

DEED BOOK

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IN WITNESS WHEREOF, the said parties of the first part have herunto set their hands and seals the day and year above written.

Signed, sealed and delivered

G. J. McLeod (L. S.)

In our presence:

Edna E. McLeod (L. S.)

Earl J. Reed

M. M. Boyd

STATE OF FLORIDA,)
COUNTY OF Palm Beach.)

I HEREBY CERTIFY, That this day in the next above named State and County before me, an officer duly authorized and acting, personally appeared G. J. McLeod and Edna E. McLeod, husband and wife to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged then and there before me that they executed said deed.

AND I FURTHER CERTIFY That the said Edna E. McLeod known to me to be the wife of the said G. J. McLeod on a separate and private examination, taken and made in the above named State and County by and before me, separately and apart from her said husband, did this day acknowledge before me, an officer authorized to take acknowledgments of deeds, that she executed the foregoing deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal this 19th day of March, A. D. 1941.

Earl J. Reed

(M. P. Seal)

Notary Public, State of Florida at Large
My Commission Expires 6-14-1943

Filed April 23, 1941 at 1:35 P. M. and
recorded in Deed Book 578 at page 508.

J. ALIX ARNETTE, CLERK CIRCUIT COURT,

BY Edna E. McLeod D. C.

AGREEMENT

THIS AGREEMENT made and entered into this 12 day of April 1941, by and between TOWN OF PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as "TOWN", and HENRY L. DOHERTY & COMPANY, INC., a corporation organized and existing under the laws of the State of Delaware, hereinafter referred to as "Company,"

WITNESSETH:

WHEREAS, the Town by demand of the citizens of Palm Beach in public meeting assembled, requires a right-of-way for road purposes through, on and across the property of the Company, known as The Palm Beach Country Club, which lies and is in the Town of Palm Beach, County of Palm Beach, State of Florida, and is described as follows, to-wit:

Beginning at a concrete monument in the east line of Section 10, Township 43 South of range 43 East, which point is 1036.5 feet south of the northeast corner of said Section 10; thence westerly making an angle with the east line of said Section 10, measured from north to west, of 90°-14'-25" and parallel with the north line of said Section 10, a distance of 1687.42 feet to an old iron pin set in concrete; thence continuing on the same course a

distance of 2 feet, more or less, to the water's edge of Lake Worth; thence southerly meandering the water's edge of Lake Worth a distance of 1676.39 feet, more or less, to a point in the south line of Government Lot 2 in said Section 10; thence easterly along the said south line of said Government Lot 2, a distance of 2 feet, more or less, to a concrete monument set east of a concrete seawall; thence continuing on the same course a distance of 1643.97 feet to a concrete monument marking the east line of said Section 10; thence continuing on the same course being the south line of Government Lot 1, in Section 11, Township 43 South of Range 43 East, a distance of 530.07 feet to a concrete monument set 1.3 feet west of a timber bulkhead along the west shore of the Atlantic Ocean, thence continuing on the same course a distance of 5 feet, more or less, to the waters of the Atlantic Ocean; thence northerly along the water's edge of the Atlantic Ocean a distance of 1656.3 feet to a point; which is in a line parallel with and 1036.50 feet south of the north line of said Section 11; thence westerly parallel with said north line of said Section 11 a distance of 8 feet, more or less, to a concrete monument set 1.3 feet west of said timbered bulkhead; thence continuing on the same course a distance of 370.12 feet to the point of beginning.

Together with full riparian and littoral rights therein and thereto.

SUBJECT, HOWEVER, to a right-of-way for highway purposes over and upon the following parcel:

Beginning at a point in the north line of the above described property 871.56 feet east of a concrete monument marking the west line of Section 11, Township 43 South of Range 43 East; thence along the arc of a curve to the right whose radius is 110 feet, and whose tangent makes a deflection of $24^{\circ}-04'-20''$ from the last course to the right, a distance of 41.83 feet to a point; thence making a deflection to the right of $39^{\circ}-24'$ from the tangent of said curve, a distance of 8.18 feet to a point; thence along the arc of a curve to the right whose radius is 105 feet and whose tangent makes a deflection to the left of $35^{\circ}-57'$ from the last course, a distance of 65.88 feet, to a concrete monument marking the point of tangency of said curve; thence on tangent southerly a distance of 1516.69 feet to a concrete monument marking the beginning of a curve to the right, whose radius is 20 feet; thence along the arc of said curve a distance of 17.43 feet to a point in a line 32 feet north of and parallel with the south line of Government Lot 1, said Section 11, and in the north line of the County Road, so-called; thence making a deflection to the right of $44^{\circ}-01'-40''$

