

PREPARED BY AND WHEN RECORDED MAIL TO:

Peter D. Lopez, Esq.
STEARNS WEAVER MILLER WEISSLER
ALHADEFF & SITTERSON, P.A.
150 West Flagler Street, Suite 2200
Miami, Florida 33130

(Space Above For Recorder's Use)

NON-EXCLUSIVE PERPETUAL ACCESS ROAD EASEMENT

THIS NON-EXCLUSIVE PERPETUAL ACCESS ROAD EASEMENT (this "**Easement**"), made this 16th day of August, 2017, by BW OKEECHOBEE HAVERHILL, LLC, a Florida limited liability company, whose address is 3708 W. Swann Avenue, Tampa, Florida 33609 ("**Grantor**") for the benefit of WELLS FARGO BANK, N.A., a National Banking Association, whose mailing address is 1525 West W.T. Harris Blvd., Charlotte, North Carolina, 28262, Attn: MAC D1116-L10 ("**Grantee**"), recites and provides as follows:

WITNESSETH:

WHEREAS, Grantor is the owner of that certain real property located in Palm Beach County, Florida, as more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Grantor's Property**");

WHEREAS, Grantee is the owner of that certain real property located in Palm Beach County, Florida, as more particularly described in **Exhibit "B"** attached hereto and incorporated herein by reference (the "**Grantee's Property**") (Grantor's Property and Grantee's Property collectively referred to herein as "**Properties**"); and

WHEREAS, Grantor has agreed to grant and convey to Grantee, a non-exclusive perpetual ingress, egress and access easement and/or right of way over, on, upon and across a portion of the Grantor's Property more particularly described in **Exhibit "C"** attached hereto and incorporated herein by reference (the "**Easement Property**").

WHEREAS, Grantor's Property is to be developed in accordance with the Site Plan ("**Site Plan**") presented to and approved by the Board of County Commissioners, a copy of which is attached hereto as **Exhibit "D"**;

WHEREAS, the Grantor and Grantee have agreed with Palm Beach County (the "**County**") that for the proper development of Grantor's Property, Grantor shall provide Grantee with an easement over and across the Easement Property for ingress and egress to and from the Grantee's Property and Haverhill Road. The enjoyment of said access easement shall be shared by Grantee and any other party owning any portion of the Grantee's Property and their respective heirs, successors, assigns, and successors in title to all or part of the Grantee's Property and tenants, lessees, agents, employees, guests, and invitees of any owner of the Grantee's Property

or any portion thereof and guests and invitees of tenants and lessees occupying the Grantee's Property. Grantor shall provide for continual maintenance of the Easement Property.

WHEREAS, the County has a health, safety, and welfare interest in safe and efficient traffic circulation by eliminating the number of curb cuts on the road system through the establishment of access, ingress and egress easements; and

WHEREAS, Grantor and Grantee intend the County to be a direct third party beneficiary to this Easement; and

WHEREAS, the Grantor and Grantee hereby agree that this Easement shall not be amended, modified, released and/or terminated unless the County, by and through the Palm Beach County Zoning Director, agrees in writing to the terms of such amendment, modification, release and/or termination.

NOW, THEREFORE, in consideration of the grants and agreements herein made and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged the Grantor does hereby subject the Easement Property to the following easements and the parties hereto agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated by reference as though set forth in detail.

2. **Grant of Easement**.

a. Grantor hereby dedicates, grants and establishes for the benefit of the Grantee, its employees, agents, guests, customers, invitees, mortgagees, tenants, lessees, subtenants, licensees, heirs, successors and assigns a non-exclusive perpetual easement for a driveway for vehicular and pedestrian ingress and egress over, on and across the Easement Property.

b. Grantor shall not, without the express written consent of Grantee, take or fail to take any action or do or fail to do anything which would, or have the effect of, impeding, obstructing or preventing any other person or entity having rights under this Easement from their full and complete use and enjoyment of the easements herein granted. Without limiting the generality of the foregoing, free and full access to, from and across the Easement Property shall not be blocked, obstructed or impeded.

c. The easements, covenants and restrictions herein provided for shall be appurtenant to and run with the Easement Property in perpetuity and shall not expire or terminate by any unilateral action of the owner of the fee simple interest of the Easement Property.

d. This Easement and the rights created hereby, including, but not limited to, the easements granted hereunder shall be paramount and superior to all leases, conveyances, transfers, assignments, contracts, mortgages, deeds of trust and other encumbrances affecting the Easement Property, from and after the date of recording of this Easement. Any person acquiring possession of, title to or interest in the Easement Property or any part thereof shall do so subject

to this Easement. Any transferee of any interest in any portion of the Easement Property shall be deemed, by acceptance of such interest, to have agreed to be bound by all the provisions of this Easement.

