

BILL OF SALE

THIS BILL OF SALE, dated this ____ day of August 2020, is by and between the City of Ann Arbor, a Michigan municipal corporation (“Seller”), with offices at 301 E. Huron Street, Ann Arbor, MI 40104, and Recycle Ann Arbor, a Michigan nonprofit corporation (“Buyer”), with offices at 2401 S. Industrial Hwy, Ann Arbor, MI 48103. Seller and Buyer may be herein referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Buyer and Seller are parties to a current contract for the transloading of the Seller’s recyclable materials under which Buyer uses some of the Equipment referenced in this Bill of Sale such as the baler and front-end loader;

WHEREAS, the Parties have entered into a Building and Land Lease for the Seller’s materials recovery facility located at 4150 Platt Road, Ann Arbor, Michigan, and an Agreement for Recyclable Materials Transloading, Redevelopment And Re-Equipping Of The Materials Recovery Facility, And Recyclables Material Recovery Processing Services (the “Services Agreement”);

WHEREAS, to enable Buyer to continue to use certain pieces of equipment to perform its obligations and provide services and complete the transition to on-site processing under the Services Agreement, Buyer has agreed to purchase from Seller, and Seller has agreed to sell to Buyer, the used equipment listed in Exhibit A (the “Equipment”); and

WHEREAS, the Parties have agreed that the purchase price for the Equipment shall be a total amount of One Hundred Forty-Eight Thousand Seven Hundred Thirty-One and 20/100 Dollars (\$148,731.20) (the “Purchase Price”);

NOW THEREFORE, for, and in consideration of, the Purchase Price to be paid by Buyer to Seller hereunder, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller and Buyer do hereby agree as follows:

1. Upon the execution of this Bill of Sale, Buyer shall tender payment of the Purchase Price to Seller. Subject to the tender of such payment, Seller does hereby grant, bargain, sell, transfer, assign and convey to Buyer all of Seller’s right, title and interest in and to the Equipment upon the terms and conditions set forth herein. Upon the tender of the Purchase Price to Seller, Seller shall release the Equipment to Buyer.
2. Seller warrants that it is the lawful owner in every respect of all of the described Equipment and that it is free and clear of all liens, security agreements, encumbrances, claims, demands, and charges of every kind whatsoever.
3. **THE EQUIPMENT CONVEYED BY THIS BILL OF SALE IS SOLD BY SELLER AND ACCEPTED BY BUYER ON AN “AS IS, WHERE IS” AND “WITH ALL FAULTS” BASIS. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AND EXPRESSLY DISCLAIMS AND NEGATES ANY IMPLIED OR EXPRESS WARRANTIES OF**

MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED OR EXPRESS WARRANTIES AGAINST DEFECTS, WHETHER PATENT, LATENT OR OTHERWISE.

BUYER HEREBY ASSUMES ALL LIABILITY, RISKS AND COSTS REGARDING THE EQUIPMENT AND ITS OWNERSHIP, USE, MAINTENANCE, HANDLING, DISMANTLING, REMOVAL, DISPOSAL, RE-USE OR RESALE.

4. Buyer has been given the opportunity to inspect, and has inspected, any and all of the Equipment, and Buyer accepts all Equipment in its existing state.

5. Buyer shall be responsible for use, removal, dismantling, rehabilitation, relocation, demolition, scrapping, disposal and transportation of the Equipment, as may be applicable, from the materials recovery facility at 4150 Platt Road, Ann Arbor, at its sole cost, risk, liability and expense.

6. This Bill of Sale is binding upon and shall inure to the benefits of Seller and Buyer and their respective successors and assigns.

7. Each Party hereby represents that it is fully authorized to enter into this Bill of Sale and that upon full execution hereof, this Bill of Sale shall constitute a binding agreement between the Parties.

8. This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The Parties submit to the jurisdiction and venue of the Circuit Court for Washtenaw County, State of Michigan, or, if original jurisdiction can be established, the United States District Court for the Eastern District of Michigan, Southern Division, with respect to any action arising, directly or indirectly, out of this Bill of Sale.

9. This Bill of Sale may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same document. Buyer and Seller agree that signatures on this Bill of Sale may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this document. This Bill of Sale may be executed and delivered by facsimile and upon such delivery, the facsimile signature will be deemed to have the same effect as if the original signature had been delivered to the other Party.

[SIGNATURES ON NEXT PAGE]

BUYER
RECYCLE ANN ARBOR

By _____

Name:

Title:

DATED: _____

SELLER
THE CITY OF ANN ARBOR

By _____

Tom Crawford,

Interim City Administrator

DATED: _____

Approved as to substance

Craig Hupy, Public Services Area
Administrator

Approved as to form

Stephen K. Postema, City Attorney