

**FIRST AMENDMENT  
TO  
REAL ESTATE PURCHASE AGREEMENT**

This First Amendment to Real Estate Purchase Agreement (“First Amendment”) is entered into by and between **THE CITY OF WEST BURLINGTON, IOWA**, an Iowa municipal corporation (“SELLER”), and **BK LAND, LLC**, an Iowa limited liability company (“BUYER”), as of the date of last signature set forth below (“Effective Date”).

SELLER and BUYER by this written amendment to the Purchase Agreement (“Agreement”) between the parties, dated March 26, 2020, and filed July 14, 2020, as part of **Instrument No. 2020-003501**, Recorder’s Office, Des Moines County, Iowa, mutually agree that Paragraph 1 of the Agreement shall be amended and superseded in its entirety as follows:

**“CONSIDERATION.** In consideration of SELLER’S sale of the Property to BUYER, BUYER agrees to convey to SELLER, via dedication to the public (“Dedication”) pursuant to a final subdivision plat (“Final Plat”), the real property situated in the City of West Burlington, Des Moines County, Iowa, depicted and described on “Exhibit B” attached hereto and incorporated herein by this reference, consisting of approximately 2.03 acres (“Public Property”). BUYER shall complete the Dedication by filing a Final Plat in the Office of the Recorder, Des Moines County, Iowa, within six (6) months of the date the First Amendment to this Real Estate Purchase Agreement is filed with the Des Moines County Recorder, subject to no more than two (2) extensions of three (3) months each at SELLER’S discretion for good cause shown. BUYER agrees not to encumber the Public Property by lien or mortgage or other similar debt obligation, nor to sell the Public Property to a third-party, prior to completing the Dedication, without the express written consent of SELLER. These provisions shall survive closing.”

Except for the terms and provisions of the Agreement referenced in this First Amendment, all remaining terms and conditions of the Agreement shall remain in full force and effect. This First Amendment is contingent upon approval of the City Council of the City of West Burlington, Iowa, by resolution.

**BUYER**

**BK LAND LLC,**  
an Iowa limited liability company

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

By: \_\_\_\_\_  
Kathy Schwenker, President

STATE OF IOWA,  
DES MOINES COUNTY, SS:

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022 before me, the undersigned, personally appeared **Kathy Schwenker**, as President of BK Land, LLC, an Iowa limited liability company, who being duly sworn, executed the foregoing instrument and affirmed such execution to be her voluntary act and deed on behalf of said company, as authorized by its members.

\_\_\_\_\_  
Notary Public in and for said State

By: \_\_\_\_\_  
Brenda Carson, Vice President

STATE OF IOWA,  
DES MOINES COUNTY, SS:

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022 before me, the undersigned, personally appeared **Brenda Carson**, as Vice-President of BK Land, LLC, an Iowa limited liability company, who being duly sworn, executed the foregoing instrument and affirmed such execution to be her voluntary act and deed on behalf of said company, as authorized by its members.

\_\_\_\_\_  
Notary Public in and for said State

**SELLER**

**CITY OF WEST BURLINGTON, IOWA,**  
an Iowa municipal corporation

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

By: \_\_\_\_\_  
Ron Teater, Mayor

Attest:

\_\_\_\_\_  
Kelly D. Fry, City Clerk

STATE OF IOWA,  
DES MOINES COUNTY, SS:

On this \_\_\_\_\_ day of \_\_\_\_\_ 2022 before me, the undersigned, personally appeared **Ron Teater**, as Mayor, and **Kelly D. Fry**, as City Clerk, for the City of West Burlington, an Iowa municipal corporation, who being duly sworn, executed the foregoing instrument and affirmed such execution to be their voluntary acts and deeds on behalf of said municipal corporation, as authorized by the City Council.

\_\_\_\_\_  
Notary Public in and for said State