3. **Maintenance and Repair.** Grantor hereby covenants and agrees that the Easement Property shall, at all times, be paved and striped to provide at least: (A) one (1) traffic lane for vehicular ingress/egress to Grantee's Property from Haverhill Road; and (B) one (1) traffic lane for vehicular ingress/egress from Grantee's Property to Haverhill Road. Grantor agrees to maintain the Easement Property in good order, repair and condition and free of any material defects, trash, garbage and debris. If Grantor fails to comply with the obligations set forth in this Section 3, then Grantee may give notice to Grantor of such failure (the "**Maintenance Notice**"). The Maintenance Notice shall specifically state the nature of the maintenance obligation which Grantor has failed to perform (the "**Unsatisfied Maintenance Obligation**"). If Grantor does not satisfy and/or cure the Unsatisfied Maintenance Obligation within thirty (30) days after Grantor's receipt of the Maintenance Notice, or, to the extent that the Unsatisfied Maintenance Obligation is such that it is unable to be cured within thirty (30) days, if Grantor fails to commence curing the Maintenance Obligation within such thirty (30) day period and diligently prosecute the same to completion, then Grantee may, at its sole discretion, notify the Grantor of its intention to cure and/or satisfy the Unsatisfied Maintenance Obligation at the Grantor's expense and Grantor hereby grants Grantee an easement for such purposes. Thereafter, Grantee (and/or its agents, employees or contractors) may enter upon the Easement Property for the purpose of curing and/or satisfying the Unsatisfied Maintenance Obligation. Grantor shall reimburse Grantee for any and all reasonable actual costs incurred by Grantee in connection with curing the Unsatisfied Maintenance Obligation within thirty (30) days after: (i) Grantee completes any and all work related to, and in connection with, curing the Unsatisfied Maintenance Obligation; and (ii) Grantee delivers a certified statement of any and all reasonable actual costs (evidenced by supporting invoices) incurred by Grantee related to, and in connection with, curing the Unsatisfied Maintenance Obligation. If Grantor fails to pay such reimbursement within thirty (30) days after notice or demand, then the Grantee shall have any and all remedies available under applicable law, including the right to file a lien against the Grantor's Property.

4. **Insurance.** Grantor shall procure and maintain, at its sole cost and expense, commercial general liability insurance covering claims for personal and bodily injury or property damage occurring in, on, under, within, upon or about the Easement Property, with minimum limits of liability of at least \$1,000,000 coverage for any single occurrence or such greater amounts as may be required by law and as may from time to time be carried by prudent owners of comparable roadways.

5. **Indemnity.**

a. Grantor agrees to indemnify and hold each Grantee harmless from and against any and all loss, cost, expenses, claims or damages suffered by Grantee as a result of the negligent or willful act or omission of Grantor, its agents, employees, invitees, contractors, officers or customers in connection with the exercise of the rights and/or obligations of Grantor hereunder.

b. Grantee agrees to indemnify and hold Grantor harmless from and against any and all loss, cost, expenses, claims or damages suffered by Grantor as a result of the negligent or

willful act or omission of Grantee, its agents, employees, invitees, contractors, officers or customers in connection with the exercise of the rights and/or obligations of Grantee hereunder.

6. **Appurtenant Easement; Successors and Assigns.** The easements granted herein by Grantor shall be appurtenant to Grantee's Property. This Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefit and burdens hereof shall run with the Easement Property in perpetuity.

7. **Remedies.** In the event that either party to this Easement fails to comply with the covenants, terms or conditions of this Easement and such failure continues for more than fifteen (15) days following the defaulting party's receipt of written notice of such failure, then the non-defaulting party shall have the right to exercise any and all remedies available at law or in equity.

8. **Notices.** All notices, consents, approvals, objections, or other communications required hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, or by overnight mail, and addressed to the appropriate party, or successor(s) or assign(s) in interest.

If to Grantor: BW OKEECHOBEE HAVERHILL, LLC
3708 W. Swann Avenue
Tampa, Florida 33609
Attn: Henry Hilsman
Email: HHilsman@brightworkre.com

With a copy to:

Gardner Brewer Martinez-Monfort, PA
400 N. Ashley Drive, Suite 1100
Tampa, Florida 33602
Attn: Christopher W. Brewer
Email: cbrewer@gbmmlaw.com

If to Grantee: Wells Fargo Bank, N.A.
1525 West W.T. Harris Blvd.
Charlotte, NC 28262
Attn: MAC D1116-L10 (BE# 140672)
Email: PropertyAdmin@WellsFargo.com

With a copy to:

Stearns Weaver Miller Weissler Alhadeff
& Sitterson, P.A.
150 W Flagler Street, Suite 2200
Miami, FL 33130
Attn: Peter D. Lopez, Esq.
Email: plopez@stearnsweaver.com

9. **Amendment.** This Easement may only be amended, modified, released or terminated by a recordable instrument executed by Grantor, Grantee (or their respective successors and assigns) and the Palm Beach County Zoning Director.

