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1060 NORTH OCEAN BOULEVARD

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04 March 2021

Honorable Gail Coniglio, Mayor
Honorable Danielle Moore, Mayor-Elect
Honorable Margaret Zeidman, Council President
Honorable Bobbie Lindsay, President Pro-Temp
Honorable Lewis Crampton
Honorable Julie Araskog

Re: Appeal of Arcom Decision of February 24, 2021 on 1055 N. Ocean Blvd. Beach Access Gate

Dear Mayor, Mayor elect and esteemed council members,

Please consider this as my appeal of the Town's Architectural Commission decision of February 24, 2021 to approve a gate at 1055 North Ocean Blvd. proposed on behalf of Mr. William Rickman that seeks to block beach access to a sizeable number of our North End residents.

Yesterday I wrote Wayne Bergman to ask for a delay in submission of this appeal since I hadn't been able to access the audio minutes. They were not on the internet. I wanted to quote or transcribe a portion. I thought basic fairness compelled a positive answer. He was unable to grant my request. He suggested, however, that I submit this letter appeal and supplement it before the Council meeting. I will accept his suggestion and do just that.

As you know, I have served on your planning and zoning commission for decades. I also served on the County's Land Development Board for over a decade. I believe I have as much or more land use knowledge than almost anyone in Town.

This is my first objection to anything in almost 40 years and I believe Arcom treated it irresponsibly and improperly, partly based on what I believe were incorrect statements from our zoning manager and town attorney. I also believe I was denied basic due process rights because some members hadn't received my objection letter and the chair, although asked, refused to either read it, summarize it, or adjourn the application to the next meeting so the full commission was not privy to my objection but still took action detrimental to me. My original letter of objection to Arcom is submitted with this appeal for completeness. The decision must be reversed.

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For over thirty years since I built my house, I have supported my neighbors. I sent an Arcom letter supporting the new Lauder home to my East although it is quite large, and it will certainly impact me. I trust the owner and the architect (Tom Kirchoff), and they and their counsel (Mr. Crowley) were gentlemen in working with me.

I supported Mr. Beebe, my neighbor to the South, who Mr. Rickman now tells me is the motivating actor behind this gate, in his double lot construction once we agreed on screening.

I didn't originally object to Mr. Rickman's variance, his massive reconstruction amounting to a doubling of his living space on an 87-foot-wide lot, and in return, his "neighborly attitude" now is to gate off my beach access and condescendingly tell me I could call him each time I want access and he will consider unlocking the gate. I believe my neighbors and I were misled. Had we known of his intentions (which I believe he hid), we most certainly would have objected with a far different result.

I am fully familiar with the Arcom ordinance as well as its genesis, how it was derived from one in Beverly Hills, and all its permutations and trials and tribulations. I believe I am fully familiar with how Arcom has operated in this Town. This decision, in my opinion, couldn't have been more wrong.

My objection to the Arcom decision is multi-faceted. But let me be clear, contrary to Mr. Randolph's comments about Arcom not considering legal issues and for the record, on a personal level, I have no doubt that I will prevail in my court action for a prescriptive easement.

I am convinced Mr. Randolph was simply wrong in advising Arcom not to consider fundamental Arcom ordinance related legal issues in my objection letter.

Are we not a Nation and a community of laws? How many times have I heard Ms. Araskog ask people whether they have read the Arcom ordinance? Isn't the Commission and its individual members required to follow the ordinance? How can our Town Attorney tell the Commission to ignore the legal issues? An explanation is certainly warranted. I have the utmost respect for the Town—a community in which we have lived now for four generations. I have devoted a significant part of my life to working for the Town. I provided the Town, with a copy of my proposed objection and I know it was shared it with Mr. Randolph.

When I had the honor to chair the Planning and Zoning Commission, no one ever left a meeting without feeling their views were heard. I didn't care how many times they spoke. My job was to be a sounding board for our residents, not to cut them off.

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Many times, staff asked me why we went back over items. It was because I believed in fairness. Anita Seltzer, Simon Taylor are only two examples of people-whatever one thinks of their views-who were entitled to be heard. Moreover, whenever someone wrote a letter, I took the time to read it into the record. No one was ever given short shrift. That's the way we operated and should operate.

I believe Arcom's mandate is more expansive than what occurred here. There is more to the process than simply looking at a gate, reducing it by a foot, and then saying, "wham bang, thank you ma'am", it's approved. What about the goals and philosophy of the ordinance? What about the comprehensive plan which is referred to in Chapter 18? What about similarity and dissimilarity? What about the integrity of the commission and process itself? What about following the law? What about making findings in accordance with Chapter 18? Here none of this was considered. Mr. Seagraves presented a gate application. Mr. Rickman expressed concern with people being close to his home, but he neglected to mention that he sought a variance to maintain his home closer to the path.

My original letter cited the Arcom statute and requirements for approval that were not considered, including the Comprehensive Plan and the goal of the Arcom statute. There are no findings in the audio record or elsewhere that show compliance with the provisions of Chapter 18. I am puzzled as to how the Town Attorney can advise the Commission not to consider legal issues that fundamentally impact its decision? Or is the Commission merely to rubber stamp a gate or any structure without consideration of the issues of the Arcom ordinance? I urge you to listen to the audio record.

If you follow Mr. Randolph's comment to ignore legal issues, then what are you left with? Legally Arcom was required to notify me of the gate. I objected. My objection was, in some cases ignored, in others not even read, yet the commission acted without giving me any semblance of fairness or due process.

I doubt Mr. Randolph meant what he said for if he did, I am reminded again of all the Arcom complaints that you have received. I am reminded of how one council member told me of a concern that the ordinance was being applied arbitrarily and capriciously and that it might be thrown out entirely. Perhaps if this is the way people are treated, it should be? Perhaps someone ought to challenge it on Constitutional grounds in court? What happened to me is simply shameful. I followed the rules; the Commission did not.

Speaking of my original objection, I believe Arcom and especially its chair, committed reversible error in not reading my letter into the record, especially when several members of Arcom claimed not to have received it. How that happened is a mystery?

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How can members of Arcom be asked to vote on a matter without having seen the neighbor's objection?

When one member asked for the letter to be read, the chair refused. I think this is a blatant disregard of my fundamental rights. Contrary to the chair's comments, my letter was not 50 pages, it was only 9. The exhibits made up the rest. It could easily have been read into the record. It could have been summarized. Alternatively, the meeting could have been adjourned and copies provided? Nothing was even done to remotely afford me proper rights, let alone due process rights, and this alone is reversible error. Why was there such a rush to gate off beach access, especially since Mr. Rickman's complaint is, I believe, one of his own making, and especially with what I believe was his improvidently granted variance, which if refused, might have alleviated his concern. But no, he I believe, "wanted his cake and to eat it too," and to hell with Arcom, its procedures, its request for final plans and his 24 neighbors on List Road and elsewhere.

Arcom should always be concerned with the integrity of its processes. Or doesn't it have to follow the law? My original letter claimed that we believed Mr. Rickman "gamed the system", was not fully transparent with Arcom, and that we believe he knew full well that he was going to ask for a gate but failed to disclose it. Arcom has the inherent right to be the master of its own processes and when someone is not transparent with it, that alone should cause further inquiry and be grounds for denial.

