

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: March 12, 2013

Consent
Public Hearing

Regular

Department: Water Utilities Department

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: Closing documents relating to the recent utility system transfer with the Village of Palm Springs.

Summary: On July 19, 2011, the Board approved the Interlocal Agreement (County Resolution No. R2011-1103) with the Village of Palm Springs (Village) for Utility System Transfer (Transfer Agreement) and authorized the Chair of the Board of County Commissioners to execute any and all documents necessary to carry out the closing of the utility system transfer with the Village. The Transfer Agreement transfers certain portions of the County's and Village's utility service areas and associated assets in order to achieve a more efficient overall provision of service to customers of both systems. On or about October 3, 2012, the Chair and the Village's Mayor executed the closing documents. The documents are now being submitted to the Board to receive and file into the public record. District 3 (MJ) Original documents can be viewed in **Minutes**.

Background and Justification: On or about the October 3, 2012 closing, the Chair of the Board of County Commissioners and the Mayor of the Village of Palm Springs executed certain documents required for the closing. The documents include the Closing Statement; Bill of Sale of Transfer Area 1 Utility System (Village to County); Bill of Sale of Transfer Area 2 Utility System (County to Village); Assignment and Assumption of Special Assessment Agreements- Transfer Area 1; Assignment of Easements-Transfer Area 1; Assignment and Assumption of Deferred Payment Plans-Transfer Area 2; Assignment of Easements-Transfer Area 2; and Assignment of Wastewater Service Rights in Transfer Area 3 (County to Village).

Attachments:

- 1. One (1) Original of Closing Documents

Recommended By:

Bentley Beaudin
Department Director

2/12/13
Date

Approved By:

Shannon G. Lopez
Assistant County Administrator

2-20-13
Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2013	2014	2015	2016	2017
Capital Expenditures	0	0	0	0	0
External Revenues	(172,811)	0	0	0	0
Program Income (County)	0	0	0	0	0
In-Kind Match County	0	0	0	0	0
NET FISCAL IMPACT	(172,811)	0	0	0	0
# ADDITIONAL FTE POSITIONS (Cumulative)	0	0	0	0	0

Budget Account No.: Fund _____ Dept. _____ Unit _____ Object _____

Is Item Included in Current Budget? Yes _____ No X

Reporting Category N/A

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Department Fiscal Review: Debra M West

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development and Control Comments:

Johanne
OFMB
2/15/13

Dr. J. Jacoby 2/15/13
Contract Development and Control
2-15-13 B Wheeler

B. Legal Sufficiency:

[Signature] 2/19/13
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.

CLOSING STATEMENT
Village of Palm Springs

TRANSFEROR: VILLAGE OF PALM SPRINGS, a Florida municipal corporation.

TRANSFeree: PALM BEACH COUNTY, a political subdivision of the State of Florida.

GOVERNING AGREEMENT: Transfer Agreement between the Village of Palm Springs and Palm Beach County for Utility System Transfer dated July 19, 2011 (as approved by Village of Palm Springs Resolution 2011-44 and County Resolution No. R2011-1103)

DATE OF TRANSFER: October 3, 2012

PLACE OF TRANSFER: N/A.

Due from Village per Section 5.5 of Agreement:	\$185,831.76	
Due from Village for County Deferred Payment Plan:	\$ 8,918.32	
Due from Village for Customer Deposits:	\$ 12,325.00	
Due from Village for Price Street Construction:	\$ 11,697.59	
Due from County for Village Special Assessment Agreements:		\$30,115.76
Due from County for Customer Deposits:		\$ 1,715.00
Due from County for Municipal Tax:		\$14,130.61
	\$218,772.67	\$45,961.37

Net: \$172,811.30 from the Village to the County

VILLAGE OF PALM SPRINGS, FLORIDA BY ITS VILLAGE COUNCIL

ATTEST:

By: Virginia M. Walton
Virginia M. Walton,
Village Clerk

By: Bev Smith
Bev Smith,
Mayor

APPROVED AS TO FORM AND TO LEGAL SUFFICIENCY

By: Glen J. Torcivia
Glen J. Torcivia,
Village Attorney



ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

By: *Sharon R. Bock*
Deputy Clerk



(SEAL)

