



**WINSTON TRAILS EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**

**PALM BEACH COUNTY  
REGULAR BOARD MEETING  
APRIL 10, 2022  
6:30 P.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.winstontrailseastcdd.org](http://www.winstontrailseastcdd.org)

561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**WINSTON TRAILS EAST COMMUNITY DEVELOPMENT DISTRICT**  
Recreation Center  
5980 Winston Trails Boulevard  
Lake Worth, Florida 33463  
**REGULAR BOARD MEETING**  
April 10, 2023  
6:30 P.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. October 10, 2022 Regular Board Meeting.....Page 2
- G. Old Business
- H. New Business
  - 1. Consider Resolution No. 2023-01 – Adopting a Fiscal Year 2023/2024 Proposed Budget.....Page 4
  - 2. Consider Approval of Grant of Easement.....Page 11
- I. Administrative Matters
- J. Board Members Comments
- K. Adjourn

# LOCALiQ

The Gainesville Sun | The Ledger  
Daily Commercial | Ocala StarBanner  
News Chief | Herald-Tribune  
News Herald | The Palm Beach Post  
Northwest Florida Daily News

PO Box 631244 Cincinnati, OH 45263-1244

## PROOF OF PUBLICATION

Winston Trails Comm Dev Dist  
2501 BURNS RD  
STE A

PALM BEACH GARDENS FL 334105207

STATE OF FLORIDA, COUNTY OF PALM BEACH

The Palm Beach Post, a daily newspaper printed and published in the city of West Palm Beach and of general circulation in Palm Beach, Martin, Okeechobee and St Lucie Counties, Florida; and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated or by publication on the newspaper's website, if authorized, on:

09/30/2022

and that the fees charged are legal.  
Sworn to and subscribed before on 09/30/2022

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

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-1

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WINSTON TRAILS EAST  
COMMUNITY DEVELOPMENT  
DISTRICT  
FISCAL YEAR 2022/2023  
REGULAR MEETING SCHEDULE  
NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Winston Trails East Community Development District will hold Regular Meetings at 6:30 p.m. at the Recreation Center of 5980 Winston Trails Boulevard, Lake Worth, Florida 33463, on the following dates:

- October 10, 2022
- November 14, 2022
- December 12, 2022
- January 9, 2023
- February 13, 2023
- March 13, 2023
- April 10, 2023
- May 8, 2023
- June 12, 2023
- July 10, 2023
- August 14, 2023
- September 11, 2023

The purpose of the meetings is to conduct any business coming before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agendas for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore, at the location of these meetings there will be a speaker telephone present so that interested persons can attend the meetings at the above location and be fully informed of the discussions taking place either in person or by telephone communication. Meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made of his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

WINSTON TRAILS EAST COMMUNITY DEVELOPMENT DISTRICT  
www.winstontrails eastcdd.org  
9/30/22 7814789

**WINSTON TRAILS EAST COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
OCTOBER 10, 2022**

**A. CALL TO ORDER**

District Manager Jason Pierman called the October 10, 2022, Regular Board Meeting of the Winston Trails East Community Development District (the “District”) to order at 6:33 p.m. in the Recreation Center located at 5980 Winston Trails Boulevard, Lake Worth, Florida 33463.

**B. PROOF OF PUBLICATION**

Mr. Pierman presented proof of publication that notice of the Regular Board Meeting had been published in *The Palm Beach Post* on September 20, 2022, as part of the District’s Fiscal Year 2022/2023 Meeting Schedule, as legally required.

**C. ESTABLISH A QUORUM**

Mr. Pierman determined that the attendance of Chairman John Puleo, Vice Chairman Charles “Randy” Palo and Supervisors Van Schoen (via phone) and Debra Barreiro constituted a quorum and it was in order to proceed with the meeting.

Also in attendance was District Manager Jason Pierman of Special District Services, Inc.