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from the tangent of said curve and 32 feet north of and parallel with the said south line of Government Lot 1, a distance of 414.15 feet to an iron rod, marking the west line of the original County Road; thence southerly at an angle of $55^{\circ}-27'-45''$ measured from the last course, east to south, a distance of 32 feet to an iron rod in the south line of the afore-mentioned Government Lot 1; thence easterly at an angle of $91^{\circ}-32'-15''$ from the last course, measured from north to east, a distance of 444.88 feet to a point in the east line of Ocean Boulevard; thence northerly at an angle of $85^{\circ}-17'-45''$ measured west to north, a distance of 5.09 feet to a point; thence along the arc of a curve to the left whose radius is 60 feet and whose tangent makes a deflection of $48^{\circ}-11'-25''$ to the right, a distance of 50.47 feet to a concrete monument marking the point of tangency of said curve; thence northerly, tangent to the last mentioned curve, a distance of 1516.89 feet to a concrete monument marking the beginning of a curve to the left, whose radius is 145 feet; thence along the arc of said curve to the left a distance of 77.06 feet to a point; thence making a deflection to the right of $30^{\circ}-26'-55''$ from the tangent of said curve, a distance of 16.31 feet to a point in a line 1036.5 feet south of and parallel with the north line of said Section 11, which is the north line of Country Club property; thence westerly making an angle of $95^{\circ}-3'-10''$, measured from south to west from the last described course, and 1036.5 feet south of and parallel with the north line of said Section 11, a distance of 71.75 feet to the point of beginning;

and,

WHEREAS, the above lands are used as a golf links with a club house and appurtenant buildings and accessories; and,

WHEREAS, the right of way for highway purposes set forth in the foregoing description extends for the most part in a northerly and southerly direction near the easterly boundary of said property, is improved and used for general highway purposes, is generally known as the Ocean Boulevard, and is protected by a wooden seawall or bulkhead constructed along the easterly edge thereof by the Town in the year 1926; and

WHEREAS, there has existed for a great number of years near the westerly boundary of the aforesaid property of the Company a path or walkway which has been used by bicycles, wheelchairs and pedestrians but which has been closed to other traffic save at rare intervals when the aforesaid Ocean Boulevard could not be used; and,

WHEREAS, there is a controversy between the parties as to the legal status of said Lake Trail, the Town contending that it has become a public way by prescription for use only of bicycles, wheelchairs and pedestrians and the Company denying that it has become a public way for any purpose; and,

WHEREAS, it is conceded that the Company retains full riparian or littoral rights both along Lake Worth and along the Atlantic Ocean; and,

WHEREAS, the Town desires to obtain a right of way for general highway purposes across the aforesaid property of the Company in addition to the existing Ocean Boulevard, and further desires to resolve any dispute as to the status and location of the Lake Trail; and,

WHEREAS, the Company desires to provide for the protection of the said Ocean Boulevard, the bulkheading to the east thereof and the land of the Company lying to the west thereof

without cost or expense to the Company; and

WHEREAS, there is attached hereto and made a part hereof, a plat bearing the following identification, "Plat showing Relocation of the Lake Trail and the additional Right of Way through the Palm Beach Country Club and other data in connection therewith; this Plat referred to in and made a part of an agreement between the Town of Palm Beach and Henry L. Boherty & Co. Inc., dated April 12 - 1941," a copy of such plat bearing the signatures of the officials of the respective parties hereto, having been recorded in the Palm Beach County Public Records; showing relocation of Lake Trail and additional thoroughfare for vehicular traffic across Palm Beach Country Club, Palm Beach, Florida, upon which there is shown, among other things,

- (1) An area 10 feet in width and approximately 1670 feet in length, lying near the westerly boundary of the property of the Company, and extending in a northerly and southerly direction, which is designated on said plat as "Area A";
- (2) An area lying immediately to the east of "Area A", two feet in width and approximately 1670 feet in length, which is designated on said plat as "Area B"; and,
- (3) An area lying immediately to the east of "Area B", 20 feet in width and approximately 1670 feet in length, which is designated on said plat as "Area C"; and,
- (4) An area lying along the south line of the Country Club property west of Hi-Mount Road, 24 feet in width and approximately 635 feet in length, which is designated on said plat as "Area D";

