

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2010	2011	2012	2013	2014
Capital Expenditures	---	---	---	---	---
Operating Costs	---	---	---	---	---
External Revenues	---	---	---	---	---
Program Income (County)	---	---	---	---	---
In-Kind Match (County)	---	---	---	---	---
NET FISCAL IMPACT	<i>* See below</i>	---	---	---	---
# ADDITIONAL FTE POSITIONS (Cumulative)	---	---	---	---	---

Is Item Included In Current Budget? Yes ___ No ___

Budget Account No.: Fund ___ Agency ___ Org. ___ Object ___

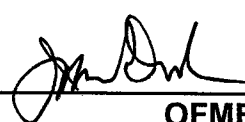
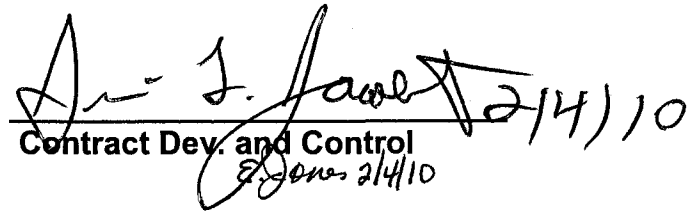
Reporting Category

B. Recommended Sources of Funds/Summary of Fiscal Impact: ^{*} There is no funding associated with this annexation. Approval of this interlocal agreement will allow annexation of the five enclaves identified. The annexation of these enclaves has no direct fiscal impact on the Planning, Zoning and Building Department. The loss of property taxes to the County is minimal and would be offset by the services that would no longer be required by the property annexed.

C. Departmental Fiscal Review: *Pat D'Agostino*

III. REVIEW COMMENTS

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

 _____ OFMB <i>1/29/10</i> <i>1/28/10</i>	 _____ Contract Dev. and Control <i>2/4/10</i> <i>2/4/10</i>
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B. Legal Sufficiency:



 Assistant County Attorney

C. Other Department Review:



 Department Director *for CWR*

EXHIBIT "1"

THIS INTERLOCAL AGREEMENT (Agreement) is made on this _____ day of _____, 2010 between the Town of Jupiter, a municipal corporation of the State of Florida, hereinafter referred to as "Town" and Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as "County", each entity constituting a "public agency" as defined in Chapter 163, Part I, Florida Statutes (2009).

WHEREAS, Section 163.01, Florida Statutes (2009), known as the "Florida Interlocal Cooperation Act of 1969," as amended, (the Act) authorizes and encourages local governmental units to make the most efficient use of their powers to cooperate on a basis of mutual advantage to provide services and facilities in a manner that will accord best with geographic, economic, and other factors influencing the needs of development in local communities; and

WHEREAS, the Act permits public agencies as defined therein to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 171.046 Florida Statutes (2009), provides for annexation of certain enclaves by entering into an interlocal agreement between the municipality and the county having jurisdiction over such enclaves; and

WHEREAS, Section 171.046, Florida Statutes (2009), limits annexation by interlocal agreement to enclaves of 10 acres or less in size; and

WHEREAS, Section 171.031 (13) (a) and (b), Florida Statutes (2009) defines enclaves as "developed or improved property bounded on all sides by a single municipality, or bounded by a single municipality and by a natural or manmade obstacle that allows passage of vehicular traffic to that incorporated area only through the municipality"; and

WHEREAS, the County and the Town have determined that it is appropriate and will promote efficient provision of government services for the Town to annex certain enclaves; and

WHEREAS, it has been determined by the Town and by the County that the parcels to be annexed via this Agreement meet the requirements of Section 171.031 (a) and (b) and 171.046, Florida Statutes (2009), as such enclaves are developed or are improved, are 10 acres or less in size, and are completely surrounded by the Town or are surrounded by the Town and a natural or manmade obstacle that allows passage of vehicular traffic to the enclave only through the Town; and

WHEREAS, the enclaves identified for annexation in this Agreement are in the Town's future annexation area as provided for in the Town's study for annexation and Comprehensive Plan; and

WHEREAS, the County and the Town agree that the parcels to be annexed via this Agreement are subject to the Future Land Use Atlas of the Palm Beach County Comprehensive Plan and County zoning and subdivision regulations until the Town adopts a comprehensive plan amendment to include the parcels to be annexed in the comprehensive plan; and

WHEREAS, the County and the Town have determined that it is appropriate pursuant to Section 335.0415, Florida Statutes (2009) to transfer by mutual agreement the operation and maintenance of roadways and drainage parcels annexed in this Agreement from the County to the Town.

NOW, THEREFORE, in consideration of the mutual obligations and undertakings, the parties do hereby covenant and decree as follows:

Section 1. Purpose

The purpose of this Agreement is to authorize, in accordance with statutory law the Town's annexation of certain unincorporated enclaves identified in Exhibit "A" attached hereto and incorporated herein.

Section 2. Annexation

The unincorporated enclaves identified in Exhibit "A", which is attached hereto and incorporated herein, are hereby annexed into and are included in the corporate boundaries of the Town.

Section 3. Annexation of Rights of Way and Drainage Parcels

The right-of-way segments and drainage parcels identified in Exhibit "B", attached hereto and incorporated herein, will be annexed into the corporate boundaries of the Town upon the final approval from the Contract Review Committee for the completed construction of the Municipal Service Taxing Unit (MSTU) infrastructure improvement project within the area identified in Exhibit "C" map. County Quit Claim Deeds, as provided in Exhibit "D", shall be prepared by the County and held in escrow for the rights of way and drainage parcels until final completion of the MSTU project.