**D. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

**F. APPROVAL OF MINUTES**

**1. June 13, 2022, Public Hearing & Regular Board Meeting**

Mr. Pierman presented the minutes of the June 13, 2022, Public Hearing & Regular Board Meeting and asked if there were any questions or comments.

There being none, a **motion** was made by Mr. Palo, seconded by Mr. Puleo and unanimously passed approving the minutes of the June 13, 2022, Public Hearing & Regular Board Meeting, as presented.

**G. OLD BUSINESS**

There were no Old Business items to come before the Board.

**H. NEW BUSINESS**

**1. Consider Resolution No. 2022-04 – Adopting a Fiscal Year 2021/2022 Amended Budget**

Resolution No. 2022-04 was presented, entitled:

**RESOLUTION NO. 2022-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINSTON TRAILS EAST COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2021/2022 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. Palo, seconded by Ms. Barreiro and passed unanimously adopting Resolution No. 2022-04, as presented.

**I. ADMINISTRATIVE MATTERS**

Mr. Pierman noted that the next meeting would likely be held on April 10, 2023.

**J. BOARD MEMBER COMMENTS**

There were no further comments from the Board Members.

**K. ADJOURNMENT**

There being no further business to come before the Board, a **motion** was made by Ms. Barreiro, seconded by Mr. Palo and unanimously passed adjourning the Regular Board Meeting at 6:48 p.m.

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Secretary/Assistant Secretary

---

Chair/Vice-Chair

**RESOLUTION NO. 2023-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WINSTON TRAILS EAST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (“Board”) of the Winston Trails East Community Development District (“District”) is required by Chapter 190.008, *Florida Statutes*, to approve a Proposed Budget for each fiscal year; and,

**WHEREAS**, the Proposed Budget including the Assessments for Fiscal Year 2023/2024 has been prepared and considered by the Board.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE WINSTON TRAILS EAST COMMUNITY DEVELOPMENT DISTRICT THAT:**

**Section 1.** The Proposed Budget including the Assessments for Fiscal Year 2023/2024 attached hereto as Exhibit “A” is approved and adopted.

**Section 2.** A Public Hearing is hereby scheduled for June 12, 2023 at 6:30 p.m. in the Conference Room of the Recreation Center, 5980 Winston Trails Boulevard, Lake Worth, Florida 33463, for the purpose of receiving public comments on the Proposed Fiscal Year 2023/2024 Budget.

**PASSED, ADOPTED and EFFECTIVE** this 10<sup>th</sup> day of April, 2023.

**ATTEST:**

**WINSTON TRAILS EAST  
COMMUNITY DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Secretary/Assistant Secretary

By: \_\_\_\_\_  
Chairman/Vice Chairman

Winston Trails (East)  
Community Development District

**Proposed Budget For  
Fiscal Year 2023/2024  
October 1, 2023 - September 30, 2024**

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**PROPOSED BUDGET**  
**WINSTON TRAILS (EAST) COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2023/2024**  
**OCTOBER 1, 2023 - SEPTEMBER 30, 2024**

	<b>FISCAL YEAR 2023/2024 BUDGET</b>	
<b>REVENUES</b>		
O & M Assessments		61,505
Debt Assessments		238,259
Other Revenues		0
Interest Income		180
<b>TOTAL REVENUES</b>	<b>\$</b>	<b>299,944</b>
<b>EXPENDITURES</b>		
Supervisor Fees		4,000
Payroll Taxes (Employer)		320
Engineering/Inspections		2,500
Management		18,000
Legal		1,500
Assessment Roll		5,000
Audit Fees		3,600
Insurance		6,800
Legal Advertisements		1,000
Miscellaneous		700
Postage		175
Office Supplies		325
Dues & Subscriptions		175
Trustee Fee		5,100
Website Management		2,000
Contingency		6,800
<b>TOTAL EXPENDITURES</b>	<b>\$</b>	<b>57,995</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$</b>	<b>241,949</b>
Payment To Trustee		(223,964)
<b>BALANCE</b>	<b>\$</b>	<b>17,985</b>
County Appraiser & Tax Collector Fee		(5,995)
Discounts For Early Payments		(11,990)
<b>EXCESS/ (SHORTFALL)</b>	<b>\$</b>	<b>-</b>
Carryover From Prior Year		0
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$</b>	<b>-</b>

