

## Bill of Sale

Pursuant to the South Martin Regional Utilities Regulations, Policies and Procedures and (“RPPs”), prior to the acceptance of the system, a proper bill of sale absolute granting ownership rights to the Town must be provided on the approved format. See sample document below.

The Bill of Sale will provide title and interest in and to all of the water and wastewater lines, mains, connections, pipes, valves, meters, and equipment installed within the granted easements and rights-of-way as provided for in the plans and specifications to be prepared pursuant to the Town’s requirements.

Along with the Bill of Sale Absolute, the New User must provide to the Town an affidavit that all persons, firms, or corporations who furnished labor or material used directly or indirectly in the prosecution of the work required to be performed by the New User pursuant to the Utility Permit have been paid and that there are no liens associated with the construction of the utilities for this project.

In addition to the Bill of Sale, the New User must provide the Town a detailed listing of materials and component parts and equipment transferred to the Town, together with quantities and unit prices for such items. The summed total value of these materials and component parts and equipment must equal the stated value on the Bill of Sale. The format for such submittal is set forth below:

<b>COMPONENT</b>	<b>SIZE</b>	<b>QUANTITY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL COST</b>
<b>WATER</b>					
Gate Valve			Each	\$	\$
Water Main			Lineal Feet	\$	\$
Single Service			Each	\$	\$
Double Service			Each	\$	\$
Fire Hydrant			Each	\$	\$
Pump Station			Each	\$	\$
				<b>Total Water</b>	\$
<b>WASTEWATER</b>					
Gate Valve			Each	\$	\$
Force Main			Lineal Feet	\$	\$
Gravity Wastewater			Lineal Feet	\$	\$
Single Service			Each	\$	\$
Double Service			Each	\$	\$
Manholes			Each	\$	\$
Lift Stations			Each	\$	\$
Pump Stations			Each	\$	\$
Backflow Preventers			Each	\$	\$
				<b>Total Wastewater</b>	\$
<b>IRRIGATION</b>					
Gate Valve			Each	\$	\$

<b>Water Main</b>			<b>Lineal Feet</b>	<b>\$</b>	<b>\$</b>
<b>Single Service</b>			<b>Each</b>	<b>\$</b>	<b>\$</b>
<b>Double Service</b>			<b>Each</b>	<b>\$</b>	<b>\$</b>
<b>Fire Hydrant</b>			<b>Each</b>	<b>\$</b>	<b>\$</b>
<b>Pump Stations</b>			<b>Each</b>	<b>\$</b>	<b>\$</b>
				<b>Total Irrigation</b>	<b>\$</b>
<b>OTHER</b>					
				<b>\$</b>	<b>\$</b>
				<b>\$</b>	<b>\$</b>
				<b>Total Other</b>	<b>\$</b>
				<b>System Total</b>	<b>\$</b>

**BILL OF SALE ABSOLUTE**

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_ (the "**Grantor**"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations paid to it by the Town of Jupiter Island, (the "**Town**"), the receipt of which is acknowledged, does grant, bargain, sell, transfer, set over and deliver to Town, its successors and assigns, all rights, title and interest in the personal property described in **Exhibit "A"** (the "**Property**").

TO HAVE AND TO HOLD the same unto Town, its successors and assigns forever.

The Grantor, for itself and its successors and assigns, represents and covenants to and with Town, and its successors and assigns, that it is the lawful owner of the Property, that the Property is free and clear of all liens and encumbrances, that Grantor has full right and power, and good right and title to the Property to transfer the same to the Town, and that it will warrant and defend the same against the lawful claims and demands of all persons whomsoever.

In addition, the Grantor warrants to the Town that the Property conforms with the requirements of the Town's South Martin Regional Utility Regulations, Policies and Procedures (the "**RPPs**"), is free from defects in material, installation and workmanship, and fit for the purpose for which it was intended for the warranty period(s) specified in the RPPs. This Bill of Sale does not supersede or replace any other representations or warranties from Grantor to the Town relating to the Property, but is in addition to any such representations and warranties.

This Bill of Sale shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions, and the Grantor submits to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper and exclusive venue for any suit concerning this Bill of Sale shall be Martin County, Florida, or the Federal Southern District of Florida. The Grantor agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. To encourage prompt and equitable resolution of any litigation, each party hereby waives its rights to a trial by jury in any litigation related to this Bill of Sale.

GRANTOR:

By: \_\_\_\_\_

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Its:

Date: \_\_\_\_\_

## EXHIBIT “A”

COMPONENT	SIZE	QUANTITY	UNIT	UNIT COST	TOTAL COST
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Water Main			Lineal Feet	\$	\$
Single Service			Each	\$	\$
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<b>OTHER</b>					
				\$	\$
				\$	\$
				<b>Total Other</b>	\$
				<b>System Total</b>	\$

