

This instrument prepared by and return to:
Carla Segura, Real Property Manager
Martin County
2401 SE Monterey Road
Stuart, FL 34996

Project Name:
Property Address:
PCN:

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

COUNTY DEED

THIS INDENTURE made this ____ day of June, 2022, between **Martin County**, a political subdivision of the State of Florida, the “Grantor”, with its principal office at 2401 SE Monterey Rd., Stuart, FL 34997-3397 and **George M. Stokus**, a single man, the “Grantee” whose address is 2401 SE Monterey Rd., Stuart, FL 34997-3397.

WITNESSETH:

WHEREAS, Grantor owns land within the Pal Mar Water Control District (“PMWCD”);
and

WHEREAS, Grantor, as a landowner within the PMWCD, is entitled to vote in the election of members of the Board of Supervisors of the PMWCD; and

WHEREAS, each landowner is entitled to one (1) vote for each acre owned within the PMWCD; and

WHEREAS, Grantor desires that Grantee, an employee of Grantor, be elected to the Board of Supervisors of the PMWCD; and

WHEREAS, pursuant to Section 298.11(1), F.S., a member of the Board of Supervisors must own land within the PMWCD and be a resident of the county or counties in which the PMWCD is located; and

WHEREAS, Grantor is conveying an ownership interest in the land as described below to Grantee to satisfy Grantee’s eligibility as a member of the Board of Supervisors of the PMWCD.

WITNESSETH, that Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, hereby grants, bargains and sells to the Grantee, an undivided twenty-five percent (25%) fee simple interest in and to the following described land, situate, lying and being in Martin County, State of Florida (hereinafter the “Premises”), to wit:

See Exhibit "A" attached hereto and made a part hereof.

This conveyance is subject to the terms, conditions, reservations, and reversionary interest as set forth below.

1. Grantor hereby reserves a perpetual conservation easement as follows:

a. Grantor reserves a perpetual conservation easement as defined in and in accordance with the provisions of Section 704.06, Florida Statutes, which are hereby incorporated herein by reference, for the purpose of retaining land or water areas in their natural, vegetative, hydrologic, scenic, open, wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. The following activities are prohibited in or on the Premises:

i. Construction or placing of temporary or permanent structures (including but not limited to structures for human habitation), improvements (including but not limited to septic systems), buildings, roads, utilities, signs, billboards, fences, docks, dikes, pilings, boathouses, piers, or water control equipment, or other structures on, above or below the ground.

ii. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials, or excavation, dredging, removal or loam, peat, gravel, soil, rock, or other substance or material.

iii. Agricultural, beef, or dairy operations, commercial operations, or business activities of any type.

iv. Removal or destruction of trees, shrubs, or other vegetation.

v. Any surface use other than passive recreation for hiking.

vi. Activities detrimental to flood control, water management, conservation, environmental restoration, water storage, erosion control, soil conservation, reclamation, fish and wildlife habitat preservation, and allied purposes, including, but not limited to, ditching, diking and fencing.

vii. Fertilization, alteration, improvement or modification of the Premises.

viii. Use by third parties except for rights of the public to use the Premises for recreational purposes as determined by the Grantor.

2. This conveyance is made solely for the purpose of Grantor obtaining representation on the Board of Supervisors of the PMWCD. Grantee's fee simple title shall automatically revert to the Grantor without any further action by Grantor or Grantee at the time that any of the following conditions occur:

- a. Grantee fails to win election as a member of the Board of Supervisors of the PMWCD,
- b. Grantee withdraws or is removed from the Board of Supervisors of the PMWCD,
- c. Grantee is ineligible to continue as a member of the Board of Supervisors of PMWCD,
- d. Grantee's employment with the Grantor is terminated or Grantee is otherwise separated from employment with the Grantor,
- e. Grantee's receives written notice from Grantor that Grantee's representation on the Board of Supervisors of PMWCD is no longer needed, which determination may be made in the sole and absolute discretion of the Grantor,
- f. Grantee's receipt of written notice from Grantor of a violation of any of the terms of this Deed.

3. To carry out the purposes of this Deed, Grantor further reserves the right to enter upon the Premises at reasonable times with any necessary equipment or vehicles to exercise the rights reserved by Grantor, including implementing a project, and to enjoin any use by Grantee inconsistent with the terms of this County Deed and to enforce the restoration of such areas or features that may be damaged by any inconsistent activity or use of the Grantee.

4. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed property delivered only 1) on the date delivered, if by personal delivery, or 2) if mailed by certified mail/return receipt request, then the date the return receipt is signed or delivery is refused or the mail is designated by the postal authorities as not deliverable, as the case may be, or 3) one day after mailing by any form of overnight mail service.

5. All the terms, covenants, provisions and restrictions herein contained run with the land and shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, personal representatives, heirs, successors, and assigns.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever of the said Grantor with respect to the undivided 25% fee simple interest, either in law or in equity, to the only use, benefit and behoof of the said Grantee, its successors and assigns forever.

[Signature page follows]

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

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

DOUG SMITH, CHAIRMAN

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

SARAH W. WOODS, COUNTY ATTORNEY

Signed, Sealed, and Delivered
in the presence of:

GRANTEE

Witness Signature

By: _____
George M. Stokus

Print Name

Witness Signature

Print Name

**STATE OF FLORIDA
COUNTY OF MARTIN**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2022, by George M. Stokus, who is ☐ personally known to me, or ☐ produced the following type of identification.

NOTARY PUBLIC SEAL

Notary Public, State of Florida

(Printed, Typed or Stamped Name of Notary Public)

Exhibit A

The Premises

[See attached]