**DETAILED PROPOSED BUDGET**  
**WINSTON TRAILS (EAST) COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2023/2024**  
**OCTOBER 1, 2023 - SEPTEMBER 30, 2024**

	FISCAL YEAR 2021/2022 ACTUAL	FISCAL YEAR 2022/2023 BUDGET	FISCAL YEAR 2023/2024 BUDGET	COMMENTS
<b>REVENUES</b>				
O & M Assessments	60,896	58,670	61,505	Expenditures Less Interest & Carryover/.94
Debt Assessments	239,962	241,940	238,259	Payment To Trustee/.94
Other Revenues	0	0	0	
Interest Income	166	120	180	Projected At \$15.00 Per Month
<b>TOTAL REVENUES</b>	<b>\$ 301,024</b>	<b>\$ 300,731</b>	<b>\$ 299,944</b>	
<b>EXPENDITURES</b>				
Supervisor Fees	2,200	4,000	4,000	No Change From 2022/2023 Budget
Payroll Taxes (Employer)	168	320	320	Projected At 8% Of Supervisor Fees
Engineering/Inspections	4,062	2,500	2,500	No Change From 2022/2023 Budget
Management	18,000	18,000	18,000	As Per Contract
Legal	720	1,800	1,500	\$300 Decrease From 2022/2023 Budget
Assessment Roll	5,000	5,000	5,000	As Per Contract
Audit Fees	3,400	3,500	3,600	Accepted Amount For 2022/2023 Audit
Insurance	5,706	6,000	6,800	Fiscal Year 2022/2023 Expenditure Was \$6,134
Legal Advertisements	1,131	1,000	1,000	No Change From 2022/2023 Budget
Miscellaneous	448	700	700	No Change From 2022/2023 Budget
Postage	69	200	175	\$25 Decrease From 2022/2023 Budget
Office Supplies	288	325	325	No Change From 2022/2023 Budget
Dues & Subscriptions	175	175	175	No Change From 2022/2023 Budget
Trustee Fee	5,100	5,100	5,100	No Change From 2022/2023 Budget
Website Management	2,000	2,000	2,000	No Change From 2022/2023 Budget
Contingency	0	4,650	6,800	Contingency
<b>TOTAL EXPENDITURES</b>	<b>\$ 48,467</b>	<b>\$ 55,270</b>	<b>\$ 57,995</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ 252,557</b>	<b>\$ 245,461</b>	<b>\$ 241,949</b>	
Payment To Trustee	(228,532)	(227,424)	(223,964)	2024 Principal & Interest Payments Less Interest
<b>BALANCE</b>	<b>\$ 24,025</b>	<b>\$ 18,036</b>	<b>\$ 17,985</b>	
County Appraiser & Tax Collector Fee	(2,124)	(6,012)	(5,995)	Two Percent Of Total Assessment Roll
Discounts For Early Payments	(11,452)	(12,024)	(11,990)	Four Percent Of Total Assessment Roll
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ 10,449</b>	<b>\$ (0)</b>	<b>\$ -</b>	
Carryover From Prior Year	0	0	0	Carryover Balance From Prior Years
<b>NET EXCESS/ (SHORTFALL)</b>	<b>\$ 10,449</b>	<b>\$ (0)</b>	<b>\$ -</b>	

**DETAILED PROPOSED DEBT SERVICE FUND BUDGET**

WINSTON TRAILS (EAST) COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024

OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
Interest Income	284	25	50	Projected Interest For FY 2023/2024
NAV Tax Collection	228,532	227,424	223,964	2024 Principal & Interest Payments Less Interest
<b>Total Revenues</b>	<b>\$ 228,816</b>	<b>\$ 227,449</b>	<b>\$ 224,014</b>	
<b>EXPENDITURES</b>				
Principal Payments	165,000	175,000	180,000	Principal Payment Due In 2024
Interest Payments	64,670	52,449	44,014	Interest Payments Due In 2024
<b>Total Expenditures</b>	<b>\$ 229,670</b>	<b>\$ 227,449</b>	<b>\$ 224,014</b>	
<b>Excess/ (Shortfall)</b>	<b>\$ (854)</b>	<b>\$ -</b>	<b>\$ -</b>	

