

SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is made as of the ____ day of _____, 2026 by and between the City of Eden Prairie, a Minnesota municipal corporation, herein referred to as the “Seller” and the City of Mankato, a Minnesota municipal corporation, hereinafter referred to as “Buyer”.

WHEREAS, Seller is the owner of a 2001 Freightliner MT55 Mobile Command Center (VIN# 4UZAARBW31CJ30972) and related equipment (the “Vehicle”); and

WHEREAS, Seller desires to sell and Buyer desires to purchase the Vehicle from Seller pursuant to the terms and conditions contained in this Agreement.

NOW, THEREFORE, for valuable and good consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Sale of Vehicle. Seller agrees to sell to Buyer and Buyer agrees to buy from Seller, the Vehicle, which includes the following:

- 1.1 *Equipment*.
 - a. 2001 Freightliner MT55 Mobile Command Center (VIN# 4UZAARBW31CJ30972). Current mileage on the vehicle is _____ miles.
 - b. Vehicle related equipment in the exterior cabinets of the vehicle
 - c. Vehicle related equipment in the interior cabinets of the vehicle
- 1.2 *Graphics*. The following graphics are displayed on the Vehicle:
 - a. Mobile Command Center
 - b. Eden Prairie Police
 - c. Eden Prairie Police Department badge(s)

Seller shall remove the graphics described in subparts 1.2(b) and 1.2(c) from the Vehicle prior to Closing and prior to Buyer taking possession of the Vehicle. Seller will not be responsible for replacing or adding graphics to the Vehicle, nor for repairing any marks or cosmetic damage resulting from the removal of such graphics.

- 1.3 The following equipment is not included under this Agreement:
 - a. Radios and radio heads
 - b. City Wi-Fi related equipment
 - b. Non-vehicle related equipment in the exterior cabinets of the vehicle
 - c. Non-vehicle related equipment in the interior cabinets of the vehicle
- 1.4 Risk of loss or damage to the Vehicle shall remain with Seller until the Closing. Effective as of the Closing date, risk of loss and responsibility for the Vehicle shall transfer to Buyer, regardless of when Buyer takes physical possession.

2. Purchase Price. The total purchase price (“Purchase Price”) to be paid by Buyer to

Seller for the Vehicle is Sixty Thousand and No/100 Dollars (\$60,000.00).

3. Payment of Purchase Price. The Purchase Price shall be paid in full by check to Seller at Closing or by electronic funds transfer to an account designated in writing by Seller prior to or at Closing.

4. Closing. The closing of the purchase and sale contemplated by this Agreement (the “Closing”) shall occur on a mutually agreed-upon date in 2026, at a location in or near the City of Eden Prairie as agreed upon by Buyer and Seller.

5. Delivery and Pickup. Seller shall make the Vehicle available for pickup by Buyer at the Closing. Buyer shall take possession of the Vehicle at the mutually agreed-upon location described in Section 4. Seller shall have no obligation to deliver the Vehicle to Buyer.

6. Instruction and Orientation. At the time of pickup and Closing, Seller shall provide Buyer with a reasonable orientation, instruction, or walkthrough of the Vehicle, including its general functionality, installed equipment, and operational features. Such instruction is intended to familiarize Buyer with the Vehicle and does not constitute training, certification, or any ongoing obligation by Seller.

7. Seller’s Closing Documents. On the Closing Date, Seller will execute and deliver to Buyer the following:

- a. Bill of Sale, in a form attached hereto as Exhibit A; and
- b. Title Certificate to Vehicle (if applicable).

8. Buyer’s Closing Obligations. On the Closing Date, Buyer shall deliver the Purchase Price to Seller in accordance with Section 3.

9. Representations and Warranties.

9.1 Seller represents and warrants to Buyer:

- a. *Authority.* Seller has the requisite power and authority to enter into and perform this Agreement and to execute the documents required hereunder. Such documents have been (or will have been) duly authorized by all necessary Council action on the part of Seller and have been (or will have been) duly executed. Such documents are (and will be) valid and binding obligations of Seller, and are enforceable in accordance with their terms.
- b. *Title.* Seller owns the Vehicle free and clear of any liens or encumbrances.

9.2 Buyer represents and warrants to Seller as follows:

- a. *Authority.* Buyer represents and warrants to Seller that Buyer has

requisite power and authority to enter into and perform this Agreement.

10. NO WARRANTIES REGARDING CONDITION OF VEHICLE. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE HAVE BEEN MADE OR ARE HEREBY MADE BY THE SELLER TO BUYER REGARDING THE CONDITION OF THE VEHICLE. SELLER MAKES NO WARRANTY OF ANY KIND, TYPE OR NATURE, INCLUDING, WITHOUT ANY LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING THE VALUE, FITNESS OF SAID VEHICLE FOR ANY PURPOSE, COMPLIANCE WITH SPECIFICATIONS, SIZE, USE, MERCHANTABILITY, DESIGN, QUALITY, DESCRIPTION, DURABILITY, OPERATION OR CONDITION OF THE TRUCK, WHETHER VISIBLE OR NOT. BUYER ACKNOWLEDGES THAT IT HAS HAD FULL OPPORTUNITY TO INSPECT AND IS FAMILIAR WITH, OR HAS HAD FULL OPPORTUNITY TO BECOME FAMILIAR WITH THE VEHICLE'S CURRENT CONDITION AND HEREBY ACCEPTS DELIVERY OF THE VEHICLE IN AN "AS IS" "WHERE IS" CONDITION.

