

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	=====	=====	=====	=====	=====
No. ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included In Current Budget? Yes _____ No _____

Budget Account No.: Fund _____ Department _____ Unit _____
 Object _____ Reporting Category _____

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

NO FISCAL IMPACT

C. Departmental Fiscal Review: Pat D'Agostino

III. REVIEW COMMENTS

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

Sherry Brown
3/19 3/19 3/19
 OFMB

Angela Jacoby 3/21/16
 Contract Dev. and Control
 3/21/16

B. Legal Sufficiency:

Anne Delgent 3-21-16
 Assistant County Attorney

C. Other Department Review:

 Department Director

Prepared by:
Anne Helfant
Asst. County Atty.
Return to: w/c box 1066
Acct #: 1010



CFN 20160050574
OR BK 28102 PG 0475
RECORDED 02/12/2016 14:41:06
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pg 0475 - 477; (3pgs)

**TERMINATION OF
REMOVAL AGREEMENT
BETWEEN PALM BEACH COUNTY AND**

This Agreement (the "Agreement") is made and entered into on the th 27 day of January 2016, by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and Howell Garolsky and Doree Garolsky ("Property Owners").

WITNESSETH:

WHEREAS, Tom Hoecker and Theresa Hoecker, h/w, as the previous owner of the property located at 2911 South Military Trail, 13-44-42, N 98 FT OF S 198 FT OF E 630 FT OF N 1/2 OF SE 1/4 OF SE 1/4 OF SW 1/4 /LESS E 53 FT/, (the "Property"), intended to construct a point of purchase sign in a future right of way or other easement within the County, which required a building permit from County; and

WHEREAS, County and Tom Hoecker and Theresa Hoecker, h/w, entered into a Removal Agreement for the future right of way or other easement, between County and Tom Hoecker and Theresa Hoecker, h/w, dated February 12, 1979, recorded in Official Records Book 3077, Page 0879, of the public records of Palm Beach County affecting the Property (the "Removal Agreement"); and

WHEREAS, the point of purchase sign located in the future right of way or other easement of the County was never constructed; and

WHEREAS, County and Property Owner desire to terminate the Removal Agreement; and

WHEREAS, it is in County's best interest to terminate the Removal Agreement.

NOW, THEREFORE, in consideration of Ten Dollars and no cents (\$10.00), in lawful money in hand paid and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. The recitals set forth above are true and correct and form a part of this Agreement.
2. The parties hereby terminate, cancel and extinguish the Removal Agreement, and do hereby mutually agree Property Owner shall be liable to County for any and all claims or causes of action which may have arose from the Removal Agreement prior to the date of this Agreement.
3. This Agreement shall be effective upon execution of the parties hereto.

IN WITNESS WHEREOF, the Executive Director of Planning, Zoning & Building as designee of the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County and Property Owner has hereunto set its hand the day and year above written.

Approved as to form and legal Sufficiency

Approved as to terms and Conditions

By: Anne DeFert
Assistant County Attorney

By: Rebecca D. Caldwell
Rebecca D. Caldwell
PZ&B Executive Director

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of February, 2016 by Rebecca D. Caldwell, Executive Director of Planning, Zoning & Building Department, on behalf of Palm Beach County. She is [] personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)



AFFETTE R. MCINTOSH
MY COMMISSION # FF 939548
EXPIRES: November 30, 2019
Bonded Thru Budget Notary Services

My commission expires: 11/30/19

Affette R. McIntosh
Notary Public

Affette R. McIntosh
Printed or Typed Name of Notary

WITNESSES:

Property Owner:

D. Brink
Signature

Damian Brink
Print Name

[Signature]
Signature

Josh Nichols
Print Name

Howell Garolsky
Signature

Howell Garolsky
Print Name

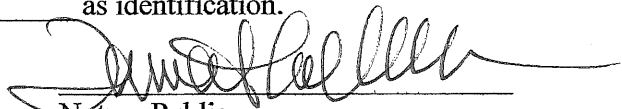
property owner
Title

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20th day of Jan,
2016 by Howell Garolsky as _____ on
behalf of Property Owner. He or she is personally known to me or has produced
_____ as identification.

