

BILL OF SALE

The City of Murrieta ("Buyer") agrees to purchase from the Pechanga Band of Indians ("Seller"), for the purchase price of One Hundred Thousand U.S. Dollars and Zero Cents (\$100,000.00), and the Seller hereby sells and transfers to Buyer, the following item:

Description: Type 1 Fire Engine ("Truck")

Make: American LaFrance **Model:** TDA Quint **Year:** 2002

VIN No. _____ **Odometer Reading:** 60891 **Date of Last Service:** May 1, 2024

Specifications: Length: 58' 4"; Height: 11' 6"; Ladder Length: 100'; Pump Hale: 1750 GPM, Water Tank: 300 Gallons

Terms: Transfer of ownership and possession of the Truck, and the transfer of funds, shall occur February 18, 2025.

Seller certifies, to the best of Seller's knowledge, the odometer reading listed accurately reflects the actual mileage of the Truck.

Seller certifies Seller has full ownership rights and full authority to sell the Truck, and the Truck is free of all liens, encumbrances, liabilities, and adverse claims of every nature and description whatsoever.

The Truck is being sold "as is." Seller has no knowledge of any hidden defects in the Truck and believes to the best of Seller's knowledge the Truck is in good operating condition.

Buyer agrees that Seller retains the right to use the Truck under the following condition: If, after the sale is completed, Seller's replacement Type 1 Fire Engine ("Replacement Truck") becomes inoperable or otherwise unable to perform its intended functions, and the Truck is operable and not being utilized by Buyer, upon notice to Buyer, the Buyer shall make the Truck available to Seller and Seller may use the Truck at no cost for purposes consistent with the roles and responsibilities of the Pechanga Band of Indians Fire Department ("Pechanga FD"). During Seller's use of the Truck, Seller agrees to maintain the Truck in good condition, reasonable wear and tear excepted. The duration of Seller's use shall not exceed the reasonable time required to return the Replacement Truck to use, not to exceed six (6) months. This condition shall terminate upon the end of the Truck's useful service life on December 31, 2027. Seller agrees to maintain sufficient insurance coverage for the Truck and to indemnify and hold harmless the Buyer from any damages or liabilities that may be incurred by Seller during any period of use of the Truck by Seller, except for reasonable wear and tear.

Notwithstanding the above, Buyer may, in its sole discretion sell, scrap, or otherwise transfer the Truck to a 3rd party at any time and any obligations set forth herein shall terminate upon such transfer and notice to Pechanga FD. Furthermore, Buyer is under no obligation to Seller if the Truck is in need of repair or is otherwise inoperable.

Buyer: City of Murrieta

Justin Clifton, City Manager

Date: _____

Buyer Witness Name: _____

Buyer Witness Signature: _____

Date: _____

Seller: Pechanga Band of Indians

Mark Macarro, Tribal Chairman

Date: _____

Seller Witness Name: _____

Seller Witness Signature: _____

Date: _____