

POLE, CIRCUIT AND LUMINAIRE PURCHASE AGREEMENT

This **POLE, CIRCUIT AND LUMINAIRE PURCHASE AGREEMENT** (this “**Agreement**”), entered into on the 23rd day of March, 2017, is by and between PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation (“**PGE**”) and MULTNOMAH COUNTY (“**Buyer**”). PGE and Buyer are hereinafter sometimes referred to individually as a “**Party**” and collectively as the “**Parties**.”

Whereas, the Parties wish to set forth the terms and conditions under which Buyer shall purchase from PGE certain poles identified in Exhibit A to this Agreement, certain circuits identified in Exhibit B to this Agreement and certain luminaires identified in Exhibit C to this Agreement.

Now, therefore, the Parties agree as follows:

1. **Purchase and Sale.** Upon the terms, and subject to the conditions set forth herein, PGE agrees to sell, transfer, assign, and convey to Buyer all of PGE’s right, title and interest in and to those certain poles, circuits and luminaires identified, respectively, in Exhibits A, B and C to this Agreement (each a “**Pole**” or “**Circuit**” or “**Luminaire**” as may be appropriate, and together the “**Poles, Circuits and Luminaires**” or “**Equipment**”). Notwithstanding anything to the contrary contained herein, the Parties understand and agree to the following:
 - 1.1. PGE HAS MADE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
 - 1.2. THE EQUIPMENT IS BEING SOLD/PURCHASED “AS IS”AND “WHERE-IS”. BUYER AGREES TO ACCEPT THE EQUIPMENT “AS IS”AND “WHERE-IS”.
2. **Purchase Price.** The aggregate purchase price for the Poles, Circuits and Luminaires identified in Exhibits A, B and C attached hereto and incorporated by reference, shall be Five Thousand Five Hundred Eighty-Nine Dollars and sixty cents (**\$5,589.60**) (the “**Purchase Price**”). PGE and Buyer acknowledge that the proposed Purchase Price is based on replacement cost less depreciation of the Equipment. Payment-in-full shall be due on the Closing Date as set forth in Section 3.
3. **Closing.** The closing of the transaction contemplated by this Agreement (the “**Closing**”) shall take place on May 3, 2017, or at such other time and date to be agreed to in writing by the Parties (such time and date of the Closing, the “**Closing Date**”). On the Closing Date PGE shall deliver to Buyer a duly executed Bill of Sale conveying title to the Poles, Circuits and Luminaires to Buyer, substantially in the form of Exhibit D (the “**Bill of Sale**”).
4. **Condition to Closing.** Pursuant to ORS 757.480, PGE’s obligation to cause the Closing to occur may be subject to the condition that the sale contemplated by this Agreement shall have been approved by the Public Utility Commission of the State of Oregon (“OPUC”). If approval by the OPUC is required, PGE agrees to use its best efforts to cause the foregoing condition to be achieved. PGE and Buyer shall each have the right (but not the obligation) to terminate this Agreement if the Closing has not occurred by, June 30th, 2017 (the “**Outside Date**”); provided that the right to terminate this Agreement under this Section 4 shall not be available to a party whose breach of a representation, warranty, or covenant under this Agreement has resulted in the failure of the Closing to occur on or before the Outside Date.

