

This instrument prepared by:

Carla T. Segura, FRP, Real Property Manager
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Project Name: Surplus-Affordable Housing
Property Address: SE Hawthorne St. and SE Iris St.
PCN: 37-38-41-007-146-00010-8

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

COUNTY DEED

THIS COUNTY DEED made this _____ day of _____, 20____, by MARTIN COUNTY, a political subdivision of the State of Florida, whose mailing address is 2401 SE Monterey Road, Stuart, Florida 34996, (“Grantor”) and _____, a Florida _____, whose mailing address is _____, FL 34____ (“Grantee”).

WITNESSETH that the said Grantor, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, and sold to Grantee, its successors and assigns, forever, the following described land lying and being in Martin County, Florida (the “Property”):

Lots 1 through 4, and the North one-half (N ½) of Lot 5, Block 146, together with Lots 7 through 10, and the South one-half (S ½) of Lot 6, Block 146, all of Golden Gate, according to the Plat thereof, as recorded in Plat Book 11, page 41 Public Records of Palm Beach (now Martin) County, Florida, as more particularly described in **Exhibit “A” and Exhibit “B”** attached hereto and incorporated herein by reference.

GRANTOR HEREBY RESERVES unto itself, its successors and assigns, a perpetual, non-exclusive drainage easement in, on, under, over, across and through that portion of the Property described in **Exhibit “C”** attached hereto and incorporated herein by this reference (the “Easement Premises”), for drainage and stormwater management purposes. Such easement shall include the right to construct, inspect, maintain, repair, replace, alter, reconstruct, and remove drainage facilities and related improvements within the Easement Premises, together with the right of reasonable ingress and egress over the Easement premises s may be reasonably necessary to exercise the right reserved herein. This easement shall be binding upon Grantee and Grantee’s successors and assigns and shall inure to the benefit of Grantor and its successors and assigns.

PROVIDED THAT, the Property is used for affordable housing unit(s); the Property is not sold at a price exceeding the threshold for housing that is affordable for low-income or moderate-income persons or to a buyer who is not eligible due to his or her income; and/or the Property is rented to extremely-low-income, very-low-income, low-income, or moderate-income persons, as appropriate and consistent with Florida Statutes Sections 125.379 and 420.615, and as approved by Resolution No. 26-_____. If the use for the Property for such purposes is subsequently abandoned, the interest granted to the party of the second part, shall cease and title to the Property shall automatically revert to the Grantor.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that Grantor has good right and lawful authority to sell and convey said land; and that said land is free of all encumbrances.

IN WITNESS WHEREOF the said Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year aforesaid.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

SEBASTIAN FOX, SENIOR COUNTY ATTORNEY

Exhibit “A”
Exhibit “B”
Exhibit “C”