

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

=====

Meeting Date:	June 17, 2008	Consent [X]	Regular []
		Public Hearing []	
Submitted By:	Water Utilities Department		
Submitted For:	Water Utilities Department		

=====

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: closing documents relating to the purchase and sale of the Indian Trail Improvement District's utility system.

Summary: On March 11, 2008, the Board approved the purchase of the Indian Trail Improvement District's (District) utility system and set a closing date for on or before April 30, 2008 (R2008-0462). The funds to purchase the utility were transferred to the District on April 30, 2008, and the President of the District's Board has executed the required documents. District 6 (MJ)

Background and justification: In order to complete the County's purchase of the District's utility system, the President of the District's Board executed certain documents required for the closing. The documents include the General Release, the Bill of Sale of Utility Facilities by Indian Trail improvement District to Palm Beach County, Florida, and a Partial Assignment of Easements. These documents are being presented to the Board to receive and file into the public record.

Attachments:

1. General Release
2. Bill of Sale of Utility Facilities by Indian Trail improvement District to Palm Beach County, Florida
3. Partial Assignment of Easements
4. Location Map

Recommended By:  5/30/08
 Department Director Date

Approved By:  6/5/08
 Assistant County Administrator Date

GENERAL RELEASE

The **INDIAN TRAIL IMPROVEMENT DISTRICT** hereby releases, remises and forever discharges, and does by these presents, for itself and its heirs and assigns, releases, remises and forever discharges **PALM BEACH COUNTY**, and its agents, attorneys, officers, directors, employees, shareholders, trustees, nominees, successors and assigns, its insurers and/or reinsurers, of and from all manner of actions, cause and causes of action, suits, debts, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands, whatsoever, in law or in equity, whether presently known or unknown, whether matured, unmatured or contingent, and whether in tort, in contract or otherwise, which the Indian Trail Improvement District now has against Palm Beach County or its guarantors, agents, attorneys, officers, directors, employees, shareholders, trustees, nominees, successors or assigns, its insurers and/or reinsurers, or any one or more of them, or ever had, or which the officers, directors, shareholders, partners, guarantors, insurers and/or reinsurers, successors or assigns of such party hereafter can, shall or may have, for, upon, or by reason of any matter, cause or thing whatsoever, on or at any limitation, all claims arising out of or in connection with or in any way relating or pertaining to:

- the County providing bulk or retail Utility Service within the ITID Utility Service Area, including service area disputes;
- the County's construction of Utility Service pipelines within the ITID boundaries;
- any alleged trespass on real property interests of the ITID, including easements;
- issues related to the County's Comprehensive Plan; Amendment Round 04-1;
- issues related to the County's condemnation of property for utility easement purposes;

MVE

ry

and any cause of action that was brought by Indian Trail Improvement District in the following actions:

1. Case No. 50 2005 CA 000965XXXX, captioned, "*Indian Trail Improvement District, etc. v. Palm Beach County*", which was consolidated with Case No. 50 2004 CA 012091XXXX, and captioned, "*City of West Palm Beach, a municipal corporation; Seminole Improvement District, an independent special district; and Callery-Judge Grove, L.P., a Florida limited partnership, Plaintiffs, v. Palm Beach County, Defendant*" and any appeal thereof.
2. Case No. 50 2006 CA 004834XXXXMB, captioned, "*Palm Beach County v. Jon and Ilene Klasfeld et. Al.*"


IN WITNESS WHEREOF, the INDIAN TRAIL IMPROVEMENT DISTRICT has caused this General Release to be executed as of the 27th day of MARCH, 2008.

INDIAN TRAIL IMPROVEMENT
DISTRICT, an independent special district of the
State of Florida

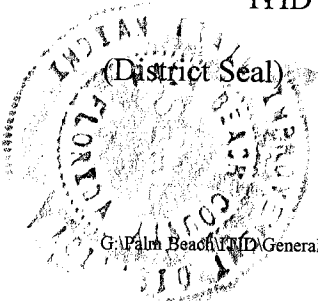
ATTEST:



ITID SECRETARY

BY: 

