

REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT (this "Agreement"), is made this 8th day of June, 2023 (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").

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, Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property from Seller, all upon and subject to the terms, conditions, covenants and provisions, and for the price, hereinafter set forth.

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. Agreement to Purchase and Sell.

Seller, in consideration of the payment of the Purchase Price (as defined below) and the performance by Buyer of the agreements of Buyer hereinafter contained, agrees to sell and convey the Property to Buyer, and Buyer, in consideration of the performance of the agreements of Seller and in reliance upon the representations, warranties and covenants of Seller herein contained, agrees to buy and pay for the Property, subject, however, to the terms and conditions contained herein.

2. Purchase Price.

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/100^{ths} Dollars (\$2,650,000.00). At Closing (as defined in Section 3.1 hereof), Buyer shall deliver to the 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.

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 the date occurring two hundred ten (210) days after the Effective Date (the "Closing Date").

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

4. Representations, Warranties and Covenants.

4.1 Seller represents and warrants to and covenants and agrees with Buyer the following as of the date of this Agreement, except where specific reference is made to another date or dates, in which case such date or dates will be applicable hereunder:

4.1.1 Seller is a nonprofit unified school district, duly organized, validly existing and in good standing under the laws of the State of Kansas.

4.1.2 All necessary action has been taken by Seller with respect to the execution and delivery of this Agreement.

4.1.3 This Agreement has been executed and delivered on behalf of Seller and constitutes the valid and binding agreement of Seller, and there are no consents of any third party required for the consummation of the transaction contemplated herein.

4.1.4 To Seller's knowledge, Seller has good, marketable and insurable fee simple absolute title to, and is the owner of, the Property, and Seller's ownership of the Property is free and clear of all liens, claims, encumbrances, covenants, conditions, rights-of-way, easements and any other matters affecting title except for **(a)** matters of record and for **(b)** real estate taxes and assessments for the year 2023.

4.1.5 Seller is not aware of the presence anywhere on the Property of any material defined as a hazardous waste, hazardous or toxic substance or other material governed by the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Resource Conservation and Recovery Act or any similar statute of the State of Kansas (in each case as amended and including any rules and regulations thereunder), including without limitation asbestos, PCBs or petroleum hydrocarbons. All such substances on or about the Property are referred to herein as "Environmental Material".

4.1.6 The Property is in full compliance with **(a)** all applicable federal, state, city and other governmental authority laws and regulations concerning the Property with respect to Environmental Material, **(b)** all other governmental laws, rules and regulations concerning the use, operation or ownership of real property and **(c)** any and all covenants, restrictions or agreements applicable to the Property. Seller has received no notice of, and has no knowledge of, any condition which may give rise to any violation of any of the foregoing. Seller covenants that through the Closing Date, it will immediately deliver to Buyer true and complete copies of any correspondence, reports, inquiries, investigations, estimates, notes and other information concerning the foregoing of which Seller becomes aware.

4.1.7 The Property is served by functioning water, sewer, gas, electricity, telephone and fiber optic lines.

4.1.8 Seller is not a party to any agreement under which any brokerage or other leasing or selling commissions or finder's fees are payable in connection with all or any part of the Property or any leases or licenses thereof.

4.1.9 Other than the Option Agreement dated as of February 22, 2019, between Buyer and Seller (a copy of which is attached hereto as Exhibit "E"), there are no outstanding rights or options to purchase all or any part of the Property, and there are no outstanding options to license or use all or any part of the Property.

4.1.10 There are to the best of Seller's knowledge no actions, suits, proceedings, orders, writs, judgments, rulings, decrees or injunctions, governmental or otherwise, pending or (to the best of Seller's knowledge) threatened against or affecting the Property, and there are no actions, suits or proceedings pending, contemplated or threatened by Seller in connection with the Property including, without limitation, tax reduction proceedings. From and after the date hereof (until this Agreement is terminated or expires), Seller shall not commence or allow to be commenced on its behalf any action, suit or proceeding with respect to the Property or any part thereof without the prior written consent of Buyer.

4.1.11 Seller shall not suffer or permit any default to exist or occur on the part of Seller under any instrument to which Seller is a party and which affects the Property or any part thereof and which shall not be cured by Seller from the Purchase Price at Closing.

4.1.12 Seller has not received and has no knowledge of any notice or request from any governmental authority or insurance company or board of fire underwriters requesting the performance of any work or alteration with respect to the Property.

4.1.13 Except for service agreements which are cancelable by Seller at will, there are no service agreements or any other contracts or agreements whatsoever to which Seller is a party and which affect the Property in any manner. From and after the date hereof, Seller will not enter into any service agreement pertaining to all or any part of the Property which cannot be cancelled effective as of the Closing Date.

4.1.14 Seller has no knowledge of any pending or contemplated condemnation of the Property or any part thereof.

4.1.15 Seller is now maintaining and shall maintain until Closing "replacement cost" fire, casualty and extended coverage insurance on the Property (in an amount not less than Two Million (\$2,000,000.00) Dollars combined single limit). Seller self-insures for the first \$500,000 per occurrence for liability coverage and shall maintain excess liability insurance coverage for acts or omissions in connection with the use and operation of the Property until Closing (in an amount not less than Two Million (\$2,000,000.00) Dollars combined single limit)

4.1.16 From and after the date hereof, Seller shall not modify the Building or any of the other improvements on the Property in any material way.

4.1.17 Seller shall cooperate with and consent to any and all applications in the name of Buyer (or its designee[s], including, without limitation, a third-party developer) pertaining to the Property or any portions thereof including, without limitation, applications regarding zoning, platting, development plans, etc. (collectively, the "Entitlements"). If requested by Buyer (or its designee[s], including, without limitation, a third-party developer), Seller shall evidence such cooperation and/or consent in writing or by executing necessary documents, within three (3) days of any request by Buyer (or its designee[s], including, without limitation, a third-party developer). Buyer shall ensure that Seller's cooperation and/or consent herein shall not impair Seller's use of the Property as a school.

4.2 Buyer represents and warrants to and covenants and agrees with Seller the following as of the date of this Agreement:

4.2.1 Buyer is a political subdivision organized and existing under the laws of the State of Kansas, and all necessary action has been taken by Buyer with respect to the execution and delivery of this Agreement and the performance by Buyer of its obligations hereunder.

4.2.2 This Agreement has been executed and delivered on behalf of Buyer and constitutes the valid and binding agreement of Buyer, and there are no consents of any third party required for the consummation of the transaction contemplated herein.

4.2.3 All necessary action has been taken by Buyer with respect to the execution and delivery of this Agreement.

4.2.4 This Agreement has been executed and delivered on behalf of Buyer and constitutes the valid and binding agreement of Buyer, and there are no consents of any third party required for the consummation of the transaction contemplated herein.

5. Plans, Title, Survey, Environmental Audit and Estoppel Certificate.

Seller shall deliver to Buyer, at Seller's expense, the following items:

5.1 Plans, Specifications, Warranties and Surveys.

Within twenty (20) days of Effective Date, copies of any and all plans, specifications, and existing warranties (including without limitation roof warranties and mechanical system or component warranties) and surveys or environmental reports or audits concerning all or any part of the Property which Seller has in its possession or under its control.

5.2 Title Commitment.

5.2.1 Within ten (10) days of the date of this Agreement, an ALTA Commitment for an Owner's Policy of Title Insurance (the "Title Commitment") from the Title Company. The Title Commitment shall include complete and legible copies of all instruments constituting exceptions to title or otherwise affecting the Property. Buyer shall have thirty (30) days after it has received both the Title Commitment and the Survey (as defined in Section 5.3 hereof) to object to any matters excepted or referenced in the Title Commitment, but Buyer hereby objects to (and Seller shall in any event cause to be removed of record at or before

Closing) any mortgages, tax liens (except for the lien of real estate taxes not yet due or payable as of the Closing Date), judgment liens, mechanics' liens or leases or licenses of all or any part of the Property. Matters accepted by Buyer shall be the "Permitted Exceptions". Seller shall have ten (10) days from the date of its receipt of Buyer's title objections (the "Title Curing Period") within which it shall take any reasonable actions as may be necessary to cure or remove any such defects or objections and have an amended Title Commitment issued. Any such objection which may be cured at Closing by disbursement of funds may be so cured by Seller at Closing; provided, however, that Seller shall notify Buyer during the Title Curing Period of its intention to cure any defect or objection by disbursement of funds at Closing.

