

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

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## Southfields HOA

### MEMO

**Date:** June 20, 2014

**To:** Board of Directors

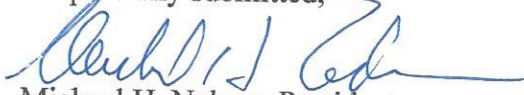
**From:** Mike Nelson, President

**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

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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 20<sup>th</sup> 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

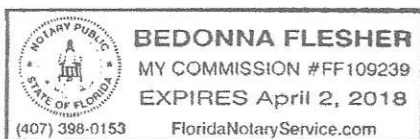
Misty Green  
\_\_\_\_\_  
Signature – Witness 2  
Misty Green  
\_\_\_\_\_  
Print name – Witness 2

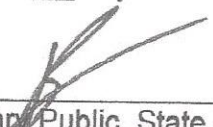
By:   
\_\_\_\_\_  
Signature  
MICHAEL NELSON, PRESIDENT  
\_\_\_\_\_  
Print Name & Title

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 20<sup>TH</sup> day of June, 2014.



  
\_\_\_\_\_  
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				Prepared For: SCOTT SIVEROLIN	
No.	Date	Description	Dwn.		

**SURVEYOR'S CERTIFICATE**

This certifies that a sketch and description of the herein 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.

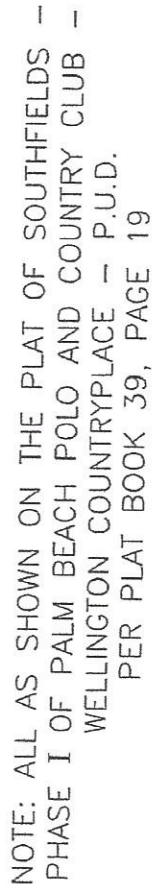
1403 E. 5th Avenue  
Tampa, Florida 33605  
www.geopointsurvey.com

Phone: (813) 248-8888  
Fax: (813) 248-2266  
Licensed Business Number LB 7768

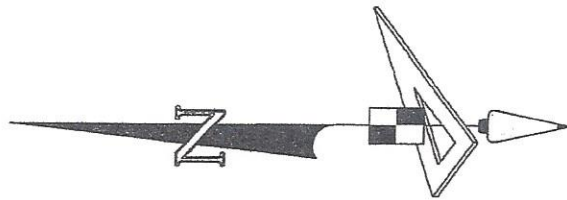
Drawn: GAR	Date: 06/04/14	Data File: -
Check: KKM	P.C.: -	Field Book: -
Section: 21, Twn. 44S., Rng. 41 E.		Job #: SWE-PS-001

Sheet No. 1 of 2 Sheets





SCALE: 1" = 200'



THE BEARINGS ARE BASED ON THE  
NORTH RIGHT OF WAY LINE OF  
SOUTHFIELDS ROAD, HAVING A  
BEARING OF N.89°37'54"W.

## LEGEND

P.B. = PLAT BOOK  
PG = PAGE  
O.R.B. = OFFICIAL RECORDS BOOK  
C = CENTERLINE

## PIERSON ROAD RIGHT OF WAY SKETCH AND DESCRIPTION

Prepared For: SCOTT SWERDLIN

Sheet No. 2 of 2 Sheets

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RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

# GeoPoint

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[www.geopointsurvey.com](http://www.geopointsurvey.com)

Phone: (813) 248-8888  
Fax: (813) 248-2266  
Licensed Business Number LB 7768

Drown:GAR	Date: 06/04/14	Doto File: -
Check:KKM	P.C.: -	Field Book:

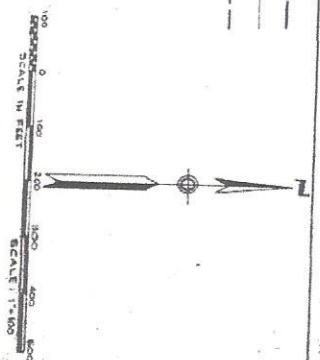
Section: 21, Twn. 44S., Rng. 41 E.	Job #: SWE-PS-001
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39-21



**SOUTHFIELDS - PHASE 1 OF  
PALM BEACH POLO AND COUNTRY CLUB  
WELLINGTON COUNTRY PLACE - P.U.D.  
IN PART OF SECTION 21, TWP. 44S., RGE. 41E.  
IN 4 SHEETS, SHEET NO. 3**

ENGINEERS  
ANCHERSON  
WEST PALM BEACH, FLORIDA  
JULY 1979



**NOTES**

All buildings shown herein are subject to an assumed  
ordinance used throughout Wellington  
Palm Beach County. Building setbacks shall be as required by  
ordinance. There shall be no building setbacks or other structures  
placed on utility easements or other structures  
There shall be no buildings or any kind of construction  
or trees or shrubs placed on Drainage Easements.  
Easements are for Public Utilities, unless other-  
wise noted.  
a. denotes Permanent Reference Monument  
b. denotes Permanent Control Point.  
Three Utility easements and Drainage Easements  
cross, Drainage Easements shall take precedent.

