

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE TOWN
OF JUPITER, FLORIDA, TRANSFERRING OWNERSHIP, OPERATION AND
MAINTENANCE OF LONGSHORE DRIVE AND NORTHFORK DRIVE ROAD
RIGHTS OF WAY TO THE TOWN OF JUPITER**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, 2022, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter, "COUNTY"), and the Town of Jupiter, a Florida municipal corporation, its successors, agents and assigns (hereinafter, "TOWN") individually ("PARTY") and collectively ("PARTIES").

WITNESSETH:

WHEREAS, the TOWN has requested the jurisdictional control, maintenance responsibility and ownership of Longshore Drive and Northfork Drive road rights of way (collectively, ROADS); and

WHEREAS, the ROADS are located within the incorporated limits of the TOWN; and

WHEREAS, the COUNTY currently has ownership, operation and maintenance responsibility for the ROADS, exclusive of the maintenance of sidewalks which the TOWN currently maintains, which are part of the COUNTY roadway system; and

WHEREAS, in a letter dated July 21, 2021, the TOWN requested that the jurisdictional control, maintenance responsibility and rights-of-way ownership of the ROADS be transferred to the TOWN; and

WHEREAS, the COUNTY supports the TOWN's request and agrees to transfer to the TOWN the ownership, operation and maintenance of the ROADS.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the PARTIES agree as follows:

1. The recitations set forth hereinabove are true, accurate and correct, and are incorporated herein.

2. As of the Effective Date, the ROADS shall be part of the TOWN Roadway System as to ownership, operation, and maintenance. Pursuant to the County Deed, which is incorporated by reference herein, the COUNTY shall transfer ownership, operation and maintenance responsibility for the areas shown on Exhibit "A" in the County Deed to the TOWN.
3. Notice. All notices required to be given under this AGREEMENT shall be in writing, and deemed sufficient to each party when sent by United States Mail, return receipt requested, postage paid to the following:

As to the COUNTY

Engineering and Public Works Department
Joanne M. Keller, P.E.
Deputy County Engineer
P.O. Box 21229
West Palm Beach, FL 33416-1229

With copy to: Palm Beach County Attorney's Office
Yelizaveta B. Herman, Assistant County Attorney
301 N. Olive Ave, Suite 601
West Palm Beach, FL, 33401

As to the TOWN

Town of Jupiter
Frank Kitzerow, Interim Town Manager
210 Military Trail
Jupiter, FL 33458

With a Copy to Town Attorney

Thomas J. Baird, Esq.
4741 Military Trail, Suite 200
Jupiter, FL 33458

4. **Indemnification.** TOWN shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers free and harmless from and against all claims, liability, expenses, losses, costs, fines and damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise arising out of, during, or as a result of the TOWN's performance of the terms of this AGREEMENT, or due to the acts or omissions of the TOWN. The TOWN's aforesaid indemnity and hold harmless obligations shall apply to the fullest extent permitted by law. Notwithstanding the foregoing, nothing set forth in this paragraph shall constitute a waiver of sovereign immunity beyond the limits set

for at Section 768.28, Florida Statutes. This paragraph shall survive the expiration or termination of this AGREEMENT. The PARTIES to the AGREEMENT and their respective officers and employees shall not be deemed to assume any liability for the acts, omission, and negligence of the other PARTY.

5. Insurance. Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (STATUTE), the TOWN represents that it is self-insured with overage subject to the limitations of the STATUTE, as may be amended. When requested, the TOWN shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the TOWN of its liability and obligations under this AGREEMENT.
6. Legal Fees. The Parties shall bear their own costs or expenses, including reasonable attorney's fees, associated with the enforcement of the terms and conditions of this AGREEMENT.
7. Annual Appropriation. Each PARTY's performance and obligation to pay under this AGREEMENT is contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.
8. Amendments. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless agreed to by the PARTY's in writing and executed in the same manner, as was this AGREEMENT.
9. Remedies. This AGREEMENT shall be construed and governed by the law of the State of Florida. Any and all legal action necessary to enforce this AGREEMENT shall be filed in Palm Beach County, Florida.
10. Venue. This AGREEMENT shall be construed and governed by the laws of the State of Florida. Venue for any and all legal action necessary to enforce this AGREEMENT shall be held in Palm Beach County. No remedy conferred upon either Party by this AGREEMENT is intended to be exclusive of any other remedy existing at law, in equity or otherwise. No single or partial exercise by either Party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.
11. Preparation. Preparation of this AGREEMENT was a joint effort of the Parties and should not be construed more severely against one Party than the other.
12. Non-Discrimination. The Parties agree that no person shall be excluded on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender identity and expression, or genetic information from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this AGREEMENT. As provided in County Resolution R-2017-1770, as amended.
13. Severability. In the event any provision hereof is held invalid by a court of competent jurisdiction, the remaining portions of the AGREEMENT shall remain in full force and effect.

