

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2006	2007	2008	2009	2010
Capital Expenditures	\$ -0-	-0-	-0-	-0-	-0-
Operating Costs	-0-	-0-	-0-	-0-	-0-
External Revenues	-0-	-0-	-0-	-0-	-0-
Program Income (County)	-0-	-0-	-0-	-0-	-0-
In-Kind Match (County)	-0-	-0-	-0-	-0-	-0-
NET FISCAL IMPACT	\$ -0-	-0-	-0-	-0-	-0-

ADDITIONAL FTE
POSITIONS (Cumulative) _____

Is Item Included in Current Budget? Yes _____ No _____
Budget Acct No.: Fund _____ Dept. _____ Unit _____ Object _____
Program _____

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

This item has no additional fiscal impact.

C. Departmental Fiscal Review: R. Z. Ward 6/30/06

III. REVIEW COMMENTS

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

Jan Deak 7-18-06
OFMB
7-18-06

Jan J. Jacobst 7/19/06
Contract Dev. and Control
7/19/06

B. Approved as to Form and Legal Sufficiency:

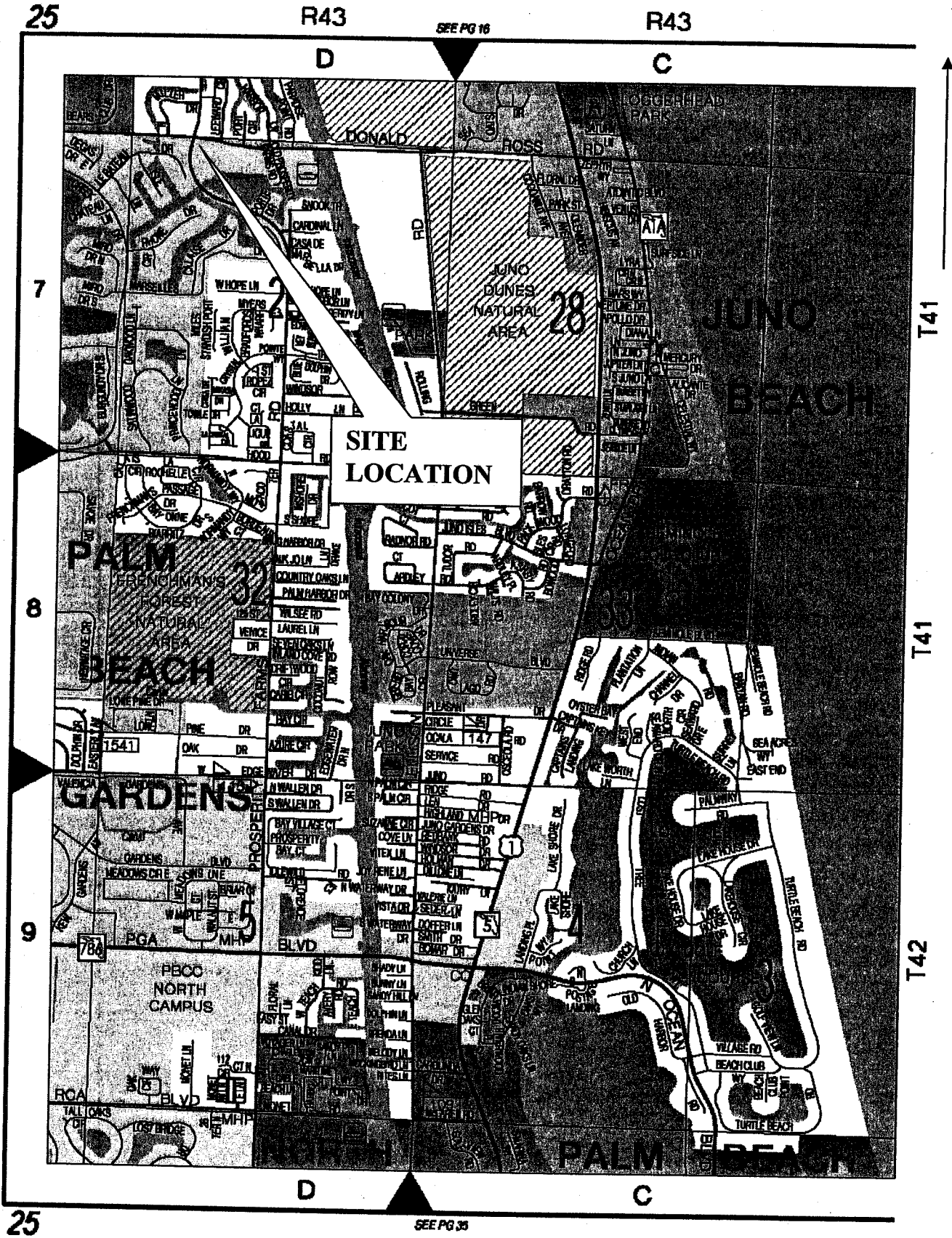
Paul F. 7/20/06
Assistant County Attorney

