

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: March 13, 2018 [X] Consent [] Regular [] Workshop [] Public Hearing
Department: Planning, Zoning & Building
Submitted By: Building Division
Submitted For: Building Division

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to receive and file: an executed Termination of Removal Agreement received during the month of January 2018:

- A) G. L. Mack, LLC, owners of property located at 5240 Okeechobee Blvd, West Palm Beach, Florida 33417, PCN 00-42-43-26-00-000-1014, recorded in Official Record Book 29581, Page 0308 on January 10, 2018.

Summary: In accordance with County PPM CW-O-051, all delegated contracts/agreements/grants must be submitted by the initiating Department as a Receive and File Agenda Item. The listed property owners entered into Removal Agreement for future right of way or other easement within the County and have now decided to terminate the Removal Agreement. The Termination of Removal Agreement has been fully executed on behalf of the Board of County Commissioners (Board) by the County Administrator/Executive Director of the Planning, Zoning & Building Department in accordance with Resolution 2015-1863, and are now being submitted to the Board to receive and file. Countywide (AH)

Background and Justification: A Resolution providing authority to execute a standard form of Termination of Removal Agreement with property owners (Resolution 2015-1863) was adopted by the Board to streamline the agenda process. The Board granted the County Administrator/Executive Director of Planning, Zoning & Building the authority to execute a standard form of Termination of Removal Agreement that include non-material changes when the County and property owners agree that a Termination of Removal Agreement is necessary to terminate a removal agreement.

Attachments: Termination of Removal Agreement

Recommended by: [Signature] Department Director 2/6/18 Date

Approved By: [Signature] Assistant County Administrator 2/14/18 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2018	2019	2020	2021	2022
Capital Expenditures					
Operating Costs					
External Revenues					
Program Income(County)					
In-Kind Match(County)					
NET FISCAL IMPACT					
#ADDITIONAL FTE					
POSITIONS (CUMULATIVE)					

Is Item Included in Current Budget? Yes No N/A
 Does this item include the use of federal funds? Yes No N/A

Budget Account No:

Fund Agency Organization Object

B. Recommended Sources of Funds/Summary of Fiscal Impact:

No fiscal impact associated with this agenda item.

C. Departmental Fiscal Review:

Bob D'Agostino

III. REVIEW COMMENTS:

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

Lisa Park 2/12/18
 OFMB 2/18/18

Ann S. Jacobson 2/13/18
 Contract Dev. & Control 2/13/18

B. Legal Sufficiency

Anne Delant 2-13-18
 Assistant County Attorney

C. Other Department Review

 Department Director

(THIS SUMMARY IS NOT TO BE USED AS A BASIS FOR PAYMENT)



TERMINATION OF REMOVAL AGREEMENT

This Agreement (the "Agreement") is made and entered into on the 2 day of January 2018, by and between Palm Beach County, a political subdivision of the State of Florida ("County") and G. L. Mack LLC ("Property Owner").

WITNESSETH:

WHEREAS, Lucille Mack, as the previous owner ("Previous Owner) of the property located at 5240 Okeechobee Blvd, West Palm Beach, Florida, E 67' OF THE W 87' OF THE NORTH 360' OF THE E 1/2 OF THE N 1/2 OF THE NORTHEAST QUARTER OF SECTION 26, TOWNSHIP 43 SOUTH, RANGE 42 E, PALM BEACH COUNTY, FLA: LESS THE N 50' AND THE S 60' THEREOF (the "Property"), intended to construct a pole or ground sign in a future right of way or other easement within County, which required a building permit from County; and

WHEREAS, County and Previous Owner entered into a Removal Agreement for the future right of way or other easement, between County and Previous Owner dated May 30, 1979 recorded in Official Records Book 3077 Page 0877, of the public records of Palm Beach County affecting the Property (the "Removal Agreement"); and

WHEREAS, on December 3, 1997, Previous Owner executed a warranty deed to Lucille Mack, Walter K. Mack, Lois Jean Roberts, and Edna J. Mack, granting ownership of the Property as joint tenants with full rights of survivorship, recorded on December 19, 1997, in Official Records Book 10143 Page 1298, of the public records of Palm Beach County; and

WHEREAS, on January 12, 2009, Lois J. Garza f/n/a Lois Jean Roberts executed a warranty deed to Lucille Mack, granting ownership of the Property to Lucille Mack, recorded on January 20, 2009, in Official Records Book 23040 Page 1461, of the public records of Palm Beach County; and

WHEREAS, on January 12, 2009, Edna J. Mack executed a warranty deed to Lucille Mack, granting ownership of the Property, recorded on January 20, 2009, in Official Records Book 23040 Page 1462, of the public records of Palm Beach County; and

WHEREAS, on January 12, 2009, Walker K. Mack executed a warranty deed to Lucille Mack, granting ownership of the Property to Lucille Mack, recorded on January 20, 2009, in Official Records Book 23040 Page 1463, of the public records of Palm Beach County; and

WHEREAS, on January 12, 2009, Lucille Mack executed a warranty deed to G. L. Mack, LLC, granting ownership of the Property to Property Owner, recorded on January 20, 2009, in Official Records Book 23040 Page 1464, of the public records of Palm Beach County; and

WHEREAS, the pole or ground sign located in the future right of way or other easement of County was 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.

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 County and Property Owner has hereunto set its hand the day and year above written.

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: 
Patrick Rutter, Executive Director
Planning, Zoning & Building Department

STATE OF FLORIDA

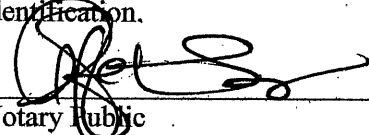
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 2nd day of January, 2018 by Patrick Rutter, Executive Director of Planning, Zoning & Building Department, on behalf of Palm Beach County. He is [] personally known to me or [] has produced _____ as identification.

(NOTARY SEAL)



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


Notary Public

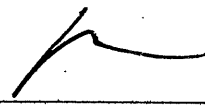
Affette R. McIntosh
Printed or Typed Name of Notary

My commission expires: 11/30/19

Approved as to Form and Legal Sufficiency:

By: 
Assistant County Attorney

Approved as to Terms and Conditions:

By: 
Doug Wise, Director
Palm Beach County Building Division

WITNESSES:

Property Owner:

G. L. MACK, LLC, a Florida limited liability company.

[Signature]
Signature
SHILPA SHAH
Print Name

[Signature]
Signature
Lois Garza
Print Name
Manager
Title

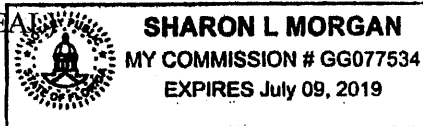
[Signature]
Signature
Philip Holden
Print Name

STATE OF Florida

COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 14th day of December, 2017 by Lois Garza as Manager on behalf of Property Owner. ~~He~~/she is personally known to me or [] has produced as identification.

(NOTARY SEAL)



[Signature]
Notary Public

My commission expires: _____

Printed or Typed Name of Notary



STATE OF FLORIDA - PALM BEACH COUNTY

I hereby certify that the foregoing is a true copy of the record in my office with redactions, if any as required by law.

THIS 10 DAY OF Jan, 2018
SHARON R. BOCK
CLERK & COMPTROLLER

By [Signature]
DEPUTY CLERK