**Series 2008 Refunding Bonds Information**

Original Par Amount =	\$2,890,000	Annual Principal Payments Due =	May 1st
Interest Rate =	4.76%	Annual Interest Payments Due =	May 1st & November 1st
Issue Date =	September 2008		
Maturity Date =	May 2028		
Par Amount As Of 1/1/23 =	\$1,175,000		

**WINSTON TRAILS (EAST) COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON**

	Fiscal Year 2020/2021 Assessment*	Fiscal Year 2021/2022 Assessment*	Fiscal Year 2022/2023 Assessment*	Fiscal Year 2023/2024 Projected Assessment*
Administrative For Fifty Foot Lots	\$ 122.92	\$ 117.51	\$ 113.27	\$ 118.74
<u>Debt For Fifty Foot Lots</u>	<u>\$ 357.87</u>	<u>\$ 361.74</u>	<u>\$ 364.76</u>	<u>\$ 359.21</u>
<b>Total</b>	<b>\$ 480.79</b>	<b>\$ 479.25</b>	<b>\$ 478.03</b>	<b>\$ 477.95</b>
Administrative For Sixty Four Foot Lots	\$ 122.92	\$ 117.51	\$ 113.27	\$ 118.74
<u>Debt For Sixty Four Foot Lots</u>	<u>\$ 458.08</u>	<u>\$ 463.02</u>	<u>\$ 466.90</u>	<u>\$ 459.79</u>
<b>Total</b>	<b>\$ 581.00</b>	<b>\$ 580.53</b>	<b>\$ 580.17</b>	<b>\$ 578.53</b>
Administrative For Sixty Five Foot Lots	\$ 122.92	\$ 117.51	\$ 113.27	\$ 118.74
<u>Debt For Sixty Five Foot Lots</u>	<u>\$ 465.24</u>	<u>\$ 470.26</u>	<u>\$ 474.19</u>	<u>\$ 466.98</u>
<b>Total</b>	<b>\$ 588.16</b>	<b>\$ 587.77</b>	<b>\$ 587.46</b>	<b>\$ 585.72</b>
Administrative For Seventy Foot Lots	\$ 122.92	\$ 117.51	\$ 113.27	\$ 118.74
<u>Debt For Seventy Foot Lots</u>	<u>\$ 501.03</u>	<u>\$ 506.43</u>	<u>\$ 510.67</u>	<u>\$ 502.90</u>
<b>Total</b>	<b>\$ 623.95</b>	<b>\$ 623.94</b>	<b>\$ 623.94</b>	<b>\$ 621.64</b>

\* Assessments Include the Following :

- 4% Discount for Early Payments
- 1% County Tax Collector Fee
- 1% County Property Appraiser Fee

Community Information:

Fifty Foot Lots	98
Sixty Four Foot Lots	112
Sixty Five Foot Lots	80
<u>Seventy Foot Homes</u>	<u>228</u>
Total Units	518

64 Foot Lots Information

Total Units	112
<u>Prepayments</u>	<u>1</u>
Billed For Debt	111

Includes 1% County Tax Collector Fee, a 1% County Property Appraiser Fee and a 4% Discount for early payment of taxes.