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

By: *[Signature]*
County Attorney

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS

By: *Shelley Vana*
Shelley Vana, Chair

APPROVED AS TO TERMS AND
CONDITIONS

By: *[Signature]*
Director of Water Utilities



CFN 20120398112
 OR BK 25507 PG 1056
 RECORDED 10/05/2012 09:25:02
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1056 - 1058; (3pgs)

Prepared by and return to:



CHARGE #1023 RETURN VIA WILL CALL #133
 ATTN: CRAIG WILLIAMS, CONTRACT MANAGEMENT,
 PBC WATER UTILITIES DEPT,
 8100 FOREST HILL BLVD, WPB, FL 33413

ASSIGNMENT OF EASEMENTS-TRANSFER AREA 1

THIS ASSIGNMENT OF EASEMENTS (this "Assignment") is made 10/10, 2012, by **VILLAGE OF PALM SPRINGS, FLORIDA**, a municipal corporation of the State of Florida (hereinafter "Assignor"), to **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter "Assignee"), pursuant to the Interlocal Agreement between County and Village for Utility System Transfer dated July 19, 2011 (Village of Palm Springs Resolution No. 2011-44 and County Resolution No. R2011-1103) ("Agreement"), which is incorporated herein by specific reference.

WHEREAS, among the Utility Assets owned by Assignor in Transfer Area 1 and intended to be conveyed to Assignee, in accordance with the Agreement, are the rights of Assignor under those certain easements, licenses, prescriptive rights, rights-of-way, and other rights to use public and private roads, highways, streets, railroads and other areas owned or used by Assignor for the construction, ownership, operation and maintenance of the Transfer Area 1 Utility System ("**Easements**");

WHEREAS, Assignor has agreed to transfer to Assignee all of the rights, title and interest of Assignor as grantee under the Easements, including, but not limited to, those certain Easements described in Attachment 1 attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, together with the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. The foregoing information and recitals are incorporated into this Assignment and made a part hereof.
2. Assignor hereby quit claims, conveys and assigns unto Assignee, its successors and assigns, all right, title, obligations, duties and interest of Assignor, if any, in the Easements, together with all other recorded and unrecorded rights, privileges, easements, licenses, prescriptive rights, rights-of-way, and rights to use public and private roads, highways, streets, railroads and other areas owned or used by Assignor in connection with the construction, reconstruction, installation, expansion, maintenance and operation of the Transfer Area 1 Utility System.
3. Assignor hereby covenants that to the best of its knowledge it has the lawful right to assign the above interests.
4. Assignor covenants and agrees with Assignee and its successors and assigns that Assignor will do, execute, acknowledge and deliver or cause to be done, executed,

acknowledged and delivered any and all such further acts, instruments, papers and documents, as may be reasonably necessary, proper or convenient to carry out and effectuate the intent and purposes of this Assignment.

5. This Assignment shall inure to the benefit of Assignee, Assignor, their successors and permitted assigns, and shall bind Assignor and Assignee and their successors and permitted assigns. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

6. This Assignment shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Florida applicable to contracts made and to be performed within that state. Nothing herein shall be construed to waive any defense of sovereign immunity that Assignor or Assignee may be lawfully entitled to assert under applicable Florida law.

7. If any term or provision of this Assignment shall, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

8. All capitalized terms utilized herein, and not otherwise defined herein, shall have the meanings ascribed thereto in the Agreement. The terms in the Interlocal Agreement are incorporated herein by reference.

IN WITNESS WHEREOF, Assignor has executed and sealed this Assignment.

