



JOHN McMAHON, SHERIFF-CORONER



BILL OF SALE

The County of San Bernardino ("SB County") agrees to donate to the California Department of Justice property as identified below based upon the terms and conditions set forth below. The property is being transferred to California Department of Justice for \$0.00.

DESCRIPTION OF DONATION

- a. 1979 Cessna T207A Aircraft, equipment No. 229274, Serial No. 20700492 (registration N207TF), ("Aircraft")
- b. Wescam MX-10 Camera, Serial No. 446201075, ("equipment")
- c. Gyrocam HD Broadcast Camera and Accessories, equipment No. 229896, ("equipment")
- d. Qualcomm GSP-1600-A Satellite Phone, equipment No. 229306, ("equipment")
- e. Airborne Transmitter and Antenna, Serial No. CESNNA207, equipment No. 248451, ("equipment")
- f. Gyrocam Auto Track/Scene Lock, Serial No. 9006, ("equipment"; all "equipment" may be collectively referred to as "Equipment")

SB COUNTY'S REPRESENTATIONS AND WARRANTIES

SB County makes the following representations and warranties with respect to title:

- SB County has the rightful title to the Aircraft and Equipment;
- SB County's transfer of title is legally allowed;
- The Aircraft and Equipment being donated are free from any liens, security interests or encumbrances.

SB County has made Aircraft and Equipment available to California Department of Justice for examination. California Department of Justice has examined the Aircraft and Equipment and understands that the examination excludes from the terms of this donation any warranty of merchantability and warranty for fitness for particular purpose with regard to defects the examination should have revealed. California Department of Justice understands the Aircraft and Equipment are donated "AS IS" and "WITH ALL FAULTS."

THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE FACE HEREOF, OR AT ALL. WITH THIS DONATION, SB COUNTY EXPLICITLY DISCLAIMS ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY OTHER WARRANTY THAT MAY OR COULD EXIST.

TRANSFER OF OWNERSHIP

SB County agrees to file all necessary documents with the Federal Aviation Administration to transfer title of Aircraft to California Department of Justice. California Department of Justice will take delivery of Aircraft and Equipment from SB County's Sheriff's Aviation Division, located at San Bernardino International Airport. California Department of Justice agrees that at the earlier point and time of transfer, or at the point California Department of Justice takes possession of the Aircraft and Equipment, California Department of Justice assumes all risks and liabilities of loss and damage, including damage to third parties. California Department of Justice agrees to indemnify, defend (with counsel reasonably approved by SB County) and hold harmless the SB County and its authorized officers, employees, agents and volunteers ("Indemnitees") from any

and all claims, actions, losses, damages, and/or liability arising out of the donation of the Aircraft and Equipment from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by SB County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. California Department of Justice indemnification obligation applies to the SB County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning to Civil Code Section 2782. Furthermore, California Department of Justice waives any and all rights of subrogation as it relates to the sale, transfer or possession of the Aircraft and Equipment.

IN WITNESS WHEREOF, CALIFORNIA DEPARTMENT OF JUSTICE AND SB COUNTY EXECUTE THIS BILL OF SALE, WHICH SHALL BECOME EFFECTIVE ON THE DATE OF EXECUTION BY THE LAST PARTY TO SIGN.

County of San Bernardino

"Agency Name"

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Title: Undersheriff

Title: _____

Date: _____

Date: _____