

This instrument prepared by:
Village Attorney's Office
Village of Wellington
12300 Forest Hill Boulevard
Wellington, FL 33414

PERPETUAL DRAINAGE, FLOWAGE AND STORAGE EASEMENT

THIS PERPETUAL DRAINAGE, FLOWAGE AND STORAGE EASEMENT is granted this _____ day of _____, 2018, by W & W EQUESTRIAN CLUB LLC, a Florida limited liability company, whose address is 12180 South Shore Boulevard, Wellington, FL 33414 ("Grantor"), to VILLAGE OF WELLINGTON, a municipal corporation of the State of Florida, whose post office address is 12300 Forest Hill Boulevard, Wellington, FL 33414 ("Wellington"), and to ACME IMPROVEMENT DISTRICT, a dependent district of Wellington, whose post office address is 12300 Forest Hill Boulevard, Wellington, FL 33414 ("Acme" and together with Wellington hereinafter referred to as the "Grantees").

WITNESSETH

WHEREAS, Grantor is the owner of certain property located in Palm Beach County, Florida, and described as follows:

Tracts L1, L2, L3, L4, and L5 of WINDING TRAILS as recorded in Plat Book 125,
Page 56 of the Public Records of Palm Beach County ("Property")

WHEREAS, Grantees desire an easement in, over, across, upon, under, and through the Property for the purpose of water drainage, flowage and storage; and

WHEREAS, Grantor desires to grant such an easement to Grantees;

NOW THEREFORE, in consideration of the foregoing, the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor does hereby grant and convey to Grantees, and to Grantees' successors and assigns, a perpetual exclusive easement in, over, across, upon, under, and through the Property for the purpose of water drainage, flowage, and storage ("Perpetual Drainage, Flowage and Storage Easement").

This Perpetual Drainage, Flowage and Storage Easement is subject to the following terms, conditions, and covenants:

1. At elevations of 16.0 NGVD, there are 10.14 acre-feet of excess storage for the storm water system. This excess storage is for the exclusive use by the Grantees, their successors and assigns. At elevations of 17.5 NGVD, there are 29.13 acre-feet of excess storage for the storm water system. This excess storage is for the exclusive use by the Grantees, their successors and assigns.

2. Grantor, its successors and assigns, retain a right of free ingress and egress in, over, across, upon, under, and through the Property. Such ingress and egress shall not unreasonably interfere with Grantees' exercise of its rights under this Perpetual Drainage, Flowage and Storage Easement.
3. Grantor, its successors and assigns, will not construct, build, install, erect or place any buildings, structures, improvements, trees, landscaping or encroachments, including utilities, that may hinder, obstruct, frustrate, or prevent Grantees' use of this Perpetual Drainage, Flowage and Storage Easement, unless otherwise in accordance with Grantor's existing or future land development permit(s) and/or site plan(s) related to the Property and/or as set forth on the Winding Trails plat (as may be amended).
4. Grantees shall have the right but not the obligation to maintain the Perpetual Drainage, Flowage and Storage Easement.
5. The rights granted herein to Grantees may not be released or modified, except by a written, recordable release or modification approved by Grantor and Grantees.
6. Grantor shall record this fully executed Perpetual Drainage, Flowage and Storage Easement in the Public Records of Palm Beach County, Florida.
7. This Perpetual Drainage, Flowage and Storage Easement is governed by and must be interpreted according to the laws of the State of Florida.
8. The venue for any dispute arising from or relating to this Perpetual Drainage, Flowage and Storage Easement is in Palm Beach County, Florida.

[Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its proper officer, the day and year above written.

Signed, sealed and delivered
in the presence of:

Witness #1 Signature

Witness #1 Printed Name

Witness #2 Signature

Witness #2 Printed Name

GRANTOR:

W&W EQUESTRIAN CLUB LLC, a Florida
limited liability company

By: Its Manager,

W&W EC MANAGEMENT, LLC
A Wyoming limited liability company

BY: _____

James J. Ward, III, its Manager

BY: _____

Patricia Ward Holloway, its Manager

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

The foregoing instrument was acknowledged before me this ____ day of _____, 2018____ by James J. Ward, III and Patricia Ward Holloway, as managers of W & W EC Management LLC, a Wyoming limited liability company, as manager of W & W Equestrian Club LLC, a Florida limited liability company, who is either ____ personally known to me or ____ who produced _____ as identification.

Notary Public

My Commission Expires: _____