

This instrument prepared by:
Susanna Kenerson, for
Martin County, Real Property
2401 SE Monterey Road
Stuart, FL 34996

Project Name: MacArthur Blvd Dune and Beach Project
Project No: RPM # _____
PCN: _____

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PERPETUAL EASEMENT

THIS EASEMENT granted and executed this _____ day of _____, 2025, by [owner name, husband and wife / a Florida limited liability company / etc.], whose address is _____, Grantor, to **MARTIN COUNTY, a political subdivision of the State of Florida**, whose address is 2401 SE Monterey Road, Stuart, Florida 34996, Grantee.

(Wherever used herein the terms “Grantor” and “Grantee” shall include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH, that the said Grantor, for and in consideration of the sum of \$1.00 in hand paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an assignable easement and right-of-way, in on, over, and across the hereinafter described land for use by Martin County, its representatives, agents, contractors, and assigns, to nourish, renourish, protect, operate, and maintain a public beach thereon, including the right to provide use by the public, to deposit sand, to accomplish any alterations or contours on said land; to construct dunes and berms; to erect protective silt screens and fences and to perform any other work necessary and incident to the construction and maintenance of the Martin County Dune Protection Project, together with the continuing right to clear and remove any brush, debris, vegetation, structures, and obstructions which, in the opinion of the representatives of Martin County, may be detrimental to the project; and further excepting and reserving to the landowner the right to construct a wooden walkway access structure across said easement, provided that the manner of construction and location of the walkway is first approved in writing by the representatives of Martin County and reserving to the landowner all such rights and privileges as may be used and enjoyed without interfering with the use of the project for the purposes authorized by Congress or abridging the rights and easements hereby acquired, provided that no excavation shall be conducted and no landfill placed on the land except as provided above. The easement is taken subject to existing easements for public roads and highways, public utilities, railroads, and pipelines.

Accepted pursuant to
Resolution No. _____

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See Exhibit "A" attached hereto and made a part hereof (the "Easement Premises").

PROVIDED that no part of the foregoing shall be construed as in any manner creating or approving public use of dune areas currently protected by Division 4, Barrier Island and Sea Turtle Protection, Section 4.107, Beach and Dune Protection, Land Development Regulations, Martin County Code. Said limitation on this easement shall be constructed to protect the property rights of the Grantor and shall remain in effect notwithstanding any future amendment of said ordinance.

Grantor acknowledges that Grantor is the lawful owner of and has good and marketable legal title to the Easement Property; that Grantor has the full right, power and authority to grant this easement to Grantee, and the full right, power and authority to grant this easement to Grantee, and all other rights granted hereunder; and that Grantor agrees that in the event that another party attempts to and/or does set aside this easement based on a superior right in the Easement Property, or commit any act which would in any way nullify or interfere with the rights granted hereunder, that Grantor will take all such steps as shall be necessary and appropriate to secure to Grantee the rights and interest secured hereunder. Grantor further warrants that there are no mortgages encumbering the Easement Premises.

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IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

WITNESSES:

_____, a Florida
not-for-profit corporation]

Printed Name: _____
Address: _____

By: _____
Printed Name: _____
Title: _____

Printed Name: _____
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, as _____ of _____, on behalf of said entity () by means of physical presence or () online notarization, who () is personally known to me or () has produced _____ as identification.

(NOTARY SEAL)

Notary Public, State of _____
Print Name: _____
My Commission Expires: _____