11199 Polo Club Road, Suite 3
Wellington, FL 33414
Phone 561-596-9535 Fax 561-828-0380
E-mail ESI2890@aol.com

Southfields HOA

MEMO

Date: June 20, 2014

To: Board of Directors

From: Mike Nelson, President

Re: Granting of easement allowing for Bridal Trail along Pierson Road

This memo is to document the signing of an easement over an old part of abandoned Southfields Road that was within Pierson Road. This area already had an easement in place as of November 17, 1981 as signed and recorded by Acme/Gould who controlled the Southfields HOA at the time. A copy of the old easement is attached as well as a copy on the new easement. Council for the HOA has reviewed the document as well as the Association documents and advised that only Board action is needed to execute. Directors Nelson/Straub and Swerdlin approved President Nelson signing. This action will be ratified at the next BOD meeting.

The purpose of the new easement is to allow the VOW to use the land within the easement for Bridal Path construction. This new Bridal Path area will connect to the existing Southfields bridal paths and allow for safer equine traffic to and from both The Showgrounds and Equestrian Village for Southfields members.

Respectfully submitted,

Michael H. Nelson, President
Southfields HOA

Prepared By and Return To:
Laurie Stilwell Cohen, Esq.
Village of Wellington, FL
12300 Forest Hill Blvd.
Wellington, FL 33414
(561) 791-4000

GRANT OF EASEMENT FOR PIERSON ROAD

THIS EASEMENT, executed this 20th day of June, 2014, by SOUTHFIELDS OF PALM BEACH POLO AND COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., a Florida corporation with offices at 11199 Polo Club Road, Suite 3, Wellington, FL 33414, (hereinafter referred to as the "GRANTOR"), the VILLAGE OF WELLINGTON, a municipal corporation having its principal place of business at 12300 Forest Hill Boulevard, Wellington, Florida 33414 and ACME IMPROVEMENT DISTRICT, a dependent special district of the VILLAGE OF WELLINGTON (hereinafter collectively referred to as "GRANTEES").

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations, as well as for the undertakings by the GRANTEES as hereinafter provided, the receipt and sufficiency of which is hereby acknowledged, has and by these presents does hereby grant and convey to GRANTEES a perpetual PUBLIC EASEMENT (EASEMENT) for the purposes of public ingress/egress and installing and maintaining public roadway facilities, public water and sewer facilities and bridle trail, across, in, over, under and upon the following described real property (PROPERTY) attached hereto and incorporated herein as Exhibit "A".

Said EASEMENT shall be used by GRANTEES for a public roadway and bridle trail for public ingress/egress across to and from adjacent properties and public rights-of-way, and further for use by GRANTEES for the construction, operation, and maintenance of roadway facilities, bridle trail, public water and wastewater facilities and other public uses consistent with and for public use.

The GRANTOR, its successors and assigns, shall not construct any improvements upon or under the PROPERTY. The GRANTEES, their successors, and assigns shall be responsible for maintaining all public facilities within the EASEMENT.

GRANTOR does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever claimed by, through, or under it, that it has good right and lawful authority to grant the above-described exclusive EASEMENT, and that the same is unencumbered. Where the context of this EASEMENT Agreement allows or permits, the same shall include the successors or assigns of the parties.

GRANTOR agrees to provide for the execution of a joinder and non-disturbance agreement by all mortgagees or lienors of mortgages or liens encumbering this EASEMENT.

This EASEMENT shall be binding upon and shall inure to the benefit of the respective parties, their successors or assigns and grantees. In the event the PROPERTY is no longer used by GRANTEES for public facilities, it shall revert back to the GRANTOR and its successors and assigns.

This EASEMENT shall be governed by the laws of the State of Florida as now and hereafter in force.

The venue of any litigation arising out of this Agreement shall be exclusively in Palm Beach County, Florida.

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

Signed, sealed and delivered in the presence of:

Witnesses:

Signature – Witness 1

Bedonna Flesher

Print Name – Witness 1

Misty Green

Signature – Witness 2

Misty Green

Print name – Witness 2

By: Michael Nelson

Signature

MICHAEL NELSON, PRESIDENT

Print Name & Title

STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, the foregoing instrument was acknowledged before me by MICHAEL NELSON, as President of SOUTHFIELDS OF PALM BEACH POLO AND COUNTRY CLUB HOMEOWNERS ASSOCIATION, INC., a Florida corporation, who is personally known to me or who produced _____ as identification.

WITNESS my hand and official seal this 20TH day of June, 2014.

NOTARY PUBLIC STATE OF FLORIDA
BEDONNA FLESHER
MY COMMISSION #FF109239
EXPIRES April 2, 2018
(407) 398-0153 FloridaNotaryService.com

Notary Public, State of Florida
Print Name: Bedonna Flesher
My Commission expires:

DESCRIPTION: THE NORTHERLY 50.00 FEET OF SOUTHFIELD ROAD, A 60.00 FOOT PRIVATE ROAD, AS SHOWN ON THE PLAT OF SOUTHFIELDS - PHASE I OF PALM BEACH POLO AND COUNTRY CLUB - WELLINGTON COUNTRYPLACE - P.U.D. AS RECORDED IN PLAT BOOK 39, PAGE 19 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, AND LYING WITHIN SECTION 21, TOWNSHIP 44 SOUTH, RANGE 41 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF TRACT "D", AS SHOWN ON THE PLAT OF SOUTHFIELDS - PHASE I OF PALM BEACH POLO AND COUNTRY CLUB - WELLINGTON COUNTRYPLACE - P.U.D. AS RECORDED IN PLAT BOOK 39, PAGE 19 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE N.00°22'06" E., A DISTANCE OF 10.00 FEET TO THE INTERSECTION WITH A LINE 50.00 FEET SOUTH OF AND PARALLEL WITH THE NORTH RIGHT OF WAY LINE OF SOUTHFIELDS ROAD, AS SHOWN ON SAID PLAT OF SOUTHFIELDS - PHASE I OF PALM BEACH POLO AND COUNTRY CLUB - WELLINGTON COUNTRYPLACE - P.U.D., AND THE **POINT OF BEGINNING**; THENCE S.89°37'54" E. ALONG SAID PARALLEL LINE, A DISTANCE OF 781.56 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID SOUTHFIELDS ROAD AND A NON TANGENT INTERSECTION WITH A CURVE CONCAVE TO THE SOUTHWEST WITH A RADIUS OF 130.00 FEET AND A RADIAL BEARING OF S. 52°23'55" W. AT SAID INTERSECTION; THENCE NORTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF SOUTHFIELD ROAD AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 52°01'12", A DISTANCE OF 118.03 FEET TO THE POINT OF TANGENCY; THENCE N.89°37'54" W. ALONG SAID NORTH RIGHT OF WAY LINE OF SOUTHFIELDS ROAD, A DISTANCE OF 1328.74 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST WITH A RADIUS OF 100.99 FEET; THENCE SOUTHWESTERLY ALONG THE NORTHWESTERLY RIGHT OF WAY LINE OF SAID SOUTHFIELDS ROAD AND THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 59°40'31", A DISTANCE OF 105.18 FEET TO A NON-TANGENT INTERSECTION WITH SAID PARALLEL LINE; THENCE S.89°37'54" E. ALONG SAID PARALLEL LINE, A DISTANCE OF 736.82 FEET TO THE **POINT OF BEGINNING**.