10. **Interpretation.** The headings contained in this Easement are for reference purposes only and shall not in any way affect the meaning or interpretation hereof. Whenever the context hereof shall so require, the singular shall include the plural, the male gender shall include the female gender and the neuter, and vice versa. This Easement shall not be construed against either Grantor or Grantee but shall be construed as a whole, in accordance with its fair meaning, and as if prepared by Grantor and Grantee jointly.

11. **Governing Law; Prevailing Party.** This Easement shall be governed by and construed in accordance with the laws of the State of Florida. In the event a dispute arises between Grantor and Grantee with respect to, or in any way relating to, this Easement, the prevailing party in such dispute shall be awarded any and all costs and expenses incurred by the prevailing party in enforcing, defending or establishing its rights hereunder, including, without limitation, court costs and attorneys' fees. In addition to the foregoing award of costs and fees, the prevailing party shall also be entitled to recover its attorneys' fees incurred in any post judgment proceedings to collect or enforce any judgment.

12. **Severability.** If any provision of this Easement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable or void, the remainder of this Easement and such provisions as applied to other persons, places and circumstances shall remain in full force and effect.

13. **No Waiver.** No delay or failure on the part of any party hereto in exercising any right, power or privilege under this Easement shall impair any such right, power or privilege or be construed as a waiver of any default or any acquiescence therein. No single or partial exercise of any such right, power or privilege shall preclude the further exercise of such right, power or privilege. No waiver shall be valid against any party hereto unless made in writing and executed by the party against whom enforcement of such waiver is sought and then only to the extent expressly specified therein.


14. **Counterparts.** This Easement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same agreement.

(Signature on following page)


IN WITNESS WHEREOF, the Grantor and Grantee have subscribed their names and have caused this Easement to be executed as of the day and year first above written.


Signed, sealed and delivered in the presence of:

GRANTOR:


Print Name: Ashley H. Guyton

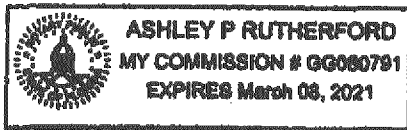
BW OKEECHOBEE HAVERHILL, LLC, a Florida limited liability company



Print Name: Ashley Rutherford

By: 
Name: Bradford G. Douglas
Title: President of Brightwork Rock Estate, Inc., His Manager

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me on August 15, ^{the manager} 2017, by Bradford G. Douglas, as President of Brightwork Rock Estate, Inc. of BW OKEECHOBEE HAVERHILL, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or who has produced N/A as identification.




Print Name: _____
Notary Public
My Commission Expires: _____

(NOTARIAL SEAL)

(Signature continue on following page)

Signed, sealed and delivered in the presence
of:

GRANTEE:

WELLS FARGO BANK, N.A., a National
Banking Association

C. Nath
Print Name: PHILLIS ROSSAND-NATH

By: *D. McKinney*
Name: Darlene McKinney
Title: Vice President

Shari Phillips
Print Name: Shari Phillips

STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me on this 11th day of August, 2017, by Darlene McKinney, as Vice President of WELLS FARGO BANK, N.A., a National Banking Association, on behalf of the company, who is personally known to me or who has produced PC ID as identification.

Shari Phillips
Print Name: Shari Phillips
Notary Public
My Commission Expires: 11/15/20

(NOTARIAL SEAL)



EXHIBIT "A"

GRANTOR'S PROPERTY

A PARCEL OF LAND LYING IN AND BEING A PORTION OF SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE S89°22'26"E, ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 106.42 FEET; THENCE, DEPARTING SAID NORTH LINE, S00°37'34"W, A DISTANCE OF 51.01 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD, AND THE POINT OF BEGINNING; THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES: (1) S89°22'26"E, A DISTANCE OF 120.18 FEET; (2) S78°03'50"E, A DISTANCE OF 61.19 FEET; (3) S89°22'26"E, A DISTANCE OF 76.00 FEET; (4) N71°57'18"E, A DISTANCE OF 38.00 FEET; (5) S89°57'54"E, A DISTANCE OF 99.15 FEET; THENCE S00°23'13"W, A DISTANCE OF 250.17 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT L-1 CANAL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3458, PAGE 1986, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N89°22'26"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 462.26 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF HAVERHILL ROAD (PER FLORIDA DEPARTMENT OF TRANSPORTATION MAP SECTION 93280-2507); THENCE N01°17'30"E, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 111.00 FEET; THENCE S89°22'26"E, A DISTANCE OF 32.00 FEET; THENCE N01°17'30"E, A DISTANCE OF 103.00 FEET; THENCE N45°57'32"E, A DISTANCE OF 49.78 FEET TO THE POINT OF BEGINNING.

