

Agenda Item # : 3-C-9

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: November 20, 2007 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department:
Submitted By: Engineering and Public Works
Submitted For: Right-of-Way Acquisition Section

Project No. 1993901

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: A Release of a Removal Agreement for a sign, as recorded in Official Record Book 2705 Page 331, Public Records of Palm Beach County, Florida.

Summary: This action will authorize the release of a Removal Agreement for a sign located on the southeast corner of the owner's property which is at the intersection of U.S. Highway No. 1 and Coconut Lane in Tequesta, Florida.

District: 1 (PK)

Background and Justification: The property owner has requested that the County release and terminate the Removal Agreement that was recorded July 11, 1977, in Official Record Book 2705 Page 331, Public Records of Palm Beach County, Florida. The sign which is the subject of the Removal Agreement was never erected. Therefore, the Removal Agreement can now be released by the County.

Staff has reviewed the request and recommends release of the Removal Agreement.

Attachments:

- 1. Location Map
- 2. Removal Agreement
- 3. Request Letter
- 4. Release and Termination of Removal Agreement

Recommended by: *Ornela A. Fernandez* 10/18/07
Division Director Date

Approved by: *Sy T. Webb* 10/22/07
County Engineer Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2008	2009	2010	2011	2012
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. D. Ward 10/17/07