NOW, THEREFORE, in consideration of the premises and the covenants, undertakings and agreements herein binding upon the respective parties, it is hereby understood and agreed between the parties as follows:

1. The Lake Trail is hereby relocated in "Area A", as shown upon the plat hereto attached, the Town abandoning and vacating any public easement, by prescription or otherwise, heretofore existing in the former location of the Lake Trail, and the Company expressly recognizing and dedicating said "Area A" as a perpetual public way limited to the use of wheelchairs, pedestrians and bicycles. The Town expressly agrees that the Lake Trail as a public way shall be confined to said "Area A", and shall be limited to the use of wheelchairs, bicycles and pedestrians.

2. Until ninety (90) days after the Company shall grant unto the Town a permanent easement or right of way for general highway purposes, free of all encumbrances, having a minimum width of thirty (30) feet and extending in a northerly and southerly direction across the property of the Company at a point selected by the Company between Lake Worth and a line which shall be the northerly extension of the County Road, the Company agrees that the Town shall have the right to use "Area B", "Area C" and "Area D" for the respective purposes hereinafter set forth. The Company shall never be under obligation to grant said permanent right of way but may do so at any time.

3. The Town agrees at its own expense to extend the golf tee lying adjacent to "Area D" as shown on said plat, in a northerly direction the same distance that said tee is destroyed on the southerly end thereof in widening the cut at the westerly end of said "Area D" or, if the Company so elects, to move said tee to another location and reconstruct the same at its own expense. The Town further agrees to transplant all shrubs and trees now situate in "Area C" to such locations on the property of the Company adjacent thereto as shall be designated by the Company. This work shall be done after July 1, 1941, and shall be completed in a workmanlike manner before November 1, 1941.

4. "Area B" shall be used only as a parkway dividing the relocated Lake Trail on "Area A", and the temporary public highway on "Area B." The Town shall have the right to landscape

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"Area B", and to place posts or other barriers or markers in "Area B" designed to prevent traffic, other than pedestrians, crossing from "Area C" to "Area A". The Town agrees to landscape "Area B" and maintain it in presentable condition as long as it is used for public purposes.

5. "Area C" may be used for general highway purposes, and shall be paved with the materials, and in the manner shown on the specifications for said road appearing on the face of the plat, which is made a part of this Agreement.

6. The Town agrees that the relocation of the Lake Trail upon "Area A" and the improvement and maintenance of said Lake Trail shall at all times be at the expense of the Town and without assessment or charge against the Company or its property; and that the improvement and maintenance of "Area B", "Area C" and "Area D", including the widening of the cut near the westerly end of "Area D", shall be at the expense of the Town and without assessment or charge against the Company or its property as long as said areas are used for public purposes. Such improvements shall be commenced after the First Day of July, 1981, and shall be completed before the First day of November, 1981. Unless the permanent right of way which may be granted by the Company pursuant to paragraph 2 shall have been graded and paved in a suitable manner prior to the granting thereof to the Town, or at the time such right of way is granted, the Company shall agree to grade and pave the same within ninety (90) days, it is understood that the Town may grade and surface said right of way and assess the entire cost thereof against the abutting property. It is expressly agreed that the use of "Area B", "Area C" and "Area D" by the Town and the public is with the consent of the Company, and not adversely, and all rights of the Town or the public to the use of said areas shall cease and determine ninety (90) days after the Company shall convey to the Town a permanent right of way as provided in paragraph 2 hereof, and the Company shall have the right to prevent the use thereof by the public and to remove any improvement placed thereon by the Town. Prior to the expiration of said ninety day period, the Town may remove any improvements which the Town shall have placed upon "Area B" or "Area C", but any improvements which the Town shall fail to remove shall become the property of the Company. All improvements upon "Area D" at the time of the granting of said right of way shall become the property of the Company and shall not be removed by the Town.

7. The Town agrees, at its own expense, and without assessment or charge against the Company or its property, to construct and maintain bulkheading and fill along the shore of Lake Worth as indicated on the attached plat.

8. As long as the same may be used by the public, The Town shall indemnify the Company and save it harmless from liability for injury or damage to the person or property of any person lawfully using "Area B", "Area C" or "Area D", which injury or damage may have been caused by the operation of a golf course to the east of "Area C". The Town further agrees to erect and maintain a suitable fence or screen at such point or points along the easterly edge of said "Area C" as may prove to be hazardous to operators of vehicles or pedestrians using said "Area C".