ASSIGNOR: VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: Virginia M. Walton
Virginia M. Walton,
Village Clerk

By: Bev Smith
Bev Smith
Mayor

**APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY**

By: Glen J. Torcivia
Glen J. Torcivia,
Village Attorney



**Attachment 1
EASEMENTS**

- 1. Easement dated June 21, 2011 from Entrepreneur Holdings, Inc., to Village of Palm Springs recorded at Palm Beach County ORB 24645/Page 1296 and accepted by the Village Council of Palm Springs by Resolution 2011-046 dated July 14, 2011.**

CFN 20120398113
OR BK 25507 PG 1059
RECORDED 10/05/2012 09:25:02
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1059 - 1062; (4pgs)

Prepared by and Return to:
██

CHARGE #1023 RETURN VIA WILL CALL #133
ATTN: CRAIG WILLIAMS, CONTRACT MANAGEMENT,
PBC WATER UTILITIES DEPT,
8100 FOREST HILL BLVD, WPB, FL 33413

**ASSIGNMENT AND ASSUMPTION OF SPECIAL ASSESSMENT AGREEMENTS -
TRANSFER AREA 1**

THIS ASSIGNMENT AND ASSUMPTION OF SPECIAL ASSESSMENT AGREEMENTS-TRANSFER AREA 1 ("Assignment") is made and entered into as 10/10, 2012, by and between the VILLAGE OF PALM SPRINGS, a municipal corporation ("Assignor"), and PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida ("Assignee").

WHEREAS, Assignor and Assignee entered into that certain Interlocal Agreement between County and Village for Utility System Transfer dated July 19, 2011 (Village of Palm Springs Resolution 2011-44 and County Resolution No. R2011-1103) ("Agreement") pursuant to which they desire to assign specific rights and duties contained in certain Special Assessment Agreements into which Assignor entered in the ordinary course of its utility operations.

NOW, THEREFORE, for ten (\$10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. Assignor hereby transfers, assigns, sets over and delivers unto Assignee, Assignor's interest in, to and under the Special Assessment Agreements attached hereto as **Attachment 1**.
2. Assignor represents to, warrants to, and covenants with Assignee that:
 - a. Assignor is the sole owner of the Special Assessment Agreements, that the Special Assessment Agreements are free and clear of all liens and encumbrances and can be lawfully transferred and assigned by Assignor, that Assignor has not and shall not execute any other assignment of the Special Assessment Agreements and that Assignor has not and shall not perform any acts or execute any other instrument that might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of any Special Assessment Agreement or this Assignment.
 - b. The Special Assessment Agreements are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, or renewed, nor have any of the terms and conditions thereof been waived.
 - c. There are no defaults by Assignor of any type or nature under the Special Assessment Agreements and there exists no state of facts, conditions or events that with the giving of notice or the lapse of time would constitute a default by Assignor under the Special Assessment Agreements.
3. Assignee hereby assumes the covenants, conditions and obligations contained in the Special Assessment Agreements, subject to the terms of this Assignment.
4. The parties further agree as follows:
 - a. This Assignment is absolute and effective immediately.

b. Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment, or the terms, conditions or covenants contained in the Special Assessment Agreements.

c. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

d. This Assignment shall be recorded in the Public Records for Palm Beach County, Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed and sealed this Assignment.

ASSIGNOR:

VILLAGE OF PALM SPRINGS, FLORIDA BY ITS VILLAGE COUNCIL

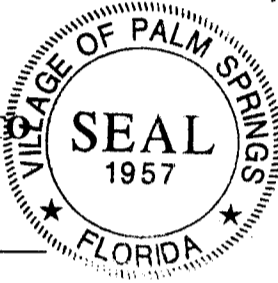
ATTEST:

By: Virginia M. Walton
Virginia M. Walton,
Village Clerk

By: Bev Smith
Bev Smith,
Mayor

APPROVED AS TO FORM AND TO LEGAL SUFFICIENCY

By: Glen J. Torcivia
Glen J. Torcivia,
Village Attorney



**ASSIGNEE:
ATTEST:**

**SHARON R. BOCK
CLERK AND COMPTROLLER**

**PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS**

By: _____
Deputy Clerk

By: _____
Shelley Vana, Chair

(SEAL)

APPROVED AS TO FORM AND TO LEGAL SUFFICIENCY

By: _____
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Director of Water Utilities

a. This Assignment is absolute and effective immediately.

b. Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment, or the terms, conditions or covenants contained in the Special Assessment Agreements.

c. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.

d. This Assignment shall be recorded in the Public Records for Palm Beach County, Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed and sealed this Assignment.

