

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	November 20, 2018	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Workshop	<input type="checkbox"/> Public
Hearing Department:	Planning Zoning & Building		
Submitted By:	Building Division		
Submitted For:	Building Division		

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: the following Terminations of Removal Agreements (Agreement(s)) received during the months of March and May 2018.

- (A) Two unrecorded Agreements received during the month of March 2018
 4533 Kelmar Drive, LLC, owners of property located at 4533 Kelmar Drive, West Palm Beach, Florida 33415, PCN 00-42-44-12-05-000-0030.
 4533 Kelmar Drive, LLC, owners of property located at 4521 Kelmar Drive, West Palm Beach, Florida 33415, PCN 00-42-44-12-05-000-0010.

- (B) One recorded Agreement received during the month of March 2018
 BW 10th Military Trail, LLC, owners of property located at 4468 10th Avenue North, Palm Springs, Florida 33461, recorded in Official Record Book 29726, Page 0238 on March 21, 2018.

- (C) One recorded Agreement received during the month of May 2018
 Rex & Rex Unlimited, Inc., owners of property located at 3615 Northlake Blvd, West Palm Beach, Florida, 33410, PCN 00-43-42-18-00-000-7530, recorded in Official Record Book 29865, Page 453 on May 21, 2018.

Summary: The listed property owners entered into the Agreements for future right of way or other easements within the County and have decided to terminate them. The Agreements have been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Executive Director of the Planning, Zoning & Building Department in accordance with Resolution 2015-1863, and are now being submitted to the Board to receive and file. In accordance with County PPM CW-O-051, all delegated contracts/ agreements/ grants must be submitted by the initiating Department as a receive and file agenda item. Countywide (AH)

Background and Justification: A Resolution providing authority to execute a standard form of Termination of Removal Agreement with property owners (Resolution 2015-1863) was adopted by the Board to streamline the agenda process. The Board granted the County Administrator/Executive Director of Planning, Zoning & Building the authority to execute a standard form of Termination of Removal Agreement that include non-material changes when the County and property owners agree that a Termination of Removal Agreement is necessary to terminate a removal agreement.

Attachments: Terminations of Removal Agreements

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Recommended by:		10/19/18
	_____ Department Director	_____ Date

Approved By:		10/19/18
	_____ Assistant County Administrator	_____ Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT					
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item Included in Current Budget? Yes No X
 Does this item include the use of federal funds? Yes No X

Budget Account No:

Fund Agency Organization Object

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

No Fiscal impact associated with this agenda item

C. Departmental Fiscal Review:

Scott D. Aguirre

III. REVIEW COMMENTS:

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

Sharon 10/25/18
 OFMB 10/24 SP 10/23

Dr. J. J. [Signature] 10/25/18
 Contract Dev. & Control
 10/25/18 TW

B. Legal Sufficiency

Anne Delgent 10-29-18
 Assistant County Attorney

C. Other Department Review

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)

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

TERMINATION OF REMOVAL AGREEMENT

This Agreement (the "Agreement") is made and entered into on the 19th day of March 2018, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and 4533 Kelmar Drive LLC ("Property Owner").

WITNESSETH:

WHEREAS, Mario Pena, as the previous owner ("Previous Owner) of the property located at 4533 Kelmar Drive, West Palm Beach, Florida , legally described as KELMAR PARK LTS 1 & 2 (the "Property"), intended to construct a fence in a future right of way or other easement within 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 June 18, 2010, recorded in Official Records Book 23931 Page 1951, on July 1, 2010, of the public records of Palm Beach County affecting the Property (the "Removal Agreement"); and

WHEREAS, on July 2, 2014, Mario Pena and Natalie Grace Pena executed a warranty deed to 4533 Kelmar Drive LLC, granting ownership of the Property to 4533 Kelmar Drive LLC, recorded on July 11, 2014, in Official Records Book 26911 Page 0874, of the public records of Palm Beach County; and

WHEREAS, the fence located in the future right of way or other easement of County was 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 County and Property Owner has hereunto set its hand the day and year above written.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: *PR*
Patrick Rutter, Executive Director
Planning, Zoning & Building Department

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19th day of March, 2018 by Patrick Rutter, Executive Director of Planning, Zoning & Building Department, on behalf of Palm Beach County. He is [] personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)



ALISON CIRINO
MY COMMISSION # FF 146287
EXPIRES: July 29, 2018
Bonded Thru Budget Notary Services

Alison Cirino
Notary Public
Printed or Typed Name of Notary

My commission expires: _____

Approved as to Form and Legal
Sufficiency:

By: *Anne DeFiant*
Assistant County Attorney

Approved as to Terms and Conditions:

By: *DW*
Doug Wise, Director
Palm Beach County Building Division

WITNESSES:

PROPERTY OWNER:

4533 KELMAR DR LLC, a Florida limited liability company.

Princess Pund
Signature

PRINCESS PUND
Print Name

[Signature]
Signature

Jenett Plasencia
Print Name

[Signature]
Signature

MARIO PEÑA
Print Name

President
Title

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6th day of March, 2018 by Mario Peña as President on behalf of Property Owner. He/she is personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public

My commission expires: JAN 13, 2022

Sarah Buttrich
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

TERMINATION OF REMOVAL AGREEMENT

This Agreement (the "Agreement") is made and entered into on the 19th day of March 2018, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and 4533 Kelmar Drive LLC ("Property Owner").

WITNESSETH:

WHEREAS, Checker Oil Company of Florida d/b/a Imperial Oil Company, as the previous owner ("Previous Owner) of the property located at 4521 Kelmar Drive (f/k/a 1247 S. Military Trl), West Palm Beach, Florida, legally described as Lots 1 and 2, Kelmar Park, according to the plat thereof on file in the office of the Clerk of the Circuit court in and for Palm Beach County, Florida, in Plat 23, Page 1 (the "Property"), intended to construct a pole sign in a future right of way or other easement within 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 May 12, 1982 recorded in Official Records Book 3920 Page 0353, on April 14, 1983, of the public records of Palm Beach County affecting the Property (the "Removal Agreement"); and

WHEREAS, on December 18, 1997, Emro Marketing Company (successor by merger to Checker Oil Company of Florida) executed a quitclaim deed to Marathon Oil Company, granting ownership of the Property to Marathon Oil Company, recorded on February 26, 1998, in Official Records Book 10248 Page 790, of the public records of Palm Beach County; and

WHEREAS, on May 7, 1999, Marathon Oil Company executed a limited warranty deed to Access Properties, Inc., granting ownership of the Property to Access Properties, Inc., recorded on May 18, 1999, in Official Records Book 11113 Page 1098, of the public records of Palm Beach County; and

WHEREAS, on October 11, 2005, Access Properties, Inc. executed a warranty deed to Mario Pena and Natalie Grace Pena, granting ownership of the Property to Mario Pena and Natalie Grace Pena, recorded on November 21, 2005, in Official Records Book 19563 Page 1847, of the public records of Palm Beach County; and

WHEREAS, on July 2, 2014, Mario Pena and Natalie Grace Pena executed a warranty deed to 4533 Kelmar Drive LLC, granting ownership of the Property to 4533 Kelmar Drive LLC, recorded on July 11, 2014, in Official Records Book 26911 Page 0874, of the public records of Palm Beach County; and

WHEREAS, the pole sign located in the future right of way or other easement of County was 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 County and Property Owner has hereunto set its hand the day and year above written.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: *Pat*
Patrick Rutter, Executive Director
Planning, Zoning & Building Department

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19th day of March, 2018 by Patrick Rutter, Executive Director of Planning, Zoning & Building Department, on behalf of Palm Beach County. He is [] personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)

 Alison Cirino
Notary Public

My commission expires: _____

 Alison Cirino
Printed or Typed Name of Notary



Approved as to Form and Legal
Sufficiency:

Approved as to Terms and Conditions:

By: Anne Delgant
Assistant County Attorney

By: X
Doug Wise, Director
Palm Beach County Building Division

WITNESSES:

PROPERTY OWNER:

4533 KELMAR DR LLC, a Florida limited liability
company.

[Signature]
Signature

[Signature]
Signature

PRINCESS PONO
Print Name

MARIO PEÑA
Print Name

[Signature]
Signature

President
Title

Linett Plasencia
Print Name

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 6th day of March, 2018 by
MARIO PEÑA as President on behalf of
Property Owner. He/she is personally known to me or [] has produced
_____ as identification.

(NOTARY SEAL)

[Signature]
Notary Public

My commission expires: Jan 13th, 2022

Sarah Butruch
Printed or Typed Name of Notary



SARAH BUTRUCH
Commission # GG 173687
Expires January 13, 2022
Bonded Thru Budget Notary Services

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

TERMINATION OF REMOVAL AGREEMENT

This Agreement (the "Agreement") is made and entered into on the 19th day of March 2018, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and BW 10th Military LLC ("Property Owner").

WITNESSETH:

WHEREAS, Lantex Realty Corporation, as the previous owner ("Previous Owner") of the property located at 4468 10th Avenue North, Palm Springs, Florida, legally described in Exhibit "A" (the "Property"), intended to construct a free standing sign in a future right of way or other easement within 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 January 21, 1989, recorded in Official Records Book 5970 Page 203, on February 16, 1989, of the public records of Palm Beach County affecting the Property (the "Removal Agreement"); and

WHEREAS, on July 17, 2008, Lantex Realty Corporation executed a special warranty deed to F and A Food Property Corporation, granting ownership of the Property to F and A Food Property Corporation, recorded on August 12, 2008, in Official Records Book 22804 Page 0957, of the public records of Palm Beach County; and

WHEREAS, on March 26, 2014, F and A Food Property Corporation executed a warranty deed to Petroleum Advantage Properties LLC, granting ownership of the Property to Petroleum Advantage Properties LLC, recorded on April 10, 2014, in Official Records Book 26720 Page 0048, of the public records of Palm Beach County; and

WHEREAS, on August 31, 2017, Petroleum Advantage Properties LLC executed a special warranty deed to BW 10th Military, LLC, granting ownership of the Property to BW 10th Military, LLC, recorded on September 5, 2017, in Official Records Book 29335 Page 0972, of the public records of Palm Beach County; and

WHEREAS, the sign located in the future right of way or other easement of County was 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 County and Property Owner has hereunto set its hand the day and year above written.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: 
Patrick Rutter, Executive Director
Planning, Zoning & Building Department

STATE OF FLORIDA

COUNTY OF PALM BEACH


The foregoing instrument was acknowledged before me this 19th day of March, 2018 by Patrick Rutter, Executive Director of Planning, Zoning & Building Department, on behalf of Palm Beach County. He is [] personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)



My commission expires: _____

ALISON CIRINO
MY COMMISSION # FF 146287
EXPIRES: July 29, 2018
Bonded Thru Budget Notary Services



Notary Public

Alison Cirino
Printed or Typed Name of Notary

Approved as to Form and Legal
Sufficiency:

By: 
Assistant County Attorney

Approved as to Terms and Conditions:

By: 
Doug Wise, Director
Palm Beach County Building Division

WITNESSES:

PROPERTY OWNER:

BW 10TH MILITARY LLC, a Florida limited liability company.

[Signature]
Signature

Ashley Rutherford
Print Name

[Signature]
Signature

Nate Hightower
Print Name

[Signature]
Signature

Bradford G. Douglas
Print Name
President of Brightwork Real Estate, Inc.,
Manager of Owner
Title

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this day of February, 2018 by Bradford G. Douglas, President of Brightwork Real Estate, Inc., the Manager of BW 10th MILITARY, LLC on behalf of Property Owner. He/she is personally known to me or [] has produced as identification.

(NOTARY SEAL)

[Signature]
Notary Public

Ashley Rutherford
Printed or Typed Name of Notary

My commission expires:

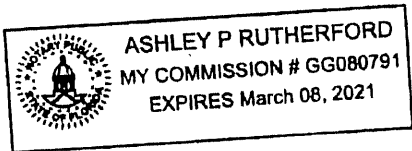


EXHIBIT "A"

A parcel of land in the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 24, Township 44 South, Range 42 East, Palm Beach County, Florida, more particularly described as follows:

The West 266.09 feet of that part of Lot 20, Model Land Company's Subdivision of the North Half (N 1/2) of Section 24, Township 44 South, Range 42 East, as recorded in Plat Book 5, Page 76, Public Records of Palm Beach County, Florida, lying North of the North line of Kenwood, as recorded in Plat Book 3, Pages 44 and 45, Public Records of Palm Beach County, Florida, LESS the North 20.00 feet and the West 28.0 feet thereof for State and County Road Rights of Way: AND

The West 5.0 feet of Lot 1174, all of Lots 1175 through 1179, the abandoned 20 foot wide alley lying West of said Lot 1179, and Lots 1180 through 1183, LESS the West 3.0 feet thereof, in Kenwood, as recorded in Plat Book pages 44 and 45, Public Records of Palm Beach County, Florida.

The above parcel of land can also be known by Metes and Bounds description as follows:

From the Northwest corner of the Southwest Quarter (SW 1/4) of the Northeast Quarter (NE 1/4) of Section 24, Township 44 South, Range 42 East, Palm Beach County, Florida, said point being the intersection of the center lines of State Road No. 809 (Military Trail) and 10th Avenue North; thence run Southerly on said centerline of State Road No. 809 (Military Trail) a distance of 25.00 feet; thence run Easterly, angling $89^{\circ}23'40''$ from South to East, a distance of 53.00 feet to the intersection of the Southerly right of way line of said 10th Avenue North with the Easterly right of way line of said State Road No. 809 (Military Trail), said point being 5.00 feet South and 28.00 feet East of the Northwest corner of Lot 20, Model Land Company's Subdivision of the North Half (N 1/2) of Section 24, Township 44 South, Range 42 East, as recorded in Plat Book 5 page 76, Palm Beach County, Public Records, and the Point of Beginning of the parcel herein conveyed; thence continue Easterly on said Southerly right of way line of 10th Avenue North a distance of 238.09 feet; thence run Southerly, angling $90^{\circ}36'20''$ from West to South, a distance of 209.61 feet to a point on the Northerly right of way line of Weymouth Street, as shown on the plat of Kenwood, as recorded in Plat Book 3 pages 44 and 45, Palm Beach County Public Records, said point being 5.00 feet East of the Southwest corner of Lot 1174 of said plat of Kenwood; thence run Westerly on said Northerly right of way line of Weymouth St., angling $89^{\circ}16'00''$ from North to West, a distance of 238.09 feet to the said Easterly right of way line of State Road No. 809 (Military Trail); thence run Northerly on said Easterly right of way line, angling $90^{\circ}44'00''$ from West to North, a distance of 209.07 feet to the Point of Beginning.

LESS AND EXCEPTING THEREFROM the Northerly 15.00 feet of the above described parcel of land for right of way as conveyed to Palm Beach County, State of Florida from ACE OIL COMPANY via Special Warranty Deed recorded May 2, 1968 in Official Record Book 1652 page 551 of the Public Records of Palm Beach County, Florida.

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

TERMINATION OF REMOVAL AGREEMENT

This Agreement (the "Agreement") is made and entered into on the 15 day of May 2018, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and REX & REX UNLIMITED, INC. ("Property Owner").

