

This Easement was prepared by:
Jay Sircy
Bureau of Public Land Administration
Division of State Lands
Department of Environmental Protection, MS 130
3900 Commonwealth Boulevard,
Tallahassee, Florida 32399-3000
AID# 41174

OAE1
[0.09 acres +/-]



Inst. # 2853514
Bk: 3177 Pg: 2797 Pages: 1 of 11
Recorded on: 12/3/2020 11:06 AM Doc: EAS
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$95.00



Inst. # 2868526
Bk: 3198 Pg: 837 Pages: 1 of 11
Recorded on: 2/16/2021 4:16 PM Doc: EAS
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$95.00

**BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT
TRUST FUND OF THE STATE OF FLORIDA**

EASEMENT

Easement Number 33325

THIS EASEMENT, made and entered into this 17th day of November 2020 between the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, acting pursuant to its authority set forth in Section 253.03, Florida Statutes, hereinafter referred to as "GRANTOR", and **MARTIN COUNTY, FLORIDA**, a political subdivision of the State of Florida, hereinafter referred to as "GRANTEE".

WHEREAS, GRANTOR is the owner of the hereinafter described real property, which is managed by the State of Florida Department of Environmental Protection, Division Recreation and Parks under Lease Number 3996 ("managing agency"); and

WHEREAS, GRANTEE desires an easement across the hereinafter described real property for an access area to construct, operate and maintain a weir; and

WHEREAS, the managing agency has agreed to the proposed use of the land subject to this easement.

NOW THEREFORE, GRANTOR, for and in consideration of mutual covenants and agreements hereinafter contained, has granted, and by these presents does grant unto GRANTEE, a non-exclusive easement across the following described real property in Martin County, Florida, to-wit:

(See Exhibit "A" Attached)(the "Easement Area")

subject to the following terms and conditions:

1. **DELEGATIONS OF AUTHORITY**: GRANTOR'S responsibilities and obligations herein shall be exercised by the Division of State Lands, State of Florida Department of Environmental Protection.
2. **TERM**: The term of this easement shall be for a period of five years commencing on November 17, 2020 and ending on November 16, 2025, unless sooner terminated pursuant to the provisions of this easement.

3. **USE OF PROPERTY AND UNDUE WASTE:** This easement shall be limited to an access area to construct, operate and maintain a weir, upon and across the Easement Area during the term of this easement. This easement shall be non-exclusive. GRANTOR retains the right to engage in any activities on, over, below or across the Easement Area which do not unreasonably interfere with GRANTEE'S exercise of this easement and further retains the right to grant compatible uses to third parties during the term of this easement.

GRANTEE shall dispose of, to the satisfaction of GRANTOR, all brush and refuse resulting from the clearing of the Easement Area for the uses authorized hereunder. If timber is removed in connection with clearing this easement, the net proceeds derived from the sale of such timber shall accrue to GRANTOR. GRANTEE shall take all reasonable precautions to control soil erosion and to prevent any other degradation of the Easement Area and adjacent land during the term of this easement. GRANTEE shall not remove water from any source on this easement including, but not limited to, a water course, reservoir, spring, or well, without the prior written approval of GRANTOR. GRANTEE shall clear, remove and pick up all debris including, but not limited to, containers, papers, discarded tools and trash foreign to the work locations and dispose of the same in a satisfactory manner as to leave the work locations clean and free of any such debris. GRANTEE, its agents, successors, or assigns, shall not dispose of any contaminants including, but not limited to, hazardous or toxic substances, chemicals or other agents produced or used in GRANTEE'S operations on this easement or on any adjacent state land or in any manner not permitted by law. GRANTEE shall be liable for all costs associated with any cleanup of the Easement Area and adjacent land which is a result of GRANTEE'S operations and use of the Easement Area.

Upon termination or expiration of this easement GRANTEE shall restore the Easement Area to substantially the same condition it was upon the Effective Date. GRANTEE agrees that upon termination or expiration of this easement all authorization granted hereunder shall cease and terminate. If the Easement Area is under lease to another agency, GRANTEE shall obtain the consent of such agency prior to engaging in any use of the Easement Area.

4. **ASSIGNMENT:** This easement shall not be assigned in whole or in part without the prior written consent of GRANTOR. Any assignment made either in whole or in part without the prior written consent of GRANTOR shall be void and without legal effect.