III. REVIEW COMMENTS

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

John D. ... 10-30-07
 OFMB
 10/30/07
 WJ
 10/30/07
 SJ
 10/30/07
 v0
 10/27

Jim J. ... 11/1/07
 Contract Dev. and Control
 E. Jones 10/31/07

B. Approved as to Form and Legal Sufficiency:

Paul F. J. ... 11/2/07
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

7

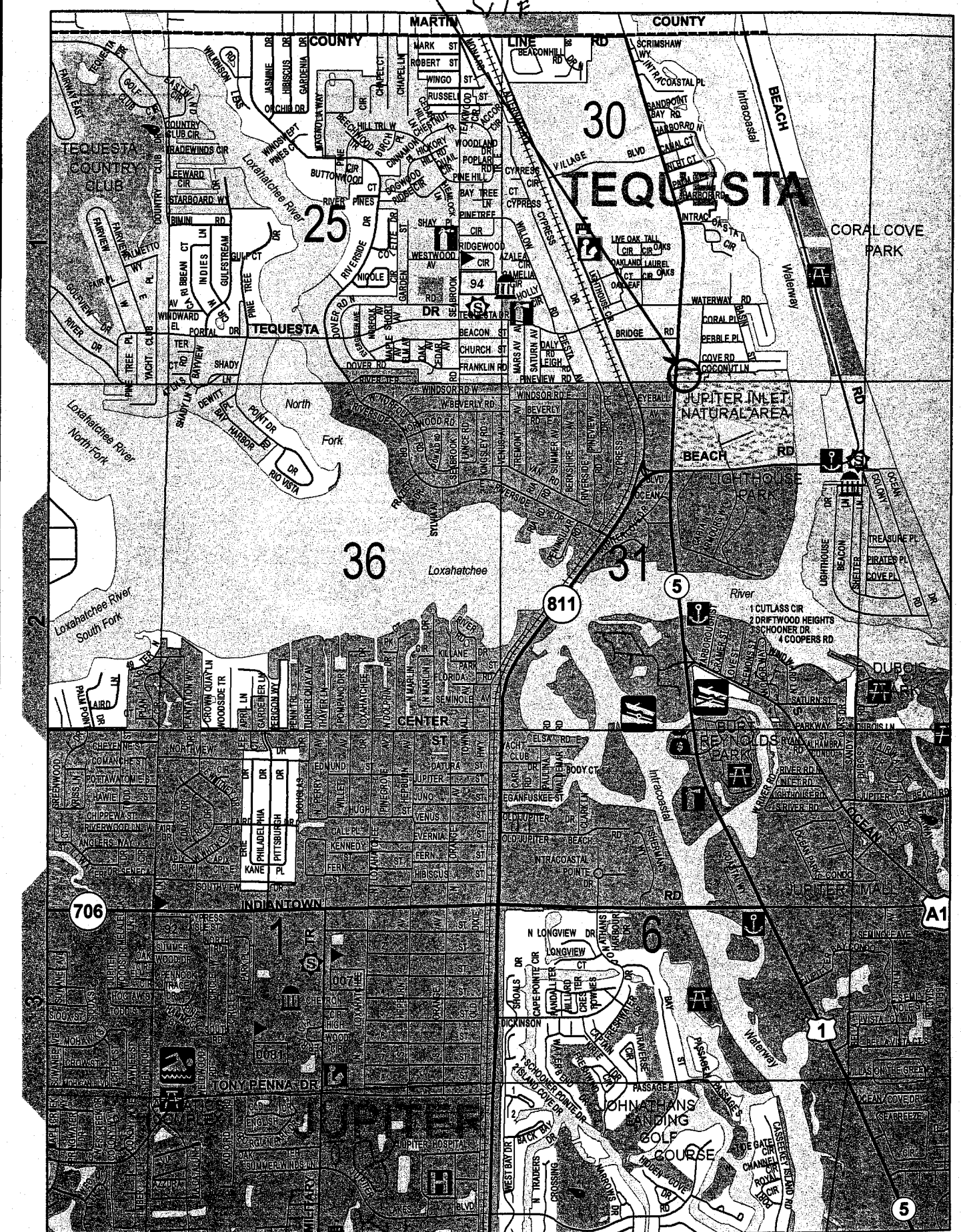
R42

No Cont. map

R43

F

E



T40

T40

T41

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77 85925

PALM BEACH COUNTY
REMOVAL AGREEMENT
FOR FUTURE RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, STANDARD OIL COMPANY hereinafter referred to as owner(s) are desirous of obtaining a building permit from PALM BEACH COUNTY, FLORIDA and

WHEREAS, the owner(s) do covenant that they are the fee simple owner(s) of the below described property and that there are no (or the following) mortgages, liens or encumbrances against said property.

Legal As LISTED BELOW

NOW, THEREFORE, in consideration of the issuance of a building permit by the Planning, Zoning and Building Department of Palm Beach County to BEM Construction Co., for the construction of a SIGN on the following described property:

THE EAST 41.0 FEET OF THE WEST 291.0 FEET OF THE SOUTH 150.0 FEET OF CONVEYMENT LOT NO. 4 LYING IN SECTION 30, TOWNSHIP 42 SOUTH, RANGE 43 EAST, PALM BEACH COUNTY, FLORIDA LYING EAST OF THAT CERTAIN 120 FOOT RIGHT-OF-WAY OF U.S. HIGHWAY No. 1 (STATE ROAD No. 5.) CONTAINING 0.1412 ACRES (MORE OR LESS)

said property being known as "building site", the owner(s) hereby agree 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, within thirty (30) days of written notice addressed to them or their successors in interest, at Corner Edge West 1/2 Quarter notifying them 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, and that this Agreement shall run with the land and be binding upon the heirs, personal representatives, grantees, successors and assigns of the owner(s).

SIGNED, SEALED, EXECUTED AND ACKNOWLEDGED on this 19th day of April, 1977, at West Palm Beach, Florida.

WITNESSES:

[Signature] (SEAL)
[Signature] (SEAL)

STATE OF FLORIDA)
COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 19th day of April 1977, before me personally appeared JAMES L. WEBER and [Signature], to me known to be the persons described herein and who executed the foregoing instrument and they acknowledged to me the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at MANA in the County and State aforesaid, the day and year last aforesaid.

[Signature]
NOTARY PUBLIC, State of Florida at Large
My Commission expires [Date]
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 28, 1978
BONDED THROUGH GENERAL INSURANCE UNDERWRITERS
Public Notary
Palm Beach County, Fla.
John B. Burke
Clark Circuit Court

77 JUL 11 AM 8:40

460

B-102647

REQUEST LETTER
RECEIVED OCT 15 2007
PAGE 1 of 1



Sanctuary Centre
Suite 200E
4800 North Federal Highway
Boca Raton, Florida 33431

561.368.8800
561.394.3699 Facsimile
www.ebcblaw.com

Boca Raton
West Palm Beach

PETER L. BLACKLOCK
pblacklock@ebcblaw.com

October 10, 2007

VIA FACSIMILE

Mr. Richard Graddock
Right-of-Way Specialist
Palm Beach County
2300 N. Jog Road
West Palm Beach, FL 33411

Re: Release of Removal Agreement

Dear Mr. Graddock:

Pursuant to our correspondence earlier today, please allow this letter serve as confirmation of our request to release the attached Removal Agreement for Future Right of Way ("Removal Agreement") on behalf of Cobblestone Tequesta, LLC, with respect to the property located at 215 South U.S. Highway 1, Tequesta, Florida 33469 (the "Property").

