

PURCHASE AND SALE AGREEMENT

This purchase and sale agreement (the "Agreement") is entered into on this _____ day of _____, 2021, between the City of Ann Arbor, a Michigan municipal corporation, having its offices at 301 E. Huron St. Ann Arbor, Michigan 48104 ("Seller"), and the Michigan Firehouse Museum and Education Center, a Michigan nonprofit corporation, with its address at 110 West Cross Street, Ypsilanti, MI 48197 ("Buyer"). The Seller and the Buyer are collectively referred to in this Agreement as Parties or individually as a Party.

1. Purchase and Sale of Property. For the sum of One Dollar (\$1.00) ("Purchase Price") payable at Closing and other good and valuable consideration, the sufficiency of which the Parties each acknowledges, Seller desires to sell and convey to Buyer, and Buyer desires to purchase from Seller, upon the terms and conditions hereinafter set forth, an antique 1927 American LaFrance fire engine, registration number 6206, City of Ann Arbor property number 5362 ("Property").

2. Closing. The Closing shall be held and completed on July 1, 2021, or such earlier date as may hereafter be agreed to in writing by Buyer and Seller ("Closing Date"), commencing at 11:00 AM at 111 North Fifth Ave Ann Arbor, MI 48104 or at such other location and time as may hereafter be agreed to in writing by Buyer and Seller. Time is of the essence.

3. Representations and Warranties.

(a) Buyer hereby represents and warrants that:

(1) Buyer is duly organized (or formed), validly existing and in good standing under the laws of the State of Michigan, and is authorized to consummate the transaction and fulfill all of its obligations hereunder and under all documents contemplated hereunder to be executed by Buyer, and has all necessary power to execute and deliver this Agreement and all documents contemplated hereunder to be executed by Buyer, and to perform all of its obligations hereunder and thereunder.

(2) Buyer has not been induced by and has not relied upon any prior courses of dealing between the Parties, any usage of trade, or any promise, representation, warranty, or statement, whether express or implied, oral or in writing, made by Seller or anyone acting for or on behalf of Seller (except as expressly stated in this Agreement) concerning: (1) the physical

aspect or condition of Property, or any portion of the Property; (2) the merchantability of Property or any portion of the Property; (3) the feasibility or desirability of the purchase of the Property; (4) the Property's compliance or non-compliance with any requirements of laws; or (5) any other matter whatsoever with respect to the Property (except as contained herein), express or implied, including, by way of description but not limitation, those of fitness for a particular purpose or use. Buyer acknowledges that all matters concerning the Property are to be independently verified by Buyer and that Buyer is purchasing the Property "as is", in its currently existing physical condition, and in its currently existing state of repair.

(b) Seller hereby represents and warrants:

(1) Seller has good and clear ownership of the Property and will deliver a Bill of Sale with respect to the Property to the Buyer on the Closing Date. Seller will use reasonable efforts to assist Buyer with Buyer's efforts, at Buyer's sole expense, to obtain a title issued by the Michigan Secretary of State for the Property.

4. Deliveries at Closing.

(a) Seller's Delivery. On the Closing Date, the Buyer shall be provided access to the Property by 4:00 PM.

(b) Buyer's Delivery. At the time and location noted in the subsection immediately above, Buyer shall deliver to Seller that portion of the Purchase Price payable at Closing. On the Closing Date, the Buyer shall remove the Property by 4:00 PM, at Buyer's expense.

5. Post-Closing. Buyer represents and warrants to Seller that for (10) years following the Closing Date:

(a) Buyer shall not sell or otherwise transfer Property or any portion of Property to any third-party transferee ("Proposed Transferee");

(b) Buyer shall, at a minimum, preserve Property in its current condition as of Closing Date and make reasonable efforts to improve its condition;

(c) Buyer shall make reasonable efforts to publicly display Property in Washtenaw County for educational, historical, and/or cultural purposes; and

(d) Buyer shall use Property predominantly for such educational, historical, and/or

cultural purposes, including the promotion of local history, and other purposes consistent with Buyer's non-profit mission.

In the case of Buyer's breach of any representation or warranty set forth in this section, and upon Seller's demand and written notice, Buyer shall have ninety (90) days to cure such breach. If Buyer fails to cure after ninety (90) days, Buyer shall immediately and unconditionally make the Property available to Seller to be returned at Seller's sole expense.

