



OFFICIAL SEAL

05/26/06

L-4560 P-484

Washtenaw Co., MI
Lawrence Kestenbaum
Clerk Register

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RIGHT OF FIRST REFUSAL

THIS AGREEMENT is made effective the 27 day of March, 2006, by V. Joan Moessner, a single woman ("Owner"), having an address of 1701 Second Avenue #35, Fairbanks, Alaska 99701 in favor of The City of Ann Arbor ("Purchaser"), having an address of 100 N. Fifth Avenue, Ann Arbor, Michigan 48104.

WHEREAS, Owner is the owner of certain real property located in Ann Arbor, Washtenaw County, Michigan, commonly known as 1140 and 1146 S. Maple Road and which is legally described on Exhibit A attached hereto (the "Property").

WHEREAS, Purchaser wishes to have the right to purchase the Property from Owner, and Owner has agreed to grant to Purchaser a right to acquire all of the interest of Owner in the Property, now existing or hereafter acquired.

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner hereby grants to Purchaser the exclusive and irrevocable right and preferential option to purchase the Property on the following terms and conditions:

1. Offer of Sale -- Before Owner may sell or transfer the Property, in whole or in part, to any other person or entity, Owner must first offer the Property to Purchaser by giving written notice of the terms and conditions on which Owner is willing to sell or transfer the Property. Purchaser will have sixty (60) business days after the date of receipt of such offer within which to notify Owner that Purchaser accepts the offer of Owner on the same terms and conditions described in the notice to Purchaser. If Purchaser accepts the offer of Owner, the closing of such sale or transfer to Purchaser will take place in Ann Arbor, Michigan, pursuant to the terms of such offer. If Purchaser does not accept the offer in writing in no more than sixty (60) business days after the date of Purchaser's receipt thereof, the Owner may sell or transfer the Property to another purchaser at the price and on substantially the terms and conditions stated in the offer to Purchaser within one hundred twenty (120) business days of the owner receipt of rejection of the Purchaser's offer. At the end of said one hundred twenty (120) days, the right of Owner to sell or transfer the Property free from the right of first refusal hereby granted will terminate, and the provisions of this Agreement will apply to any subsequent proposed sale or transfer of the Property by Owner.

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2. Failure of Exercise – If any person or entity purchases the Property pursuant to the terms of this Agreement following Purchaser's failure to exercise the option to purchase hereby granted, then the right to purchase the Property granted hereby will terminate on the date of consummation of such sale and will thereafter be of no further effect.
3. Expiration – Notwithstanding the restatement of provision of Article I, the right of first refusal hereby granted will expire 20 years after date of execution, unless sooner terminated by the exercise of or failure to exercise the option set forth herein.
4. Binding Effect – This Agreement is intended to and does run with the property and is binding on and will inure to the benefit of Owner, Purchaser and their respective heirs, successors and assigns.
5. Notice—All notices under this Agreement shall be in writing and shall be delivered to Seller and City Purchaser as follows:

Seller: V. Joan Moessner
1701 Second Avenue, #35
Fairbanks, Alaska 99701

Purchaser: City of Ann Arbor
100 N. Fifth Avenue
Ann Arbor, Michigan 48104
Attn: Mary Joan Fales
Senior Assistant City Attorney
6. Authority—This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. Either of the parties shall have the right to excuse or waive performance by the other party of any obligation under this Agreement by a writing signed by the party so excusing or waiving. No waiver by Seller or City Purchaser of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.



7. Amendments—This Agreement may not be amended, altered or modified unless done so in writing and approved by the parties in the same manner as this Agreement.

IN WITNESS WHEREOF, the undersigned have executed this instrument this 25 day of March, 2006, effective the date first above written.

PURCHASER:

John Hieftje
By: John Hieftje
Its Mayor

OWNER:

V. Joan Moessner
V. Joan Moessner

Jacqueline Beaudry
By: Jacqueline Beaudry
Its Clerk

STATE OF MICHIGAN)
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me on this 26th day of MAY 2006, by John Hieftje and Jacqueline Beaudry, respectively, The Mayor and City Clerk of the City of Ann Arbor.
Notary Public

State of Michigan
Acting in the County of Washtenaw
My Commission Expires 10-15-08
Signature *Marylou Zimmerman*

MARYLOU ZIMMERMAN
Notary Public, Washtenaw County, MI
My Commission Expires Oct. 15, 2008



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STATE OF ALASKA
NORTH STAR BOROUGH

The foregoing instrument was acknowledged before me this 28th day of March 2006, by V. Joan Moessner, a single woman.

Notary Public

State of Alaska North Star Borough
Acting in the North Star Borough

My Commission Expires 04/01/06

Signature Katherine E. Bullock
Katherine E. Bullock



Prepared by and when recorded returned to:
Mary Joan Fales (P37142)
✓ Senior Assistant City Attorney
City of Ann Arbor
100 N. Fifth Avenue
Ann Arbor, MI 48107

Tax Parcel ID Number: H -08-36-150-006



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EXHIBIT A
Legal Description

Parcel ID Number: H -08-36-150-006

Legal Description: **36, Scio Twp., County of Washtenaw, Michigan.
COM AT NE COR OF SEC, TH S 1 DEG 19' E 954.44 FT IN E LINE OF SEC
FOR PL OF BEG TH CONT S 1 DEG 19' E 155.0 FT IN E LINE OF SEC, TH S
88 DEG 09' W 320.0 FT, TH N 4 DEG 27' W 155.23 FT, TH N 88 DEG 09' E
328.50 FT TO PL OF BEG, BEING PART OF E 1/2 OF NE 1/4 SEC 36 T2S-R5E
1.15 AC. ; Scio Township, County of Washtenaw, State of Michigan.