**PREPARED BY AND RETURN TO:**

Frank S. Palen, Esq.  
Caldwell Pacetti Edwards Schoech & Viator, LLP  
1555 Palm Beach Lakes Boulevard, Sute 1200  
West Palm Beach, Florida 33401

---

**GRANT OF EASEMENT**

**THIS GRANT OF EASEMENT** is made and entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2023, by and between **WINSTON TRAILS EAST COMMUNITY DEVELOPMENT DISTRICT**, an independent special district of the State of Florida established pursuant to Chapter 190, Florida Statutes, being situated in Palm Beach County, Florida whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (hereafter referred to as "Grantor"); and **WINSTON TRAILS FOUNDATION, INC.**, a Florida corporation not-for-profit, whose address is 5980 Winston Trails Blvd., Lake Worth, FL 33463 (hereafter referred to as "Grantee").

**RECITALS**

**WHEREAS**, Grantor is an independent special district of the State of Florida organized and existing in accordance with Palm Beach County Ordinance 98-31, dated August 18, 1998 and the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes; and

**WHEREAS**, Grantor owns certain real property benefitting the landowners within its legislative boundaries (hereafter, the "Easement Land"), which real property is described in Exhibit "B", to that certain "Grant of Easement", dated May 10, 2001, and recorded on May 15, 2001, as Document Number 01-197957 in Official Records Books, 12551, Page 877 of the Official Records of Palm Beach County, Florida (hereafter referred to as the "Original Grant"). A copy of the Original Grant is attached hereto as **EXHIBIT "1"**; and

**WHEREAS**, the Easement Land consists of parcels dedicated to drainage purposes within and upon which is constructed a surface water management system consisting of lakes, piping interconnects, control structures, and other drainage-related improvements (hereafter, collectively referred to as the "Improvements"), which Improvements must be maintained to a standard level of maintenance; and

**WHEREAS**, pursuant to Original Grant, in exchange for Grantor's conveyance to Grantee of certain easements in, upon, under and over Grantor's Easement Lands, Grantee accepted responsibility to provide Maintenance Services, the nature and scope of which are more fully described in the Original Grant;

**WHEREAS**, the Original Grant provided that Grantee's Maintenance Services shall continue from the date of execution of the Original Grant for a period of fifteen (15) years (the "Initial Term"), expiring on May 10, 2016; and

**WHEREAS**, pursuant to Section 9 of the Original Grant, upon expiration of the Initial Term, Grantor may, at its exclusive discretion, grant to Grantee a new easement on substantially

the same terms as the Original Grant, and if so granted, Grantee shall accept the new easement without the necessity of further action by Grantee,

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, District and Foundation agree as follows:

**SECTION 1 RECITALS**

The above recitals are deemed true and correct to the best of the knowledge of the parties and are incorporated into this Grant of Easement.

**SECTION 2. GRANT OF EASEMENT.**

Pursuant to Section 9 of the Original Grant, Grantor hereby grants to Grantee, its successors and assigns a non-exclusive easement on, over and across that portion of Grantor's interest, if any, in real property (whether owned, leased, licensed or otherwise occupied) in direct contact with the Improvements with the full and free right of ingress and egress which shall permit Grantee to enter upon the Property.

**SECTION 3. RESTATEMENT OF TERMS AND CONDITIONS.**

The terms and conditions of this Grant of Easement shall be those provided in the Original Grant, Paragraphs 2 through 12, inclusive, which terms and conditions (including but not limited to the obligation to maintain the Improvements) are hereby restated and incorporated herein as if set forth in this this place.

**SECTION 4. EFFECTIVE DATE.**

The effective date of this Grant of Easement shall be May 10, 2016.

SIGNATURES CONTINUE ON NEXT PAGE

**IN WITNESS WHEREOF**, Grantor has caused this Easement to be executed in Grantor's name, and official seal of the proper officer(s) or representative(s) duly authorized, as of the day and year first above written.

Executed by **DISTRICT** this \_\_\_\_\_ day of \_\_\_\_\_, 2023

**WITNESSES:**

\_\_\_\_\_  
Name Signed

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Name Signed

\_\_\_\_\_  
Name Printed

**WINSTON TRAILS EAST  
COMMUNITY DEVELOPMENT  
DISTRICT**, an independent special district  
of the State of Florida

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Chair

**ATTEST:**

\_\_\_\_\_  
Jason Pierman  
Assistant Secretary

{District Seal}

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ (Name of Person) as \_\_\_\_\_ Chair of the Board of Supervisors for Winston Trails East Community Development District.

