

## RIGHT OF FIRST REFUSAL

This Right of First Refusal Agreement ("**Agreement**") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018 (the "**Effective Date**") by and between the **CITY OF LEE'S SUMMIT, MISSOURI** a Missouri municipal corporation (hereinafter referred to as "**Offeror**") and **PREMIERLIFE REAL ESTATE HOLDINGS**, a Missouri not-for-profit corporation (hereinafter referred to as "**Offeree**") (each a "party" and together, the "parties").

### **Recitals of Fact**

A. Offeror is the owner of the property (the "**Property**") legally described on **Exhibit A**, a copy of which is attached and incorporated by reference, which Property it acquired from Offeree.

B. Offeree, the prior owner of the Property and following the conveyance of the Property to Offeror, continues to own real property which adjoins the Property, at the location shown on the Site Plan, a copy of which is attached and incorporated by reference as **Exhibit B**.

C. As a condition of conveying the property to Offeror, Offeree desires to have a right of first refusal to repurchase the Property from Offeror, if and at such time Offeror desires to convey all or any portion of the Property, and Offeror desires to grant such right of first refusal ("**Purchase Right**"), on the terms and conditions set forth herein.

### **Agreement**

In consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Right of First Refusal.**

(a) Offeror agrees that in the event the Offeror receives an offer from a third party for the purchase or otherwise acquire title in all or any portion of the Property (other than an offer of a purchase in lieu of condemnation) (an "**Offer**"), Offeror shall notify Offeree in writing (the "**Offer Notice**"). The Offer Notice shall be delivered to Offeree, within twenty (20) days after its receipt of such Offer. The Offer Notice shall be accompanied by a copy of the Offer (if written) or a letter setting forth the terms of the Offer (if verbal). Offeree may, within thirty (30) days after receipt of the Offer Notice, elect to purchase the Property on the same terms as those set forth in the Offer, by sending to Offeror a written notice of its election ("**Purchase Notice**").

(b) If Offeror does not receive a Purchase Notice from Offeree within such 30 day period, then Offeror may sell the Property (or portion thereof described in the Offer Notice) to the third-party offeror or to any party related to the same or by which the Offer may be assigned or made, as long as the transaction is completed within one hundred eighty (180) days after the expiration of the 30 day period. Upon such sale, this Right of First Refusal shall expire and be of no further force and effect as to the Property or portion thereof which is sold pursuant to the Offer. If Offeror does not sell the Property described in the Offer Notice to the third party (or to a party related to the same or by which the Offer may be assigned or made),

then, in such event, Offeree shall continue to have the Purchase Right, in connection with subsequent offers.

(c) If Offeree elects to purchase the Property and delivers the Purchase Notice within said thirty (30) day period, then, within thirty (30) days after delivery of the Purchase Notice, the parties shall enter into a written agreement embodying all of the terms and conditions upon which Offeree shall purchase the Property from Offeror and providing for closing within sixty (60) days following the effective date of such purchase contract (the “**ROFR Purchase Contract**”). The ROFR Purchase Contract shall incorporate all of the terms and conditions set forth in the Offer Notice and such other terms and conditions as are then reasonable and customary in contracts for the purchase and sale of properties similar to the Property.

2. **Notice.** All notices or other communications shall be in writing signed by the sender, and shall either be personally delivered or mailed by certified mail, at or to the following addresses:

If to Offeror:

City Administrator  
220 SE Green Street  
Lee’s Summit, Missouri 64063

with a copy to:

City Attorney  
220 SE Green Street  
Lee’s Summit, Missouri 64063

If to Offeree:

PremierLife  
400 NW Murray Road  
Lee’s Summit, Missouri 64081

with a copy to:

Husch Blackwell LLP  
Attn: Chris Kline  
4801 Main Street, Suite 100  
Kansas City, Missouri 64112

Either party may change the address by written notice to the other. Notices shall be effective when received (if personally delivered) or when deposited in the United States mail (if mailed by certified mail).

3. **Miscellaneous.** This Agreement shall inure to the benefit of and be binding upon the heirs, estates, executors, administrators, receivers, custodians, successors and assigns of the respective

parties. The captions of the sections of this Agreement are inserted for convenience only and shall not be used in the interpretation or construction of any provisions of this Agreement. The interpretation and enforceability of this Agreement shall be governed by the laws of the State of Missouri. If any provision of this Agreement or the application thereof to any party or circumstance is held invalid or unenforceable, the remainder of this Agreement and the application thereof to other parties or circumstances will not be affected thereby, the provisions of this Agreement being severable in any such instance. If the time for performance of any at or occurrence of any event falls on a day which is not a business day, then the date for such performance or occurrence shall be postponed to the next business day.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year above written.

**CITY OF LEE'S SUMMIT, Offeror**

By: \_\_\_\_\_  
William A. Baird  
Mayor

**PREMIERLIFE REAL ESTATE HOLDINGS, Offeree**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION**

**EXHIBIT B**

**SITE PLAN**