

REAL ESTATE PURCHASE AGREEMENT

CASEY'S RETAIL COMPANY
One Convenience Boulevard S.E.
Ankeny, IA 50021

THIS IS A LEGALLY BINDING CONTRACT: IF NOT UNDERSTOOD, SEEK LEGAL ADVICE!

This Purchase Agreement (the "Agreement") made this _____ day of _____, 2026, which is the date this Agreement is executed by the last of the parties (the "Effective Date,"), between Casey's Retail Company ("Buyer"), and City of Anthony, Kansas ("Seller"). Buyer agrees to buy, and Seller agrees to sell, that certain real estate (the "Property") located in or near the Town of Anthony, Harper County, Kansas, described on Exhibit "A", the street address or location of which is West Spring Street, Anthony, Harper County, Kansas, Parcel No. 1362304005001040, and which has a lot size of approximately .34 acres and as depicted on Exhibit "A-1", exclusive of highway right-of-way, **together with** any easements and appurtenant servient estates, and free from all liens and encumbrances, **subject to** Permitted Exceptions (as defined in this Agreement). The terms and conditions of the sale are as follows:

1. **Purchase Price.** The purchase price shall be Twenty Thousand Dollars (\$20,000.00) (the "Purchase Price"), payable as follows:

- A. The sum of Two Thousand Five Hundred Dollars (\$2,500.00) (the "Earnest Money") shall be paid as a down payment, which shall be payable to Buyer or Seller upon the terms as set forth herein. The Earnest Money shall be made payable to Kansas Secured Title (the "Title Company").
- B. The entire balance of the Purchase Price remaining after the Earnest Money payment has been made shall be paid in full at Closing upon delivery of a warranty deed duly executed and in proper form and conveying full marketable title to the Property.

2. **Contingencies.** The obligations of Buyer under this Agreement are contingent upon full satisfaction of each of the following requirements prior to Closing (individually "Contingency" and, collectively, "Contingencies"), any and all of which may be waived in whole, or in part, by Buyer:

- A. **Contingency Period.** The following Contingencies are to be satisfied within two hundred seventy (270) days of the Effective Date (the "Contingency Period"). During the Contingency Period, Buyer may terminate this Agreement for any reason, or no reason, upon notice of termination to Seller. In the event of termination as aforesaid, unless otherwise provided herein, the Earnest Money shall be returned to Buyer and there shall be no further liabilities or obligations on the part of either party to the other under this Agreement. Without limitation of the foregoing, during the Contingency Period, Buyer intends to perform the following:

- (i) Buyer confirming that: (a) adequate utility services are available at no additional cost to Buyer, with the exception of typical connection or tap fees; (b) adequate access is available to the Property to support a Casey's convenience store; (c) the Property and the groundwater therein are not contaminated with any hazardous substance or material; and (d) the soil and drainage of the Property are appropriate for Buyer's intended use of the Property without the need for excessive grading, fill or earth removal, or extraordinary retaining walls, footings or pilings.
- (ii) Buyer obtaining from the appropriate authority, or authorities, all permits necessary to build and operate a Casey's convenience store with adequate signage in accordance with Buyer's plan for development of the Property which sells motor fuel, groceries, packaged alcohol, and prepared carry-out foods ("Permits"). Permits shall include, but not be limited to: (a) a suitable building permit; (b) permits for more than one suitable access to and from public highways, as needed, but no less than one (1) full access on Highway 2/West Main Street and one (1) full access on North State Road 14; (c) site plan approval (with conditional use approval, if required); (d) permits for adequate signage; (e) rezoning approval, if required; and, (f) authority or permits, as needed, for waste disposal and utility services. All permits shall be to the satisfaction of Buyer, including acceptable design, color scheme, and financial acceptability, at Buyer's sole discretion, and in accordance with Buyer's prototypical convenience stores.