EXHIBIT B

GRANTEE'S PROPERTY

A PARCEL OF LAND LYING IN AND BEING A PORTION OF SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE S89°22'26"E, ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 829.53 FEET; THENCE, DEPARTING SAID NORTH LINE, S00°37'34"W, A DISTANCE OF 46.39 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93280-2507) AND THE POINT OF BEGINNING; THENCE S01°17'30"W, A DISTANCE OF 253.61 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT L-1 CANAL AS DESCRIBED IN OFFICIAL RECORD BOOK 3458, PAGE 1986, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N89°22'26"W, ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 327.62 FEET; THENCE, DEPARTING SAID NORTH RIGHT-OF-WAY LINE, N00°23'13"E, A DISTANCE OF 250.17 FEET TO THE SAID SOUTH RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD; THENCE, ALONG SAID SOUTH RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES, S89°57'54"E, A DISTANCE OF 93.70 FEET; THENCE S52°52'58"E, A DISTANCE OF 19.90 FEET; THENCE S89°57'54"E, A DISTANCE OF 62.00 FEET; THENCE N55°00'52"E, A DISTANCE OF 20.91 FEET; THENCE S89°57'54"E, A DISTANCE OF 142.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 82,079 SQUARE FEET OR 1.884 ACRES, MORE OR LESS.

EXHIBIT "C"

EASEMENT PROPERTY

[See attached]

EXHIBIT "D"

SITE PLAN

[See attached]

DESCRIPTION: EASEMENT PROPERTY

A PARCEL OF LAND LYING IN AND BEING A PORTION OF SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 25; THENCE S89°22'26"E, ALONG THE NORTH LINE OF SAID SECTION 25, A DISTANCE OF 482.96 FEET; THENCE, DEPARTING SAID NORTH LINE, S00°37'34"W, A DISTANCE OF 49.97 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF OKEECHOBEE BOULEVARD (PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 93280-2507); THENCE S00°23'13"W, A DISTANCE OF 54.23 FEET; THENCE S89°57'54"E, A DISTANCE OF 20.00 FEET; THENCE S00°23'13"W, A DISTANCE OF 166.00 FEET TO THE POINT OF BEGINNING; THENCE, CONTINUE S00°23'13"W, A DISTANCE OF 25.00 FEET; THENCE N89°22'26"W, ALONG A LINE LYING 5.0 FEET NORTH AND PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT L-1 CANAL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3458, PAGE 1986, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 467.39 FEET TO THE EAST RIGHT-OF-WAY LINE OF HAVERHILL ROAD; THENCE N01°17'30"E, ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 25.00 FEET; THENCE, DEPARTING SAID EAST RIGHT-OF-WAY LINE, S89°22'26"E, ALONG A LINE LYING 30.0 FEET NORTH AND PARALLEL TO SAID NORTH RIGHT-OF-WAY LINE OF LAKE WORTH DRAINAGE DISTRICT L-1 CANAL, A DISTANCE OF 467.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 11,680 SQUARE FEET OR 0.268 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.


NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYOR'S SEAL.
2. LANDS SHOWN HEREON ARE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE RELATIVE TO A GRID BEARING OF SOUTH 89°22'26" EAST ALONG THE NORTH LINE OF SECTION 25, TOWNSHIP 43 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA.
4. THE "LAND DESCRIPTION" WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM THE INSTRUMENT OF RECORD AND DOES NOT CONSTITUTE A FIELD SURVEY AS SUCH.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON AUGUST 8, 2017. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 2