14. Entire Understanding. This AGREEMENT represents the entire understanding of the Parties and supersedes all other negotiations, representations or agreement's, written or oral, relating to this AGREEMENT.
15. Inspector General. The County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed County contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the TOWN, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
16. Waiver. Any waiver by either Party of its rights with respect to a default under this AGREEMENT, or with respect to any other matters arising in connection with this AGREEMENT, shall not be deemed a waiver with respect to any subsequent default or other matter. The failure of either Party to enforce strict performance by the other Party of any of the provisions of this AGREEMENT or to exercise any rights under this AGREEMENT shall not be construed as a waiver or relinquishment to any extent of such Party's right to assert or rely upon any such provisions or rights in that or any other instance.
17. Legal Compliance. The TOWN shall abide by all applicable federal, State and local laws, orders, rules, codes, and regulations when performing maintenance under this AGREEMENT.
18. Third Party Beneficiary. No provision of this AGREEMENT is intended to, or shall be construed to, create a third party beneficiary or to provide any rights to any person or entity not a party to this AGREEMENT, including, but not limited to, any citizen or employees of the COUNTY and/or the TOWN.
19. Survivability. In the event that any section, paragraph, sentence, clause or provision hereof be 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.
20. Effective Date. This AGREEMENT shall be effective and binding upon the Parties hereto once the AGREEMENT has been signed by both Parties and filed with the Clerk of the Court in and for Palm Beach County, Florida.
21. Upon COUNTY'S approval of this AGREEMENT, the COUNTY will simultaneously execute a County Deed to convey the right-of-way to TOWN.

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the day and year first written above.

TOWN OF JUPITER

BY: Jim Kuretski
Jim Kuretski Mayor

ATTESTED BY: Elizabeth Ojea,
for Laura Cahill, Town Clerk Deputy Clerk

(TOWN SEAL)



APPROVED AS TO FORM AND LEGAL SUFFICIENCY

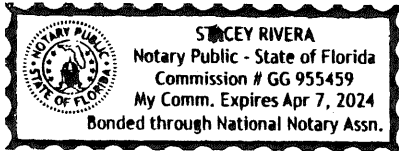
BY: Thomas J. Baird
Thomas J. Baird
Town Attorney

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of April, 2022, by Jim Kuretski, Mayor of the Town of Jupiter. He is personally known to me or has produced a Florida drivers license as identification and did not take an oath.

Stacey Rivera
Signature of Notary Public, State of Florida

Stacey Rivera
Print, Type or Stamp Name of Notary Public

My Commission Expires: 4/7/2024



[NOTARY SEAL]

**PALM BEACH COUNTY, A POLITICAL
SUBDIVISION OF THE STATE OF FLORIDA,
BY AND THROUGH ITS BOARD OF
COUNTY COMMISSIONERS**

APPROVED AS TO TERMS
AND CONDITIONS

By: _____

Robert S. Weinroth, Mayor

By:  _____

Morton L. Rose, P.E.
Roadway Production Director

ATTEST:
JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

Deputy Clerk

 _____

Yelizaveta B. Herman
Assistant County Attorney

Return via Palm Beach County interoffice mail to:
Kaye Weichel, Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: N/A

Purchase Price: \$0

Closing Date: _____

SPACE ABOVE THIS LINE FOR PROCESSING DATA

PROJECT NO.: MRT 2021-020

ROAD NAME: LONGSHORE DRIVE AND
NORTHFORK DRIVE

PARCEL NO.: N/A

COUNTY DEED

THIS DEED is made this ____ day of _____, 20____, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida, by and through its Board of County Commissioners, whose post office address is Post Office Box 21229, West Palm Beach, Florida 33416-1229, ("County"), to the **TOWN OF JUPITER**, a municipal corporation of the State of Florida, whose post office address is 210 Military Trail, Jupiter, FL 33458 ("Town").