CONTAINING: 73,098.9 SQUARE FEET OR 1.68 ACRES MORE OR LESS.

PIERSON ROAD RIGHT OF WAY
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Prepared For: SCOTT SWERDLIN

SURVEYOR'S CERTIFICATE

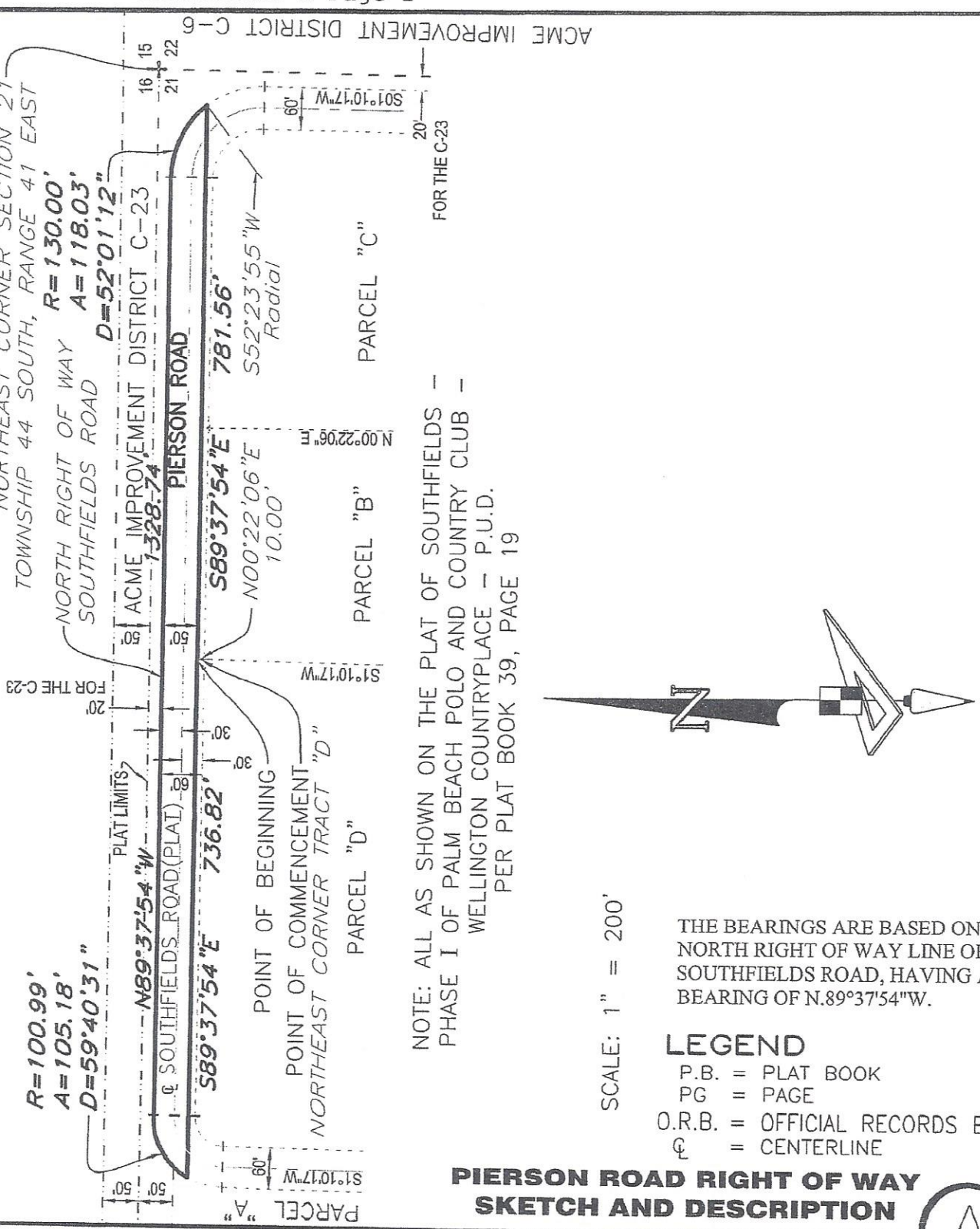
This certifies that a sketch and description of the hereon described property was made under my supervision and meets the Minimum Technical Standards set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17.050, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Gary A. Rager
FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. LS4828

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

GeoPoint Surveying, Inc.
1403 E. 5th Avenue
Tampa, Florida 33605
www.geopointsurvey.com
Phone: (813) 248-8888
Fax: (813) 248-2266
Licensed Business Number LB 7768

Drawn:GAR	Date: 06/04/14	Data File: -
Check:KKM	P.C.:-	Field Book: -
Section: 21, Twn. 44S., Rng. 41 E.		Job #:SWE-PS-001



PIERSON ROAD RIGHT OF WAY
SKETCH AND DESCRIPTION

REVISIONS			
No.	Date	Description	Dwn.

