

Prepared by and Return to:  
Village of Wellington Legal Department  
12300 Forest Hill Blvd.  
Wellington, Florida 33414

## **UTILITY AND BRIDLE PATH EASEMENT**

THIS UTILITY AND BRIDLE PATH EASEMENT (“Easement”) is executed this \_\_\_\_\_ day of December, 2018, by ROCREATION CORP., a Florida corporation, with offices at 66 White Street, Unit 501, New York, NY 10013 (hereinafter referred to as “GRANTOR”), in favor of the VILLAGE OF WELLINGTON, a municipal corporation, and the ACME IMPROVEMENT DISTRICT, a dependent special district thereof, having their principal place of business at 12300 Forest Hill Boulevard, Wellington, FL 33414 (hereinafter referred to as “GRANTEE”).

WHEREAS, GRANTOR is the fee simple owner of certain real property known as Lassergut Farm, more particularly described in Exhibit “A”, attached hereto and incorporated herein (hereinafter referred to as the “Property”); and

WHEREAS, GRANTOR is desirous of granting to GRANTEE a perpetual utility easement and a perpetual bridle path easement on the Property, as described in Exhibit “B”, attached hereto and incorporated herein (hereinafter referred to as the “Easement Area”), on the terms and conditions set forth herein; and

WHEREAS, GRANTEE is desirous of obtaining said easements pursuant to the terms and conditions set forth herein;

NOW THEREFORE, GRANTOR, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by GRANTEE and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby grant to GRANTEE, its successors and assigns, the following easements in, on, over, under and across the Easement Area:

1. A perpetual utility easement which shall permit Grantee authority to enter upon the Easement Area at any time to, at its sole costs and expense, install, operate, maintain, service, construct, reconstruct, remove, relocate, repair, replace, improve, expand, tie into, and inspect potable water, reclaimed water and/or wastewater lines and appurtenant facilities and equipment in, on, over, under and across the Easement Area; and

2. A perpetual easement for the creation and maintenance of a public equestrian bridle trail for use by the public. The creation and maintenance of a public equestrian bridle trail for use by the public on and over the Easement Area shall be at the sole cost of GRANTEE.

GRANTOR, its successors and assigns, shall place nothing in said easement area that would impede or limit the use of the Easement Area as an equestrian bridle path for use by the public, and with the exception of GRANTOR's fencing, privacy hedge and vegetation that currently exists in the Easement Area, GRANTOR shall not plant any new vegetation or build any new structure in the Easement Area unless approved by GRANTEE which approval shall not be unreasonably withheld. GRANTEE, its successors and assigns, shall be responsible for constructing and maintaining the utilities and bridle path in the Easement Area.

GRANTEE, at its sole cost and expense, also has the following rights and responsibilities in connection with the bridle path easement granted herein:

1. GRANTEE may construct and maintain an equestrian bridle path over the Easement Area, including the additional pathway needed to align with the South Shore Boulevard equine/pedestrian crossing as depicted on Exhibit C, provided that such additional pathway and alignment does not modify, change or alter in any way, GRANTOR's berm, signage and existing landscaping in, on or upon the crossing area shown on Exhibit C.
2. GRANTEE may regrade the bridle path as may be required for the installation of the footing material and for the normal maintenance of the pathway.
3. GRANTEE may install an asphalt milling footing material and will maintain said footing material on an ongoing basis.
4. GRANTEE may install a bridle path fence in the Easement Area along the south side of Pierson Road and will maintain said fence on an ongoing basis.

GRANTOR retains the following rights and responsibilities in connection with the bridle path easement granted herein:

1. GRANTOR will maintain the fence and hedge located adjacent to and south of the equestrian bridle path. GRANTOR will keep the hedge trimmed to the existing fence as a normal part of its maintenance activities.
2. GRANTOR is responsible for the maintenance and functioning of its irrigation system located adjacent to and south of the bridle path. GRANTOR agrees to adjust the irrigation system so that water does not spray into the Easement Area thus unreasonably impacting the use of the bridle path by GRANTEE or the public.

3. GRANTOR is responsible for the maintenance of the existing Lassergut Farm sign located at the intersection of South Shore Boulevard and Pierson Road. The sign will remain in place and will not be affected by the easements granted herein.

GRANTOR has good right and lawful authority to grant the above-described easements, and that the same is unencumbered or if encumbered, then enforcement is barred by law. GRANTOR represents and warrants that there is no mortgagee on the Property that encumbers the easements.

GRANTEE, its successors and/or assigns, shall maintain, at its sole costs and expense, the equestrian bridle path in a safe and serviceable condition. GRANTEE shall be the sole determiner of its maintenance and replacement responsibilities as to the Village's improvements. Should any of the Village's improvements be destroyed by casualty or any other cause, GRANTEE may elect to replace or restore the same in its sole and unfettered discretion.

GRANTOR, its successors and/or assigns, pursuant to Florida Statute 375.251, owe no duty of care to keep the equestrian bridle path safe for entry or use by others, or to give warning to persons entering or going on the bridle path, of any hazardous conditions, structures, or activities on the bridle path.

GRANTEE, to the extent permitted by Florida Statute 768.28 and subject to the limitations contain therein, agrees to indemnify and hold harmless GRANTOR from and against claims, demands, actions, judgments, injuries, damages, costs and expenses including attorney's fees, resulting from or related to negligent acts of GRANTEE, its employees or agents in connection with the bridle path easement. However, other than this specific indemnification in favor of GRANTOR, nothing contained herein shall be construed to waive or modify the provisions of Florida Statute 768.28 or the doctrine of sovereign immunity as to any party. In addition, nothing herein can be construed as consent by GRANTEE to be sued by third parties in any manner arising from the easements herein granted, or as a waiver of sovereign immunity. GRANTEE agrees to carry commercial liability insurance for the bridle path easement and, to the extent of its liability under Florida Statute 768.28, insure against personal injury and property damage (which shall include equines), arising from the use thereof by others, including but not limited to the public.

This Easement shall run with and touch the land and shall be binding and shall inure to the benefit of the respective parties, and their successors in interest.

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

The venue for 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:

Witness:

Grantor:

\_\_\_\_\_  
Signature – Witness 1

ROCREATION CORP., a Florida corporation

\_\_\_\_\_  
Print Name – Witness 1

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

\_\_\_\_\_  
Signature – Witness 2

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

\_\_\_\_\_  
Print Name – Witness 2

Title:\_\_\_\_\_

Corporate Acknowledgment

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid to take acknowledgments appeared \_\_\_\_\_ as \_\_\_\_\_ of ROCREATION CORP., a \_\_\_\_\_ corporation/limited liability company, who is personally known to me to be the person described in and who executed the foregoing instrument, who acknowledged before me that they executed the same on behalf of the corporation/limited liability company, who produced \_\_\_\_\_ as identification, and who did or did not take an oath.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My Commission expires

ATTEST:

**ACME IMPROVEMENT DISTRICT**

By: \_\_\_\_\_  
Chevelle Nubin, Secretary

By: \_\_\_\_\_  
Anne Gerwig, President

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Laurie Cohen, Village Attorney

**VILLAGE OF WELLINGTON**

BY: \_\_\_\_\_  
Anne Gerwig, Mayor

ATTEST:

\_\_\_\_\_  
Chevelle Nubin, Village Clerk

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Laurie Cohen, Village Attorney