My original letter demonstrated that Mr. Rickman, when he was asked to submit final as built plans to Arcom, did so, showed the easement, but neglected to show the proposed gate, thereby lulling his neighbors and Arcom into a false sense of security.

Again Mr. Randolph advised Arcom not to consider "legal issues". Again, I believe that is incorrect advice since Arcom always has to consider whether its legal process has been complied with.

Let's take a look at some additional grounds for reversible error.

Mr. Castro, who sadly never got back to me on my variance question, but no matter since I was able to do the research myself, in commenting on the proposed gate, glibly told me, "it's resolved, it's private property". I disagree. So, let's analyze.

First as I mentioned in my original letter, I believe the Via Marila access is public beach access. It's shown as public access on a survey by the Rabideau law firm.

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Significantly, I have attached (Exhibit 1) a portion of a map from the Florida Department of Environmental Protection showing Florida Public Beach Access Sites and guess what, lo and behold, Via Marila is listed as a public beach access. Did Mr. Castro bother to check, or did he merely accept the statements of one wealthy homeowner to the detriment of his neighbors?

I am sure the Council will remember a discussion of home renovation (ironically not dissimilar I believe from what Mr. Rickman did here) when Mr. Castro argued that elimination of only one side of windows would trigger full compliance with current zoning codes. He made an analogy to "lost air". When one council member asked how this could be, his reply was that "this is the way I've interpreted it for 24 years". I believe he is doing it again but without support and contrary to established documents.

So here is how the Florida Department of Environmental Protection interprets the Via Marila beach access-as public beach access. Ironically this dovetails with Mr. Rob Weber's comment to me that as a result of the Woods Hole study, he's paid more attention to Via Marila.

If Mr. Castro still insists on interpreting this as other than public beach access, I am happy to raise this with the Department of Environmental Protection and get their interpretation. Let's see what they say. I will talk to Paul Brazil and Rob Weber as I don't want to interfere with any projects they have in the pipeline. In the meantime, this Council should not permit this public beach access to be gated off. If so, this Council is knowingly and directly contravening a determination of the Florida Department of Environmental Protection. As a Town, we don't operate like that.

I made this objection in my letter, yet it was completely ignored and probably because some had not even received my letter. Mr. Randolph made no comment on this issue, but he was advised earlier of it since I favored the Town with an advance copy of my objection.

Let's also look at Mr. Castro's comment about private property in another manner. He refers to the Plat of Coral Estates. (Exhibit 2). According to Mr. Castro, Mr. Rickman's home is lot 1; the beach access is lot 1-A and is owned in 1/15th increments by all the owners on Via Marila. If that is so, and I don't concede anything for this purpose, then Mr. Rickman has no property interest in the area of the gate and is, I don't believe, a proper applicant for the Arcom permit.

The owners of the beach access-the 15 persons who apparently were motivated by Mr. Hunter Beebe who coordinated signatures-are the proper applicants. Let's again examine Mr. Castro's conclusion about private vs. public property.

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The new so-called amendment to easement agreements ((Exhibit 3) prepared by, I believe, Mr. Koeppel is in my opinion merely a liability and cost shifting document motivated in part I believe by Mr. Beebe's desire not to have motorized vehicles on the access. It doesn't grant any property rights in Lot 1A to Mr. Rickman. The application by Mr. Seagraves on behalf of Mr. Rickman should be denied on that ground alone.

Let's explore the original Agreement for Easements (what Rickman refers to as the "Sarbacher" easement agreement dated February 8, 1961. (Exhibit 4). That agreement refers to the Sarbachers whom Mr. Koeppel believes are succeeded by his client Mr. Rickman (3200 Washington LLC, Mr. Rickman's company). The inside lot owners are the current owners of homes along Via Marila, referred to as "Inside Lot owners".

Look carefully at the Sarbacher agreement beginning at the bottom of Page 1 with paragraph 1 and most tellingly, on page 2 (c) which grants the perpetual easement. A close reading of it shows it fails to enumerate to whom the easement is granted. Missing from the grant is to whom the easement is granted. The original agreement is ambiguous at best; defective at worst, and it, plus the remainder of my objections amply demonstrate why Mr. Castro's conclusion is incorrect, why Arcorm was incorrect and why the proposed gate must be denied, and public beach access maintained for all my neighbors.

Listening to Mr. Rickman, his apparent concern is people walking on the path to the beach and being able to peer into his house. I submit this is a hardship of his own making that he refused to correct and instead sought a variance, to maintain his house close to the path resulting in a much larger home. I note the absence of any hardship statement by Mr. Castro which again is puzzling. I believe the variance was improperly granted, thereby resulting in a much larger home and now he complains of his own conduct which he could have mitigated but for his desire again, "to have his cake and eat it to".

Initially I note there are no parking signs on both List Road and Via Marila. I doubt there's a plethora of people ("undesirables with surfboards" I believe he referred to them as) walking on his path and peering in his home. I also think that a bit of stepped-up police or traffic enforcement could alleviate this. His concern, I believe, is simply to wield what he believes is his influence to further divide the community between the "haves" (those with beach access) and the "have nots" (those without beach access) and he seeks to use his money to subvert what heretofore was a neighborly community for which he has no respect for its traditions.

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While not wanting people to look into his house, Mr. Rickman still sought and received a variance from the Town Council in March 2019 resulting in a significant reduction in his side-yard setback. This is an interesting phenomenon. While it is true that his North side wall is no closer to the property line, the effect of the variance, in my opinion undermines our current zoning codes and permits him a much larger home.

Our codes were amended, partially in response to resident concern over "mega mansions" requiring renovation of over 50% to comply with current zoning codes. How many times has Mr. Castro expressed that view to Council and others? How many people have tried to thwart the rules by sequencing renovation over several years?

The effect of this variance allowed Mr. Rickman, when all is said and done, to have a house that is almost double in living area on an 87' wide lot. He could have moved his outer wall further from the path to alleviate his alleged concern, but he chose a larger home instead. While his outer wall remains, it still is close to the access path and hence, to people who may, according to him, look into his house. Attached as Exhibit 3 to my original Arcom objection is an annotated photo taken by a List Road neighbor. Without the variance, Mr. Rickman would have had to comply with current codes, and in my opinion, he likely would have had to move the outer wall of the home, making it smaller. I believe it's Mr. Rickman's own desire for a larger home that's created the situation about which he complains. Again, where was Mr. Castro who so often argued in support of bringing construction that exceeded 50% up to current code? Why was he silent?

Interestingly, Mr. Castro never returned my call on the variance, but I went back to do the research on my own. Attached as Exhibit 4 to my original Arcom objection is a copy of the town's Development Review Committee Report dated January 22, 2019. I note the comment by Mr. Castro indicating that Mr. Rickman needed to demonstrate the hardship supporting his requested variance. I then listened to the audio of the March 2019 Town Council meeting. I was surprised there was no discussion of the hardship. The audio record is silent on this point. Indeed, one or more council members who usually elicit information on variance hardships didn't do so in this instance. Town Staff, which usually comments on variances remained silent? Where was Mr. Castro who usually refers as well to hardships and did so in his written comment? The silence was deafening. Where was the Town Attorney? Since the record is devoid of any mention of a hardship to support the variance, I believe the variance was not properly granted and hence any certificate of occupancy is not authorized. Moreover, had Mr. Rickman been candid in his ultimate goal to deny beach access to his neighbors, I believe his neighbors might not have been supportive or tolerant of his earlier variance request and his enlarged construction.

