



March 12, 2026

City of Anthony, KS
Co: Melinda Ewertz – City Administrator
124 S Bluff S,
PO Box 504
Anthony, KS 67003

RE: Parcel ID: 1362304005001040; 000 W Spring St Anthony, KS 67003

Dear Mrs. Ewertz,

Casey's submits the following proposal to purchase the Property for the purpose of developing a Casey's convenience store with fuel sales.

Seller: City of Anthony, KS
Co: Melinda Ewertz – City Administrator

Seller Address, e-mail and phone number:

City of Anthony, KS
Co: Melinda Ewertz – City Administrator
124 S Bluff S,
PO Box 504
Anthony, KS 67003

Buyer: Casey's Retail Company ("Buyer").

Property: Parcel ID: 1362304005001040; 000 W Spring St Anthony, KS 67003, being ~.34 acres as shown on the preliminary site plan attached hereto or separately provided to Seller (the "Property").

Purchase Price: \$20,000

Earnest money: \$2,500 deliverable upon fully executed contract and shall be applicable to purchase price.

Due Diligence Period: 270 days and an optional 90-day extension if contingencies are not satisfied or waived in the initial 270 days.

Title Company: Buyer, at Buyer expense, will order a title commitment upon execution of this LOI from a title company of Buyer choosing, which will also act as the closing agent for the transaction.

Contingencies:

- A. Buyer confirming that: (i) adequate utility services are available at no additional cost to Buyer, with the exception of typical connection or tap fees, (ii) the Property and the groundwater therein are not contaminated with any hazardous substance or material, and (iii) 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.

- B. Buyer obtaining from the appropriate authority or authorities all permits necessary to build and operate a Casey's convenience store in accordance with Buyer's plan for development of the Property which sells motor fuel, groceries, alcohol, and prepared carry-out foods ("Permits"). Permits shall include, but not be limited to, (i) a suitable building permit; (ii) permits for more than one suitable access to and from public highways, including a full access on Hwy 2 and a full access on N State Rd 14; (iii) site plan approval (with conditional use approval, if required); (iv) permits for adequate signage (v) rezoning approval if required; and, (vi) authority or permits, as needed, for waste disposal and utility services.

Closing: Closing shall occur within 10 business days of satisfaction or waiver of the Contingencies. Closing agent costs and remaining closing charges shall be paid and prorated pursuant to local real estate customs.

Broker: Seller has agreed to pay a commission Coldwell Banker Howes & Jefferies – Dennis Lauver pursuant to a separate agreement.

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.

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 owned by McDonald Real Estate Co being ~.94acres, Address: 801 W Main St Anthony, KS Parcel ID: 1362304005004000 and adjoining the Property.

Tenants and Leases Seller shall terminate any leases and remove the existing tenants from the Property prior to Closing. Seller will remove the following tenants prior to Closing:

Access to Property. In order to allow Buyer to begin its due diligence activities as soon as possible, upon execution of this Letter of Intent, Buyer and its representatives shall have the right to access the Property to perform preliminary real estate assessments (survey, etc), and other non-invasive physical inspections necessary to review the Property, including any vacant structures, and their interiors. To the extent Buyer or its representative modifies the surface of the land in any way, it shall reasonably restore the land surface to the condition that existed prior to any such modification. All risk of loss for any personal injury or property damage caused by Buyer conduct during activities authorized hereunder shall remain with Buyer, and Buyer shall indemnify, defend and hold harmless the Seller from any and all claims, liability or damages for any personal injury or property damage caused by Buyer conduct during activities authorized hereunder.

Proof of Ownership/Abstract of Title. Seller shall provide a copy of a deed showing title is held by Seller upon execution of this Letter of Intent. If Seller is not the current owner of the Property, Seller shall supply documentation prior to the execution of the purchase agreement evidencing Seller's right to convey the Property to Buyer at Closing. If the Property is located in Iowa or Oklahoma, Seller must provide the abstract of title for the Property to Buyer, or notify Buyer that an abstract does not exist, within five days of execution of this LOI. In the event that a purchase agreement is not entered into, Buyer shall promptly return the abstract to Seller and pay any updating costs.

No Disclosure and Stand Still: Seller shall not disclose the fact that discussions or negotiations are taking place concerning the possible lease of the Property or any of the terms thereof, with any other person or entity (including existing tenants) except for such persons who, because of their involvement with the transaction, need to know such information for the purpose of giving advice to Seller; provided, however, that said persons shall be informed by Seller of the confidential nature of such information and shall be directed by Seller to keep all such information in the strictest confidence. Seller shall not initiate or carry on negotiations for sale or lease of the Property with any party other than Buyer unless either: (i) Seller and Buyer fail to enter into the Purchase Agreement by May 29, 2026, or (ii) Seller and Buyer agree in writing to abandon this Proposal.

Non-Binding. This is a non-binding offer and neither the Buyer nor Seller shall be legally obligated to purchase or sell the Property unless and until the Purchase Agreement has been mutually executed between Seller and Buyer in form and substance satisfactory to both parties, their legal counsel, and to the officers of each respective party authorized to execute such agreements. Notwithstanding the provisions of this paragraph to the contrary, Seller and Buyer agree that the above paragraph entitled "No Disclosure and Stand Still", and the indemnification provisions of "Access to Property", shall be binding, regardless of whether a Purchase Agreement is entered into by the parties.

If the above is acceptable to you, please acknowledge by returning a signed copy of this proposal by 4:30 central time March 23, 2026. Buyer will then obtain any remaining internal approvals and draft a Purchase Agreement for your review and execution. If we have not heard from you by the aforementioned time and date, this proposal will automatically terminate. Please let me know if you have any questions.

Sincerely,

Mike Bryant
Sr. Real Estate Manager
michael.bryant@caseys.com
Phone: 515-446-1345

SELLER:
City of Anthony Kansas
Co: Melinda Ewertz – City Administrator

READ AND ACCEPTED this _____ day of _____, 202__:

By: _____

Its: _____

Direct Phone: _____

Email: _____

