

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date:	December 20, 2022	<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		

I. EXECUTIVE BRIEF

**Motion and Title:** Staff recommends motion to receive and file: Termination of Removal Agreement:

- A) Soapy Shark SR 7 LLC, owners of a property located at 5301 S State Road 7, Lake Worth, FL 33449, with PCN 00-42-43-27-05-035-0091, recorded in Official Record Book 33753, Page 1798, on August 3, 2022.

**Summary:** The listed property owner(s) entered into the Agreement for future right of way, or other easements within the County and decided to terminate said removal agreement. The Agreement has 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 is 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 (RM)

**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 includes non-material changes when the County and property owners agree that a Termination of Removal Agreement is necessary to terminate a removal agreement.

- Attachments:**
- 1. Termination of Removal Agreements
  - 2. Copy of Resolution 2015-1863

Recommended by:  11/23/2022  
 Department Director Date

Approved By:  12/13/22  
 Assistant County Administrator Date



**TERMINATION OF REMOVAL AGREEMENT**

This Agreement (the "Agreement") is made and entered into on the 12 day of JULY 2022, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and Soapy Shark SR 7 LLC ("Property Owner").

**WITNESSETH:**

**WHEREAS**, John A. Massa & Rose Massa doing business as MABA Enterprises, Inc. ("Previous Owner"), as the previous owner of the property formerly legally described as Palm Beach Farms County Plat #3 North ½ of Tract 9 less Road Right Of Way, Block 35, (the "Property"), intended to construct a sign that may have been 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 John A. Massa & Rose Massa, dated November 27, 1989, and recorded in Official Records Book 6313 Page 1978 of the public records of Palm Beach County affecting the Property (the "Removal Agreement"); and

**WHEREAS**, on October 18, 1989, Previous Owner executed a Warranty Deed granting ownership of the Property to MABA Enterprises, Inc., recorded on November 17, 1989, in Official Records Book 6265, Page 346 of the Public Records of Palm Beach County; and

**WHEREAS**, on June 29, 1993, the Clerk of the Circuit Court of Palm Beach County issued a Certificate of Title granting ownership of the property to Edward J. Ludwick and Marie F. Ludwick, recorded on June 29, 1989 in Official Records Book 7775, Page 784, of the Public Records of Palm Beach County; and

**WHEREAS**, on April 11, 1995, Edward J. Ludwick and Marie F. Ludwick executed a Special Warranty Deed granting ownership of the Property to Edward Junior Ludwick as Trustee of The Edward Junior Ludwick Revocable Trust, recorded on May 1, 1995, in Official Records Book 8725, Page 264 of the Public Records of Palm Beach County; and

**WHEREAS**, on May 30, 1995, Edward J. Ludwick and Marie F. Ludwick executed a Corrective Special Warranty Deed granting ownership of the Property to Edward Junior Ludwick as Trustee of The Edward Junior Ludwick Revocable Trust, recorded on June 15, 1995, in Official Records Book 8791, Page 1284 of the Public Records of Palm Beach County; and

**WHEREAS**, on March 1, 2013, Marie F. Ludwick, Edward Jay Ludwick and Douglas James Ludwick, Trustees of The Credit Shelter Trust, created under Article VI, paragraph 2A of The Edward Junior Ludwick Trust dated April 3, 1995 executed a Special Warranty Deed granting ownership of the Property to State Road 5301 LLC, recorded on March 6, 2013 in Official Records Book 25848, Page 0681 of the Public Records of Palm Beach County; and

**WHEREAS**, on December 15, 2021, State Road 5301 LLC executed a Warranty Deed granting ownership of the Property to Property Owner, recorded on December 15, 2021 in Official Records Book 33142, Page 1139 of the Public Records of Palm Beach County; and

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


PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

By: [Signature]  
Executive Director  
Planning, Zoning & Building Department

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 12<sup>th</sup> day of July, 2022 by RAMSAY BULKELEY, Executive Director of Planning, Zoning & Building Department, on behalf of Palm Beach County. He/she is  personally known to me or  has produced \_\_\_\_\_ as identification:

(NOTARY PUBLIC)  **DORETTE ROSS**  
Commission # HH 128003  
Expires May 10, 2025  
Bonded Thru Budget Notary Services

[Signature]  
Notary Public

My commission expires: 5/10/2025

DORETTE ROSS  
Printed or Typed Name of Notary

Approved as to form and legal Sufficiency  
By: [Signature]  
Assistant County Attorney

Approved as to terms and Conditions  
By: [Signature]  
Director  
Palm Beach County Building Division

WITNESSES:

Property Owner:

Jenna Lacy  
Signature

Jenna Lacy  
Print Name

[Signature]  
Signature

Rick Katz  
Print Name

[Signature]  
Signature

Todd Peter  
Print Name

Mgr  
Title

STATE OF FL

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of [  physical presence or  
[ ] online notarization this 24<sup>th</sup> day of June, 2022 by  
Todd Peter as mgr on behalf  
of Property Owner. He/she is [ ] personally known to me or [  ] has produced  
license as identification.

