

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

Project Name: Four Fish UE – IM 02 Jensen LLC  
Project No: RPM# 4276  
PCN: 26-37-41-000-000-00060-8 & 26-37-41-000-000-00330-2

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

## UTILITY EASEMENT

**THIS UTILITY EASEMENT** is granted and executed this 10<sup>th</sup> day of January, 2026, by **IM 02 JENSEN LLC**, a Delaware limited liability company, whose address is 150 SE 2<sup>nd</sup> Avenue, Suite 800, Miami, FL 33131 and **IM 02 JENSEN RESI LLC**, a Delaware limited liability company, whose address is 150 SE 2<sup>nd</sup> Avenue, Suite 800, Miami, FL 33131 (together, "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**, that the Grantor, for and in consideration of the sum of \$1.00 and other good and valuable considerations, in hand paid by the Grantee, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant unto the Grantee forever, an easement for the construction, reconstruction, replacement, operation, maintenance, and repair of utility-related equipment, including, but not limited to, gravity mains, gravity main connections, pumps, pipelines, hydrants, fences, structures, and powerline hookups, if required, and for ingress and egress in, under, over, across, and through the following described land, situate, lying and being in the County of Martin, State of Florida, to-wit (the "Easement Premises"):

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

The Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said land in fee simple; that Grantor has good and lawful authority to grant and convey this easement; that Grantor fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever.

Grantee, its contractors, agents and employees shall have free access to the Easement Premises and every part thereof, at all times, for the purpose of exercising the rights granted herein; provided however in making any excavations on the Easement Premises, Grantee shall make the same in such manner as will cause the least injury to the surface of the ground and restore any improvements within such excavation to as near the same condition as it was prior to such excavation as soon as is practicable. The Grantor agrees that it will not alter or obstruct or allow the alteration or obstruction of the Easement Premises in any way without the express written consent of the Grantee.

Accepted pursuant to  
Resolution No. \_\_\_\_\_

Grantor further warrants that there are no mortgages encumbering the Easement Premises except for that certain Mortgage, Security Agreement and Fixture Filing in favor of Amerant Bank, N.A., a national banking association (Mortgagee), dated September 15, 2022, recorded September 16, 2022, in Official Records Book 3336, Page 1000; together with Assignment of Leases and Rents dated September 15, 2022 recorded September 16, 2022 in Official Records Book 3336, Page 1031; and Modification of Mortgage and other Loan Documents, Spreader Agreement and Notice of Future Advance dated November 19, 2024, recorded November 19, 2024 in Official Records Book 3469, Page 740, all in Martin County, Florida, Public Records; and

Purchase Money Mortgage in favor of AA Marina, LLLP, a Florida limited liability limited partnership (Mortgagee), dated September 15, 2022, recorded September 16, 2022, in Official Records Book 3336, Page 942; together with Mortgage Extension Agreement dated May 29, 2024, recorded June 5, 2024 in Official Records Book 3440, Page 2272; Mortgage Spreader Agreement dated December 19, 2024, recorded January 6, 2025 in Official Records Book 3476, Page 2735; Second Mortgage Extension Agreement dated August 20, 2025, recorded August 28, 2025 in Official Records Book 3518, Page 896; and Third Mortgage Modification and Extension Agreement dated October 28, 2025, recorded October 29, 2025 in Official Records Book 3529, Page 2685, all in Martin County, Florida, Public Records.

(THIS SPACE HAS BEEN LEFT INTENTIONALLY LEFT BLANK)

**SIGNATURE PAGE TO FOLLOW**

**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:**

**IM 02 JENSEN LLC**, a Delaware limited liability company

[Signature]  
Witness #1 Signature  
Printed Name: JACK MCCONNELL  
Mailing Address: 150 SE 2ND AVE,  
MIAMI, FL 33131

By: Integra Marinas Ventures LLC, a Delaware limited liability company, it's Sole Member

[Signature]  
Witness #2 Signature  
Printed Name: CONNOR POTTS  
Mailing Address: 150 SE 2ND AVE STE 800  
MIAMI, FL 33131

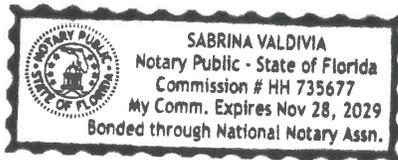
By: Integra Marinas, LLC, a Florida limited liability company, its Manager