5.2.2 If defects or objections are not cured or removed to Buyer's satisfaction within the Title Curing Period, then Buyer shall have an additional ten (10) days in which to elect to terminate this Agreement by reason of such defects or objections. Alternatively, Buyer may, within such ten (10) day period, elect to accept such title as Seller can convey. Notwithstanding the foregoing, if at or prior to Closing there is any defect or objection to title not set forth in the Title Commitment and of which Buyer is first made aware after Buyer's receipt of the Title Commitment, and if Buyer shall be unwilling to waive the same, Buyer shall notify Seller at or prior to Closing and Seller shall take such reasonable actions as shall be necessary to remove such defects or objections. If such defects or objections are not cured or removed to Buyer's satisfaction within ten (10) days after Buyer's request that the same shall be removed (and if Seller shall not agree to cure such defect or objection by the disbursement of funds at Closing), then Buyer shall, for a period of ten (10) days thereafter, have the same rights with respect to such defect or objection and terminating this Agreement or closing title as are set forth above with respect to any such defect or objection appearing in the initial Title Commitment.

5.3 Survey.

Within twenty (20) days of the Effective Date, any existing ALTA surveys of the Property. Buyer (or its designee[s], including, without limitation, a third-party developer) shall, at Buyer's expense, obtain an updated survey prepared and certified by a licensed surveyor or professional engineer selected by Buyer (the "Survey"). The Survey shall be used as the basis for the Entitlements and, therefore, the Survey shall show the Property and certain adjacent properties to the east of the Property. The legal description of the Property in the deed to Buyer shall be as set forth in the Survey. If the Property is replatted prior to the Closing,

then the legal description of the Property in the newly recorded plat shall be used instead of the Survey in the deed conveying the Property to Buyer (or its designee).

5.4 Environmental Audit.

Within twenty (20) days of the Effective Date, Seller shall deliver to Buyer a copy of any existing "Phase One" environmental audit of the Property (the "Environmental Audit") and asbestos and mold inspection reports, all of which shall be certified to Buyer and Seller. Buyer (or its designee[s], including, without limitation, a third-party developer) may at its own expense undertake a Phase Two environmental audit during the Inspection Period.

6. Conditions Precedent to Consummation by Buyer.

6.1 Buyer's obligation to consummate this Agreement and to render performance hereunder will, at the option of Buyer, be subject to the following conditions precedent:

6.1.1 Title to the Property shall be marketable and insurable except for the Permitted Exceptions.

6.1.2 All of Seller's representations and warranties contained in this Agreement shall be substantially true and correct as of the date hereof and as of the Closing Date, and Seller shall not on or prior to the Closing Date have failed in any material way to comply with any of the conditions or covenants on its part required by the terms of this Agreement.

6.1.3 The Property will not have been adversely affected in any material way as a result of any casualty, accident or act of God, there shall be no material change in the condition of the Property, nor will there be any litigation affecting all or any part of the Property.

6.1.4 No portion of the Property will have been condemned or sold under threat of condemnation, or will be the subject of a pending or threatened condemnation proceeding.

6.2 In the event that any of the conditions set forth in Section 6.1 cannot be satisfied, then at Buyer's option, Buyer may **(a)** adjourn Closing for a reasonable period not to exceed thirty (30) days in the event that Seller agrees to satisfy such condition or conditions during such period to the extent that Seller can reasonably do so, **(b)** close hereunder and waive such condition or conditions, **(c)** cancel this

Agreement (in which event the parties hereto shall have no further obligation to the other hereunder), or **(d)** exercise its remedies under Section 11 hereof; provided, however, that in the event of a casualty resulting in damage to or destruction of all or any part of the Property or in the event of a condemnation of all or any part of the Property, if Buyer shall elect to close hereunder despite such casualty or condemnation, Seller shall assign to Buyer, at Closing, all of Seller's rights to receive **(x)** any and all property casualty damage insurance proceeds payable by reason of such casualty or **(y)** any and all condemnation awards payable by reason of such condemnation.

7. Seller's Obligations at Closing.

At Closing, Seller will perform the following:

7.1 Deliver to Buyer a special warranty deed conveying (to Buyer or Buyer's designee) the Property subject only to the Permitted Exceptions, duly executed and acknowledged by an authorized officer of Seller, in recordable form acceptable to the Title Company.

7.2 Cause the Title Company to issue to Buyer its Owner's Policy of Title Insurance, prepaid by Seller, with extended coverage and survey coverage and liability in an amount of the Purchase Price, insuring title to the Property vested in Buyer or Buyer's designee subject only to the Permitted Exceptions, including by the execution and delivery to the Title Company of an owner's certificate setting forth the matters customarily contained in such certificates.

7.3 Execute and deliver to Buyer a bill of sale transferring to buyer all of the fixtures and other personalty comprising part of the Property (in the form annexed hereto as **Exhibit "B"**).

7.4 Execute and deliver to Buyer a Lease Agreement leasing the Property from Buyer (in the form annexed hereto as **Exhibit "C"**).

7.5 Deliver to Buyer a certificate of Seller, dated as of the Closing Date, certifying that all of the representations and warranties of Seller contained in this Agreement are true and correct as of the date thereof.

7.6 Deliver to Buyer a customary FIRPTA certificate confirming that Seller is a non-foreign Seller within the meaning of Sections 897 and 1445 of the Internal Revenue Code of 1954, as amended, and any rules, regulations and orders promulgated thereunder.

8. Buyer's Obligations at Closing.

At Closing, Buyer will perform the following:

8.1 Deliver the Purchase Price to the Title Company (for the benefit of Seller).

8.2 Execute and deliver to Seller a Lease Agreement leasing the Property from Buyer (in the form annexed hereto as Exhibit "C").

9. Escrow and Title Charges; Costs of Recording.

Buyer and Seller will split equally the Title Company's escrow charges, and Seller will pay for recording the deed. Seller will pay to record any releases of any encumbrances affecting the Property which are to be released at or before Closing. Buyer will pay the cost of recording any financing documents in the event that it finances the purchase of the Property, and Buyer will pay any Kansas mortgage recording tax payable in connection with such financing.

10. Tax Prorations; Transfer Taxes.

10.1 All ad valorem and similar taxes and assessments relating to the Property shall be prorated between Seller and Buyer as of 12:01 a.m. on the Closing Date, based on the latest available mill levy and assessment, with the result that Seller shall pay for those taxes attributable to the period of time prior to the Closing Date and Buyer shall pay for those taxes and assessments attributable to the period of time commencing with the Closing Date, and there shall be no adjustment of such prorations thereafter.

10.2 Seller will pay any and all transfer taxes, documentary stamp taxes, sales taxes, income taxes and, except as otherwise specifically set forth herein, all other taxes, fees, charges and expenses incurred or payable with respect to the transfer of the Property to Buyer.

11. Default.

If either Buyer or Seller shall default under the terms of this Agreement, then the non-defaulting party shall elect to either (a) waive such default and close hereunder, (b) terminate this Agreement, or (c) obtain specific enforcement of this Agreement. If this Agreement is terminated pursuant to this Section 11, neither party shall have any further obligation to the other under this Agreement.

12. Brokers.

Buyer represents and warrants to Seller that there are no brokers or other parties which may be entitled to any brokerage or sales commissions or finder's fees in connection with representing Buyer on the purchase of the Property from Seller. Seller represents and warrants to Buyer that there are no brokers or other parties which may be entitled to any brokerage or sales commissions or finder's fees in connection with representing Seller on the sale of the Property by Seller to Buyer. Each party hereto agrees to indemnify, defend and hold the other party hereto harmless from any and all costs, expenses, liabilities, claims and fees arising out of any such commission or finder's fee claimed through such party.

13. Further Assurances; Mutual Indemnities.

13.1 In addition to the acts and deeds recited herein and contemplated to be performed, executed and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver at Closing or after Closing any and all such further acts, deeds and assurances as may be reasonably required to consummate the transactions contemplated hereby. Except as provided in Section 13.2 hereof, Seller's representations, warranties, covenants and agreements contained herein shall survive Closing for one year.

13.2 Seller hereby releases and agrees to indemnify, defend and hold Buyer harmless from, of and against any claims, demands, obligations, actions, causes of action, liabilities, damages, costs or expenses based upon or arising from or in connection with the Property prior to the Closing Date, subject to the limitations found in the Contractual Provisions Attachment (as defined in Section 24 herein), and Buyer hereby releases and agrees to indemnify, defend and hold Seller harmless from, of and against any claims, demands, obligations, actions, causes of action, liabilities, damages, costs or expenses based upon or arising from or in connection with the Property from and after the Closing Date.

14. Successors and Assigns.

This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective successors and assigns.

15. Number and Gender.

Whenever the singular number is used, and when required by context, the same includes the plural, and the masculine gender includes the feminine and neuter genders, and vice versa, and the word "person" includes corporation, firm, association or other entity.