(Seal)

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Print, Type or Stamp Name of Notary

Personally Known: \_\_\_\_\_

OR Produced Identification: \_\_\_\_\_

Type of Identification Produced: \_\_\_\_\_

**EXHIBIT "1"**  
**THE ORIGINAL GRANT OF EASEMENT (2001)**



This instrument prepared by  
and returned to:  
Teresa J. Moore, Esquire  
GREENBERG TRAUERIG, P.A.  
777 South Flagler Drive, Suite 300 East  
West Palm Beach, Florida 33401  
Will Call #42

**GRANT OF EASEMENT**

**THIS EASEMENT** made and entered into this 10<sup>th</sup> day of May, 2001, between **WINSTON TRAILS COMMUNITY DEVELOPMENT DISTRICT (EAST)**, together with its successors and assigns, a local unit of special-purpose government organized and existing under the laws of the State of Florida, (hereinafter referred to as "Grantor") and **WINSTON TRAILS FOUNDATION, INC.**, a Florida not-for-profit corporation, (hereinafter referred to as "Grantee").

**WITNESSETH:**

**WHEREAS**, the Grantor is a special-purpose government created for the purpose of delivering certain community development services and facilities within its jurisdiction which encompasses a portion of the Winston Trails Planned Unit of Development ("Unit"); and

**WHEREAS**, the Grantor owns or is constructing certain real property interests and improvements for the benefit of the landowners within the District, including: a surface water management and control system and related facilities described in attached Exhibit "A" (hereinafter referred to as the "Improvements") on real property interests more particularly described on Exhibit "B" attached to and by this reference made a part of this document (hereinafter referred to as the "Easement Land") all of which would be typically maintained by the Grantor at its standard level of maintenance.

**WHEREAS**, the Grantor wishes to grant to Grantee certain easement rights (or such lesser rights to the greatest extent Grantor's interest will support) related to the Improvements, and Grantee wishes to obtain such easements, subject to the terms and conditions contained in this Easement.

**WHEREAS**, this instrument is being executed as of the date set forth above and delivered in escrow until such time as the Plats for Winston Trails Parcel 17 and Winston

Trails Parcel 20 ("Plats") are recorded. Upon recordation of the Plats, this document shall be delivered to the Grantee and recorded in the Public Records of Palm Beach County, Florida.

NOW, THEREFORE, in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby states as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. Grantor, subject to the conditions set forth herein, does hereby grant unto the Grantee, its successors and assigns, in so far as the quality of its title and the limits of its possessory interests enable it to do so, a non-exclusive easement on, over and across that portion of Grantor's interest, if any, in real property (whether owned, leased, licensed or otherwise occupied) in direct contact with the Improvements with the full and free right of ingress and egress which shall permit the Grantee to enter upon the property described above.

3. In addition to the easement described in Paragraph 1 of this Easement, Grantor grants the following additional rights to Grantee: The right of access to the Easement Land across adjacent property in which Grantor has a real property interest allowing access to the extent reasonably necessary to permit the activities described in this Easement on the Easement Land.

4. In exchange, the Grantee shall perform all maintenance services relative to the Improvements within the Easement Land, including, but not limited to paragraphs (a) through (c), below ("Maintenance Services").