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Now, let's talk about what in my opinion, could be called "gaming the system" or in my opinion, could also be deemed a lack of candor by the applicant.

By application dated November 5, 2020 (Exhibit 7 to my original Arcom Objection Letter), Mr. Rickman's landscape architect, Mr. Mario Nievera presented to Arcom "Landscape As-Built Plans and Related Hardscape Adjustments." A commissioner indicated that they spent considerable time on this house and wanted to see The As-Built Plans. Guess what? They show the beach easement and the driveway easement but significantly they fail to show any gate whatsoever. Arcom approved the plans without the gate.

Yet on Mr. Seagraves' Application dated two months later (January 11, 2021), the proposed gate elevation clearly shows it is dated August 3, 2020 or it was prepared months before the As Built Plans submission. So, I believe Mr. Rickman knew and intended all along to install his gate prohibiting beach access at least in August 2020 when he submitted As Built Plans in November showing the easement but no gate, and only now, after securing all the Town approvals, shows a desire to gate off beach access. This, I believe, is disingenuous. This I believe shows an intent to "game the system" and should not be allowed. This, I believe, estops Mr. Rickman from asking for the gate when he knew full well, months ago, he intended to ask for it but hid his intentions.

I believe Arcom proceedings are quasi-judicial ones in which witnesses are sworn and candor and integrity are paramount. I believe Mr. Rickman knew well before his prior submission to Arcom, and I believe possibly before his variance application, that he intended to prohibit his neighbors from using their beach access. He failed to disclose this to the Town and to Arcom. His as built plans show the easement and no gate. As such, I believe he is estopped from now asking for a gate. Are these the legal issues that the Town Attorney says cannot be considered?

There is also the question of good faith which ties into motive. I believe Mr. Rickman unilaterally chained the access without any Town approval or permit until there was an objection and he was told to remove the chain. See photo attached to my original Arcom objection. Again, doesn't Mr. Castro owe the residents an explanation? Do newly arrived residents have no respect for our traditions? Do they simply do what they want, show contempt for their neighbors, and only if caught, then beg for forgiveness rather than asking for permission? Aren't motives a consideration in an Arcom application?

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Still trying to be a good neighbor, I telephoned Mr. Pat Seagraves, whom I know and know to be a thoughtful and honorable architect. To his credit and consistent with his reputation, he was quite candid with me. He claimed he was only asked to present the gate by Mr. Nievera. He claimed to know little about the easement situation. He candidly stated his opposition to gates in general and specifically, he stated that he saw no reason for this gate. Quite a refreshing bit of candor but that's Pat's reputation.

On a town-wide basis, I am concerned with the proliferation of locked gates that deprive our residents of beach access and turn this community into a competing one of "haves" (those with beach access) and "have nots" (those who are gated out of the beach). Based on my cursory review, there will be no unrestricted beach access from the Palm Beach Country Club northward. Indeed, I hear, anecdotally, that the beach access on Ocean Lane is having a similar problem which I believe is the only beach access for people south of the beach club. I believe, among others, Nick Coniglio likes to use it with his children. This is not the community we grew up in nor the one we want to leave to our children. Palm Beach is not a gaming community.

While Mr. Rickman's background is in the gaming industry, Palm Beach is not a casino and land use in Palm Beach is not a roll of the dice or a crap shoot. Palm Beach has a well-developed land use doctrine anchored by our revered Comprehensive Plan and buttressed by our Zoning Code which has done so much to preserve our way of life. We do not take kindly to those who attempt to thwart our rules and tradition by "gaming the system".

Whatever one may think of piecemeal applications, the net effect of what Mr. Rickman has done is to almost double the living area of the house. I believe that the MLS shows the previous living area was 5,623 square feet and currently I believe it is 10,204 square feet. And all of this is done on a lot that is only 87 feet wide!

To make matters worse, I believe his neighbors supported his right to enjoy his home but now Mr. Rickman proposes the very un-neighborly act of barring beach access with a massive, dissimilar locked gate after having obtained at least one variance to construct a house that would not normally be allowed. How much should his neighbors be asked to endure?

What used to be a spirit of neighborliness and respect for others seems, with an influx of new monied residents, is being replaced by litigation. Disputes used to be resolved over drinks; now they are sorted by the Courts. We need to revert to our traditions and respect our neighbors. We need to come together.

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Based on all of the foregoing, I believe the Arcom decision should be reversed and the Town's PZB Department should direct that no further gate applications be processed, nor a certificate of occupancy be issued for the home until an investigation occurs into the circumstances surrounding this project have been fully investigated.

I thank the Council for its consideration.

Sincerely,



Martin I. Klein

EXHIBIT 1



Florida Public Beach Access Sites

nds
es

Brighton
Reservation

Fisheating Creek

Okeechobee

Okeechobee

Moore Haven

Okeechobee Waterway/Rim Canal

Clewiston

Palm Beach

nokalee

Collier
Hendry

Big Cypress
Reservation

Florida
National
Refuge

Show Imagery Slider



1:577,790

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--Show County--

SR-93

Via Marila
ACCESS NAME

FL1801
SITE ID

10PB080000
STATE ID

Palm Beach, FL
BEACH OR Address

Via Marila & N Ocean Blvd., FL
LOCATION Address

Palm Beach County
COUNTY

PB County
COUNTY ABB

080000 County
COUNTY ID

No
GULF COAST

Yes
ATLANTIC COAST

No
REGULAR PARKING

No
ADA PARKING

No
RESTROOM

No
SHELTER COVERED PICNIC

Limited Access
ACCESS STATUS

0
FEET OF FRONTAGE

NOTES

Latitude: 26.751012°
Longitude: -80.036836°

Nearby Zoom Pan Remove

Florida Public Beach Access Sites

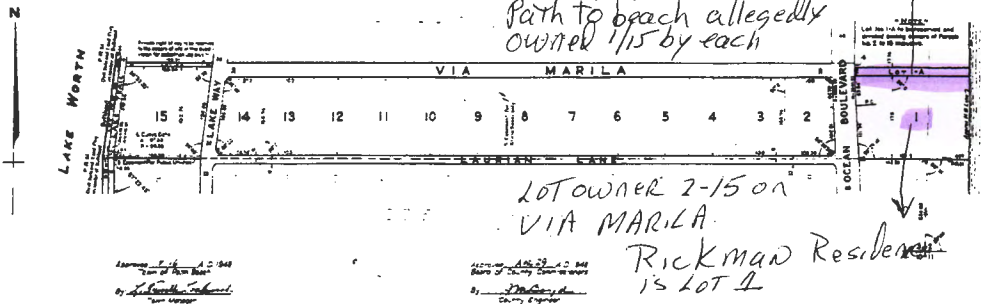
EXHIBIT 2

12/9/49

PLAT OF CORAL ESTATES PALM BEACH, FLORIDA IN SECTIONS 2 & 3, TWP. 43 S., RGE. 43 E. PALM BEACH COUNTY, FLA.

LOT 1 A is Access
Path to beach allegedly
owned 1/15 by each

Beach Access



Surveyed by L. J. ...
of ...
...
...

As shown on ...
...
...

LOT OWNER 2-15 on
VIA MARILA
Rickman Residence
is LOT 1

STATE OF FLORIDA
COUNTY OF PALM BEACH
I, JAMES H. ...
...
...