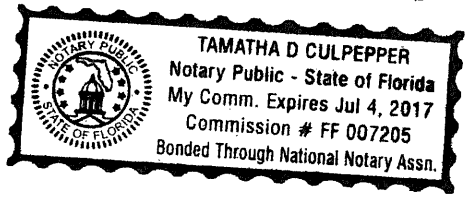
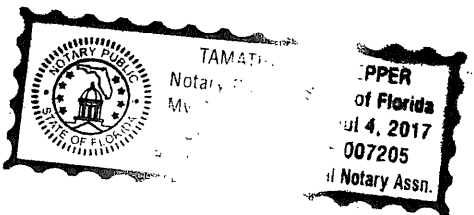
(NOTARY SEAL)



Notary Public

My commission expires: 7/4/17

TAMATHA D. CULPEPPER
Printed or Typed Name of Notary





Prepared by and return to:
 Jacquelyn Anderson
 Palm Beach County Building Division
 2300 North Jog Road
 West Palm Beach, Florida 33411
 Act # 1010 w/c box 1066

CFN 20160061759
 OR BK 28119 PG 1456
 RECORDED 02/23/2016 15:17:26
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs. 1456 - 1458; (3pgs)

TERMINATION OF REMOVAL AGREEMENT

This Agreement (the "Agreement") is made and entered into on the 28 day of January 2016, by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and B.B.B. Plaza Outparcel Associates, Ltd., a Florida Limited Partnership ("Property Owner").

WITNESSETH:

WHEREAS, Delta Petroleum, Inc., as the previous owner of the property located at 4970 W Atlantic Avenue, southeast corner of Military Trail and W Atlantic Ave, SUAREZ DELRAY MOBILE TR A (the "Property"), installed a gas pump island with metal canopy in a future right of way or other easement within the County, which required a building permit from County; and

WHEREAS, County and Delta Petroleum, Inc. entered into a Removal Agreement for the future right of way or other easement, between County and Delta Petroleum, Inc., dated January 19, 1987, recorded in Official Records Book 5148, Page 0064, of the public records of Palm Beach County affecting the Property (the "Removal Agreement"); and

WHEREAS, the gas pump island with metal canopy located in the future right of way or other easement of the County has been removed; and

WHEREAS, County and Property Owner desire to terminate the Removal Agreement; and

WHEREAS, it is in County's best interest to terminate the Removal Agreement.

NOW, THEREFORE, in consideration of Ten Dollars and no cents (\$10.00), in lawful money in hand paid and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. The recitals set forth above are true and correct and form a part of this Agreement.
2. The parties hereby terminate, cancel and extinguish the Removal Agreement, and do hereby mutually agree Property Owner shall be liable to County for any and all claims or causes of action which may have arose from the Removal Agreement prior to the date of this Agreement.
3. This Agreement shall be effective upon execution of the parties hereto.

IN WITNESS WHEREOF, the Executive Director of Planning, Zoning & Building as designee of the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County and Property Owner has hereunto set its hand the day and year above written.

Approved as to form and legal Sufficiency

Approved as to terms and Conditions

By: Anne Helgert
Assistant County Attorney

By: Rebecca D. Caldwell
Rebecca D. Caldwell
PZ&B Executive Director

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17th day of February, 2016 by Rebecca D. Caldwell, Executive Director of Planning, Zoning & Building Department, on behalf of Palm Beach County. She is [] personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)  AFFETTE R. MCINTOSH
MY COMMISSION # FF 939548
EXPIRES: November 30, 2019
Bonded Thru Budget Notary Services

Affette R. McIntosh
Notary Public
Printed or Typed Name of Notary

My commission expires: 11/30/19

WITNESSES:

Property Owner:
B.B.B. PLAZA OUTPARCEL ASSOCIATES, LTD
by: B.B.B. PLAZA OUTPARCEL SP, LTD., G.P.
d/b/a B.B.B. OUTPARCEL LLC, G.P.

