

BILL OF SALE

THIS BILL OF SALE ("**Bill of Sale**"), effective on the date of last signature below, is by and between the State of Oregon, acting by and through its Department of Transportation ("**ODOT**"), and Yamhill County, a political subdivision of the State of Oregon ("**Agency**") both herein referred to individually or collectively as "**Party**" or "**Parties**."

Recitals:

WHEREAS, the Parties entered into an Intergovernmental Agreement dated May 12, 2014, amended on 7/13/15, which among other obligations, detailed the roles and responsibilities of the Parties related to the replacement of the generator at Yamhill County's High Heaven communications site ("**Site**");

WHEREAS, pursuant to the terms of the IGA, ODOT purchased and installed a 50 Kw Cummins generator;

WHEREAS, pursuant to the terms of the IGA, ownership of the Generator (as defined below) is to be transferred to Agency;

NOW THEREFORE, in fulfillment of the obligations identified in the IGA, ODOT hereby transfers to Agency all of ODOT's right, title, and interest in and to the 50 Kw Cummins generator at the High Heaven communications site ("**Generator**") for and in consideration of the benefits identified in the IGA.

Agency acknowledges and agrees that ODOT does not make and specifically disclaims any representations, warranties or guaranties whatsoever, whether express or implied, oral or written, concerning: (i) the value, quality or condition of the Generator; (ii) the suitability of the Generator for any and all activities and uses which Agency may conduct in connection therewith; (iii) the merchantability, marketability or fitness for a particular purpose of the Generator, or (iv) or the installation or operation of the Generator.

Agency agrees to accept the Generator in the condition as of the Effective Date, and waives all objections or claims against ODOT arising from or related to the Generator. Agency acknowledges and agrees that to the maximum extent permitted by law, the transfer of the Generator is made on an "AS IS, WHERE IS, WITH ALL FAULTS" condition and basis.

ODOT warrants and represents that it has full right, power and authority to transfer ownership of the Generator to Agency and to execute this Bill of Sale.

Notwithstanding any other provision of this Bill of Sale, or any agreements, contracts or obligations thereto, nothing in this Bill of Sale shall be construed to make the Parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other party, it being the intention of this Bill of Sale merely to provide for and evidence the transfer of ownership of the Generator.

This Bill of Sale shall be construed, performed and enforced in accordance with the laws of the State of Oregon, without regard to conflicts of laws principles.

Nothing contained in this Bill of Sale shall be constructed to amend the IGA, including but not limited to ODOT's rights to continue to receive backup power from the Generator.

The Parties, by execution of this Bill of Sale hereby acknowledge that the individuals have the authority to do so and have read it, understand it, and agree to be bound by its terms and conditions.

YAMHILL COUNTY, by and through its Board of Commissioners

By Allen Springer
Date 7-2-15

APPROVED AS TO FORM:

By Cliff Beal
County Counsel
Date 6/30/15

STATE OF OREGON, acting by and through its Department of Transportation

By Paul DeLeon
Major Projects Branch Manager
Date 12-2-15

APPROVAL RECOMMENDED

By Robert Reish
ODOT/OSP Wireless Section Manager
Date 11/30/15
By Paul A. Harbuck
State Radio Project Site Acquisition Manager
Date Nov 30, 2015