Michael ERICKSON, President



G:\Palm Beach\ITID\General Release ITID.doc

**BILL OF SALE OF UTILITY FACILITIES
BY INDIAN TRAIL IMPROVEMENT DISTRICT
TO PALM BEACH COUNTY, FLORIDA**

KNOW ALL MEN BY THESE PRESENTS that the **INDIAN TRAIL IMPROVEMENT DISTRICT** (hereinafter "Seller") for the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations paid by **PALM BEACH COUNTY, FLORIDA** (hereinafter "Purchaser"), the receipt of which is hereby acknowledged, pursuant to the Palm Beach County/Indian Trail Improvement District Potable Water, Reclaimed Water and Wastewater Utilities Interlocal Agreement by and between the parties dated March 11, 2008 ("Agreement"), which is incorporated herein by specific reference, has granted, bargained, sold, transferred, set over and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver, unto the Purchaser, its successors and assigns, each and every portion of the water facilities and wastewater facilities ("Utility Facilities") owned by Seller, both tangible and intangible, as more fully set forth in the following paragraphs, which include, but are not limited to, the following personality:

1. All water supply and distribution facilities, wastewater treatment collection, and disposal facilities of every kind and description whatsoever, including but not limited to pumps, tanks, lift stations, transmission mains, distribution mains, supply pipes, collection pipes or facilities, irrigation quality water and effluent disposal facilities, valves, meters, meter boxes, service connections and all other physical facilities, equipment and property installations owned by Seller and used in connection with the Utility Facilities, together with all additions or replacements thereto.
2. All vehicles, equipment, tools, parts, laboratory equipment, office equipment, unset or reserved meters, and other personal property located on or used in connection with the Utility Facilities.
3. Subject to the terms of the Agreement, all certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Seller's Utility Facilities for the procuring, storage and distribution of potable water and the collection, treatment and disposal of wastewater, and every right of every character whatever in connection therewith, and the obligations thereof, including all water supply rights, flowage rights and riparian rights and all renewals, extensions, additions or modifications of any of the foregoing, together with all rights granted to Seller under any certificates.
4. All items of inventory owned by Seller.
5. All supplier lists, customer records, billing records, prints, plans, engineering reports, surveys, specifications, shop drawings, equipment manuals, maps, books, and other information reasonably required by Purchaser to operate the Utility Facilities.
6. All sets of record drawings, including as-built drawings, showing all facilities of the Utility Facilities, including all original tracings, sepias or other reproducible materials.
7. All warranties by third parties in favor of Seller, including those related to completed or in-progress construction work, including professional engineering warranties.


8. All other personal property owned by Seller and used in connection with the Utility Facilities.

Seller represents and warrants that it has exclusive ownership, possession, control, and marketable title to the above-referenced Utility Facilities and the above-referenced Utility Facilities are subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction other than the Interlocal Agreement for Bulk Water Service and System Interconnection with the City of West Palm Beach dated March 1, 2004 and Lease Agreement with the City of West Palm Beach dated March 1, 2004.

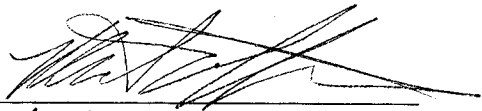
IN WITNESS WHEREOF the undersigned has caused his name to be hereunto subscribed this 27th day of MARCH, 2008.

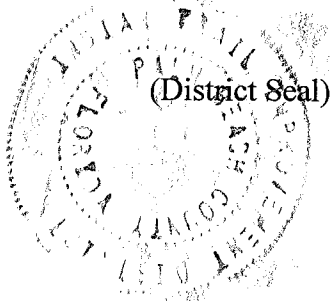
Executed by SELLER this 27th day of MARCH, 2008.

ATTEST:


Secretary

**INDIAN TRAIL
IMPROVEMENT
DISTRICT**, an independent special
district of the State of Florida

By: 
Michael ERICKSON
Its: President





Prepared by & Return to:
Michael W. Jones, Esq.
Assistant County Attorney
301 North Olive Ave., Suite 601
West Palm Beach, FL 33401

CFN 20080172195
OR BK 22620 PG 1890
RECORDED 05/06/2008 12:51:31
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1890 - 1892; (3pgs)

PARTIAL ASSIGNMENT OF EASEMENTS

THIS PARTIAL ASSIGNMENT OF EASEMENTS is made, granted and entered into this 27th day of MARCH, 2008, by **INDIAN TRAIL IMPROVEMENT DISTRICT**, an Independent Special District of the State of Florida, (hereinafter referred to as "Assignor"), to **PALM BEACH COUNTY**, a Political Subdivision of the State of Florida (hereinafter referred to as "Assignee").