16. Notices.

All notices, demands and requests which may be given or which are required to be given by either party shall be in writing and shall be either hand-delivered or sent either by United States Mail, certified return receipt requested, postage prepaid, or any nationally reputable overnight delivery service, prepaid, addressed to the parties at their addresses set forth in the preamble above. Notices, demands and requests made by Buyer or Seller in the manner so prescribed shall be deemed given for all purposes hereunder at the time such notice, demand or request is delivered or when delivery is rejected by the recipient. Copies of notices to Buyer shall be contemporaneously delivered to McAnany, Van Cleave & Phillips, P.A., 10 E. Cambridge Circle Drive, Suite 300, Kansas City, Kansas 66103, Attention: Ryan B. Denk (and emailed to rdenk@mvplaw.com). Copies of notices to Seller shall be contemporaneously delivered to the Shawnee Mission School District, 8200 W. 71st Street, Shawnee Mission, Kansas 66204, Attn: Rachel England (and emailed to rachelengland@smsd.org).

17. Counterparts; Facsimile Execution And Delivery.

This Agreement may be executed in several counterparts, each of which shall be deemed an original, and together such counterparts shall constitute but one and the same instrument. This Agreement may be executed and delivered by the electronic transmission of facsimile signatures, each of which shall be deemed to be an original.

18. Governing Law; Choice of Forum.

This Agreement shall be governed by and construed in accordance with the local law of the State of Kansas, and any suit to enforce any rights hereunder, or

for the interpretation of any of the provisions of this Agreement, or for damages or any other relief arising from or in connection with this Agreement, shall be filed in and only in the Johnson County, Kansas District Court, and Buyer and Seller each hereby consent to the jurisdiction of such court over each of them and over the subject matter hereof, Buyer and Seller agree that no action shall be filed in or removed to the United States District Court.

19. Entire Agreement; Severability; Time of Essence.

This Agreement embodies the entire Agreement between the parties relative to the subject matter hereof and there are no oral or other agreements existing between the parties relative to the subject matter hereof which are not expressly set forth herein and covered hereby. This Agreement may be amended only by an instrument in writing signed by all parties hereto. The invalidity or unenforceability of any term or provision of this Agreement or the non-application of such term or provision to any person or circumstance shall not impair or affect the remainder of this Agreement, and its application to other persons and circumstances and the remaining terms and provisions hereof shall not be invalidated but shall remain in full force and effect. Time is of the essence of this Agreement.

20. Captions.

The captions in this Agreement and in the exhibits hereto are for convenience only and shall not be construed to be part of or affect the construction or interpretation of any provision of this Agreement or such exhibits.

21. Assignment.

Buyer may assign its rights and delegate its duties under this Agreement to any other person or entity.

22. Intentionally Omitted.

23. Waiver.

No waiver by either party to this Agreement at any time of any breach of the other party or of compliance by the other party with any condition or provision of this Agreement to be performed by the other party shall be deemed to be a waiver

of similar or dissimilar provisions or conditions at the same or any prior or subsequent time.

24. Contractual Provisions Attachment, Form SMSD-146a.

The provisions found in Contractual Provisions Attachment (Form SMSD-146a, Rev. 01-23) ("Contractual Provisions Attachment"), which is attached hereto and incorporated herein as **Exhibit "D"**, are made a part hereof. To the extent that any part of this Agreement or Exhibits thereto conflict, differ, or do not touch upon or address matters set forth in the Contractual Provisions Attachment, then the Contractual Provisions Attachment shall govern and take priority over the Agreement and Exhibits thereto as well as any other contract document.

25. Recording.

This Agreement shall not be recorded. Buyer and Seller shall execute and record a memorandum of this Agreement concurrently with the execution of this Agreement in the form attached hereto as Exhibit "G".

[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: _____
Mary Sinclair

Date: 5/22/23

Printed Name: Mary Sinclair

Title: Board President

Table of Exhibits

- Exhibit A: Legal Description of the Land
- Exhibit B: Bill of Sale
- Exhibit C: Lease Agreement
- Exhibit D: Contractual Provisions Attachment, Form DA-146a
- Exhibit E: Option Agreement
- Exhibit F: Memorandum of Contract

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.

EXHIBIT "B"

BILL OF SALE

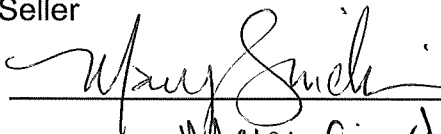
KNOW ALL MEN BY THESE PRESENTS, as of June 8, 2023, that **SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512**, a nonprofit unified school district organized and existing under the laws of the State of Kansas ("**Seller**"), for and in consideration of Ten and NO/100^{ths} Dollars (\$10.00) and other good and valuable consideration paid by the **CITY OF WESTWOOD, KANSAS**, a political subdivision organized and existing under the laws of the State of Kansas ("**Buyer**"), the receipt and sufficiency of which are hereby acknowledged, does hereby quitclaim, bargain, sell, transfer, assign, and set over unto Buyer all of Seller's right, title and interest in and to the fixtures and other personal property (the "**Personalty**") incorporated into and comprising part of certain real property and improvements located at 2511 West 55th Street, Westwood, Kansas 66205.

Seller warrants title to the Personalty, but otherwise SELLER MAKES AND HAS MADE NO WRITTEN OR ORAL REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED REGARDING THE PERSONALTY. ALL OF THE PERSONALTY CONVEYED HEREIN BY SELLER IS CONVEYED TO BUYER IN AN "**AS IS**" CONDITION.

SELLER:

SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512

as Seller

By: 

Date: 5/22/23

Printed Name: Mary Sinclair

Title: Board President

EXHIBIT "C"

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is effective as of the date of the last party hereto to execute this Lease (the "Effective Date") and is entered into by and between THE CITY OF WESTWOOD, KANSAS, a political subdivision organized and existing under the laws of the State of Kansas ("Landlord"), and SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512, a nonprofit unified school district organized and existing under the laws of the State of Kansas ("Tenant").

1. Demise. In consideration of the full performance of the obligations and covenants of this Lease, and subject to the terms and conditions hereof, Landlord hereby leases to Tenant, and Tenant hereby leases from Landlord, the real estate located at 2511 West 50th Street, Westwood, Kansas 66205, more particularly described in Exhibit 1 attached hereto, together with all buildings, fixtures and improvements located thereon (collectively, the "Premises").

2. Term. The term of this Lease shall commence on the Effective Date and shall expire on July 31, 2024, unless terminated earlier pursuant to the provisions of this Lease (the "Term"). Tenant shall have the option to terminate this Lease prior to the expiration of the Term by providing Landlord not less than thirty (30) days written notice.

3. Rent. As consideration for the use and enjoyment of the Premises, Tenant shall pay to Landlord annual rent in the amount of \$1.00 ("Rent"). Rent shall be due and payable on the Effective Date and on the first day of the calendar year.

4. Taxes. Tenant shall be liable for and shall pay before delinquency (i) any and all taxes, assessments, and charges levied against any and all personal property and fixtures located in or about the Premises; (ii) any and all real property taxes, assessments, and special assessments that are payable or that accrue against the Premises during the Term (as the same may be extended); and (iii) any and all taxes, assessments, special assessments, and license and permit fees from the operation of Tenant's business from the Premises that are payable or accrue during the Term. If Tenant fails to pay any such tax, assessment, special assessment, charge or license or permit fee when due, Landlord may, at the sole

option of Landlord, pay such items for and on behalf of Tenant, and all such amounts paid by Landlord and all fees charged to Landlord in connection therewith shall be additional Rent and shall be immediately due and payable to Landlord on demand.

5. Utilities, Costs and Expenses. Tenant shall pay all charges and expenses in connection with all utility services, including, without limitation, electricity, water, gas, telecommunication, internet, satellite, and cable services, supplied to the Premises during the Term (as the same may be extended), and all connection, installation, repair and service charges, and shall protect and hold Landlord harmless from all such charges and expenses. Landlord shall not be liable for the interruption or discontinuance of any utility services, and neither Rent nor any other obligation of Tenant hereunder shall be abated in the event of such interruption or discontinuance. Landlord shall not be liable for any malfunction of equipment or machinery used in providing utilities to the Premises, and Tenant shall have no cause of action or claim for offset or abatement of Rent or any other obligations of Tenant hereunder or for any damages resulting from such malfunction.

6. Use of Premises. Tenant shall occupy the Premises throughout the Term (as the same may be extended) and shall use the Premises for the purpose of operating an elementary school (the "Permitted Use"). Tenant shall not use the Premises for any purpose other than the Permitted Use without Landlord's prior written approval, which will not be unreasonably withheld, conditioned or delayed. Tenant shall at all times cause the Premises to remain in compliance with all applicable local, municipal, state, and federal ordinances, laws, statutes and regulations (collectively, "Applicable Law"). Notwithstanding the foregoing, Tenant shall not be required to construct or install any capital improvements in or upon the Premises.

