



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	<u>0</u>	=====	=====	=====	=====
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
<b>Is Item Included in Current Budget:</b>		Yes _____	No _____		
<b>Does this item include the use of federal funds?</b>		Yes _____	No _____		
Budget Account No:	Fund _____	Dept _____	Unit _____	Object _____	
		Program _____			

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

No fiscal impact.

Fixed Assets Number \_\_\_\_\_

**C. Departmental Fiscal Review:** Patricia Muller  
*Patricia Muller*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development Comments:**

Lucy Matus 6/8/22  
 OFMB CA 6-7-22 LM  
 6/7

Ar. J. Jambou 6/9/22  
 Contract Development and Control

**B. Legal Sufficiency:**  
[Signature] 6/10/22  
 Assistant County Attorney

**C. Other Department Review:**  
 \_\_\_\_\_  
 Department Director

**This summary is not to be used as a basis for payment.**

**Page 3**

**Background and Policy Issues (Cont'd):** The County Deed provided that the property would automatically revert to the County if: i) the Property is not used for a non-profit residential facility for children with physical and/or emotional disabilities; ii) the facilities consisting of four (4) houses and a recreation/administrative building were not completed, open, and operating within five (5) years; iii) any conveyance or assignment other than to an entity which merges with and/or acquires KidSanctuary, Inc., occurs without prior Board consent; and iv) the facility is not continuously operated for the specified purposes. In 2008, KidSanctuary transferred the property to a new development entity, KidSanctuary Campus, Inc. and requested an extension of the development milestones. KidSanctuary Campus purchased the two adjacent properties for future expansion of its program and requested that they be permitted to construct the recreation/administration/enrichment center on either the 5.57 acre parcel or the adjacent properties. KidSanctuary Campus has provided a Certificate of Occupancy for Phase 5, the final phase of the construction requirements, and has requested the County release said condition. This will complete all five phases of the construction requirements.

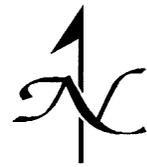
A February 22, 2011, letter from Charles L. Bender III, Founding Executive Director of Place of Hope and Villages of Hope, verified that Place of Hope, Inc., would operate (through an operating agreement) the KidSanctuary houses on the subject property. Place of Hope is the largest and most diverse child welfare (foster care) organization in Palm Beach County. It has been operating for 20 plus years and since 2012 has had a management agreement with KidSanctuary by which it handles the foster care placement made at the campus location. Place of Hope, Inc., provided a Beneficial of Interest Affidavit identifying it as a non-profit where no individual or entity is considered to have a beneficial interest in Place of Hope, Inc.



March 16, 2022

00-42-44-05-14-001-0000

AERIAL MAP



Attachment #1

Attachment #2  
Partial Release of Deed Restrictions (6 pages)

Prepared by & Return to:  
Della Lowery, Real Estate Specialist  
Palm Beach County  
Property & Real Estate Management Division  
2633 Vista Parkway  
West Palm Beach, Florida 33411-5605

PCN: 00-42-44-05-14-001-0000

## **PARTIAL RELEASE OF DEED RESTRICTIONS**

**This PARTIAL RELEASE** is made \_\_\_\_\_, by **PALM BEACH COUNTY**, a political subdivision of the State of Florida (“Grantor”), whose address is 2633 Vista Parkway, West Palm Beach, Florida 33411-5605 and **KIDSANCTUARY CAMPUS, INC.**, a Florida non-profit corporation (“Grantee”), whose address is 5228 Lake Osborne Drive, Lake Worth, Florida 33461.

