

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
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:

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

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

Steve Pina 7/18/17
 OFMB 7/18

Ann J. Jacobson 7/20/17
 Contract Dev. and Control
 7/18/17

B. Legal Sufficiency:

Anne Delgent 7-21-17
 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 20170227379
OR BK 29176 PG 0442
RECORDED 06/23/2017 13:34:59
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pag 0442 - 447 (6pgs)

TERMINATION OF REMOVAL AGREEMENT

This Agreement (the "Agreement") is made and entered into on the 20 day of June 2017, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and Kodiak Custom Homes, Inc. and Gastion, Inc. ("Property Owners").

WITNESSETH:

WHEREAS, Claude Fettu ("Previous Owner") as the previous owner of the property located at 47 N Cleary Rd, West Palm Beach, Florida 33413, PCN 00-42-43-27-05-006-3707, legally described in attached Exhibit "A" (the "Property"), intended to construct a chain link fence in a future right of way or other easement within the County, which required a building permit from County; and

WHEREAS, County and Previous Owner entered into a Removal Agreement for the future right of way or other easement, between County and Previous Owner dated October 27, 1978, recorded on November 27, 1978 in Official Records Book 2963 Page 1095, of the public records of Palm Beach County affecting the Property ("Removal Agreement"); and

WHEREAS, the chain link fence located in the future right of way or other easement of the County was removed by Property Owners and is no longer located on the Property; and

WHEREAS, on August 30, 1984, Rejane Fettu, the unmarried widow of Previous Owner executed a warranty deed to Alpine Forming, Inc., granting ownership of the Property to Alpine Forming, Inc., recorded on August 30, 1984 in Official Records Book 4336 Page 0244 of the public records of Palm Beach County; and

WHEREAS, on September 6, 1988, Alpine Forming, Inc., executed a warranty deed to Claudio Gnani and Vito Barbuto, granting ownership of the Property to Claudio Gnani and Vito Barbuto, recorded on September 9, 1988 in Official Records Book 5802 Page 420 of the public records of Palm Beach County; and

WHEREAS, on September 26, 2001, Claudio Gnani and Vito Barbuto executed a warranty deed to Kodiak Custom Homes, Inc., granting ownership of the Property to Kodiak Custom Homes, Inc., recorded on September 26, 2001 in Official Records Book 12936 Page 1559 of the public records of Palm Beach County; and

WHEREAS, on May 10, 2006, Kodiak Custom Homes, Inc. executed a warranty deed to Global Force Investment Consulting, LLC, granting ownership of a portion of the Property to Global Force Investment Consulting, LLC, recorded on May 10, 2006 in Official Records Book 20321 Page 0868, of the public records of Palm Beach County; and

WHEREAS, on April 20, 2017, Global Force Investment Consulting, LLC executed a special warranty deed to Gastion, Inc., granting ownership of a portion of the Property to Gastion, Inc., recorded on April 21, 2017 in Official Records Book 29036 Page 0754, of the Public Records of Palm Beach County; and

Initial CJ
Initial GB

WHEREAS, the chain link fence located in the future right of way or other easement of the County were removed by Property Owners and is no longer located on the Property; and

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

WHEREAS, it is in County's best interest to terminate the Removal Agreement since the structure is 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 the Removal Agreement, and do hereby mutually agree Property Owners 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, Patrick Rutter, 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 Delgado
Assistant County Attorney

By: Patrick Rutter
Patrick Rutter, PZ&B Executive Director

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of June, 2017 by Patrick Rutter, 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 SEAL)

My commission expires: 9/29/19

Jacquelyn B. Anderson
 Notary Public
 MY COMMISSION # FF 922453
 EXPIRES: September 29, 2019
 Bonded Through Budget Notary Services
 Printed or Typed Name of Notary

WITNESSES:

Property Owner:
KODIAK CUSTOM HOMES, INC.

[Signature]
Signature

Bright L. Goodman
Print Name

[Signature]
Signature

Alessandria Palmer
Print Name

[Signature]
Signature

Joni Brinkman
Print Name

Agent - Urban Design
Title
Kilday Studios

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 14th day of June, 2017 by Joni Brinkman as Agent on behalf of Property Owner, KODIAK CUSTOM HOMES, INC., who is personally known to me or has produced as identification.

(NOTARY SEAL) 

[Signature]
Notary Public

My commission expires: 7/31/18

MARTY R.A. MINOR
Printed or Typed Name of Notary

WITNESSES:

Property Owner:
GASTION, INC.