Section 4. Transfer of Operation and Maintenance Responsibility of Rights of Way and Drainage Parcels Identified in Exhibit "B"

The approval of this Agreement by the parties hereto also constitutes the mutual agreement pursuant to Section 335.0415, Florida Statutes (2009), to the transfer of the responsibility for operation and maintenance of the right-of-way segments and the drainage parcels identified in Exhibit "B" from the County to the Town. Such transfer shall occur upon the final approval from the Contract Review Committee for the completed construction of the Municipal Service Taxing Unit (MSTU) infrastructure improvement project within the area identified in Exhibit "C" Map. Turnover and acceptance by the Town of right-of-way segments and drainage parcels identified in Exhibit "B", shall be subject to Town courtesy inspection within the area identified in Exhibit "C" as well as the ability to periodically review the progress throughout the course of the MSTU project. Any issues regarding the project shall be directed to the County Engineering Department. Standard "BILLS OF SALE", provided as samples in Exhibit "E", shall be prepared by the County for the paving, drainage and water main infrastructure and approved by the Town Council to effectuate the Town's acceptance of all right-of-way segments and drainage parcels. The Board of County Commissioners authorizes the County Engineer or the County Engineer's designee to execute the final "BILLS OF SALE".

Section 5. Effective Date

This Agreement shall take effect upon execution by the parties.

Section 6. Filing

Following the execution by the parties, a certified copy of this Agreement shall be filed with the Clerk of Circuit Court in and for Palm Beach County.

Section 7. Notification

The Town has provided written notice to all owners of real property located in the enclaves identified in Exhibit "A" whose names and addresses are known by reference to the latest published ad valorem tax records of the Palm Beach County Property Appraiser. The written notice described the purpose of this Agreement and stated the date, time, and place of the meeting of the Town Council of the Town where this Agreement is to be considered for adoption. The written notice also indicated the name and telephone number of the Palm Beach County staff person to contact regarding the date, time and place when the Palm Beach County Board of County Commissioners will consider the adoption of this Agreement.

Section 9. Severability

In the event any section, paragraph, sentence, clause, or provision hereof is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

Section 10. Entire Agreement and Counterparts

This Agreement represents the entire understanding between the parties, concerning the subject, and supersedes all other negotiations, representation, or agreements, written or oral, relating to this Agreement. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

ATTEST:

TOWN OF JUPITER

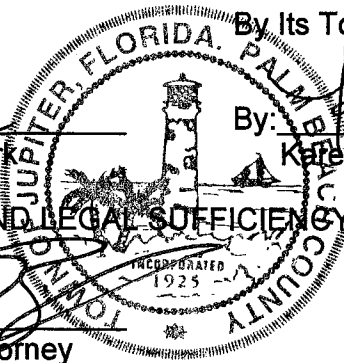
By Its Town Council

By: [Signature]
Sally M. Boylan, Town Clerk

By: [Signature]
Kellen J. Golonka, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Thomas J. Baird, Town Attorney



ATTEST:

PALM BEACH COUNTY, FLORIDA
By Its Board of County Commissioners

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: [Signature]
Robert P. Banks, Assistant County Attorney

**Exhibit A
Parcels by Enclave**

Sub-Enclave A			
PCN	Property Address	Acres	Legal Description
00424103050000140	Indiantown Rd	0.31	CINQUEZ PARK SUB LTS 14 & 15 (LESS SLY 29.02 FT SR 706 R/W)
	Total	0.31	
Sub-Enclave B			
PCN	Property Address	Acres	Legal Description
00424103060000860	17780 THELMA AVE	0.19	CINQUEZ PARK 2ND ADD LOT 86
00424103060000580	CORNELIA AVE	0.12	CINQUEZ PARK 2ND ADD LT 58
00424103060000800	YANCY AVE	0.31	CINQUEZ PARK 2ND ADD LTS 80 & 85
00424103060000470	17735 CORNELIA AVE	0.23	CINQUEZ PARK 2ND ADD LTS 47 & 48
00424103060000590	EVANGELINE AVE	0.12	CINQUEZ PARK 2ND ADD LT 59
00424103060000530	CORNELIA AVE	0.11	CINQUEZ PARK 2ND ADD LT 53
00424103060000790	17716 YANCY AVE	0.11	CINQUEZ PARK 2ND ADD LT 79
00424103060000720	17735 YANCY AVE	0.11	CINQUEZ PARK 2ND ADD LT 72
00424103060000840	17735 THELMA ST	0.19	CINQUEZ PARK 2ND ADD LT 84
00424103060000870	17707 THELMA AVE	0.19	CINQUEZ PARK 2ND ADD LT 87
00424103060000610	EVANGELINE AVE	0.23	CINQUEZ PARK 2ND ADD LTS 61, 62, 67 & 68
00424103060000740	17727 YANCY AVE	0.11	CINQUEZ PARK 2ND ADD, LT 74
00424103060000550	CORNELIA AVE	0.11	CINQUEZ PARK 2ND ADD LT 55
00424103060000570	CORNELIA AVE	0.11	CINQUEZ PARK 2ND ADD LT 57
00424103060000830	17745 THELMA AVE	0.20	CINQUEZ PARK 2ND ADD, LT 83
00424103060000690	EVANGELINE AVE	0.23	CINQUEZ PARK 2ND ADD LTS 69 & 70
00424103060000510	17745 CORNELIA AVE	0.23	CINQUEZ PARK 2ND ADD LTS 51 & 52
00424103060000761	YANCY AVE	0.06	CINQUEZ PARK 2ND ADD N 1/2 OF LT 76
00424103060000880	17699 THELMA AVE	0.38	CINQUEZ PARK 2ND ADD LT 88 & 50 FT ABND ST LYG S OF & ADJ THERETO
00424103060000490	17717 CORNELIA AVE	0.11	CINQUEZ PARK 2ND ADD LT 49
00424103060000630	EVANGELINE AVE	0.11	CINQUEZ PARK 2ND ADD LT 63
00424103060000820	17746 YANCY AVE	0.12	CINQUEZ PARK 2ND ADD LOT 82
00424103060000810	YANCY AVE	0.11	CINQUEZ PARK 2ND ADD LT 81
00424103060000600	EVANGELINE AVE	0.11	CINQUEZ PARK 2ND ADD LT 60
00424103060000710		0.12	CINQUEZ PARK 2ND ADD LT 71
00424103060000610	EVANGELINE AVE	0.23	CINQUEZ PARK 2ND ADD LTS 61, 62, 67 & 68
00424103060000762	YANCY AVE	0.06	CINQUEZ PARK 2ND ADD S 1/2 OF LT 76
00424103060000730	YANCY AVE	0.11	CINQUEZ PARK 2ND ADD LT 73
00424103060000500	CORNELIA AVE	0.11	CINQUEZ PARK 2ND ADD LT 50