B. Extension of Contingency Period. Buyer shall have the right to extend the Contingency Period for one additional ninety (90) day period.

C. Expiration of the Contingency Period. In the event that the Contingency Period has expired and Buyer has not waived the Contingencies or terminated this Agreement, then at any time thereafter Seller may, by written notice to Buyer, cancel and terminate this Agreement, unless Buyer within ten (10) days of such notification waives the Contingencies in writing and elects to proceed to Closing. In the event that this Agreement is terminated by Seller as permitted by this section, then upon such termination, neither party shall retain any rights or obligations under this Agreement, and the Earnest Money shall be delivered to Seller.

3. Closing Date and Possession. Provided all Contingencies and conditions to which this Agreement is subject have been satisfied in full, or waived in writing, by Buyer, the parties shall close this transaction: (A) ten (10) business days after expiration of the Contingency Period; or (B) on such earlier date agreed to in writing by the parties (the "Closing Date"). Possession of the Property shall be delivered to Buyer on the Closing Date. Unless otherwise agreed to by the parties, Buyer shall be entitled to full and exclusive possession of the Property as of the Closing Date, and the Property shall be delivered to Buyer vacant with all personal property and trash removed, and free of any tenants or tenancies.

4. Closing Documents and Closing Costs. Upon payment of the Purchase Price, Seller shall convey the Property to Buyer, or its assignees, by warranty deed, free and clear of all liens,

restrictions, and encumbrances, except as otherwise provided in this Agreement. Buyer and Seller agree that any other documents as may be legally necessary or appropriate to carry out the terms of this Agreement shall be executed and delivered by the appropriate party at Closing. The closing costs of the Title Company will be equally split between the parties, and the remaining closing charges will be prorated pursuant to local real estate customs. Seller agrees it will make available to Buyer any payments, fees, disbursements, payoffs, etc. as set forth on Seller's portion of the closing statement.

5. **Real Estate Taxes.** Seller shall pay all real estate taxes assessed against the Property which would be delinquent if not paid on or before the Closing Date, and any unpaid real estate taxes payable in prior years. Unpaid taxes assessed, but not delinquent as of the Closing Date, shall be pro-rated between Seller and Buyer based on the prevailing practice in the state where the Property is located. Any proration of taxes on the Property shall be based upon the taxes for the year currently payable, unless the parties provide otherwise in this Agreement. Buyer shall pay all subsequent real estate taxes. Seller shall pay all special assessments which are a lien on the Property as of the Closing Date. All other special assessments shall be paid by Buyer.

6. **Title Evidence.** Seller shall provide evidence of title to Buyer as follows:

- A. **Title Insurance.** Buyer will order a title commitment from the Title Company for an owner's title insurance policy insuring title to the Property for an amount equal to the Purchase Price. Upon receipt of the title commitment and survey of the Property, Buyer shall have a reasonable time to submit written title objections (along with a copy of the title commitment and survey), if any, to Seller. Mandatory Cure Items (as defined in this Agreement) shall be deemed title objections regardless of whether they are submitted by Buyer. Upon receipt of any written title objections, Seller, at Seller's expense, shall have a reasonable time to correct any title objections or deficiencies which may be found to exist and to satisfy all requirements of the title commitment. Any title issues shown in the title commitment not objected to by Buyer, and not a Mandatory Cure Item, shall be deemed Permitted Exceptions. If, after making reasonable efforts, Seller is unable to correct the title objections, Buyer shall have the option to either (i) accept the Property subject to the uncorrected title objections, which shall then become Permitted Exceptions; or (ii) declare this Agreement null and void, in which case Buyer shall be refunded the Earnest Money promptly upon demand.
- B. **Mandatory Cure Items.** Seller shall be obligated to take all steps, spend all necessary funds, institute and prosecute any action or proceeding, and otherwise take any and all steps and measures to cure or remove the following defects of title (the "Mandatory Cure Items"): (i) liens securing a mortgage, deed of trust or trust deed entered into by Seller; (ii) any lien, encumbrance, covenant, easement or restriction arising as a result of, due to, or because of, any willful or intentional act of Seller, which act or omission occurs after the Effective Date, unless otherwise approved by Buyer; (iii) judgment liens, tax liens or broker's liens against Seller; and (iv) any mechanic's liens which are based upon a written agreement between the claimant and Seller. Prior to Closing, Seller shall cause such Mandatory Cure