This item complies with current County policies.

C. Other Department Review:

Department Director

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



SEE PG 16

SEE PG 33

REMOVAL AGREEMENT

Prepared by/Return to
FREDERICK M. DAHLMEIER
Croswell & Hansen, Attorneys
Sixth Floor - Bank of America Bldg.
201 Broadway
Palm Beach, Fl. 33404

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, M. R. HALL and/or MARTHA HALL, his wife, previously obtained a building permit from PALM BEACH COUNTY, FLORIDA, with respect to certain property hereinafter described; and

WHEREAS, the JOHN D. and CATHERINE T. McARTHUR FOUNDATION, an Illinois corporation not for profit, hereinafter referred to as "OWNER" is now the OWNER of the subject property; and

WHEREAS, M. R. HALL, previously executed a Removal Agreement For Future Right of Way which contained a defective legal description, which Agreement is being simultaneously released by PALM BEACH COUNTY, FLORIDA; and

WHEREAS, OWNER does hereby covenant that it is the fee simple owner of the following described property and that there are no mortgages, liens or encumbrances against said property.

NOW, THEREFORE, in consideration of said Release of the prior Removal Agreement, as well as the issuance of said building permit by the Planning, Zoning and Building Department of PALM BEACH COUNTY, FLORIDA, to M. R. HALL, for construction of a fence on the following described property, situate in Palm Beach County, Florida, to-wit:

A portion of the North 172.5 feet of the East 1383.09 feet of the NW 1/4 of Section 29, Township 41 South, Range 43 East, described as follows:

Beginning at an iron pipe marking the Northeast corner of the NW 1/4 of said Section; thence run West on the North line of said NW 1/4 1383.09 feet to an iron pipe marking the Northwest corner of the NW 1/4 of said NW 1/4, which point is the Point of Beginning; thence run South parallel to the East line of said NW 1/4 275 feet to an iron pipe; thence run East parallel to the North line of said Section 150 feet to a point; thence run North parallel to the East line of the NW 1/4 of said Section 275 feet to a point; thence run West along the North line of said Section 150 feet to the Point of Beginning.

5.60
said property being known as a "building site", the OWNER hereby agrees with the Planning, Zoning and Building Department of Palm Beach County to remove at no expense to Palm Beach County, the above described construction from the above mentioned building site, also known as a possible future County right-of-way (to the extent that said property lies within sixty (60) feet of the existing centerline of Donald Ross Road), within thirty (30) days of written notice addressed to it or its successors in interest, at Marquette Building, Suite 700, 140 South Dearborn Street, Chicago, Illinois 60603, notifying it that said right-of-way is to be put to use. It is agreed by the parties hereto that this Agreement may be recorded in the Official Records of Palm Beach County, Florida, shall run with the land and be binding upon the heirs, personal representatives, grantees, successors and assigns of the OWNER.

SIGNED, SEALED, EXECUTED AND ACKNOWLEDGED on this 1st day of July 1985, at Chicago, Illinois.

WITNESSES:

JOHN D. and CATHERINE T. McARTHUR FOUNDATION,
an Illinois corporation not for profit

Ray A. Padish

By: Lawrence H. Martin, V.P.