[Signature]
Signature

CARLOS GARCIA
Print Name

[Signature]
Signature

Dayana Pacheco
Print Name

[Signature]
Signature

CARLOS FONTECILLA
Print Name

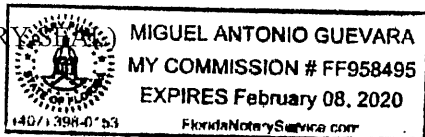
PRESIDENT.
Title

STATE OF Florida

COUNTY OF MIAMI DADE

The foregoing instrument was acknowledged before me this 9 day of JUNE 2017, 2017 by Carlos Fontecilla as _____ on behalf of Property Owner, GASTION, INC., who [] is personally known to me or [] has produced _____ as identification.

(NOTARY STATE)



My commission expires: Feb 8, 2020

[Signature]
Notary Public

Miguel A Guevara
Printed or Typed Name of Notary

Exhibit "A"

The east 315 feet of a parcel of land lying in Tract 37, Block 6, Palm Beach Farms Company Plat No. 3, recorded in Plat Book 2, page 46, in Section 33, Township 43 South, Range 42 East, more particularly described as follows: beginning at the Southeast corner of said Tract 37; thence on an assumed bearing of South $89^{\circ}26'36''$ West, along the South line of said Tract 37, a distance of 229.76 feet to the North right-of-way line of State Road 80; thence North $88^{\circ}09'09''$ West, along said right-of-way line, a distance of 260.62 feet; thence North $87^{\circ}56'10''$ West, along said right-of-way line, a distance of 300.17 feet more or less to a point in a line 200 feet East of and parallel to the West line of said Tract 37; thence North $0^{\circ}35'24''$ West, along said parallel line, a distance of 309.16 feet; thence North $89^{\circ}26'36''$ East a distance of 160 feet; thence South $0^{\circ}35'24''$ East, a distance of 66.20 feet; thence South $88^{\circ}57'26''$ East, a distance of 630.25 feet more or less to the East line of said Tract 37; thence South $0^{\circ}35'24''$ East, along said East line, a distance of 250 feet to the point of beginning.

CONSENT FORM

This form shall serve as CONSENT for the agent identified below to prepare or have prepared and submit all documents pertaining to the release of sign and fence removal agreements for future right of way recorded in Official Record Book 2963, Page 1095, Official Records Book 6977, Page 1844, and Official Records Book 7554, Page 1101, Public Records of Palm Beach County, Florida on the property that Kodiak Custom Homes, Inc. ("Kodiak") has an ownership interest in.

I hereby give CONSENT to URBAN DESIGN KILDAY STUDIOS to act on Kodiak's behalf, to submit or have submitted all required material and documents, and to attend and represent it at all meetings pertaining to the document releases indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of this process.

OWNER – Kodiak Custom Homes, Inc.

Lucky Mata
(Name)

[Handwritten Signature]
(Signature)

1024 Larch Way, Wellington
(Address)

FL 33414
(City, State, Zip)

AGENT – Urban Design Kilday Studios

Joni Brinkman
(Name)

610 Clematis Street, CU-02
(Address)

West Palm Beach, FL 33401
(City, State, Zip)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH

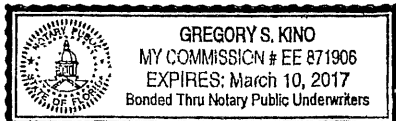
The foregoing instrument was acknowledged before me this 30th day of December, 2016 by Lucky Mata, President. He is personally known to me or has produced FDL M300537603640 as identification and did/did not take an oath.

Gregory S. Kino
(Name)

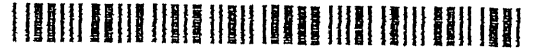
[Handwritten Signature]
(Signature)

My Commission Expires on: _____

NOTARY'S SEAL OR STAMP



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



CFN 20170227380

DR BK 29176 PG 0448
RECORDED 06/23/2017 13:34:59
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pas 0448 - 452; (5pgs)

TERMINATION OF REMOVAL AGREEMENTS

This Agreement (the "Agreement") is made and entered into on the 20 day of June 2017, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and Kodiak Custom Homes, Inc. and Gastion, Inc. ("Property Owners").

WITNESSETH:

WHEREAS, Claudio Gnani and Vito Barbuto ("Previous Owners") as the previous owners of the property located at 47 N Cleary Rd, West Palm Beach, Florida 33413, PCN 00-42-43-27-05-006-3707, legally described as Part of tract 37, block 6 Palm Beach Farms No. 3 P. B 2 page 46 (the "Property"), intended to construct an on-premise sign in a future right of way or other easement within the County, which required a building permit from County; and

WHEREAS, County and Previous Owners entered into two Removal Agreements for the future right of way or other easement, between County and Previous Owners; the first dated September 27, 1991, recorded on October 3, 1991 in Official Records Book 6977 Page 1844, of the public records of Palm Beach County affecting the Property; and the second dated January 12, 1993, recorded on January 15, 1993 in Official Records Book 7554 Page 1101 ("Removal Agreements") and