00424103060000650	17698 EVANGELINE AVE	0.11	CINQUEZ PARK 2ND ADD LT 65
00424103060000560	CORNELIA AVE	0.11	CINQUEZ PARK 2ND ADD LT 56
00424103060000750	YANCY AVE	0.11	CINQUEZ PARK 2ND ADD LT 75
00424103060000660	EVANGELINE AVE	0.11	CINQUEZ PARK 2ND ADD LT 66
00424103060000640	EVANGELINE AVE	0.11	CINQUEZ PARK 2ND ADD LT 64
00424103060000540	CORNELIA AVE	0.11	CINQUEZ PARK 2ND ADD LT 54
	Total	5.19	

Sub-Enclave C

PCN	Property Address	Acres	Legal Description
00424103060000160	CARVER AVE	0.18	CINQUEZ PARK 2ND ADD LT 16
00424103060000410	CARVER AVE	0.37	CINQUEZ PARK 2ND ADD LTS 41 & 42
00424103060000040	CARVER AVE	0.18	CINQUEZ PARK 2ND ADD LT 4
00424103060000010	17743 CARVER AVE	0.27	CINQUEZ PARK 2ND ADD LT 1
00424103060000150	17609 CARVER AVE	0.18	CINQUEZ PARK 2ND ADD LT 15
00424103060000030	CARVER AVE	0.18	CINQUEZ PARK 2ND ADD LT 3
00424103060000320	CARVER AVE	0.18	CINQUEZ PARK 2ND ADD, LT 32
00424103060000190	CARVER AVE	0.36	CINQUEZ PARK 2ND ADD LT 19 & 20
00424103060000450	17730 CARVER AVE	0.18	CINQUEZ PARK 2ND ADD LT 45
00424103060000060	CARVER AVE	0.18	CINQUEZ PARK 2ND ADD LT 6
00424103060000050	17703 CARVER AVE	0.18	CINQUEZ PARK 2ND ADD LT 5
00424103060000070	17683 CARVER AVE	0.36	CINQUEZ PARK 2ND ADD LTS 7 & 8
00424103060000310	17606 CARVER AVE	0.18	CINQUEZ PARK 2ND ADD LT 31
00424103060000370	17674 CARVER AVE	0.18	CINQUEZ PARK 2ND ADD LT 37
00424103060000170	17591 CARVER AVE	0.36	CINQUEZ PARK 2ND ADD LTS 17 & 18
00424103060000430	17722 CARVER AVE	0.37	CINQUEZ PARK 2ND ADD LTS 43 & 44
00424103060000020	CARVER AVE	0.18	CINQUEZ PARK 2ND ADD LT 2
00424103060000130	CARVER AVE	0.18	CINQUEZ PARK 2ND ADD LT 13
00424103060000380	CARVER AVE	0.18	CINQUEZ PARK 2ND ADD LT 38
00424103060000341	17620 CARVER AVE	0.46	CINQUEZ PARK 2ND ADD N 1/2 OF LOT 34 & ALL OF LTS 35 & 36
00424103060000090	17675 CARVER AVE	0.18	CINQUEZ PARK 2ND ADD LT 9
00424103060000140	CARVER AVE	0.18	CINQUEZ PARK 2ND ADD LT 14
00424103060000290	17602 CARVER AVE	0.18	CINQUEZ PARK 2ND ADD LT 29
00424103060000400	17684 CARVER AVE	0.18	CINQUEZ PARK 2ND ADD LT 40
00424103060000390	CARVER AVE	0.18	CINQUEZ PARK 2ND ADD LT 39
00424103060000460	17742 CARVER AVE	0.28	CINQUEZ PARK 2ND ADD, LT 46
	Total	6.07	