5. **RIGHT OF INSPECTION:** GRANTOR or its duly authorized agents, representatives or employees shall have the right at any and all times to inspect this easement and the works of GRANTEE in any matter pertaining to this easement.

6. **NON-DISCRIMINATION:** GRANTEE shall not discriminate against any individual because of that individual's race, color, religion, sex, national origin, age, handicaps, or marital status with respect to any activity occurring within this easement or upon lands adjacent to and used as an adjunct of this easement.

7. **LIABILITY:** GRANTOR does not warrant or represent that Easement Area is safe or suitable for the purpose for which GRANTEE is permitted to use it, and GRANTEE and its agents, representatives, employees, and independent contractors assume all risks in its use. GRANTEE hereby covenants and agrees to investigate all claims of every nature at its own expense and to indemnify, protect, defend, save and hold harmless GRANTOR and the State of Florida, its officers, agents and employees from any and all damages, claims, costs, expense, including attorney's fees, demands, lawsuits, causes of action or liability of any kind or nature arising out of all personal injury or damages attributable to the negligent acts or omissions of GRANTEE and its agents, officers, and employees. GRANTEE shall contact GRANTOR regarding the legal action deemed appropriate to remedy such damage or claims. The GRANTEE shall maintain a program of insurance covering its liabilities as prescribed by Section 768.28, F.S. Nothing herein shall be construed as a waiver of sovereign immunity enjoyed by any party hereto, as provided in Section 768.28, Florida Statutes, as amended from time to time, or any other law providing limitations on claims, nor shall it be construed as a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties. In the event GRANTEE subcontracts any part or all of the work performed in the Easement Area, the GRANTEE shall require each and every subcontractor to identify the GRANTOR as an additional insured on all insurance policies required by the GRANTEE. Any contract awarded by GRANTEE for work in the Easement Area shall include a provision whereby the GRANTEE's subcontractor agrees to indemnify, pay on behalf, and hold the GRANTOR harmless for all injuries and damages arising in connection with the GRANTEE's subcontract.

8. **COMPLIANCE WITH LAWS:** GRANTEE agrees that this easement is contingent upon and subject to GRANTEE obtaining all applicable permits and complying with all applicable permits, regulations, ordinances, rules, and laws of the State of Florida or the United States or of any political subdivision or agency of either.

9. **ARCHAEOLOGICAL AND HISTORIC SITES:** Execution of this easement in no way affects any of the parties' obligations pursuant to Chapter 267, Florida Statutes. The collection of artifacts or the disturbance of archaeological and historic sites on state-owned lands is prohibited unless prior authorization has been obtained from the State of Florida Department of State, Division of Historical Resources.

10. **PROHIBITIONS AGAINST LIENS OR OTHER ENCUMBRANCES:** Fee title to the lands underlying this easement is held by GRANTOR. GRANTEE shall not do or permit anything to be done which purports to create a lien or encumbrance of any nature against the real property of GRANTOR including, but not limited to, mortgages or construction liens against the real property described in Exhibit "A" or against any interest of GRANTOR therein.

11. **PARTIAL INVALIDITY:** If any term, covenant, condition or provision of this easement shall be ruled by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

12. **SOVEREIGNTY SUBMERGED LANDS:** This easement does not authorize the use of any lands located waterward of the mean or ordinary high water line of any lake, river, stream, creek, bay, estuary, or other water body or the waters or the air space there above.
13. **ENTIRE UNDERSTANDING:** This easement sets forth the entire understanding between the parties and shall only be amended with the prior written approval of GRANTOR.
14. **TIME:** Time is expressly declared to be of the essence of this easement.
15. **RIGHT OF AUDIT:** GRANTEE shall make available to GRANTOR all financial and other records relating to this easement and GRANTOR shall have the right to audit such records at any reasonable time during the term of this easement. This right shall be continuous until this easement expires or is terminated. This easement may be terminated by GRANTOR should GRANTEE fail to allow public access to all documents, papers, letters or other materials made or received in conjunction with this easement, pursuant to Chapter 119, Florida Statutes.
16. **PAYMENT OF TAXES AND ASSESSMENTS:** GRANTEE shall assume full responsibility for and shall pay all liabilities that accrue to the Easement Area or to the improvements thereon including any and all drainage and special assessments or taxes of every kind and all mechanic's or materialman's liens which may be hereafter lawfully assessed and levied against this easement.
17. **AUTOMATIC REVERSION:** This easement is subject to an automatic termination and reversion to GRANTOR when, in the opinion of GRANTOR, this easement is not used for the purposes outlined herein, and any costs or expenses arising out of the implementation of this clause shall be borne completely, wholly and entirely by GRANTEE, including attorneys' fees.
18. **RECORDING OF EASEMENT:** GRANTEE, at its own expense, shall record this fully executed easement in its entirety in the public records of the county within which the easement site is located within fourteen days after receipt, and shall provide to the GRANTOR within ten days following the recordation a copy of the recorded easement in its entirety which contains the O.R. Book and Pages at which the easement is recorded. Failure to comply with this paragraph shall constitute grounds for immediate termination of this easement agreement at the option of the GRANTOR.
19. **GOVERNING LAW:** This easement shall be governed by and interpreted according to the laws of the State of Florida.
20. **SECTION CAPTIONS:** Articles, subsections and other captions contained in this easement are for reference purposes only and are in no way intended to describe, interpret, define or limit the scope, extent or intent of this easement or any provisions thereof.