This DEED is granted pursuant to Section 335.0415, Florida Statutes and the Interlocal Agreement between the County and the Town transferring ownership, operation and maintenance over Longshore Drive and Northfork Drive.

WITNESSETH: That County, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by Town, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, and conveys unto Town, its successors and assigns forever, the following described land lying and being in Palm Beach County, Florida, as follows:

Property more particularly described in **Exhibit "A"** attached hereto and made a part hereof.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (3/4) interest in, and title in and to an undivided three-fourths (3/4) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half (1/2) interest in all petroleum that is or may be in, on, or under said land.

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

ATTEST:

JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

By: _____
Deputy Clerk

County:

PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by and through its Board of County Commissioners

By: _____
Robert S. Weinroth, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

(Official Seal)

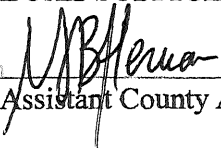
By:  _____
Assistant County Attorney

EXHIBIT "A"

Right-of-Way Descriptions

All of "Longshore Drive", a right-of-way of varied width, as shown on the recorded plat titled The Shores Plat 1, recorded in Plat Book 54 pages 162 through 167 of the Public Records of Palm Beach County, Florida. Situated in the West Half (W1/2) of Section 34, Township 40 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida.

Together with: All of "Longshore Drive", an eighty-foot (80.00') right-of-way, as shown on the plat titled The Shores Plat 2, recorded in Plat Book 55 pages 162 through 166 of the Public Records of Palm Beach County, Florida. Situated in the West Half (W1/2) of Section 34, Township 40 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida.

Also, together with: All of "Longshore Drive", an eighty-foot (80.00') right-of-way, as shown on the plat titled The Shores Plat 3, recorded in Plat Book 56 pages 55 through 59 of the Public Records of Palm Beach County, Florida. Situated in the North Half (N1/2) of the Northwest Quarter (NW1/4) of Section 34, Township 40 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida.

Also, together with: All of "Longshore Drive", an eighty-foot (80.00') right-of-way, conveyed to Palm Beach County by Official Record Book 5195 pages 1096 through 1098 of the Public Records of Palm Beach County, Florida. Situated in the Southwest Quarter (SW1/4) of Section 27, Township 40 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida.

Also, together with: All of the "Additional Right-of-way for Future Road" parcel, as shown on the plat titled Shorewood, recorded in Plat Book 61 pages 45 through 47 of the Public Records of Palm Beach County, Florida. Situated in the Southwest Quarter (SW1/4) of Section 27, Township 40 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida.

Also, together with: All of the land described in Official Record Book 6225 pages 1033 through 1037 of the Public Records of Palm Beach County, Florida. Situated in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 27, Township 40 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida.

Also, together with: All of the land described in Official Record Book 6225 at pages 1055 through 1059 of the Public Records of Palm Beach County, Florida. Situated in the Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4) of Section 27, Township 40 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida.

Also, together with: All of the land described in Official Record Book 5911 at pages 144 through 146 of the Public Records of Palm Beach County, Florida. Situated in the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of Section 27, Township 40 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida.

Also, together with: All of "Northfork Drive", a right-of-way of varied width, as shown on the recorded plat titled North Fork, Recorded in Plat Book 63 pages 184 through 191 of the Public Records of Palm Beach County, Florida. Situated in the West Half (W1/2) of Section 27, Township 40 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida.

EXHIBIT "A"

Less and Except: That portion of platted "Northfork Drive", as shown on the recorded plat of North Fork, Plat Book 63 at pages 184 through 191 of the records of Palm Beach County. Situated in the West Half (W1/2) of Section 27, Township 40 South, Range 42 East, Town of Jupiter, Palm Beach County, Florida.

