

ARTICLES OF INCORPORATION

OF

GOLD COAST TOWERS - A CONDOMINIUM, INC.

(A Corporation Not for Profit)

The undersigned hereby associate themselves for the purpose of forming a corporation not for profit under Chapter 617 of Florida Statutes and certify as follows:

ARTICLE I.

NAME

The name of this corporation shall be  
GOLD COAST TOWERS - A CONDOMINIUM, INC.

ARTICLE II.

PURPOSE

In accordance with the provisions of Chapter 711 of Florida Statutes, commonly known as the Condominium Act, a Condominium will be created upon certain lands in Palm Beach County, Florida, to be known as GOLD COAST TOWERS - A CONDOMINIUM. The Declaration subjecting the lands involved to a condominium form of ownership will be recorded among the Public Records of Palm Beach County, Florida. This corporation is organized for the purpose of operating, governing, administering and managing the property and affairs of the condominium, to-wit: GOLD COAST TOWERS - A CONDOMINIUM

and to exercise all powers and discharge all responsibilities granted to it as a corporation under the laws of the State of Florida, the By-Laws, these Articles of Incorporation and the aforementioned Declaration of Condominium, and further to exercise all powers granted to a condominium association under the Condominium Act, and to acquire, hold, convey and otherwise deal in and with real and personal property in this corporation's capacity as a condominium association.

ARTICLE III.

POWERS

The powers of the corporation shall include and be governed by the following provisions:

1. The corporation shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles, and in addition, all of the powers conferred by the Condominium Act upon a condominium association, and in addition, all of the powers set forth in the Declaration of Condominium of GOLD COAST TOWERS - A CONDOMINIUM which are not in conflict with law.

2. The corporation shall have all of the powers reasonably necessary to implement the powers of the corporation, including but not limited to the following:

- (a) To operate and manage the condominium and condominium property in accordance with the sense, meaning, direction, purpose and intent contained in the Declaration of Condominium of GOLD COAST TOWERS - A CONDOMINIUM when the same has been recorded among the Public Records of Palm Beach County, Florida.
- (b) To make and collect assessments against members to defray the costs of the condominium, and to refund common surplus to members.
- (c) To use the proceeds of assessments in the exercise of its powers and .
- (d) To maintain, repair, replace and operate the condominium property.
- (e) To reconstruct improvements upon the condominium property after casualty, and to further improve the property.
- (f) To make and amend regulations respecting the use of the property in the condominium.
- (g) To approve or disapprove the proposed purchasers, lessees and mortgagees of apartments, if required by the Declaration of Condominium.
- (h) To enforce by legal means the provisions of the condominium documents, these Articles, the By-Laws of the corporation and the regulations for the use of the property in the condominium.
- (i) To contract for the management of the condominium and to delegate to such contractor all powers and duties of the corporation except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the corporation.

3. All funds and title of all properties acquired by the corporation and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the condominium documents.

4. The powers of the corporation shall be subject to and be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the condominium property.

#### ARTICLE IV.

##### MEMBERS

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1. Until such time as the Declaration of Condominium of GOLD COAST TOWERS - A CONDOMINIUM shall be recorded among the Public Records of Palm Beach County, Florida, the membership of this corporation shall be comprised of the Subscribers to these Articles, or their assigns, each of which Subscribers or his assigns, shall be entitled to cast one vote on all matters in which the membership shall be entitled to vote.

2. After the recording of the Declaration of Condominium of GOLD COAST TOWERS - A CONDOMINIUM the owners of each condominium unit in the aforementioned condominium shall each be a member of the corporation and at such time the Subscribers who are members of the corporation by virtue of Paragraph 1 above shall no longer be members by virtue of said Paragraph 1.

3. Thereafter, membership in the corporation shall be established by acquisition of the fee title to a condominium unit in GOLD COAST TOWERS -

A CONDOMINIUM, whether by conveyance, devise, judicial decree or otherwise, and the membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee interest in any unit except that nothing herein contained shall be construed as terminating the membership of any party who may own a fee ownership interest in two or more units, so long as such party shall retain title to a fee ownership interest in any unit.

4. The interest of a member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance to his unit. The properties, funds and assets of the corporation shall be held or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may hereafter be adopted.

