

PALM BEACH COUNTY **BOARD OF COUNTY COMMISSIONERS**

AGENDA ITEM SUMMARY

Meeting Date:	April 5, 2016	[X] []	Consent Workshop	[]	Regular Public Hearing
Department:	Planning, Zoning &	Building			
Submitted By:	Building Division				
Submitted For:	Building				
Motion and Title: Agreements receive			eceive and fil		ecuted Termination of Removal
West Febru B) B.B.B Avenu Febru C) Realto Congr PG 14 D) Realto Congr PG 14	Palm Beach, Florida ary 12, 2016; . Plaza Outparcel Assue, Delray Beach, Florary 23, 2016; ors Association of the ress Avenue, West Palars Association of the ress Avenue, West Palars Association of the ress Avenue, West Palars	33415, red sociates, Lt ida 33445, i Palm Beach, F 016; and Palm Beach, F 016. M CW-O-05	orded in Officed., owners of recorded in Officehes, Inc., owners and Incide a	properior of the cord	rated at 2911 South Military Trail, ecord Book 28102 PG 0475 on erty located at 4970 W Atlantic Record Book 28119 PG 1456 on f property located at 618 South ed in Official Record Book 28119 f property located at 618 South ed in Official Record Book 28119 ed in Official Record Book 28119 ed. The listed property owners
entered into a Remo personal assets and Agreements have be County Administrate Resolution 2015-18 Background and J of Removal Agreement streamline the age Planning, Zoning & Ithat include non-market	oval Agreement for fute d have now decided to been fully executed or or/Executive Director of 63, and are now being ustification: A resolu- ment with property of anda process. The Building the authority to	ure right of terminate the behalf of the Planning submitted tion providing whers (Respond grant o execute a the County	way or other eane Removal Agene Board of Cong, Zoning & Board to the Board to gauthority to easted the County standard form and property	reeme county cuilding o rece execut 1863) / Adm of Ter	em. The listed property owners and within the County to construct ent. The Termination of Removal Commissioners (Board) by the g Department in accordance with eive and file. Countywide (AH) are a standard form of Termination was adopted by the Board to inistrator/Executive Director of mination of Removal Agreement ers agree that a Termination of
Attachments: Terr	minations of Removal	Agreement	(4)		
Recommended by		. COJ ive Directo	well		3 7 16 Date
Approved By:		Administr	ator	***************************************	3/30/16 Date

II. FISCAL IMPACT ANALYSIS

A. Fi	ve Year Summary o	of Fiscal Impa	ict:			
Fisca	al Years	20 <u>16</u>	20 <u>17</u>	20 <u>18</u>	20 <u>19</u>	20 <u>20</u>
Oper Exter Prog	tal Expenditures ating Costs rnal Revenues ram Income (County) nd Match (County)	y)				
NET	FISCAL IMPACT				***************************************	
	ADDITIONAL FTE SITIONS (Cumulative	e)				
ls Ite	m Included In Curre	ent Budget?	Yes	No		
Budç	get Account No.:	Fund Object	_ Departmer Repo	nt Uni orting Catego	t ry	
B.	Recommended Sc	ources of Fun	nds/Summar	y of Fiscal Im	pact:	
	NO FISCAL IMPAC	т				
C.	Departmental Fisc	al Review:	fat &	<u>Dantin</u>	<u></u>	
		I	II. <u>REVIEW</u>	COMMENTS		
A.	OFMB Fiscal and/	or Contract D	ev. and Con	itrol Commer	ıts:	
	Sheny/ 8/9 300 MI OFME	B~	Con	tract Dev. and	d Control	3171112
B.	Legal Sufficiency:					
	Assistant County		3-21-16			
C.	Other Department	Review:				
	Department Direct	tor				

repared by:
Arme Helfant
Uset: county Atty
Letwon to: Webox 1066
Let #: 1010



CFN 20160050574 OR BK 28102 PG 0475 RECORDED 02/12/2016 14:41:06 Palm Beach County Florida

TERMINATION OF Palm Beach County, Florida
REMOVAL AGREEMENTS 0475 - 477; (3pgs)
BETWEEN PALM BEACH COUNTY AND

This Agreement (the "Agreement") is made and entered into on the 27 day of January 2016, by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and Howell Garolsky and Doree Garolsky ("Property Owners").

