

Prepared by and return to:

Harvey E. Oyer III, Esq.  
Shutts & Bowen, LLP  
525 Okeechobee Boulevard, Suite 1100  
West Palm Beach, FL 33401

### **AGREEMENT REGARDING DEDICATION OF RIGHT-OF-WAY**

**THIS AGREEMENT REGARDING DEDICATION OF RIGHT-OF-WAY** (this “**Agreement**”) is made as of \_\_\_\_\_, 2023 by and between **THE SOCIETY OF THE FOUR ARTS, INC.**, a Florida not-for-profit corporation (“**Four Arts**”) with an address at 100 Four Arts Plaza, Palm Beach, FL 33480, and the **TOWN OF PALM BEACH**, a municipality of the State of Florida (the “**Town**”), with an address at 360 South County Road, Palm Beach, Florida 33480.

WHEREAS, Four Arts previously recorded that certain Dedication and Grant of Road Right-of-Way in Official Records Book 7151, Page 617, of the Public Records of Palm Beach County, Florida (the “**Original Dedication**”), for the intended purpose of granting the Town an easement over the real property legally described therein (the “**Property**”) for the purpose of establishing a road right-of-way easement with respect to Lake Trail; and

WHEREAS, Four Arts and the Town wish to enter into and record this Agreement for the purposes of clarifying the intended nature of the rights granted to the Town under of the Original Dedication, and to give legal effect to the same to the extent necessary.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
2. **Intended Nature of Dedication.** Four Arts and the Town acknowledge and agree that the rights intended to be conveyed to, and accepted by, the Town under the Original Dedication were intended to create an easement rather than acting as a conveyance of fee simple title to the Property. Accordingly, and for avoidance of doubt, the Original Dedication shall be construed to operate as the grant of an easement by Four Arts to the Town over the Property for the purpose of a road right-of-way easement for Lake Trail (the “**Easement**”), with Four Arts remaining as the fee simple owner of the Property. In furtherance of the foregoing, the Town hereby quit claims unto Four Arts and its heirs, successors, and assigns forever, all of the right, title, interest, claim, and demand which the Town has in and to the Property (if any) except for the Easement as described herein, and abandons and disclaims any and all dedications or other interests it may have in and to the Property except for the Easement.
3. **Modifications to Easement Area.** The Easement over the Property cannot be relocated or otherwise modified without the express written consent of both the Four Arts and the Town, or their respective successors or assigns.

~~3.4.~~ **Covenants Running with the Land.** The provisions of this Agreement and the rights and covenants contained herein shall run with the land, and shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

~~4.5.~~ **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

~~5.6.~~ **Entire Agreement.** This Agreement contains the entire agreement between Four Arts and the Town relating to the matters addressed herein.

~~6.7.~~ **Severability.** If any clause, sentence, or other portion of this Agreement shall become illegal, null, or void for any reason, or shall be held by any court of competent jurisdiction to be so, the remaining portions thereof shall remain in full force and effect.

~~7.8.~~ **Amendment.** This Agreement may only be amended by written agreement of the parties hereto, or their respective successors or assigns.

**[Remainder of Page Intentionally Left Blank]**

IN WITNESS WHEREOF, the Four Arts and the Town have executed this Agreement as of the date set forth above.

Signed, sealed and delivered in  
the presence of:

**THE SOCIETY OF THE FOUR ARTS, INC.,**  
a Florida not-for-profit corporation

\_\_\_\_\_  
Print Name:\_\_\_\_\_

By:\_\_\_\_\_  
Name:\_\_\_\_\_  
Title:\_\_\_\_\_

\_\_\_\_\_  
Print Name:\_\_\_\_\_

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, as \_\_\_\_\_ of **THE SOCIETY OF THE FOUR ARTS, INC.**, a Florida not-for-profit corporation, on behalf of the corporation, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

[OFFICIAL NOTARIAL SEAL]

\_\_\_\_\_  
Print Name:\_\_\_\_\_  
Notary Public, State of\_\_\_\_\_  
My Commission Number:\_\_\_\_\_  
My Commission Expires:\_\_\_\_\_

Signed, sealed, and delivered in the presence of:

**TOWN OF PALM BEACH,**  
a municipality of the State of Florida

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

\_\_\_\_\_  
Kirk Blouin, Town Manager

Witness: \_\_\_\_\_  
Print Name: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Pat Gayle-Gordon, Deputy Town Clerk

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by **Kirk Blouin**, the Town Manager, and **Pat Gayle-Gordon**, as Deputy Town Clerk, respectively, of the **TOWN OF PALM BEACH**, a municipality of the State of Florida, on behalf of such municipality, who ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

[OFFICIAL NOTARIAL SEAL]

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

\_\_\_\_\_  
John C. Randolph, Town Attorney