

KANSAS WARRANTY DEED

THIS INDENTURE, Made this //TH day of December A.D., Two Thousand Thirteen

by and between

CITY OF OLATHE, KANSAS

of Johnson County, in the State of Kansas, Party of the first part, and

GURDWARA NANAK DARBAR SAHIB, INC.

of Johnson County, in the State of Kansas, Party of the second part, and

WITNESSETH: THAT SAID PARTY OF THE FIRST PART, in consideration of the sum of ONE DOLLAR AND ALL OTHER VALUABLE CONSIDERATIONS-----DOLLARS, the receipt of which is hereby acknowledged, does by these presents, Grant, Bargain, Sell and Convey unto the said party of the second part, all the following described real estate, situated in the County of Johnson and State of Kansas, to-wit:

All of Lots 6, 9, and 10, Block 51, in the City of Olathe, Johnson County, Kansas, according to the recorded plat thereof, and the West Half of the vacated alley adjacent on the East.

Subject to "Exterior Preservation Easement Agreement" attached here to as Exhibit A.

Subject to easements, restrictions, reservations, and special assessments which may be of record.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, forever. And said PARTY OF THE FIRST PART for its successors and assigns, does hereby covenant, promise and agree to and with said party of the second part, that at the delivery of these presents it is lawfully seized in its own right of an absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted and described premises, with the appurtenances, that the same are free,

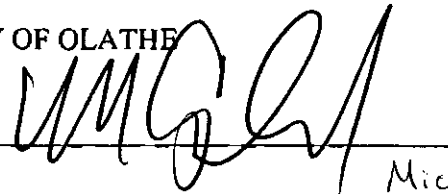
clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature or kind soever:

EXCEPT AS ABOVE STATED, AND EXCEPT FOR ALL TAXES, BOTH GENERAL AND SPECIAL, NONE NOW DUE AND PAYABLE; and that it will warrant and forever defend the same unto the said party of the second part, its successors and assigns, against said party of the first part, its successors and assigns, and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said party of the first part has hereunto caused this Deed to be signed on its behalf by its *MAYOR*, thereunto duly authorized to do, the day and year first above written.

CITY OF OLATHE

BY:



Michael E. Copeland
Mayor

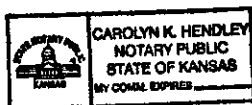
KANSAS ACKNOWLEDGMENT

STATE OF KANSAS

COUNTY OF JOHNSON

BE IT REMEMBERED, That on this *11th* day of December A.D., 2013 before me, the undersigned, a Notary Public in and for said County and State, came *Michael E. Copeland* of **CITY OF OLATHE, KANSAS** who is personally known to me to be the same person who executed the within instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.



12-11-16

Carolyn K. Hendley

/Notary Public

Carolyn K. Hendley

/Type Name

My Commission Expires:

December 11, 2016

EXHIBIT A

EXTERIOR PRESERVATION EASEMENT AGREEMENT

This Exterior Preservation Easement Agreement (the "Agreement") is made between Gurdwara Nanak Darbar Sahib, Inc., ("Grantor"), and the City of Olathe, Kansas ("Grantee"). This Agreement is entered for the purpose of preserving the exterior appearance of the Subject Property identified herein, a building that is an important part of the historic and architectural fabric of downtown Olathe, Kansas.

1. **The Subject Property.** This Agreement creates an exterior preservation easement over certain real property with a street address of 126 S. Cherry Street, Olathe, KS 66061, and legally described as follows:

ORIGINAL OLATHE PLAT, LOTS 6, 9, 10, BLOCK 51, AND W ½ OF THE VACATED ALLEY
ADJACENT ON THE EAST OF SAID PROPERTY

(hereinafter referred to as the "Subject Property").

2. **Grant of Easement.** In consideration of the sum of One Dollar (\$1.00), the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee an exterior preservation easement on the Subject Property for the purpose of assuring preservation of the exterior of the Subject Property.

3. **Grantor's Covenants.**

- a. *Covenant to Maintain.* Grantor agrees at all times to maintain the Subject Property's Façade in substantially the same structural condition and state of repair to that existing on the Effective Date (as defined in Section 5.a., below). Grantor's obligation to maintain shall require replacement, repair, and reconstruction by Grantor whenever necessary to preserve the Building's Façade in substantially the same structural condition and state of repair as that existing on the Effective Date.
- b. *Prohibited Activities.* The following acts or uses are expressly forbidden on, over, or under the Subject Property, except as otherwise conditioned in this paragraph:
 - i. The Building shall not be demolished, removed, or razed except as provided in Section 3.c. or 5.e., below; and
 - ii. Nothing shall be erected or allowed to grow on the Subject Property which would impair the visibility of the Subject Property's facade from street level beyond any such impairment as of the Effective Date. Notwithstanding the foregoing, Grantor shall be permitted to plant and maintain landscaping on the Subject Property, including trees, in areas where landscaping was installed as of the Effective Date, in accordance with Section 4.c., below.
- c. *Conditional Rights Requiring Approval by Grantee.* Without the prior express written approval of the Grantee, which approval may be withheld or conditioned in the sole discretion of Grantee, Grantor shall not undertake any of the following actions:
 - i. Construct any addition to the Subject Property;
 - ii. Alter, reconstruct, or change the appearance of the Subject Property's façade;
 - iii. Make changes in the material or workmanship of the Subject Property's façade; or
 - iv. Erect any external signs or external advertisements except:
 - a. Such signs permitted under the City of Olathe Unified Development Ordinance, including a sign to identify the ownership and use of the Subject Property;
 - b. A sign stating solely the address of the Subject Property; and