STATE OF CONNECTICUT
COUNTY OF ...
I, ...
...

STATE OF FLORIDA
COUNTY OF PALM BEACH
I, ...
...

...

...

EXHIBIT 3

PREPARED BY AND RETURN TO:

Joel P. Koepfel, Esq.
Koepfel Law Group, P.A.
1515 N. Flagler Dr. #220
West Palm Beach, FL 33401

AMENDMENT TO AGREEMENT FOR EASEMENTS

This Agreement modifies that certain Agreement for Easements recorded in Official Records Book 597, Page 185, Public Records of Palm Beach County, Florida, ("Easement Agreement") as follows:

3200 WASHINGTON, LLC (hereinafter "Lot 1 Owner") is the successor in interest to SARBACHER. The undersigned Inside Lot Owners are the successors in interest to the Inside Lot Owners. The foregoing parties agree as follows:

1. Lot 1 Owner agrees, at its sole cost and expense, to pave a 4 foot 6 inch wide concrete walkway reflected in red on Exhibit "A" attached hereto from the gate on the west end of Lot 1-A running east to the steps. The solid red block before the steps represents a patio area ("Patio"). The Inside Lot Owners agree to pay for the construction of the Patio at the time of the construction of the walkway. Lot Owner 1 shall also provide at its expense a water hose bib at the location identified on Exhibit "A". The construction obligations of Lot Owner 1 set forth in this section shall be subject to Lot Owner 1 obtaining all necessary municipal approvals and permits for construction of the noted improvements which improvements shall be completed no later than 30 days after the issuance of all required permits. Lot Owner 1 shall diligently pursue the issuance of the permit(s) upon Lot Owner 1's receipt of this Amendment fully executed by the Inside Lot Owners.

2. Lot 1 Owner agrees, at its sole cost and expense, to install a fence and gate between the pillars at the west end of Lot 1-A. The gate opening will be wide enough for pedestrian traffic but not for motorized or electric vehicles. The gate will be fitted with a keypad. Each Inside Lot Owner shall be provided with a passcode. Lot Owner 1 shall be responsible for maintaining the gate and keypad in working order. The construction obligations of Lot Owner 1 set forth in this section shall be subject to Lot Owner 1 obtaining all necessary municipal approvals and permits for construction of the noted improvements which improvements shall be completed no later than 30 days after the issuance of all required permits. Lot Owner 1 shall diligently pursue the issuance of the permit(s) upon Lot Owner 1's receipt of this Amendment fully executed by the Inside Lot Owners.

3. Except as set forth above Lot Owner 1 shall make no other changes to Lot 1-A and shall not be responsible for the cost or maintenance of any changes that the Inside Lot Owners may, in their sole discretion, determine to make in the future. The parties acknowledge and agree that the cabana referred to in the Easement Agreement was destroyed many years ago and Lot Owner 1 shall have no further responsibility or obligation to replace said cabana.

4. Notwithstanding anything to the contrary in the Easement Agreement, Lot Owner 1 and the Inside Lot Owners shall not park or use any motorized or electric vehicles on Lot 1-A, except to the extent that such vehicles may be required, from time to time, to maintain Lot 1-A. Lot Owner 1, its principals, family and guests shall have pedestrian access over Lot 1-A including the right to use the steps to the beach, provided, however, that such access shall be limited to direct access from existing entry points on Lot 1 and not through the gate to be constructed pursuant to paragraph 2 of this Agreement.

5. This Agreement shall become effective when signed by all Inside Lot Owners, or their duly authorized legal representatives, and be binding on the parties hereto and the successors and assigns to their respective property interests.

6. Except as expressly stated herein, nothing in this Agreement shall be construed to change the rights or obligations of either the Inside Lot Owners or Lot 1 Owner as set forth in the Easement Agreement.

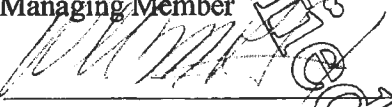
ACKNOWLEDEGED AND AGREED:

CORAL ESTATES LOT 1 /LESS S 87.5 FT & TRACT IN OR 755 P 35

1055 N. OCEAN BLVD.
PALM BEACH FL 33480

3200 Washington, LLC
a Florida limited liability company

By: WMR Management Corp.
Its: Managing Member

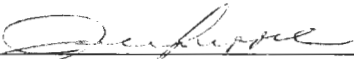
By: 
Printed Name: William M. Rickman
Title: President
Dated: Sept 3, 2020

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 3 day of September, 2020, by William M. Rickman, as President of WMR Management Corp., a Delaware corporation, as Managing Member of 3200 Washington, LLC, a Florida limited liability company, on behalf of the company. He ☒ is personally known to me or ☐ has produced _____ as identification.



JOEL P. KOEPEL
Commission # GC281423
Expires December 28, 2022
Bonded thru Budget Policy Services


(Signature of person taking acknowledgment)

JOEL P. KOEPEL
(Name typed, printed or stamped)
Title or rank: _____
Serial number, if any: _____

ACKNOWLEDGED AND AGREED:

CORAL ESTATES LTS 2 & 3

1050 N OCEAN BLVD
PALM BEACH FL 33480 3229

Edmund H Beebe
BEEBE EDMUND H

Melissa Beebe
BEEBE MELISSA

Dated: 10/20, 2020

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 20th day of November, 2020, by Edmund H. Beebe and Melissa Beebe. They ☒ are personally known to me or ☐ have produced _____ as identification.



ROBERT F. ROXAS
Commission # GG 352582
Expires July 8, 2023
Bonded Thru Budget Notary Services

Robert Roxas
(Signature of person taking acknowledgment)

Robert Roxas
(Name typed, printed or stamped)
Title or rank: Public Notary
Serial number, if any: _____

ACKNOWLEDGED AND AGREED:

CORAL ESTATES LOT 4

216 VIA MARILA
PALM BEACH, FLORIDA 33480

MEYERHOFF MARILYN S

MARILYN MEYERHOFF TR TITL HLDR

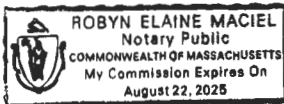
MEYERHOFF MARILYN S TR

MARILYN S. MEYERHOFF, Individually and
as Trustee

Dated: 10/21/20, 2020

STATE OF ~~Massachusetts~~
COUNTY OF ~~Dukes~~

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 21st day of October, 2020, by Marilyn S. Meyerhoff, Individually and as Trustee of the Marilyn S. Meyerhoff Revocable Trust u/a dated December 11, 1997, as amended and restated. She ☐ is personally known to me or ☒ has produced Driver's license as identification.



[Signature]
(Signature of person taking acknowledgment)

Robyn Elaine Maciel
(Name typed, printed or stamped)

Title or rank: Public Notary

Serial number, if any: _____

ACKNOWLEDGED AND AGREED:

CORAL ESTATES LOT 5

224 VIA MARILA
PALM BEACH, FLORIDA 33480

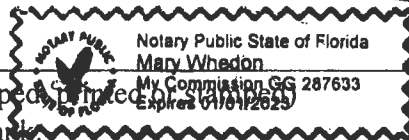
MICHAEL A. STERANKA

Dated: 11/23/20, 2020

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23rd day of November, 2020, by Michael Steranka. He ☐ is personally known to me or ☒ has produced Florida Drivers license as identification.