5. On all matters on which the membership shall be entitled to vote, there shall be only one vote for each unit in the condominium, which vote may be exercised or cast by the owner or owners of each unit in such manner as may be provided in the By-Laws of this corporation. Should any member own more than one unit, such member shall be entitled to exercise or cast one vote for each unit owned in the manner provided by said By-Laws.

#### ARTICLE V.

##### TERM

This corporation shall have perpetual existence.

#### ARTICLE VI.

##### PRINCIPAL OFFICE

The principal office of this corporation shall be located at  
One South Lakeside Drive, Lake Worth, Florida 33460

but this corporation may change said principal office and transact business at such other places within or without the State of Florida as shall from time to time be designated by the Board of Directors.

#### ARTICLE VII.

##### MANAGEMENT OF THE AFFAIRS OF THE CORPORATION - OFFICERS

The affairs of this corporation shall be managed by its officers, subject, however, to the directions of the Board of Directors, except to the extent that the Directors shall have delegated the responsibility for such management under the provisions of these Articles and in accordance with the By-Laws. The officers of this corporation shall consist of a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors according to the By-Laws of this corporation. The Directors may, if they desire, combine the offices of Secretary and Treasurer and, in addition, provide for such other officers, agents, supervisory personnel or employees of the corporation as they shall see fit,



none of whom need be a member of the corporation. Commencing with the first annual meeting of the Board of Directors in 1974 , officers will be elected annually to hold office until the next annual meeting of the Board of Directors or until their successors are elected and qualify. The names of the officers who are to serve until the first election by the Board of Directors are as follows:

|                      |                  |
|----------------------|------------------|
| Louis R. Perini, Jr. | - President      |
| Marva Perrin         | - Vice President |
| Eleanor Lipton       | - Secretary      |
| Robert I. Shapiro    | - Treasurer      |

None of the above officers specifically named in these Articles shall be required to be a member of this corporation to hold office.

#### ARTICLE VIII.

##### BOARD OF DIRECTORS

This corporation shall be governed by a Board of Directors consisting of not less than three (3) nor more than nine (9) persons as provided for in the By-Laws. In the absence of any provision in the By-Laws designating the number of Directors, the number thereof shall be three (3), provided, however, that until the first annual meeting of the members of this corporation in 1974 , this corporation shall be governed by a Board of Directors consisting of three persons. The names and post office addresses of the persons who will serve as Directors until the first annual meeting of members in 1974 , or until their successors are elected and qualify, are as follow:

| <u>Name</u>          | <u>Post Office Address</u>   |
|----------------------|--|
| Louis R. Perini, Jr. | One South Lakeside Drive , Lake Worth, Florida 33460                         |
| Marva Perrin         | One South Lakeside Drive, Lake Worth, Florida 33460                          |
| Robert I. Shapiro    | 507 Northeast Airlines Bldg., 150 S. E. Second Ave.,<br>Miami, Florida 33131 |

Succeeding Boards of Directors and succeeding Directors shall be elected by members in the manner and in accordance with the method provided for in the By-Laws of the corporation, as the same shall be constituted from time to time.

#### ARTICLE IX.

##### REMOVAL OF OFFICERS AND DIRECTORS

Any officer may be removed prior to the expiration of his term of office in the manner provided hereinafter, or in such manner as provided in the By-Laws. Any officer

may also be removed for cause by a two-thirds (2/3) vote of the full Board of Directors at a meeting of Directors called at least in part for the purpose of considering such removal. Any officer or director of this corporation may be removed with or without cause, and for any reason, upon a petition in writing of a majority of the members of this corporation approved at a meeting of members called at least in part for the purpose, by a two-thirds (2/3) vote of the membership. The petition calling for the removal of such officer and/or director shall set forth a time and place for the meeting of members, and notice shall be given to all members of such special meeting of the members at least ten (10) days prior to such meeting in the manner provided in the By-Laws for the giving of notices of special meetings. At any such meeting the officer and/or director whose removal is sought shall be given the opportunity to be heard.

#### ARTICLE X.

##### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liability, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors approves such settlement and reimbursement as being in the interests of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

#### ARTICLE XI.

##### BY-LAWS

The original By-Laws of this corporation shall be adopted by a majority vote of the members of this corporation present at a meeting of members called for the purpose, at which

a majority of the membership is present, and thereafter the By-Laws of this corporation may be amended, altered or rescinded only in the manner provided for in the Declaration of Condominium hereinabove described or provided for in the By-Laws. The original By-Laws of this corporation shall be appended to the Declaration of Condominium above described at the time of the recording of the Declaration of Condominium among the Public Records of Palm Beach County, Florida.