EXHIBIT A

c. A temporary sign to advertise the sale or rental of the Subject Property.

4. **Grantor's Reserved Rights Not Requiring Further Approval by Grantee.** Unless otherwise stipulated herein, the following rights, uses, and activities of or by Grantor on, over, or under the Subject Property are permitted by this Agreement without further approval by Grantee:

- a. *Acts and Uses.* The right to engage in all those acts and uses that:
 - i. are permitted by governmental statute or regulation;
 - ii. do not substantially impair the architectural value of the Subject Property; and
 - iii. are not inconsistent with the purpose of this Agreement.
- b. *Maintenance and Repair.* The right to maintain and repair the exterior of the Subject Property. As used in this subparagraph, the right to maintain and repair shall mean the use by Grantor of in-kind materials and colors, applied with workmanship comparable to that which was used in the construction or application of those materials being repaired or maintained, for the purpose of retaining in good condition the appearance and construction of the Subject Property. The right to maintain and repair as used in this subparagraph shall not include the right to make changes in appearance, materials, colors, and workmanship from that existing prior to the maintenance and repair without the prior written approval of Grantee.
- c. *Use and Enjoyment.* The right to continue all manner of existing use and enjoyment of the Subject Property, including but not limited to the maintenance, repair, and restoration of the interior of the Subject Property; the right to maintain existing driveways, roads, and paths with the use of same or similar surface materials; the right to maintain existing utility lines, gardening and building walkways, steps, and garden fences; the right to cut, remove, and clear grass or other vegetation and to perform routine maintenance, landscaping, horticultural activities, and upkeep, consistent with the purpose of this Agreement.
- d. *Other Activities.* The right to conduct at or on the Subject Property lawful activities that are not inconsistent with the protection of the architectural value of the Subject Property.

5. **Conditions of Easement:**

- a. *Duration.* The easement granted hereby shall remain for perpetuity commencing on the date when it is recorded in the office of the Johnson County, Kansas Register of Deeds (hereinafter, the "Effective Date").
- b. *Documentation of Condition of the Subject Property.* In order to make more certain the full extent of Grantor's obligations and the restrictions on modifications of the exterior of the Subject Property, and in order to document the nature and condition of the exterior of the Subject Property, photographic documentation of the exterior of the Subject Property is attached hereto as Exhibit "1" and incorporated herein by reference. Grantor has provided to Grantee architectural drawings of the Subject Property. Grantor agrees that the nature and condition of the Subject Property on the date of execution of this easement is accurately documented by the photographs contained in Exhibit "1".
- c. *Right to Inspect.* Grantor agrees that Grantee, its employees, agents and designees shall have the right to inspect the exterior of the Subject Property at all reasonable times, with twenty-four hours written notice, in order to ascertain whether the conditions of this easement are being observed. However, in the case of any natural or man-made disaster or imminent endangerment to the Subject Property, Grantee shall be granted access to the Subject Property with no prior notice.