Prepared For: SCOTT SWERDLIN

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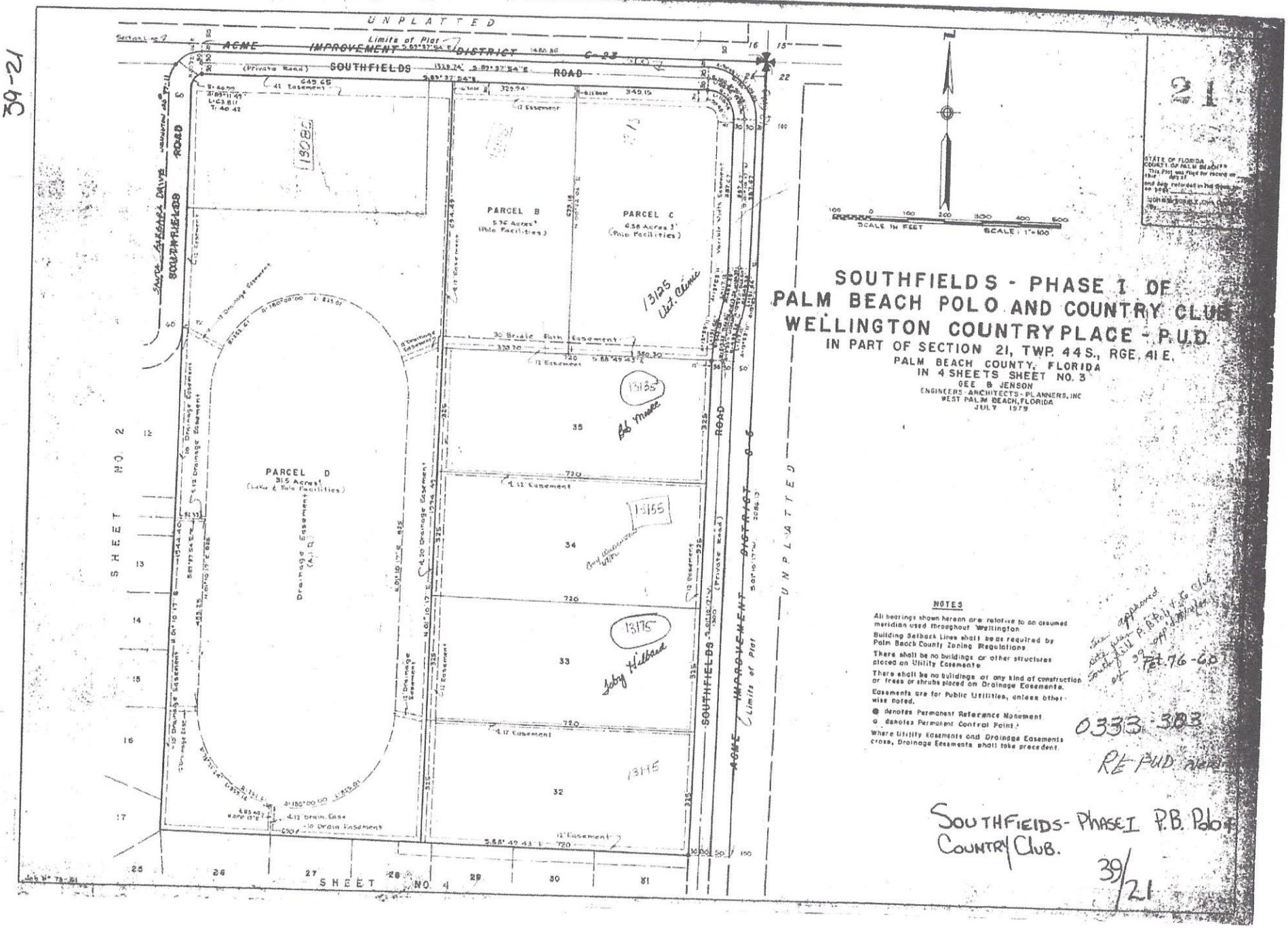
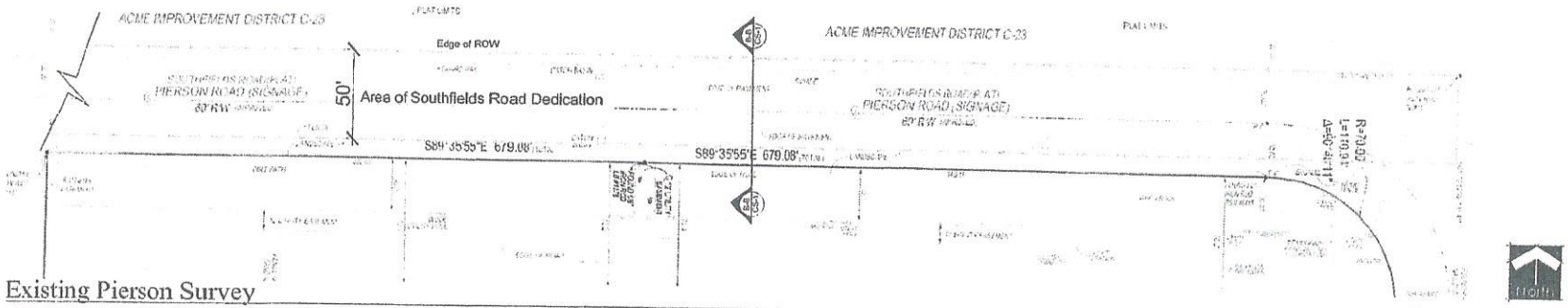
Sheet No. 2 of 2 Sheets

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

39-21

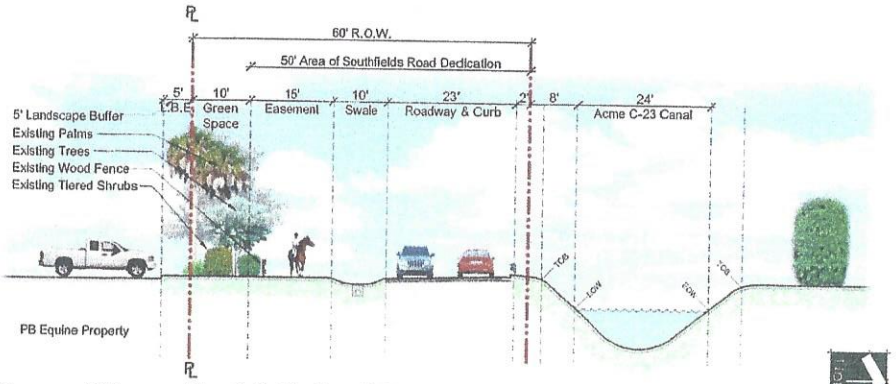
Attachment C



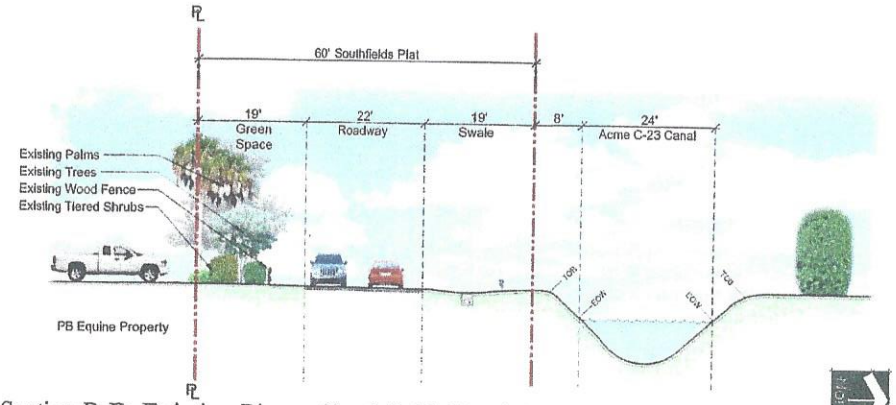


Existing Pierson Survey

Scale 1"= 30'-0"



Proposed Pierson/Southfields Road Cross Section



Section B-B: Existing Pierson/Southfields Road Cross Section

Scale 1"= 10'-0"

Attachment B

Jon E. Schmidt and Associates
Landscape Architecture & Site Planning
2047 Palm Beach Lakes Blvd., Suite 101
West Palm Beach, Florida 33409
Tel (561) 684-6141 • Fax (561) 684-6142
E-mail: Jschmidt@aol.com
Florida No. LC26000010

Parcel "D" Palm Beach Equine Sports Complex

Village of Wellington, Florida

Date:	06/02/14
Scale:	As Noted
Design By:	JES
Drawn By:	MLD
Checked By:	Jes
File No.	352.04
Job No.	11-26

REVISIONS / SUBMISSIONS

Cross Sections

PS-1 of 1

SCHEDULE D

EASEMENT AGREEMENT

THIS AGREEMENT, made this 17 day of NOVEMBER, 1981, by and between GOULD-FLORIDA, INC., a Delaware Corporation with offices at
(hereinafter referred to as "Gould-Florida"), the Board of Supervisors of ACME DRAINAGE DISTRICT, a drainage district under the laws of the State of Flordia, having an office at
, (hereinafter referred to as "Acme") and SOLAR SPORT-SYSTEMS, INC., a Delaware corporation, having an office at 700 Delaware Avenue, Buffalo, New York (hereinafter referred to as "Solar").

