

Bill of Sale

This Bill of Sale is made this _____ day of _____, 2022_____ by and between ___City of Douglas Wyoming_____ (Seller) and PacifiCorp, an Oregon corporation d/b/a Rocky Mountain Power (Buyer).

1. In consideration of _____\$1_____ paid by Buyer, the receipt of which Seller hereby acknowledges, and Buyer's acceptance of this Bill of Sale, Seller sells to Buyer the following distribution line assets according to the terms of this Bill of Sale:
2. **Property to be sold:** See attachment_____, located at Section 33 and 34, Township 32 North, Range 72 West, 6th Prime Meridian. ("Property")
3. **"As Is," No Warranties, No Representations.** Buyer and Seller agree that the Property being sold by Seller is sold "as is with all faults" and Buyer accepts the Property "as is with all faults." Buyer acknowledges and agrees that Seller makes no representation whatsoever about the condition of the Property or the use of the Property or any other representation.
4. **Easements.** Seller will assign any and all easements related to the property to Buyer upon transfer of the property to Buyer.
5. **Limitation of Liability.** In no event shall Seller be liable in connection with the Property for special, incidental, or consequential damages, including lost profits, loss of use, or other economic loss, nor shall any liability of the Seller exceed the purchase price of these poles.
6. **Indemnity.** Buyer will indemnify and hold harmless Seller, its officers, directors, agents, and employees from any and all costs, damages, liabilities, and expenses related either directly or indirectly to the Property.
7. **Jury Trial.** This Agreement shall be governed by and construed in accordance with the laws of Utah, excluding any choice of law provisions that would otherwise require application of laws of any other jurisdiction. In the event it becomes necessary for either Party to enforce its rights under this Agreement, then with or without litigation, the prevailing Party shall be entitled to recover all reasonable expenses, including attorney fees and costs, arising out of the enforcement of its rights. To the fullest extent permitted by law, each of the parties hereto waives any right it may have to a trial by jury in respect of litigation directly or indirectly arising out of, under or in connection with this agreement. Each party further waives any right to consolidate any action in which a jury trial has been waived with any other action in which a jury trial cannot be or has not been waived.
8. **Governmental Liability.** City does not waive governmental immunity by entering into this Contract, and specifically retains immunity and all defenses available to it pursuant to Wyo. Stat. § 1-39-104(a) and all other state law.

Buyer: Rocky Mountain Power

Signature: _____

Seller: _____

Signature: _____