

FOURTH AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT

THIS FOURTH AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this "Amendment"), is made effective as of the last date of signature indicated below (the "Effective Date"), by and between the **CITY OF WESTWOOD, KANSAS**, a political subdivision organized and existing under the laws of the State of Kansas with a notice address of 4700 Rainbow Boulevard, Westwood, KS 66205 ("Buyer"), and **SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512**, a nonprofit unified school district organized and existing under the laws of the State of Kansas with a notice address of 8200 West 71st Street, Shawnee Mission, Kansas 66204 ("Seller") (Buyer and Seller may be collectively referred to as the "Parties").

RECITALS:

WHEREAS, Seller is the owner of those certain tracts, pieces or parcels of improved land in the City of Westwood, Johnson County, Kansas and legally described in **Exhibit "A"** annexed hereto and made a part hereof, comprising approximately 4.97 acres of land more or less (the "Land"), together with building thereon containing approximately 26,257 sq ft. (the "Building", together with the Land and all other improvements on the Land and all appurtenant easements and any other rights and appurtenances, and all right, title and interest of Seller in and to any streets, alleys, public ways or parking lots adjacent to the Land, and together with all strips and gores and all appurtenances, fixtures and other equipment attached to the Land or the Building, collectively the "Property"); and

WHEREAS, the Property is commonly known as 2511 West 50th Street, Westwood, Kansas 66205 and comprises Johnson County, Kansas parcels RP270000000008 (Quick Ref R168789) and RP300000010012A (Quick Ref R168897); and

WHEREAS, the Parties entered into a Real Estate Purchase Agreement dated June 8, 2023 relating to the sale of the Property ("Purchase Agreement");

WHEREAS, the Parties entered into an Amendment to Real Estate Purchase Agreement dated November 13, 2023 relating to the sale of the Property ("First Amendment");

WHEREAS, the Parties entered into a Second Amendment to Real Estate Purchase Agreement dated June 13, 2024 relating to the sale of the Property ("Second Amendment");

WHEREAS, the Parties entered into a Third Amendment to Real Estate Purchase Agreement dated December 16, 2024 relating to the sale of the Property ("Third Amendment");

WHEREAS, the Parties now desire to further extend the due diligence and closing deadlines within the original Purchase Agreement as amended by the First Amendment, by the Second Amendment, and by the Third Amendment, so as to allow Seller to

demolish the Building while retaining in Buyer its rights under the Purchase Agreement through the completion of demolition;

NOW, THEREFORE, for and in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller agree as follows

1. Section 2 of the Purchase Agreement, as amended, is hereby deleted in its entirety and amended to read as follows:

2. Purchase Price, Carrying Costs, and Demolition Costs.

2.1 The purchase price ("Purchase Price") to be paid by Buyer to Seller for the Property shall be Two Million Six Hundred Fifty Thousand and NO/100ths Dollars (\$2,650,000.00). At Closing (as defined in Section 3.1 hereof), Buyer shall deliver to First American Title Insurance Company, 1100 Main, Suite 1900, Kansas City, Missouri 64105 (the "Title Company") the Purchase Price, subject to adjustments as provided herein, by wire transfer for the account of the Title Company or by certified or bank check payable to the Title Company, as escrow agent, to be disbursed in accordance with the terms of this Agreement.

2.2 In addition to the Purchase Price, and as separate consideration for Seller's carrying costs and other costs and expenses associated with the Property from August 1, 2024, through the Closing Date, and not as an addition to or increase in the Purchase Price, should the Closing occur, Buyer shall reimburse Seller for the following (collectively, the "Carrying Costs"):

(a) \$135,000.00; and

(b) Seller's costs for grounds maintenance costs and one-half of Everygy utility expenses incurred, such amounts to be adjusted and prorated based on the number of calendar days between August 1, 2024, and the Closing Date, provided that Buyer's liability for its share of these costs shall not exceed \$25,000.

The Carrying Costs shall be paid by Buyer at Closing together with the Purchase Price in the same manner as provided in Section 2.1 above.

2.3 Notwithstanding anything in the Purchase Agreement to the contrary, including but not limited to Section 4.1.16, the Parties acknowledge and agree that they desire to demolish the Building prior to Closing. Seller agrees to use its best commercial efforts to demolish the Building, including removal of debris and rough-grading, prior to the expiration of the Due Diligence Period, and Buyer hereby consents to such demolition. Seller agrees to perform all demolition work in accordance with applicable law. Should this transaction close, then in addition to the

Purchase Price and the Carrying Costs, and as separate consideration for Seller's work in demolishing the Building, Buyer shall reimburse Seller for Seller's costs therefor in an amount not to exceed \$400,000.00 (the "Demolition Costs"). The Demolition Costs shall be paid by Buyer at Closing together with the Purchase Price and the Carrying Costs in the same manner as provided in Section 2.1 above.

2. Section 3 of the Purchase Agreement, as amended, is hereby deleted in its entirety and amended to read as follows:

3. Closing; Buyer's Inspections.

3.1 The consummation of the transaction contemplated hereby ("Closing") shall take place at 10:00 a.m. at the offices of the Title Company, on or before November 28, 2025 (the "Closing Date").

3.2 During the time period beginning on the Effective Date until and through October 31, 2025 (the "Due Diligence Period"), Buyer and its agents, contractors and invitees shall have the right to enter onto the Property from time to time through Closing, but only upon prior notice to and approval by Seller (which Seller shall not unreasonably withhold, condition or delay), for the purpose of inspecting the Property and making such investigations and tests as Buyer may require. If Buyer's inspections involve any physical disturbance of the Property, Buyer shall return the Property to the condition existing but for such inspections. Seller shall cooperate with Buyer in making the Property available for such investigations and tests during normal business hours, and Buyer shall indemnify and hold Seller harmless from and against any injury to persons or damage to property arising from such investigations.

3.3 If Buyer determines that Buyer does not wish to purchase the Property, for any reason or for no reason at all, in its sole and absolute discretion, then Buyer shall provide written notice ("Buyer's Termination Notice") to Seller on or before the expiration of the Due Diligence Period. In the absence of the timely delivery of Buyer's Termination Notice, the inspection condition set forth in Section 3.2 hereof shall be deemed satisfied.

3. A new Section 4.3 of the Purchase Agreement shall be added to the Agreement, which provides as follows::

4.3 The Parties acknowledge that Buyer entitled to rely upon the foregoing representations of Seller within Section 4.1 and that Seller is entitled to rely upon the representations of Buyer within Section 4.2. In the event that any of the representations within Sections 4.1 or 4.2 are untrue resulting in the assertion by any third party of a claim or suit against the party relying upon the representation of the party making a respective

representation, then the party making the untrue representation agrees to defend, indemnify, and hold the party to whom the representation was made harmless from and against any and all claims, costs, and expenses, including reasonable attorneys' fees, arising from any claim or suit. Notwithstanding anything in this Agreement to contrary, the provisions of this Section 4.3 shall survive Closing and termination of this Agreement.

IN WITNESS WHEREOF, Buyer and Seller have caused this Fourth Amendment to be executed, effective as of the Effective Date.

CITY OF WESTWOOD, KANSAS
as Buyer

By: _____ Date: _____
David E. Waters, Mayor

ATTEST:

By: _____ Date: _____
Abby Schneweis, City Clerk

APPROVED AS TO FORM:

By: _____ Date: _____
Ryan B. Denk, City Attorney

SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512
as Seller

By: _____ Date: 5/12/2025

Printed Name: Mary Sinclair

Title: Board President