WITNESSETH

That Assignor, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by the Assignee and other good and valuable consideration, the receipt of which is hereby acknowledged, has granted, transferred, assigned and delivered, and by these presents does grant, transfer, assign and deliver unto Assignee, its successors and assigns, all of Assignor's right, title, and interest to provide Utility Service (as defined in the Palm Beach County/Indian Trail Improvement District Potable Water, Reclaimed Water, and Wastewater Utilities Interlocal Agreement by and between Assignor and Assignee and dated March 11, 2008 ("2008 Interlocal") in all easements, rights of access, ingress and egress, permits, licenses, and rights-of-ways (collectively referred to as "Easements") owned, held, controlled, used or possessed by Assignor for public utilities purposes, for the purpose of providing Utility Service whether such Easements are recorded or unrecorded, and whether such Easements were created in documents establishing easements, rights of access, ingress and egress, permits, licenses, rights-of-way, or other interests.

This Partial Assignment is made in conjunction with the transfer from Assignor to Assignee of that certain utility system and service area rights set forth in the 2008 Interlocal. It is the intention of the Parties that the above Easements shall be partially assigned from Assignor to Assignee in order for Assignee, its successors and assigns, to provide Utility Service only (as defined in the 2008 Interlocal) within and without the service area identified in the 2008 Interlocal, in perpetuity. Assignor shall retain all rights provided by the Easements, with the exception of the right to use the Easements for Utility Service, said right being assigned to the County under this Assignment. The Easements partially assigned under this Partial Assignment include, but are not limited to, the Easements identified in **EXHIBIT 1**, which is attached hereto and incorporated herein, and also include all recorded or unrecorded Easements not identified in **EXHIBIT 1**.

To the extent that the Easements are assignable pursuant to Florida law, Assignor hereby covenants with Assignee that it has the lawful right to partially assign the above Easements and does hereby partially assign the same to Assignee and that it will warrant and defend the same against lawful claims and demands of all persons whomsoever.

Notwithstanding the above, Assignor retains and does not assign to Assignee all property rights other than for Utility Service purposes granted to Assignor in such Easements.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand and affixed its seal as of the date first above written.

WITNESSES:

Signed, sealed and delivered
in the presence of:

ASSIGNOR:

**INDIAN TRAIL IMPROVEMENT
DISTRICT**, an Independent
Special District of the State of
Florida

Margaret E Wood
Witness Signature

[Signature]

By: Michael Erickson, President

MARGARET E WOOD
Print Name

Frank S. Palen
Witness Signature



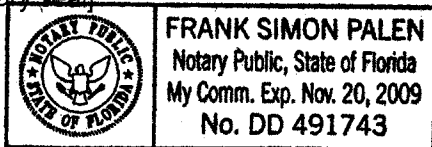
FRANK S. PALEN
Print Name

NOTARY CERTIFICATE

**STATE OF FLORIDA
COUNTY PALM BEACH**

The foregoing instrument was acknowledged before me this 27th day of MARCH, 2008 by Michael Erickson, as President of Indian Trail Improvement District, on behalf of the District. He is personally known to me or has produced _____ as identification.

[Notary seal]