Items to be cured, removed from the title evidence, or otherwise insured over by the Title Company in a manner reasonably acceptable to Buyer. Notwithstanding anything to the contrary set forth herein, if, prior to Closing, Seller fails to so cure or remove all Mandatory Cure Items, then Buyer may either: (i) terminate this Agreement by written notice to Seller, in which event the Earnest Money will be refunded to Buyer promptly upon demand; or (ii) elect to proceed to Close with title to the Property as it then is, with the right to deduct from the Purchase Price a sum equal to the aggregate amount necessary to cure or remove (by endorsement or otherwise) the Mandatory Cure Items.

7. **Platting, Seller Cooperation.** If Buyer is purchasing less than all of Seller's property and/or a subdivision or plat is required for the conveyance of the Property to Buyer, Buyer may, at Buyer's sole cost and expense, prepare a subdivision map or plat of the Property ("Subdivision Plat") and obtain any and all approvals necessary for recording of the Subdivision Plat. Seller shall cooperate with Buyer in any manner reasonably necessary for Buyer to obtain approvals necessary for the Subdivision Plat. The Subdivision Plat shall be recorded no later than immediately prior to the deed at Closing. In the event any of the Property or surrounding property is required to be dedicated to the public as part of the Subdivision Plat approval, Seller shall reasonably cooperate with Buyer to dedicate any such property at no cost to Buyer.

8. **Risk of Loss.** All risk of loss shall remain with Seller until possession of the Property is delivered to Buyer.

9. **Fixtures. Intentionally omitted.**

10. **Casualty and Condemnation.** Seller will give Buyer immediate written notice of any damage to the Property by reason of (i) fire or other casualty occurring prior to Closing, (ii) any actual or threatened condemnation of all or any part of the Property prior to Closing, or (iii) any other act which occurs prior to Closing which has the effect of interrupting the normal and customary operations of the business transacted on the Property, if applicable. In the event of such a casualty or condemnation, Buyer may terminate this Agreement by written notice to Seller and, in such event, no party shall have any further rights, obligations or liabilities under this Agreement, except that the Earnest Money, including any portion thereof has purportedly become non-refundable, shall be returned to Buyer. If not so terminated, Buyer shall have the right to receive, at the time of Closing, an amount equal to the insurance payment or condemnation award received by Seller for repair or replacement of the damaged or condemned asset.

11. **Assignment.** The parties shall not, prior to Closing, sell, assign, or transfer this Agreement, or any interest in this Agreement, or any interest in the Property, without the prior written consent of the other party, except that Buyer may assign its interest in this Agreement, and any interest in the Property, to an affiliated entity of Buyer.

12. **Remedies of the Parties.**

A. In the event Buyer shall be in breach or violation of, or shall fail or refuse to perform its obligations under, this Agreement, the Earnest Money shall be forwarded by the Title Company to Seller on demand, which is hereby agreed to be adequate

liquidated damages for Buyer's default hereunder, and Seller shall have no other rights or remedies. The parties acknowledge that the Earnest Money represents a reasonable effort to ascertain the damages to Seller in the event of a Buyer default, which damages are difficult or impossible to quantify.

- B. In the event Seller shall be in breach or violation of, or shall fail or refuse to perform, its obligations under this Agreement, Buyer shall be entitled to utilize any and all remedies available at law or in equity for breach of this Agreement, including an action for specific performance.