Sub-Enclave D

PCN	Property Address	Acres	Legal Description
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00424103050000450	CINQUEZ PARK RD E	0.35	CINQUEZ PARK SUB LT 45
00424103050000290	17580 CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 29
00424103050000400	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 40
00424103050000340	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 34
00424103050000270	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 27
00424103050000610	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 61
00424103050000370	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 37
00424103050000420	CINQUEZ PARK RD E	0.34	CINQUEZ PARK SUB LTS 42 & 43
00424103050000570	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LTS 57 & 59
00424103050000283	CINQUEZ PARK RD E	0.09	CINQUEZ PARK SUB N 1/2 OF LT 28
00424103050000321	CINQUEZ PARK RD E	0.11	CINQUEZ PARK SUB W 100 FT OF LT 32
00424103050000330	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 33
00424103050000282	CINQUEZ PARK RD E	0.03	CINQUEZ PARK SUB W 50 FT OF S 1/2 OF LT 28
00424103050000410	17700 CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 41
00424103050000530	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 53
00424103050000480	CINQUEZ PARK RD E	0.38	CINQUEZ PARK LTS 48 & 49
00424103050000630	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 63
00424103050000301	CINQUEZ PARK RD E	0.23	CINQUEZ PARK SUB W 100 FT OF LTS 30 & 31
00424103050000500	CINQUEZ PARK RD E	0.34	CINQUEZ PARK LTS 50 & 51
00424103050000520	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 52
00424103050000570	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LTS 57 & 59
00424103050000302	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB E 50 FT OF LTS 30 TO 32 INC
00424103050000580	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 58
00424103050000620	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 62
00424103050000281	CINQUEZ PARK RD E	0.06	CINQUEZ PARK SUB S 1/2 OF LT 28 /LESS W 50 FT/
00424103050000540	CINQUEZ PARK RD E	0.34	CINQUEZ PARK SUB LTS 54 & 55
00424103050000380	CINQUEZ PARK RD E	0.34	CINQUEZ PARK SUB LTS 38 & 39
00424103050000260	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 26
00424103050000600	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 60
00424103050000360	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 36
00424103050000440	17722 CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 44
00424103050000560	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 56
	Total	6.18	
Sub-Enclave E			
PCN	Property Address	Acres	Legal Description
00424103050000870	17689 CINQUEZ PARK RD W	0.15	CINQUEZ PARK SUB LT 87
00424103050000920	17643 CINQUEZ PARK RD	0.15	CINQUEZ PARK SUB LT 92
00424103050000930	17633 CINQUEZ PARK RD W	0.15	CINQUEZ PARK SUB LT 93

00424103050000690	CINQUEZ PARK RD W	0.17	CINQUEZ PARK SUB LT 69
00424103050000940	17625 CINQUEZ PARK RD	0.15	CINQUEZ PARK SUB LT 94
00424103050000950	17615 CINQUEZ PARK RD W	0.15	CINQUEZ PARK SUB LT 95
00424103050000640	CINQUEZ PARK RD W	0.17	CINQUEZ PARK SUB LT 64
00424103050000910	17653 CINQUEZ PARK RD	0.15	CINQUEZ PARK SUB LT 91
00424103050000660	17582 CINQUEZ PARK RD W	0.17	CINQUEZ PARK SUB LTS 66
00424103050000880	17681 CINQUEZ PARK RD W	0.15	CINQUEZ PARK LT 88
00424103050000670	17596 CINQUEZ PARK RD W	0.34	CINQUEZ PARK SUB LTS 67 & 68
00424103050000890	17671 CINQUEZ PARK RD	0.15	CINQUEZ PARK LT 89
00424103050000960	17593 CINQUEZ PARK RD W	0.90	CINQUEZ PARK LTS 96 THRU 101
00424103050001020	17632 CINQUEZ PARK RD	0.15	CINQUEZ PARK SUB LT 102
00424103050000830	CINQUEZ PARK RD W	0.14	CINQUEZ PARK SUB LT 83
00424103050000820	CINQUEZ PARK RD W	0.20	CINQUEZ PARK SUB LT 82
00424103050000650	CINQUEZ PARK RD W	0.17	CINQUEZ PARK SUB LT 65
00424103050000760	17672 CINQUEZ PARK RD	0.17	CINQUEZ PARK SUB LT 76
00424103050000770	17684 CINQUEZ PARK RD	0.17	CINQUEZ PARK SUB LT 77
00424103050000790	17704 CINQUEZ PARK RD W	0.21	CINQUEZ PARK SUB LT 79
00424103050000900	17661 CINQUEZ PARK RD	0.15	CINQUEZ PARK LT 90
00424103050000740	17656 CINQUEZ PARK RD W	0.17	CINQUEZ PARK SUB LT 74
00424103050000710	17630 CINQUEZ PARK RD W	0.17	CINQUEZ PARK SUB LT 71
00424103050000720	17638 CINQUEZ PARK RD W	0.17	CINQUEZ PARK SUB LT 72
00424103050000850	17707 CINQUEZ PARK RD W	0.14	CINQUEZ PARK SUB LT 85
00424103050000780	17694 CINQUEZ PARK RD	0.17	CINQUEZ PARK SUB LT 78
00424103050000750	17664 CINQUEZ PARK RD	0.17	CINQUEZ PARK SUB LT 75
00424103050000840	17717 CINQUEZ PARK RD	0.14	CINQUEZ PARK SUB LT 84
00424103050000730	17648 CINQUEZ PARK RD W	0.17	CINQUEZ PARK SUB LT 73
00424103050000700	17620 CINQUEZ PARK RD W	0.17	CINQUEZ PARK SUB LT 70
00424103050000860	17699 CINQUEZ PARK RD	0.14	CINQUEZ PARK SUB LT 86
	Total	5.92	

Exhibit B
Drainage Parcels Owned, Operated & Maintained by the County
For which ownership, operation & maintenance will be transferred to the Town

PCN	Property Address	Acres	Legal Description	Location
Sub-Enclave D				
00424103050000350	CINQUEZ PARK RD E	0.17	CINQUEZ PARK SUB LT 35	East side of Cinquez Park Road East
Sub-Enclave C				
00424103060000100	CARVER AVE	0.54	CINQUEZ PARK 2ND ADD LTS 10 TO 12 INC	West side of Carver Road