WHEREAS, Gould-Florida, Inc. is the fee owner of the certain premises including Pierson Road and Southfields Road as more particularly described in Schedule A attached hereto and made a part hereof (hereinafter referred to as Gould-Florida Property:); and

WHEREAS, Acme is the owner of certain easement rights to Pierson Road and Southfields Road as set forth in a certain Right-of-Way Deed, dated December 7, 1953 and recorded December 9, 1953 in Deed Book 1037, page 686 of the Public Records of Palm Beach County, Florida; and

WHEREAS, Solar is the fee owner of premises more particularly described on Schedule B attached hereto and made a part hereof ("Solar Property"); and

WHEREAS, Solar is the owner of an option for all of the property described on Schedule C attached hereto and made a part hereof ("Option Lands"); and

WHEREAS, Solar desires to obtain, and Gould-Florida and Acme have agreed to grant, subject to the terms, conditions, covenants and agreements hereinafter specifically set forth, the easement rights and privleges which are hereafter specifically enumerated.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the parties agree as follows:

1. Gould-Florida and Acme hereby grant to Solar, its licensees, agents, successors and assigns (hereinafter collectively referred to as "Successors in Interest") as a permanent easement, 60 feet in width, appurtenant to and running with and touching and concerning the Solar Property and Option Lands for a right of ingress and egress in common with others to provide access without reservation or restriction of any nature, including but not limited to pedestrians, horses and vehicular (including without limitation truck) traffic, to and from the Solar Property and Option Lands over the Gould-Florida Property, Pierson Road and Southfields Road (the "Easement Area") as more particularly shown on the survey, dated December 2, 1981, attached hereto and made a part hereof as Schedule A, to South Shore Boulevard. Gould-Florida and Acme agree that it will not interfere in any manner with the use of the Easement Area by Solar and Successors in Interest.

2. As of the date of this Easement Agreement and upon completion of the paving and other improvement of Southfields Road and Pierson Road, Acme shall be responsible for the cost and expense of maintaining, repairing and replacing that portion of Southfields Road and Pierson Road within the Easement Area, including without limitation that portion of Pierson Road adjacent to the north boundary of the Solar Property and the Option Lands in at least its present width and condition after paving and including that part of the road that is needed and used for the support and maintenance of the traveled portion including shoulders, ditches and culverts, with such culverts having at least the load bearing capacity and width as now exists including without limitation the culvert under Pierson Road located easterly from the intersection of Pierson Road and Sawgrass Road and along the northerly boundary of the Solar Property ("the Culvert").

3. Gould-Florida and Acme agree to keep the elevation of Southfields Road and Pierson Road as it presently exists and will permit Solar to build a bridge and/or enlarge the Culvert if required.

4. In the event of a violation of any of the terms, conditions, covenants or agreements of this Easement Agreement, Solar shall have the right at its election, to seek legal and/or equitable relief with respect thereto. Without limiting the generality of the foregoing, the parties hereto recognize and acknowledge that irreparable damage without an adequate remedy at law will result from the breach of any of the provisions of this Easement Agreement. Therefore, Gould-Florida and Acme hereby agree that, in addition to any and all other remedies available to Solar, Solar shall have the remedy

of a restraining order, injunction or such equitable relief as may be decreed or issued by a court of competent jurisdiction to enforce any of the provisions of this Easement Agreeement.

5. The term, conditions, covenants and agreements of this Agreement shall be binding upon and inure to the benefit of the parties, their successors and assigns, including without limitation any future person or persons who may have an interest in any part of all of the Option Lands.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

Signed, Sealed and Delivered in presence of:

Della L. Thomas

Glenda Fountain

GOULD FLORIDA, INC.

By _____

Title: President

Signed, Sealed and Delivered in presence of:

James H. Wolf

Madison H. Barrett

Board of Supervisors of ACME DRAINAGE DISTRICT

By Roger Wellington

Title: President

Signed, Sealed and Delivered in presence of:

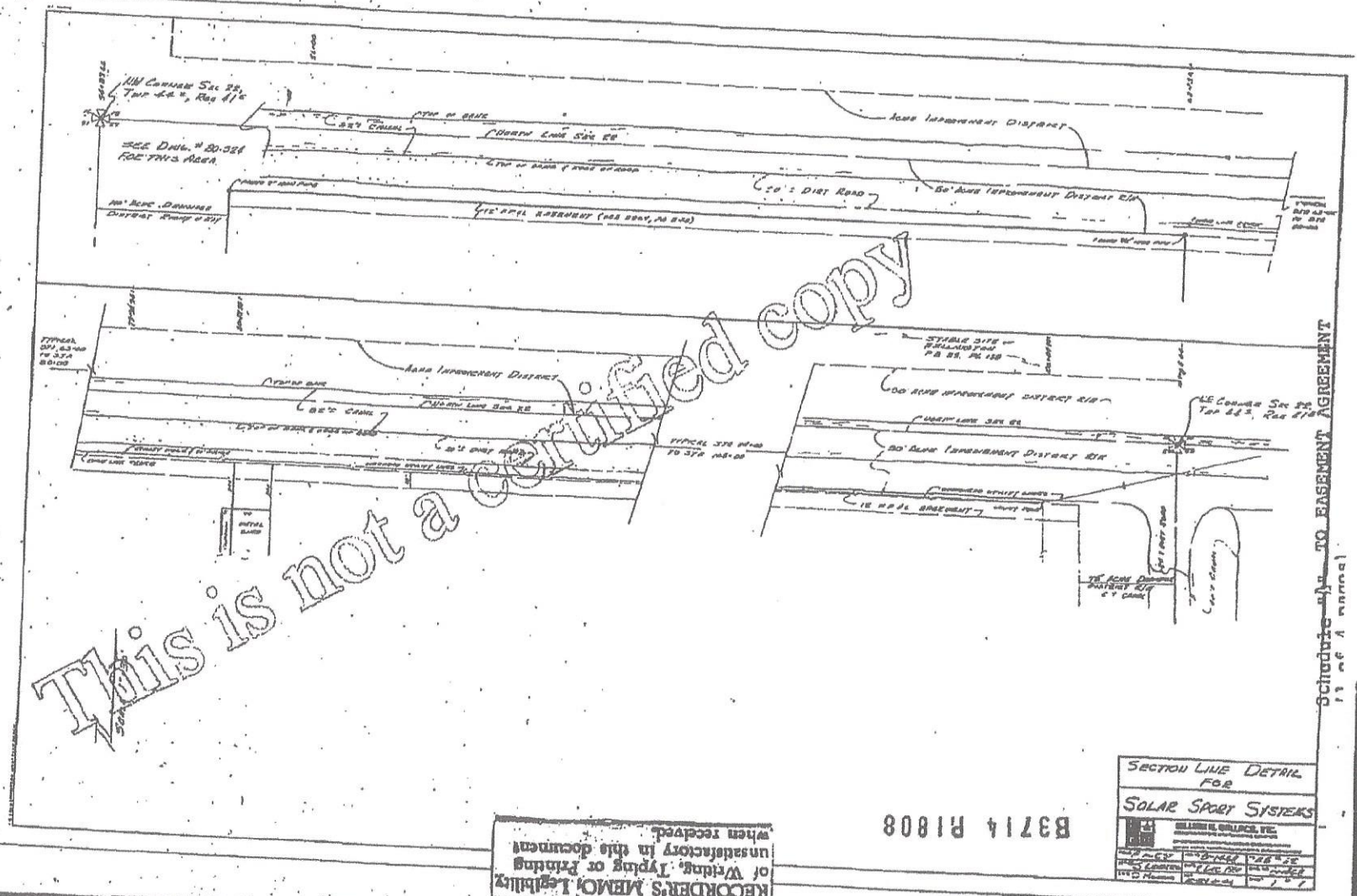
Della L. Thomas

David D. Wolfe

SOLAR SPORTSYSTEMS, INC.