[Signature]  
By: [Signature]  
Printed Name: VICTOR BALLESTAS  
Title: Manager

STATE OF Florida  
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me (✓) by means of physical presence or ( ) online notarization this 10<sup>th</sup> day of February, 2026, by Victor Ballestas, as Manager of Integra Marinas, LLC, a Florida limited liability company, in its capacity as Manager of Integra Marinas Ventures LLC, a Delaware limited liability company, in its capacity as Sole Member of **IM 02 JENSEN LLC**, a Delaware limited liability company, on behalf of the company who is (✓) personally known to me or ( ) has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



Sabrina Valdivia  
Print Name: Sabrina Valdivia  
Notary Public, State of Florida  
My Commission Expires: 11/28/29

**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:**

**IM 02 JENSEN RESI LLC**, a Delaware limited liability company

*Jack McConnell*  
Witness #1 Signature  
Printed Name: JACK MCKENNEL  
Mailing Address: 150 SE 2nd Ave,  
Miami FL 33131

By: Integra Marinas Ventures LLC, a Delaware limited liability company, it's Sole Member

*Connor Potts*  
Witness #2 Signature  
Printed Name: Connor Potts  
Mailing Address: 150 SE 2ND AVE STE 800  
MIAMI, FL 33131

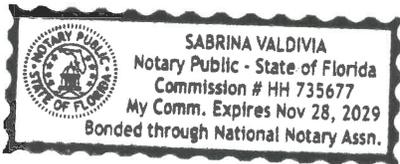
By: Integra Marinas, LLC, a Florida limited liability company, its Manager

By: *Victor Ballester*  
Printed Name: Victor Ballester  
Title: Manager

STATE OF Florida  
COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me (✓) by means of physical presence or ( ) online notarization this 10<sup>th</sup> day of February, 2026, by Victor Ballester, as Manager of Integra Marinas, LLC, a Florida limited liability company, in its capacity as Manager of Integra Marinas Ventures LLC, a Delaware limited liability company, in its capacity as Sole Member of **IM 02 JENSEN RESI LLC**, a Delaware limited liability company, on behalf of the company who is (✓) personally known to me or ( ) has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



*Sabrina Valdivia*  
Print Name: Sabrina Valdivia  
Notary Public, State of Florida  
My Commission Expires: 11/28/29

Project Name: Four Fish UE – IM 02 Jensen LLC  
Project Number: RPM #4276  
PCN: 26-37-41-000-000-00060-8

### **CONSENT OF MORTGAGEE**

**AMERANT BANK, N.A.**, a national banking association, whose address is 220 Alhambra Circle, Coral Gables, FL 33134 (hereinafter referred to as "Mortgagee"), under that certain indenture of Mortgage, Security Agreement and Fixture Filing dated September 15, 2022, recorded September 16, 2022 in Official Records Book 3336, Page 1000; together with Assignment of Leases and Rents dated September 15, 2022, recorded September 16, 2022 in Official Records Book 3336, Page 1031; and Modification of Mortgage and other Loan Documents, Spreader Agreement and Notice of Future Advance dated November 19, 2024, recorded November 19, 2024 in Official Records Book 3469, Page 740, all in Martin County, Florida, Public Records (hereinafter referred to as the "Mortgage"), hereby executes this document to evidence its consent to the granting and recording of that certain Easement to which this Consent of Mortgagee is attached and which is being recorded simultaneously herewith (hereinafter referred to as the "Easement"), further Mortgagee agrees that the Easement shall be an interest, superior to the Mortgage and in the property to which the Mortgage encumbers. This consent is given on the express condition that it shall in no way affect the lien of the Mortgage on the property described in the Mortgage but shall only be construed as a Subordination to the Easement.

This consent by Mortgagee is not intended to be and shall not be construed to be a waiver by Mortgagee of the maturity date of the principal, accrued interest or other amounts due under the terms of the note, mortgage or other loan documents, even though this consent may be executed subsequent to any maturity date or any other term or condition of the note, mortgage or other loan documents. This consent is not and shall not be construed to be an agreement or consent to a subordination of the lien of the Mortgage by Mortgagee to any other easements now existing or that may exist or arise in the future.