9. The Town agrees to maintain the public highway known as Ocean Boulevard, a description of which is contained in the preamble hereto, and the seawall east of said highway, and to protect said seawall, said highway and the lands of the Company lying westerly thereof from erosion or other damage resulting from the surf, either by the installation of groynes or taking other measures, all at the expense of the Town, and without assessment or charge against the Company or its property. It is expressly stipulated that this agreement on the part of the Town is a primary consideration for the execution of this contract by the Company. It is

understood and agreed that the Town shall commence such work with the construction of a minimum of two experimental groynes along the seashore adjacent to the Company's land, and easterly of said highway, at such locations as shall furnish the maximum protection to the highway and to the lands of the Company lying westerly thereof. Such construction shall be started as early in the Spring of 1941 as may be practicable, and shall be completed as soon thereafter as weather conditions will permit.

10. It is expressly understood and agreed that the Town will endeavor to protect said public highway and the lands to the west thereof, and do and perform such things in the protection thereof according to the best engineering principles and experience available, but that the Town does not, by this undertaking, guarantee the effectiveness of such protection, or in any way assume any liability of any nature whatsoever for any damage that may result to said highway or the Company's lands lying westerly thereof because of the failure of said groynes and such other work as shall be necessary or advisable fully to protect said highway or the lands lying westerly thereof.

11. It is further understood and agreed that the performance of the preceding two paragraphs of this Agreement by the Town shall be contingent upon securing the necessary materials and equipment for the prosecution of the work, and the Town shall not be liable for the cessation or interruption of work by acts of God, the inability to secure supplies or equipment because of national emergencies, or other reasons beyond the control of the Town.

12. It is understood that nothing herein contained, and nothing done pursuant to the provisions hereof, shall in any wise destroy or diminish the riparian or littoral rights of the Company, either along Lake Worth or the Atlantic Ocean. "Area A" upon the attached plat is by this Agreement located so that its westerly line is and shall remain throughout the effectiveness of this Agreement (anything in this Agreement, or the plat attached hereto, to the contrary notwithstanding) at least three feet (3') from the shore of Lake Worth. The Town agrees to maintain at all points along the westerly side of "Area A", a strip of land so that the Company shall always be possessed of at least three feet (3') of land lying between the west edge of "Area A" and the waters of Lake Worth. It is understood that neither the Town nor the public shall have any right in the land lying to the west of "Area A", but that such land shall be free and clear of any public easement.

13. The terms hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties named, and wherever either the Company or the Town is referred to herein, the reference shall also apply to its successors and assigns, unless the context be such that it will not so permit.

IN WITNESS WHEREOF, the Town has caused these presents to be executed by its Mayor, attested by its Town Clerk, and its corporate seal to be hereunto affixed, and the Company has caused these presents to be executed by its Vice President, attested by its Assistant Secretary and its corporate seal to be hereunto affixed, all in duplicate, on this the day and year first aforesaid.

Signed, sealed and delivered

in the presence of:

E. Harris Drew.

Elwyn L. Middleton

As to Town of Palm Beach

D. G. Doyle

E. J. Magill

As to Henry L. Doherty & Company, Inc.

(Corporate Seal)

(Corporate Seal)

TOWN OF PALM BEACH,

By Jas. M. Owens, Jr.

Mayor

Attest Edith Walker

Town Clerk.

HENRY L. DOHERTY & COMPANY, INC.,

By Walter L. Brown

Vice President

Attest T. A. Lucchesi

Asst Secretary

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STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day personally appeared before me, the undersigned authority, JAS. M. OWENS, JR., and EDITH WALKER, to me well known and known by me to be, respectively, Mayor and Town Clerk of the TOWN OF PALM BEACH, a municipal corporation of the State of Florida; that said persons so appearing before me are the individuals and the officers aforesaid of said municipal corporation described in and who executed the foregoing Agreement; and that then and there said individuals as said officers acknowledged before me that the seal affixed thereto is the official seal of said corporation; that their names officially are by them respectively subscribed thereto, and that said deed was signed, sealed and delivered by said municipal corporation in the presence of two subscribing witnesses pursuant to law, and that the same is the free act and deed of said corporation.

WITNESS my signature and official seal at Palm Beach, in the County of Palm Beach and State of Florida, this 12 day of April 1941.

E. Harris Drew

Notary Public, State of Florida at Large.