ASSIGNOR:

VILLAGE OF PALM SPRINGS, FLORIDA BY ITS VILLAGE COUNCIL

ATTEST:

By: _____
Virginia M. Walton,
Village Clerk

By: _____
Bev Smith,
Mayor

APPROVED AS TO FORM AND TO LEGAL SUFFICIENCY

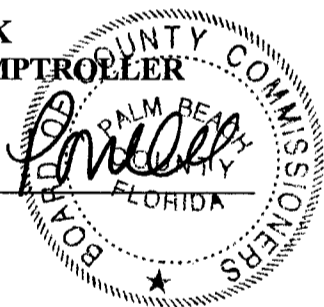
By: _____
Glen J. Torcivia,
Village Attorney

ASSIGNEE:

ATTEST:

**SHARON R. BOCK
CLERK AND COMPTROLLER**

By: *Nancy Powell*
Deputy Clerk



(SEAL)

PALM BEACH COUNTY, BY ITS BOARD OF COUNTY COMMISSIONERS

By: *Shelley Vana*
Shelley Vana, Chair

APPROVED AS TO FORM AND TO LEGAL SUFFICIENCY

By: *[Signature]*
County Attorney

APPROVED AS TO TERMS AND CONDITIONS

By: *[Signature]*
Director of Water Utilities

Attachment 1

<u>Property Address</u>	<u>UF Account</u>	<u>OR Book / Page</u>
4599 Todd Street	610056	13364/1228
4613 Todd Street	610049	23708/1133
4623 Todd Street	610041	23418/1616
4675 Todd Street	610044	23513/0390
4678 Todd Street	610043	23470/0821
4708 Todd Street	610047	23708/1141
4735 Todd Street	610046	23667/0013
4699 Todd Street	610053	23748/0392
4639/4643 Todd Street	610255	25462/1963

**BILL OF SALE OF TRANSFER AREA 1 UTILITY SYSTEM BY VILLAGE OF PALM
SPRINGS TO PALM BEACH COUNTY**

KNOW ALL MEN BY THESE PRESENTS that the **VILLAGE OF PALM SPRINGS, FLORIDA** (hereinafter "Seller") this Oct. 3rd day of Oct., 2012, for the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations paid by **PALM BEACH COUNTY** (hereinafter "Purchaser"), the receipt of which is hereby acknowledged, pursuant to the Interlocal Agreement between County and Village for Utility System Transfer dated July 19, 2011 (Village of Palm Springs Resolution 2011-44 and County Resolution No. R2011-1103) ("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 systems and wastewater systems ("Utility System"), including the rights to provide Utility Service, owned by Seller within Transfer Area 1 (a depiction of which is attached hereto and incorporated herein as **Attachment 1**), both tangible and intangible, as more fully set forth in the following paragraphs, which include, but are not limited to, the following personality or rights:

1. All licenses, prescriptive rights, rights-of-way and rights to use public or private roads, highways, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Transfer Area 1 Utility System.

2. 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 Transfer Area 1 Utility System, together with all additions or replacements thereto.

3. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Transfer Area 1 Utility System 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 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 Transfer Area 1 Utility System.

5. All sets of record drawings, including as-built drawings, showing all facilities of the Transfer Area 1 Utility System, including all original tracings, sepias or other reproducible materials.

6. All warranties by third parties in favor of Seller, including those related to completed or in-progress construction work, including professional engineering warranties, for the Transfer Area 1 Utility System.

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

Seller represents and warrants that it has exclusive ownership, possession, control, and marketable title to the above-referenced property and the above-referenced property is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction.

IN WITNESS WHEREOF, Seller has executed and sealed this Bill of Sale for Transfer Area 1 Utility System to Palm Beach County.