WITNESSETH:

WHEREAS, Tom Hoecker and Theresa Hoecker, h/w, as the previous owner of the property located at 2911 South Military Trail, 13-44-42, N 98 FT OF S 198 FT OF E 630 FT OF N 1/2 OF SE 1/4 OF SE 1/4 OF SW 1/4 /LESS E 53 FT/, (the "Property"), intended to construct a point of purchase sign in a future right of way or other easement within the County, which required a building permit from County; and

WHEREAS, County and Tom Hoecker and Theresa Hoecker, h/w, entered into a Removal Agreement for the future right of way or other easement, between County and Tom Hoecker and Theresa Hoecker, h/w, dated February 12, 1979, recorded in Official Records Book 3077, Page 0879, of the public records of Palm Beach County affecting the Property (the "Removal Agreement"); and

WHEREAS, the point of purchase sign located in the future right of way or other easement of the County was never constructed; and

WHEREAS, County and Property Owner 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 Property Owner 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.

IN WITNESS WHEREOF, the Executive Director of Planning, Zoning & Building as designee of the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County and Property Owner has hereunto set its hand the day and year above written.

Approved as to form and legal Sufficiency

Approved as to terms and Conditions

By: Assistant County Wittorney

Rebecca D. Caldwell
PZ&B Executive Director

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this Aday of February, 2016 by Rebecca D. Caldwell, Executive Director of Planning, Zoning & Building Department, on behalf of Palm Beach County. She is [4] personally known to me or [3] has produced as identification.

(NOTARY SEAL)

AFFETTE R. MCINTOSH
MY COMMISSION # FF 939548
EXPIRES: November 30, 2019
Bonded Thru Budget Notary Services

My commission expires: 11 36

Notary Public

Printed or Typed Name of Notary

WITNESSES:

,

Property Owner:

Signature

Damian Brink

Print Name

Signature

6/2

Signature

11

Print Name

proper

THI

Page 2 of 3

STATE OF PURLDA
COUNTY OF PACM BEACH
The foregoing instrument was acknowledged before me this day of
behalf of Property Owner. He or she is [] personally known to me or [] has produced
(NOTARY SEAL) as identification. Notary Public
My commission expires: 1417 Printed or Typed Name of Notary
TAMATI PPER Notar, : of Florida oul 4, 2017 - 007205 il Notary Assn.

TAMATHA D CULPEPPER
Notary Public - State of Florida
My Comm. Expires Jul 4, 2017
Commission # FF 007205
Bonded Through National Notary Assn.



Prepared by and return to:
Jacquelyn Anderson
Palm Beach County Building Division
2300 North Jog Road
West Palm Beach, Florida 33411
Acct #1010 w/c from 1066

CFN 20160061759
OR BK 28119 PG 1456
RECORDED 02/23/2016 15:17:26
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER

TERMINATION OF REMOVAL AGREEMENT 1458; (3pgs)

This Agreement (the "Agreement") is made and entered into on the <u>38</u> day of <u>38</u> day of <u>38</u> 2016, by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and B.B.B. Plaza Outparcel Associates, Ltd., a Florida Limited Partnership ("Property Owner").

