

PETEFISH

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— Est. 1915 —

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March 15, 2013

David Corliss
City Manager
City Hall
6 E. 6th Street
Lawrence, Kansas 66044

Re: Extension of Due Diligence Period under Purchase and Sale Agreement dated October 28, 2008 (“Agreement”) between the City of Lawrence (“Seller”) and North Mass Redevelopment, LLC (“Purchaser”)

Dear Mr. Corliss:

This firm represents North Mass Redevelopment, LLC (“North Mass”). I am writing this letter and attaching a proposed amendment to the Agreement for the City’s review. I understand that you and Mr. Ablah have discussed the terms of the proposed amendment. Currently, Purchaser is in the last of its due diligence periods under the Agreement and the due diligence period is scheduled to expire at the end of the day on October 27, 2013. North Mass needs additional time to complete its due diligence on the project.

As you are aware, much work has been accomplished in regard to the development over the last several years: (i) resolving ownership title issues associated with individual parcels, (ii) assembling individual parcels in order to create an integrated parcel to develop a commercial project along the Kansas River Levee, (iii) engineering studies and work necessary for a commercial development utilizing the Kansas River Levee, (iv) negotiating with and receiving approval from the Corp. of Engineers with respect to the engineering work and use of the levee as part of the development, (v) submission of a preliminary plat of the development area, (vi) defining and locating a levee right of way, which had never before been recorded, (vii) work towards rezoning the property from its current use to a mixed use development, and (viii) other

studies, e.g., a traffic study. Nevertheless, despite the many accomplishments and substantial progress since 2008, a significant amount of work remains to be done and more time is needed.

The attached amendment provides for one additional automatic extension of the due diligence period from October 28, 2013, for eighteen (18) months, through and including, April 27th, 2015. Thereafter, Purchaser upon written notice to Seller and payment of a non-refundable fifteen thousand and no/100 dollars (\$15,000.00) deposit will have the right to further extend the due diligence period for two (2) additional consecutive periods of twelve (12) month periods each: from April 28, 2015 through and including April 27, 2016 and from April 28, 2016 through and including April 27, 2017. The \$15,000 deposit will be credited toward the purchase price at the time of closing, but as mentioned above, non-refundable in the event closing does not occur.

If after your review of the attached amendment, you or the City Attorney have questions or comments, please contact me. Thank you.

Sincerely,

PETEFISH, IMMEL, HEEB & HIRD, L.L.P.

By: _____
Thomas H. Johnson