SELLOR:

VILLAGE OF PALM SPRINGS, FLORIDA

ATTEST:

By: Virginia M. Walton
Virginia M. Walton,
Village Clerk

By: Bev Smith
Bev Smith,
Mayor

**APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY**

By: Glen J. Torcivia
Glen J. Torcivia,
Village Attorney



Attachment 1
Depiction of Transfer Area 1

Exhibit "A"

Village of Palm Springs to Palm Beach County Water Utilities



P.B.C. Water Utilities Department
8100 Forest Hill Blvd.
West Palm Beach, Florida 33416
Phone: (561) 493-6000

Contact: Bill Kramer / Danny Thorpe
File Name: WGIS\PROJECTS
PalmSpringsPBCWUDE\Exhibit A.mxd
Map Created: April 27, 2011

**BILL OF SALE OF TRANSFER AREA 2 UTILITY SYSTEM BY PALM BEACH
COUNTY TO VILLAGE OF PALM SPRINGS**

KNOW ALL MEN BY THESE PRESENTS that PALM BEACH COUNTY (hereinafter "Seller") this 3rd day of October, 2012, for the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations paid by VILLAGE OF PALM SPRINGS (hereinafter "Purchaser"), the receipt of which is hereby acknowledged, pursuant to the Interlocal Agreement between County and Village for Utility System Transfer dated July 19, 2011 (County Resolution No. R2011-1103) ("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 systems and wastewater systems ("Utility System"), including the rights to provide Utility Service, owned by Seller within Transfer Area 2 (a depiction of which is attached hereto and incorporated herein as **Attachment 1**), both tangible and intangible, as more fully set forth in the following paragraphs, which include, but are not limited to, the following personality or rights:

1. All licenses, prescriptive rights, rights-of-way and rights to use public or private roads, highways, streets and other areas owned or used by Seller for the construction, operation and maintenance of the Transfer Area 2 Utility System.

2. 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 Transfer Area 2 Utility System, together with all additions or replacements thereto.

3. All certificates, immunities, privileges, permits, license rights, consents, grants, ordinances, leaseholds, and all rights to construct, maintain and operate the Transfer Area 2 Utility System 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 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 Transfer Area 2 Utility System.

5. All sets of record drawings, including as-built drawings, showing all facilities of the Transfer Area 2 Utility System, including all original tracings, sepias or other reproducible materials.

6. All warranties by third parties in favor of Seller, including those related to completed or in-progress construction work, including professional engineering warranties, for the Transfer Area 2 Utility System.

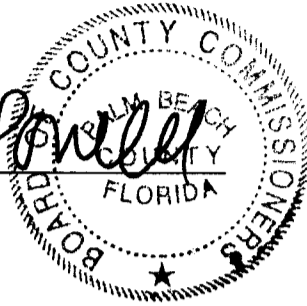
Seller represents and warrants that it has exclusive ownership, possession, control, and marketable title to the above-referenced property and the above-referenced property is subject to no mortgage, pledge, lien, charge, security interest, encumbrance, or restriction.

IN WITNESS WHEREOF, Seller has executed and sealed this Bill of Sale.

ATTEST:

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS

By: *Nancy Powell*
Deputy Clerk



By: *Shelley Vana*
Shelley Vana, Chair

(SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: *[Signature]*
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: *[Signature]*
Director of Water Utilities

Attachment 1
Depiction of Transfer Area 2

Palm Beach County Water Utilities to Village of Palm Springs



1 inch = 400 feet



P.B.C. Water Utilities Department
 8100 Forest Hill Blvd.
 West Palm Beach, Florida 33416
 Phone: (561) 493-6000

Contact: Bill Kramer / Denny Thorpe
 File Name: WGIS\PROJECTS\
 PalmSprings\PCWU\DE\Exhibit B.mxd
 Map Created: April 27, 2011

Prepared by and Return to:

**ASSIGNMENT AND ASSUMPTION OF DEFERRED PAYMENT PLANS -TRANSFER
AREA 2**

THIS ASSIGNMENT AND ASSUMPTION OF DEFERRED PAYMENT PLANS-TRANSFER AREA 2 ("Assignment") is made and entered into as October 3rd, 2012, by and between **PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida ("Assignor"), and the **VILLAGE OF PALM SPRINGS**, a municipal corporation ("Assignee").