7. Repairs and Maintenance. Tenant shall maintain the interior and exterior of the Premises in good, sanitary, safe and operable condition, ordinary wear and tear excepted, and shall be responsible for daily cleaning and performing routine maintenance, repairs, and replacements to the Premises. Tenant shall also maintain all grass and landscaped areas in the Premises and shall keep the exterior of the Premises and all outside areas of the Premises in a clean, dignified, and organized manner, free of trash and debris. Tenant shall keep the Premises free from any infestation by insects, rodents, or other pests. If Tenant fails to

perform any maintenance or repairs required of Tenant hereunder at any time during the Term (as the same may be extended), Landlord may, but shall not be obligated to, enter the Premises and perform such maintenance and repairs at the sole cost and expense of Tenant. Any and all amounts expended by Landlord and any fees incurred or charged by Landlord in connection therewith shall be additional Rent and shall be immediately due and payable to Landlord on demand. In performing any such work, Landlord shall use reasonable efforts to not interfere with Tenant's business; provided, Landlord shall in no way be liable for any interruption of Tenant's business or inconvenience caused by the performance of any repair, maintenance or replacement of the Premises pursuant to the rights of Landlord under this Lease.

8. Alterations. Upon Tenant's occupation of the Premises, Tenant shall be deemed to have inspected the Premises and be satisfied with and accepted the Premises "AS-IS" with no warranty of any kind or nature being made by Landlord. Tenant shall have the right, at the sole cost and expense of Tenant, to make any non-structural interior alterations, improvements or additions to the Premises required for the operation of Tenant's business at the Premises; provided, no exterior, substantial or structural alterations shall be made to the Premises without the prior written consent of Landlord. Upon the expiration or termination of the Term, Tenant shall remove all of its personal property from the Premises. Any and all repairs, alterations or improvements made to the Premises by Tenant shall be performed in a good and workmanlike manner, using quality materials and in compliance with Applicable Law. Tenant shall pay for all costs for work done by it or caused to be done by it in the Premises and shall keep the Premises free and clear of all mechanics' liens and other liens on account for work done for Tenant or persons claiming under Tenant. Tenant shall notify any contractor performing work on the Premises that any possible mechanic's lien will attach only to Tenant's leasehold interest and, under no circumstance, shall such a lien attach to Landlord's reversionary, fee, or other interest in the Premises or the land upon which it is situated.

9. Signage. Tenant shall have the right, at its sole cost and expense, to place such signage upon the Premises as allowed by Applicable Law. Any and all signage on the Premises not existing as of the Effective Date must be approved in writing by Landlord prior to being placed on the Premises.

10. No Waste or Nuisances. Tenant shall not allow or commit any waste of the Premises or create or allow any nuisance to exist on or about the Premises. Tenant shall promptly abate any nuisance that may arise at Tenant's sole cost and expense.

11. Destruction of Premises. If the Premises or the improvements thereon are totally or partially damaged or destroyed by fire or other casualty, Landlord shall have the option, in its sole and absolute discretion of Landlord, to repair or replace the same at the cost of Landlord as soon as reasonably practicable or terminate this Lease. In the event Landlord elects to terminate this Lease, Landlord shall provide written notice to Tenant within thirty (30) days after such time as Landlord decides not to restore the Premises. Such notice shall specify a date for the termination of this Lease and, upon the date specified, the Term shall expire as fully and completely as though such date were the date set forth above for the expiration of this Lease. Any Rent owing shall be paid up to the date of the casualty.

12. Condemnation. If all or any part of the Premises shall be taken by eminent domain for any public or quasi-public purpose, then the Term shall cease and terminate as of the date of such taking. All compensation that may be paid in connection with any taking will belong solely to Landlord and Tenant shall have no claim and shall not be entitled to any award for diminution in value of its leasehold interest. Tenant may seek and receive a separate award for the taking of any improvements, additions or property on the Premises belonging to Tenant.

13. Insurance. Tenant, at its sole cost and expense, shall obtain and all times during the Term and any extensions thereof keep in force with respect to the Premises and Tenant's business: (i) a combination self-insurance and comprehensive public liability insurance in a form customarily written for the protection of owners, landlords, and tenants of real estate, with Landlord and Tenant as named insured, which insurance shall provide coverage of not less than \$1,000,000.00 for each occurrence of bodily injury, death, or property damage at the Premises, with excess limits of at least \$5,000,000.00, and (ii) any other self-insurance or insurance required under Applicable Law. Tenant shall, at its sole cost and expense, obtain and at all times during the Term and any renewals thereof keep in force with respect to the Premises a combination of self-insurance and/or fire and casualty insurance for the repair or replacement cost of the Premises and the improvements thereon in the event of a casualty in a form and in an amount

acceptable to Landlord. Tenant shall, upon the Effective Date and upon request thereafter, furnish to Landlord all appropriate certificates evidencing that the insurance required hereunder is in force. All policies of insurance provided herein shall be issued by reputable insurance companies approved by Landlord and shall provide that such policies may not be canceled without at least thirty (30) days prior written notice to Landlord. During the Term (as the same may be extended), Tenant shall take no action or allow any action to be taken which may result in the cancellation of any insurance maintained in connection with this Lease or the Premises. Landlord may, but shall not be obligated to, insure the Premises or the contents of the Premises or other personal property of Tenant.

14. Covenants. Tenant shall (i) maintain or cause the Premises to be managed in accordance with the restrictive covenants and declarations which encumber the Premises, if any; (ii) not enter into, extend, renew, or modify any agreements with respect to the operation or maintenance of any portion of the Premises without the prior written consent of Landlord, which consent will not be unreasonably withheld, conditioned or delayed; (iii) not further encumber the Premises in any manner; (iv) perform when due all of Tenant's obligations to be performed under the restrictive covenants and declarations and all other agreements affecting the Premises; and (v) notify Landlord promptly of any code violations, litigation, arbitration or administrative hearing concerning or affecting all or any part of the Premises.

15. Indemnity. To the extent permitted by Applicable Law, Tenant shall protect, indemnify and hold Landlord and its officers, employees, agents, successors and assigns and the Premises (collectively, the "Landlord Indemnified Parties") harmless from and against any and all claims, demands, penalties, actions, damages, liability, cost and expense, including without limitation attorneys' fees, in connection with all losses, including losses of life, personal injury and damage to property, arising from or in any way related to (a) any occurrence in, upon or at the Premises; (b) the occupancy or use by Tenant of the Premises or any part thereof; (c) Tenant's failure to comply with any provision of this Lease; (d) occasioned wholly or in part by any act or omission of Tenant, its subtenants or assigns, or their respective concessionaires, agents, contractors, suppliers, employees, servants, customers, invitees or licensees; or (e) any determination by any taxing authority, court, or judicial or administrative tribunal that this Lease constitutes a finance lease or other finance arrangement resulting in adverse tax or other liability consequences of any kind to Landlord. The foregoing indemnities

shall not apply to the extent caused by the gross negligence or intentional misconduct of Landlord Indemnified Parties, or breach by Landlord under this Lease. In case any of Landlord Indemnified Parties shall, without fault, be made a party to any litigation commenced by or against Tenant or the Premises, or if any of Landlord Indemnified Parties determine in such party's sole and absolute discretion, that any of Landlord Indemnified Parties must intervene in such litigation to protect any such party, including, without limitation, the incurring of costs, expenses and attorneys' fees, the Tenant shall protect and hold Landlord Indemnified Parties harmless by attorneys satisfactory to Landlord in Landlord's sole and absolute discretion and shall pay all reasonable costs, expenses and attorneys' fees incurred or paid by such party in connection with such litigation.

16. Acceptance of Premises. The commencement of Tenant's operations from the Premises on the Effective Date shall be conclusive evidence that (a) Tenant accepts the Premises as suitable for the purpose of Tenant's intended use, and (b) Tenant accepts the Premises and each and every improvement, part and appurtenance thereof "as is" and "where is."

17. Quiet Enjoyment. Upon the payment of Rent and the performance of the obligations of Tenant pursuant to this Lease, Tenant shall peaceably and quietly have, hold, and enjoy the Premises during the Term and any extension thereof. Tenant accepts this Lease and the Premises subject and subordinate to any encumbrances of record, easements, rights of way, restrictive covenants, servitudes, reservations, restrictions, or other liens presently existing against the Premises. Landlord reserves the right to enter upon the Premises at any and all reasonable times for the purpose of inspecting the general state of repair and condition of the Premises, or for any other reasonable purposes whatsoever.

