

## BILL OF SALE

In consideration of the mutual promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by Waste Connections of California, Inc. ("Seller"), on the one hand, the County of El Dorado ("Buyer"), on the other hand, and payment of the total sum of \$1.00 and 0/100 Dollars (\$1.00) in cash by Buyer to Seller, the parties hereto agree as follows:

1. Seller hereby sells, assigns, transfers and conveys to Buyer all of Seller's right, title, and interest in and to the rear-loader truck set forth on **Exhibit A** attached hereto (the "Asset").

2. Buyer shall take all action necessary to affect the transfer of ownership of the Asset, as hereinabove contemplated and to be responsible for the payment of all fees and taxes imposed in connection therewith.

3. Buyer represents that Buyer has inspected, or had the opportunity to inspect, the Asset and ascertain the condition of the Asset prior to the date hereof.

4. Buyer acknowledges that the Asset is being sold and transferred in "AS IS, WHERE IS" condition and that Seller makes no representations or warranties concerning the condition of the Asset or its use for any particular purpose. **SELLER HEREBY EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

5. Buyer hereby covenants, represents and warrants that the Asset purchased hereunder is solely for law enforcement by Buyer. Buyer hereby agrees that it will not use the Asset to compete directly or indirectly with Seller. In addition, Buyer hereby agrees that it will not sell, re-sell or otherwise transfer the Asset to any other party unless such transfer document contains identical restrictions on the use of the Asset. Buyer shall be responsible for removing from the Asset any remaining logos or identifying marks of Seller immediately after taking possession. Buyer acknowledges and agrees that Seller will suffer irreparable harm which is not easily measured in monetary terms if Buyer violates this covenant and agreement, and Buyer agrees that, in addition to all remedies (monetary and non-monetary) available to Seller, Seller shall be entitled to seek and receive temporary and permanent injunctive or similar relief to immediately cause Buyer to cease the conduct that violates this covenant and agreement. Buyer agrees that it shall not object to the granting of such relief based upon, and will not attempt to assert an affirmative or other defense that contends, that relief is measurable in monetary damages or that the conduct will not cause irreparable harm; it being the intent of the parties that if Seller alleges that conduct of the Buyer violates this covenant or agreement, Seller shall be entitled to have such conduct halted until a full and final adjudication of the matter. The parties agree any such relief shall be granted without the posting of a bond or other monetary requirement by Seller.

6. In case any provision of this Bill of Sale shall be invalid, illegal or unenforceable, it shall, to the extent possible, be modified in such a manner as to be valid, legal and enforceable so as to most nearly to retain the intent of the parties. If such modification is not possible, such provision shall be severed from this Bill of Sale. In either case the validity, legality and enforceability of the remaining provisions of this Bill of Sale shall not in any way be affected or impaired thereby.

7. This Bill of Sale shall be governed by and construed and interpreted in accordance with the laws of the California.

IN WITNESS WHEREOF, the parties hereto have signed this Bill of Sale as of May 4<sup>th</sup>, 2020.

**BUYER:**

By: \_\_\_\_\_  
Its: \_\_\_\_\_  
Name: \_\_\_\_\_

**SELLER:**

Waste Connections of California, Inc.

By: \_\_\_\_\_  
Its: Site Manager  
Name: Jeff Enck

**EXHIBIT A**

**ASSETS**

1998 Volvo WX Rear-loader
VIN # 4VMHAKHE2WN744761