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A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ACME IMPROVEMENT DISTRICT, ACCEPTING AND AUTHORIZING THE LAND SWAP AND EXECUTION OF ALL DOCUMENTS INCLUDING, BUT NOT LIMITED TO, WARRANTY DEEDS, IN CONJUNCTION WITH THE LAND SWAP CONVEYANCE OF 0.4 ACRES OF REAL PROPERTY BETWEEN STAYSAIL SOUTH, LLC AND ACME IMPROVEMENT DISTRICT FOR THE PURPOSES OF CONSOLIDATING A RESIDENTIAL PARCEL AND THE RELOCATION OF A PORTION OF A PUBLIC BRIDLE TRAIL (BLUE TRAIL) AND PAVED MULTI-PURPOSE PATH; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Staysail South, LLC is seeking authorization and approval of a land swap with the Acme Improvement District to consolidate the property located at 2384 Appaloosa Trail;

WHEREAS, a 50-foot wide bridle trail tract and drainage easement, totaling 0.4 acres and owned by Acme Improvement District, currently divides the property; and

WHEREAS, Staysail South, LLC has requested an equivalent property swap and to relocate the bridle path, paved multi-purpose path, C-23 canal crossing and horse crossing on Pierson Road to the easterly property line of 2384 Appaloosa Trail; and

WHEREAS, Staysail South, LLC and Acme Improvement District shall enter into an agreement, executed by both parties, that contains the legal description and respective sketches, conditions of approval, and all other required information as deemed necessary by the Acme Improvement District Attorney.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS
OF ACME IMPROVEMENT DISTRICT THAT:**

SECTION 1. The foregoing recitals are hereby affirmed and ratified as being true and correct.

SECTION 2. The Board of Supervisor's hereby authorizes and approves the land swap between Staysail South LLC and the Acme Improvement District, for the lands more particularly described in Exhibits A and Exhibit B thereto and hereby authorizes the President and Secretary to execute the Warranty Deeds and all other documents incident to the land swap.

SECTION 3. The following conditions of approval shall apply:

- 1
2 1. Staysail South, LLC shall obtain the written consent of Katherine M.
3 Prudent, the property owner to the east of the subject site, at 2424
4 Appaloosa Trail.
5
- 6 2. Staysail South, LLC shall obtain the written consent of Susan E. Grange,
7 the property owner to the south of the subject site (on the south side of
8 Pierson Road), at 14412 Pierson Road as the Pierson Road bridle trail
9 crossing will be near and spanning her driveway connection to Pierson
10 Road.
11
- 12 3. Staysail South, LLC shall obtain the written consent of Homeowner
13 Association located directly south of the subject site as they are responsible
14 for maintaining that section of the bridle trail along Pierson Road.
15
- 16 4. Staysail South, LLC shall obtain the written consent of all public and private
17 utilities to encroach the existing easements along the north and south
18 property lines with the proposed improvements. Should the property owner
19 desire to vacate the existing 12 foot wide utilities easements along the east
20 and west side of existing 50 foot wide drainage easement, Staysail South,
21 LLC shall be required to vacate/abandon this easement as a separate
22 application with all required consent from applicable utilities.
23
- 24 5. Prior to the submission of applications for approval or construction, the
25 agreement between Staysail South, LLC and Acme Improvement District
26 shall be executed, accepted and submitted to the Acme Improvement
27 District Attorney's Office and Village Engineer.
28
- 29 6. Staysail South, LLC shall fund the design, permitting (engineering and
30 building) and construction of the relocated bridle path, paved multi-purpose
31 path, canal crossing and horse crossing, including all related equestrian
32 appurtenances, at Pierson Road.
33
- 34 7. A certified cost estimate for all construction related to the relocation of the
35 bridle trail, paved multi-purposed path, canal crossing, horse crossing
36 (including signage and signalization), removal of all required landscaping
37 and any other element to complete the construction shall be submitted to
38 Engineering Division. A bond for all construction shall be required at prior
39 to the issuance of a Land Development Permit.
40
- 41 8. The proposed site shall be constructed in the same layout (paved multi-
42 purpose to west and earthed and stabilized trail to the east) as currently
43 exists. The Areca Palms located on the adjacent parcel shall remain on the
44 east property line. Additionally, steps shall be required to protect this

1 vegetation during construction in accordance with the landscape
2 requirements of the LDR.

3
4 9. Staysail South, LLC shall remove any existing trees at the north and south
5 ends of the proposed bridle trail and multi-purpose path that may be
6 required by Wellington prior to the construction the improvements.

7
8 10. Staysail South, LLC shall be required to re-plat the property, which shall
9 include the relocation of any existing easements as required by the
10 Wellington Engineer and/or Utilities Director.

11
12 11. The Village of Wellington will maintain the relocated bridle trail, paved multi-
13 purpose path, and horse crossing once final inspections have been
14 completed and the improvements fully accepted by the Village of
15 Wellington.

16
17 12. The Acme Improvement District will hold in trust the Warranty Deeds until
18 the improvements are accepted by the Village of Wellington and the re-plat
19 has been recorded. At that time, Acme Improvement District will record and
20 release the executed Warranty Deeds to Staysail South, LLC. Staysail
21 South, LLC shall be responsible for all related recording costs.

22
23 13. Staysail South, LLC shall be required to update the Bridle Trails Map of
24 Wellington's Comprehensive Plan and shall be responsible for all related
25 application and processing fees.

26
27
28 **SECTION 4.** This Resolution shall become effective immediately upon adoption.

29
30 **PASSED AND ADOPTED** this ____ day of _____, 2018.

31
32 **ATTEST:**

ACME IMPROVEMENT DISTRICT

33
34
35 By: _____
36 Chevelle D. Nubin, Secretary

By: _____
Anne Gerwig, President

37
38
39 **APPROVED AS TO FORM**
40 **AND LEGAL SUFFICIENCY**

41
42
43 By: _____
44 Laurie S. Cohen, Board Attorney