18. Compliance with Law. Tenant and its operations shall at all times remain in compliance with all Applicable Law.

19. Hazardous Materials. Tenant shall not do or permit in or about the Premises anything which is illegal, hazardous, or of a dangerous nature, or which will increase the rate of, or cause cancellation of, any insurance on the Premises. Tenant shall not, except in strict compliance with any and all laws, regulations, codes, ordinances, and statutes, use or dispose of any Hazardous Materials in or about the Premises. As used herein, "Hazardous Materials" shall include, but not be limited to, substances defined as hazardous substances, "hazardous materials," or "toxic substance" in the Comprehensive Environmental Response,

Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances controlled or defined under similar laws, statutes, or regulations, in each instance in concentrations or quantities that are actionable under applicable environmental law. Notwithstanding the foregoing, Landlord acknowledges and agrees that Tenant shall have the right to use at and to store upon the Premises *de minimis* quantities of non-hazardous chemical-based cleaning products and other materials used in the ordinary course of Tenant's business at the Premises, so long as such materials are used, kept, and disposed of in compliance with applicable environmental laws. To the extent permitted by Applicable Law, Tenant shall indemnify, defend, and hold Landlord Indemnified Parties harmless from and against any and all proceedings, orders or judgments arising out of or resulting therefrom, costs, claims, damages (including, without limitation, reasonable attorneys', consultants' and expert fees, court costs and amounts paid in settlement of any claims or action), fines, forfeitures or other civil, administrative or criminal penalties, injunctive or other relief, liabilities or losses arising from a breach of this Section by Tenant, its affiliates, agents, employees, contractors, sublessees, assignees, invitees or other parties. This duty of indemnification shall survive the expiration or termination of this Lease for the maximum time permitted under Applicable Law.

20. Assignment and Subletting. Tenant shall not assign, sublet or otherwise transfer any right or obligation of Tenant under this Lease or in the Premises without the prior written consent of Landlord. Any purported assignment, subletting or transferring of any interest of Tenant under this Lease or in the Premises without the prior written consent of Landlord shall be void and shall, at Landlord's election, constitute a default under this Lease. In the event of any assignment or subletting approved by Landlord pursuant hereto, Landlord shall be entitled to the full amount of Rent paid by such assignee or subtenant, and Tenant shall not be entitled to any profit whatsoever as a result of such assignment or subletting. In the event of any sublease of the Premises approved by Landlord, Tenant shall execute a guaranty in a form acceptable to Landlord to guarantee the full performance of each and every obligation hereunder. Landlord may assign this Lease and any and all rights and obligations of Landlord hereunder or in the Premises at any time without notice or consent.

21. Subordination. Landlord shall have the right to place liens and encumbrances on the Premises superior in lien and effect to this Lease. This Lease, and all rights and interests of Tenant hereunder, shall, at the option of Landlord, be subject and subordinate to any liens and encumbrances now or hereafter imposed by Landlord or otherwise upon the Premises or any part thereof, and Tenant agrees to execute, acknowledge, and deliver to Landlord promptly upon request, any instruments that may be necessary to further evidence the subordination of this Lease and all rights herein to any such lien or encumbrance as may be required by Landlord; provided, that the holder or beneficiary of any such lien or encumbrance, or mortgagee, shall be required to recognize this Lease and Tenant's interest hereunder.

22. Attornment. In the event any proceedings are brought to foreclose any mortgage on the Premises, Tenant will attorn to the purchaser at the foreclosure sale and recognize such purchaser as the Landlord under this Lease, provided that such purchaser recognizes this Lease and Tenant's interest hereunder. The purchaser, by virtue of such foreclosure, shall be deemed to have assumed, as substitute Landlord, the terms and conditions of this Lease until the resale or other disposition of such purchaser's interest. Such assumption shall not be deemed an acknowledgement by the purchaser of the validity of any then existing claims of Tenant against Landlord. Tenant agrees to execute and deliver such further assurances and other documents, including a new lease, confirming the foregoing, as such purchaser may reasonably request. Tenant waives any right of election to terminate this Lease because of any such foreclosure proceeding.

23. Estoppel Certificates. Tenant agrees to execute, acknowledge and deliver to Landlord, in a form satisfactory to Landlord, a written statement certifying that Tenant has accepted the Premises, that this Lease is unmodified and in full force and effect (or, if there have been modifications, that this Lease is in full force and effect as modified, setting forth the modifications), that Landlord has performed all of Landlord's obligations under the Lease and is not in default hereunder, the date through which Rent and other sums payable by Tenant have been paid in advance (if any), the commencement and termination dates of the Term of this Lease, and such additional facts as may be required by Landlord. Tenant understands and agrees that any such statement delivered pursuant to this Section may be relied upon by a prospective purchaser of the Premises, any

mortgagee or prospective mortgagee of the Premises and their respective successors and assigns.

24. Default. Any or all of the following shall constitute an "Event of Default" under this Lease:

- a. Tenant's failure for any reason whatsoever to comply with any provision of this Lease or to promptly discharge any and all of Tenant's obligations hereunder, including, without limitation, Tenant's failure to pay Rent or any other sum herein required to be paid by Tenant when due or failure to provide proof of payment of the same;
- b. The filing of a petition in bankruptcy or insolvency proceeding by or against Tenant;
- c. The failure of Tenant to maintain the Premises in accordance with all Applicable Law, including, without limitation, all environmental laws;
- d. Tenant's becoming insolvent or making a transfer or assignment for the benefit of creditors; and
- e. The issuance of process of execution upon or the attachment of any of Tenant's property in or about, or interest in, the Premises.

25. Remedies. Upon the occurrence of any Event of Default, Landlord shall notify Tenant in writing of the same and shall give Tenant ten (10) days to cure the default (the "Cure Period"). Following expiration of the Cure Period, if the Event of Default has not been cured to the satisfaction of Landlord, Landlord may pursue any remedy available under all Applicable Law without any notice or demand whatsoever, including without limitation, the following:

- a. Landlord may declare this Lease to be terminated and Tenant shall promptly surrender the Premises to Landlord. Tenant shall pay to Landlord on demand the amount of all expenses which Landlord may suffer by reason of such termination, whether through an inability to re-let the Premises on satisfactory terms or otherwise.

b. Landlord may, without terminating this Lease, enter upon or take possession of the Premises and expel or remove Tenant, or any other person occupying the Premises or any part thereof, in accordance with Applicable Law.

c. Landlord may, without terminating this Lease, and in accordance with Applicable Law, enter upon the Premises and perform whatever acts Tenant is obligated to perform pursuant to the provisions of this Lease. Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in the performance of Tenant's obligations pursuant hereto. Thereafter, Tenant shall remain liable for all Rent pursuant to this Lease and Landlord may, at its option, make a reasonable effort to re-let the Premises on commercially reasonable terms. Landlord's good faith determination as to what constitutes commercially reasonable terms for re-letting the Premises shall be conclusive for purposes of this Section.

d. Landlord may bring an action in any court of competent jurisdiction seeking specific performance of this Lease, eviction of Tenant, or damages for Tenant's breach or breaches of this Lease.

e. Landlord may take no action, allow Rent and all other amounts becoming due under this Lease to accrue and proceed with all necessary action to collect Rent and all other amounts becoming due under this Lease as same become due.

26. Surrender of Premises. At the termination of this Lease or expiration of the Term, whichever shall occur first, Tenant shall surrender to Landlord the Premises in good, sanitary, safe and operable condition, ordinary wear and tear excepted. Tenant shall remove its equipment and other personal property of Tenant from the Premises. Tenant has no right to holdover its tenancy after the expiration or termination of this Lease. Should Tenant unlawfully holdover past the expiration or termination of this Lease, Tenant shall be considered a tenant at will and all of the terms and provisions of this Lease shall be applicable during that period; provided, however, that **(a)** Tenant agrees to vacate and deliver the Premises to Landlord immediately upon Tenant's receipt of a notice from Landlord

to vacate, and **(b)** no holding over by Tenant, whether with or without consent of Landlord, shall operate to extend this Lease except as otherwise expressly provided, and **(c)** Tenant shall indemnify Landlord against any and all liability to other parties claiming rights in or to the Premises during the period of Tenant's holdover tenancy..

27. Access to Premises. Landlord shall have the right to enter upon the Premises at all reasonable hours for the purpose of inspecting and exhibiting the Premises, making repairs, additions or alterations to the Premises or for any other lawful purpose; provided, such entry shall not unreasonably interfere with the conduct of Tenant's business.

28. No Right of Offset If Tenant has any claim whatsoever against Landlord, such claim may not be offset against Rent or any other amount owed to Landlord by Tenant.

