

This instrument prepared by & return to:

South Florida Water Management District  
Land Acquisition Department  
3301 Gun Club Road  
West Palm Beach, Florida 33406

Tract: SFWMD Parcel AA-132

### QUITCLAIM DEED

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 2010, **between South Florida Water Management District**, a public corporation of the State of Florida, the "Grantor", with its principal office at 3301 Gun Club Road, West Palm Beach, Florida 33406-3089 and **Jayne Bergstrom**, the "Grantee" whose address is \_\_\_\_\_, Florida.

### WITNESSETH:

Whereas, Grantor owns land within the Pal Mar Water Control District ("PMWCD"); and

Whereas, the 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 vote for each acre owned within the PMWCD; and

Whereas, Grantor is the owner of the majority of the acreage within the PMWCD; and

Whereas, Grantor desires that Grantee, an employee of the Grantor, to be elected to the Board of Supervisors; 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, this requirement prevents the Grantor, a public corporation, from serving on the Board of Supervisors through an employee of the Grantor, unless the employee meets said qualifications independently; and

Whereas, the Grantee resides within a county in which the PMWCD is located but does not own land within the PMWCD; 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.

**Now Therefore**, that said Grantor, for Ten Dollars and other good and valuable consideration the receipt whereof is hereby acknowledged and accepted, by these presents does remise, release and quitclaim unto the said Grantee, its successors and assigns forever, an undivided 25% fee simple interest in the following described land, situate, lying and being in Palm Beach 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 flowage and conservation easement as follows:

a. Grantor reserves the perpetual right, power, privilege, and easement to regularly or at any time and for any length of time to raise water levels on, overflow, flood, inundate, flow water on, across, through and beneath the surface of, and submerge the Premises in connection with the operation, maintenance and implementation of any project of the Grantor, including as may authorized by existing or future Acts of Congress and/or in connection with flood control, water management, conservation, environmental restoration, water storage, water quality or reclamation, and allied purposes, that may be conducted now or in the future by the Grantor, and/or to carry out the purposes and intent of the statutory authority of the Grantor, presently existing or that may be enacted in the future, together with the continuing right to clear and remove any brush, debris, silt, spoil, vegetation and natural obstructions, and the right of the public to use the Premises for recreational purposes as determined by the Grantor.

b. Grantor further 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:

1. 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.

2. 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 of loam, peat, gravel, soil, rock, or other substance or material.

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

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

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

6. 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.

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

8. 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 Pal Mar Water Control District. 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 Quitclaim 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 properly 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.

IN WITNESS WHEREOF, the parties have executed this Quitclaim Deed.

**GRANTOR:**

(Corporate Seal)

**SOUTH FLORIDA WATER  
MANAGEMENT DISTRICT,  
BY ITS GOVERNING BOARD**

ATTEST:

By: \_\_\_\_\_  
Eric Buermann, Chairman

\_\_\_\_\_  
Jackie McGorty  
District Clerk

Form Approved By:

\_\_\_\_\_  
South Florida Water Management  
Office of Counsel

\_\_\_\_\_  
Date

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by **Eric Buermann** as Chairman and **Jacki McGorty** as District Clerk of the Governing Board of the South Florida Water Management District, a public corporation of the State of Florida, on behalf of the corporation, who are personally known to me.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print: \_\_\_\_\_  
My Commission Expires:

Signed, Sealed, and Delivered  
in the presence of:

**GRANTEE**

\_\_\_\_\_  
Witness Signature  
\_\_\_\_\_, Witness  
Print Name

By: \_\_\_\_\_  
Jayne Bergstrom

\_\_\_\_\_  
Witness Signature  
\_\_\_\_\_, Witness  
Print Name

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by **Jayne Bergstrom** who is personally known to me.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print: \_\_\_\_\_  
My Commission Expires:

**EXHIBIT A**

**Legal Description of the Premises**

**Parcel AA-132**

Being the South half of the East half of the North half of the East quarter of the West four-fifths of the Northwest quarter of the Northwest quarter of the Northwest quarter of Section 13, Township 40 South, Range 40 East, Martin County, Florida.

Containing .25 acre, more or less.

LEGAL DESCRIPTION

June 12, 2006

A handwritten signature in cursive script, appearing to read "C. J. [unclear]", is written over a rectangular box.

PALMAR\Galecke  
ORB 339, Pg 1309  
R:\Legals\palmar\qcd.lgl.doc  
June 12, 2006