WHEREAS, on September 26, 2001, Previous Owners executed a warranty deed to Kodiak Custom Homes, Inc., granting ownership of the Property to Kodiak Custom Homes, Inc., recorded on September 26, 2001 in Official Records Book 12936 Page 1559 of the public records of Palm Beach County; and

WHEREAS, on May 10, 2006, Kodiak Custom Homes, Inc. executed a warranty deed to Global Force Investment Consulting, LLC, granting ownership of a portion of the Property to Global Force Investment Consulting, LLC, recorded on May 10, 2006 in Official Records Book 20321 Page 0868, of the public records of Palm Beach County; and

WHEREAS, on April 20, 2017, Global Force Investment Consulting, LLC executed a special warranty deed to Gastion, Inc., granting ownership of a portion of the Property to Gastion, Inc., recorded on April 21, 2017 in Official Records Book 29036 Page 0754, of the Public Records of Palm Beach County; and

WHEREAS, the on-premise signs located in the future right of way or other easement of the County were removed by Property Owners and is no longer located on the Property; and

WHEREAS, County and Property Owners desire to terminate the Removal Agreements; and

Initial CS

Initial JB

WHEREAS, it is in County's best interest to terminate the Removal Agreements since the structure is 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 the Removal Agreements, and do hereby mutually agree Property Owners shall be liable to County for any and all claims or causes of action which may have arose from the Removal Agreements prior to the date of this Agreement.
3. This Agreement shall be effective upon execution of the parties hereto.

IN WITNESS WHEREOF, Patrick Rutter, 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 Owners, 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: Patrick Rutter
Patrick Rutter, PZ&B Executive Director

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of June, 2017 by Patrick Rutter, 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 SEAL)

My commission expires: 9/29/19

Jacquelyn B. Anderson
 Notary Public
 JACQUELYN B. ANDERSON
 MY COMMISSION # FF 922453
 EXPIRES: September 29, 2019
 Bonded Thru Budget Notary Services
 Printed or Typed Name of Notary

WITNESSES:

[Signature]
Signature

Briest L. Goodman.
Print Name

[Signature]
Signature

Alessandria Palmer
Print Name

Property Owner:

KODIAK CUSTOM HOMES, INC.

[Signature]
Signature

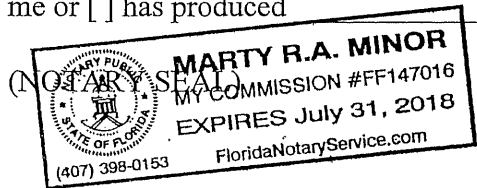
Joni Brinkman
Print Name

Agent - Urban Design
Title Kilday Studios

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 14th day of June, 2017 by Joni Brinkman as Agent on behalf of Property Owner, KODIAK CUSTOM HOMES, INC., who is personally known to me or has produced _____ as identification.



[Signature]
Notary Public

My commission expires: 7/31/18

Marty R.A. Minor
Printed or Typed Name of Notary

WITNESSES:

[Signature]
Signature

CARLOS GARCIA
Print Name

[Signature]
Signature

Dayana Pacheco
Print Name

Property Owner:
GASTION, INC.

[Signature]
Signature

CARLOS FONTECILLA
Print Name

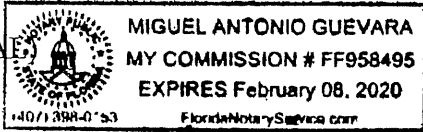
PRESIDENT
Title

STATE OF Florida

COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 9 day of JUNE 2017, 2017 by Carlos Fontecilla as _____ on behalf of Property Owner, GASTION, INC., who [] is personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)



My commission expires: Feb 8, 2020

[Signature]
Notary Public

MIGUEL A. GUEVARA
Printed or Typed Name of Notary

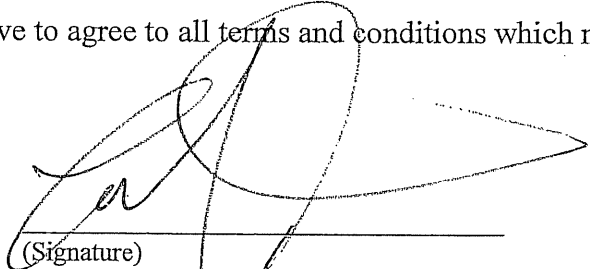
CONSENT FORM

This form shall serve as CONSENT for the agent identified below to prepare or have prepared and submit all documents pertaining to the release of sign and fence removal agreements for future right of way recorded in Official Record Book 2963, Page 1095, Official Records Book 6977, Page 1844, and Official Records Book 7554, Page 1101, Public Records of Palm Beach County, Florida on the property that Kodiak Custom Homes, Inc. ("Kodiak") has an ownership interest in.