29. Miscellaneous.

a. *Consent.* For purposes of this Lease, whenever the consent or approval of Landlord may be required or permitted, Landlord may delay, condition, or withhold its consent for any reason whatsoever in its sole and absolute discretion.

b. *Time.* Time is of the essence. In the event the expiration of any time period set forth in this Lease would occur on a Saturday, Sunday or legal holiday, the expiration of such time period shall be extended to the next day that is not a Saturday, Sunday or legal holiday.

c. *Severability.* Each provision of this Lease is severable from all other provisions. If any provision is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable. In the event that any court of competent jurisdiction determines that any such provision is invalid or unenforceable for any reason, all remaining provisions shall remain in full force and effect.

d. *Modification.* No provision contained in this Lease may be modified or amended except by written agreement signed by the party to be bound thereby.

e. *Captions and Headings.* The captions, headings and section numbers appearing in this Lease are for convenience only and in no way define, limit, construe or describe the scope or intent of this Lease.

f. *Governing Law and Venue.* This Lease shall governed by and interpreted in accordance with the internal laws of the State of Kansas without regard to principles of conflicts of laws that would require or permit application of any other law. Any litigation between the parties relating to this Lease shall be brought in the District Court of Johnson County, Kansas, where venue shall exclusively lie.

g. *Successors and Assigns.* This Lease shall inure to the benefit of and shall be binding upon the parties' respective successors and permitted assigns.

h. *Liens.* Tenant shall not suffer or permit any lien or encumbrance to be placed on the Premises whether voluntary or involuntary, by operation of law or otherwise.

i. *Performance by Landlord.* If Tenant fails to take any action or otherwise satisfy any obligation of Tenant under this Lease, Landlord may, but shall not be obligated to, take any such action and satisfy any such obligation for and on behalf of Tenant at the sole cost and expense of Tenant. Any and all costs incurred by Landlord in connection therewith shall be immediately due and payable to Landlord on demand.

j. *Notices.* All notices permitted or required herein shall be given in accordance with that certain Real Estate Purchase Agreement dated June 8, 2023 by and between Landlord as Buyer and Tenant as Seller.

k. *Waiver.* No waiver by either party to this Lease at any time of any default of the other party or compliance by the other party with any condition or provision of this Lease to be performed by the other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or any prior or subsequent time.

l. *Rights and Remedies Cumulative.* The rights and remedies of Landlord and Tenant expressed in this Lease are cumulative and not exclusive of any rights and remedies otherwise available.

m. *Counterparts.* This Lease may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

n. *Further Assurances.* Upon request by Landlord, Tenant shall promptly execute and deliver such other documents and take such further actions as may be reasonably requested by Landlord to carry out the provisions of this Lease.

o. *Review of Agreement.* Tenant represents, warrants and covenants that Tenant had adequate opportunity to review this Lease and to seek legal counsel prior to the execution and delivery of this Lease by Tenant.

p. *Relationship of Parties.* Nothing contained in this Lease shall be deemed or construed by Landlord, Tenant or any third party to create a relationship of principal and agent or joint venture between Landlord and Tenant or any relationship other than landlord and tenant.

q. *Commissions.* The transactions contemplated by this Lease have been completed by the parties acting as principals and without the assistance of any brokers, agents, finders, or other persons. Each party represents, warrants and covenants that the party has not obligated any other party to the payment of any fee, commission or charge of any broker, agent, finder, or other person in connection with this lease. If any broker or agent claims it is owed a commission due to an agreement with one of the parties, such party shall

indemnify the other party for, from and against any and all claims, lawsuits, damages or liens arising out of such claim by the broker or agent.

r. *Interpretation.* This Lease shall be interpreted as follows: (i) as though the parties shared equally in the negotiation and preparation of this Lease; (ii) gender or lack of gender of any word shall include the masculine, feminine and neuter; (iii) singular shall include the plural and vice versa; (iv) the words "include" and "including" mean, in addition to any regularly accepted meaning, "without limitation" and "including but not limited to"; (v) references to Sections refer to Sections of this Lease; (vi) subject headings, captions, and titles shall not affect the interpretation of this Lease; (vii) the definition of any term in this Lease shall apply to all uses of such term whenever capitalized; (viii) the words "and" and "or" shall mean "and/or"; and (iv) any exhibits of this Lease shall be incorporated into this Lease as though fully set forth herein.

s. *Entire Agreement.* This Lease contains the entire agreement of all parties and no other oral or written agreements shall be binding upon the parties hereto. The parties acknowledge that they have neither been influenced to enter into this transaction by any part, nor relied on any representation of any party except for those representations set forth in this Lease. This Lease supersedes all prior agreements, contracts, and understandings of any kind, either oral or written.

[SIGNATURE PAGE(S) TO FOLLOW]

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed as of the Effective Date.

CITY OF WESTWOOD, KANSAS
as Buyer

By: _____
David E. Waters, Mayor

Date: _____

ATTEST:

By: _____
Abby Schneeweis, City Clerk

Date: _____

APPROVED AS TO FORM:

By: _____
Ryan B. Denk, City Attorney

Date: _____

SHAWNEE MISSION UNIFIED SCHOOL DISTRICT #512
as Seller

By: _____
Mary Sinclair

Date: 5/22/23

Printed Name: Mary Sinclair

Title: Board President

EXHIBIT 1
LEGAL DESCRIPTION

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.

EXHIBIT "D"
Contractual Provisions Attachment



CONTRACTUAL PROVISIONS ATTACHMENT
Shawnee Mission School District



Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

The Provisions found in Contractual Provisions Attachment (Form SMSD-146a, Rev. 01-23), which is attached hereto, are hereby incorporated in this contract and made a part thereof.

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in Johnson County, Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, Shawnee Mission School District (SMSD) may terminate this agreement at the end of its current fiscal year. SMSD agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided SMSD under the contract. SMSD will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by SMSD, title to any such equipment shall revert to contractor at the end of SMSD's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to SMSD or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or SMSD to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas and SMSD is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the agreement may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) contractor agrees all hiring must be on the basis of individual merit and qualifications,

and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by SMSD or the Kansas Department of Administration.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given, including, but not limited to the signature of an authorized representative of SMSD, as defined in SMSD policy.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or SMSD have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and SMSD do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or SMSD at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and SMSD shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and SMSD shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require it to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the State of Kansas Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*
12. **The Eleventh Amendment:** The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State and SMSD to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment.
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of SMSD or any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
14. **Privacy of Student Records.** The contractor understands that SMSD is subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g) (FERPA) and agrees to handle any student education records it receives pursuant to the contract in a manner that enables SMSD to be compliant with FERPA and its regulations. The contractor agrees to protect the privacy of student data and educational records in a commercially reasonable manner and shall not transmit, share, or disclose any data about a student without the parent's/guardian's written consent, except to other SMSD officials who seek the information within the context of their professionally assigned responsibilities and used within the context of official SMSD business. Contractor shall promptly report to SMSD any request for or improper disclosure of SMSD's student educational records.
15. **Confidentiality.** As a state agency, SMSD contracts are generally public records. Accordingly, no provision of this contract shall restrict SMSD's ability to produce this contract and/or any corresponding documents in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215 *et seq.*).

EXHIBIT "E"
Option Agreement

Option Agreement between Shawnee Mission School District and the City of Westwood

This Option Agreement ("Option") is made as of the date last executed below, between Shawnee Mission Unified School District No. 512 ("Optionor") and the City of Westwood ("Optionee") under the terms of this Option.

Whereas Optionee cooperated with Optionor in Optionor's procurement and planned use of a parcel of real estate, and

Whereas Optionee's cooperation facilitated and made possible Optionor's negotiated purchase of the parcel of real estate,

Optionor and Optionee agree to the following terms:

1. **Option to Purchase and Purchase Price.** In consideration of Ten Dollars (\$10.00), receipt of which is acknowledged, Optionor does hereby provide Optionee an Option to Purchase the real estate commonly known as 4935 Belinder Ave as depicted on Exhibit A, Westwood, Kansas ("Real Estate Tract 1"), as further described below, and/or real estate commonly known as the Westwood View School property as depicted on Exhibit B hereto which is inclusive of property commonly known as 2511 W. 50th Street, Westwood, Kansas ("Real Estate Tract 2"), on the terms and conditions hereinafter set forth. Said sum of Ten Dollars (\$10.00) shall not be credited on the purchase price hereinafter mentioned.
2. **Purchase Price.** In the event Optionor elects to sell the Real Estate Tract 1 and/or Tract 2 and Optionee desires to exercise this Option, the purchase price shall be determined as follows:
 - a. **Right of First Refusal.** Upon Optionor's receipt of a *bona fide* offer to purchase Real Estate Tract 1 and/or Tract 2, Optionor shall notify Optionee in writing within five (5) days of receipt of the offer of all material terms of the offer and further advising of Optionor's intent to accept the offer should the Optionee decline to exercise its Right of First Refusal ("ROFR"). Optionee shall have ten (10) days following receipt of the ROFR notice from Optionor to exercise its ROFR on the same material terms as are stated within the *bona fide* offer and in conformance with paragraph 4 below. Following exercise of the option, the parties shall have ten (10) more days to reduce their agreement relating to the sale of Real Estate Tract 1 and/or 2 into a binding real estate sales contract; or,
 - b. **Option in Absence of Bona Fide Offer.** In the absence of any *bona fide* offer to purchase the Real Estate Tract 1 and/or Tract 2 from a third party, Optionee may purchase the property at the value of the Real Estate Tract 1 and/or Tract 2 as stated within a certified appraisal conducted by an appraiser mutually agreeable between the parties.