WHEREAS, Assignor and Assignee entered into that certain Interlocal Agreement between County and Village for Utility System Transfer dated July 19, 2011 (County Resolution No. R2011-1103) ("Agreement") pursuant to which they desire to assign specific rights and duties contained in certain Deferred Payment Plans into which Assignor entered in the ordinary course of its utility operations.

NOW, THEREFORE, for ten (\$10.00) dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree:

1. Assignor hereby transfers, assigns, sets over and delivers unto Assignee, Assignor's interest in, to and under the Deferred Payment Plans attached hereto as **Attachment 1**.

2. Assignor represents to, warrants to, and covenants with Assignee that:

a. Assignor is the sole owner of the Deferred Payment Plans, that the Deferred Payment Plans are free and clear of all liens and encumbrances and can be lawfully transferred and assigned by Assignor, that Assignor has not and shall not execute any other assignment of the Deferred Payment Plans and that Assignor has not and shall not perform any acts or execute any other instrument that might prevent Assignee from fully exercising its rights under any of the terms, covenants and conditions of any developer agreement or this Assignment.

b. The Deferred Payment Plans are valid and enforceable in accordance with their terms and have not been altered, modified, amended, terminated, or renewed, nor have any of the terms and conditions thereof been waived.

c. There are no defaults by Assignor of any type or nature under the Deferred Payment Plans and there exists no state of facts, conditions or events that with the giving of notice or the lapse of time would constitute a default by Assignor under the Deferred Payment Plans.

3. Assignee hereby assumes the covenants, conditions and obligations contained in the Deferred Payment Plans, subject to the terms of this Assignment.

4. The parties further agree as follows:

- a. This Assignment is absolute and effective immediately.
- b. Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment, or the terms, conditions or covenants contained in the Deferred Payment Plans.
- c. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.
- d. This Assignment shall be recorded in the Public Record of Palm Beach County, Florida.

IN WITNESS WHEREOF, Assignor and Assignee have executed and sealed this Assignment.

ASSIGNOR:
ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS

By: _____
 Deputy Clerk

By: _____
 Shelley Vana, Chair

(SEAL)

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
 County Attorney

By: _____
 Director of Water Utilities

ATTEST: ASSIGNEE:

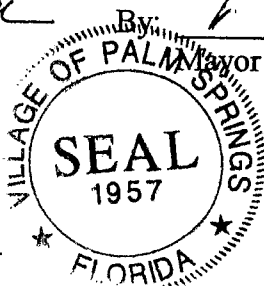
VILLAGE OF PALM SPRINGS, FLORIDA BY ITS VILLAGE COUNCIL

By: Virginia M. Walton
 Clerk

By: [Signature]
 Mayor

APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY

By: [Signature]
 Village Attorney



- a. This Assignment is absolute and effective immediately.
- b. Assignee is hereby vested with full power to use all measures, legal and equitable, deemed by it necessary or proper to enforce this Assignment, or the terms, conditions or covenants contained in the Deferred Payment Plans.
- c. This Assignment shall be governed by and construed in accordance with the laws of the State of Florida.
- d. This Assignment shall be recorded in the Public Record of Palm Beach County, Florida.

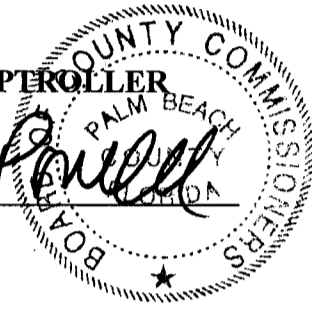
IN WITNESS WHEREOF, Assignor and Assignee have executed and sealed this Assignment.

