

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	_____	_____	_____	_____	_____
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: There is no impact associated with termination agreement.

C. Departmental Fiscal Review: *Rob Dignat*

III. REVIEW COMMENTS

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

<p><u><i>John A. Weber</i></u> 10/22/14 <small>OFMB 10/27</small></p>	<p><u><i>Joe J. Jacobson</i></u> 10/29/14 <small>Contract Dev. and Control 10-29-14</small></p>
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B. Legal Sufficiency:

Anne Delgent 10/30/14
 Assistant County Attorney

C. Other Department Review:

 Department Director

**TERMINATION OF
REMOVAL AGREEMENT FOR FUTURE RIGHT OF WAY
BETWEEN PALM BEACH COUNTY AND
SUZANNE COHEN.**

This Agreement (the "Agreement") is made and entered into on the 5 day of Oct 2014 by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and Suzanne Cohen ("Cohen").

WITNESSETH:

WHEREAS, Mister Grocer Corporation, as the owner to property located at 9056 N. Military Trail A, 13-42-42, N 150 FT OF S 350 FT OF E 300 FT OF W 350 FT OF SE 1/4 (LESS W 3 FT RD R/W) (the "Property"), installed a pole sign in a future right of way of the County, which required a building permit from County; and

WHEREAS, County and Mister Grocer Corporation entered into a Removal Agreement for the Future Right of Way, between County and Mister Grocer Corporation dated February 29, 1980 recorded March 12, 1980 in Official Records Book 3269, Page 1084 of the public records of Palm Beach County (R80-9308) (B3269 P1084) (the "Removal Agreement"); and

WHEREAS, Mister Grocer Corporation 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 May 12, 1989, a warranty deed of the Property subject to the Removal Agreement was provided by Mini Mart Development Corporation (an affiliate of Mister Grocer Corporation) to Murry Cohen and recorded on May 17, 1989 in Official Records Book 6068, Page 507 of the public records of Palm Beach County; and

WHEREAS, On October 28, 2004, a quit claim deed of the Property subject to the Removal Agreement was provided by Silem Corporation, a dissolved Florida corporation to Murry Cohen and recorded on January 19, 2005 in Official Records Book 18031, Page 256 of the public records of Palm Beach County; and

WHEREAS, On November 1, 2004, a quit claim deed of the Property subject to the Removal Agreement was provided by Lanny Wilcher and Ethel Wilcher to Murry Cohen and recorded on January 19, 2005 in Official Records Book 18031, Page 252 of the public records of Palm Beach County; and

WHEREAS, On February 9, 2005, a quit claim deed of the Property subject to the Removal Agreement was provided by Murry Cohen to Murry Cohen and Suzanne Cohen and recorded on September 27, 2006 in Official Records Book 20901, Page 225 of the public records of Palm Beach County; and

WHEREAS, Suzanne Cohen, as the widow of Murry Cohen ("Cohen"), is the current owner of the Property subject to the Removal Agreement; and

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

WHEREAS, County and Cohen 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 that Cohen 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 Suzanne Cohen 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: Amne Gelfant
Assistant County Attorney

By: Rebecca Caldwell
Rebecca Caldwell, PZ&B Director

WITNESSES:

Suzanne Cohen:

[Signature]

Signature

Chelsea Masser

Print Name

[Signature]

Signature

KAREN AUBLÉ

By: [Signature]

Signature

SUZANNE COHEN

Print Name

MAR 12 1980

PALM BEACH COUNTY

REMOVAL AGREEMENT FOR FUTURE RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, MISTER GROCER CORPORATION Blas Elias VP 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,

Store #624, Northlake Blvd. & Military Trail, Palm Beach County, Fla.

NOW, THEREFORE, in consideration of the issuance of a building permit by the Planning, Zoning and Building Department of Palm Beach County to Bishop Signs, Inc. for the construction of a pole sign on the following described property:

The North 150 ft. of the South 350 ft. of the East 300 ft. of the West 350 ft. of the Southeast Quarter of Section 13, Township 42 South, Range 42 East, Palm Beach County, Florida

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 2991 SW 32 Av, Hollywood, Fla. 33023 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 29 day of Feb. 1980, at West-Palm-Beach, Florida.

WITNESSES.

Witness signatures: Louis G. Bump, Juan B. Miller

MISTER GROCER CORPORATION Blas Elias, VP (SEAL)

Handwritten notes and initials on the right margin.

STATE OF FLORIDA) COUNTY OF Palm Beach) Broward

I HEREBY CERTIFY that on this 29 day of Feb. 1980, before me personally appeared Blas Elias and 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 Hollywood in the County and State aforesaid, the day and year last aforesaid.

Notary signature: Louis G. Bump, Notary Public, State of Florida at Large

Handwritten number: B-80-9308

NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COM. EXPIRES JAN 20 1981 BONDED THROUGH GENERAL INS. UNDERWRITERS.

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

Vertical stamp: 80 064811

Vertical stamp: B3269 P1084