(NOTARY SEAL)

[Signature]  
Notary Public

My commission expires: 10/14/25

Rick Katz  
Printed or Typed Name of Notary



Rick J Katz  
Comm.: HH 186819  
Expires: Oct. 14, 2025  
Notary Public - State of Florida



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



CFN 20220327645

OR BK 33753 PG 1798  
RECORDED 08/03/2022 12:19:14  
Palm Beach County, Florida  
Joseph Abruzzo, Clerk  
ENT 1798 - 1800; (3pgs)

**TERMINATION OF REMOVAL AGREEMENT**

This Agreement (the "Agreement") is made and entered into on the 12 day of July 2022, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and Soapy Shark SR 7 LLC ("Property Owner").

WITNESSETH:

**WHEREAS**, John A. Massa & Rose Massa doing business as MABA Enterprises, Inc. ("Previous Owner"), as the previous owner of the property formerly legally described as Palm Beach Farms County Plat #3 North 1/2 of Tract 9 less Road Right Of Way, Block 35, (the "Property"), intended to construct a sign that may have been 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 John A. Massa & Rose Massa, dated November 27, 1989, and recorded in Official Records Book 6313 Page 1978 of the public records of Palm Beach County affecting the Property (the "Removal Agreement"); and

**WHEREAS**, on October 18, 1989, Previous Owner executed a Warranty Deed granting ownership of the Property to MABA Enterprises, Inc., recorded on November 17, 1989, in Official Records Book 6265, Page 346 of the Public Records of Palm Beach County; and

**WHEREAS**, on June 29, 1993, the Clerk of the Circuit Court of Palm Beach County issued a Certificate of Title granting ownership of the property to Edward J. Ludwick and Marie F. Ludwick, recorded on June 29, 1989 in Official Records Book 7775, Page 784, of the Public Records of Palm Beach County; and

**WHEREAS**, on April 11, 1995, Edward J. Ludwick and Marie F. Ludwick executed a Special Warranty Deed granting ownership of the Property to Edward Junior Ludwick as Trustee of The Edward Junior Ludwick Revocable Trust, recorded on May 1, 1995, in Official Records Book 8725, Page 264 of the Public Records of Palm Beach County; and

**WHEREAS**, on May 30, 1995, Edward J. Ludwick and Marie F. Ludwick executed a Corrective Special Warranty Deed granting ownership of the Property to Edward Junior Ludwick as Trustee of The Edward Junior Ludwick Revocable Trust, recorded on June 15, 1995, in Official Records Book 8791, Page 1284 of the Public Records of Palm Beach County; and

**WHEREAS**, on March 1, 2013, Marie F. Ludwick, Edward Jay Ludwick and Douglas James Ludwick, Trustees of The Credit Shelter Trust, created under Article VI, paragraph 2A of The Edward Junior Ludwick Trust dated April 3, 1995 executed a Special Warranty Deed granting ownership of the Property to State Road 5301 LLC, recorded on March 6, 2013 in Official Records Book 25848, Page 0681 of the Public Records of Palm Beach County; and

**WHEREAS**, on December 15, 2021, State Road 5301 LLC executed a Warranty Deed granting ownership of the Property to Property Owner, recorded on December 15, 2021 in Official Records Book 33142, Page 1139 of the Public Records of Palm Beach County; and

**WHEREAS**, the sign, which may have been located in the future right of way or other easement of 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.

This is not a legal document. It is for informational purposes only.

Termination of Removal Agreement  
5301 S State Road 7, Lake Worth, FL 33449  
Page 2 of 3

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: [Signature]  
Executive Director  
Planning, Zoning & Building Department

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 12<sup>th</sup> day of July, 2022 by RANSAY BULKELEY, Executive Director of Planning, Zoning & Building Department, on behalf of Palm Beach County. He/she is  personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC)  **DORETTE ROSS**  
Commission # HH 120003  
Expires May 10, 2025  
Bonded Thru Budget Notary Services

[Signature]  
Notary Public  
DORETTE ROSS  
Printed or Typed Name of Notary

My commission expires: 5/10/25

Approved as to form and legal Sufficiency

Approved as to terms and Conditions

By: [Signature]  
Assistant County Attorney

By: [Signature]  
Director  
Palm Beach County Building Division

This is not certified

Termination of Removal Agreement  
5301 S State Road 7, Lake Worth, FL 33449  
Page 3 of 3

WITNESSES:

Property Owner:

Jenna Lacy  
Signature

Jenna Lacy  
Print Name

[Signature]  
Signature

Rick Katz  
Print Name

[Signature]  
Signature

Todd Peter  
Print Name

Mgr  
Title

STATE OF FL

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of  physical presence or  
 online notarization this 24<sup>th</sup> day of June, 2022 by  
Todd Peter as mgr on behalf  
of Property Owner. He/she is  personally known to me or  has produced  
license as identification.