**SIGNATURE PAGE TO FOLLOW**

**SIGNATURE PAGE TO CONSENT OF MORTGAGEE**

Signed, sealed, and delivered in the presence of:

**WITNESSES:**

[Signature]  
Witness #1 Signature  
Printed Name: FRANCISCO GAMBIN  
Mailing Address: 220 ALHAMBRA CIRCLE  
CONAL GABRES, FL 33134

[Signature]  
Witness #2 Signature  
Printed Name: Victoria Balu  
Mailing Address: 220 Alhambra  
circle, Conal Gabres FL 33134

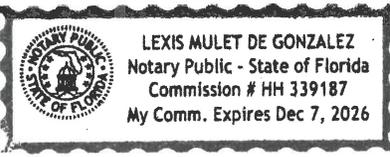
**AMERANT BANK, N.A.**, a national banking association

By: [Signature]  
Printed Name: CARLOS A. MOORE  
Title: SVP

STATE OF Florida }  
COUNTY OF Miami Dade }

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 11 day of Feb, 2020, by Carlos Moore, as the SVP of **AMERANT BANK, N.A.**, a national banking association, on behalf of said entity, who  is personally known to me or  has produced USFIDuc as identification.

(NOTARY SEAL)



[Signature]  
Print Name: Lexis Mulet de Gonzalez  
Notary Public, State of FL  
My Commission Expires: Dec 7 2026

Project Name: Four Fish UE – IM 02 Jensen LLC  
Project Number: RPM #4276  
PCN: 26-37-41-000-000-00330-2

### **CONSENT OF MORTGAGEE**

**AA MARINA, LLLP**, a Florida limited liability limited partnership, whose address is 515 N Flagler Drive, Suite 1500, West Palm Beach, FL 33401 (hereinafter referred to as "Mortgagee"), under that certain indenture of Purchase Money Mortgage dated September 15, 2022, recorded September 16, 2022 in Official Records Book 3336, Page 942; together with Mortgage Extension Agreement dated May 29, 2024, recorded June 5, 2024 in Official Records Book 3440, Page 2272; Mortgage Spreader Agreement dated December 19, 2024, recorded January 6, 2025 in Official Records Book 3476, Page 2735; Second Mortgage Extension Agreement dated August 20, 2025, recorded August 28, 2025 in Official Records Book 3518, Page 896; and Third Mortgage Modification and Extension Agreement dated October 28, 2025, recorded October 29, 2025 in Official Records Book 3529, Page 2685, all in Martin County, Florida, Public Records (hereinafter referred to as the "Mortgage"), hereby executes this document to evidence its consent to the granting and recording of that certain Easement to which this Consent of Mortgagee is attached and which is being recorded simultaneously herewith (hereinafter referred to as the "Easement"), further Mortgagee agrees that the Easement shall be an interest, superior to the Mortgage and in the property to which the Mortgage encumbers. This consent is given on the express condition that it shall in no way affect the lien of the Mortgage on the property described in the Mortgage but shall only be construed as a Subordination to the Easement.

This consent by Mortgagee is not intended to be and shall not be construed to be a waiver by Mortgagee of the maturity date of the principal, accrued interest or other amounts due under the terms of the note, mortgage or other loan documents, even though this consent may be executed subsequent to any maturity date or any other term or condition of the note, mortgage or other loan documents. This consent is not and shall not be construed to be an agreement or consent to a subordination of the lien of the Mortgage by Mortgagee to any other easements now existing or that may exist or arise in the future.

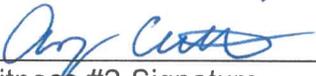
**SIGNATURE PAGE TO FOLLOW**

**SIGNATURE PAGE TO CONSENT OF MORTGAGEE**

Signed, sealed, and delivered in the presence of:

**WITNESSES:**

  
Witness #1 Signature  
Printed Name: ALEX MUXO  
Mailing Address: 515 N. Flagler Dr.  
West Palm Beach, FL 33401

  
Witness #2 Signature  
Printed Name: Amy Cutter  
Mailing Address: 515 N. Flagler Dr.  
West Palm Beach, FL 33401

**AA MARINA, LLLP**, a Florida limited liability partnership

By: H. Marina Properties, LLC, a Florida limited liability company, its General Partner

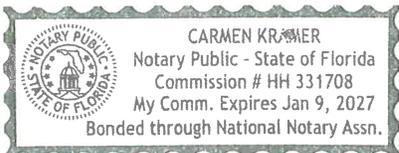
By: Huizenga Holdings, Inc., a Florida corporation, its Manager