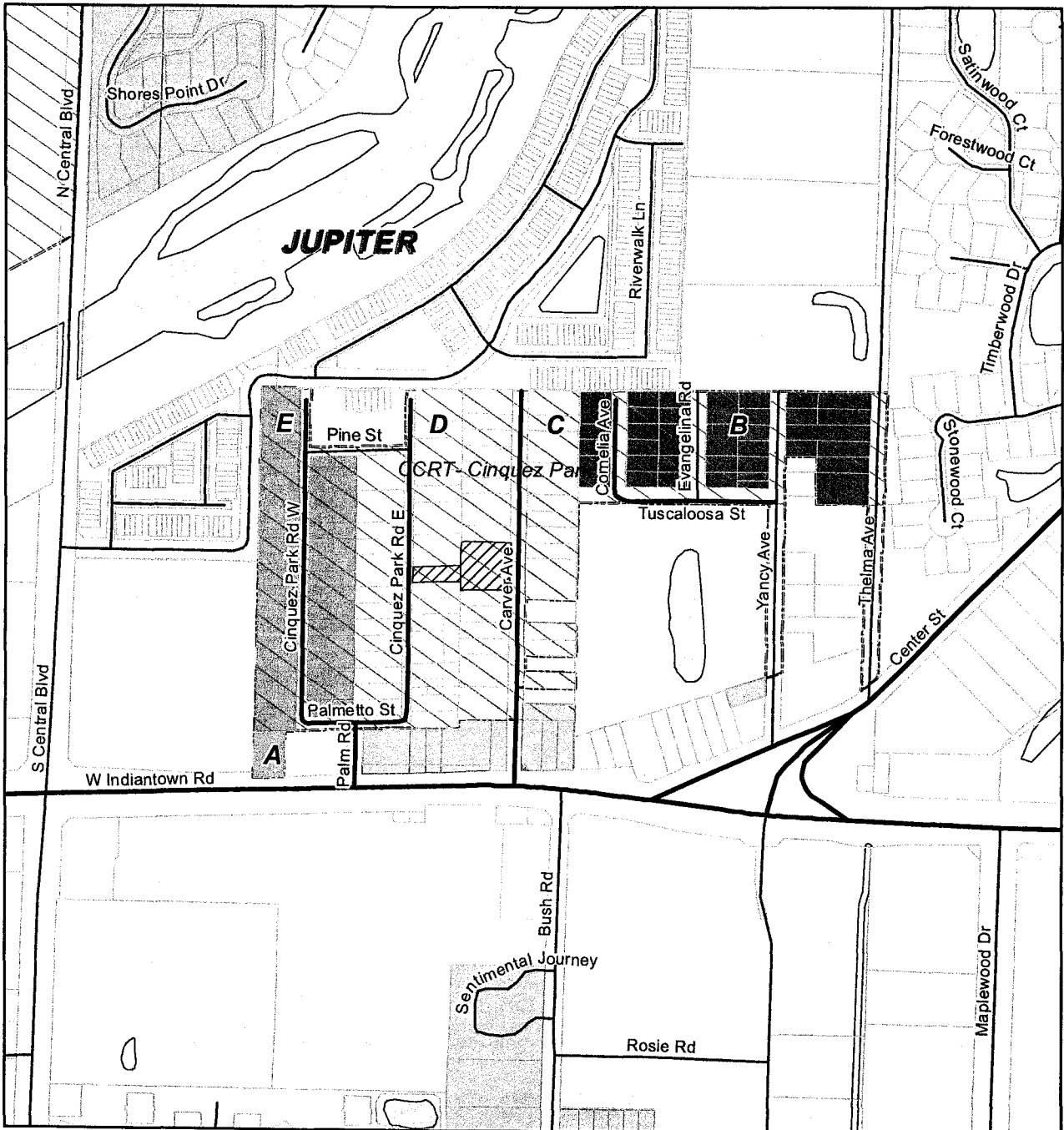
Right-of-Way Segments Operated & Maintained by the County
For which operation & maintenance will be transferred to the Town

Rights of Way	Segment
Cinquez Park Road W.	Entire segment from northern boundary to Palmetto Street
Cinquez Park Road E.	Entire segment from northern boundary to Palmetto Street
Palmetto Street	Entire segment from Cinquez Park Road W. to Cinquez Park Road E.
Palm Road	Entire segment from Palmetto Street to Indiantown Road
Carver Avenue	Entire segment from northern boundary to Indiantown Road
Tuscaloosa Street	Entire segment from Cornelia Avenue to Yancy Street
Cornelia Avenue	Entire segment from northern boundary to Tuscaloosa Street

Right-of-Way Segments Not Maintained by the County

Rights of Way	Segment
Evangelina Road	Entire existing undeveloped segment from Tuscaloosa Street to its northern terminus
Pine Street	Entire existing undeveloped segment from Cinquez Park Road W. to Cinquez Park Road E.
Thelma Avenue	Segment from Center Street north 1,340 feet
Yancy Avenue	Entire segment except for extreme southerly 140 feet

Exhibit C - Annexation Location Map Cinquez Park Sub-Enclaves



- | | | | | | |
|--|---------------|--|---------------------------------|-------------------------|-------------------|
| | Sub-enclave A | | Palm Beach County Owned Parcels | ROW Maintenance* | |
| | Sub-enclave B | | CCRT Area | | County Maintained |
| | Sub-enclave C | | Previously Annexed | | State Maintained |
| | Sub-enclave D | | Municipality | | Other |
| | Sub-enclave E | | Water | | |

*Source: ROW Maintenance Data provided by PBC Engineering Dept 2009 ENGDOB, CMR



Exhibit D
Quit Claim Deeds

RETURN TO:

PALM BEACH COUNTY
NAME: R/W ACQUISITION SECTION
POST OFFICE BOX 21229
ADDRESS: WEST PALM BEACH, FLORIDA 33416
ATTN: KAT CHOPIN
ACCT. NO.: 1010 W/C BOX 1066

C O U N T Y Q U I T C L A I M D E E D

THIS DEED, made this _____ by PALM BEACH COUNTY, a political subdivision of the State of Florida, party of the first part, and the TOWN OF JUPITER, a municipal corporation of the State of Florida, whose mailing address is 210 Military Trail, Jupiter, Florida 33458-5784, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, their heirs and assigns forever, the following described land lying and being in Palm Beach County, Florida:

Property more particularly described as follows: all of Cinquez Park Road West, Cinquez Park Road East, all of Palmetto Street, all of Palm Road, all of Carver Avenue, all of Tuscaloosa Street, and all of Cornelia Avenue, as now laid out and in use, as in Plat Book 20, Page 81 and Plat Book 21, Page 20, Public Records, Palm Beach County, State of Florida.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice-Chair of said Board, the day and year aforesaid.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

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

BY: _____
Clerk (or Deputy Clerk)

BY: _____
Chairman or Vice- Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

This instrument prepared by:
Paul King, Assistant County Attorney
Palm Beach County
P.O. Box 21229
West Palm Beach, FL 33416

BY: _____
County Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 201__ by _____, Chairman or Vice-Chairman, Board of County Commissioners, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Typed name of Acknowledger
Deputy Clerk
271-LGL
Rev. 11/12/08

RETURN TO:

PALM BEACH COUNTY
NAME: R/W ACQUISITION SECTION
POST OFFICE BOX 21229
ADDRESS: WEST PALM BEACH, FLORIDA 33416
ATTN: KAT CHOPIN
ACCT. NO.: 1010 W/C BOX 1066

C O U N T Y Q U I T C L A I M D E E D

THIS DEED, made this _____ by PALM BEACH COUNTY, a political subdivision of the State of Florida, party of the first part, and the TOWN OF JUPITER, a municipal corporation of the State of Florida, whose mailing address is 210 Military Trail, Jupiter, Florida 33458-5784, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, their heirs and assigns forever, the following described land lying and being in Palm Beach County, Florida:

Property more particularly described as follows: all of Yancy Avenue, all of Thelma Avenue, all of Pine Street, and Evangelina Road, as now laid out and in use, as in Plat Book 20, Page 81, Plat Book 21, Page 20, and Plat Book 54, Page 129, Public Records, Palm Beach County, State of Florida.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice-Chair of said Board, the day and year aforesaid.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

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

BY: _____
Clerk (or Deputy Clerk)

BY: _____
Chairman or Vice-Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

This instrument prepared by:
Paul King, Assistant County Attorney
Palm Beach County
P.O. Box 21229
West Palm Beach, FL 33416

BY: _____
County Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 201__ by _____, Chairman or Vice-Chairman, Board of County Commissioners, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Typed name of Acknowledger
Deputy Clerk
271-LGL
Rev. 11/12/08

RETURN TO:

PALM BEACH COUNTY
NAME: R/W ACQUISITION SECTION
POST OFFICE BOX 21229
ADDRESS: WEST PALM BEACH, FLORIDA 33416
ATTN: KAT CHOPIN
ACCT. NO.: 1010 W/C BOX 1066

C O U N T Y Q U I T C L A I M D E E D

THIS DEED, made this _____ by PALM BEACH COUNTY, a political subdivision of the State of Florida, party of the first part, and the TOWN OF JUPITER, a municipal corporation of the State of Florida, whose mailing address is 210 Military Trail, Jupiter, Florida 33458-5784, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the party of the second part, receipt whereof is hereby acknowledged, has granted, bargained and sold to the party of the second part, their heirs and assigns forever, the following described land lying and being in Palm Beach County, Florida:

Property more particularly described in Exhibit "A", attached hereto and made a part hereof. Said property also being described in Official Record Book 23029, Pages 779 to 781, inclusive, and Official Record Book 23029, Pages 782 to 784, inclusive, Public Records of Palm Beach County, State of Florida.

IN WITNESS WHEREOF the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice-Chair of said Board, the day and year aforesaid.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

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

BY: _____
Clerk (or Deputy Clerk)

BY: _____
Chairman or Vice-Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

This instrument prepared by:
Paul King, Assistant County Attorney
Palm Beach County
P.O. Box 21229
West Palm Beach, FL 33416

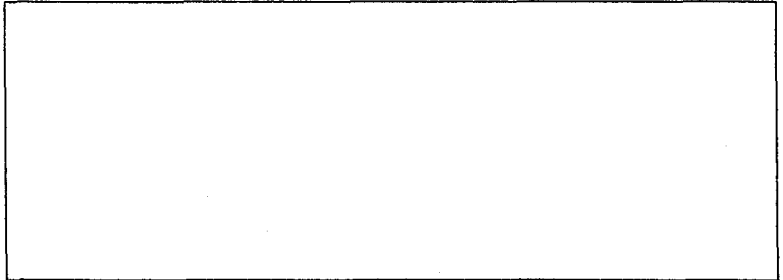
BY: _____
County Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 201__ by _____, Chairman or Vice-Chairman, Board of County Commissioners, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Typed name of Acknowledger
Deputy Clerk
271-LGL
Rev. 11/12/08

Exhibit E
Bills of Sale



BILL OF SALE

This BILL OF SALE made this _____ day of _____, 20____, between PALM BEACH COUNTY, having an address of PO Box 21229, West Palm Beach, FL 33416-1229, hereinafter referred to as "Seller", and the TOWN OF JUPITER, a Florida municipal corporation, hereinafter referred to as "Buyer". (Wherever used herein the terms "Seller" and "Buyer" include all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns.)