Sylvia Kanoff
Signature

SYLVIA KANOFF
Print Name

Chara Ashy
Signature

Chara Ashy
Print Name

Michael Kanoff
Signature

MICHAEL KANOFF
Print Name

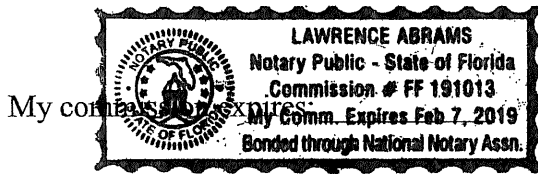
MANAGING MEMBER
Title

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 28th day of JANUARY,
2016 by MICHAEL KANOFF as MANAGING MEMBER on
behalf of Property Owner. or she is personally known to me or has produced
_____ as identification.

(NOTARY SEAL)



Lawrence Abrams
Notary Public

LAWRENCE ABRAMS
Printed or Typed Name of Notary

Prepared by and return to:
Jaquelyn Anderson
Palm Beach County Building Division
2300 North Jog Road
West Palm Beach, Florida 33411
Acct # 1010 w/c box 1066



CFN 20160061773
OR BK 28119 PG 1487
RECORDED 02/23/2016 15:19:29
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1487 - 1489; (3pgs)

TERMINATION OF REMOVAL AGREEMENT

This Agreement (the "Agreement") is made and entered into on the 17 day of February 2016, by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and Realtors Association of the Palm Beaches, Inc. ("Property Owners").

WITNESSETH:

WHEREAS, Mike Tuzzo, as the previous owner of the property located at 618 South Congress Avenue, PALM ACRES ESTATES LTS 1 TO 3 INC BLK 1, (the "Property"), intended to construct a cypress fence in a future right of way or other easement within the County, which required a building permit from County; and

WHEREAS, County and Mike Tuzzo entered into a Removal Agreement for the future right of way or other easement, between County and Mike Tuzzo, dated June 24, 1981, recorded in Official Records Book 3561, Page 0138, of the public records of Palm Beach County affecting the Property (the "Removal Agreement"); and

WHEREAS, the fence located in the future right of way or other easement of the County has been removed; and

WHEREAS, the portion of road where the property is located is owned by the Florida Department of Transportation; and

WHEREAS, County and Property Owner desire to terminate the Removal Agreement; and

WHEREAS, it is in County's best interest to terminate the Removal Agreement.

NOW, THEREFORE, in consideration of Ten Dollars and no cents (\$10.00), in lawful money in hand paid and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. The recitals set forth above are true and correct and form a part of this Agreement.
2. The parties hereby terminate, cancel and extinguish the Removal Agreement, and do hereby mutually agree Property Owner shall be liable to County for any and all claims or causes of action which may have arose from the Removal Agreement prior to the date of this Agreement.
3. This Agreement shall be effective upon execution of the parties hereto.

IN WITNESS WHEREOF, the Executive Director of Planning, Zoning & Building as designee of the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County and Property Owner has hereunto set its hand the day and year above written.

Approved as to form and legal Sufficiency

Approved as to terms and Conditions

By: Anne Welford
Assistant County Attorney

By: Rebecca D. Caldwell
Rebecca D. Caldwell
PZ&B Executive Director

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17 day of ^{February} ~~January~~ 2016, by Rebecca D. Caldwell, Executive Director of Planning, Zoning & Building Department, on behalf of Palm Beach County. She is [] personally known to me or [] has produced as identification.