5. Title and Risk of Loss. PGE shall have title and bear the risk of any loss of or damage to the Poles, Circuits and Luminaires, which are the subject of this Agreement, until Closing. At the Closing, title shall pass from PGE to Buyer and PGE's responsibility for loss or damage shall cease.
6. PGE's Representations. PGE represents to Buyer that the following statements contained herein are true and correct as of the date hereof.
 - 6.1. PGE has full power and authority to enter into this Agreement as well as the Bill of Sale to be delivered hereunder, and to consummate the transaction contemplated hereby. This Agreement has been duly executed and delivered and the Bill of Sale to be delivered hereunder will, at the time of such delivery, have been duly executed and delivered by PGE, and both shall constitute legal, valid and binding obligations of PGE, enforceable against PGE in accordance with their respective terms.
 - 6.2. The execution, delivery and performance by PGE of this Agreement and the Bill of Sale, and the consummation of the transaction contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of PGE; (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to PGE or the Poles, Circuits and Luminaires which are the subject of this transaction; or (c) conflict with, or result in any violation of, or default under any contract or other instrument to which PGE is a party or to which any of the Poles, Circuits and Luminaires is subject. No other consent, approval, waiver or authorization is required to be obtained by PGE from any person or entity in connection with the execution, delivery and performance by PGE of this Agreement and the consummation of the transaction contemplated hereby.
7. Buyer's Representations and Warranties. Buyer represents and warrants to PGE that the following statements contained herein are true and correct as of the date hereof.
 - 7.1. Buyer has full power and authority to enter into this Agreement and to consummate the transaction contemplated hereby. This Agreement has been duly executed and delivered by Buyer, and this Agreement constitutes a legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.
 - 7.2. The execution, delivery and performance by Buyer of this Agreement, and the consummation of the transaction contemplated hereby, do not and will not: (a) violate or conflict with the certificate of incorporation, by-laws or other organizational documents of Buyer; or (b) violate or conflict with any judgment, order, decree, statute, law, ordinance, rule or regulation applicable to Buyer. No consent, approval, waiver or authorization is required to be obtained by Buyer from any person or entity (including any governmental authority) in connection with the execution, delivery and performance by Buyer of this Agreement and the consummation of the transaction contemplated hereby.
8. Indemnification by PGE. Subject to the Closing having occurred, PGE agrees to protect, defend, indemnify, and hold Buyer, its successors and assigns and their respective officers, directors, shareholders, members, managers, agents and employees (each, a "**Buyer Indemnitee**"), harmless from and against any and all causes of action, claims, losses, liabilities, liens, damages, costs, expenses, demands and obligations (including reasonable attorneys' fees) asserted against, suffered or incurred by a Buyer Indemnitee arising or resulting from:
 - 8.1. Any misrepresentation, breach of representation or nonfulfillment of any covenant made by PGE in connection with this Agreement; or

8.2. PGE's Ownership and use of the Poles, Circuits and Luminaires prior to the Closing Date.

PGE shall have control of the defense and settlement of any claim that is subject to this paragraph. However, neither PGE nor any attorney engaged by PGE shall defend the claim in the name of Buyer, nor purport to act as legal representative of Buyer, without first receiving from the Multnomah County Attorney's Office authority to act as legal counsel for Buyer, nor shall PGE settle any claim on behalf of Buyer without the approval of the Multnomah County Attorney's Office. Buyer may, at its election and expense, assume its own defense and settlement.

9. Indemnification by Buyer. Subject to the Closing having occurred, Buyer agrees to protect, defend, indemnify, and hold PGE, its successors and assigns and their respective officers, directors, shareholders, members, managers and employees (each, a "**PGE Indemnitee**"), harmless from and against any and all causes of action, claims, losses, liabilities, liens, damages, costs, expenses, demands and obligations (including reasonable attorneys' fees) asserted against, suffered or incurred by a PGE Indemnitee arising or resulting from any misrepresentation, breach of representation or warranty or nonfulfillment of any covenant made by Buyer in connection with this Agreement. Buyer's obligations under this paragraph are subject to the limitations and conditions of the Oregon Constitution, Article XI, Section 10, and the Oregon Tort Claims Act, ORS 30.260 through 30.300, specifically subject to and within the financial limits and conditions set forth at ORS 30.272 for local public bodies and at ORS 30.273 for public bodies.
10. Notices. All notices, claims, demands, waivers and other communications hereunder shall be in writing and shall be deemed to have been given (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid. Such communications must be sent to the respective Parties at the following addresses (or at such other address for a Party as shall be specified in a notice, given to the other Party in accordance with this Section 10):

