

AGREEMENT

THIS AGREEMENT is entered into on the ____ day of _____, 2018 by and between STAYSAIL SOUTH, LLC, a Florida limited liability company ("Staysail") and ACME IMPROVEMENT DISTRICT, a dependent district of the Village of Wellington ("Acme") and the VILLAGE OF WELLINGTON, a Florida municipal corporation, (Wellington").

RECITALS

WHEREAS, Staysail is seeking approval of a land swap with Acme to consolidate their property located at 2384 Appaloosa Trail in Wellington, Florida; and

WHEREAS, a fifty (50') foot bridle trail tract and drainage easement, totaling 0.4 acres owned by Acme divides the property; and

WHEREAS, Staysail has requested an equivalent property swap and to relocate the bridle path, paved multi-purpose path, C-23 canal crossing and a horse crossing on Pierson Road to the easterly property line of 2384 Appaloosa Trail (the "Land Swap"); and

WHEREAS, the legal descriptions and sketches are attached hereto as Exhibit "A"; and

NOW THEREFORE, as a condition of Wellington and Acme approving the Land Swap, the parties agree as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein as if set forth herein in full.
2. Staysail shall obtain the written consent of Katherine M. Prudent, the property owner to the east of the subject site, at 2424 Appaloosa Trail.
3. Staysail South, LLC shall obtain the written consent of Susan E. Grange, the property owner to the south of the subject site (on the south side of Pierson Road), at 14412 Pierson Road as the Pierson Road bridle trail crossing will be near and spanning her driveway connection to Pierson Road.
4. Staysail South, LLC shall obtain the written consent of Homeowner Association located directly south of the subject site as they are responsible for maintaining that section of the bridle trail along Pierson Road.
5. Staysail shall obtain the written consent of all public and private utilities to encroach the existing easements along the north and south property lines with the proposed improvements. Should the property owner desire to vacate the existing 12 foot wide utilities easements along the east and west side of existing

50 foot wide drainage easement, Staysail South, LLC shall be required to vacate/abandon this easement as a separate application with all required consent from applicable utilities.

6. Prior to the submission of applications for approval or construction, the agreement between Staysail and Acme shall be executed, accepted and submitted to the Acme Attorney's Office and Village Engineer.
7. Staysail shall fund the design, permitting (engineering and building) and construction of the relocated bridle path, paved multi-purpose path, canal crossing and horse crossing, including all related equestrian appurtenances, at Pierson Road.
8. A certified cost estimate for all construction related to the relocation of the bridle trail, paved multi-purposed path, canal crossing, horse crossing (including signage and signalization), removal of all required landscaping and any other element to complete the construction shall be submitted to Engineering Division. A bond for all construction shall be required at prior to the issuance of a Land Development Permit.
9. The proposed site shall be constructed in the same layout (paved multi-purpose to west and earthed and stabilized trail to the east) as currently exists. The Areca Palms located on the adjacent parcel shall remain on the east property line. Additionally, steps shall be required to protect this vegetation during construction in accordance with the landscape requirements of the LDR.
10. Staysail shall remove any existing trees at the north and south ends of the proposed bridle trail and multi-purpose path that may be required by Wellington prior to the construction the improvements.
11. Staysail shall be required to re-plat the property, which shall include the relocation of any existing easements as required by the Wellington Engineer and/or Utilities Director.
12. The Village of Wellington will maintain the relocated bridle trail, paved multi-purpose path, and horse crossing once final inspections have been completed and the improvements fully accepted by the Village of Wellington.
13. Acme will hold in trust the Warranty Deeds until the improvements are accepted by the Village of Wellington and the re-plat has been recorded. At that time, Acme will record and release the executed Warranty Deeds to Staysail. Staysail shall be responsible for all related recording costs.
14. Staysail shall be required to update the Bridle Trails Map of Wellington's Comprehensive Plan and shall be responsible for all related application and processing fees.

IN WITNESS WHEREOF, the undersigned has duly signed and sealed this Agreement on the day and year first above written.

STAYSAIL SOUTH, LLC, a Florida
limited liability company

Signed, sealed and delivered
in the presence of:

Witness

Print Name
2018

By: _____
Its: _____

Signed on _____,

Witness

Print Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, as _____, of the **STAYSAIL SOUTH, LLC**, a Florida limited liability company, who is either ☐ personally known to me or ☐ produced _____ as identification.

[NOTARY SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____

IN WITNESS WHEREOF, the undersigned has duly signed and sealed this Agreement on the day and year first above written.

ACME IMPROVEMENT DISTRICT, a
dependent special district

Signed, sealed and delivered
in the presence of:

Witness

Print Name

By: _____
Its: _____

Signed on _____, 2018

Witness

Print Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____, as _____, of the **ACME IMPROVEMENT DISTRICT**, a dependent special district, who is either ☐ personally known to me or ☐ produced _____ as identification.

[NOTARY SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____

IN WITNESS WHEREOF, the undersigned has duly signed and sealed this Agreement on the day and year first above written.

ATTEST:

VILLAGE OF WELLINGTON

By: _____
Chevelle Nubin Village Clerk

By: _____
Anne Gerwig, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Signed on _____, 2018

By: _____
Laurie Cohen, Village Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2018 by _____ and _____, as Mayor and Village Clerk of the VILLAGE OF WELLINGTON, , who are either ☐ personally known to me or ☐ produced _____ as identification.

[NOTARY SEAL]

Notary: _____
Print Name: _____
Notary Public, State of Florida
My commission expires: _____