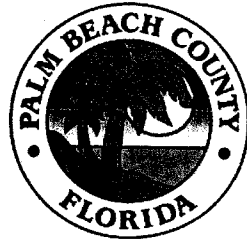
Frank S. Palen
Signature of Notary

Typed, Printed, or Stamped Name of Notary

EXHIBIT 1

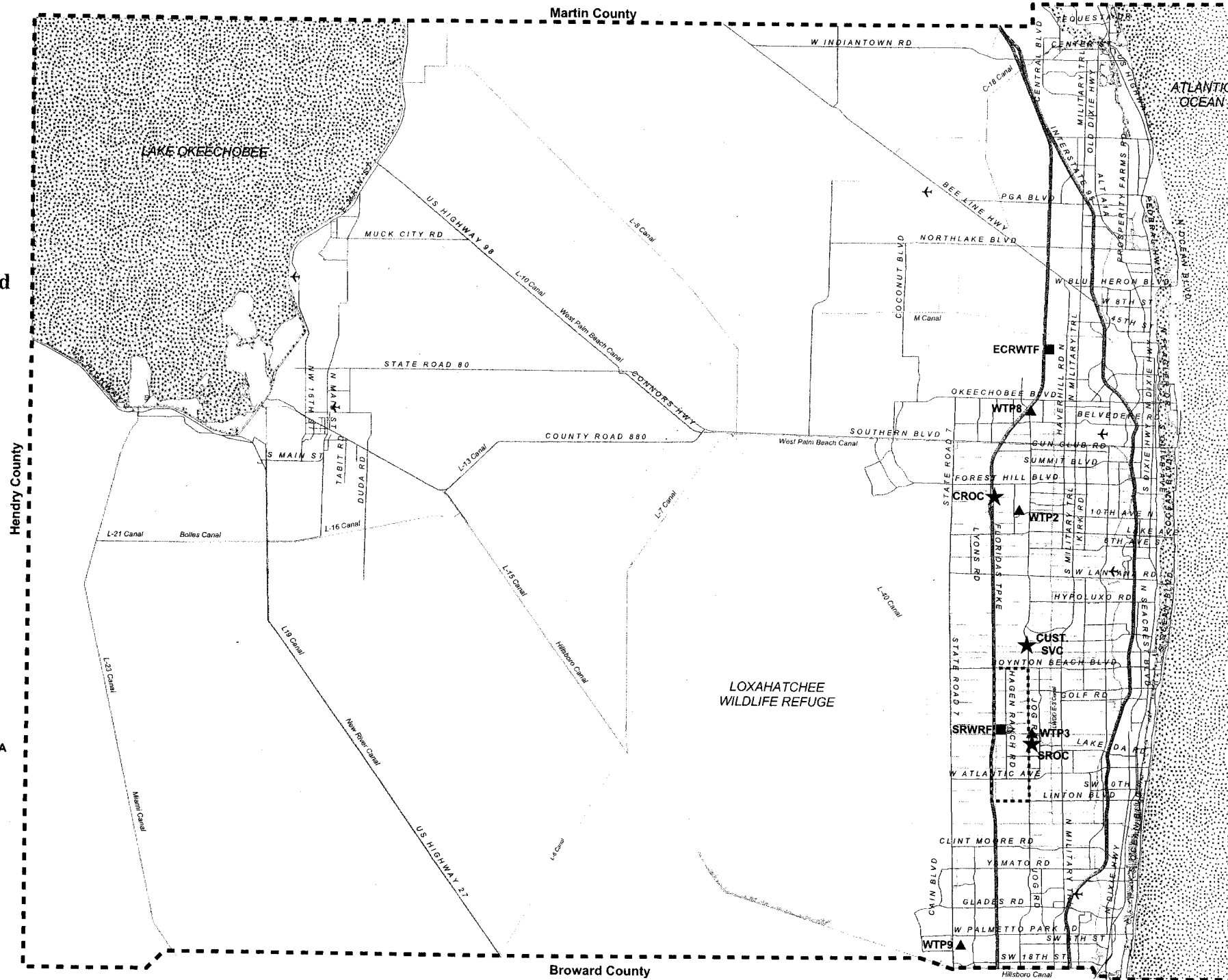
Those Easement documents found in the Official Records of Palm Beach County, Florida at the following Book and Page numbers:

Official Records Book 1646 Page 209
Official Records Book 1678 Page 1212
Official Records Book 1687 Page 121
Official Records Book 1687 Page 1749
Official Records Book 1709 Page 543
Official Records Book 1725 Page 958
Official Records Book 1744 Page 1343
Official Records Book 1747 Page 274
Official Records Book 1775 Page 612
Official Records Book 1787 Page 507
Official Records Book 1810 Page 491
Official Records Book 1834 Page 1039
Official Records Book 1834 Page 1600
Official Records Book 1886 Page 377
Official Records Book 2501 Page 920
Official Records Book 17155 Page 515
Official Records Book 22294 Page 1475
Official Records Book 22294 Page 1575
Official Records Book 22294 Page 1579
Official Records Book 22294 Page 1594
Official Records Book 22294 Page 1777
Official Records Book 22294 Page 1782



**Palm Beach County
Water Utilities
Department
Service Area (SA) and
Major Facilities**

Attachment 4



- Legend**
- P.B.C.W.U.D. SA
 - MANDATORY RECLAIMED SA
 - - - - COUNTY LIMITS
 - ★ Administration
 - Water Reclamation Plant
 - ▲ Water Treatment Plant
 - ⊙ Wetlands