21. **SPECIAL CONDITIONS:** The following special conditions shall apply to this easement:

- a. GRANTEE shall pay maintenance, repair, and/or replacement costs for any adverse impacts the proposed activities may have on the real property resources, facilities, infrastructure or other improvements should the managing agency determine such impacts are a result of GRANTEE'S actions pertaining to this easement.
- b. GRANTEE shall coordinate all scheduled maintenance activities with the managing agency and obtain prior written approval. At the discretion of the managing agency, such coordination may require an on-site meeting. In the event of any emergency repairs or maintenance activities, GRANTEE shall inform the managing agency of such emergency within an hour of addressing the emergency.
- c. GRANTEE acknowledges and understands that managing agency reserves the right to manage fuels within the easement area corridor either through chemical means, mechanical means or prescribed fire applications.
- d. GRANTEE shall use native plants or native sod to rehabilitate disturbed areas and for maintenance of the Easement Area.
- e. GRANTEE shall use high standard clean fill used in construction of the temporary berm and make the equipment available for the managing agency's inspection and approval before they enter Easement Area.
- f. GRANTEE shall show operational schedule to the managing agency and obtain prior approval.

[Remainder of page intentionally left blank; Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Easement to be executed on the day and year first above written.

WITNESSES:

Kathy C. Grogan
Original Signature

Kathy C. Grogan
Print/Type Name of Witness

Dave Fewell
Original Signature

DAVE FEWELL
Print/Type Name of Witness

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA

(SEAL)

BY:

Brad Richardson
Brad Richardson, Chief, Bureau of Public Land Administration,
Division of State Lands, State of Florida Department of
Environmental Protection, as agent for and on behalf of the
Board of Trustees of the Internal Improvement Trust Fund of the
State of Florida

"GRANTOR"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization this 17th day of November, 2020, by Brad Richardson, Chief, Bureau of Public Land Administration, Division of State Lands, State of Florida Department of Environmental Protection for, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. He is personally known to me.

David Lee Fewell
Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires:

Commission/Serial No.

APPROVED SUBJECT TO PROPER EXECUTION:

By: [Signature] 08-24-2020
DEP Attorney Date



ATTEST:

MARTIN COUNTY, FLORIDA,
a political subdivision of the State of Florida
By its Board of County Commissioners

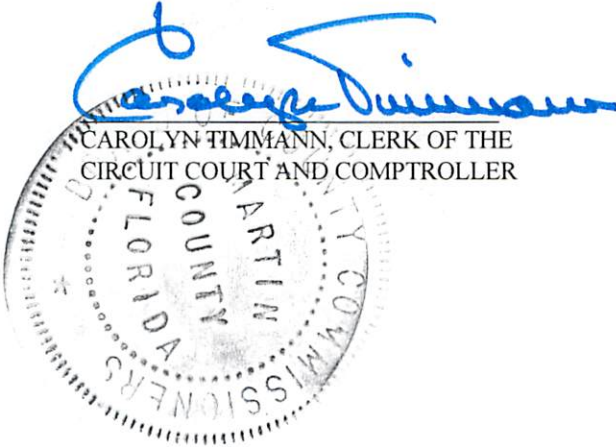
(SEAL)

BY:

Harold E. Jenkins II, Chairman

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Sarah W. Woods, County Attorney



CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

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EXHIBIT "A"