ASSIGNOR:

ATTEST:

**SHARON R. BOCK
CLERK AND COMPTROLLER**

By: *Sharon R. Bock*
Deputy Clerk



**PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS**

By: *Shelley Vana*
Shelley Vana, Chair

(SEAL)

**APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY**

By: *[Signature]*
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: *[Signature]*
Director of Water Utilities

ATTEST: ASSIGNEE:

VILLAGE OF PALM SPRINGS, FLORIDA BY ITS VILLAGE COUNCIL

By: _____
Clerk

By: _____
Mayor

**APPROVED AS TO FORM AND TO
LEGAL SUFFICIENCY**

By: _____
Village Attorney

Attachment 1
DEFERRED PAYMENT PLANS

<u>Name</u>	<u>Address</u>	<u>PBC DPP No.</u>	<u>Recorded at:</u>
Susan E. Eunice	4447 Boatman Street Lake Worth, FL 33461-3417	3303	ORB 13734/Page 0834

Prepared by and return to:

ASSIGNMENT OF EASEMENTS-TRANSFER AREA 2

THIS ASSIGNMENT OF EASEMENTS (this "Assignment") is made October 3, 2012, by PALM BEACH COUNTY, FLORIDA, a political subdivision of the State of Florida (hereinafter "Assignor"), to VILLAGE OF PALM SPRINGS, FLORIDA ("Assignee"), pursuant to the Interlocal Agreement between County and Village for Utility System Transfer dated July 19, 2011 (County Resolution No. R2011-1103) ("Agreement"), which is incorporated herein by specific reference.

WHEREAS, among the Utility Assets owned by Assignor in Transfer Area 2 and intended to be conveyed to Assignee, in accordance with the Agreement, are the rights of Assignor under those certain easements, licenses, prescriptive rights, rights-of-way, and other rights to use public and private roads, highways, streets, railroads and other areas owned or used by Assignor for the construction, ownership, operation and maintenance of the Transfer Area 2 Utility System ("Easements");

WHEREAS, Assignor has agreed to transfer to Assignee all of the rights, title and interest of Assignor as grantee under the Easements, including, but not limited to, those certain Easements described in Attachment 1 attached hereto and made a part hereof.

NOW, THEREFORE, in consideration of the mutual promises, covenants, representations and agreements contained herein, together with the sum of TEN and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. The foregoing information and recitals are incorporated into this Assignment and made a part hereof.
2. Assignor hereby quit claims, conveys and assigns unto Assignee, its successors and assigns, all right, title, obligations, duties and interest of Assignor, if any, in the Easements, together with all other recorded and unrecorded rights, privileges, easements, licenses, prescriptive rights, rights-of-way, and rights to use public and private roads, highways, streets, railroads and other areas owned or used by Assignor in connection with the construction, reconstruction, installation, expansion, maintenance and operation of the Transfer Area 2 Utility System.
3. Assignor hereby covenants that to the best of its knowledge it has the lawful right to assign the above interests.
4. Assignor covenants and agrees with Assignee and its successors and assigns that Assignor will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered any and all such further acts, instruments, papers and documents, as

may be reasonably necessary, proper or convenient to carry out and effectuate the intent and purposes of this Assignment.

5. This Assignment shall inure to the benefit of Assignee, Assignor, their successors and permitted assigns, and shall bind Assignor and Assignee and their successors and permitted assigns. This Assignment is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.

6. This Assignment shall be governed in all respects, whether as to validity, construction, capacity, performance or otherwise, by the laws of the State of Florida applicable to contracts made and to be performed within that state. Nothing herein shall be construed to waive any defense of sovereign immunity that Assignor or Assignee may be lawfully entitled to assert under applicable Florida law.


7. If any term or provision of this Assignment shall, to any extent or for any reason, be held to be invalid or unenforceable, the remainder of this Assignment shall not be affected thereby and shall be construed as if such invalid or unenforceable provision had never been contained herein or been applicable in such circumstances.

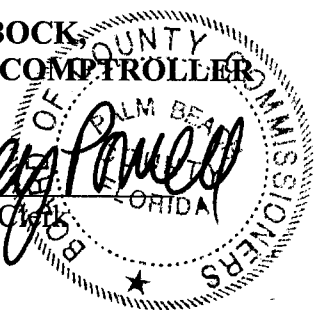
8. All capitalized terms utilized herein, and not otherwise defined herein, shall have the meanings ascribed thereto in the Agreement. The terms in the Interlocal Agreement are incorporated herein by reference.