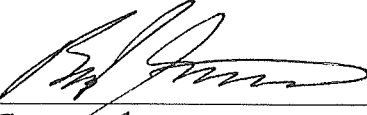
3. **Term.** This offer shall be continuing and irrevocable for a period of five (5) years following the execution of this agreement with the option to renew at the end of the term. That renewal will require agreement by both parties in the form of a renewal addendum to this agreement. The Optionee shall have the exclusive and absolute power to accept this offer on or before said hour and day; but if said offer shall not be accepted as herein provided it shall forthwith terminate, the Optionee shall have no further rights hereunder, and the consideration paid therefor shall be retained by the Optionor. Time shall be of the essence as to the exercise of this option.
4. **Exercise of Option.** To accept said offer and purchase said property, Optionee shall signify and declare such election and acceptance by delivery of written notice thereof to Optionor. Upon delivery of said notice, the parties shall reduce their agreement relating to sale of the Real Estate Tract 1 and/or Tract 2 into a sales contract within ten (10) days.
5. **Description of Property.** Real Estate Tract 1 which is the subject of this Option is commonly known as 4935 Belinder Ave, Westwood, Kansas, as depicted on Exhibit A, and all attached fixtures thereon:

A parcel of land in the Southeast 1/4 of the Northeast 1/4 of Section 3, Township 12 South, Range 25 East of the Sixth Principal Meridian, in the City of Westwood, Johnson County, Kansas, described as follows: Beginning at a point 172 feet North of the Southwest Corner of said Southeast 1/4 of the North east 1/4 of the said Section 3, running thence North 492.2 feet; thence East 575 feet, thence South 492.2 feet; thence West 575 feet to the place of Beginning, subject to that part in road.

Real Estate Tract 2 which is the subject of this Option includes all of that property depicted on Exhibit B hereto which is inclusive of that property commonly known as 2511 W. 50th Street, Westwood, Kansas, and all attached fixtures thereon.
6. **Payment of Purchase Price.** Optionee shall pay the Purchase Price in the amount described in Paragraph 2, in addition to the amount paid for this Option, to the Optionor in the form of cashier's check payable to Optionor at the time for closing upon the property as prescribed by the real estate contract to be entered into by the parties following exercise of the Option.
7. **General Warranty Deed.** The property shall be conveyed by general warranty deed free and clear of all liens, except as herein provided.
8. **Successors and Assigns.** This Option shall be binding upon the successors and assigns of the Optionor, and insure to the successors and assigns of the Optionee and if accepted be binding upon them.
9. **Acknowledgement and Signatures.** The parties hereto acknowledge that they have each read and agreed to the terms and conditions of this Agreement, and they each understand it will become legally binding upon each of them by their signing below.

Optionor

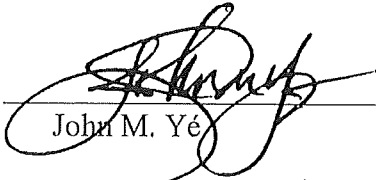
Date: 2-22-19

By: 
BRAD STRATTON

Title: Board President

Optionee

Date: January 10, 2019

By: 
John M. Yé

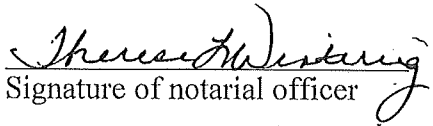
Title: Mayor, City of Westwood, Kansas

Acknowledgement

State of Kansas)
) ss.
County of Johnson)

This instrument was acknowledged before me on February 22, 2019, by
Date

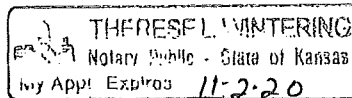
JOHN M. YÉ
Brad Stratton
Optionor


Signature of notarial officer

Clerk of the Board
Title

My appointment expires on:

11-2-20



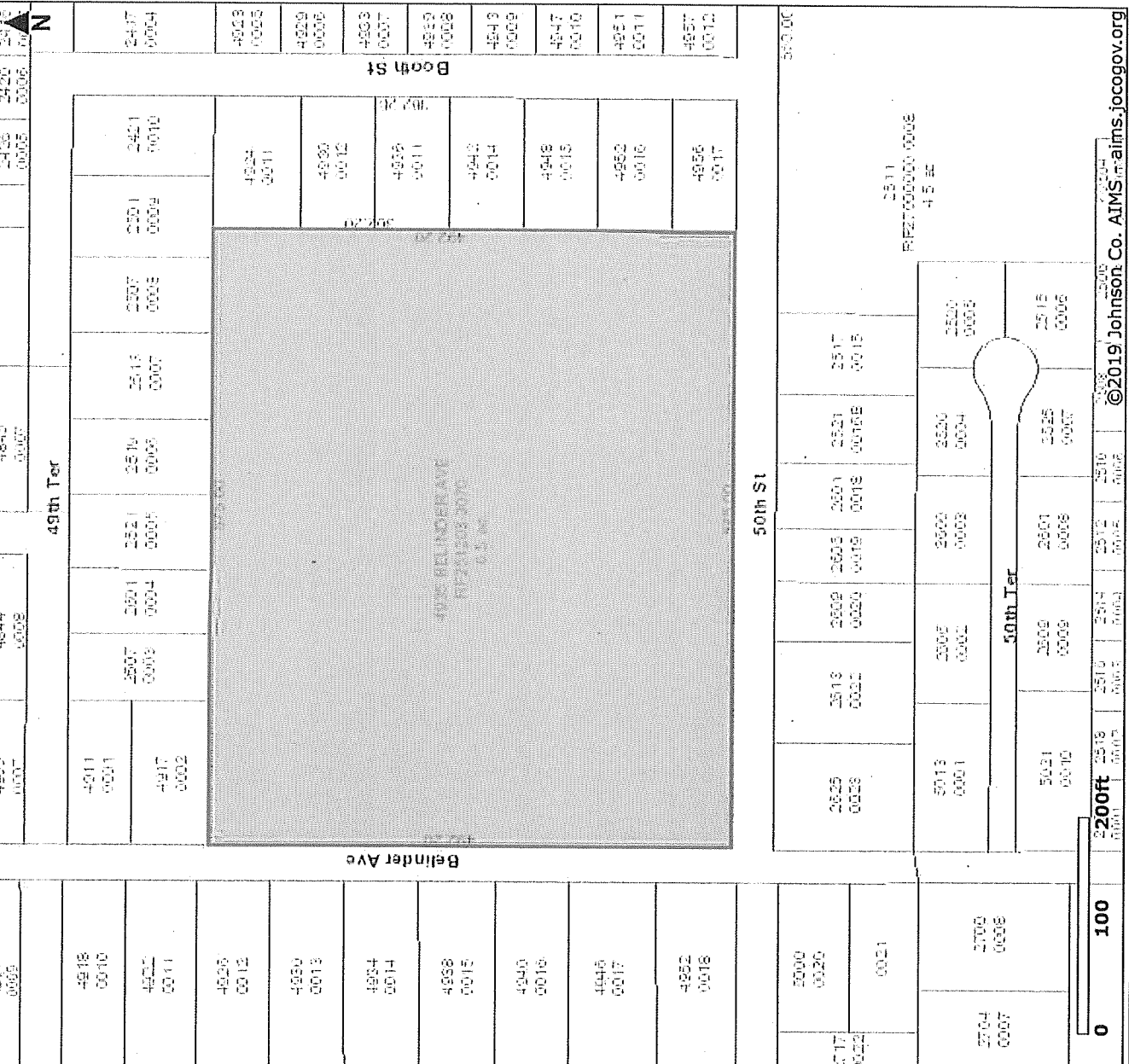
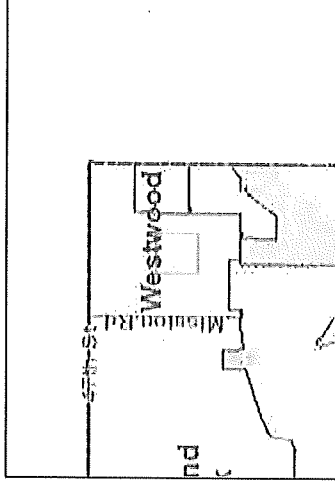


Exhibit A
4935 Belinder Ave property

LEGEND

4914 0005	4920 0007	4844 0008	4845 0007	4926 0005	4920 0006	4915 0007	4917 0004	4923 0005	4929 0006	4903 0007	4919 0008	4943 0009	4947 0010	4951 0011	4957 0012
4918 0010	4911 0001	4907 0003	4921 0005	4916 0004	4921 0005	4916 0006	4917 0002	4924 0011	4930 0012	4936 0011	4942 0014	4948 0015	4952 0016	4956 0017	