#### ARTICLE XII.

##### PROHIBITION AGAINST ISSUANCE OF STOCK AND DISTRIBUTION OF INCOME

This corporation shall never have nor issue any shares of stock, nor shall this corporation distribute any part of the income of this corporation, if any, to its members, directors or officers. Nothing herein, however, shall be construed to prohibit the payment by the corporation of compensation in a reasonable amount to the members, director or officers for services rendered, nor shall anything herein be construed to prohibit the corporation from making any payments or distributions to members of benefits, monies or properties permitted by Section 617.011 of Florida Statutes and contemplated by the Declaration of Condominium and/or Condominium Act.

#### ARTICLE XIII.

##### CONTRACTUAL POWERS

In the absence of fraud, no contract or other transaction between this corporation and any other person, firm, association, corporation or partnership shall be affected or invalidated by the fact that any director or officer of this corporation is pecuniarily or otherwise interested in, or is a director, member or officer of any such other firm, association, corporation or partnership, or is a party or is pecuniarily or otherwise interested in such contract or other transactions, or in any way connected with any person, firm, association, corporation or partnership, pecuniarily or otherwise interested therein. Any director may vote and be counted in determining the existence of a quorum at any meeting of the Board of Directors of this corporation for the purpose of authorizing such contract or transaction with like force and effect as if he were not so interested, or were not a director, member or officer of such other firm, association, corporation or partnership.

ARTICLE XIV.

SUBSCRIBERS

The names and post office addresses of the Subscribers to these Articles of Incorporation are as follows:

| <u>Name</u>       | <u>Post Office Address</u>                      |
|-------------------|---|
| Paul R. Marcus    | 507 Northeast Airlines Bldg., Miami, Fla. 33131 |
| Robert I. Shapiro | Same Address                                    |
| Eleanor Lipton    | Same Address                                    |

ARTICLE XV.

AMENDMENT

These Articles of Incorporation may be amended from time to time by resolution adopted by a majority of the Board of Directors and approved by a vote of two-thirds (2/3) of the members of this corporation present at any meeting of the members of the corporation called at least in part to consider such amendment, or approved in writing by the members of this corporation having not less than two-thirds (2/3) of the total membership vote.

IN WITNESS WHEREOF, we have hereunto set our hands and seals at Miami, Dade County, Florida, this 14th day of September, 19 73.

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

\_\_\_\_\_(SEAL)

STATE OF FLORIDA )  
COUNTY OF DADE ) SS:

BEFORE ME, the undersigned authority, this day personally appeared  
PAUL R. MARCUS, ROBERT I. SHAPIRO AND ELEANOR LIPTON  
to me well known and known to me to be the identical individuals described in and who  
executed the foregoing Articles of Incorporation of GOLD COAST TOWERS -  
A CONDOMINIUM, INC. , and they each acknowledged before me that they  
signed and executed the same for the purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official  
seal at Miami, Dade County, Florida, this 14th day of September, 19 73.

\_\_\_\_\_  
NOTARY PUBLIC - State of Florida at Large

My Commission Expires:

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE  
SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM  
PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the  
following is submitted, in compliance with said Act:

First--That GOLD COAST TOWERS - A CONDOMINIUM, INC.  
desiring to organize under the laws of the State of FLORIDA  
with its principal office, as indicated in the articles of  
incorporation at City of MIAMI County  
of DADE, State of FLORIDA  
has named ROBERT I. SHAPIRO  
located at 507 Northeast Airlines Bldg., 150 Southeast Second Avenue  
(Street address and number of building,  
Post Office Box address not acceptable)  
City of MIAMI, County of DADE  
State of Florida, as its agent to accept service of process  
within this state.

ACKNOWLEDGEMENT: (MUST BE SIGNED BY DESIGNATED AGENT)

Having been named to accept service of process for the  
above stated corporation, at place designated in this certificate,  
I hereby accept to act in this capacity, and agree to comply  
with the provision of said Act relative to keeping open said  
office.