WITNESSETH:

WHEREAS, Delta Petroleum, Inc., as the previous owner of the property located at 4970 W Atlantic Avenue, southeast corner of Military Trail and W Atlantic Ave, SUAREZ DELRAY MODED TR A (the "Property"), installed a gas pump island with metal canopy in a future right of way or other easement within the County, which required a building permit from County; and

WHEREAS, County and Delta Petroleum, Inc. entered into a Removal Agreement for the future right of ways of other easement, between County and Delta Petroleum, Inc., dated January 19, 1987, recorded in Official Records Book 5148, Page 0064, of the public records of Palm Beach County affecting the Property (the "Removal Agreement"); and

WHEREAS, the gas pump island with metal canopy located in the future right of way or other easement of the County has been removed; and

WHEREAS, County and Property Owner 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 Property Owner 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.

Page 1 of 3

IN WITNESS WHEREOF, the Executive Director of Planning, Zoning & Building as designee of the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County and Property Owner has hereunto set its hand the day and year above written.

Approved as to form and legal Approved as to terms and Conditions Sufficiency PZ&B Executive Director STATE OF FLORIDA COUNTY OF PALM BEACH The foregoing instrument was acknowledged before me this 17 day of February 20 6 by Rebecca D. Caldwell, Executive Director of Planning, Zoning & Building Department, on behalf of Palm Beach County. She is [personally known to me or [] has produced as identification. AFFETTE R. MCINTOSH MY COMMISSION # FF 939548 (NOTARY SEAL) EXPIRES: November 30, 2019 Bonded Thru Budget Notary Services My commission expires: 11 Printed or Typed Name of Notary Property Owner:

B. J. B. PLAZA OUTPARCEL ASSOCIATES, LTD

by: B.B.B. PLAZA OUTPARCEL GP, CTO., G.P.

by: Botta, B.B.B. OUTPARCEL LLC, G.P. WITNESSES: Signature MICHAEL SYLVIA KANOFF Print Name Print Name MANAGING Chana Title

Chana Ash Print Name

STATE OF LOR DA	
COUNTY OF MIAMI-DADE	
The foregoing instrument was acknowledged before	ore me this $28^{\frac{1}{10}}$ day of 3
2016 by MICHAEL KANOFF	as <u>Managing Member</u> on
behalf of Property Owner. (He) or she is [x] pe	rsonally known to me or [] has produced
	as identification.
(NOTARY SEAL)	Notary Public
LAWRENCE ABRAMS Notary Public - State of Florida Commission # FF 191013 My Comm. Expires Feb 7, 2019	LAWRENCE ABRAMS Printed or Typed Name of Notary

Prepared by and return to:

Jacquelyn Anderson

Palm Beach County Building Division

2300 North Jog Road

West Palm Beach, Florida 33411

Acct 1010 w/c box 1066



CFN 20160061773
OR BK 28119 PG 1487
RECORDED 02/23/2016 15:19:29
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER

TERMINATION OF REMOVAL AGREEMENT 1489; (3pgs)

This Agreement (the "Agreement") is made and entered into on the \underline{I} day of February 2016, by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and Realtors Association of the Palm Beaches, Inc. ("Property Owners").

WITNESSETH:

WHEREAS, Mike Tuzzo, as the previous owner of the property located at 618 South Congress Avenue, PALM ACRES ESTATES LTS 1 TO 3 INC BLK 1, (the "Property"), intended to construct a cypress fence in a future right of way or other easement within the County, which required a building permit from County; and

WHEREAS, County and Mike Tuzzo entered into a Removal Agreement for the future right of way or other easement, between County and Mike Tuzzo, dated June 24, 1981, recorded in Official Records Book 3561, Page 0138, of the public records of Palm Beach County affecting the Property (the "Removal Agreement"); and

WHEREAS, the fence located in the future right of way or other easement of the County has been removed; and

WHEREAS, the portion of road where the property is located is owned by the Florida Department of Transportation; and

WHEREAS, County and Property Owner 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 Property Owner 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.

IN WITNESS WHEREOF, the Executive Director of Planning, Zoning & Building as designee of the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County and Property Owner has hereunto set its hand the day and year above written.

Approved as to form and legal Sufficiency

Approved as to terms and Conditions

PZ&B Executive Director

as identification.