(Signature of person taking acknowledgment)



(Name typed, printed or stamped)

Title or rank:

Serial number, if any:

ACKNOWLEDGED AND AGREED:

CORAL ESTATES LOT 6

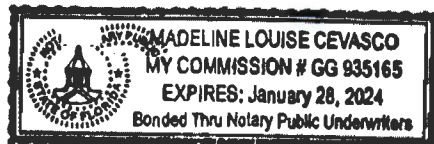
232 VIA MARILA
PALM BEACH, FLORIDA 33480


CHARLES F. WILLIS

Dated: Nov 10, 2020

STATE OF FL
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5th day of November, 2020, by Charles F. Willis. He ☒ is personally known to me or ☐ has produced _____ as identification.




(Signature of person taking acknowledgment)

MADRELIN LOUISE CEVASCO
(Name typed, printed or stamped)

Title or rank: Notary Public

Serial number, if any: GG 935165

ACKNOWLEDGED AND AGREED:

CORAL ESTATES LOT 7

240 VIA MARILA
PALM BEACH, FLORIDA 33480

Pamela Howard
PAMELA HOWARD

Dated: 10/24/20, 2020

STATE OF New York
COUNTY OF Schenectady

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 24th day of October, 2020, by Pamela Howard. She ☒ is personally known to me or ☐ has produced _____ as identification.

[Signature]
(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

Title or rank: _____

Serial number, if any: _____

COURTNEY M. HAIRE
Notary Public, State of New York
No. 01HA6390451
Qualified in Columbia County
Commission Expires April 15, 2023

ACKNOWLEDGED AND AGREED:

CORAL ESTATES LOT 8 & EAST 25 FEET OF LOT 9

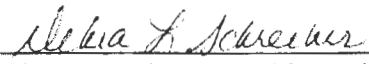
248 VIA MARILA
PALM BEACH, FLORIDA 33480


REMY TRAFELET

Dated: 10/21, 2020

STATE OF FLORIDA
COUNTY OF PALM BEACH

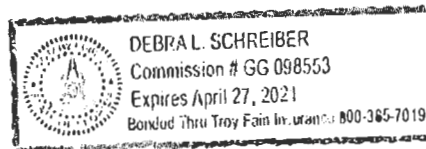
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 26th day of OCTOBER, 2020, by Remy Trafelet. He ☒ is personally known to me or ☐ has produced _____ as identification.


(Signature of person taking acknowledgment)

Debra L. Schreiber
(Name typed, printed or stamped)

Title or rank: _____

Serial number, if any: _____



ACKNOWLEDGED AND AGREED:

CORAL ESTATES LOT 9 (LESS EAST 25 FEET) & LOT 10

256 VIA MARILA
PALM BEACH, FLORIDA 33480



MARK D. RATTINGER



NICOLE R. RATTINGER

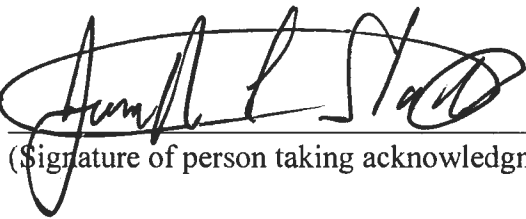
Dated: 11/19, 2020

STATE OF FLA
COUNTY OF PAV

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of Nov., 2020, by Mark D. Rattinger and Nicole R. Rattinger. They ☒ are personally known to me or ☐ have produced _____ as identification.



JOSEPH L. STAATS
Commission # GG 939411
Expires January 27, 2024
Bonded Thru Budget Notary Services



(Signature of person taking acknowledgment)

(Name typed, printed or stamped)

Title or rank: _____

Serial number, if any: _____

ACKNOWLEDGED AND AGREED:

CORAL ESTATES WEST 8 FEET OF LOT 10 & LOT 11

22 VIA MARILA
PALM BEACH, FLORIDA 33480

Nicholas K. Rafferty
NICHOLAS K. RAFFERTY

Caroline C. Rafferty
CAROLINE C. RAFFERTY

Dated: Nov 5, 2020

STATE OF FLORIDA
COUNTY OF PALM BEACH

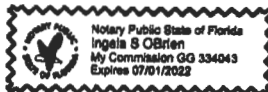
The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 5 day of NOVEMBER, 2020, by Nicholas K. Rafferty and Caroline C. Rafferty. They ☒ are personally known to me or ☐ have produced as identification.

Ingrid S. O'Brien
(Signature of person taking acknowledgment)

Ingrid S. O'Brien
(Name typed, printed or stamped)

Title or rank: Notary

Serial number, if any: _____



ACKNOWLEDGED AND AGREED:

CORAL ESTATES LOT 12

280 VDA MARILA
PALM BEACH, FLORIDA 33480

KMK HOLDINGS LLC

By:

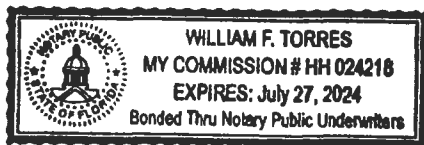
Michael Flanigan
MICHAEL FLANIGAN

Title: Managing Partner

Dated: 10-21, 2020

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21st day of OCTOBER, 2020, by Michael Flanigan, as Managing Partner of KMK Holdings, LLC, a Delaware limited liability company, on behalf of the company. He ☐ is personally known to me or ☒ has produced FLORIDA DRIVER LICENSE as identification.



[Signature]
(Signature of person taking acknowledgment)

WILLIAM F. TORRES
(Name typed, printed or stamped)

Title or rank: NOTARY PUBLIC OF FLORIDA

Serial number, if any: HH 024218

Page 2 of 2
10/21/2020
WFT

ACKNOWLEDGED AND AGREED:

CORAL ESTATES LOT 13

288 VIA MARILA
PALM BEACH, FLORIDA 33480

Lloyd Granoff
LLOYD GRANOFF

Harriet Granoff
HARRIET GRANOFF

Dated: October 21, 2020

STATE OF RI
COUNTY OF Newport

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of October, 2020, by Lloyd Granoff and Harriet Granoff. They ☒ are personally known to me or ☐ have produced _____ as identification.

Bryan L. Stovall
(Signature of person taking acknowledgment)

Bryan L. Stovall
(Name typed, printed or stamped)
Title or rank: Property Manager/Notary
Serial number, if any: _____

ACKNOWLEDGED AND AGREED:

CORAL ESTATES LOT 14

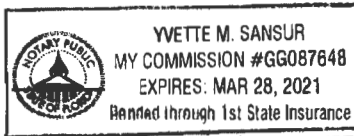
0053 NORTHLAKE WAY
PALM BEACH, FLORIDA 33480

JUAN MARIA NAVEJA DIEBOLD

Dated: October 19th, 2020

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 20th day of October, 2020, by Juan Maria Naveja Diebold. He ☒ is personally known to me or ☐ has produced _____ as identification.