By \_\_\_\_\_  
(Resident Agent)



124165

DECLARATION OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS: That LOUIS R. PERINI, JR., individually and as Trustee, hereinafter called "PERINI", for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to him in hand paid, receipt of which is hereby acknowledged, does hereby grant, assign, set over and establish that certain easement hereinafter set forth, to the Grantees hereinafter described, for the uses and purposes hereinafter set forth with particularity, which easement is declared to be, and shall be permanent and constitute covenants running with the lands benefitted hereunder, and more particularly described hereinafter as the "BENEFITTED LANDS".

1. The Grantees of the easement created in this Declaration of Easement are the owners of the BENEFITTED LANDS, and the heirs, successors and assigns or such owners.

2. The BENEFITTED LANDS constitute that certain parcel of real estate lying, being and situate in Palm Beach County, Florida, and legally described as follows:

LOTS 9, 10, 11, 12 and 13, BLOCK 31, TOWNSITE OF LUCERNE, according to PALM BEACH FARMS COMPANY PLAT NO. 2, recorded in Plat Book 2 at Page 36 of the Public Records of Palm Beach County, Florida.

3. The Easement herein created may be lawfully used by the Grantees as the owners of the BENEFITTED LANDS, their heirs, successors and assigns, and may also lawfully be used by the guests, employees, tenants and families of the Grantees and by any other person or persons who may possess, own or otherwise have any possessory interest whatsoever, or right of occupancy in the BENEFITTED LANDS, whether that interest be that of a lessee, sublessee or otherwise, and such other persons' lawful guests, tenants, families and employees.

4. The Easement herein created is expressly declared to be non-exclusive and may be used by the owners of the property charged with the easement, its heirs, successors and assigns as owners of the property charged with the easement, and PERINI, individually and as Trustee, and his heirs, successors and assigns, as owners of the land charged with the easement, may grant similar easement rights to such other persons as he may determine so to do in the exercise of his uncontrolled discretion, with respect to the easement.

5. An easement for the parking of motor vehicles is declared and created over and upon the following described property, lying, being and situate in Palm Beach County, Florida, to-wit:

The South 20-feet of the East 20-feet of Lot 7 in Block 31, TOWNSITE OF LUCERNE, according to PALM BEACH FARMS COMPANY PLAT NO. 2, recorded in Plat Book 2 at Page 36 of the Public Records of Palm Beach County, Florida.

6. The Easement herein created shall run with the BENEFITTED LANDS perpetually unless it shall be terminated in the following manner: Said Easement may be terminated at any time by an instrument, executed with the formalities of a deed, by the then owners of the fee simple title of the BENEFITTED LANDS, and by the then owners of the fee simple title of the lands charged with the easement. Upon the recording of such an instrument, setting forth the intention of said persons to terminate said easement, said easement shall be fully and effectively terminated to the same extent and as if it had never been declared or created. The easement herein created and declared shall further terminate should the BENEFITTED LANDS having once been declared a Condominium under the laws of the State of Florida, or any substantial portion of said BENEFITTED LANDS be removed from such condominium form of ownership, or should the Declaration of Condominium be terminated or voided, voluntarily or by operation of law, and not be redeclared, or a new condominium form of

8.6  
3P  
J.S.  
This instrument was prepared by  
ROBERT I. SHAPIRO, ESQ.  
SHAPIRO and MARCUS  
Attorneys at Law  
507 Northeast Airlines Bldg.  
Miami, Florida 33131

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ownership be declared with respect to the BENEFITTED LANDS within eight (8) calendar months from such termination.

7. The Easement created herein has been declared and granted upon the express conditions that any person using the same shall do so in a lawful manner, and at his or her own risk. PERINI, his heirs, successors and assigns, as owners of the BENEFITTED LANDS, or as owners of the lands charged with the Easement, shall have no obligation to grade, landscape, pave, rock, shell or otherwise improve the land charged with the Easement.

