



**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)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT *</b>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<b>No. ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____

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: *Scott D'Agostino*

**III. REVIEW COMMENTS**

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

<p><u><i>John H. [Signature]</i></u> 6/22/16  <small>OFMB ET 6/20</small></p>	<p><u><i>Dr. J. Jacobson</i></u> 6/27/16  <small>Contract Dev. and Control</small>          6/23/16</p>
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**B. Legal Sufficiency:**

*Anne Oblegant* 6/28/16  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director



Prepared by and return to:  
 Jacquelyn Anderson  
 Palm Beach County Building Division  
 2300 North Jog Road  
 West Palm Beach, Florida 33411

CFN 20160187739  
 OR BK 28326 PG 1309  
 RECORDED 05/26/2016 15:18:43  
 Palm Beach County, Florida  
 Sharon R. Bock, CLERK & COMPTROLLER  
 Pgs 1309 - 1312; (4pgs)

**TERMINATION OF REMOVAL AGREEMENT**

This Agreement (the "Agreement") is made and entered into on the 26<sup>th</sup> day of May 2016, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and PGA Partners 100 LLC ("Property Owner").

**WITNESSETH:**

**WHEREAS**, Christopher Doyle as the general partner of Water Club Associates, LTD and the previous owner of the property located at 11511 Ellison Wilson Rd, HATTIES LANDING MUPD PAR A (LESS SLY 250 FT & WLY 150 FT IN OR23110P1409), (the "Property"), intended to construct signage and other structures in a future right of way or other easement within the County, which required a building permit from County; and

**WHEREAS**, County and Christopher Doyle entered into a Removal Agreement for the future right of way or other easement, between County and Water Club Assoc Ltd dated February 9, 1988, recorded in Official Records Book 5576, Page 521, of the public records of Palm Beach County affecting the Property (the "Removal Agreement 1"); and

**WHEREAS**, County and Christopher Doyle entered into a second Removal Agreement for the future right of way or other easement, between County and Chris Doyle dated May 24, 2004, recorded in Official Records Book 17471, Page 1099, of the public records of Palm Beach County affecting the Property (the "Removal Agreement 2"); and

**WHEREAS**, the signage and other structures located in the future right of way or other easement of the County pursuant to Removal Agreement 1 and Removal Agreement 2 were demolished by the Property Owner and are no longer located on the Property; and

**WHEREAS**, County and Property Owner desire to terminate Removal Agreement 1 and Removal Agreement 2; and

**WHEREAS**, it is in County's best interest to terminate Removal Agreement 1 and Removal Agreement 2 since the structures are no longer located on the Property.

**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 Removal Agreement 1 and Removal Agreement 2, 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 Removal Agreement 1 and Removal Agreement 2 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 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 Caldwell  
PZ&B Executive Director

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 26<sup>th</sup> day of May, 2016 by Rebecca D. Caldwell Executive Director of Planning, Zoning & Building Department, on behalf of Palm Beach County, who  is personally known to me or [ ] has produced \_\_\_\_\_ as identification.

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

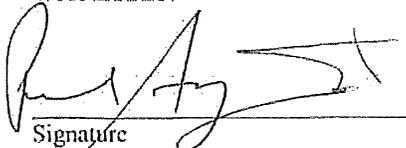
[Signature]  
Notary Public

My commission expires: 11/30/19

Affette R. McIntosh  
Printed or Typed Name of Notary

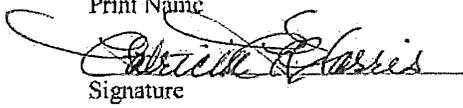
Termination of Removal Agreement  
11511 Ellison Wilson Road  
Page 3 of 3

WITNESSES:

  
\_\_\_\_\_  
Signature

Paul Angelo

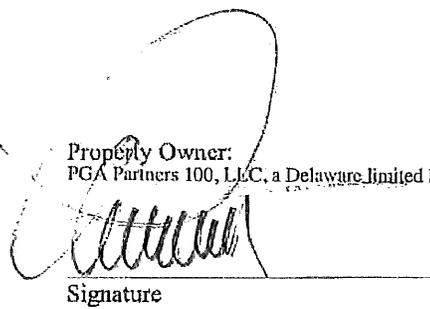
Print Name

  
\_\_\_\_\_  
Signature

Patricia R. Harris

Print Name

Property Owner:  
PGA Partners 100, LLC, a Delaware limited liability company

  
\_\_\_\_\_  
Signature

Nicholas A. Mastroianni, II

Print Name

Co-Manager

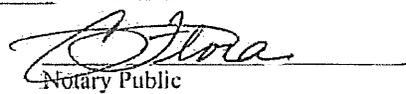
Title

STATE OF FLORIDA

COUNTY OF PAUM BEACH

The foregoing instrument was acknowledged before me this 9<sup>th</sup> day of May,  
2016 by Nicholas A. Mastroianni, II as Co-Manager on  
behalf of Property Owner, who [] is personally known to me or [] has produced  
\_\_\_\_\_ as identification.

(NOTARY SEAL)

  
\_\_\_\_\_  
Notary Public

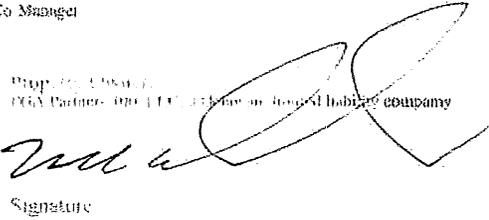
My commission expires: \_\_\_\_\_

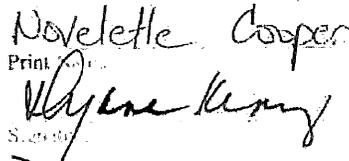
CYNTHIA FLORA  
Printed or Typed Name of Notary



CYNTHIA D. FLORA  
MY COMMISSION # FF 190682  
EXPIRES: January 20, 2019  
Bonded Thru Budget Notary Services

WITNESSES

Property Owner  
COA Partner - 100% LLC - the an bonded habitation company  


  
Signature  
Navelette Cooper  
Print Name  
  
Secretary  
Dyan Kenney  
Print Name

Signature  
Mark A. Gensheimer  
Print Name  
Co-Manager  
Title

STATE OF Florida  
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of May  
2016 by Mark A Gensheimer as Co-Manager on  
behalf of Property Owner, who [X] is personally known to me or [ ] has produced  
\_\_\_\_\_ as identification

(NOTARY SEAL)   
Notary Public

My commission expires: \_\_\_\_\_ Printed or Typed Name of Notary



STATE OF FLORIDA • PALM BEACH COUNTY  
I hereby certify that the foregoing is a  
true copy of the record in my office with  
redactions, if any as required by law.  
THIS 20<sup>th</sup> DAY OF May 2016  
SHAWN R. BOCK  
CLERK & COMPTROLLER  
By  DEPUTY CLERK