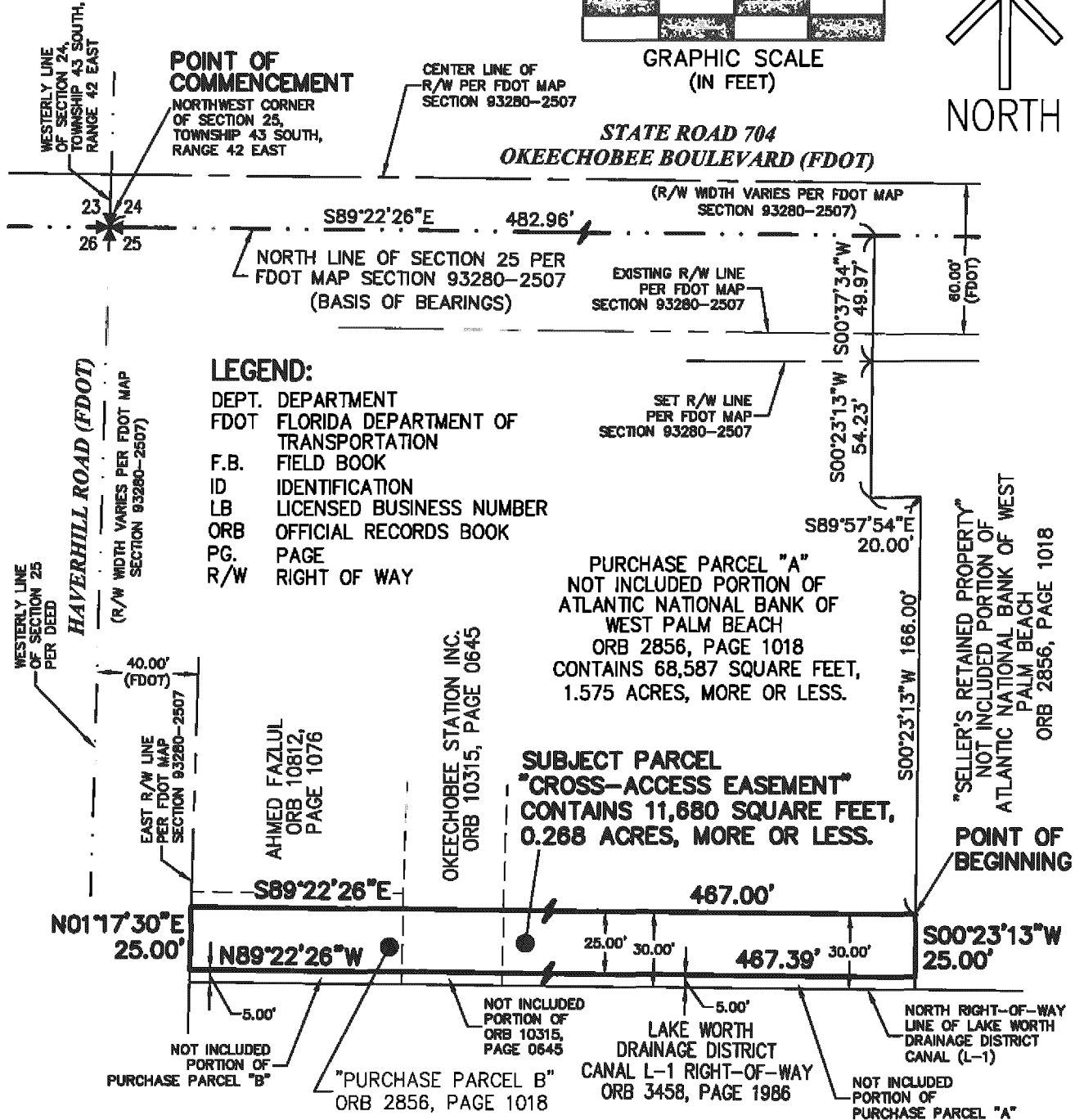
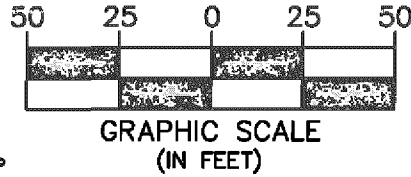
CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
LB# 3591


DATE	08/08/17
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7902-EASE PAR

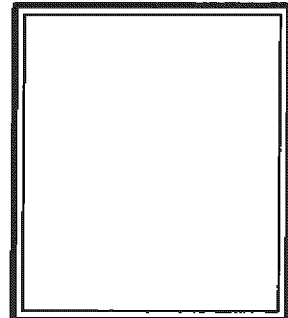
**PART OF SECTION 25, TOWNSHIP 43S, RANGE 42E
EASEMENT PROPERTY
SKETCH OF DESCRIPTION**

EXHIBIT "B"



SHEET 2 OF 2

CAULFIELD & WHEELER, INC.

 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	08/08/17
DRAWN BY	DLS
F.B./ PG.	N/A
SCALE	AS SHOWN
JOB NO.	7902-EASE PAR

**PART OF SECTION 25, TOWNSHIP 43S, RANGE 42E
 EASEMENT PROPERTY
 SKETCH OF DESCRIPTION**