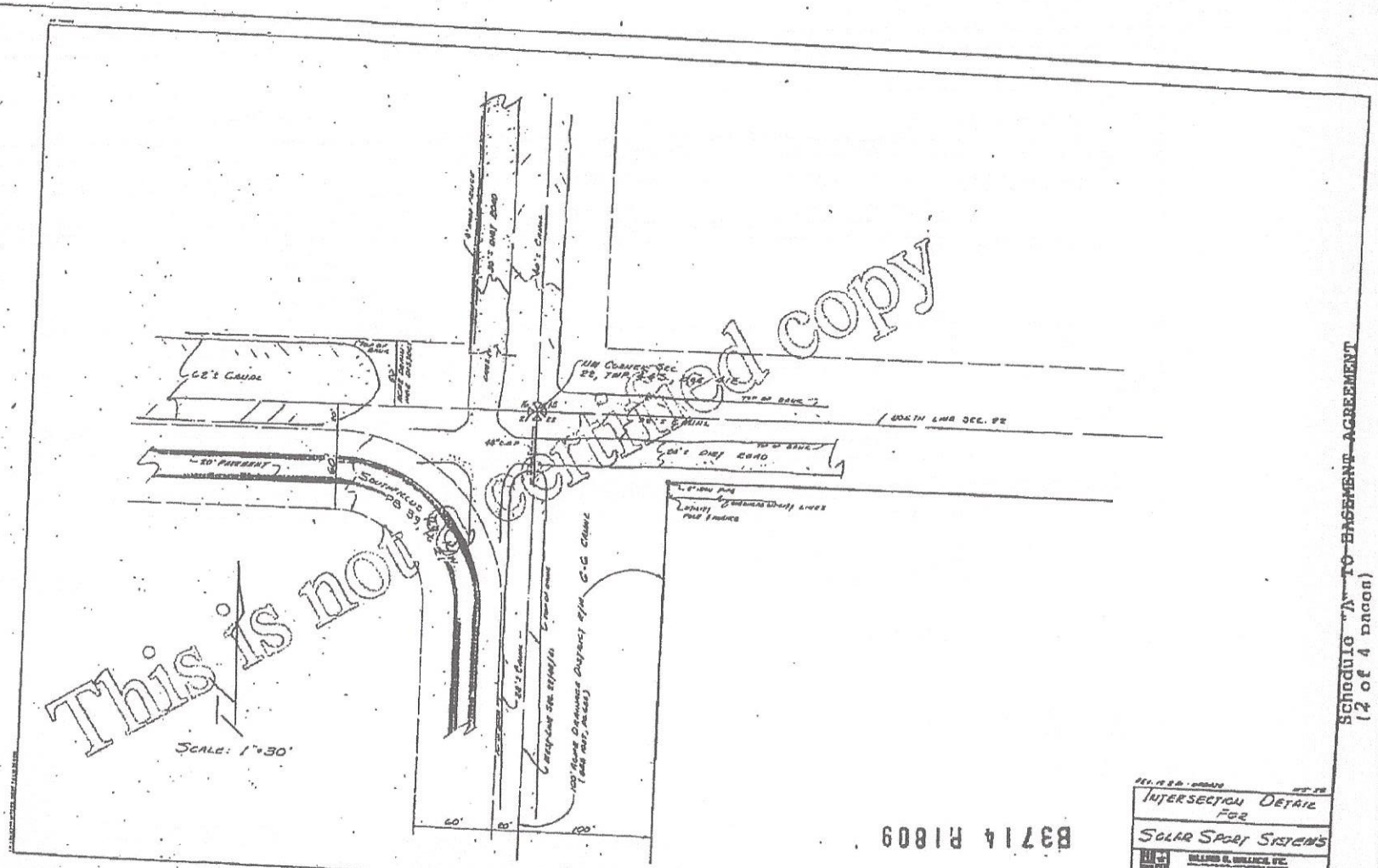
By _____

Title: V.P.



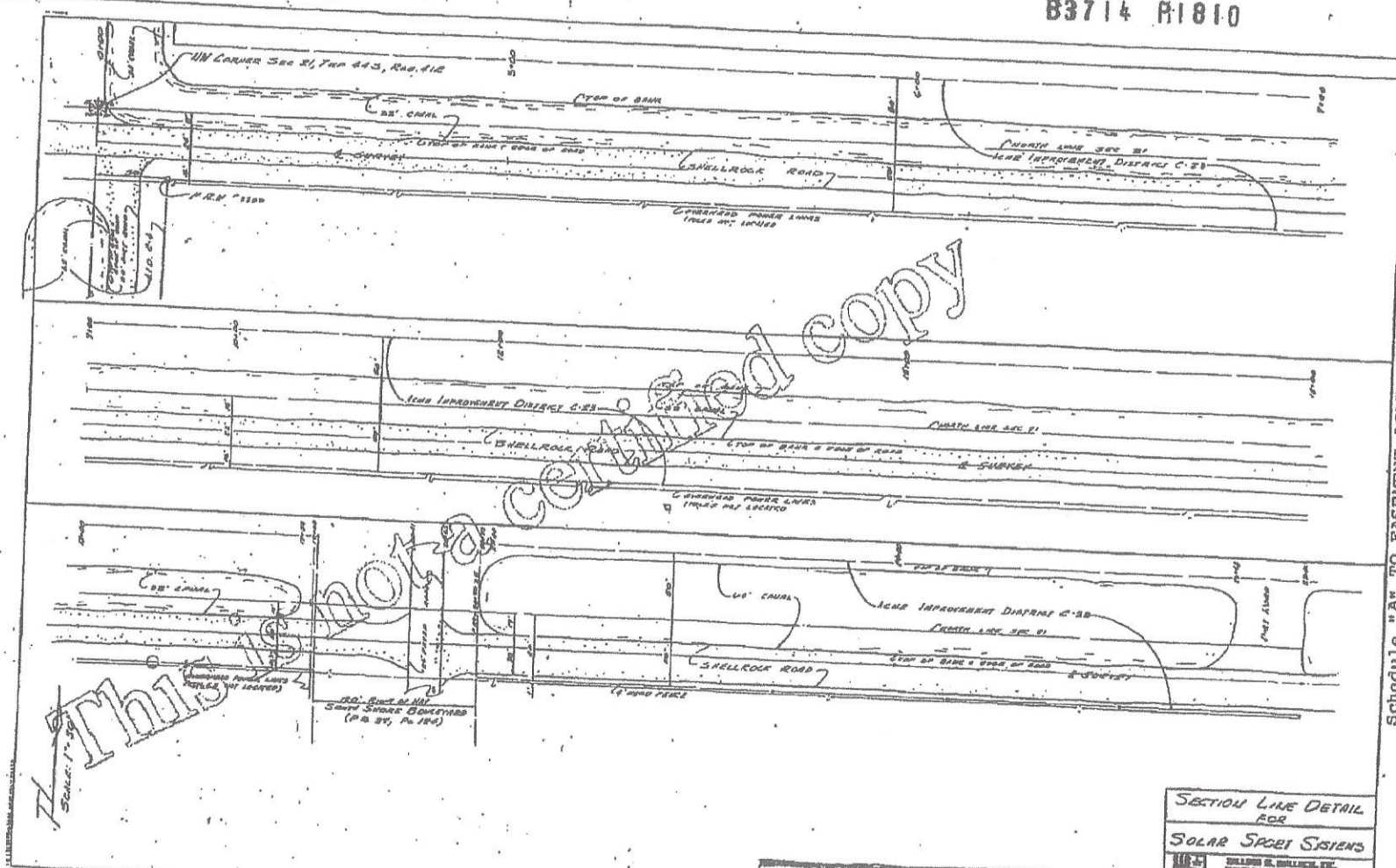
Schedule "A" TO EASEMENT AGREEMENT
(1 of 1 pages)