Yvette Sansur
(Signature of person taking acknowledgment)

Yvette Sansur
(Name typed, printed or stamped)

Title or rank: Manager

Serial number, if any: GG087648

ACKNOWLEDGED AND AGREED:

CORAL ESTATES SOUTH 100 FEET OF LOTS 15 & 16

1040 NORTHLAKE WAY
PALM BEACH, FLORIDA 33480

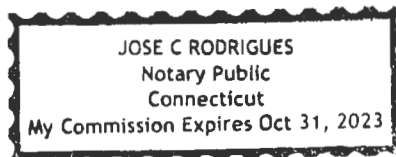
Edward Garden
EDWARD GARDEN

Brooke Garden
BROOKE GARDEN

Dated: October 27, 2020

STATE OF Connecticut
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 27 day of October, 2020, by Edward Garden and Brooke Garden. They ☐ are personally known to me or ☒ have produced Driver License as identification.



[Signature]
(Signature of person taking acknowledgment)

Jose C. Rodriguez
(Name typed, printed or stamped)

Title or rank: Notary

Serial number, if any: _____

ACKNOWLEDGED AND AGREED:

CORAL ESTATES LOTS 15 & 16 LESS SOUTH 100 FEET

1050 NORTHLAKE WAY
PALM BEACH, FLORIDA 33480

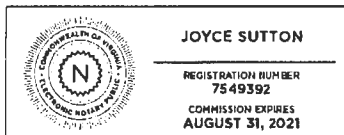
Alfred B. Engelberg
ALFRED B. ENGELBERG

Gail M. Engelberg
GAIL M. ENGELBERG

Dated: October 20, 2020

STATE OF Virginia
COUNTY OF Chesapeake City

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☒ online notarization, this 20th day of October, 2020, by Alfred B. Engelberg and Gail M. Engelberg. They ☐ are personally known to me or ☒ have produced Florida Driver License as identification.



Electronic Notary Public

Joyce Sutton
(Signature of person taking acknowledgment)

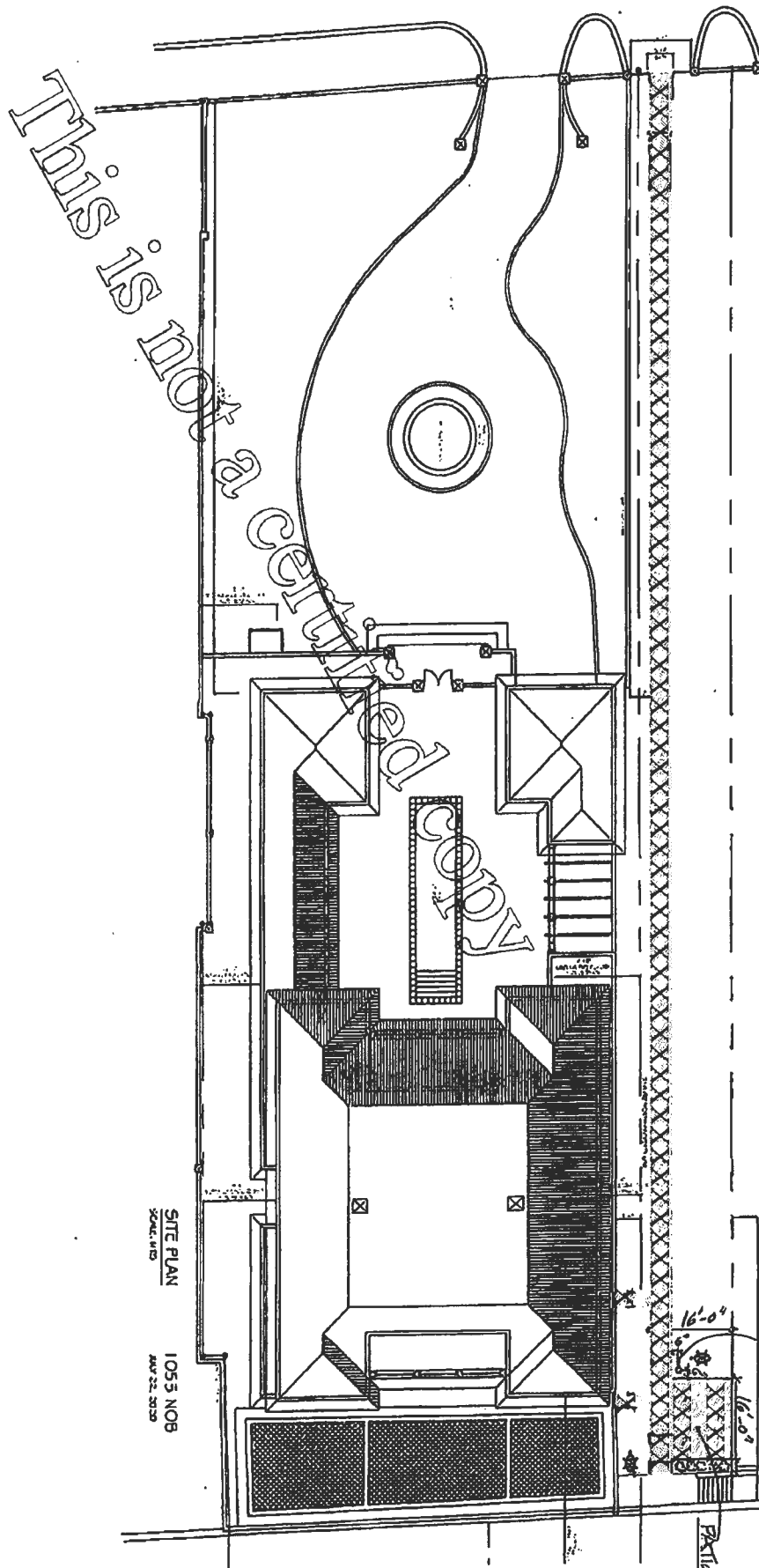
Joyce Sutton

(Name typed, printed or stamped)

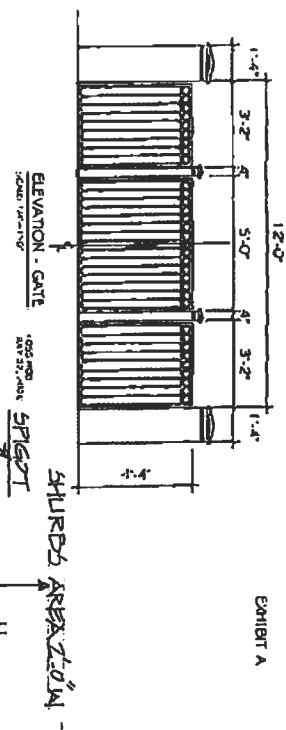
Title or rank: Notary Public

Serial number, if any: 7549392

Notarized online using audio-video communication



XXX - cross-hatched area is the location of the concrete walkway and patio areas



SITE PLAN
SCALE: NTD

1053 NOB
APR 22, 2020

EXHIBIT 4

AGREEMENT FOR EASEMENTS

1305

FCB 9 9 45 AM '81



ALH0003
PALM BEACH COUNTY

12.70
92

KNOW ALL MEN BY THESE PRESENTS;

That ROBERT I. SARBACHER and ELIZABETH K. SARBACHER, his wife, hereinafter called "SARBACHER", are the owners of the following described real estate:

The North 87.5 feet of Lot 1 of CORAL ESTATES, a subdivision of the Town of Palm Beach, Florida, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 22, page 27,

which was acquired (together with adjacent property on the south) by Special Warranty Deed dated January 30, 1959 and recorded in Official Records 298 at pages 202 and 203, public records of Palm Beach County, Florida.