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 19-103.DWG | M.C. PROJ. NO. 19-103 | SHEET NO. 1 OF 3

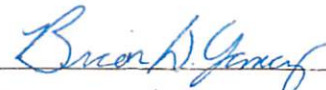
EXHIBIT A

SURVEYOR'S NOTES

1. THIS SKETCH AND LEGAL DESCRIPTION IS BASED ON A PROPERTY DESCRIPTION OF THE NORTH HALF OF THE NORTHWEST QUARTER, SECTION 21, TOWNSHIP 37 SOUTH, RANGE 41 EAST, AS RECORDED IN OFFICIAL RECORDS BOOK 1559, PAGE 2924, OF PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, DATED MAY 10, 2001.
2. THIS LEGAL DESCRIPTION SHALL NOT BE VALID:
 - A. UNLESS PROVIDED IN ITS ENTIRETY CONSISTING OF SHEETS 1, 2, AND 3, SHEET 3 BEING A SKETCH.
 - B. WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.
3. BEARING AND REFERENCE: BEARING IS NORTH 89°13'50" WEST, REFERENCE IS THE NORTHERLY RIGHT-OF-WAY OF CR 707-A, ALSO KNOWN AS JENSEN BEACH BLVD, AS RECORDED IN OFFICIAL RECORDS BOOK 769, PAGE 1658 OF PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND ALL OTHERS ARE RELATIVE TO SAID BEARING.
4. THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO DESCRIBE A TEMPORARY CONSTRUCTION EASEMENT FOR THE MARTIN COUNTY.
5. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHT-OF-WAY, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
6. THIS IS NOT A SURVEY AND DOES NOT DEFINE OWNERSHIP OR ENCROACHMENTS.
7. PROPERTY, TRACT, AND PARCEL LINES SHOWN ARE APPROXIMATE IN NATURE AND NOT TO BE RELIED UPON FOR LAND POSITIONING OR DETERMINATIONS.
8. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
9. LEGEND: AKA=ALSO KNOWN AS, CL=CENTER LINE, CONST=CONSTRUCTION, CR=COUNTY ROAD, ORB=OFFICIAL RECORD BOOK, PB=PLAT BOOK, PG=PAGE, POB=POINT OF BEGINNING, POC=POINT OF COMMENCEMENT, ROW=RIGHT-OF-WAY, TEMP=TEMPORARY.

THIS DOCUMENT MAY BE REPRODUCED UPON REQUEST IN AN ALTERNATIVE FORMAT BY CONTACTING THE COUNTY ADA COORDINATOR (772) 320-3131, THE COUNTY ADMINISTRATION OFFICE (772) 288-5400, FLORIDA RELAY 711, OR BY COMPLETING OUR ACCESSIBILITY FEEDBACK FORM AT WWW.MARTIN.FL.US/ACCESSIBILITY-FEEDBACK.

SURVEYOR AND MAPPER
IN RESPONSIBLE CHARGE



BRION D. YANCY, PSM
PROJECT MANAGER - SURVEY DIVISION
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. 7162

DATE: 10-11-2019

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS
NOT VALID WITHOUT SHEETS 2 AND 3.

SKETCH AND DESCRIPTION

SAVANNAS PRESERVE TEMP CONST EASEMENT
MARTIN COUNTY, FLORIDA

SUPERVISED BY : BDY

DRAWN BY : JMM | SCALE : N/A

DATE : 10/11/2019

DRAWING # 19-103

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 19-103.DWG | M.C. PROJ. NO. 19-103