(NOTARY SEAL)  AFFETTE R. MCINTOSH
MY COMMISSION # FF 939548
EXPIRES: November 30, 2019
Bonded Thru Budget Notary Services

Affette R. McIntosh
Notary Public
Affette R. McIntosh
Printed or Typed Name of Notary

My commission expires: 11/30/19

WITNESSES:

Property Owner:

Jennifer Merritt
Signature

Jennifer Merritt
Print Name

Kim Hansen
Signature

Kim Hansen
Print Name

Donna Hall
Signature

DIONNA HALL
Print Name

CEO
Title



STATE OF FL

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 8 day of January 2016, by Dionna Hall as CEO on behalf of Property Owner. He or she is personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)

Mary L Isaacs
Notary Public

My commission expires: 9/24/17

MARY L ISAACS
Printed or Typed Name of Notary



(Handwritten initials)



Prepared by and return to:
 Jacquelyn Anderson
 Palm Beach County Building Division
 2300 North Jog Road
 West Palm Beach, Florida 33411
 Act 1010 w/c box 106

CFN 20160061774
 OR BK 28119 PG 1490
 RECORDED 02/23/2016 15:19:29
 Palm Beach County, Florida
 Sharon R. Bock, CLERK & COMPTROLLER
 Pgs 1490 - 1492; (3pgs)

TERMINATION OF REMOVAL AGREEMENT

This Agreement (the "Agreement") is made and entered into on the 17 day of February 2016, by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and Realtors Association of the Palm Beaches, Inc. ("Property Owners").

WITNESSETH:

WHEREAS, Mike Tuzzo, as the previous owner of the property located at 618 South Congress Avenue, PALM ACRES ESTATES LTS 1 TO 3 INC BLK 1, (the "Property"), intended to construct a sign in a future right of way or other easement within the County, which required a building permit from County; and

WHEREAS, County and Mike Tuzzo entered into a Removal Agreement for the future right of way or other easement, between County and Mike Tuzzo, dated December 4, 1975, recorded in Official Records Book 2492, Page 1657, of the public records of Palm Beach County affecting the Property (the "Removal Agreement"); and

WHEREAS, the sign located in the future right of way or other easement of the County was never constructed; and

WHEREAS, the portion of road where the property is located is owned by the Florida Department of Transportation; and

WHEREAS, County and Property Owner desire to terminate the Removal Agreement; and

WHEREAS, it is in County's best interest to terminate the Removal Agreement.

NOW, THEREFORE, in consideration of Ten Dollars and no cents (\$10.00), in lawful money in hand paid and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the parties hereto covenant and agree to the following terms and conditions:

1. The recitals set forth above are true and correct and form a part of this Agreement.
2. The parties hereby terminate, cancel and extinguish the Removal Agreement, and do hereby mutually agree Property Owner shall be liable to County for any and all claims or causes of action which may have arose from the Removal Agreement prior to the date of this Agreement.
3. This Agreement shall be effective upon execution of the parties hereto.

IN WITNESS WHEREOF, the Executive Director of Planning, Zoning & Building as designee of the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County and Property Owner has hereunto set its hand the day and year above written.

Approved as to form and legal Sufficiency

Approved as to terms and Conditions

By: Anne Delgant
Assistant County Attorney

By: Rebecca D. Caldwell
Rebecca D. Caldwell
PZ&B Executive Director

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17 day of ^{February} ~~January~~ 2016, by Rebecca D. Caldwell, Executive Director of Planning, Zoning & Building Department, on behalf of Palm Beach County. She is [] personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)  AFFETTE R. MCINTOSH
MY COMMISSION # FF 939548
EXPIRES: November 30, 2019
Bonded Thru Budget Notary Services

Affette R. McIntosh
Notary Public
Printed or Typed Name of Notary

My commission expires: 11/30/19

WITNESSES:

Property Owner:

Jennifer Merritt
Signature
Jennifer Merritt
Print Name
Kim Hansen
Signature
KIM HANSEN
Print Name

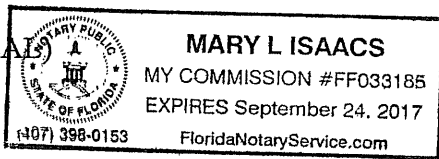
Dianna Hall
Signature
DIANNA HMC
Print Name
CEO
Title

STATE OF FL

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 14 day of January 2016, by Dionna Hall as CEO on behalf of Property Owner. He or she is personally known to me or [] has produced as identification.

(NOTARY SEAL)



Mary L Isaacs
Notary Public

MARY L ISAACS
Printed or Typed Name of Notary

My commission expires: 9-24-17