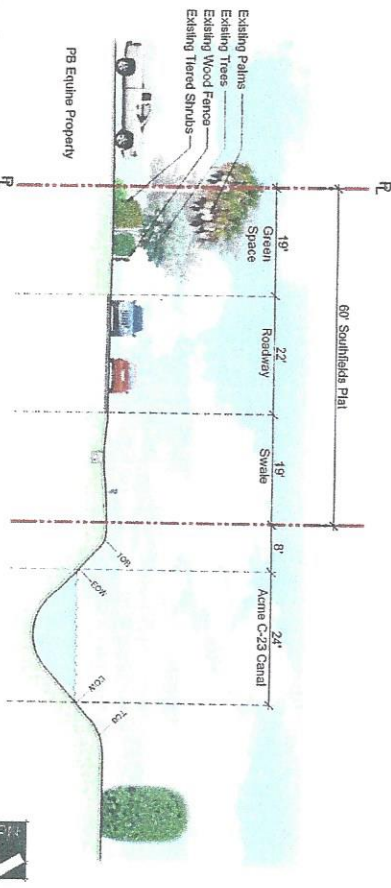
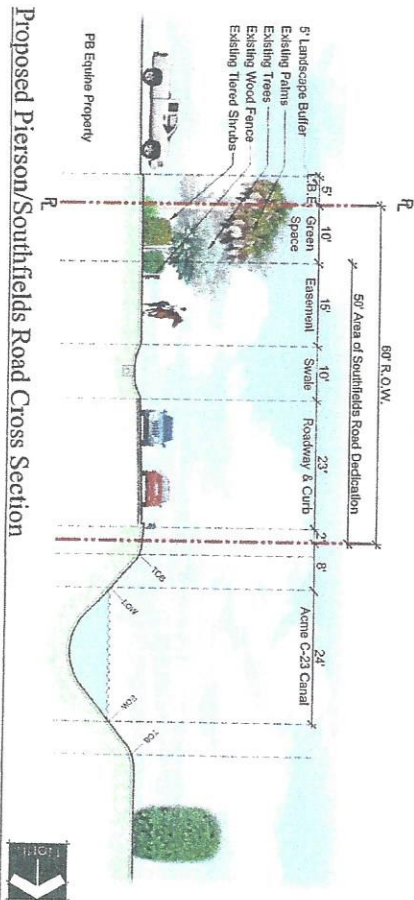
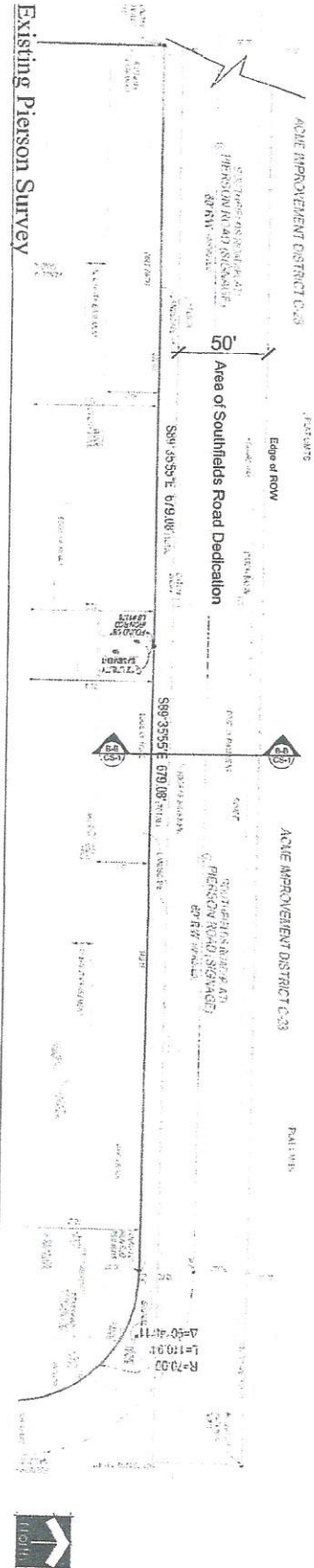
*Southfields - Phase I P.B. P.U.D.  
Country Club.*