That Gustav T. Broberg, Jr., as Trustee (Lot 4), John F. Schattner and Helen R. Schattner, his wife (Lot 5), R. Bruce Jones and Mary Lew Jones, his wife (Lot 6), J. Stockton Bryan and Mildred Bryan, his wife (Lot 7), Tatiana Brooks (Lot 8), Raymond J. Kunkal (Lots 9 and 10, less W 10' of Lot 10), Harry P. Davison and Barbara V. Davison, his wife (W. 10' of Lot 10 and Lot 11), James C. Pearson and Patricia C. Pearson, his wife (Lot 12), Frank J. Rief, Jr. (Lot 13), Juan Jesus Azqueta and Ana Margarita Freyre, husband and wife (Lot 3), Bradley Enterprises, Inc. (Lots 15 and 16, less S 100' thereof), Robert E. List and Cynthia J. List, his wife (S 100' of Lots 15 and 16), and Paul Seiderman, Joseph Spitzer and Charles Breslow (these last three are joint owners) (Lots 2 and 14), hereinafter called "Inside Lot Owners", are the owners of the following described real estate:

Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, and 16 and Lot 1A of CORAL ESTATES, a subdivision of the Town of Palm Beach, Florida, according to the plat thereof on file in the office of the Clerk of the Circuit Court in and for Palm Beach County, Florida, in Plat Book 22, page 27.

1. That in consideration of permission given to "SARBACHER" by the "INSIDE LOT OWNERS" to construct a steel bulkhead across the width of Lot 1A on the eastern end thereof, "SARBACHER" does hereby:

(a) Agree to construct permanent concrete steps by indented stairway and place cement cap on top of bulkhead on or before sixty (60) days after the date of recording this agreement, which construction shall be in accordance with specifications submitted or approved by "INSIDE LOT OWNERS" and construction approved by their engineer.

(b) Agree to construct a beach cabana on or before sixty (60) days from the date of recording this agreement. The Cabana will be constructed with a poured concrete foundation and floor base with an enclosed shower bath facility and electric current outlet, and the design and specifications of the cabana construction shall be subject to the approval of a majority of the "INSIDE LOT OWNERS". Separate water and electric meters shall be installed by "SARBACHER" and periodic charges shown thereon are to be paid for by the "INSIDE LOT OWNERS".

(c) Grant and convey a perpetual easement area bounded on the north by the south line of Lot 1A; on the west by the presently existing steel bulkhead running north and south across the width of property described above as being owned by "SARBACHER"; on the south by a line parallel and thirty (30) feet south of the south line of Lot 1A; and on the east by the waters of the Atlantic Ocean.

(d) Agree to provide aesthetic landscaping on and about Lot 1A without obstruction to access of cabana and beach from North Ocean Boulevard.

(e) To provide permanent maintenance of Lot 1A and agree that this covenant and obligation will run with the land and that this obligation will be incorporated in any instrument of conveyance or lease of property owned by "SARBACHER" as described above.

2. That in consideration of the protection from erosion provided by the construction of a steel bulkhead across Lot 1A by "SARBACHER" and other valuable considerations set forth above, the "INSIDE LOT OWNERS" do hereby:

(a) Grant and convey an easement over the South 10 feet of the West 110 feet of Lot 1A and the South 12 feet of the East 70 feet of the West 180 feet of Lot 1A, for the purpose of constructing a hard surface driveway for access to and parking for the residence located on the eastern end of property owned by "SARBACHER" as described above, reserving, however, unto the "INSIDE LOT OWNERS" the right to the use of this area for access and parking. If used for parking by "INSIDE LOT OWNERS" it is understood and agreed that said driveway between garage and North Ocean Boulevard used for access will not be blocked.

(b) Grant permission to construct a concrete driveway entrance gatepost in the northwest corner of Lot 1A, which post is to be similar to the gatepost presently located in the northwest corner of Lot 1.

IN WITNESS WHEREOF, "SARBACHER" and the "INSIDE LOT OWNERS" have caused these presents to be signed this 8 day of Feb., 1968.

Robert Y. Sarbacher
Robert Y. Sarbacher

Elizabeth K. Sarbacher
Elizabeth K. Sarbacher

Signed, Sealed
and Delivered in
the presence of:

Shirley Patten
Doyle Rogers

STATE OF FLORIDA)
 : SS.
COUNTY OF PALM BEACH)

Before me personally appeared ROBERT I. SARRACHER and ELIZABETH K. SARRACHER to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 10th day of March, 1960.

Shirley Potter
Notary Public in and for the
County and State Aforesaid.

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 9, 1963
Issued By Judicial Fire & Country Co.

Signed, Sealed
and Delivered in
the Presence of:

Doyle Rogers

Gustav T. Broberg, Jr.
as Trustee

Willa Snyder

Stewart C. Broberg
Stewart C. Broberg

STATE OF FLORIDA)
 : SS.
COUNTY OF PALM BEACH)

Before me personally appeared GUSTAV T. BROBERG, JR. and STEWART C. BROBERG to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 21 day of December, 1960.

Willa Snyder
Notary Public in and for the
County and State Aforesaid.

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Nov. 6, 1963
Issued By American Fire & Country Co.

Signed, Sealed
and Delivered in
the Presence of:

Walter P. Potter

John F. Schattner
John F. Schattner

William R. Schattner

William R. Schattner
William R. Schattner

As to the Schattners

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

Before me personally appeared JOHN F. SCHATTNER and WILEN R. SCHATTNER to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 14 day of October, 1960.

Walter P. Potter
Notary Public in and for this
County and State Aforesaid
My commission expires:

Notary Public, State of Florida, 1960
My Commission Expires Aug. 17, 1961
Issued by American Notary & County Seal

Signed, Sealed
and Delivered in
the Presence of:

William L. Pierce

R. Bruce Jones
R. Bruce Jones

Mary Law Jones

Mary Law Jones
Mary Law Jones

As to the Jones

STATE OF FLORIDA)
) SS.
COUNTY OF PALM BEACH)

Before me personally appeared R. BRUCE JONES and MARY LAW JONES to me well known and known to me to be the individuals described in and who executed the foregoing instrument and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 14th day of June, 1960.

William L. Pierce
Notary Public in and for the
County and State Aforesaid
My commission expires:

August 26, 1960

STATE OF FLORIDA)
: SS.
COUNTY OF PALM BEACH)

Before me personally appeared R. BRUCE JONES and MARY LAW JONES to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this _____ day of _____, 1960.

Notary Public in and for the
County and State Aforesaid.

My commission expires:

Signed, Sealed
and Delivered in
the Presence of:

Shirley Patten
Theresa S. S. S.

Tatiana Brooks
Tatiana Brooks,
A Free Dealer

STATE OF FLORIDA)
: SS.
COUNTY OF PALM BEACH)

a free dealer
Before me personally appeared TATIANA BROOKS to me well known and known to me to be the individual described in and who executed the foregoing instrument, and acknowledged before me that she executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 2nd day of May, 1960.

Shirley Patten
Notary Public in and for the
County and State Aforesaid.

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Aug. 9, 1963
Signed by Secretary, Not. & Com. Co.

Signed, Sealed
and Delivered in
the Presence of

Shirley L. Pottin

As to the Kunkels

Raymond J. Kunkel
Raymond J. Kunkel

Ann C. Kunkel
Ann C. Kunkel

STATE OF FLORIDA)
: ss.
COUNTY OF PALM BEACH)

Before me personally appeared RAYMOND J. KUNKEL and ANN C. KUNKEL to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 21st day of April, 1960.

