

BILL OF SALE

Douglas County ("County") hereby grants, sells, transfers, and delivers to

_____ ("Buyer"), the following property ("the vessel"):

One 36 feet 10 inch vessel, 1967 Islander with hull identification number BAN0530084NET15, Oregon State Marina Board [OSMB] registration number OR401ACA, and known as *NEBBIA*.

Salmon Harbor seized the vessel under ORS 830.911 as an abandoned vessel. On October 18, 2018, pre-seizure notice was attached to the vessel and mailed to owner of record. On November 2, 2018, Salmon Harbor seized the vessel. The post-seizure notice was posted on Salmon Harbor's website: www.co.douglas.or.us/salmonharbor/ and mailed to owner of record. Salmon Harbor waited the 30 day wait period after the vessel was seized before executing this Bill of Sale. Salmon Harbor Marina is the OSMB legal/registered owner of the vessel and has the original Certificate of Title.

Consideration for this sale is _____ and removal from Salmon Harbor Marina ("Marina") shall be required, with the following conditions:

- (1) Buyer acknowledges and understands that the vessel is being sold as is, where is, and without recourse against Douglas County, Port of Umpqua, SHMC and their officers, employees, and agents;
- (2) the vessel, or any part thereof, shall not be dismantled or scrapped on Marina property;
- (3) the vessel, and all contents, shall be removed from Marina property no later than 14 days after the date this Bill of Sale is signed by all parties;
- (4) any vessel contents shall not be removed or disposed on Marina property;
- (5) the vessel shall not be allowed moorage in the Marina without proof of:
 - a) vessel title in owner's name,
 - b) current state marine boater's registration or USCG documentation in owner's name,
 - c) vessel surveyed as seaworthy,
 - d) signed moorage agreement by owner,
 - e) marine craft liability insurance;
- (6) the Report of Transfer [Certificate of Title] for the vessel will be submitted to OSMB by Salmon Harbor on behalf of Buyer with the following additional conditions:
 - a) payment to be made from the bid funds,
 - b) Buyer shall sign the Report of Transfer;
- (7) Buyer shall be responsible for vessel title and registration and the cost to do so.

ORS 830.710 Report of transfer, abandonment or destruction of boat, boathouse or floating home or change of address of owner. (1) Within 30 days after the transfer of all or any part of the interest of the owner in a boat, boathouse or floating home, or the abandonment or destruction of a boat, boathouse or floating home, for which a valid identifying number has been awarded by this state, the owner shall notify the State Marine Board of the transfer of interest, destruction or abandonment.

ORS 830.720 Cancellation of title upon scrapping of boat, boathouse or floating home. (1) An owner who scraps, dismantles or destroys a boat, boathouse or floating home and a person who purchases a boat, boathouse or floating home as scrap or to be dismantled or destroyed shall immediately cause the certificate of title to be mailed or delivered to the State Marine Board for cancellation.

ALL SALES ARE FINAL. NO REFUNDS. THIS VESSEL IS SOLD "AS IS," "WHERE IS" AND WITHOUT ANY RECOURSE AGAINST DOUGLAS COUNTY, PORT OF UMPQUA, AND SHMC AND THEIR OFFICERS, EMPLOYEES, AND AGENTS. DOUGLAS COUNTY, PORT OF UMPQUA, AND SHMC MAKE NO WARRANTIES OR GUARANTEES OF ANY KIND. DOUGLAS COUNTY, PORT OF UMPQUA, AND SHMC DISCLAIM ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE EXCLUDED.

THIS WRITING IS INTENDED BY THE PARTIES AS THE FINAL, COMPLETE AND EXCLUSIVE EXPRESSION OF THEIR AGREEMENT CONCERNING ALL WARRANTIES AND GUARANTEES AND THERE ARE NO PRIOR AGREEMENTS OR CONTEMPORANEOUS ORAL AGREEMENTS OTHER THAN THOSE SET FORTH HEREIN.

By accepting the above-described vessel, Buyer agrees that it has no recourse against Douglas County, Port of Umpqua, and SHMC and their officers, employees, and agents, and shall defend, indemnify, and hold harmless Douglas County, the Port of Umpqua, and SHMC and their officers, employees, and agents from any and all claims, actions, costs, judgments, damages or other expenses resulting from injury to any person (including injury resulting in death) or damage to property (including loss or destruction), of whatsoever nature, arising out of or incident to this Bill of Sale or the ownership, use, or possession of the above-described vessel.

BUYER

DOUGLAS COUNTY

By _____

By _____

Print Name _____

Date _____

Date _____