My commission expires: 12-26-41
(N. P. Seal)

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY That on this day personally appeared before me, the undersigned authority, Walter L. Brown and T. A. Lucchesi, to me well known and known by me to be, respectively, Vice President and Ass't. Secretary of HENRY L. DOWNEY & COMPANY, INC., a Delaware corporation licensed to do business in the State of Florida; that said persons so appearing before me are the individuals and the officers aforesaid of said corporation described in and who executed the foregoing Agreement; and that then and there said individuals as said officers acknowledged before me that the seal affixed thereto is the official seal of said corporation, that their names officially are by them respectively subscribed thereto, that said Agreement was signed, sealed and delivered by said corporation in the presence of two subscribing witnesses pursuant to law, and the same is the free act and deed of said corporation.

WITNESS my signature and official seal at Coral Gables in the County of Dade and State of Florida, this the 15th day of April, 1941.

Anne Seaburgh

Notary Public, State of Florida
at Large.

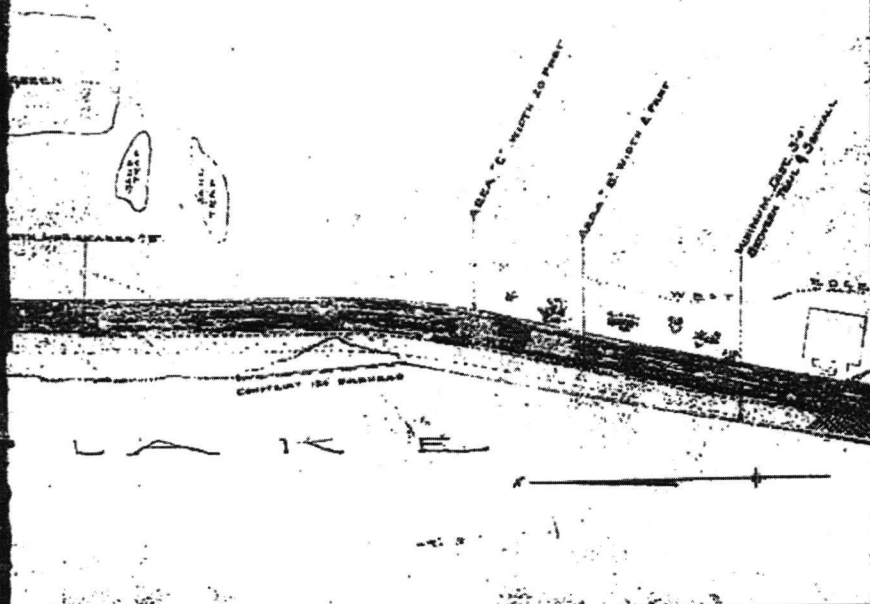
My commission expires: 2
Notary Public, State of Florida at Large
My Commission Expires Feb. 2, 1942
(N. P. Seal)

Filed April 25, 1941 at 10:50 A. M. and
recorded in Deed Book 578 at page 509.
J. ALIX ARNETTE, CLERK CIRCUIT COURT,
By Heck P. Johnston D. C.

NEW ENTRY PAGE FOR FILE

PL 96-510, § 504

PALM BEACH COUN



TOWN OF PALM BEACH FLORIDA

By John M. Quisenberry
MAYOR

ATTEST: Ernest Walker
TOWN CLERK

HENRY L. DOHERTY & CO., INC.

DT: Conrad B. Brown
Vice President

ATTEST: J. A. Lachman
Asst. Secretary

LESENDO

AREA "A" WIDTH 10 FEET

COVERED END
TOP & FRONT COLORED GREEN
COLORED YELLOW

AREA "D" WIDTH 24 FEET

Colorado Blue

ROAD

ROAD

BUILDING

COAST

0 100 200 FEET

LOCATION OF THE LAKE TRAIL & THE ADDITIONAL
 THROUGH THE PALM BEACH COUNTRY CLUB &
 CONNECTION THEREWITH: THIS PLAT REFERRED
 PART OF AN AGREEMENT BETWEEN THE TOWN
 OF HENRY L. DOWBETTY & CO., INC. DATED April 12, 1941

T & CO., INC.

[Signature]

[Signature]

[Signature]

SPECIFICATIONS
 ROADWAY TO HAVE 4" COMPACTED NATIVE ROCK WITH
 1'x12" CONCRETE HEADERS ON EACH SIDE - THE FINISHED
 SURFACE TO BE OILED & SANDED



W O R T H

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