The sign, which is the subject of the Removal Agreement, recorded in Official Records Book 2705, Page 331 of the Public Records of Palm Beach County, Florida, was never constructed. Therefore, I respectfully request release of this this Removal Agreement by the County.

I have also attached a Release of Removal Agreement for Future Right of Way, which has been signed by the Property's owner. I will provide an original signed copy of this instrument to you via Federal Express for counter signature by the appropriate County officials.

Thank you for your anticipated cooperation with respect to the foregoing. Please feel free to contact me if you have any questions regarding this matter.

Warmest Regards,

ELK CHRISTU & BAKST, LLP

By: 

Peter L. Blacklock, Esq.

Enclosure

cc: Stefan Levin (via e-mail)

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

**PETER L. BLACKLOCK, ESQUIRE
ELK CHRISTU & BAKST, LLP
4800 North Federal Highway
Suite 200-E
Boca Raton, Florida 33431**

**RELEASE OF REMOVAL AGREEMENT
FOR FUTURE RIGHT OF WAY**

This RELEASE OF REMOVAL AGREEMENT FOR FUTURE RIGHT OF WAY (the "Agreement") is entered into this ___ day of September 2007, by and between COBBLESTONE TEQUESTA, LLC, a Florida limited liability company (the "Owner"), as successor to STANDARD OIL COMPANY (the "Permittee") and having a mailing address of 215 South U.S. Highway 1, Tequesta, Florida 33469 and PALM BEACH COUNTY, a political subdivision of the State of Florida, having a mailing address of 301 North Olive Avenue, West Palm Beach, Florida 33401 ("PBC").

WHEREAS, Owner is the fee simple owner of the following described property (the "Property"), to wit:

That part lying East of U.S. Highway No. 1 (State Road #5) of the South 150 feet of Government Lot 4, in Section 30, Township 40 South, Range 43 East, LESS and except that portion conveyed to the State of Florida recorded in O.R. Book 2284, Page 1126 and LESS and except that portion conveyed to Florida Trend Development Corporation recorded in O.R. Book 8542, Page 1656, Public Records of Palm Beach County, Florida.

WHEREAS, on the April 19, 1977, Permittee and PBC entered into that certain Removal Agreement for Future Right of Way, recorded in Official Records Book 2705, Page 331, of the Public Records of Palm Beach County, Florida (the "Removal Agreement");

WHEREAS, pursuant to the terms of the Removal Agreement, PBC granted Permittee the right to construct a sign within a future PBC right of way located within the Property (the "Right of Way"), in consideration for which Permittee agreed to remove such sign within thirty (30) days of receipt of written notice from PBC of PBC's intent to utilize the Right of Way;

WHEREAS, no sign was ever erected within the Right of Way, as evidenced by the affidavit of Owner's President attached hereto as Exhibit "A" and made a part hereof;

WHEREAS, Owner will not now or in the future erect a sign within the Right of Way.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. The foregoing Recitals are true and correct and are made a part of this Agreement by this reference.
2. The parties agree that the Removal Agreement and Owner's rights thereunder are hereby terminated and the parties are released from all further obligations thereunder.
3. The terms and conditions of this Agreement shall be binding upon and inuring to the benefit of the parties hereto and their respective successors and assigns.
4. This Agreement may be executed in duplicate counterparts, each of which each of which, when so executed and delivered, shall be an original, but each counterpart shall together constitute one and the same instrument binding upon all parties hereto.

[Signatures and acknowledgements continue on following pages.]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their appropriate officials, as of the date first above written.