0333-303

RE-PUB. 1979

39/21





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

Parcel "D"  
Palm Beach Equine  
Sports Complex  
Village of Wellington, Florida

John E. Schmidt and Associates  
Professional Engineers & Surveyors  
1401 NE 14th St., Suite 200  
West Palm Beach, Florida 33411  
Tel: (561) 844-4141  
Fax: (561) 844-4142  
Florida License No. 122600002



DATE	BY	REVISION / SUBMITTALS
04/15/2014	JE	As Issued
04/15/2014	JE	Design
04/15/2014	JE	Drawn
04/15/2014	JE	Checked
04/15/2014	JE	Reviewed
04/15/2014	JE	Final

Cross  
Sections

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 Florida, 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 privileges 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.

B3714 P1805

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

B3714 P1806



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 Agreement.

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:

Willa L. Thomas  
Alinda Luntani

Signed, Sealed and  
Delivered in presence of:

James H. Hill  
Madison K. Garrett

Signed, Sealed and  
Delivered in presence of:

Willa L. Thomas  
Donald D. Roberts

GOULD FLORIDA, INC.

By [Signature]  
Title: PRESIDENT

Board of Supervisors of  
ACME DRAINAGE DISTRICT

By [Signature]  
Title: President

SOLAR SPORTSYSTEMS, INC.

By [Signature]  
Title: V.P.