11. Indemnification. Buyer will defend and indemnify Seller and forever hold Seller harmless from and against all liabilities, claims, suits, actions, proceedings, damages, loss or liability, costs or expenses (including reasonable attorney's fees) asserted against Buyer or incurred by Buyer in connection with, arising from or related to the Vehicle or Buyer's use and operation of the Vehicle, unless such claims arise from Seller's intentional or willful misconduct.

12. Assignment. Buyer will be prohibited from assigning its rights and obligations under this Agreement to any other party.

13. Governing Law; Venue. This Agreement will be governed by and construed according to the laws of the State of Minnesota. Any dispute regarding or arising from this Agreement will be litigated in state district court in Hennepin County, Minnesota.

14. Severability. To the extent that any provision of this Agreement is deemed invalid or unenforceable, it will be considered deleted and the remainder of such provision and this Agreement will be unaffected and will continue in full force and effect.

15. Amendments. No amendment or modification of this Agreement will be deemed effective unless made in writing and signed by both Seller and Buyer.

16. Prior Agreements. This Agreement contains the entire Agreement relating to the subject matter and supersedes all prior Agreements and understandings with respect to such subject matter, and the parties hereto have made no agreement, representations or warranties relating to the subject matter of this Agreement which are not set forth herein.

17. Headings. The section headings herein are for convenience only and will not effect the construction of this Agreement.

18. Electronic Signature and Counterparts. This Agreement may be signed in counterparts, each of which shall be deemed an original, and which taken together shall be deemed

to be one and the same document. A party may sign this Agreement using electronic signatures which shall not affect the legal effect or enforceability of this Agreement.

IN AGREEMENT, Seller and Buyer have executed this Agreement as of the date first written above.

SELLER

CITY OF EDEN PRAIRIE

Ronald A. Case
Mayor

Rick Getschow
City Manager

BUYER

CITY OF MANKATO

Najwa Massad
Mayor

Susan Arntz
City Manager

EXHIBIT A

BILL OF SALE

This BILL OF SALE is made as of _____, 2026 by City of Eden Prairie, a Minnesota municipal corporation, herein referred to as “Seller”, in favor of the City of Mankato, a Minnesota municipal corporation, herein referred to as “Buyer”. The transfer and assignment of certain property of Seller accomplished by this Bill of Sale is for good and valuable consideration received and in accordance with the terms and conditions of that certain Sale and Purchase Agreement, dated as of _____, 2026 (the “Purchase Agreement”) by and between Seller and Buyer. Capitalized terms used in this Bill of Sale, unless otherwise defined in this Bill of Sale, have the respective meanings ascribed to those terms in the Purchase Agreement.

By this Bill of Sale, Seller sells, conveys, transfers, assigns, grants and confirms to Buyer, and Buyer’s successors and permitted assigns, all of Seller’s right, title and interest in the Vehicle. Seller shall execute and deliver all additional instruments, documents and certificates and take further action reasonably requested by Buyer to affect the transfer of, and to vest title in, or for aiding and assisting in reducing possession of the Vehicle in Buyer.

Seller does hereby covenant and agree with Buyer, its successors and assigns, that it is the lawful owner of the property transferred hereunder and has good title to sell such property and that such property is free from all liens and encumbrances. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT BUYER HAS FULLY EXAMINED THE VEHICLE AND HAS RELIED ON ITS OWN DISCRETION AND JUDGMENT WITH REGARD TO THE TRANSACTIONS CONTEMPLATED HEREUNDER. THE VEHICLE HAS BEEN SOLD AN “AS IS” “WHERE IS” BASIS, WITH NO REPRESENTATIONS OR WARRANTIES OF SELLER OF ANY KIND, TYPE OR NATURE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY REGARDING THE VALUE, FITNESS OF SAID VEHICLE FOR ANY PURPOSE, COMPLIANCE WITH SPECIFICATIONS, SIZE, USE, MERCHANTABILITY, DESIGN, QUALITY, DESCRIPTION, DURABILITY, OPERATION OR CONDITION OF THE VEHICLE, WHETHER VISIBLE OR NOT. BUYER ACKNOWLEDGES THAT IT HAS HAD FULL OPPORTUNITY TO INSPECT AND IS FAMILIAR WITH, OR HAS HAD FULL OPPORTUNITY TO BECOME FAMILIAR WITH THE VEHICLE’S CURRENT CONDITION AND HEREBY ACCEPTS DELIVERY OF THE VEHICLE IN AN “AS IS” “WHERE IS” CONDITION.

Notwithstanding any other provision of this Bill of Sale, nothing contained in this Bill of Sale will in any way supersede, modify, replace, amend, change, rescind, waive or otherwise affect any of the provisions set forth in the Purchase Agreement, this Bill of Sale being intended only to effect the sale, transfer and assignment of the Vehicle to Buyer pursuant to the Purchase Agreement.

This Bill of Sale will be construed and enforced in accordance with the laws of the State of Minnesota, without regard to its conflicts of laws principles.

[Signatures on following page.]

Signed as of the date first written above.

SELLER

CITY OF EDEN PRAIRIE

By: _____
Ronald A. Case
Its: Mayor

By: _____
Rick Getschow
Its: City Manager

ACKNOWLEDGMENT

State of Minnesota)
)ss.
County of Hennepin)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026
by Ronald A. Case and Rick Getschow, respectively the Mayor and City Manager of the City of
Eden Prairie, on behalf of the City.

Notary Public

BUYER

CITY OF MANKATO _____

By: _____
Najwa Massad
Its: Mayor

By: _____
Susan Arntz
Its: City Manager

State of Minnesota)
)ss.
County of Blue Earth _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026
by Najwa Massad and Susan Arntz, respectively the Mayor and City Manager of the City of
Mankato, on behalf of the City.

Notary Public