Commencing at the Palm Beach County Brass disc, as depicted on corner document No. 107797, marking the Northwest corner of said Section 27; thence North 89°51'00" East, along The North line of said Section 27, a distance of 66.36 feet to the Northeast corner of Tract "F" and the Northwest corner of "Northfork Drive" right-of-way as shown on said plat of North Fork, Plat Book 63 at pages 184 through 191, for the Point of Beginning; Thence continuing North 89°51'00" East, along the North line, a distance of 55.79 feet, to a point just beyond the Southerly side of an existing buffer wall, said point being on a non-tangent segment of a curve; Thence along said segment of a curve to the right having a arc length of 98.94 feet, and a radius of 340.63 feet, (said curve having a radial bearing of North 39°45'43" West, and a chord bearing and distance of South 58°33'35" West, 49.82 feet), to a point on the Easterly line of Tract "F" and the Westerly right-of-way line of "Northfork Drive", said point being on a non-tangent segment of a curve; thence along the Westerly right-of-way line of platted "Northfork Drive" through said segment of a curve having an arc length of 58.60 feet, and a radius of 740.00 feet, (said curve having a radial bearing of South 63°21'15" East, and a chord bearing and distance of North 28°54'52" East, 58.59 feet) to the Point of Beginning.

Return via Palm Beach County interoffice mail to:
Kaye Weichel, Right-of-Way Specialist
Palm Beach County, Engineering & Public Works Department
Roadway Production Division
2300 North Jog Road, 3rd Floor West
West Palm Beach, Florida 33411-2750

This Instrument Prepared by:
Yelizaveta B. Herman, Assistant County Attorney
Palm Beach County Attorney's Office
Post Office Box 21229
West Palm Beach, Florida 33416-1229

Property Control Number: N/A

Purchase Price: \$0

Closing Date: _____

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NORTHFORK DRIVE

PARCEL NO.: N/A

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Property more particularly described in Exhibit "A" attached hereto and made a part hereof.

Reserving, however, unto County, its successors and assigns, an undivided three-fourths (3/4) interest in, and title in and to an undivided three-fourths (3/4) interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the said land and an undivided one-half (1/2) interest in all petroleum that is or may be in, on, or under said land.

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

ATTEST:

JOSEPH ABRUZZO,
CLERK OF THE CIRCUIT COURT
& COMPTROLLER

By: _____
Deputy Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

By: abh _____
Assistant County Attorney

County:

PALM BEACH COUNTY,
a political subdivision of the State of Florida,
by and through its Board of County Commissioners

By: _____
Robert S. Weinroth, Mayor

(Official Seal)

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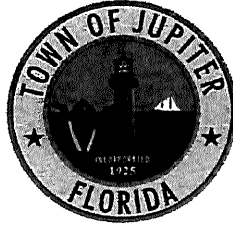
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July 21, 2021

Email & U.S.P.S.

Morton L. Rose, P.E., Division Director
Palm Beach County Engineering, Roadway Production
2300 N. Jog Road – 3rd Floor West
West Palm Beach, FL 33411-2745

Re: Transfer of Jurisdictional Control and Right of Way Ownership of Longshore Drive and Northfork Drive

Dear Mr. Rose:

The Town of Jupiter would like to request the transfer of jurisdictional responsibility and public right of way ownership of Longshore Drive and Northfork Drive from Palm Beach County to the Town of Jupiter.

Recent communications with county staff regarding various jurisdictional questions, maintenance responsibilities, and permitting requirements for the collector roadway lighting, resulted in a mutual consensus that a clear transfer of jurisdictional control and right of way ownership from Palm Beach County to the Town of Jupiter would be mutually beneficial, as it would clarify all jurisdictional, ownership, operation, maintenance considerations and responsibilities for these rights of way moving forward.

As the Town Council approved this request at their regular meeting on July 20, 2021, please accept this as the Town's official request to convey the jurisdictional control, maintenance responsibilities and ownership of the existing rights of way to the Town.

Thank you for your consideration. If you have any questions or need additional information, please contact Mr. Thomas V. Driscoll, P.E, Director of Engineering, Parks, & Public Works at (561) 741-2215 or Thomasd@Jupiter.fl.us

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Benoit", with a long horizontal flourish extending to the right.

Matt Benoit
Town Manager

cc: Mayor and Town Council
Thomas Driscoll