8. The Easement declared and created in this instrument is declared and created upon the express condition that PERINI, his heirs, successors and assigns, as owners of the lands charged with the Easement, may relocate it at a reasonable location, from time to time, and/or to change the configuration of said Easement from time to time, providing only that any such change in configuration or movement shall result in an Easement having sufficient area for the parking of not less than two (2) passenger automobiles, and providing that any new location or configuration will be properly improved for use as a parking area by PERINI, his heirs, successors and assigns, and further providing such modified easement shall abut a public way or have reasonable access to a public way. For the purpose of this paragraph, a reasonable location shall include, but not be limited to, any location within that certain parcel of real property lying, being and situate in Palm Beach County, Florida, hereinafter referred to as the "LOCUS OF THE LOCATION OF EASEMENT" and legally described as follows, to-wit:

The East 70-feet of Lots 5, 6, 7 and 8 in Block 31, TOWNSITE OF LUCERNE, according to PALM BEACH FARMS COMPANY PLAT NO. 2, recorded in Plat Book 2 at Page 36 of the Public Records of Palm Beach County, Florida.

The said Easement is also declared and created upon the express condition that the Grantees thereof shall pay the real property taxes (ad valorem) coming due thereon from time to time. In the event the property benefitted shall be condominium property, then such taxes shall be a common expense of the condominium, or shall be assessed against the members of the condominium as other real estate (ad valorem) taxes are assessed against them in respect of the condominium property. Failure of the Grantees of this Easement to pay from time to time said real property (ad valorem) taxes attributable to this Easement property before the same become delinquent shall at the option of PERINI, his heirs, successors and assigns, as owner of the Easement property, terminate said Easement.

9. PERINI, his heirs, successors and assigns, as owner of the property charged with the Easement way and in conjunction with the use or improvement of that property or any of the property in the LOCUS OF LOCATION OF EASEMENT, may use the property charged with the Easement and the space above it in any lawful manner not inconsistent with the Easement herein created as it may be moved and modified in accordance herewith and used for the parking of private passenger motor vehicles.

10. To move the Easement and/or to change the configuration of the Easement, PERINI, his heirs, successors and assigns, as owners of the property charged with the Easement being moved or modified, shall execute, with the formalities of a deed, a document reflecting the change, movement or modification and cause the same to be filed among the Public Records of Palm Beach County, Florida, whereupon said modification, change or movement shall be effective, providing that said Easement may only be moved to a location or its configuration changed if its dignity and title at the location or in the configuration from which it is moved or changed at the time of the move or change. By way of example, and not of limitation, should the Easement be superior in time and dignity to any mortgage liens then encumbering the Easement property, then it may only be moved to a location at that new location it will remain or be superior to such mortgage liens.

11. The within Easement is granted subject to restrictions, reservations, limitations, easements of record and applicable zoning laws and regulations.

IN WITNESS WHEREOF, LOUIS R. PERINI, JR., individually and as Trustee,  
has hereunto set his hand and seal this 18 day of October, 1973.

WITNESSES:

[Signature]  
[Signature]

[Signature]  
Louis R. Perini, Jr., individually and as Trustee

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

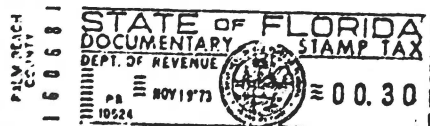
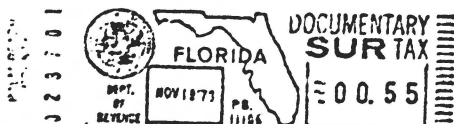
BEFORE ME, the undersigned authority, personally appeared LOUIS R. PERINI, JR.,  
individually and as Trustee, to me well known to be the person described in and who executed the  
foregoing instrument and he acknowledged before me that he signed the said instrument for the  
uses and purposes therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 18  
day of October, 1973.

[Signature]  
NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES NOV. 27, 1976  
BONDED THRU GENERAL INSURANCE UNDERWRITERS



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RECORDED

Recorded in U.S. Book 2  
Record verified  
Palm Beach County, Fla.  
John S. Smith  
Bank Street Court



RELOCATION OF EASEMENT

WHEREAS, the undersigned, CHARLES D. DRAKE and CAROL J. DRAKE, his wife, hereinafter referred to as DRAKES, are the owners, in fee simple, of the following described real property lying, being and situate in Palm Beach County, Florida, to-wit:

The East 70 feet of Lots 5, 6, 7, and 8, Block 31, Townsite of Lucerne, according to the Palm Beach Farms Company's Plat No. 2, recorded in Plat Book No. 2, pages 29 to 40 inclusive, in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida.  
(The Townsite of Lucerne is now known as Lake Worth.)