6. Right of First Refusal. This Section shall only apply after the expiration of the ten (10) year period referenced in the Section immediately above and then only until the Buyer actually transfers the Property (whether to the City or to the Proposed Transferee) in accordance with this Section. Before Buyer may sell or otherwise transfer Property (including transfer by gift or operation of law) to any Proposed Transferee, Seller or its assignee(s) shall have a right of first refusal to re-purchase Property on the terms and conditions set forth in this section (the "Right of First Refusal"):

(a) Notice of Proposed Transfer. Prior to any such proposed sale or transfer, Buyer shall deliver to Seller a written notice (the "First Refusal Notice") stating: (1) Buyer's bona fide intention to sell or otherwise transfer Property; (2) the name of each Proposed Transferee; (3) the terms and conditions of the proposed sale or transfer, including the proposed transfer price; and (4) Buyer's Taxpayer Identification Number.

(b) Exercise of Right of First Refusal. At any time within ninety (90) days after receipt of the First Refusal Notice, Seller and/or its assignee(s) may, by giving written notice to Buyer, elect to re-purchase Property at one-half of the fair market value of Property as of the day of First Refusal Notice ("Re-purchase Price"), determined by a third-party appraiser selected by both Parties in good faith, and paid for by Seller.

(c) Payment. Seller shall pay one-half of the fair market value the Re-purchase Price as determined by the appraisal by check to Buyer within ninety (90) days after Seller's election to re-purchase Property.

(d) Buyer's Right to Transfer. If Property is not re-purchased by Seller and/or its assignee(s) as provided in this section, then Buyer may sell or otherwise transfer Property to the Proposed Transferee(s) at the proposed transfer price or at a higher price, provided that such sale or other transfer is consummated ninety (90) days after the date of the First Refusal Notice

and provided further that any such sale or other transfer is effected in accordance with any applicable laws. If Property is not transferred to the Proposed Transferee within such period, or if Buyer proposes to change the price or other terms to make Property more favorable to the Proposed Transferee, a new First Refusal Notice shall be given to Seller, and Seller and/or its assignees shall again be offered the Right of First Refusal in accordance of this section before a new sale or other transfer of Property may take place.

7. Remedies.

(a) This Agreement does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, or immunity of the Parties.

(b) All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties, or otherwise.

(c) Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.

8. Notice. All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next-day express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (1) the date of actual receipt; (2) the next business day when notice is sent next-day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If notice is sent to the Buyer, it shall be addressed and sent to:

Michigan Firehouse Museum and Education Center
ATTN: Executive Director
110 West Cross Street
Ypsilanti, MI 48197

If notice is sent to the Seller, it shall be addressed and sent to:

City of Ann Arbor
ATTN: Fire Chief
111 North Fifth Ave.
Ann Arbor, MI 48104

With a copy to:
The City of Ann Arbor
ATTN: City Attorney
301 E. Huron St.
Ann Arbor, Michigan 48104

9. Miscellaneous.

(a) Choice of Law and Forum. 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 Agreement or the performance or breach of this Agreement. The parties stipulate that the venues referenced in this Agreement are convenient and waive any claim of non-convenience.

(b) Severability of Provisions. Whenever possible, each provision of this Agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

(c) No Assignment. No Party may assign or delegate any rights or obligations under this Agreement without first obtaining the written consent of the other Party hereto. Notwithstanding any consent by the Seller to any assignment, Buyer shall at all times remain bound to all warranties and representations, however described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the Seller.

(d) Extent of Agreement. This Agreement constitutes the entire understanding between the Seller and the Buyer with respect to the subject matter of the Agreement and it supersedes,

unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order, or other administrative document shall modify the terms and conditions of this Agreement, regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended, or modified by written amendment signed by the Contractor and the City. This Agreement 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 agreement.

(e) Non-Discrimination. Buyer agrees to comply with all State, Federal, and Local non-discrimination laws, including MCL 37.2209 of the Ann Arbor City Code.

(f) The Parties shall comply with all applicable laws when performing their respective obligations under this Agreement.

10. Authority. The individual signing this Agreement on Buyer's behalf represents and warrants that he/she has the authority to do so and to so legally bind Buyer.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

FOR BUYER

By _____
Daniel W. Egeler, President

FOR THE CITY OF ANN ARBOR

By _____
Christopher Taylor, Mayor

By _____
Jacqueline Beaudry, City Clerk

Approved as to substance

By _____
Tom Crawford, City Administrator

By _____
Mike Kennedy, Fire Chief

Approved as to form and content

By _____
Stephen K. Postema, City Attorney