If to Buyer: Multnomah County DCS - Transportation Division
1620 SE 190th Avenue
Portland, OR 97233
E-mail: chet.hagen@multco.us
Attention: Chet Hagen, Asset Management Program Manager

If to PGE: Portland General Electric Company
Utility Asset Management
2213 SW 153rd Drive
Beaverton, OR 97006
Facsimile: 503-672-5555
E-mail: janet.ebright@pgn.com
Attention: Janet Ebright, UAM Manager

11. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes any and all prior and contemporaneous written and oral agreements, proposals, negotiations, understandings and representations pertaining to

the subject matter hereof. No change, amendment or modification of any provisions of the Agreement shall be valid unless set forth in a written instrument signed by authorized representatives of PGE and Buyer.

12. Controlling Law. THE AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH AND GOVERNED BY THE SUBSTANTIVE AND PROCEDURAL LAWS OF THE STATE OF OREGON WITHOUT REGARD TO CHOICE-OF-LAW PRINCIPLES. EACH PARTY IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF OREGON OR OF THE U.S. DISTRICT COURT FOR THE STATE OF OREGON FOR ANY ACTION, SUIT, OR PROCEEDING IN CONNECTION WITH THIS AGREEMENT AND WAIVES ANY OBJECTION THAT SUCH PARTY MAY NOW OR HEREAFTER HAVE REGARDING CHOICE OF FORUM.
13. No Third-Party Beneficiaries. The Agreement is intended solely for the benefit of the Parties hereto. Nothing in the Agreement shall be construed to create any liability to or any benefit for any person not a party to the Agreement.
14. Successors and Assigns. The Agreement shall be binding on the Parties' successors and assignees.
15. Survival. All representations, warranties, covenants and agreements contained herein and all related rights to indemnification shall survive the Closing.
16. Further Assurances. Following the Closing, each of the Parties hereto shall execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transaction contemplated by this Agreement and the document to be delivered hereunder.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

**MULTNOMAH COUNTY DCS –
TRANSPORTATION DIVISION (“Buyer”)**

**PORTLAND GENERAL ELECTRIC
COMPANY (“PGE”)**

By: _____
(Signature)
Printed Name: Deborah Kafoury
Title: Multnomah County Chair

By: _____
(Signature)
Printed Name: _____
Title: _____

Exhibit A

**POLES INCLUDED IN THE SALE FROM PGE TO MULTNOMAH COUNTY DCS –
TRANSPORTATION DIVISION**

Exhibit B

**CIRCUITS INCLUDED IN THE SALE FROM PGE TO MULTNOMAH COUNTY DCS –
TRANSPORTATION DIVISION**

Exhibit C

**LIGHTS INCLUDED IN THE SALE FROM PGE TO MULTNOMAH COUNTY DCS –
TRANSPORTATION DIVISION**

Exhibit D

**FORM OF
BILL OF SALE**

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that PORTLAND GENERAL ELECTRIC COMPANY, an Oregon corporation ("PGE" or "Seller"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby sell, transfer, assign, convey, and deliver unto MULTNOMAH COUNTY DCS – TRANSPORTATION DIVISION ("Buyer"), any and all right, title, and interest of Seller in and to the Poles, Circuits and Luminaires, as such terms are defined in that certain Pole Circuit and Luminaire Purchase Agreement between PGE and Buyer, entered into on the _____ day of _____, 2017 (the "**Purchase Agreement**").

Subject to any representations and warranties of the Buyer and Seller as set forth in the Purchase Agreement, the Poles, Circuits and Luminaires are being sold in "AS-IS, WHERE-IS" condition.

If required by ORS 757.480, this sale has been approved by the Oregon Public Utility Commission.

This Bill of Sale will inure to the benefit of the successors and assigns of Buyer and be binding upon the successors and assigns of PGE.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale effective as of the _____ day of _____, 2017.

PORTLAND GENERAL ELECTRIC COMPANY

By: _____
(Signature)
Printed Name: _____
Title: _____