



900 W. 48th Place, Suite 900, Kansas City, MO 64112 • (816) 753-1000

EXHIBIT A

June 7, 2023

Curtis M. Holland
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1536 Fax
cholland@polsinelli.com

City of Osawatomie, Kansas
Attn: Jeff Deane, City Attorney
509 Fifth St., P.O. Box 37
Osawatomie, KS 66064

**RE: Letter of Intent to Purchase the property commonly known as the
Osawatomie Pound**

Dear Mr. Deane,

On behalf of our client, Always & Furever Midwest Animal Sanctuary, Inc. (“A&F”), we are pleased to present you with this letter of intent to purchase all of Seller’s right, title, and interest in and to the Property, as defined below, upon the following terms and conditions:

1. Seller. City of Osawatomie, Kansas.
2. Purchaser. Always & Furever Midwest Animal Sanctuary Inc., a Kansas not for profit corporation.
3. Property. Approximately 2 acres of land, including building and site improvements, personal property, subject to all necessary approvals (including zoning, subdivision, permits, licenses, etc.), vehicular access easement over Beaver Lake Road to a public street, necessary utility easements, and contractual rights concerning the property commonly known as the Osawatomie Pound at W 327th St & Beaver Lake Road in Osawatomie, Kansas (portion of Parcel ID # 1493200000001000; collectively, the “**Property**”). The actual acreage and metes and bounds legal description to be determined by surveyor. The Property is being purchased “as is”. City acknowledges that the Property may be non-conforming as it relates to the City’s zoning, building codes, and other municipal codes, and shall be allowed to continue as a non-conforming use and structure, as if owned by the City.
4. ~~Purchase Price~~. **TBD (subject to an appraisal conducted by an appraiser agreed to by both parties).**

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5. Title Company. Security 1st Title Company, 9 S. Pearl Street, Paola, Kansas; Attention: Stacey Farrill.

6. Earnest Money. \$5,000 delivered to the Title Company within 5 business days after the date the purchase agreement is fully signed (“**Effective Date**”). The Earnest Money shall be applied to the Purchase Price at Closing or, in the event the Purchaser terminates the purchase agreement according to its terms or the purchase agreement fails to close through no fault of Purchaser, the Earnest Money shall be returned to Purchaser.

7. Benefits to Seller. Purchaser has previously purchased new air conditioning equipment and Purchaser would be willing to purchase replacement kennels for the Property. This sale would place all responsibility for the current and future inspection results from the Kansas Dept of Agriculture, on Purchaser.

8. Right of First Refusal. If Purchaser decides to sell the Property, Seller will have the first right of refusal to purchase the Property at the same purchase price that Seller and Purchaser agree upon for this sale.

9. Due Diligence Period; Government Approvals. Purchaser shall have 45 days after the Effective Date (“**Due Diligence Period**”) to examine, inspect, and investigate the property including securing or confirming all Government Approvals necessary to operate at the Property and, in the Purchaser’s sole discretion, to determine whether the Purchaser wishes to proceed to purchase the Property. The Purchaser may terminate the purchase agreement for any reason or for no reason by giving written notice of such termination to the Seller on or before the last day of the Due Diligence Period. If the purchase agreement is terminated on or before the Due Diligence Period, the Earnest Money shall be immediately returned to the Purchaser.

10. Title and Survey Review. Promptly after the Effective Date, Seller shall cause the Title Company to deliver to Purchaser, at Seller’s cost, a current title commitment for the Property (“**Title Commitment**”), together with legible copies of all of the underlying documentation described in such Title Commitment (“**Title Documents**”). Purchaser, at Purchaser’s cost, may obtain a survey of the Property if Purchaser so chooses (“**Updated Survey**”). Purchaser shall have a period of 15 days after receipt by Purchaser of the latest of the Title Commitment, Title Documents, Survey, and Updated Survey, if any, in which to review all such items and notify Seller in writing of any objections Purchaser may have to any matters contained therein (“**Purchaser’s Objection Notice**”). Seller shall have 5 business days after receipt of the Purchaser’s Objection Notice to notify Purchaser of what Seller is willing to cure (“**Seller’s Notice**”). If Seller elects not to cure one or more of Purchaser’s objections, then Purchaser shall have the right to (a) terminate the purchase agreement within 5 business days of Purchaser’s receipt of Seller’s Notice and the Title Company shall return the Earnest Money to Purchaser, or (b) waive such uncured objection(s) and close.



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11. Closing. On or before 30 days after the expiration of the Due Diligence Period.

This letter of intent outlines certain terms and conditions upon which the purchase agreement will be negotiated. Either party may terminate negotiations of the purchase agreement at any time. There shall be no binding agreement or “meeting of the minds” until such time as the purchase agreement has been fully executed. Notwithstanding the foregoing to the contrary, during the period of time from the date of Seller’s signature on this letter of intent until such time as either party has terminated negotiations of the purchase agreement, Seller agrees that it shall not offer, negotiate or participate in any discussions for the sale of the Property or enter into any letters of intent, purchase and sale agreements or other agreements affecting the Property with any other prospective buyers.

Thank you for the opportunity to present this letter of intent. If the foregoing terms and conditions are acceptable, please execute this copy and return the signed letter of intent to my attention. The terms of this letter of intent are open for acceptance by Seller until 5:00 pm **June 15, 2023**. Upon receipt of Seller’s signature, Purchaser will direct its legal counsel to prepare a draft of the purchase agreement for review by all parties. We look forward to your prompt response.

[Signature pages to follow]

Sincerely,

Curtis M. Holland



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AGREED AND ACCEPTED:

By: _____
Name: _____
Title: _____
Date: _____