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- d. Easement shall run with the land; conditions on conveyance.* This easement shall run with the land and be binding on Grantor, its successors, and assigns. Grantor agrees to insert an appropriate reference to this easement agreement in any deed or other legal instrument by which it divests itself in part or in whole of either the fee simple title or other lesser estate in the Subject Property, the Subject Property, or any part thereof.
- e. Casualty Damage or Destruction.* In the event that the exterior of the Subject Property or any part of it shall be damaged or destroyed by fire, flood, windstorm, earth movement, or other casualty, Grantor shall notify Grantee in writing within fourteen (14) calendar days of the damage or destruction, such notification including what, if any, emergency work has already been completed. No repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the exterior of the Subject Property and to protect public safety, shall be undertaken by Grantor without Grantee's prior written approval. Grantee shall give its written approval, if any, of any proposed work within sixty (60) days of receiving the request from Grantor. If after reviewing the condition of the exterior of the Subject Property, Grantee determines that the features, materials, appearance, workmanship, and environment (or setting) which justified this Agreement have been lost or so damaged that the purpose of this Agreement is defeated, Grantee may extinguish the easement granted herein by recording an instrument in the office of the Johnson County, Kansas Register of Deeds.
- f. Enforcement.* Grantee shall have the right to prevent and correct violations of the terms of this easement. If Grantee, upon inspection of the exterior of the Subject Property, finds what appears to be a violation, it may exercise its discretion to seek injunctive relief in a court having jurisdiction. Except when an ongoing or imminent violation will irreversibly diminish or impair the architectural importance of the exterior of the Subject Property, Grantee shall give the Grantor written notice of the violation and allow thirty (30) calendar days to correct the violation before taking any formal action, including, but not limited to, legal action. If a court, having jurisdiction, determines that a violation exists or has occurred, Grantee may seek to obtain an injunction to stop the violation, temporarily or permanently. A court may also issue a mandatory injunction requiring Grantor to restore the exterior of the Subject Property to a condition that would be consistent with the purposes of this Agreement. In any case where a court finds that a violation has occurred, the court may require the Subject Property owner to reimburse Grantee for all expenses incurred in stopping, preventing, and/or correcting the violation, including, but not limited, to reasonable attorney's fees. The failure of Grantee to discover a violation or to take immediate action to correct a violation shall not bar it from doing so at a later time.

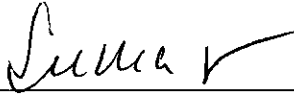
6. General Conditions

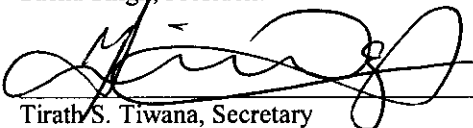
- a. Severability.* If any part of this Agreement is held to be illegal by a court, the validity of the remaining parts shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement does not contain the particular part held to be invalid.
- b. Amendments.* The parties may by mutual written agreement jointly amend this Agreement, provided that any such amendment shall not be effective unless it is executed and recorded in the same manner as this Agreement.
- c. Entire Agreement.* This instrument reflects the entire agreement of Grantor and Grantee regarding the subject easement. Any prior or simultaneous correspondence, understandings, agreements, and representations are null and void upon execution of this Agreement, unless set out herein.
- d. Applicable Law.* This Agreement shall be construed and enforced in accordance with the laws of the State of Kansas.

In witness whereof, Grantor and Grantee have set their hands under seal on the days and year set forth below.

EXHIBIT A

GRANTOR: GURDWARA NANAK DARBAR SAHIB, INC.

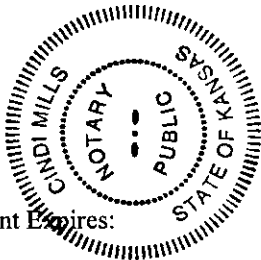
By: 
 Sucha Singh, President


 Tirath S. Tiwana, Secretary

STATE OF KANSAS)
) ss:
 JOHNSON COUNTY)

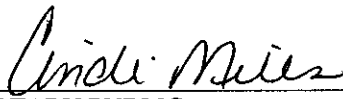
On this 13 day of December, 2013, before me the undersigned, a Notary Public for said State, personally appeared Sucha Singh, to me personally known, who stated that he is President, Gurdwara Nanak Darbar Sahib, Inc., and Tirath S. Tiwana, to me personally known, who stated that he is Secretary, Gurdwara Nanak Darbar Sahib, Inc., that no seal has been procured by said corporation, and that the foregoing instrument was signed on behalf of said corporation by authority of its Board of Directors, and that as such officers, they acknowledged that they executed the foregoing instrument as their voluntary acts and the voluntary act of the corporation.

(Seal)



My Appointment Expires:

1-10-16My Appointment Expires 1-10-16


 NOTARY PUBLIC

Printed Name: Cindi Mills

EXHIBIT A

GRANTEE: CITY OF OLATHE, KANSAS

By: 

Jim Randall, Mayor Pro Tem

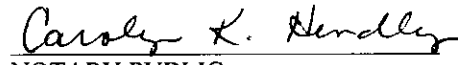
STATE OF KANSAS)
) ss:
 JOHNSON COUNTY)

On the 13th day of December, 2013, before me, a Notary Public for said State, personally appeared Jim Randall, who stated that he is the duly appointed and actively serving Mayor Pro Tem, City of Olathe, Kansas, and that he executed the foregoing instrument as his voluntary act and as the voluntary act of the City of Olathe, Kansas.



(Seal)

12-11-16


 NOTARY PUBLIC

Printed Name: Carolyn K. Hendley

My Appointment Expires:

December 11, 2016

EXHIBIT A

EXHIBIT "1" TO EXTERIOR PRESERVATION EASEMENT AGREEMENT

Photographic Documentation of Exterior Condition
126 S. Cherry Street, Olathe, KS