IN WITNESS WHEREOF, Assignor has executed and sealed this Assignment.

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY, FLORIDA BY ITS
BOARD OF COUNTY COMMISSIONERS

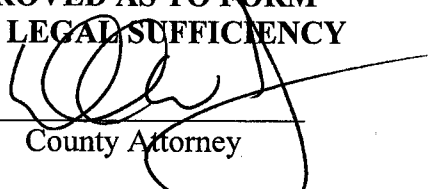
By: 
Deputy Clerk



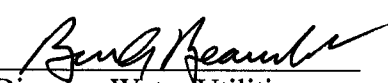
By: 
Shelley Vana, Chair

SEAL

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS AND
CONDITIONS

By: 
Director-Water Utilities

**Attachment 1
EASEMENTS**

EASEMENTS


1. Easement dated February 14, 1985 from the United States Postal Service to Palm Beach County recorded in Palm Beach County ORB 7955/Page 1934.
2. Easement dated November 10, 1987 from Jack and Edna Stearns to Palm Beach County recorded in Palm Beach County ORB 5609/Page 486.
3. Easement dated August 10, 1987 from Jack and Edna Stearns to Palm Beach County recorded in Palm Beach County ORB 5517/Page 1888.
4. Easement dated August 20, 1987 from Gilbert J. and Rochelle Steinman to Palm Beach County recorded in Palm Beach County ORB 5519/Page 145.
5. Easement dated August 31, 1990 from Discount Auto Parts, Inc. to Palm Beach County recorded in Palm Beach County ORB 6624/Page 963.
6. Easement dated December 12, 1991 from Home Depot USA, Inc. to Palm Beach County recorded in Palm Beach County ORB 7515/Page 1064.
7. Easement dated January 13, 1994 from Home Depot USA, Inc. to Palm Beach County recorded in Palm Beach County ORB 8080/Page 1734.
8. Easement dated January 21, 1994 from Home Depot USA, Inc. to Palm Beach County recorded in Palm Beach County ORB 8112/Page 1781.
9. Easement dated March 1, 1994 from Home Depot USA, Inc. to Palm Beach County recorded in Palm Beach County ORB 8227/Page 1279.


**ASSIGNMENT OF WASTEWATER SERVICE RIGHTS IN TRANSFER AREA 3 BY
PALM BEACH COUNTY TO VILLAGE OF PALM SPRINGS**

KNOW ALL MEN BY THESE PRESENTS that PALM BEACH COUNTY (hereinafter "Seller") this 3rd day of October, 2012, for the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations paid by VILLAGE OF PALM SPRINGS (hereinafter "Purchaser"), the receipt of which is hereby acknowledged, pursuant to the Interlocal Agreement between County and Village for Utility System Transfer dated July 19, 2011 (County Resolution No. R2011-1103) ("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, all of its rights to provide Wastewater (as that term is defined in the Agreement) service within Transfer Area 3 (a depiction of which is attached hereto and incorporated herein as **Attachment 1**).

IN WITNESS WHEREOF, Seller has executed and sealed this Assignment of Rights.

ATTEST:

By: 
Deputy Clerk



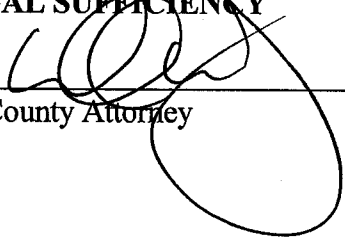
The seal is circular with a double-line border. The outer ring contains the text "PALM BEACH COUNTY COMMISSIONERS" at the top and "FLORIDA" at the bottom, separated by a star. The inner ring contains the text "PALM BEACH COUNTY" at the top and "COMMISSIONERS" at the bottom, also separated by a star.

(SEAL)

**PALM BEACH COUNTY, BY ITS
BOARD OF COUNTY
COMMISSIONERS**

By: 
Shelley Vana, Chair

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
County Attorney

**APPROVED AS TO TERMS AND
CONDITIONS**

By: 
Director of Water Utilities

Attachment 1
Depiction of Transfer Area 3