

### **THIRD AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT**

THIS THIRD AMENDMENT TO REAL ESTATE PURCHASE AGREEMENT (this "Amendment"), is made this \_\_\_\_\_ day of December, 2024 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 50<sup>th</sup> 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 now deem it necessary to further extend the due diligence and closing deadlines within the original Purchase Agreement as amended by the First Amendment and by the Second Amendment;

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 and the following Sections of the original Purchase Agreement are amended as follows:

**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 July 1, 2025 (the "Revised Closing Date"). All references in the original Purchase Agreement to "Closing Date" shall be defined as the "Revised Closing Date" as described herein.

**3.2** During the time period beginning on the Effective Date until the date occurring thirty (30) days prior to the Revised Closing Date (such time period, the "Revised 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 Revised 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

***IN WITNESS WHEREOF***, Buyer and Seller have caused this Agreement to be executed as of the day and year first above written.

**CITY OF WESTWOOD, KANSAS**

as Buyer

By: \_\_\_\_\_  
David E. Waters, Mayor

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Abby Schneweis, City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Ryan B. Denk, City Attorney

Date: \_\_\_\_\_

**SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512**

as Seller

By: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

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**Table of Exhibits**

Exhibit A: Legal Description of the Land

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**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF THE LAND**

***Legal Description to the Developed by Survey***

TRACT 1:

THE WEST TWO HUNDRED FIFTY-EIGHT AND ONE-TENTH (258.1) FEET OF THE SOUTH HALF (1/2) OF LOT EIGHT (8), HOMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, IN JOHNSON COUNTY, KANSAS, ACCORDING TO THE RECORDED PLAT THEREOF.

AND ALSO:

THE NORTH HALF OF LOT 8, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS EXCEPT THE EAST 286.58 FEET THEREOF, AND THE WEST 258.1 THEREOF.

AND ALSO:

ALL THAT PART OF THE EAST 286.58 FEET OF THE NORTH 1/2 OF LOT 8, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE AND 286.58 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8; THENCE SOUTH, ALONG A LINE 286.58 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID LOT 8, A DISTANCE OF 165.39 FEET, TO THE SOUTH LINE OF THE N 1/2 OF SAID LOT 8; THENCE EAST, ALONG THE SOUTH LINE OF THE N 1/2 OF SAID LOT 8, A DISTANCE OF 1.28 FEET, TO THE NORTHEAST CORNER OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS; THENCE NORTHEASTERLY, TO A POINT ON THE NORTH LINE AND 271.28 FEET WEST OF THE NORTHEAST CORNER OF SAID LOT 8; THENCE WEST, ALONG THE NORTH LINE OF SAID LOT 8, A DISTANCE OF 15.30 FEET, TO THE POINT OF BEGINNING.

EXCEPT ANY PART USED OR DEDICATED FOR STREETS, ROADS AND PUBLIC RIGHTS

OF WAY. TRACT 2:

ALL OF LOTS 4 THROUGH 14, BOTH INCLUSIVE, BLOCK 1, SWATZELL ADDITION, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS.

TRACT 3:

THE EAST 112.3 FEET OF THE NORTH HALF OF LOT 9, HOLMESLAND, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS.

TRACT 4:

ALL OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, EXCEPT THE FOLLOWING TRACT OF LAND:

ALL THAT PART OF LOT 12, BLOCK 1, KLASSEN PLACE, A SUBDIVISION OF LAND IN THE CITY OF WESTWOOD, JOHNSON COUNTY, KANSAS, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 12; THENCE SOUTHEASTERLY, ALONG THE EASTERLY LINE OF SAID LOT 12, TO THE SOUTHEAST CORNER THEREOF; THENCE SOUTHWESTERLY, ALONG THE SOUTHERLY LINE OF SAID LOT 12, A DISTANCE OF 16.87 FEET THENCE NORTHWESTERLY, TO THE POINT OF BEGINNING.