13. **Broker's Commission.** Seller has agreed to pay a commission to Howes and Jefferies pursuant to a separate agreement. Buyer and Seller each warrant to the other that there are no other claims for brokerage commissions or finder's fees in connection with the sale of the Property or execution of this Purchase Agreement. Buyer and Seller each agree to indemnify, defend, and hold the other party harmless from all liabilities arising from claims for all other commissions and finder's fees, including reasonable attorney fees and legal costs incurred. The provisions of this paragraph shall survive Closing.

14. **Notices.** All notices under this Agreement must be in writing and delivered by email or by nationally recognized overnight courier to the addresses set forth below. Notices are effective upon receipt.

If to Buyer: Casey's Retail Company
Attn: Real Estate Department
One SE Convenience Blvd.
Ankeny, Iowa 50021
realestate@caseys.com

If to Seller: City of Anthony, KS
Melinda Ewertz, City Administrator
124 S. Bluff South
PO Box 504
Anthony, KS 67003
cityadmin@anthonykansas.org

15. **Binding Effect.** This Agreement shall be binding upon the undersigned, their heirs, legal representatives, successors and assigns, according to the terms hereof.

16. **Time of the Essence and Computing Time.** Time is of the essence in this Agreement. If any end dates set forth herein land on a Saturday, Sunday, or legal holiday, the deadline shall automatically be extended to the next business day.

17. **Construction.** In the construction of this Agreement, use of the singular shall include the plural, use of the plural shall include the singular, and the use of the neuter or any gender identifying words and phrases, shall be deemed to include either or both genders, according to context.

18. **Exclusive Agreement.** Buyer and Seller agree that all understandings and agreements between them are merged in this Agreement, which alone fully and completely expresses their agreement, and that this Agreement is entered into after full investigation; neither Buyer nor Seller relying upon any statement or representation not embodied in this Agreement.

19. **Amendments.** This Agreement may not be changed orally, but only by agreement in writing, duly executed by, or on behalf of, the party(ies) against whom enforcement of any waiver, change, modification, consent, or discharge is sought.

20. **No Agreement Until Executed.** Irrespective of negotiations between the parties or the exchanging of drafts of this Agreement, this Agreement shall not constitute, or be deemed to evidence, a contract, agreement, arrangement, or understanding between the parties unless and until it is executed by all parties to this Agreement.

21. **Additional Provisions.** Any additional provisions to this Agreement are set forth on an attached addendum and are an integral part of this Agreement.

If Seller is unsure of the effect this transaction may have, Seller should seek the advice of an attorney before signing.

SELLER:

CITY OF ANTHONY, KANSAS

By: _____
Print Name: _____ (date) _____
Title: _____

By: _____
Print Name: _____ (date) _____
Title: _____

BUYER:

CASEY'S RETAIL COMPANY

By: _____
Kendra Meyer, authorized signatory (date) _____

EXHIBIT “A”

Legal Description

[INSERT LEGAL DESCRIPTION]

Legal Description Subject to Refinement. The parties acknowledge that the legal description and approximate dimensions of the Property set forth in this Agreement may contain minor inaccuracies, may not be complete, or may lack definition which can only be provided through a survey. The parties agree that the legal description and dimensions of the Property shall be subject to refinement, correction, or completion, based on a plat or plat of survey made after the Effective Date of this Agreement, and/or further investigation of the title, before, as well as after, Closing of this transaction. This provision shall survive Closing.

EXHIBIT "A-1"

SITE DEPICTION



ADDENDUM TO PURCHASE AGREEMENT

This Addendum is an integral part of the Purchase Agreement between Buyer and Seller,
dated _____, 2026,

ADDITIONAL PROVISIONS:

22. **Adjacent Property**. The obligations of Buyer under this Agreement are contingent upon Buyer's contemporaneous closing on contracts necessary to acquire one or more properties at 801 West Main Street, Anthony, Kansas owned by McDonald's Real Estate Company.