Shirley L. Pottin
Notary Public in and for the
County and State Aforesaid;

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Aug. 9, 1963
Issued by American Sure & Security Co.

Signed, Sealed
and Delivered in
the Presence of:

Shirley L. Pottin

As to the Davisons

Harry P. Davison
Harry P. Davison

Barbara V. Davison
Barbara V. Davison

STATE OF FLORIDA)
 : SS.
 COUNTY OF PALM BEACH)

Before me personally appeared HARRY P. DAVISON and BARBARA V. DAVISON to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 22nd day of April, 1960.

Shirley Foster
Notary Public in and for the
County and State of Florida

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Aug. 3, 1963
Issued by American Bar & Copyright Co.

Signed, Sealed
and Delivered in
the Presence of:

Annunzio A. Miles

James C. Pearson
James C. Pearson

Shirley Foster
As to the persons

Patricia C. Pearson
Patricia C. Pearson

STATE OF FLORIDA)
 : SS.
 COUNTY OF PALM BEACH)

Before me personally appeared JAMES C. PEARSON and PATRICIA C. PEARSON to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 21st day of April, 1960.

Shirley Foster
Notary Public in and for the
County and State of Florida

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Aug. 3, 1963
Issued by American Bar & Copyright Co.

Signed, Sealed
and Delivered in
the Presence of:

597 PAGE 193

Doyce Rogers

Frank J. Rief, Jr.
Frank J. Rief, Jr.

Seunith H. Dier
As to the Riefs

Lois M. Rief
Lois M. Rief

STATE OF FLORIDA)
: SS.
COUNTY OF PALM BEACH)

Before me personally appeared FRANK J. RIEF, JR. and LOIS M. RIEF to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 19th day of October, 1960.



Seunith H. Dier
Notary Public in and for the
County and State Aforesaid

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Oct. 13, 1961
Issued by American Bar & Company Co.

Signed, Sealed
and Delivered in
the Presence of:

Barbara Laach

Barbara Laach
As to the Seidermans

Paul Seiderman
Paul Seiderman

Grace Seiderman
Grace Seiderman

STATE OF FLORIDA)
) SS.
 COUNTY OF PALM BEACH)

Before me personally appeared PAUL SEIDERMAN and GRACE SEIDERMAN to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 6th day of February, 1960. 1961

Barla. Spatz
 Notary Public in and for the
 County and State Aforesaid

My commission expires:

My Commission Expires June 24, 1964

Signed, Sealed
 and Delivered in
 the Presence of:

Paul A. Spatz

Joseph Spitzer
 Joseph Spitzer

Barbara Lasch
 As to the Spitzers

Jenny Spitzer
 Jenny Spitzer

STATE OF FLORIDA)
) SS.
 COUNTY OF PALM BEACH)

Before me personally appeared JOSEPH SPITZER and JENNY SPITZER to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 6th day of February, 1960. 1961

Barla. Spatz
 Notary Public in and for the
 County and State Aforesaid.

My commission expires:

My Commission Expires June 24, 1964

Signed, Sealed
and Delivered in
the Presence of:

Barla Spatz

Charles Breslow
Charles Breslow

Barbara Lorch
As to the Breslows

Cecil Breslow
Cecil Breslow

STATE OF FLORIDA)
: ss.
COUNTY OF PALM BEACH)

Before me personally appeared CHARLES BRESLOW and CECIL BRESLOW to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 6th day of February, 1960. (1961)



Barla Spatz
Notary Public in and for the
County and State Aforesaid.

My commission expires;

My Commission Expires June 24, 1964

Signed, Sealed
and Delivered in
the Presence of:

597 PAGE 196

Robert E. List

Robert E. List
Robert E. List

Marilyn L. List
As to the Lists

Cynthia J. List
Cynthia J. List

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

Before me personally appeared ROBERT E. LIST and CYNTHIA J. LIST, to me well known and known to me to be the individuals described in and who executed the foregoing instrument, and acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 9th day of December, 1960.

Robert E. List

Notary Public in and for the
County and State Aforesaid.

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires Feb. 14, 1964
Bonded By American Fidelity & Guaranty Co.

Signed, sealed
and Delivered in
the Presence of:

BRADLEY ENTERPRISES, INC.

By Robert C. List
Its Vice-President

Robert E. List
Marilyn L. List

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

Before me personally appeared Robert C. List, Vice-President of BRADLEY ENTERPRISES, INC., to me well known and he acknowledged before me that he executed the foregoing instrument as such officer of said corporation; and that he affixed thereto the official seal of said corporation; and I FURTHER CERTIFY that I know the said person making said acknowledgment to be the individual described in and who executed the said instrument.

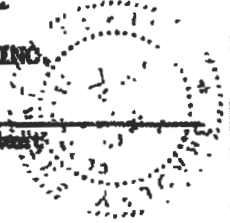
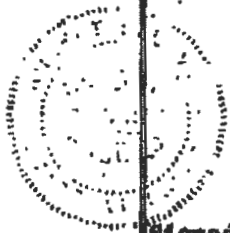
WITNESS my hand and official seal this 9th day of December, 1960.

Robert E. List

Notary Public in and for the County
and State Aforesaid.

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 14, 1964
Bonded By American Fidelity & Guaranty Co.



Signed, sealed and
delivered in the
presence of

Enrique Gonzalez de Mendoza
Attorney in fact for Juan Jesus
Asqueta

Doyle Rogers

Sherrill H. Miller

Enrique Gonzalez de Mendoza
Attorney in fact for Ana Margarita
Freyre

STATE OF FLORIDA

SS.

COUNTY OF PALM BEACH

Before me personally appeared ENRIQUE GONZALEZ de MENDOZA, Attorney in fact for Juan Jesus Asqueta and Ana Margarita Freyre, by General Power of Attorney dated September 6, 1960, given by Juan Jesus Asqueta and Ana Margarita Freyre to Enrique Gonzalez de Mendoza, recorded September 20, 1960 in Official Record Book 351, page 44, public records of Palm Beach County, Florida, to me well known and known to me to be the individual described above and who executed the foregoing instrument, and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal this 15th day of December, 1960.

Sherrill H. Miller
Notary Public in and for the County
and State Aforesaid.

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 15, 1961
Issued by American Bar & County Co.



Signed, sealed and
delivered in the
presence of:

Stockton Bryan
J. Stockton Bryan

Mildred Bryan
Mildred Bryan

Doyle Rogers
Henrietta H. Miller

STATE OF FLORIDA

I
I
I

SS.

COUNTY OF PALM BEACH

Before me personally appeared J. STOCKTON BRYAN and
MILDRED BRYAN, his wife, to me well known and known to me to be
the individuals described in and who executed the foregoing
instrument, and acknowledged before me that they executed the
same for the purposes therein expressed.

WITNESS my hand and official seal this 8th day of

February, 1961.



Henrietta H. Miller
Notary Public in and for the County
and State Aforesaid.

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Oct. 15, 1961
Quoted by American Map & Census Co.

Recorded in Official Record Book
of Palm Beach County, Florida
J. ALEX ARNETTE
CLERK OF CIRCUIT COURT