I hereby give CONSENT to URBAN DESIGN KILDAY STUDIOS to act on Kodiak's behalf, to submit or have submitted all required material and documents, and to attend and represent it at all meetings pertaining to the document releases indicated above. Furthermore, I hereby give consent to the party designated above to agree to all terms and conditions which may arise as part of this process.

OWNER – Kodiak Custom Homes, Inc.

Lucky Mata
(Name)


(Signature)

1024 Larch Way, Wellington
(Address)

FL 33414
(City, State, Zip)

AGENT – Urban Design Kilday Studios

Joni Brinkman
(Name)

610 Clematis Street, CU-02
(Address)

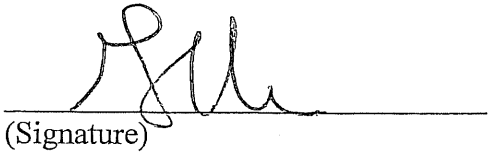
West Palm Beach, FL 33401
(City, State, Zip)

NOTARY PUBLIC INFORMATION:

STATE OF FLORIDA
COUNTY OF PALM BEACH

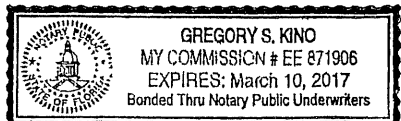
The foregoing instrument was acknowledged before me this 30th day of December, 2016 by Lucky Mata, President. He is personally known to me or has produced FDL M300537603640 as identification and did/did not take an oath.

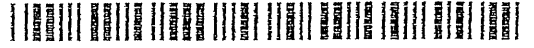
Gregory S. Kino
(Name)


(Signature)

My Commission Expires on: _____

NOTARY'S SEAL OR STAMP





CFN 20170231094

Prepared by and return to:
Jacquelyn Anderson
Palm Beach County Building Division
2300 North Jog Road
West Palm Beach, Florida 33411
W/C 1066 Acct #1010

DR BK 29182 PG 0578
RECORDED 06/27/2017 11:59:54
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 0578 - 580; (3pgs)

TERMINATION OF REMOVAL AGREEMENT

This Agreement (the "Agreement") is made and entered into on the 20 day of June 2017, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and BW Lake Worth Jog, LLC ("Property Owner").

WITNESSETH:

WHEREAS, Lake Worth Road Development Associates., A Florida General Partnership ("Previous Owner") as the previous owner of the property legally described as Palm Beach Co # 3 Tract 76, 77, 78 Block 22 Section 27 Township 44 Range 42 ("Property"), intended to construct an I.D. sign in a future right of way or other easement within the County, which required a building permit from County; and

WHEREAS, County and Previous Owner entered into a Removal Agreement for the future right of way or other easement, between County and Previous Owners, dated February 1, 1982, recorded on March 24, 1982, in Official Records Book 3695 Page 1565 ("Removal Agreement"); and

WHEREAS, on February 22, 2016, Previous Owner executed a special warranty deed to BW Lake Worth Jog, LLC, granting ownership of the Property to Property Owner, recorded on March 3, 2016, in Official Records Book 28139 Page 1460 of the public records of Palm Beach County; and

WHEREAS, the I.D. sign located in the future right of way or other easement of the County was removed and is no longer located on the Property; 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 since the structure is 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 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, Patrick Rutter, 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 Adelgent
Assistant County Attorney

By: Patrick Rutter
Patrick Rutter, PZ&B Executive Director

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of June, 2017 by Patrick Rutter, 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 SEAL)

My commission expires: 9/19/2019

Jacquelyn B. Anderson
 Notary Public
 MY COMMISSION # FF 922453
 EXPIRES: September 29, 2019
 Bonded Thru Budget Notary Services
 Printed or Typed Name of Notary

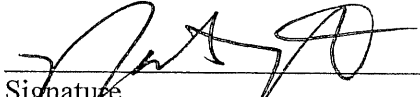
[This space intentionally left blank]

WITNESSES:



Signature
Ashley Rutherford

Print Name




Signature
Nate Leighton

Print Name

Property Owner:

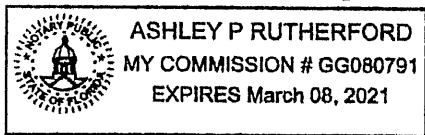
BW LAKE WORTH JOG, LLC, a
Florida limited liability company
By: Brightwork Real Estate, Inc., its
Manager


By: _____
Bradford G. Douglas, President


STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 14th day of June, 2017 by Bradford G. Douglas, President of Brightwork Real Estate, Inc., the Manager of Owner, BW LAKE WORTH, LLC. He is personally known to me.



(NOTARY SEAL)



Notary Public

Ashley Rutherford

Printed or Typed Name of Notary

My commission expires: _____