

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: December 16, 2014 [X] Consent [] Regular
[] Workshop [] Public Hearing

Department: Planning, Zoning and Building Department

Submitted By: Building Division

Submitted For: Building Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a termination of removal agreement for future right of way between Palm Beach County, a political subdivision of the State of Florida, and Gastion, Inc.

Summary: Amoco Oil Company ("Amoco") was a previous tenant of property located at 4481 Northlake Blvd. Amoco installed a Gasoline Pumper-Mini Convenience Store in a future right of way of the County, which required a building permit from the County. As a condition of issuing the building permit, County and Amoco entered into a removal agreement for the future right of way, dated March 2, 1984, which required Amoco remove the Gasoline Pumper-Mini Convenience Store if requested by County. The current owner of the property, Gastion, Inc., requested the County terminate the removal agreement since the Gasoline Pumper-Mini Convenience Store which is subject to the removal agreement has been removed. District 2 (AH)

Background and Justification: On March 2, 1984, Palm Beach County entered into an agreement with Amoco in consideration of the issuance of a building permit by the Planning, Zoning and Building Department to Amoco for the construction of Gasoline Pumper-Mini Convenience Store on 4481 Northlake Blvd., since the Gasoline Pumper-Mini Convenience Store which is subject to the removal agreement has been removed and is no longer in future right of way, staff agrees termination of the removal agreement is in the County's best interest.

Attachments:

- 1. Termination of Removal Agreement
- 2. Removal Agreement for Future Right of Way

Recommended by: Rebecca J. Caldwell 10/13/14
Executive Director Date

Approved By: [Signature] 11/26/14
Deputy County Administrator Date

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	<u> *</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: ^{*} There is no impact associated with termination agreement

C. Departmental Fiscal Review: *Pat Dignone*

III. REVIEW COMMENTS

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

Susan Neary 11/14/14
 ASO ASD OFMB
 11/14 11/14

Barbara Wheeler 11-18-14
 Contract Dev. and Control

B. Legal Sufficiency:

Anne Delgant 11-19-14
 Assistant County Attorney

C. Other Department Review:

 Department Director

**TERMINATION OF
REMOVAL AGREEMENT FOR FUTURE RIGHT OF WAY
BETWEEN PALM BEACH COUNTY AND
GASTION, INC.**

This Agreement (the "Agreement") is made and entered into on the 16 day of Dec 2014 by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and Gastion, Inc, 2200 S. Dixie Highway, Suite 601, Miami, Florida. ("Gastion").

WITNESSETH:

WHEREAS, Amoco Oil Company, as the lessee to property located at 4481 Northlake Boulevard, northeast corner of N Military Trail and Northlake Boulevard (the "Property"), installed a Gasoline Pumper-Mini Convenience Store in a future right of way of the County, which required a building permit from County; and

WHEREAS, County and Amoco Oil Company entered into a Removal Agreement for the Future Right of Way, between County and Amoco Oil Company dated March 2, 1984 recorded in Official Records Book 4196, Page 1201 of the public records of Palm Beach County (B84-6712, B84-6713, B84-6714, B84-6716) (B4196 P1201) affecting the Property (the "Removal Agreement"); and

WHEREAS, Jane C. Kreuzler was the owner of the Property subject to the Removal Agreement at the time of execution and delivery of the Removal Agreement; and

WHEREAS, Jane C. Kreuzler conveyed the Property to Amoco Oil Company on December 13, 2000, as evidenced by that certain Warranty Deed recorded December 19, 2000 in Official Records Book 12206, Page 666 of the public records of Palm Beach County; and

WHEREAS, On October 30, 2001, Amoco Oil Company changed its name to BP Products North America Inc. and recorded an Amendment on April 18, 2002 in Official Records Book 13620, Page 1989 of the public records of Palm Beach County; and

WHEREAS, On January 16, 2002, a special warranty deed of the Property subject to the Removal Agreement was provided by BP Products North America Inc. (f.k.a Amoco Oil Company) to Gastion, Inc. and recorded on July 9, 2002 in Official Records Book 13887, Page 1866 of the public records of Palm Beach County; and

WHEREAS, On July 2, 2002 a quit claim deed of the Property subject to the Removal Agreement was provided by BP Products North America Inc. to Gastion and recorded on July 9, 2002 in Official Records Book 13887, Page 1884 of the public records of Palm Beach County; and

