

This instrument prepared by:
Ellen MacArthur, for
Martin County, Real Property Division
2401 SE Monterey Road Stuart,
FL 34996

Project Name: River Watch – JBI Access Easement
RPM: 4309
PCN: 4511-815-0001-010-3 (St. Lucie County)

DRAINAGE, ACCESS AND MAINTENANCE EASEMENT

THIS DRAINAGE, ACCESS AND MAINTENANCE EASEMENT (this “Easement”) is granted and executed this 22 day of APRIL, 2026, by **RIVER WATCH PROPERTY OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose mailing address is P.O. Box 6088, Jensen Beach, Florida 34957 (“Grantor”) to **MARTIN COUNTY**, a political subdivision of the State of Florida, whose address is 2401 S.E. 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:

WHEREAS, Grantor is the record fee title owner of the real property described in Exhibit “A” attached hereto and made a part hereof (the “Easement Premises”); and

WHEREAS, Grantor desires to grant a non-exclusive, revocable easement to the Grantee over the Easement Premises for the operation and maintenance of the existing outflow structures, exotic vegetation control, mosquito control, channel maintenance, maintenance of the access road, and ingress and egress, upon the terms set forth below.

NOW, THEREFORE, in consideration of the sum of \$10.00 in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Grantor hereby grants to Grantee a non-exclusive easement for drainage, access, and maintenance on, over, under, across and through the Easement Premises for the operation and maintenance of the existing outflow structures, exotic vegetation control, mosquito control, channel maintenance, maintenance of the access road, and ingress and egress across, over, and upon the Easement Premises, as may be reasonably necessary to carry out the purposes of this easement for the operation and maintenance of the Jensen Beach Mosquito Impoundment area located in Martin County and St Lucie County.

Accepted pursuant to
Resolution No. _____

2. This Easement may be terminated by either party by providing 30 days advance written notice to the other party.

3. Subject to the limitations of Section 768.28 Florida Statutes, Grantee agrees to be responsible for any damage caused to the Easement Premises by the negligent acts and omissions of Grantee in connection with this Easement. Nothing herein shall be construed as a waiver of the County's sovereign immunity afforded by the Florida Constitution or of the provisions of Section 768.28, F.S., nor as County's consent to be sued by third parties.

4. Grantee shall restore the Easement Promises to a condition reasonably similar to its condition prior to entry, reasonable wear and tear excepted, following any maintenance, repair, or construction activities.

5. Grantee shall erect and maintain a sign at the property boundary between the Easement Premises and the Grantee's adjacent property notifying the public that they are entering private property, and that this private property is not part of the Martin County nature preserve/trail.

6. As an accommodation to facilitate Grantor's access to the Easement Premises from the south, Grantee agrees to allow Grantor limited vehicular access over, across and through the Jensen Beach Mosquito Impoundment Area located immediately adjacent to the Easement Premises. Such vehicular access shall occur through a gated entrance on NE Causeway Boulevard and shall (i) be subject to prior authorization from the Martin County Environmental Resource Division ("MCERP") and (ii) be limited to activities consistent with the purposes of this Easement. Pedestrian and other non-motorized access through the Jensen Beach Mosquito Impoundment Area shall not require prior authorization from MCERP.

7. Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Easement Premises in fee simple, that Grantor has good and lawful authority to grant and convey this Easement, and that Grantor fully warrants the title to the Easement Premises and will defend the same against the lawful claims of all persons whomsoever. Grantor further warrants that there are no mortgages encumbering the Easement Premises.

8. This Easement constitutes the entire agreement between the parties regarding the subject matter hereof, and any amendment, modification or change to this Easement must be in writing and executed by the parties hereto and/or their respective successors and/or assigns.

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:

[Signature]

Witness #1 Signature

Printed Name: ZACHARY HUBBLES
Mailing Address: 2401 SE Monterey
Stuary, FL 34996

GRANTOR:

RIVER WATCH PROPERTY OWNERS
ASSOCIATION, INC.

By: [Signature]
Printed Name: D. Scott FLORENCE

[Signature]

Witness #2 Signature

Printed Name: ELLEN MacARTHUR
Mailing Address: 2401 SE MONTEREY RD
STUARY, FL 34996

STATE OF Florida
COUNTY OF Martin

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of April, 2026, by D. Scott Florence as President of River Watch Property Owners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced FL Drivers License as identification.

(NOTARY SEAL)

[Signature]

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

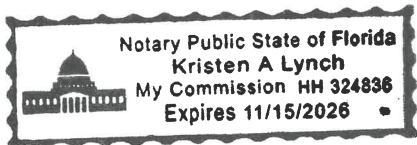


Exhibit "A"

The Easement Premises

MANGROVE AREA AS SHOWN ON RIVER WATCH, ACCORDING THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 30, PAGE 19, 19A-19C; SAID PLAT BEING A REPLAT OF BLOCK B, WINDMILL VILLAGE BY THE SEA – UNIT TWO (PLAT BOOK 16, PAGE 31, ST. LUCIE COUNTY FLORIDA, PUBLIC RECORDS) AND A SUBDIVISION OF PARTS OF GOVERNMENT LOTS 6 AND 7 IN SECTION 11, TOWNSHIP 37 SOUTH, RANGE 41 EAST, ST. LUCIE COUNTY, FLORIDA; SAID MANGROVE AREA BEING THE SOUTHERN HALF OF CONSERVATION EASEMENT IN COMMON AREA, PER PLAT DEDICATION DATED 1/1/1992, OF SAID PLAT AND AS RECORDED IN OFFICIAL RECORDS BOOK 1075, PAGE 1312, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. SAID MANGROVE AREA CONTAINING 8.225 ACRES MORE OR LESS.