as shown by Warranty Deed from Louis R. Perini, Jr., individually and as Trustee, to Charles D. Drake and Carol J. Drake, his wife, dated July 14, 1977, and recorded July 15, 1977, in Official Record Book 2708, page 778, public records of Palm Beach County, Florida; and,

WHEREAS, a portion of the above described real property, to-wit:

The South 20 feet of the East 20 feet of Lot 7, Block 31, Townsite of Lucerne, according to the Palm Beach Farms Company's Plat No. 2, recorded in Plat Book No. 2, pages 29 to 40 inclusive, in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida.  
(The Townsite of Lucerne is now known as Lake Worth.)

is subject to an easement for the parking of automobiles as shown by that certain instrument entitled "Declaration of Easement", dated October 18, 1973, and recorded November 19, 1973, in Official Record Book 2239, page 1734, public records of Palm Beach County, Florida, the terms of which provide that the owners of the land charged with said easement may, from time to time, relocate the same; and

WHEREAS, DRAKES desire to relocate said easement in accordance with the terms of said Declaration of Easement.

NOW, THEREFORE, DRAKES do hereby move said easement from:

The South 20 feet of the East 20 feet of Lot 7, Block 31, Townsite of Lucerne, according to the Palm Beach Farms Company's Plat No. 2, recorded in Plat Book No. 2, pages 29 to 40 inclusive, in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida.  
(The Townsite of Lucerne is now known as Lake Worth.)

and do hereby relocate said easement upon the following real property:

The East 21.1 feet of the West 23.6 feet of the South 19 feet of the North 22 feet of the East 70 feet of Lot 8, Block 31, Townsite of Lucerne, according to the Palm Beach Farms Company's Plat No. 2, recorded in Plat Book No. 2, pages 29 to 40 inclusive, in the Office of the Clerk of the Circuit Court in and for Palm Beach County, Florida.  
(The Townsite of Lucerne is now known as Lake Worth.)

and do further grant an additional non exclusive easement, which shall run with the above described easement, over, upon and across

RETURN TO:

Charles D. (Chad) Drake  
Registered Broker

**CHAD DRAKE REAL ESTATE**

308 LUCERNE AVENUE, LAKE WORTH, FLORIDA 33460

305/588-3200

This Instrument Was Prepared By:  
WILLIAM M. HARVEY, Attorney at Law  
HARVEY, WADDELL & SHUEY  
Attorneys at Law  
804 LUCERNE AVE.  
Lake Worth, Florida

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the following described real property, to-wit:

The East 27 feet of the West 48.5 feet of the North  
22 feet of the East 70 feet of Lot 8, Block 31,  
Townsite of Lucerne, according to the Palm Beach Farms  
Company's Plat No. 2, recorded in Plat Book No. 2, pages  
29 to 40 inclusive, in the Office of the Clerk of the  
Circuit Court in and for Palm Beach County, Florida.  
(The Townsite of Lucerne is now known as Lake Worth.)

for the purpose of providing ingress and egress to and from the  
above described easement, providing, however, that in the event  
the relocated easement hereinabove described shall at anytime in  
the future be again relocated, or, in the event the same shall  
be terminated, then, and at such time, said additional easement  
hereinabove granted for ingress and egress shall automatically  
stand terminated and at an end.

IN WITNESS WHEREOF, We have hereunto set our hands and seals  
this 11<sup>th</sup> day of August, 1978.

Signed, Sealed, and Delivered  
in the presence of:

Beverly A. Jones  
William M. Hammer

Charles D. Drake (SEAL)  
CHARLES D. DRAKE

Carol J. Drake (SEAL)  
CAROL J. DRAKE

STATE OF FLORIDA

COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly  
qualified to take acknowledgments, personally appeared

CHARLES D. DRAKE and CAROL J. DRAKE, his wife,

to me known to be the persons described in and who executed the  
foregoing instrument and acknowledged before me that they executed  
the same.

IN WITNESS WHEREOF I have hereunto set my hand and official  
seal in the County and State last aforesaid, this 11<sup>th</sup> day of August,  
A.D. 1978.

Beverly A. Jones  
Notary Public

My Commission expires:



NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES OCT. 31 1980  
BONDED THRU GENERAL FIDELITY & SURETY CO.