

[Alpena County Letterhead]

[Date of Mailing]

Via Certified U.S. Mail – Return Receipt Requested

Alpena Public Schools
2373 Gordon Road
Alpena, MI 49707
Attn: David Rabbideau, Ph.D. – Superintendent

Re: Letter Agreement for Transfer of Tennis Courts

Dear Mr. Rabbideau:

This Letter Agreement (“**Agreement**”) sets forth the terms and conditions under which the County of Alpena, a municipal corporation and political subdivision of the State of Michigan (the “**County**”), agrees to convey any and all rights it may have to certain tennis courts to Alpena Public Schools, a public school district organized and existing under the laws of the State of Michigan (“**APS**”).

Background

The County has historically controlled, operated and maintained certain tennis courts which are depicted on the attached **Exhibit A** (including all improvements, fixtures, and appurtenances affixed thereto, and all personal property located thereon, the “**Courts**”). The Courts are situated on APS’s property and serve APS’s athletic programs. The County is not aware of any deed, lease, easement, license, or other written instrument establishing a property interest in the Courts or the underlying land. The County’s involvement with the Courts arose through informal arrangement and historical practice. The parties acknowledge that the immovable portions of the Courts, as improvements permanently affixed to APS’s real property, are presumptively the property of APS under Michigan real property law. APS has expressed its desire to assume full ownership and control of the Courts, and the County is willing to relinquish all operational control of, and convey any right, title, or interest it may have in, the Courts to APS on the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the payment of One Dollar (\$1.00), and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County and APS agree as follows:

1. Transfer. As of the Effective Date of this Agreement (defined below), the County hereby sells, transfers, grants, assigns, quitclaims, and releases to APS all of the County's right, title, and interest, if any, in and to the Courts. APS shall be solely responsible for the ownership, operation, maintenance, repair, and replacement of the Courts.

2. Indemnification. To the fullest extent permitted by law, APS shall indemnify, defend, and hold harmless the County, its officers, officials, employees, agents, and representatives (collectively, the "**County Indemnitees**") from and against any and all claims, demands, actions, causes of action, suits, losses, damages, liabilities, judgments, costs, and expenses (including reasonable attorneys' fees) relating in any way to the Courts and first arising on or after the Effective Date, including, but not limited to, (a) the condition of the Courts, which condition the parties agree shall be deemed to arise on and after the Effective Date for purposes of this Section 2 regardless of when such condition first came into existence, (b) APS's or any third party's ownership, use, operation, maintenance, repair, replacement, or control of the Courts, or (c) any other act, omission, or occurrence relating to the Courts.

3. Release. APS, on behalf of itself and its successors and assigns, hereby releases and forever discharges the County Indemnitees from any and all claims, demands, damages, actions, or causes of action, whether known or unknown, arising out of or related to the condition, ownership, maintenance, or use of the Courts.

4. As-Is Condition; No Representations or Warranties. APS TAKES THE COURTS "AS IS, WHERE IS," AND WITH ALL FAULTS. THE COUNTY MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE COURTS, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR CONDITION. APS ACKNOWLEDGES THAT IT HAS HAD THE OPPORTUNITY TO INSPECT THE COURTS AND ACCEPTS THE COURTS IN THEIR PRESENT CONDITION.

5. Further Assurances. Each party agrees to execute and deliver such additional documents and instruments and to take such further actions as may be reasonably necessary to effectuate the purposes and intent of this Agreement, including, but not limited to, a memorandum in recordable form which may be recorded with the Alpena County Register of Deeds.

6. Authority. This Agreement is entered into under the authority of MCL 46.11(c) and MCL 124.532. The parties represent to one another that each has authorized this Agreement by resolution adopted at a lawfully held meeting of its governing body, and that the terms of this Agreement have been entered in the minutes of its proceedings, as required by MCL 124.533. Each party represents that the individual executing this Agreement on its behalf has the authority to do so and to bind such party to the terms hereof.

7. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, without regard to its conflict of laws principles. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations,

and discussions, whether oral or written, between the parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Prior to its effectiveness, this Agreement shall be filed with the Michigan Secretary of State, as required by MCL 124.533(c), and the date of such filing shall be the “**Effective Date**.” Unless the parties agree otherwise, the filing shall be made by APS and APS shall notify the County immediately upon making such filing.

If you are in agreement with the foregoing, please sign this Agreement and email or fax the signed copy to [_____]. Should you have any questions or concerns, please contact me.

Alpena County

By: _____
Name: _____
Its: _____
Date: _____

Alpena Public Schools

By: _____
Name: David Rabbideau, Ph. D.
Its: Superintendent
Date: _____

EXHIBIT A

DEPICTION OF COURTS

[See attached]