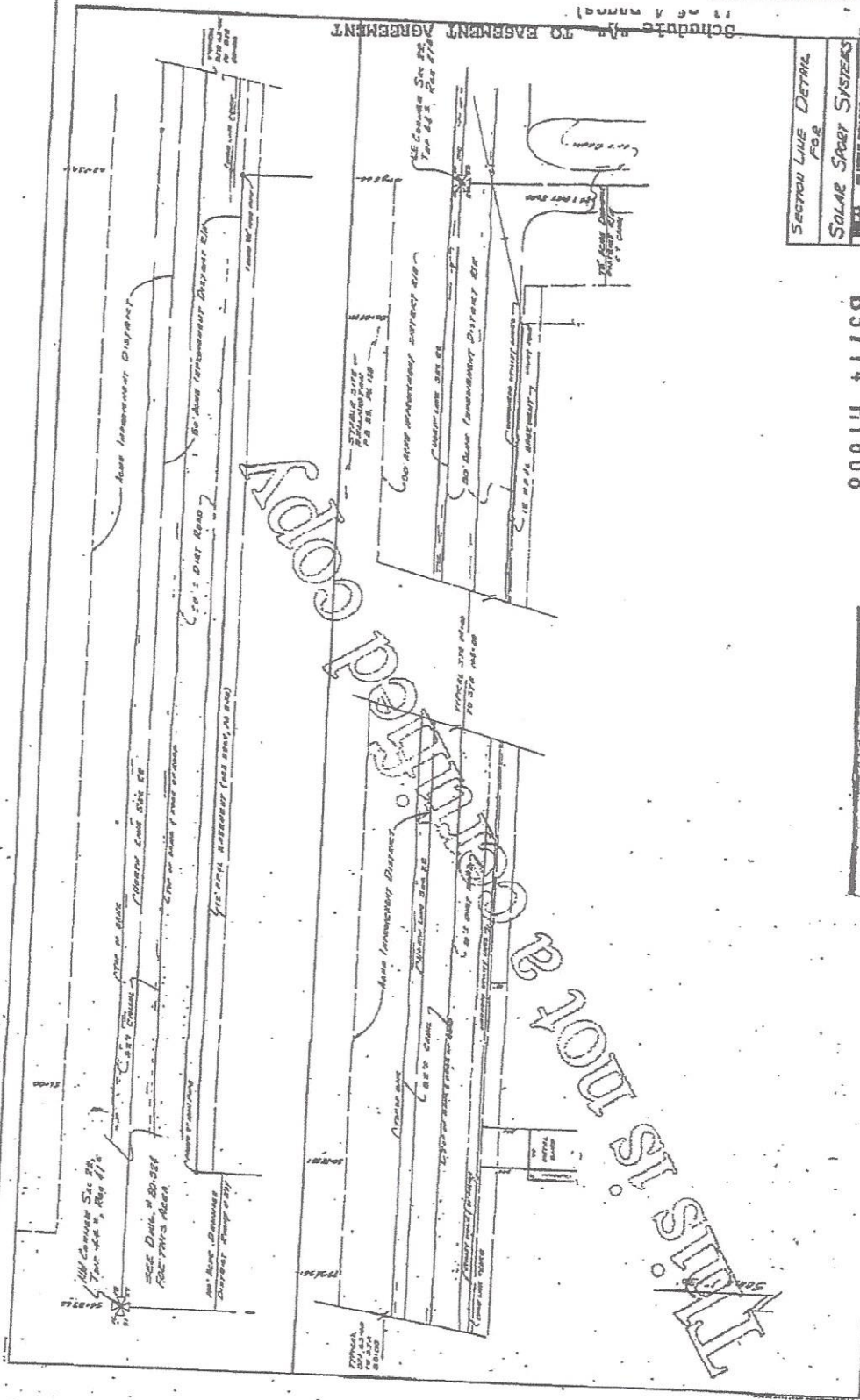
83714 R1807

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

B3714 P1808

SECTION LINE DETAIL	
FOR	Solar Space Systems
LAWSON & SONS, INC.	
DATE	10/1/54
BY	J. H. HARRIS
CHECKED BY	J. H. HARRIS
APPROVED BY	J. H. HARRIS

Schedule "A" TO EASEMENT AGREEMENT



NOT A SUBSTITUTE FOR A LEGIBLE COPY





Schedule "A" TO EASEMENT AGREEMENT

SECTION LINE DETAIL  
FOR

SOLAR SPECT SYSTEMS

**COLLIER OF NEWARK, INC.**

[illegible][illegible]

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1. *Journal of the American Medical Association*, 2000; 283: 2686-2692.

Country	1950	1960	1970	1980	1990	2000	2010	2020	2030	2040	2050
Japan	7.0	7.5	8.0	8.5	9.0	9.5	10.0	10.5	11.0	11.5	12.0
Germany	10.0	10.5	11.0	11.5	12.0	12.5	13.0	13.5	14.0	14.5	15.0
France	12.0	12.5	13.0	13.5	14.0	14.5	15.0	15.5	16.0	16.5	17.0
Italy	13.0	13.5	14.0	14.5	15.0	15.5	16.0	16.5	17.0	17.5	18.0
Spain	14.0	14.5	15.0	15.5	16.0	16.5	17.0	17.5	18.0	18.5	19.0
United Kingdom	15.0	15.5	16.0	16.5	17.0	17.5	18.0	18.5	19.0	19.5	20.0
Sweden	16.0	16.5	17.0	17.5	18.0	18.5	19.0	19.5	20.0	20.5	21.0
United States	17.0	17.5	18.0	18.5	19.0	19.5	20.0	20.5	21.0	21.5	22.0
Canada	18.0	18.5	19.0	19.5	20.0	20.5	21.0	21.5	22.0	22.5	23.0
China	19.0	19.5	20.0	20.5	21.0	21.5	22.0	22.5	23.0	23.5	24.0
India	20.0	20.5	21.0	21.5	22.0	22.5	23.0	23.5	24.0	24.5	25.0
South Africa	21.0	21.5	22.0	22.5	23.0	23.5	24.0	24.5	25.0	25.5	26.0
South Korea	22.0	22.5	23.0	23.5	24.0	24.5	25.0	25.5	26.0	26.5	27.0
Poland	23.0	23.5	24.0	24.5	25.0	25.5	26.0	26.5	27.0	27.5	28.0
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India	34.0	34.5	35.0	35.5	36.0	36.5	37.0	37.5	38.0	38.5	39.0
China	35.0	35.5	36.0	36.5	37.0	37.5	38.0	38.5	39.0	39.5	40.0
South Korea	36.0	36.5	37.0	37.5	38.0	38.5	39.0	39.5	40.0	40.5	41.0
Japan	37.0	37.5	38.0	38.5	39.0	39.5	40.0	40.5	41.0	41.5	42.0
Germany	38.0	38.5	39.0	39.5	40.0	40.5	41.0	41.5	42.0	42.5	43.0
France	39.0	39.5	40.0	40.5	41.0	41.5	42.0	42.5	43.0	43.5	44.0
Italy	40.0	40.5	41.0	41.5	42.0	42.5	43.0	43.5	44.0	44.5	45.0
Spain	41.0										

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

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DR. FORT & HAT  
5000 S. W. 10th Ave.  
(2nd fl., Rm. 100)

Age Group	Percentage of Respondents
18-29	85%
30-49	80%
50-69	75%
70+	70%

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4

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SCALE: 1:50





Scale: 1"=30'

100' REAR DRAINAGE DISTRICT R/W C-G CANAL  
(SEE DIST. PLAN)

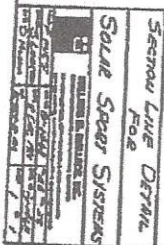
Continued study and  
other printing

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

Schedule "E"  
(2 of 4 pages)









[illegible]