a. Assuming responsibility for all costs, liabilities, duties and obligations that are associated with or arise out of the Grantee's provision of the Maintenance Services for the Improvements, which shall include, but are not limited to, inspecting, maintaining, servicing, replacing, and repairing the Improvements to the extent required for proper maintenance, in compliance with all applicable laws, statutes, ordinances, and governmental rules, regulations, and requirements now in force or that may become in force;

b. The provision of fertilizer, mulch, edging, hedging, mowing, trimming, thinning, landscaping, weeding and pesticide treatment as may be necessary and appropriate for maintaining the Improvements in order to ensure that the Improvements are properly maintained and function in accordance with their intended purpose;

c. The provision of all personnel and equipment necessary in order to provide the Maintenance Services to ensure that the services are provided by the Grantee in a competent and professional manner using qualified and experienced contractors and/or employees, with such frequency as is necessary and reasonable under the

circumstances in order to ensure that the Improvements are properly maintained and function in accordance with their intended purpose while providing for the safety and convenience of all persons using the Easement Land or the Improvements installed on the Easement Land. In addition, since the Improvements will require different types of maintenance, maintenance intervals and the time periods within which maintenance tasks must be performed by the Grantee shall be flexible and adjusted periodically depending on the condition of each Improvement and its maintenance needs.

5. The Grantee's performance of the Maintenance Services relative to the Improvements within the Easement Land does not include the repair or replacement of such damage as may be incurred by an Improvement that results directly from and the proximate cause of which is due to: hurricanes, tornadoes, freeze damage, fire, drought or flooding, provided such damage did not result from any negligent act or material omission of the Grantee or could have been avoided through the exercise of reasonable due care by the Grantee. The repair and/or replacement of an Improvement so damaged shall be the responsibility of the Grantor; however, the timing and extent of the Grantor's repair and/or replacement of same shall be determined by the Grantor at its sole discretion, which the Grantor agrees to exercise in a reasonable fashion. Further, any and all expenses and costs that may be incurred by the Grantor in order to repair and/or replace an Improvement shall be paid solely through funds collected as a result of the Grantor's levy of non-ad valorem assessments upon the assessable lands located within the District.

6. In the event of an emergency, as so determined by the Grantor, the Grantor reserves the unilateral right to implement or initiate, without notice, the following:

- a. The provision of maintenance for any one or more of the Improvements;
- and
- b. The repair and/or replacement, as the case may be, of any one or more of the Improvements.

Following termination of the emergency event and conclusion of emergency remedial actions, if any, the Grantor will notify the Grantee and the Grantee will then resume the provision of Maintenance Services for any such Improvements.

7. If the Grantee should fail to comply with the applicable governmental regulations, the Grantor, at its sole discretion and without advance written notice, may elect to initiate a maintenance program and assume full control over some or all the Improvements; however, the Grantor will give verbal or written notice to the Grantee as soon thereafter as is reasonably possible, but in no event less than two (2) business days after initiation of its maintenance program. If the Grantee, following receipt of written notification from the Grantor, should fail, refuse or neglect to furnish any one or more of the required Maintenance Services within thirty (30) days from said notice, then in that event the Grantor, at its sole discretion and without further notice, may elect to initiate a maintenance program and assume full control and maintenance responsibility as to some or all of the Improvements. In the alternative, if the

Grantee should fail to carry out any one or more of the Maintenance Services it herein assumed, the Grantor may elect to take such legal and/or administrative action against the Grantee as the Grantor deems necessary in order to enforce the Grantee's obligation; provided, however, before the Grantor may initiate any such action, the Grantor must provide thirty (30) days prior written notice to the Grantee of the alleged default. The Grantee, following the receipt of said notice, shall then have thirty (30) days from the date of said notice to take appropriate and substantive remedial action to alleviate the alleged default.

8. Grantee shall not permit any claim, lien, or other encumbrance arising from the Grantee's use of the Easement Land to accrue against or attach to the Easement Land or the interest of Grantor in any adjacent property owned by Grantor.

9. The duration of this Easement and other rights granted herein shall be for a period of fifteen years (15) years, commencing on the date of execution; however, the Grantor hereby reserves the right, in its sole discretion, to grant to Grantee a new easement on substantially the same terms as this grant of easement and if so granted, Grantee agrees, without further action to accept the easement.

10. The Easement and all rights and privileges granted herein are non-exclusive. Grantor retains the right: (a) of ingress and egress to its Improvements; (b) to inspect the Improvements; (c) to use the surface area of the Easement Land; and, (d) to use, to the extent that such use is not incompatible with Grantee's use thereof, the subsurface areas of the Easement Land in such manner as Grantor shall deem proper.