IN WITNESS WHEREOF, Owner and PBC have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in our presence:

OWNER:

Charles Banting
Printed Name: Charles Banting

COBBLESTONE TEQUESTA, LLC, a
Florida limited liability company

Amy Mary
Printed Name: Amy Mary

By: [Signature]
Printed Name: Stefan Levine
Title: President

STATE OF FLORIDA)
COUNTY OF PALM BEACH) ss:

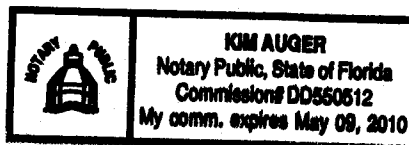
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared Stefan Levine, as President of Cobblestone Tequesta, LLC, who

is personally known to me, or
 has produced _____ as identification

19 WITNESS my hand and official seal in the County and State last aforesaid this
day of September 2007.

[Signature]
(Signature)
KIM AUGER
(Printed Name)

My Commission Expires:
My Commission No. is:



ATTEST:
SHARON R. BOCK, CLERK &
COMPTROLLER

BY: _____
Clerk (or Deputy Clerk)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
County Attorney

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

BY: _____
Its Chair (or Vice-Chairman)

APPROVED AS TO TERMS AND
CONDITIONS

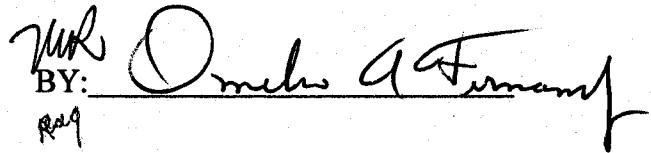
BY:  _____
RA9

EXHIBIT "A" - OWNER'S AFFIDAVIT

Before me, the undersigned authority, this day personally appeared **STEFAN LEVINE** (the "Affiant"), who after being duly sworn, deposes and says:

1. The facts stated herein are based upon my own personal knowledge and belief.
2. I am the President of Cobblestone Tequesta, LLC, a limited liability company, duly organized and validly existing under the laws of the State of Florida.
3. Cobblestone Tequesta, LLC is the owner of the following described property (the "Property"), to wit:

That part lying East of U.S. Highway No. 1 (State Road #5) of the South 150 feet of Government Lot 4, in Section 30, Township 40 South, Range 43 East, LESS and except that portion conveyed to the State of Florida recorded in O.R. Book 2284, Page 1126 and LESS and except that portion conveyed to Florida Trend Development Corporation recorded in O.R. Book 8542, Page 1656, Public Records of Palm Beach County, Florida.

4. That title to the Property is affected by that certain Removal Agreement for Future Right-of-Way (the "Removal Agreement") recorded in O.R. Book 2705 at Page 331 of the Public Records of Palm Beach County, Florida and attached hereto as Exhibit "A".
5. The Removal Agreement granted the then-current Property owner, Standard Oil Company, the right to erect a sign upon a possible future county right-of-way located within the Property (the "Right-of-Way"), in exchange for which Palm Beach County would have the right to demand removal of such sign from the Property owner.
6. That to the best of Affiant's knowledge, the sign noted in the Removal Agreement was never erected within the Right-of-Way.
7. That currently, no sign lies within the Right-of-Way.
8. This Affidavit is made for the purpose of inducing Palm Beach County to terminate said Removal Agreement, and Affiant does hereby indemnify Palm Beach County for any loss occasioned by misrepresentations or untruths in my above statement.

(Signature and Acknowledgment on following page)

FURTHER AFFIANT SAYETH NOT.

Signed, sealed and delivered
in the presence of:

**COBBLESTONE TEQUESTA, LLC, a
Florida limited liability company**

Charles Baur
Print Name: Charles Baur

By: [Signature]
Stefan Levine
President

Amy Mary
Print Name: Amy Mary

STATE OF FLORIDA)
) ss:
COUNTY OF Palm Beach

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid, to take acknowledgements, personally appeared Stefan Levine, as President of Cobblestone Tequesta, LLC, a Florida limited liability company, who

is personally known to me, or
 has produced _____ as identification

and who, being duly sworn, executed the foregoing instrument and acknowledged before me that he executed the same.

Kim WITNESS my hand and official seal in the County and State last aforesaid this
day of September 2007.

[Signature]
(Signature)
KIM AUGER
(Printed Name)

My Commission Expires:
My Commission No. is:

