

SECOND AMENDMENT TO DECEMBER 18, 1990 REAL ESTATE AGREEMENT

THIS SECOND AMENDMENT TO AGREEMENT, made and entered into on this ____ day of _____, 2002, by and between the City of Overland Park, Kansas, a municipal corporation, hereinafter referred to as “BUYER,” and Fire District No.2 (Rural), a public entity, to wit: a fire district organized and existing under the provisions of K.S.A. 19-3613 et seq., hereinafter referred to as “SELLER,” is an amendment to the Real Estate Agreement previously entered into by the parties and dated the 18th day of December, 1990, to include any and all subsequent consents and ratifications to said Agreement and the provisions of the September 18, 2000 Addendum (Amendment) to said Real Estate Agreement. (Copies of which are attached as Exhibit A for reference purposes).

WHEREAS, Section II. Consideration, Subparagraph (3) of the December 18, 1990, Agreement between the parties was amended by the September 18, 2000 Addendum (Amendment) to said Agreement to provide in part for the City to supply fire protection to those selected portions of the unincorporated areas of the Stanley SubDistrict, as requested by and at the option of the Fire District as more fully identified in Exhibit B of the September 18, 2000 Addendum (Amendment), and for the Seller to pay Buyer certain incremental monies in return for such service; and

WHEREAS, Section III. Levels of Fire Service of the December 18, 1990 Agreement between the parties was amended by the September 18, 2000 Addendum (Amendment) to Agreement; and

WHEREAS, the parties agree that changes should be made to Section II, Subparagraph (3) and Section III, as previously amended by the September 18,

2000 Addendum (Amendment) to Agreement, due to the subsequent and further development of concepts related to these fire services and due to the Buyer's annexation of land in 2002 and due to the detachment of that land from the boundaries of the Seller.

NOW THEREFORE, in consideration of the above recitals, the mutual covenants and agreements herein contained and for other good and valuable considerations, the parties hereto agree that Section II. Consideration, subparagraph (3), and Section III. Levels of Fire Service of the December 18, 1990 Real Estate Agreement as subsequently amended by the September 18, 2000 Addendum (Amendment) to Agreement between the parties shall be further amended to read as follows:

II. CONSIDERATION.

The parties agree that the consideration that has previously flowed between the parties pursuant to the original Real Estate Agreement as amended by the September 18, 2000 Addendum (Amendment) constitutes adequate consideration to support the transfer of title to the real estate that was the subject of the original Agreement.

The parties further agree that the levels of fire service, if any, to be provided by either party to the other, and any consideration for such services shall be negotiated and set forth in a separate agreement, executed by the parties.

III. LEVELS OF FIRE SERVICE.

The parties agree that the levels of fire service, if any, to be provided by

either party to the other shall be set forth in a separate agreement, executed by the parties.

The parties agree that all remaining provisions of the original December 18, 1990 Real Estate Agreement as amended by the September 18, 2000 Addendum (Amendment) shall remain unchanged. The parties specifically agree and acknowledge that it is the intent of the parties that nothing contained in this Second Amendment to Agreement shall affect the prior transfer of real and personal property that occurred as a result of the original December 18, 1990 Real Estate Agreement and Seller shall not file any claims or causes of action affecting or in any fashion encumbering the title to the real and personal property transferred by the original December 18, 1990 Real Estate Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Agreement to be executed by their authorized officials on the day and year first above written.

FIRE DISTRICT NO.2 (RURAL)

CITY OF OVERLAND PARK,
KANSAS

By _____

By _____
Ed Eilert, Mayor

ATTEST:

ATTEST:

Marian Cook, City Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Tammy M. Williams
Assistant City Attorney