



**II. FISCAL IMPACT ANALYSIS**

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

Fiscal Years	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>
Capital Expenditures	___	___	___	___	___
Operating Costs	___	___	___	___	___
External Revenues	___	___	___	___	___
Program Income (County)	___	___	___	___	___
In-Kind Match (County)	___	___	___	___	___
<b>NET FISCAL IMPACT</b>	<u><del>*</del></u>	==	==	==	==
No. ADDITIONAL FTE POSITIONS (Cumulative)	___	___	___	___	___

Is Item Included In Current Budget? Yes \_\_\_ No \_\_\_

Budget Account No.: Fund \_\_\_ Department \_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_  
Reporting Category \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:** <sup>\*</sup> There is no fiscal impact associated with agreement termination.

**C. Departmental Fiscal Review:** *Rae D'Agostino*

**III. REVIEW COMMENTS**

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

<u><i>Susan Neary</i></u> 10/18/13 OFMB <i>SN</i> 10/18	<u><i>Joe J. Giacomin</i></u> 11/11/13 Contract Dev. and Control 11-1-13 Bookend
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**B. Legal Sufficiency:**

*Anne Delgant* 11-4-13  
 Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

**TERMINATION OF  
REMOVAL AGREEMENT FOR FUTURE RIGHT OF WAY  
BETWEEN PALM BEACH COUNTY AND  
1733 SOUTH CONGRESS AVENUE, LLC.**

This Agreement (the "Agreement") is made and entered into on the 5 day of October 2013 by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and 1733 South Congress Avenue, LLC. ("1733 South Congress").

WITNESSETH:

**WHEREAS**, S&S Enterprises, Inc, as a tenant to property located at 1733 South Congress Avenue, northwest corner of Congress and Forest Hill Boulevard, installed a free standing sign in a future right of way of the County, which required a building permit from County; and

**WHEREAS**, County and S&S Enterprises, Inc. entered into a Removal Agreement for the Future Right of Way, between County and S&S Enterprises, Inc. dated August 8, 1986 (R86-5851) (B4997 P0443) (the "Removal Agreement"); and

**WHEREAS**, Petrofina Marketing, Inc. was the owner of the property subject to the Removal Agreement at the time of execution and delivery of the Removal Agreement; and

**WHEREAS**, On December 30, 1991 a special warranty deed of the property subject to the Removal Agreement was provided by Fina Oil and Chemical Company (formerly known as Petrofina Marketing, Inc.) to BW Simpkins and F.A. Sheriff and recorded on January 3, 1992; and

**WHEREAS**, On December 2, 2002, a quit claim deed of the property subject to the Removal Agreement was provided by BW Simpkins and F.A. Sheriff to S&S Rentals, LLC and recorded on December 27, 2002; and

**WHEREAS**, On December 31, 2012, a special warranty deed of the property subject to the Removal Agreement was provided by S&S Rentals, LLC to the current owner, 1733 South Congress Avenue LLC and recorded on February 4, 2013; and

**WHEREAS**, the free standing sign located in the future right of way of the County has been removed; and

**WHEREAS**, County and 1733 South Congress 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 1733 South Congress 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.

**The remainder of this page is intentionally left blank**

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 1733 South Congress 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: Anne Helgen  
Assistant County Attorney

By: Rebecca Caldwell  
Rebecca Caldwell, PZ&B Director

WITNESSES:

1733 Congress South:

[Signature]  
Signature

By: [Signature]  
Signature

Amencio Alonso  
Print Name

Daniel Alonso  
Print Name

[Signature]  
Signature

Manager  
Title

Dora M Alonso  
Print Name

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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: Anne Delgado  
Assistant County Attorney

By: Rebecca Caldwell  
Rebecca Caldwell, PZ&B Director

WITNESSES:

1733 Congress South:

[Signature]  
Signature

By: [Signature]  
Signature

Amoros Alonso  
Print Name

Daniel Alonso  
Print Name

[Signature]  
Signature

Manager  
Title

Orlando M. Alonso  
Print Name

1386-5851 13.60  
 PALM BEACH COUNTY  
 REMOVAL AGREEMENT  
 FOR FUTURE RIGHT OF WAY  
 Rec # 141979

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, RSB Enterprises Inc. 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 have a 25 yr lease on ~~own~~ the below described property and that there are no (or the following) mortgages, liens or encumbrances against said property,

THEREFORE, in consideration of the issuance of a building permit by the Planning, Zoning and Building Department of Palm Beach County to Action Sign Lighting for the construction of a free standing sign on the following described property:

commonly referred to as 1733 S. Congress  
(northwest corner of Congress & Forest Hill Blvd.)  
Palm Beach 43000 Lot 7-44-43

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 Box 730 Cocoa, FL 32931 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 8th day of August, 1986, at West Palm Beach, Florida.

WITNESSES:  
[Signature]  
[Signature] (SEAL)  
[Signature] (SEAL)

STATE OF FLORIDA )  
 COUNTY OF PALM BEACH)

I HEREBY CERTIFY that on this 8th day of August, 1986, before me personally appeared [Signatures] and [Signatures] to be 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 West Palm Beach in the County and State aforesaid, the day and year last aforesaid.

[Signature]  
 NOTARY PUBLIC, State of Florida at Large  
 My Commission expires: November 19, 1988

Name and Address of person(s) preparing this instrument:  
Tom A. Vani, Vice President

P.O. Box 730  
Cocoa, FL 32933

RECORD VERIFIED  
 PALM BEACH COUNTY, FLA  
 JOHN R. DUNKLE  
 CLERK CIRCUIT COURT

86 23235

19 86 SEP -6 AM 10

84997 P0443