(NOTARY SEAL)

[Signature]  
Notary Public

My commission expires: 10/14/25

Rick Katz  
Printed or Typed Name of Notary



Rick J Katz  
Comm.: HH 186819  
Expires: Oct. 14, 2025  
Notary Public - State of Florida

This is Not a True Copy

52nd Place + St Rd 7



RESOLUTION NO. R-2015-1863

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA; ESTABLISHING A STANDARD FORM TERMINATION OF REMOVAL AGREEMENT; AUTHORIZING THE COUNTY ADMINISTRATOR OR HIS OR HER DESIGNEE TO EXECUTE A STANDARD FORM TERMINATION OF REMOVAL AGREEMENT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Palm Beach County ("County") reserves rights of way on private property in Palm Beach County, Florida; and

**WHEREAS**, the County also has maintenance rights for private drainage and lake maintenance easements within subdivisions in order to protect County infrastructure; and

**WHEREAS**, when property owners desire to construct a structure on the County's future right of way or private easements, the property owner is required to obtain a building permit from the County; and

**WHEREAS**, as a condition of obtaining a building permit to construct a structure within the County's future right of way or private easement, the property owner must enter into a removal agreement, which requires the property owner remove the structure, at the property owner's sole cost and expense in the event the structure is no longer compatible with the future right of way, or maintenance is required to be performed within the easement or the structure conflicts with an easement holder's use of the easement; and

**WHEREAS**, the property owner may remove the structure located on the County's future right of way or within the easement, therefore the removal agreement is no longer needed; and

**WHEREAS**, the County and property owners agree that a termination of removal agreement is necessary to terminate the removal agreement; and

**WHEREAS**, the Board of County Commissioners ("Board") desires to authorize the County Administrator or his or her designee to execute the standard form termination of removal agreement, which is attached as Attachment "A"; and

**WHEREAS**, the delegation to the County Administrator or his or her designee to execute the standard form termination of removal agreement would eliminate delays caused by requiring the termination of removal agreement to be brought before the Board for approval, which is consistent with the goal of the Board to streamline the agenda process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, that:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein. Terms not defined herein shall have the meaning ascribed to them in the Agreements.
2. **Standard Form Documents.** The Board hereby authorizes the County Administrator or his or her designee to execute the standard form Agreement, attached hereto and incorporated herein by reference as Attachment "A", on behalf of the Board of County Commissioners. The County Administrator or his or her designee is hereby authorized to execute standard form Agreements that include non-material changes, or incorporate new Board policies. For purposes of this Resolution, "non-material changes" means changes that do not modify the substantive obligations of the County. For purposes of this Resolution, the Executive Director of Planning, Zoning and Building shall be considered to be a designee of the County Administrator.
3. **Severability.** If any section, sentence, clause, phrase, or word of this Resolution is held invalid or unconstitutional by a Court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portions of this Resolution.
4. **Effective Date.** This Resolution shall become effective immediately upon adoption.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The foregoing Resolution was offered by Commissioner Abrams, who moved its adoption. The motion was seconded by Commissioner Valeche, and upon being put to a vote, the vote was as follows:

COMMISSIONER HAL R. VALECHE	- Aye
COMMISSIONER PAULETTE BURDICK	- Absent
COMMISSIONER SHELLEY VANA	- Absent
COMMISSIONER STEVEN L. ABRAMS	- Aye
COMMISSIONER MARY LOU BERGER	- Aye
COMMISSIONER MELISSA MCKINLAY	- Aye
COMMISSIONER PRISCILLA A. TAYLOR	- Aye

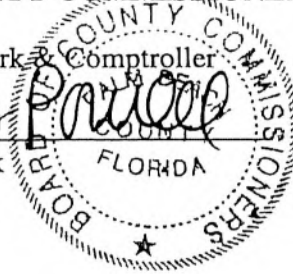
Then the Mayor thereupon declared this Resolution duly passed and adopted this 15th day of December, 2015.

**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

Sharon R. Bock, Clerk & Comptroller

By: Nancy Powell

Deputy Clerk



**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: Anne Adelgent  
County Attorney

**ATTACHMENT "A"  
TO  
RESOLUTION**

**TERMINATION OF REMOVAL AGREEMENT**

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

This Agreement (the "Agreement") is made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_ 2015 by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and \_\_\_\_\_ ("Property Owner").

WITNESSETH:

**WHEREAS**, Property Owner, as the owner of the property located at \_\_\_\_\_ (the "Property"), installed a \_\_\_\_\_ in a future right of way or other easement within the County, which required a building permit from County; and

**WHEREAS**, County and Property Owner entered into a Removal Agreement for the future right of way or other easement, between County and Property Owner dated \_\_\_\_\_ recorded in Official Records Book \_\_\_\_\_ of the public records of Palm Beach County affecting the Property (the "Removal Agreement"); and

**WHEREAS**, the \_\_\_\_\_ 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 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.

ATTEST:  
SHARON R. BROCK,  
Clerk & Comptroller

PALM BEACH COUNTY  
BOARD OF COUNTY COMMISSIONERS

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

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

Approved as to form and legal  
Sufficiency

Approved as to terms and Conditions

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

By: \_\_\_\_\_  
Rebecca D. Caldwell, PZ&B Executive Dir.

WITNESSES:

Property Owner:

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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