WITNESSETH:

WHEREAS, PREBEN KNUDSEN, as the previous owner ("Previous Owner) of the property located at 3615 Northlake Blvd, West Palm Beach, Florida 33403, formerly known as 3691 Northlake Blvd, West Palm Beach, Florida 33410, PCN 00-43-42-18-00-000-7530, legally described in attached Exhibit "A" (the "Property"), intended to construct a pole sign in a future right of way or other easement within 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 June 10, 1986, recorded in Official Records Book 4997 Page 0449, on September 8, 1986, of the public records of Palm Beach County affecting the Property (the "Removal Agreement"); and

WHEREAS, on October 21, 1997, KNUD PHEBEN KNUDSEN and LIS F. KNUDSEN executed a warranty deed to THE MAXIM GROUP, INC., a Delaware corporation, granting ownership of the Property to THE MAXIM GROUP, INC., recorded on October 24, 1997, in Official Records Book 10051 Page 512, of the public records of Palm Beach County; and

WHEREAS, on August 26, 1998, THE MAXIM GROUP, INC. executed a warranty deed to CARPETMAX OF PALM BEACH, INC., a Georgia corporation, granting ownership of the Property to CARPETMAX OF PALM BEACH, INC., recorded on September 14, 1998, in Official Records Book 10636 Page 663, of the public records of Palm Beach County; and

WHEREAS, on December 30, 1998, CARPETMAX OF PALM BEACH, INC. executed a warranty deed to REALTY INCOME CORPORATION, a Maryland corporation, d/b/a REALTY INCOME PROPERTIES, INC., granting ownership of the Property to REALTY INCOME CORPORATION, recorded on January 12, 1999, in Official Records Book 10868 Page 1466, of the public records of Palm Beach County; and

WHEREAS, on October 1, 2001, REALTY INCOME CORPORATION executed a special warranty deed to REX & REX UNLIMITED, INC. a Florida corporation, granting ownership of the Property to REX & REX UNLIMITED, INC., recorded on October 4, 2001, in Official Records Book 12963 Page 0207, of the public records of Palm Beach County; and

WHEREAS, the pole sign located in the future right of way or other easement of the County was 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 County and Property Owner has hereunto set its hand the day and year above written.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: *Rutter*
Patrick Rutter, Executive Director
Planning, Zoning & Building Department

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 15 day of May, 2018 by Patrick Rutter, Executive Director of Planning, Zoning & Building Department, on behalf of Palm Beach County. He 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 McIntosh
Printed or Typed Name of Notary

My commission expires: 11/30/19

Approved as to Form and Legal
Sufficiency:

By: Anne DeFiant
Assistant County Attorney

Approved as to Terms and Conditions:

By: [Signature]
Doug Wise, Director
Palm Beach County Building Division

WITNESSES:

[Signature]
Witness 1 Signature

GREGORY C. PICKEN
Print Name

[Signature]
Witness 2 Signature

[Signature]
Print Name

PROPERTY OWNER:

REX & REX UNLIMITED, INC. a Florida
Corporation

[Signature]
Property Owner Signature

SUNIL KHETARPAL
Print Name

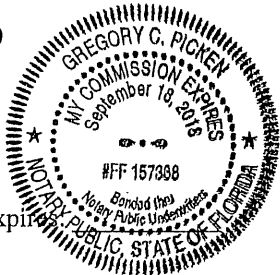
PRESIDENT
Title

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 8 day of MAY, 2018 by SUNIL KHETARPAL as PRESIDENT on behalf of Property Owner. He/she is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



My commission expires _____

[Signature]
Notary Public

GREGORY C. PICKEN
Printed or Typed Name of Notary

EXHIBIT "A"

The Southerly 698.65' of the West 100' of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 18, Township 42S, Range 43E less the Southerly 75' thereof for roadway purposes, containing 1.432 acres, more or less.

Together with the Southerly 307.47 feet of the East 10' of the West 110' of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 18, Township 42S, Range 43E, less the Southerly 75' thereof for roadway purposes containing .053 acres, more or less. Said land situate lying in Palm Beach County, Florida.