SHEET NO. 2 OF 3

EXHIBIT A

DESCRIPTION

A TEMPORARY CONSTRUCTION EASEMENT THROUGH THE UN-PLATTED LAND OF THE BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, AS RECORDED IN OFFICIAL RECORDS BOOK 1559, PAGE 2924 OF PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA LOCATED IN SECTION 21, TOWNSHIP 37 SOUTH, RANGE 41 EAST.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 21, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID NORTHWEST QUARTER SOUTH 00°31'17" WEST, A DISTANCE OF 1242.65 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 707-A, ALSO KNOWN AS JENSEN BEACH BLVD, AS RECORDED IN OFFICIAL RECORDS BOOK 769, PAGE 1658 OF PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 89°13'50" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY, A DISTANCE OF 294.61 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 89°13'50" WEST, A DISTANCE OF 12.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY NORTH 00°46'10" EAST, A DISTANCE OF 27.16 FEET TO A POINT ON A PARALLEL LINE BY RIGHT ANGLES TO AND 27.16 FEET NORTHERLY OF SAID NORTHERLY RIGHT-OF-WAY; THENCE NORTH 89°13'50" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 200.00 FEET; THENCE DEPARTING SAID PARALLEL LINE SOUTH 00°46'10" WEST, A DISTANCE OF 27.16 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY; THENCE NORTH 89°13'50" WEST, ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 25.00 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY NORTH 00°46'10" EAST, A DISTANCE OF 39.16 FEET TO A POINT ON A PARALLEL LINE BY RIGHT ANGLES TO AND 39.16 FEET NORTHERLY OF SAID NORTHERLY RIGHT-OF-WAY; THENCE SOUTH 89°13'50" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 237.00 FEET; THENCE DEPARTING SAID PARALLEL LINE SOUTH 00°46'10" WEST, A DISTANCE OF 39.16 FEET TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 3,849 SQUARE FEET, (0.09 ACRES) MORE OR LESS.

BSM

BY SK

Date: 11.07.2019

NOTE: THIS IS NOT A SURVEY. THIS SHEET
IS NOT VALID WITHOUT SHEETS 1 AND 3.

SKETCH AND DESCRIPTION

SAVANNAS PRESERVE TEMP CONST EASEMENT
MARTIN COUNTY, FLORIDA

SUPERVISED BY : BDY

DRAWN BY : JMM | SCALE : N/A

DATE : 10/11/2019

DRAWING # 19-103

MARTIN COUNTY, STUART, FLORIDA

2401 S.E. MONTEREY ROAD PHONE NO. 772-288-5927

DWG. NAME : 19-103.DWG M.C. PROJ. NO. 19-103

SHEET NO. 3 OF 3

EXHIBIT A

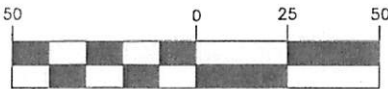
SOUTH LINE SECTION 16

NORTH LINE SECTION 21

POC

NORTHEAST CORNER OF
THE NORTHWEST 1/4 OF
SECTION 21 TOWNSHIP 37
SOUTH RANGE 41 EAST

GRAPHIC SCALE



(IN FEET)

1 inch = 50 ft.

PID #213741000000002402 THE BOARD
OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA (ORB 1559, PG 2924)

TEMPORARY CONSTRUCTION EASEMENT
AREA=3,849 SQUARE FEET±

N89°13'50"W 294.61' NORTHERLY ROW LINE
(ORB 769, PG 1658) BEARING BASIS

N00°46'10"E 39.16'

S89°13'50"E 237.00'

S00°46'10"W 39.16'

N89°13'50"W 200.00'

S00°46'10"W 27.16'

N00°46'10"E 27.16'

N89°13'50"W 25.00'

N89°13'50"W 12.00'

POB

S00°31'17"W 1242.65'
EAST LINE, NW 1/4, SECTION 21

PID #213741000000000609
TITF OF THE STATE OF FLORIDA
(ORB 420, PG 20)

20'
50'

20' WIDE MARTIN COUNTY ROW
(ORB 769, PG 1658)

CR 707-A (AKA JENSEN BEACH BLVD)
100' ROW (ORB 1, PG 276)

50'

NOTE: THIS IS NOT A SURVEY. THIS SHEET IS
NOT VALID WITHOUT SHEETS 1 AND 2.

THIS MAP IS INTENDED TO BE DISPLAYED
AT A SCALE OF 1"=50' OR SMALLER.

SKETCH AND DESCRIPTION

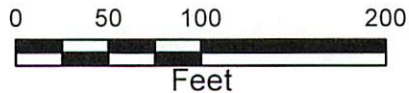
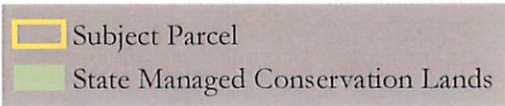
SAVANNAS PRESERVE WEIR TEMP CONST EASEMENT
MARTIN COUNTY, FLORIDA

SUPERVISED BY : BDY

DRAWN BY : JMM SCALE : 1"=50'

DATE : 10/11/2019

DRAWING # 19-103



Easement No. 33325 - Temporary Construction

Martin County, Florida