WITNESS, that the Seller, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration to it in hand paid by Buyer, the receipt whereof is hereby acknowledged, hereby delivers, grants, bargains, sells, transfers, aliens, remises, releases, conveys and confirms unto the Buyer, the following goods and chattels, located in the County of Palm Beach and State of Florida, to wit:

Roadway, Stormwater Drainage System, and similar improvements as described in Exhibit I

TO HAVE AND TO HOLD the same unto the Buyer, its executors, administrators, successors and assigns forever, Seller, for itself, its successors and assigns, does hereby covenant to and with the Buyer, its successors and assigns, that Seller is the lawful owner of the said goods and chattels; that the same are free from all encumbrances; that Seller has good right to sell the same as aforesaid; and, that Seller will Warrant and defend the sale of the said property, goods and chattels hereby made, unto the Buyer, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Seller has hereunto set their hands and seal(s)

this _____ day of _____ 20_____.

Signed, sealed and delivered in presence of:

PALM BEACH COUNTY

BY: _____
George T. Webb, P.E. County Engineer

ATTEST: _____

(SEAL)

STATE OF _____,

COUNTY OF _____, I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____ and _____ to me well known to be the person(s) described in and who executed the foregoing BILL OF SALE, and acknowledged before me that he/she executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal in the county and State last above written, this _____ day of _____, 20____.

My Commission Expires _____

Notary Public _____

BUYER – TOWN OF JUPITER

BY: _____
Karen Golonka, Mayor

ATTESTED BY: _____
Sally M. Boylan, Town Clerk

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Thomas J. Baird
Town Attorney

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **KAREN J. GOLONKA**, Mayor of the Town of Jupiter. She is personally known to me or has produced a Florida drivers license as identification and did not take an oath.

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT I

The improvements, which are the subject of this Bill of Sale, are as follows:

1. **Reference:** All of the following references regarding plans sheets and descriptions are those plans titled:

CINQUEZ PARK AREA, prepared by Keshavarz & Associates, Inc., which to the extent applicable, are incorporated herein by reference.

2. **Locations:** All of the subject improvements lie within the following land areas and/or development project limits:

Shown in the attached Interlocal Agreement Exhibit B.

3. **Description of Improvements:** Those roadway improvements, and stormwater drainage improvements, including but not limited to, all roadway subgrade, base and pavement, curbing, signage, striping, and stormwater drainage system including inlets, structures, pipes, and including pipes and structures to the point of discharge into the surface water management lake or greenway-retention systems, as depicted on the referenced engineering plan.

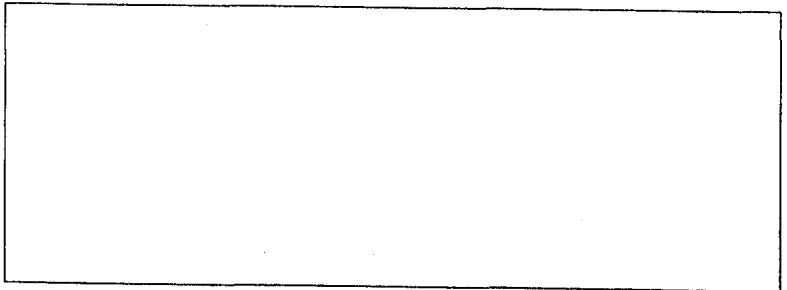
Exhibit II provides tabulated listing(s) with estimated unit costs, quantities and total costs of all of the improvements subject to this Bill of Sale.

EXHIBIT II

	PAVING & DRAINAGE	***	***	*****	*****
8	Regular Excavation	3,428	CY	\$1.75	\$5,999.00
9	Dry Detention Area Excavation	3,572	CY	\$1.50	\$5,358.00
10	Embankment	55	CY	\$5.00	\$275.00
11	Optional Base (Primed) Furnished and Placed (Roadways)	8,487	SY	\$7.50	\$63,652.50
12	Optional Base (Primed) Furnished and Placed (Driveways)	650	SY	\$7.50	\$4,875.00
13	Type S-3 Asphaltic Concrete (1-1/2") (Includes Asphalt Driveways)	9,137	SY	\$7.75	\$70,811.75
14	Plain Cement Concrete (6") Pavement for Driveways	243	SY	\$27.00	\$6,561.00
15	Type 'E' Inlet	21	EA	\$2,000.00	\$42,000.00
16	Type 'E' Inlet Top on Type 'J' Box	4	EA	\$3,000.00	\$12,000.00
17	Type 'P' Manhole	1	EA	\$1,600.00	\$1,600.00
18	Type 'J' Manhole	1	EA	\$4,600.00	\$4,600.00
19	Type 'J-7NT' Manhole (Alt. "B")	3	EA	\$3,300.00	\$9,900.00
20	6' x 6' 'J' Box with steel Grate (OUT3)	1	EA	\$3,700.00	\$3,700.00
21	10' x 4' 'J' Box With Steele Grate (S-6)	1	EA	\$4,000.00	\$4,000.00
22	Type 'D' Control Structure	1	EA	\$7,000.00	\$7,000.00
23	Type 'J' Control Structure	1	EA	\$9,800.00	\$9,800.00
26	4" PVC Cleanouts	2	EA	\$100.00	\$200.00
27	4" PVC Pipe, Schedule 40	32	LF	\$10.00	\$320.00
28	15" Reinforced Concrete Pipe, Class III	316	LF	\$23.00	\$7,268.00
29	18" Reinforced Concrete Pipe, Class III	670	LF	\$28.00	\$18,760.00
30	24" Reinforced Concrete Pipe, Class III	519	LF	\$38.00	\$19,722.00
31	24" Reinforced Concrete Pipe, Class III, Mitered End Section	2	EA	\$800.00	\$1,600.00
32	36" Reinforced Concrete Pipe, Class III	1,078	LF	\$68.00	\$73,304.00
33	42" Reinforced Concrete Pipe, Class III	577	LF	\$82.00	\$47,314.00
34	54" Reinforced Concrete Pipe, Class III	242	LF	\$120.00	\$29,040.00

EXHIBIT II (cont'd)