Sharon K. Nikonchuk

Attest: [Signature] Assistant Secretary

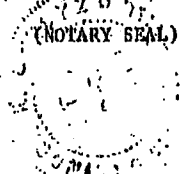
(CORPORATE SEAL)

STATE OF ILLINOIS
COUNTY OF COOK

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED before me this 1st day of July 1985, by Lawrence H. Martin and Nancy West Ewing of the JOHN D. and CATHERINE T. McARTHUR CORPORATION, an Illinois corporation not for profit, on behalf of the corporation.

My Commission Expires: June 18, 1988

[Signature] Notary Public



RECORD VERIFIED
PALM BEACH COUNTY FLA
JOHN H. DUNNIE
CLERK CIRCUIT COURT

85 168878
88
685 JUL 29 AM 10:02

B4608 P1338

3490 Bureau 2 Pd

REQUEST LETTER
PAGE 1 OF 1

06-28-2006 01:43pm From-GREENBERG TRAUIG

T-215 P.002/003 F-653

Greenberg Traurig

KARA K. BAXTER
WEST PALM BEACH OFFICE

DIRECT DIAL: (561) 650-7987
Email: BaxterK@gtlaw.com

June 28, 2006

VIA FACSIMILE

Mr. Craig Wessendorf
Right of Way Acquisition
Palm Beach County
2300 North Jog Road
West Palm Beach, FL 33411

**Re: Frenchman's Yacht Club
Release of Removal Agreement**

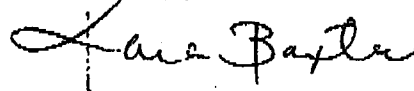
Dear Mr. Wessendorf:

Pursuant to our conversation today, please accept this letter as confirmation of our request to release the attached Removal Agreement, on behalf of Frenchman's Yacht Club Developers, LLC ("Frenchman's"), the developer of Frenchman's Yacht Club condominium, to be located on the southeast corner of Prosperity Farms Road and Donald Ross Road (the "Property").

The fence, which is the subject of the Removal Agreement, entered into on July 1, 1985 and recorded in the public records of Palm Beach County at Book 4608 and Page 1338, is no longer present. Therefore, this Removal Agreement should be released by the County. It is my understanding that this matter will be heard by the Board of County Commissioners on August 15, 2006.

Thank you for your cooperation. Please call if you have any questions.

Very truly yours,



Kara K. Baxter

Cc: Alfred J. Malefano, Esq.
Mr. Eric Finkelberg

WPB-FS116AXT1:KK:584466v01-b.27:06120621.117800

ALBANY
AMSTERDAM
ATLANTA
BOCA RATON
BOSTON
CHICAGO
DALLAS
DELAWARE
DENVER
FORT LAUDERDALE
HOUSTON
LAS VEGAS
LOS ANGELES
MIAMI
MILAN
NEW JERSEY
NEW YORK
ORANGE COUNTY, CA
ORLANDO
PHILADELPHIA
PHOENIX
RUMBLE
SILICON VALLEY
TALLAHASSEE
TOKYO
TYSONS CORNER
WASHINGTON, D.C.
WEST PALM BEACH
ZURICH
*30 days minimum
to file after 30 days after

RETURN TO:
NAME: PALM BEACH COUNTY
R/W ACQUISITION SECTION
POST OFFICE BOX 21229
ADDRESS: WEST PALM BEACH, FLORIDA 33416
ATTN: CRAIG WESSENDORF
ACCT. NO.: 1010 W/C BOX 1066

RELEASE OF REMOVAL AGREEMENT

Whereas, on July 29, 1985, a Removal Agreement was recorded in Official Record Book 4608, Page 1338, Public Records of Palm Beach County, Florida; and,

Whereas, the property owner has made a request for the release of the Removal Agreement; and,

Whereas, the fence, which is the subject of the Removal Agreement is no longer present; and,

Whereas, Staff has reviewed the request and finds it is appropriate to release the Removal Agreement,

Now, Therefore, Palm Beach County does hereby release the Removal Agreement in Official Record Book 4608, Page 1338, Public Records of Palm Beach, County, Florida; and

In Witness Whereof, The County has caused this Release of Removal Agreement to be executed on this _____ day of _____, 2006.

ATTEST:
SHARON R. BOCK, Clerk & Comptroller

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

BY: _____
Clerk (or Deputy Clerk)

BY: _____
Tony Masilotti, Chairman

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
County Attorney