SELLER:

CITY OF ANTHONY, KANSAS

By: _____
Print Name: _____ (date) _____
Title: _____

By: _____
Print Name: _____ (date) _____
Title: _____

BUYER:

CASEY'S RETAIL COMPANY

By: _____
Kendra Meyer, authorized signatory (date) _____

AUTHORIZATION TO CONDUCT ENVIRONMENTAL AUDIT

TO: Whom it may concern:

The undersigned, City of Anthony, Kansas, being the owner of the property (the "Owner") identified on Exhibit "A" to the Purchase Agreement between Owner and Casey's Retail Company ("Buyer"), dated _____, 2026 (the "Property"), authorizes Casey's General Stores, Inc., its subsidiaries, employees, agents, consultants and contractors, to conduct, at Buyer expense, a pre-purchase/lease environmental audit of the Property, which may include, but shall not be limited to, any or all of the following:

1. To enter upon the Property for the purpose of physically inspecting the land and any improvements to determine (A) whether any improvements contain asbestos, lead, poisons, or other hazardous substances; (B) to ascertain whether the Property have been subject to any use or uses that may have caused hazardous substances or other contaminants to be kept, used or transported on the Property; and, (C) to obtain samples from any buildings, improvements, or personal property found on the Property for purposes of analysis.
2. To review all records of the Owner relative to past uses and ownership of the Property and any evidence concerning the environmental history of the same, including evidence of previous environmental audits, tests, monitoring, or clean-up or remedial work performed at any time on the Property.
3. To enter upon the Property at any time or times, commencing immediately, for the purpose of obtaining samples from the land, including residual materials, and to cause tests of the soil and groundwater to be conducted to determine:
 - A. whether there is contamination from gasoline or other hydrocarbons, hazardous substances, or contaminants of any kind on the Property;
 - B. whether the Property have at any time been used as a dump site or landfill or contain waste or other fill material that is hazardous, unlawful, inappropriate to Buyer intended development of the Property, or requires removal or remediation of any kind; or
 - C. whether the land is safe, stable, well-drained and otherwise suitable for construction and operation of a convenience store with gasoline sale facilities; whether the soil will satisfactorily percolate if a septic system is in use; and, whether there are wells, septic tanks, drainage tiles, structures, cisterns, underground utility lines, or other underground structures on the Property.

4. To cause tests to be conducted of any and all fuel storage tanks, lines, equipment, and related facilities to determine if the same are tight, do not leak, and are functioning properly.

Buyer shall have the right to select the testing agency or firm to conduct any tests, and the laboratory or laboratories to analyze any samples taken. If tests result in the discovery of contamination by gasoline or other hydrocarbons, contaminants, or hazardous substances in excess of acceptable levels under applicable Federal or State laws and regulations or local ordinances or rules, then the undersigned Owner will hold Buyer harmless from any responsibility for clean-up, monitoring, remediation, further testing, reporting, or other procedures which may be indicated as necessary or required under the laws, regulations, and ordinances.

Any person, firm, agency, laboratory, consultant or expert conducting tests or analyzing test results shall be authorized to provide to Buyer written copies of any and all reports of test findings, including recommendations for correction or remediation, and to discuss with the employees, representatives, consultants and contractors of Buyer any test results and the impressions and opinions of the person, firm, agency or other professional concerning the nature and seriousness of any contamination or other problems indicated, and the probable cost and effectiveness of alternative corrective or remedial procedures. This authorization is given with the understanding that the undersigned Owner will be entitled to a copy of any reports of findings or test results, upon request. All boreholes from drilling operations will be appropriately filled unless requested otherwise by the Owner.

OWNER:
CITY OF ANTHONY, KANSAS

Date

By: _____
Print Name: _____
Title: _____

Telephone Number

Date

By: _____
Print Name: _____
Title: _____

Telephone Number

Property Address: North State Road, Anthony, KS Parcel #1362304005001040