11. All provisions of this instrument shall run with the land and shall be binding upon and inure to Grantor's successors and assigns.

12. Grantor does hereby fully warrant that Grantor has good title to the above described property and that Grantor has full power and authority to grant this Easement.





## EXHIBIT "A"

**OPINION OF PROBABLE CONSTRUCTION COSTS  
WINSTON TRAILS COMMUNITY DEVELOPMENT DISTRICT (EAST)**

**PARCEL 15: (EXCLUDING ROADWAY, SIDEWALKS AND BIKE PATHS)**

DRAINAGE	\$150,000
WATER DISTRIBUTION SYSTEM	\$150,000
WASTEWATER COLLECTION SYSTEM	<u>\$175,000</u>
TOTAL	\$475,000

**PARCEL 16: (EXCLUDING ROADWAY, SIDEWALKS AND BIKE PATHS)**

DRAINAGE	\$150,000
WATER DISTRIBUTION SYSTEM	\$150,000
WASTEWATER COLLECTION SYSTEM	<u>\$175,000</u>
TOTAL	\$475,000

**PARCEL 17: (EXCLUDING ROADWAY, SIDEWALKS AND BIKE PATHS)**

DRAINAGE	\$175,000
WATER DISTRIBUTION SYSTEM	\$225,000
WASTEWATER COLLECTION SYSTEM	<u>\$275,000</u>
TOTAL	\$675,000

**PARCEL 18: (EXCLUDING ROADWAY, SIDEWALKS AND BIKE PATHS)**

DRAINAGE	\$150,000
WATER DISTRIBUTION SYSTEM	\$175,000
WASTEWATER COLLECTION SYSTEM	<u>\$225,000</u>
TOTAL	\$550,000

**PARCEL 20: (EXCLUDING ROADWAY, SIDEWALKS AND BIKE PATHS)**

DRAINAGE	\$225,000
WATER DISTRIBUTION SYSTEM	\$225,000
WASTEWATER COLLECTION SYSTEM	<u>\$275,000</u>
TOTAL	\$725,000

**MASTER DRAINAGE AND EXCAVATION**

EARTHWORK	\$1,575,000
DRAINAGE	\$150,000
L-16 TO L-17 EQUALIZER PIPE	\$100,000
LWDD E-3 AND L-16 STRUCTURE REMOVAL	<u>\$75,000</u>
TOTAL	\$1,900,000
TOTAL COST	\$4,800,000

**EXHIBIT "B"**

Tract LK-15 (the Water Management Tract), the Lake Maintenance and Lake Maintenance Access Easements, and the Drainage Easements of the Plat of Winston Trails Parcel Fifteen as recorded in Plat Book 85, at Page 122 of the Public Records of Palm Beach County, Florida;

Tract LK-16 (the Water Management Tract), the Lake Maintenance and Lake Maintenance Access Easements, and the Drainage Easements of the Plat of Winston Trails Parcel Sixteen as recorded in Plat Book 87, at Page 27 of the Public Records of Palm Beach County, Florida;

Tract LK-26 (the Water Management Tract), the Lake Maintenance and Lake Maintenance Access Easements, and the Drainage Easements of the Plat of Winston Trails Parcel Seventeen as recorded in Plat Book 90, at Page 108 of the Public Records of Palm Beach County, Florida;

Tracts LK-18A and LK-18B (the Water Management Tracts), the Lake Maintenance and Lake Maintenance Access Easements, and the Drainage Easements of the Plat of Winston Trails Parcel Eighteen as recorded in Plat Book 86, at Page 42 of the Public Records of Palm Beach County, Florida; and

Tract LK-28 (the Water Management Tract), the Lake Maintenance and Lake Maintenance Access Easements, and the Drainage Easements of the Plat of Winston Trails Parcel Twenty as recorded in Plat Book 88, at Page 110 of the Public Records of Palm Beach County, Florida.