### **WITNESSETH:**

**WHEREAS**, Grantor by County Deed dated June 6, 2006, recorded in Official Records Book 20521, Page 0293, of the public records of Palm Beach County, Florida, as modified by a Modification of Deed Restriction dated June 7, 2011, recorded in Official Records Book 24591, Page 0743, of the public records of Palm Beach County, Florida, and modified by a Second Modification of Deed Restrictions dated August 16, 2016, recorded in Official Records Book 28533, Page 0282, of the public records of Palm Beach County, Florida (collectively, “Deed”) conveyed to Grantee the land more particularly described on Exhibit “A”, attached hereto and made a part hereof (“Property”); and

**WHEREAS**, the Deed contains certain restrictions for the construction of four (4) houses and a recreation/administration building within a certain timeframe and requires consent from the Palm Beach County Board of County Commissioners prior to conveyance of the Property; and

**WHEREAS**, Grantee has requested that Grantor release the construction-related restriction as a Certificate of Occupancy has been issued for the four (4) houses and the recreation/administration building; and

**WHEREAS**, Grantor acknowledges that Grantee fulfilled its requirements to construct the four (4) houses and a recreation/administration building on the Property as set forth in the County Deed, as modified; and

**WHEREAS**, Grantee intends to convey the property to Place of Hope, Inc.; and

**WHEREAS**, Grantor consents to the conveyance of the Property to Place of Hope, Inc.

**NOW, THEREFORE**, for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing recitals are true and correct, and incorporated herein by reference.

Terms not defined herein have the same meaning ascribed to them in the Deed.

2. Section 2 of the Deed, as modified, is hereby deleted in its entirety.

3. Grantor hereby consents to the conveyance of the Property to Place of Hope, Inc.

4. Except as set forth herein, the Deed (and conditions and restrictions therein as amended) remains unmodified and in full force and effect, and the parties herein ratify, confirm and adopt the Deed, as modified in accordance with the terms thereof and acknowledge and agree that the same are and continue to be covenants running with the land encumbering the Property.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

**IN WITNESS WHEREOF**, the Grantor has caused this Partial Release of Deed to be executed as of the day and year first above written.

**ATTEST:**

**JOSEPH ABRUZZO**  
Clerk of the Circuit Court  
and Comptroller

**COUNTY:**

**PALM BEACH COUNTY**, a political  
subdivision of the state of Florida, by  
its Board of County Commissioners

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Robert S. Weinroth, Mayor

**APPROVED AS TO  
LEGAL SUFFICIENCY**

(OFFICIAL SEAL)

By:  \_\_\_\_\_  
Assistant County Attorney

\\pbcgov.org\FDO\Common\PREM\PM\Dispositions\Pioneer Road West\3 - Partial Release\Release of Deed Restrictions.hf app 5-18-2022.docx

WITNESS:

KIDSANCTUARY CAMPUS, INC., a  
Florida nonprofit corporation

Joanne Waddell  
Witness Signature

By: Concepcion Pasche

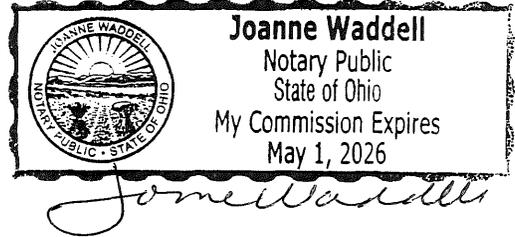
Joanne Waddell  
Print Witness Name

Title: President

Kristin Wimsatt  
Witness Signature

(SEAL)  
(corporation not for profit)

Kristin Wimsatt  
Print Witness Name



WITNESS:

PLACE OF HOPE, INC., a  
Florida nonprofit corporation

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Print Witness Name

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

(SEAL)  
(corporation not for profit)

\_\_\_\_\_  
Print Witness Name

WITNESS:

KIDSANCTUARY CAMPUS, INC., a  
Florida nonprofit corporation

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Print Witness Name

Title: \_\_\_\_\_

\_\_\_\_\_  
Witness Signature

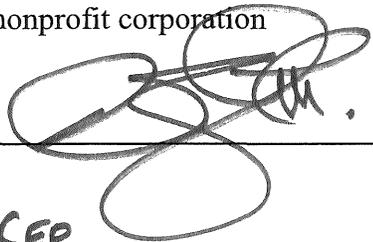
(SEAL)  
(corporation not for profit)

\_\_\_\_\_  
Print Witness Name

WITNESS:

PLACE OF HOPE, INC., a  
Florida nonprofit corporation

  
\_\_\_\_\_  
Witness Signature

By:  \_\_\_\_\_

Shannan Anderson  
\_\_\_\_\_  
Print Witness Name

Title: CEO \_\_\_\_\_

  
\_\_\_\_\_  
Witness Signature

(SEAL)  
(corporation not for profit)

Sabrina Hogue  
\_\_\_\_\_  
Print Witness Name

**Exhibit "A"**  
**Legal Description**

West 100 feet of Tract 24 (Less north 18 feet Pioneer Road & west 35 feet LWDD E-2W Canal rights-of-way), & part of Tract 25 lying northwest of & adjacent to Turnpike right-of-way (Less west 35 feet LWDD E-2W Canal right-of-way) Block 12 according to the Palm Beach Farms Co. PL No 3 as recorded in Plat Book 2, Pages 45 to 54 inclusive, public records of Palm Beach County, Florida (the "Property").

Attachment #3  
Letter – Transfer of KidSanctuary Campus, Inc. Property (2 pages)



March 1, 2022

**Via Email [dlowery@pbcgov.org](mailto:dlowery@pbcgov.org) and U.S. Mail**

**EXECUTIVE BOARD  
OF DIRECTORS**

Connie M. Frankino  
*Founder & Chairman of the Board*  
The Samuel J. & Connie M.  
Frankino Foundation

Sally Ann Nisberg  
*Vice President*  
The Wellness Center

Edward Ricci, Esq.  
Edward Ricci Law

Father Brian King  
*Treasurer*  
Secretary to the Bishop of the  
Diocese of Palm Beach County

**DIRECTORS**

Madeline Fink  
Retired CEO

Edward Ricci, Esq.  
Edward Ricci Law

**HONORARY TRUSTEES**

Dr. Mehmet Oz  
Director of Cardiovascular Unit,  
New York - Presbyterian Hospital,  
Talk Show Host and Author

Fredric M. Barr,  
M.D., F.A.C.S.  
Palm Beach Plastic &  
Cosmetic Surgery

Ms. Della Lowery, Real Estate Specialist  
Property & Real Estate Management  
2633 Vista Parkway  
West Palm Beach, FL 33411-5605

Re: Transfer of KidSanctuary Campus, Inc. Property to Place of Hope, Inc.

Dear Ms. Lowery:

KidSanctuary Campus, Inc. ("KidSanctuary") is a not-for-profit organization committed to providing a safe home for abused, abandoned and neglected children in Florida. Our mission is to ensure that each child receives the benefits of a sense of belonging and permanency in a caring and positive environment that nurtures self-esteem and hope. KidSanctuary is a charitable organization in Palm Beach County committed to assisting children who have been removed from their homes because of abuse, neglect or abandonment. On the 5.57 acre property graciously provided by Palm Beach County in 2006, it has built four homes on their five acre residential facility and play areas. KidSanctuary subsequently purchased an additional 5 acres of land and completed the construction of an enrichment center for the youth to enjoy. The campus includes 24-hour care and housing for the children who are considered the most vulnerable in the foster care system. KidSanctuary brings in expert, professional foster parents who raise the children living in our homes. They provide comfort, security and consistency. It is often the first time these children are in such a safe, structured environment. They may stay until reunited with their parents or they are adopted by a family.

Since its inception, KidSanctuary has partnered with Place of Hope, Inc, also a not-for-profit child welfare organization. Place of Hope is a faith-based, state licensed children and families organization offering housing and support services designed to end the cycles of abuse, neglect, homelessness, poverty, and human trafficking. Place of Hope offers support to children, youth, and families in desperate need. They are one of the largest and most diverse residential children and families organizations in Palm Beach County which strives daily to help our children, youth, and families find true healing and restoration, which leads to healthy, successful lives.

Place of Hope has a management agreement with KidSanctuary since 2012 by which Place of Hope manages the foster care placements made at the campus location. We have had a wonderful partnership with them for years. At this time,

700 South Dixie Highway • Suite 101 • West Palm Beach, FL 33401  
☎ KidSanctuary Campus, Inc. 🐦 @KidSanctuary  
Tel 561.653.8274 • Fax 561.653.8275 • [www.kidsanctuarycampus.org](http://www.kidsanctuarycampus.org)  
Debra M. Tornaben, *President*

KidSanctuary Campus, Inc. is a 501 (c)(3) not-for-profit charitable organization. Your donation is 100% tax deductible.

Ms. Della Lowery, Real Estate Specialist

March 1, 2022

Page 2

KidSanctuary wishes to transfer the campus property to Place of Hope, to continue providing foster care to the community as they currently do. This letter is a formal request to transfer the property from KidSanctuary to Place of Hope as required pursuant to the deed restriction set forth in the County's original conveyance to KidSanctuary (Official Records Book 20521, Page 293). Please let us know if you will require any additional information to timely process this request.

Sincerely yours,



Connie Frankino  
President & Founder  
KidSanctuary Campus

CF/sfd

Cc: Melissa McKinlay, County Commissioner (via email  
[MMcKinlay@pbcgov.org](mailto:MMcKinlay@pbcgov.org))  
Charles L. Bender, III, Executive Director, Place of Hope (via email  
[charlesb@placeofhope.com](mailto:charlesb@placeofhope.com))  
Gregory S. Kino, Esq. (via email [gkino@ciklinlubitz.com](mailto:gkino@ciklinlubitz.com))

Attachment #4  
Disclosure of Beneficial Interests (3 pages)

TENANT'S DISCLOSURE OF BENEFICIAL INTERESTS

TO: PALM BEACH COUNTY CHIEF OFFICER, OR HIS OR HER OFFICIALLY DESIGNATED REPRESENTATIVE

STATE OF FLORIDA  
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, this day personally appeared Charles L. Bender III, hereinafter referred to as "Affiant", who being by me first duly sworn, under oath, deposes and states as follows:

1. Affiant is the Chief Executive Officer (position - i.e. president, partner, trustee) of Place of Hope, Inc. (name and type of entity - i.e. ABC Corporation, XYZ Limited Partnership), (the "Tenant") which entity is the lessee of the real property legally described on the attached Exhibit "A" (the "Property").

2. Affiant's address is: 9018 Isaiah Lane, Palm Beach Gardens, FL 33418

3. Attached hereto, and made a part hereof, as Exhibit "B" is a complete listing of the names and addresses of every person or entity having a five percent (5%) or greater beneficial interest in the Tenant and the percentage interest of each such person or entity.

4. Affiant further states that Affiant is familiar with the nature of an oath and with the penalties provided by the laws of the State of Florida for falsely swearing to statements under oath.

5. Under penalty of perjury, Affiant declares that Affiant has examined this Affidavit and to the best of Affiant's knowledge and belief it is true, correct, and complete, and will be relied upon by Palm Beach County relating to its lease of the Property.

FURTHER AFFIANT SAYETH NAUGHT.

[Signature], Affiant

Print Affiant Name: Charles L. Bender III

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of  physical presence or  online notarization this 26 day of May, 2022, by Mariah Campbell  who is personally known to me or  who has produced \_\_\_\_\_ as identification and who did take an oath.

[Signature]  
Notary Public

Mariah Campbell  
(Print Notary Name)



NOTARY PUBLIC  
State of Florida at Large  
My Commission Expires: 08/07/2023

**EXHIBIT "A"**

**PROPERTY**

West 100 feet of Tract 24 (Less north 18 feet Pioneer Road & west 35 feet LWDD E-2W Canal rights-of-way), & part of Tract 25 lying northwest of & adjacent to Turnpike right-of-way (Less west 35 feet LWDD E-2W Canal right-of-way) Block 12 according to the Palm Beach Farms Co. PL No 3 as recorded in Plat Book 2, Pages 45 to 54 inclusive, public records of Palm Beach County, Florida (the "Property").

