

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made this ____ day of December, 2017 ("Effective Date"), by and between MEINSE, LLC, a Florida limited liability company, whose post office address is 605 Main Street, Suite 212, Riverton, NJ 08077, (hereinafter called "Meinse"), and THE VILLAGE OF WELLINGTON, a political subdivision of the State of Florida ("VOW"), having a mailing address at 12300 Forest Hill Blvd., Wellington, Florida 33414.

Recitals

WHEREAS, Meinse is in the process of developing real property located at 4280 South Shore Blvd, Wellington, Florida, as more particularly described on Exhibit "A" attached hereto and incorporated herein ("Meinse Farm");

WHEREAS, in connection with the development of the Meinse Farm and to accommodate future growth, VOW desires to acquire land to install a turning lane on the northbound side of South Shore Blvd. turning eastbound on Lake Worth Road over the real property more particularly described on Exhibit "B" attached hereto and incorporated herein ("Turning Lane Property"), which Turning Lane Property is owned by Meinse and Meinse desires to dedicate to VOW;

WHEREAS, in connection with the development of the Meinse Farm, VOW and Meinse desire that VOW convert the existing shell rock road on 40th Street between South Shore Blvd. and to approximately the 130th Avenue South cul-de-sac to a bridle path by closing the road to public vehicular traffic access. The Village of Wellington shall be responsible for constructing two gates/trailhead openings, one on 40th Street just east of South Shore Blvd. and one just north of the 130th Ave. South cul-de-sac, all at the locations more particularly depicted on the sketches described on Exhibits "C" and "D" attached hereto and incorporated herein; and

WHEREAS, in connection with the development of the Meinse Farm, Meinse desires that a turnaround cul-de-sac be installed at the intersection of 40th Street and 130th Avenue South, as more particularly depicted on the sketch described on Exhibit "D" attached hereto and incorporated herein ("130th Cul-De-Sac").

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated herein by this reference.

2. **Turning Lane Property**. Within 15 days from the installation of the gates and trailhead Openings described in paragraph 3 below and depicted on Exhibit C, Meinse shall dedicate and convey fee simple title to the Turning Lane Property to VOW by Right-of-way Deed, the form of which shall be approved by VOW, Meinse and Meinse's legal counsel. At VOW's sole cost and expense, VOW shall be responsible for the recordation of such Right-of-way Deed and when required, construction of the turning lane onto Lake Worth Road from South Shore Boulevard over and across the Turning Lane Property. Upon delivery of the executed Right-Of-Way Deed, VOW shall be solely responsible for any and all expenses, liabilities, costs and maintenance of the Turning Lane Property.

3. **Gates/Trailhead Openings**. Within 180 days from the Effective Date, VOW

agrees, at its sole cost and expense, to install the gates and trailhead Openings as depicted on Exhibit C and described above. The gates and trailhead openings shall preclude vehicular access over 40th street except to VOW, its employees and contractors, and any utilities and their employees and contractors, holding easement rights over such 40th street pursuant to recorded easement agreements. VOW, at its sole cost and expense, shall maintain the gates and trailhead openings. VOW shall, at its sole cost and expense, maintain the Bridle Path along 40th Street from South Shore Blvd. to just north of the 130th Avenue South cul-de-sac. Nothing contained herein shall preclude Meinse, its successors and assigns, its and their agents, employees, and invitees from using the Bridle Paths.

4. **130th Cul-de-sac.** Meinse agrees, at its sole cost and expense, to obtain a Village VOW engineering permit to construct the 130th Cul-De-Sac as depicted on Exhibit D. Once the 130th Cul-De-Sac is constructed, VOW shall own same and shall be solely responsible for all expenses, liabilities, costs and maintenance of all the improvements in connection therewith, including but not limited to, pavement and drainage improvements within the 100' ACME Improvement District Right-of-Way for such 130th Cul-De-Sac.

5. **Further Assurances.** At the request of the other party, Meinse and VOW, shall from time to time and without further consideration, execute and deliver such further instruments and take such other actions reasonably requested to effectuate the terms of this MOU.

6. **Counterparts.** This MOU may be executed in any number of counterparts, each of which when executed and delivered shall be an original, and such counterparts shall together constitute one and the same instrument. For purpose of this MOU, a facsimile or similar electronic transmission of a counterpart signed by a party hereto shall be regarded as an original signed by such party for all purposes.

7. **Notices.** Each notice, instruction, or other communication ("**Notices**") required or permitted by the terms hereof shall be in writing and shall be sent by (a) personal delivery, (b) certified mail or registered mail - return receipt requested, or (c) overnight third-party delivery service, with delivery confirmation. All notices shall be sent to the following addresses:

To Meinse: Meinse, LLC
605 Main Street, Suite 212
Riverton, NJ 08077

With copy to: Francisco J. Gonzalez, Esquire
Gonzalez, Shenkman & Buckstein, P.L.
1035 South State Road 7, Suite 312
Wellington, Florida 33414

To VOW: Village of Wellington
Attn: Engineering Department
12300 Forest Hill Blvd.
Wellington FL 33414

With copy to: Laurie Cohen, Esquire
Village of Wellington Attorney's Office
12300 Forest Hill Blvd.
Wellington FL 33414

Notice shall be deemed to have been given as of the date (a) it is personally delivered or (b) the certified or registered mail is received, as evidenced by the return of the return receipt, (c) the overnight delivery is received, as evidenced by the confirmation of the overnight delivery service. The parties may change their respective notice address(es) set forth above by providing the other parties with Notice (5) business days in advance of the change.

8. **Governing Law.** This memorandum, and the rights and obligations of the parties hereunder, shall be governed and construed in accordance with the laws of Florida. The parties hereby irrevocably consent to the exclusive jurisdiction and venue of the state courts in Palm Beach County, in the State of Florida, for any and all claims and causes of action arising from or related to this Agreement.

9. **Attorneys' Fees.** If either party defaults in the performance of any of the terms or provisions of this Agreement and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, then in any of said events the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and all expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any appeal) and in enforcement of any remedy

10. **Severability.** It is understood and agreed by the parties that if any part, term, or provision of this Memorandum is held by the courts to be illegal or in conflict with any part of the laws of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

[Signatures to follow on next page.]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Memorandum of Understanding on the dates shown below to be effective the day and year first shown above.

VOW:

Executed by the undersigned representative of the Village of Wellington this ____ day of _____, 2017.

By: _____

Name: _____

Title: _____

MEINSE:

Executed by the undersigned representative of MEINSE this 18 day of Dec., 2017.

By: Winston Realty Management, LLC, its Manager

By: 

Name: Mary Alice Malone

Title: Manager