36	6' x 4.70' Exfiltration Trench (Complete) (incl. 296 LF of 15" Slotted RCP)	360	LF	\$65.00	\$23,400.00
37	6' x 4.70' Exfiltration Trench (Complete) (Incl. 296 LF of 18" Slotted RCP)	400	LF	\$65.00	\$26,000.00
38	6" x 4.75' Exfiltration Trench (Complete) (Incl. 392 LF of 24" Slotted RCP)	472	LF	\$75.00	\$35,400.00
39	18" x 18" Infiltration Trench (Complete) (Incl. 184 LF of 1/2" Perf. PVC)	200	LF	\$20.00	\$4,000.00
40	Rock-Rubble RipRap (Incl. Bedding Stone and Geotextile Wrap)	185	SY	\$60.00	\$11,100.00
41	Reflectorized Guardrail	145	LF	\$20.00	\$2,900.00
42	Guardrail End Anchorage Assembly (Type II)	8	EA	\$500.00	\$4,000.00
43	Sodding (Floritam or Equal)	8,150	SY	\$2.25	\$18,337.50
44	Case II Red Reflector Assemblies (1 Post And 1 Sign Each)	15	EA	\$500.00	\$7,500.00
45	Chainlink Fencing (Incl. Grounding)	880	LF	\$20.00	\$17,600.00
46	Chainlink Swing Gates (2-8' Wide Gates Each)	2	EA	\$1,200.00	\$2,400.00
	PAVING & DRAINAGE TOTAL	***	***	*****	\$602,297.75



BILL OF SALE

This BILL OF SALE made this _____ day of _____, 20____, between PALM BEACH COUNTY, having an address of PO Box 21229, West Palm Beach, FL 33416-1229, hereinafter referred to as "Seller", and the TOWN OF JUPITER, a Florida municipal corporation, hereinafter referred to as "Buyer". (Wherever used herein the terms "Seller" and "Buyer" include all the parties to this instrument, and the heirs, legal representatives and assigns of individuals, and the successors and assigns.)

WITNESS, that the Seller, for and in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration to it in hand paid by Buyer, the receipt whereof is hereby acknowledged, hereby delivers, grants, bargains, sells, transfers, aliens, remises, releases, conveys and confirms unto the Buyer, the following goods and chattels, located in the County of Palm Beach and State of Florida, to wit:

Roadway, Stormwater Drainage System, and similar improvements as described in Exhibit I

TO HAVE AND TO HOLD the same unto the Buyer, its executors, administrators, successors and assigns forever, Seller, for itself, its successors and assigns, does hereby covenant to and with the Buyer, its successors and assigns, that Seller is the lawful owner of the said goods and chattels; that the same are free from all encumbrances; that Seller has good right to sell the same as aforesaid; and, that Seller will Warrant and defend the sale of the said property, goods and chattels hereby made, unto the Buyer, its successors and assigns, against the lawful claims and demands of all persons whomsoever.

IN WITNESS WHEREOF, Seller has hereunto set their hands and seal(s)

this _____ day of _____ 20_____.

Signed, sealed and delivered in presence of:

PALM BEACH COUNTY

BY: _____
George T. Webb, P.E. County Engineer

ATTEST: _____

(SEAL)

STATE OF _____,

COUNTY OF _____, I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, _____ and _____ to me well known to be the person(s) described in and who executed the foregoing BILL OF SALE, and acknowledged before me that he/she executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal in the county and State last above written, this _____ day of _____, 20____.

My Commission Expires

Notary Public

BUYER – TOWN OF JUPITER

BY: _____
Karen Golonka, Mayor

ATTESTED BY: _____
Sally M. Boylan, Town Clerk

(TOWN SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
Thomas J. Baird
Town Attorney

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **KAREN J. GOLONKA**, Mayor of the Town of Jupiter. She is personally known to me or has produced a Florida drivers license as identification and did not take an oath.

Notary Public, State of Florida
Print Name: _____
My Commission Expires: _____

[NOTARY SEAL]

EXHIBIT I

The improvements, which are the subject of this Bill of Sale, are as follows:

1. **Reference:** All of the following references regarding plans sheets and descriptions are those plans titled: CINQUEZ PARK AREA, prepared by Keshavarz & Associates, Inc., which to the extent applicable, are incorporated herein by reference.
2. **Locations:** All of the subject improvements lie within the following land areas and/or development project limits:

Shown in the attached Interlocal Agreement Exhibit B.

3. **Description of Improvements:** Those potable water line and related facilities constructed within the Cinquez Park Area, Palm Beach County Project No. 2006137, including but not limited to, water mains, gate valves, fire hydrants, and single, double and multiple services, as depicted on the referenced engineering plans.

Exhibit II provides tabulated listing(s) with estimated unit costs, quantities and total costs of all of the improvements subject to this Bill of Sale.

EXHIBIT II

	WATER DISTRIBUTION SYSTEM	***	***	*****	*****
62	8" DIP Watermain With Fittings	4,375	LF	\$23.00	\$100,625.00
63	8" Gate Valves With Box	9	EA	\$1,100.00	\$9,900.00
64	Fire Hydrant Assembly (Complete)	10	EA	\$2,700.00	\$27,000.00
66	Long Single Service > 20'	38	EA	\$475.00	\$18,050.00
67	Short Single Service < 20'	29	EA	\$450.00	\$13,050.00
68	Long Double Service > 20'	9	EA	\$975.00	\$8,775.00
69	Short Double Service < 20'	13	EA	\$950.00	\$12,350.00
70	Long Multiple Service > 20'	1	EA	\$1,200.00	\$1,200.00
71	Blow Off	1	EA	\$1,400.00	\$1,400.00
	WATER DISTRIBUTION SYSTEM	***	***	*****	\$192,350.00