Notary Rublic

STATE OF FLORIDA

COUNTY OF PALM BEACH

Februar The foregoing instrument was acknowledged before me this 17 day of January 2016, by Rebecca D. Caldwell, Executive Director of Planning, Zoning & Building Department, on behalf of Palm Beach County. She is [1] personally known to me or [1] has produced

AFFETTE R. MCINTOSH (NOTARY SEAL MY COMMISSION # FF 939548 EXPIRES: November 30, 2019 Bonded Thru Budget Notary Services

My commission expires: 11

17.1 Printed or Typed Name of Notary

WITNESSES:

Property Owner:

Print Name



STATE OF
COUNTY OF PAIM BEACH
The foregoing instrument was acknowledged before me this day of January 2016, by Dionora Hay as on behalf of
Property Owner. He or she is [7] personally known to me or [7] has produced
as identification.
(NOTARY SEAL) MOUY RUBLE Notary Public
My commission expires: 9/24/17 Printed or Typed Name of Notary





Prepared by and return to:
Jacquelyn Anderson
Palm Beach County Building Division
2300 North Jog Road
West Palm Beach, Florida 33411

CFN 20160061774
OR BK 28119 PG 1490
RECORDED 02/23/2016 15:19:29
Palm Beach County, Florida
Sharon R. Bock, CLERK & COMPTROLLER
Pgs 1490 - 1492; (3pgs)

TERMINATION OF REMOVAL AGREEMENT (3pgs)

This Agreement (the "Agreement") is made and entered into on the 1 day of February 2016, by and between Palm Beach County, a political subdivision of the State of Florida (the "County") and Realtors Association of the Palm Beaches, Inc. ("Property Owners").

WITNESSETH:

WHEREAS, Mike Tuzzo, as the previous owner of the property located at 618 South Congress Avenue, PALM ACRES ESTATES LTS 1 TO 3 INC BLK 1, (the "Property"), intended to construct a sign in a future right of way or other easement within the County, which required a building permit from County; and

WHEREAS, County and Mike Tuzzo entered into a Removal Agreement for the future right of way or other easement, between County and Mike Tuzzo, dated December 4, 1975, recorded in Official Records Book 2492, Page 1657, of the public records of Palm Beach County affecting the Property (the "Removal Agreement"); and

WHEREAS, the sign located in the future right of way or other easement of the County was never constructed; and

WHEREAS, the portion of road where the property is located is owned by the Florida Department of Transportation; and

WHEREAS, County and Property Owner 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 Property Owner 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.

IN WITNESS WHEREOF, the Executive Director of Planning, Zoning & Building as designee of the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County and Property Owner has hereunto set its hand the day and year above written.

Approved as to form and legal Sufficiency

Approved as to terms and Conditions

By: Assistant County Attorney

Rebecca D. Caldwell
PZ&B Executive Director

as identification.

tary Public

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 17 day of January 2016, by Rebecca D. Caldwell, Executive Director of Planning, Zoning & Building Department, on behalf of Palm Beach County. She is [1] personally known to me or [1] has produced

(NOTARY SEAL)

AFFETTE R. MCINTOSH
MY COMMISSION # FF 939548
EXPIRES: November 30, 2019
Bonded Thru Budget Notary Services

My commission expires: 11 30 19

Printed or Typed Name of Notary

WITNESSES:

Property Owner:

Signature

Print Name

Signature

Print Name

Signature

_DIONA

Print Name

itle

STATE OF
COUNTY OF PAIM BEACH
The foregoing instrument was acknowledged before me this $\frac{1}{2}$ day of January 2016, by on behalf of
Property Owner. He or she is personally known to me or [] has produced
as identification.
(NOTARY SEALS MY COMMISSION #FF033185 Notary Public EXPIRES September 24, 2017 1407) 398-0153 FloridaNotaryService.com
My commission expires: 9.24-17 Printed or Typed Name of Notary