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JOHNSON COUNTY
KANSAS
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1/9/2019

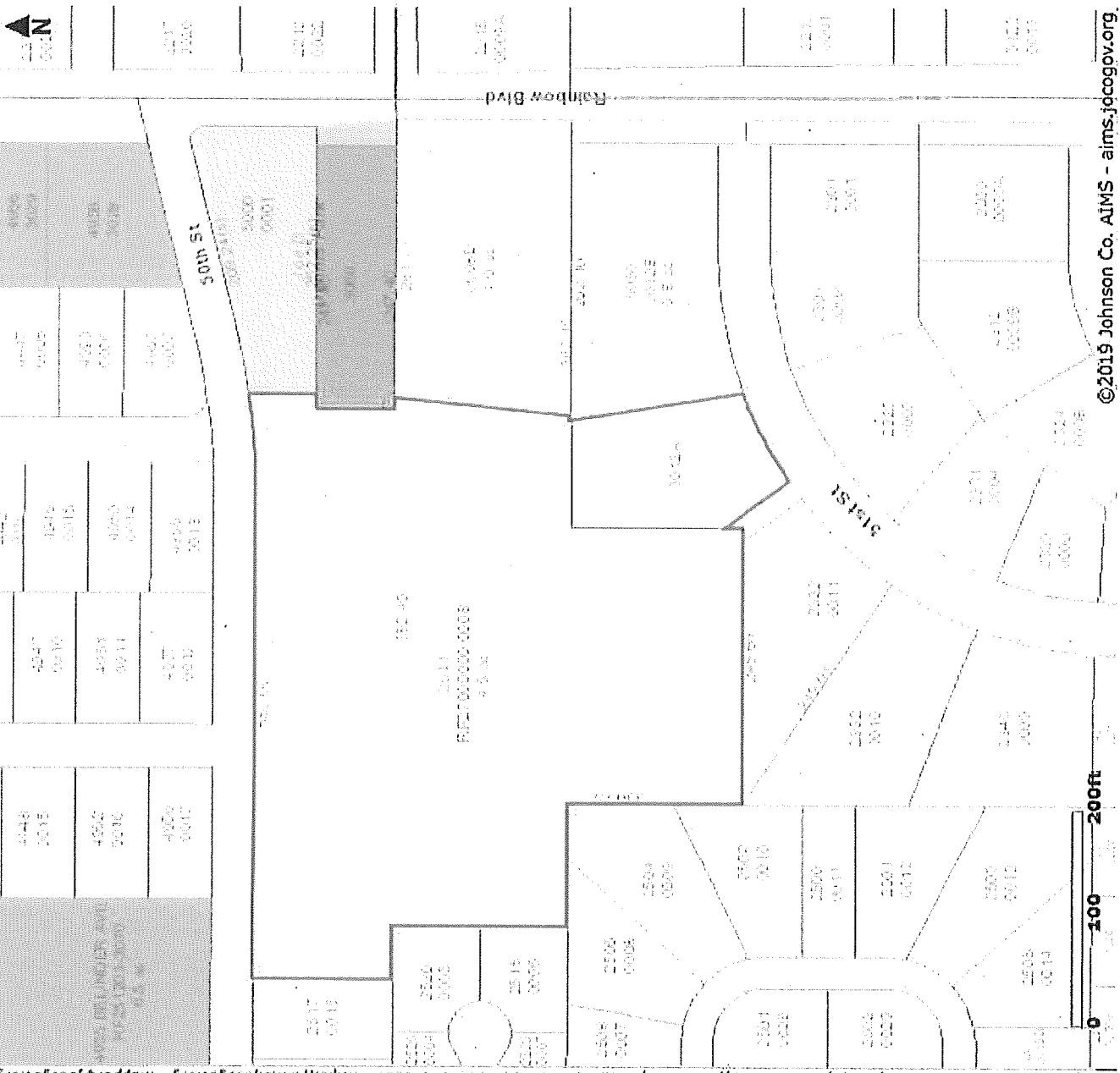
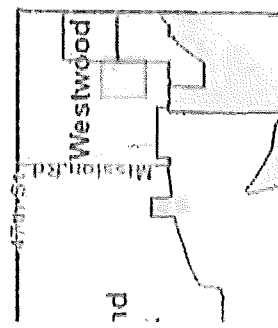


Exhibit B

2511 W. 50th Street property

LEGEND

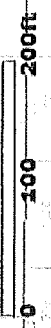


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MISSOURI
AIMS GIS & Mapping

1/9/2019

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CUSTOMER RECEIPT - RECORDING SERVICES

Receipt Number: T20190008546 Customer: **FREDERICK L SHERMAN**
 (913) 558-8701

Date/Time: 2/28/2019 9:05:26 AM
 Method Received: Front Counter
 Clerk: Coday

TRANSACTION DETAILS

Instrument Number	Instrument Type	Book Page	Gen Fee	Tech. Fee	Copy	Certified	Copy Fee	Total	#Pgs	Consideration	Subtotal
201902280005643	Other	201902 005643	\$82.00	\$24.00	N	N	\$0.00	\$0.00	6	\$0.00	\$106.00

First Party Name Second Party Name
 SHAWNEE MISSION SCHOOL CITY OF WESTWOOD
 DISTRICT

Disposition: NO DISPOSITION

PAYMENT INFORMATION

Method of Payment Payment Control ID
 Check Payment 4008

Authorized Agent

Total Payments:

Trans Total: \$106.00

	Account Balance
AMOUNT PAID:	\$106.00
LESS AMOUNT DUE:	\$106.00
CHANGE RECEIVED:	\$0.00

EXHIBIT "F"
Memorandum of Agreement

Space above reserved for Register of Deeds Certification

TITLE OF DOCUMENT: Memorandum of Contract

DATE OF DOCUMENT: as of June 8, 2023

BUYER: CITY OF WESTWOOD, KANSAS

BUYER'S ADDRESS: 4700 Rainbow Boulevard,
Westwood, KS 66205

SELLER: SHAWNEE MISSION UNIFIED
SCHOOL DISTRICT #512

SELLER'S ADDRESS: 8200 West 71st Street, Shawnee
Mission, Kansas 66204

LEGAL DESCRIPTION: Exhibit "A" annexed hereto

REFERENCES: None

MEMORANDUM OF CONTRACT

NAME AND ADDRESS OF BUYER: CITY OF WESTWOOD, KANSAS
("Buyer"), 4700 Rainbow Boulevard, Westwood, KS 66205.

NAME AND ADDRESS OF SELLER: SHAWNEE MISSION UNIFIED SCHOOL
DISTRICT #512 ("Seller"), 8200 West 71st Street, Shawnee Mission, Kansas
66204.

DATE OF CONTRACT: as of June 8, 2023.

DESCRIPTION OF PROPERTY: That certain Real Estate Purchase Agreement,
dated as of June 8, 2023 (the "Contract"), between Buyer and Seller, concerns
the real property (the "Property") described on **Exhibit "A"** annexed hereto.

MEMORANDUM OF CONTRACT ONLY: This instrument is intended only to
convey notice of the Contract, which concerns the sale and purchase of the
Property by Seller to Buyer. This memorandum shall not be construed to change,
vary, modify or interpret any of the terms or conditions of the Contract. The
Contract sets forth the terms and conditions of the rights contained therein, and
reference should be made to the Contract for such terms and conditions.

[signatures commence on the following page]

IN WITNESS WHEREOF, Buyer and Seller have each caused this Memorandum of Contract to be executed and acknowledged as of June 8, 2023.

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: _____
Mary Sinclair

Date: 5/22/23

Printed Name: Mary Sinclair

Title: Board President

STATE OF KANSAS)
) ss.
COUNTY OF JOHNSON)

On this ____ day of ____, 2023, before the undersigned, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared **DAVID E. WATERS**, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same as his act and deed in his capacity as Mayor of the City of Westwood Kansas, as the act and deed of such city.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public within and for said County and State

My commission expires _____

STATE OF KANSAS)
) ss
COUNTY OF JOHNSON)

On this 22 day of May 2023, before the undersigned, a Notary Public in and for said County and State, residing therein duly commissioned and sworn, personally appeared Mary Sinclair, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same as her act and deed in her capacity as a Board President of **Shawnee Mission School District #512**, as the act and deed of such school district.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Michelle L. Trenholm

Notary Public within and for said County and State
My commission expires 3/9/2027

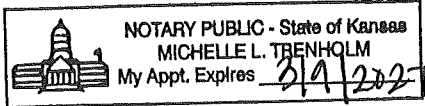


EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

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.