WHEREAS, the Gasoline Pumper-Mini Convenience Store located in the future right of way of the County has been removed; and

WHEREAS, County and Gastion 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 Gastion 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 Gastion 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 Delgado
Assistant County Attorney

By: Rebecca Caldwell
Rebecca Caldwell, PZ&B Director

WITNESSES:

Gastion, Inc.:

[Signature]
Signature

By: [Signature]
Signature

DANIELA Fontecilla
Print Name

CARLOS FONTECILLA
Print Name

[Signature]
Signature

President
Title

JUSTIN DIERLER
Print Name

PALM BEACH COUNTY

REMOVAL AGREEMENT FOR FUTURE RIGHT-OF-WAY

20833 Release For GAS Station

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, AMOCO OIL COMPANY hereinafter referred to as Lessee are desirous of obtaining a building permit from PALM BEACH COUNTY, FLORIDA and

WHEREAS, the Lessee does covenant that they are the long term Lessee of the below described property and that there are no (or the following) mortgages, liens or encumbrances against said property, N/A

NOW, THEREFORE, in consideration of the issuance of a building permit by the Planning, Zoning and Building Department of Palm Beach County to Amoco Oil Company, for the construction of a Gasoline Pumper-Mini Convenience Store on the following described property: Legal Description Attached

said property being known as "building site," the Lessee 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, within thirty (30) days of written notice addressed to them or their successors in interest, at 1 North Charles Street, Baltimore, Maryland 21201 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 Lessee.

See Instrument of record in Palm Beach County public records in OR 4002, Page 686.

SIGNED, SEALED, EXECUTED AND ACKNOWLEDGED on this 2nd day of March, 1984, at Baltimore, Maryland.

WITNESSES:

AMOCO OIL COMPANY

[Signatures of witnesses]

By M. Porter

STATE OF MARYLAND, CITY OF BALTIMORE, SS.

I hereby certify that on this day before me, an officer duly authorized in the state and city aforesaid to take acknowledgments, personally appeared M.E. Porter to me known and known to be the person described in and who executed the foregoing instrument as Manager, Capital Investment of AMOCO OIL COMPANY and acknowledged before me that he executed the same in such capacity in the name and on behalf of said corporation.

Witness my hand and official seal in the city and state last aforesaid this 2nd day of March, A.D., 1984.

Barbara A. Marshall Notary Public

My Commission Expires:

July 1, 1986

Name and Address of person preparing this instrument: G. H. Banta P. O. Box 507 Baltimore, MD 21203

B84-6712 B84-6713 B4-6714 B84-6716

84 066879

1984 MAR 29 PM 12: 10

84196 P1201

PROPERTY DESCRIPTION

A parcel of land located in Section 13, Township 42 South, Range 42 East, being more particularly described as follows: Beginning at a point where the east right of way line of Military Trail intersects North right-of-way line of North Lake Blvd. (Lake Park Road) and running North along the East right-of-way line of Military Trail 150 feet to a point; thence east, parallel to the North right-of-way line of North Lake Blvd. (Lake Park Road) 150 feet to a point; thence at an interior angle of 89°41'30" run South, parallel to the East right-of-way line of Military Trail, 150 feet to a point in the North right-of-way line of North Lake Blvd. (Lake Park Road); thence West along the North right-of-way line of North Lake Blvd. (Lake Park Road) 150 feet to Point of Beginning.

LESS the Westerly 3 feet thereof.

ALSO LESS a triangular shaped piece of land in the above described parcel being more particularly described as follows:

Commence at the South Quarter corner of said Section 13; thence South 88°08'44" East, a distance of 73.38 feet; thence North 01°51'16" East, a distance of 50 feet to the Point of Beginning; thence North 42°59'34" West, a distance of 28.36 feet; thence South 02°09'36" West, along a line 3 feet Easterly of and parallel to the West line of the above described parcel, a distance of 20.11 feet; thence South 88°08'44" East, a distance of 20.11 feet to the Point of Beginning.

84196 P1202

WALK

WALK

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

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

ZONING : CN (ZONING MAP #28)
SFTRACKS : FRONT _____ 30'