B371 4 P1808



Schedule "A" to Easement Agreement
(2 of 4 pages)

B3714 P1810



Schedule "B" TO EASEMENT AGREEMENT

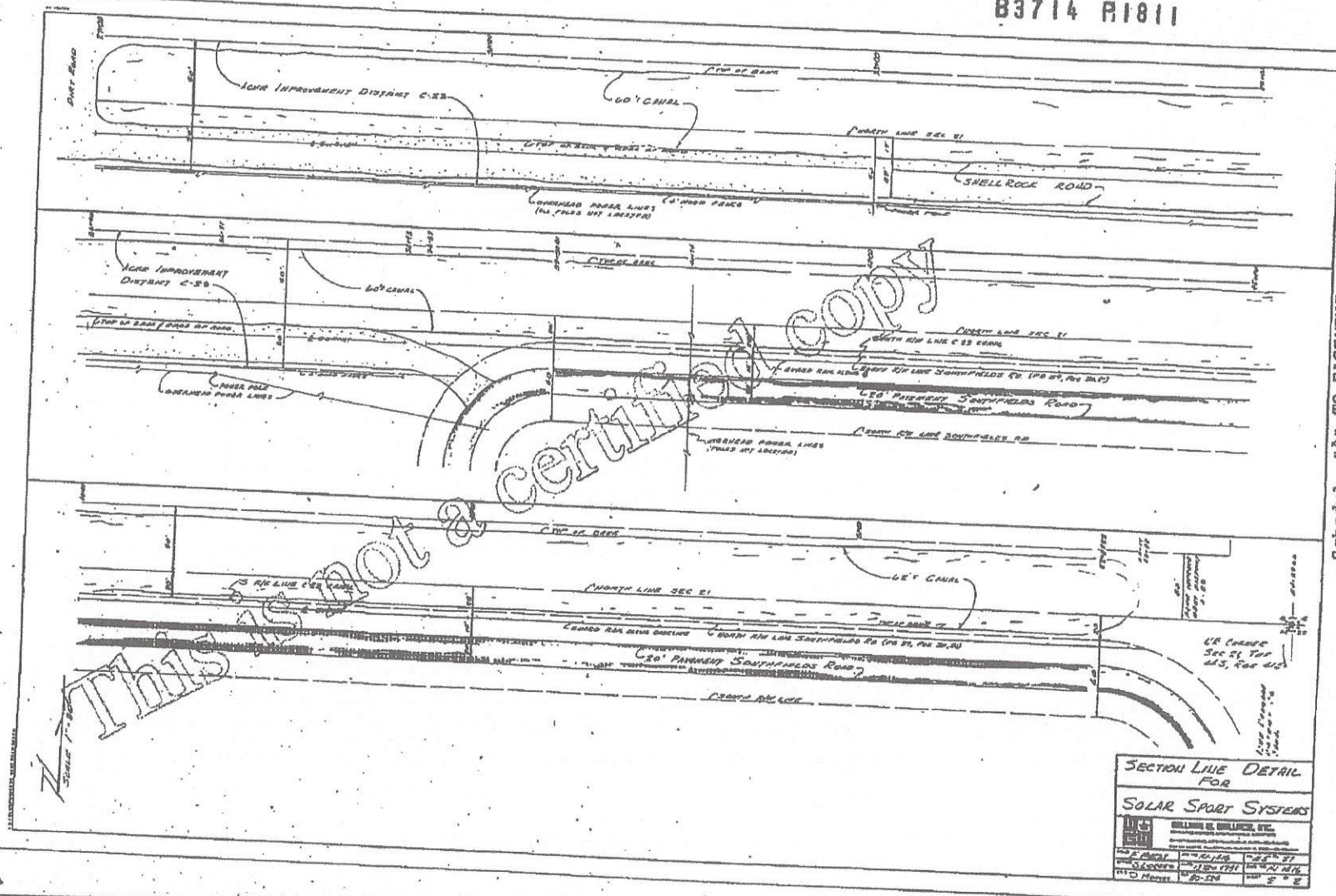
SECTION LINE DETAIL FOR SOLAR SPORT SYSTEMS

DALLAS G. SELLECK, INC.

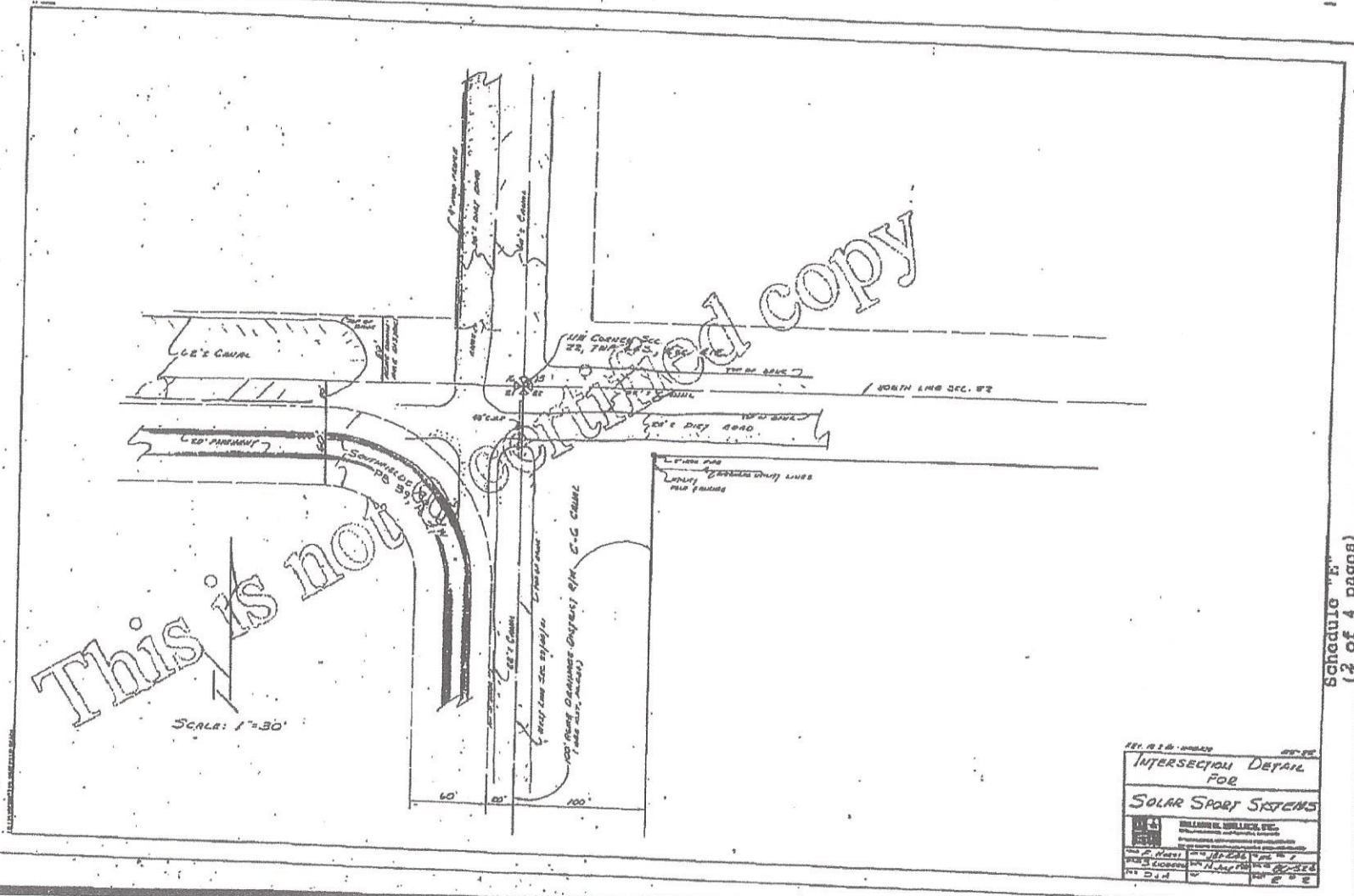
This is not a certified copy

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

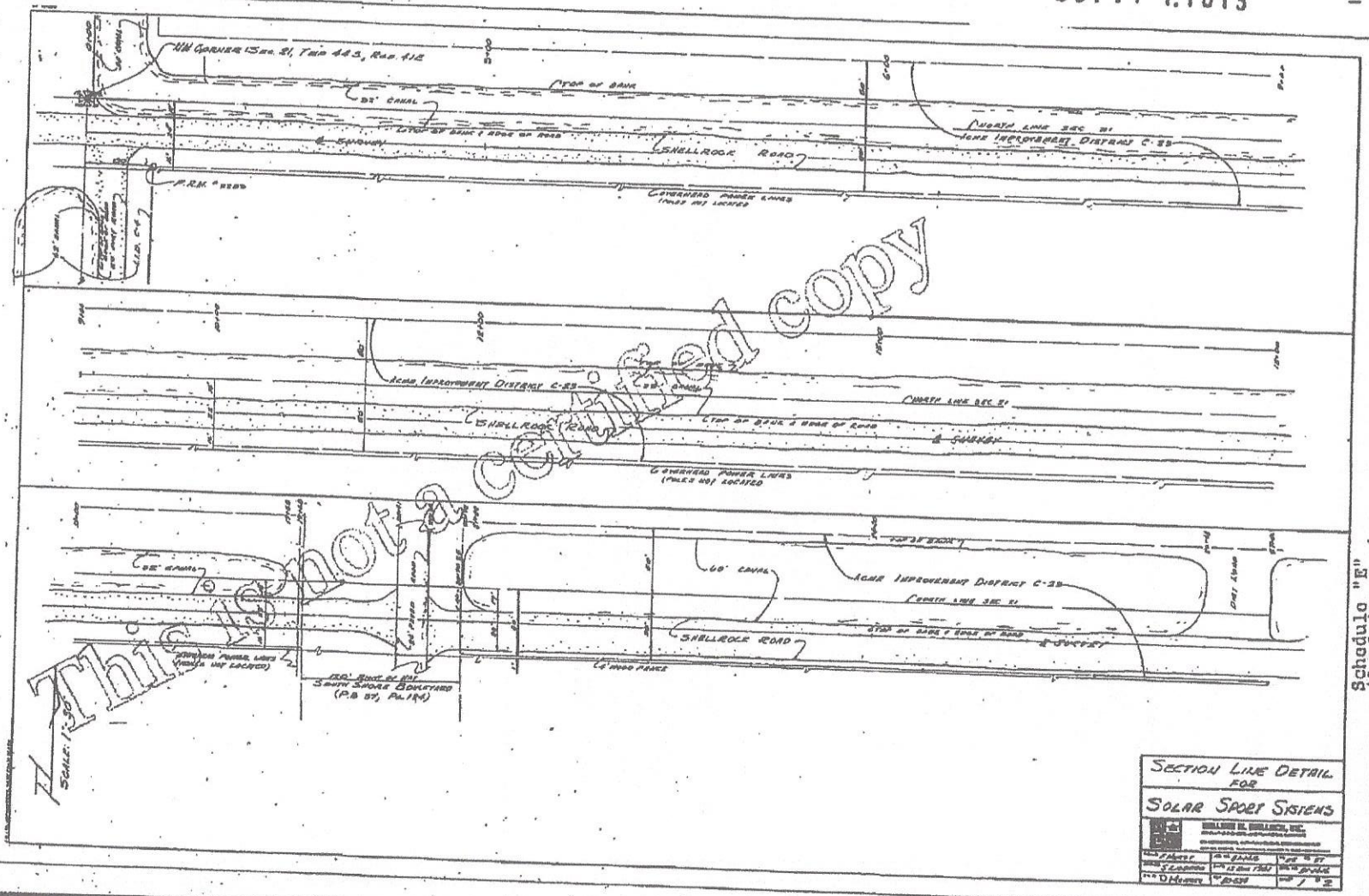
B3714 P1811



Schedule "A" TO EASEMENT AGREEMENT
(4 of 4 pages)

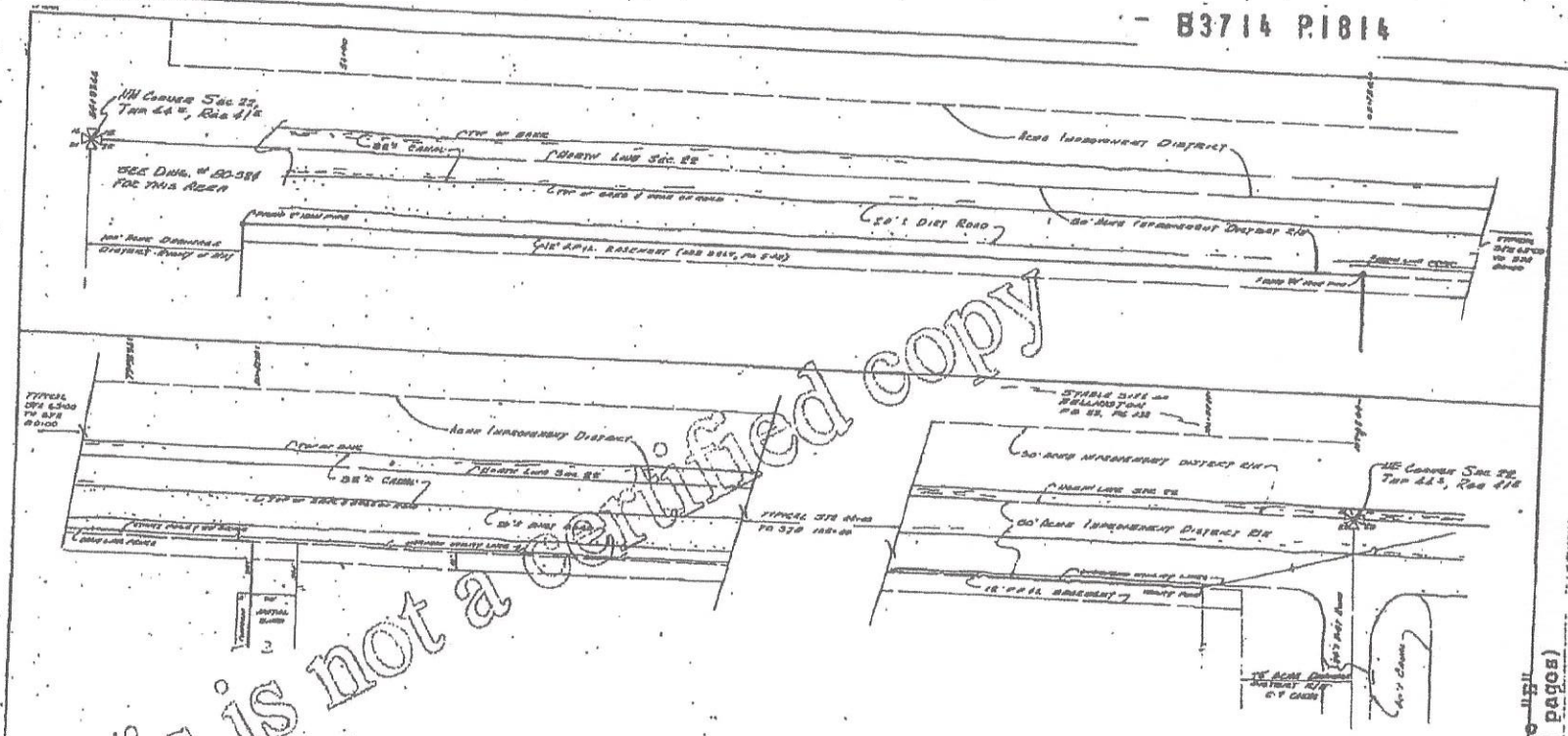


Schedule "E"
(2 of 4 pages)



SECTION LINE DETAIL FOR SOLAR SPORT SYSTEMS

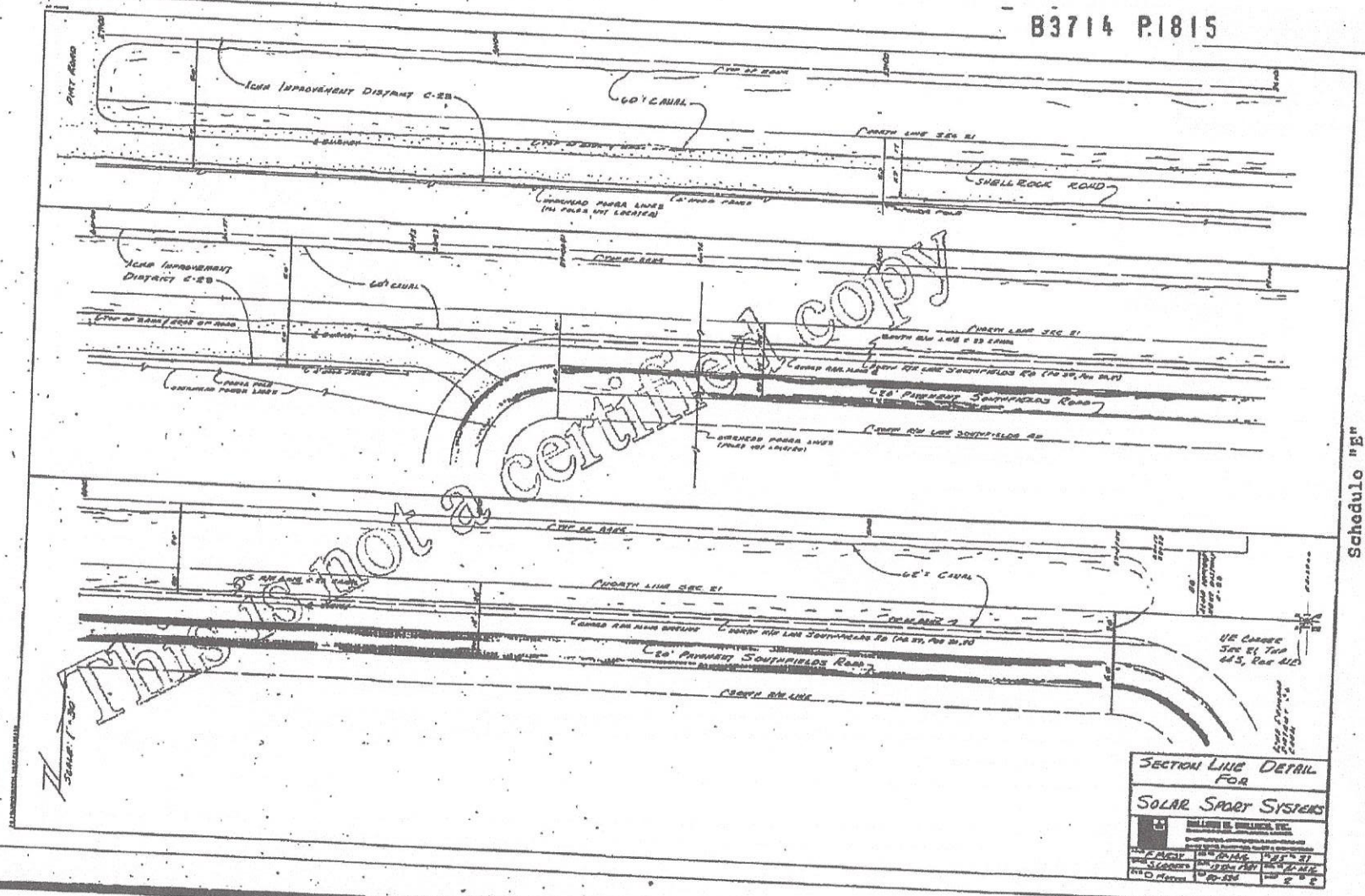
Schedule "B" (2 pages)



Schedule "B"
(1 of 4 pages)

SECTION LINE DETAIL FOR SOLAR SPORT SYSTEMS

WILLIAMS & ASSOCIATES, INC.



Schedule "B"
(4 of 4 pages)