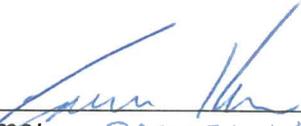
  
By: \_\_\_\_\_  
Printed Name: CRIS V BRANDEN  
Title: VICE PRESIDENT

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 16<sup>th</sup> day of FEBRUARY, 2026, by CRIS V BRANDEN, as VICE PRESIDENT of Huizenga Holdings, Inc., a Florida corporation, in its capacity as Manager of H. Marina Properties, LLC, a Florida limited liability company, in its capacity as General Partner of **AA MARINA, LLLP**, a Florida limited liability limited partnership, on behalf of the company, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

(NOTARY SEAL)



  
Print Name: CARMEN KRAMER  
Notary Public, State of FLORIDA  
My Commission Expires: JAN 9<sup>th</sup>, 2027

# SKETCH AND DESCRIPTION

UTILITY EASEMENT, LYING IN SECTION 26, TOWNSHIP 37  
SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA

# EXHIBIT A

# SHEET 1 OF 2

### EASEMENT LEGAL DESCRIPTION:

AN EASEMENT FOR UTILITY PURPOSES LYING AND BEING IN A PARCEL OF LAND AS RECORDED IN O.R. BOOK 3336, PAGE 992 AND O.R. BOOK 3336, PAGE 865 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA AND LYING IN FRACTIONAL SECTION 26, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF LOT 3, RACEY'S SUBDIVISION OF GOVERNMENT LOT 1, RECORDED IN DEED BOOK "V", PAGE 700 AND THE EASTERLY RIGHT OF WAY LINE OF N.E. INDIAN RIVER DRIVE;

THENCE SOUTH 22°46'25" EAST ALONG THE EASTERLY RIGHT OF WAY LINE OF N.E. INDIAN RIVER DRIVE, A DISTANCE 830.91 FEET TO THE POINT OF BEGINNING OF SAID UTILITY EASEMENT; THENCE THE FOLLOWING COURSE AND DISTANCES DESCRIBING THE BOUNDARY OF SAID UTILITY EASEMENT:

- L1) THENCE NORTH 71°52'55" EAST, A DISTANCE OF 32.42 FEET;
- L2) THENCE NORTH 61°48'49" EAST, A DISTANCE OF 9.04 FEET;
- L3) THENCE SOUTH 28°11'11" EAST, A DISTANCE OF 10.00 FEET;
- L4) THENCE SOUTH 61°48'49" WEST, A DISTANCE OF 11.99 FEET;
- L5) THENCE SOUTH 25°02'24" EAST, A DISTANCE OF 39.86 FEET;
- L6) THENCE NORTH 64°04'46" EAST, A DISTANCE OF 14.05 FEET;
- L7) THENCE SOUTH 25°54'12" EAST, A DISTANCE OF 10.00 FEET;
- L8) THENCE SOUTH 64°04'46" WEST, A DISTANCE OF 25.15 FEET;
- L9) THENCE NORTH 25°54'12" WEST, A DISTANCE OF 10.00 FEET;
- L10) THENCE NORTH 64°04'46" EAST, A DISTANCE OF 1.09 FEET;
- L11) THENCE NORTH 25°02'24" WEST, A DISTANCE OF 41.59 FEET;
- L12) THENCE SOUTH 71°52'55" WEST, A DISTANCE OF 20.34 FEET TO A POINT ON THE EASTERLY RIGHT OF WAY LINE OF N.E. INDIAN RIVER DRIVE;
- L13) THENCE NORTH 22°46'25" WEST ALONG SAID EASTERLY RIGHT OF WAY LINE, A DISTANCE OF 10.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,080 SQUARE FEET, (0.02 ACRES), MORE OR LESS

### CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH AND DESCRIPTION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION. I FURTHER CERTIFY THAT THIS SKETCH AND DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

### CHRISTIAN FENEX AND ASSOCIATES, LLC

PROFESSIONAL SURVEYING AND MAPPING  
ENVIRONMENTAL CONSULTING  
1263 SW THELMA ST., PALM CITY, FLORIDA  
P.O. BOX 2533, PALM CITY, FL 34991  
PH.(772)283-2977 EMAIL SURVEYSBYFENEX@GMAIL.COM  
LICENSED BUSINESS # 6858

### BEARING NOTES:

BEARINGS SHOWN HEREON ARE REFERENCED TO THE EASTERLY RIGHT OF WAY LINE OF NE INDIAN RIVER DRIVE, AND ALL OTHERS ARE RELATIVE THERETO

### SURVEYOR'S NOTES:

- 1. THIS IS NOT A BOUNDARY SURVEY
- 2. THIS SKETCH AND DESCRIPTION IS PREPARED FOR UTILITY PURPOSES.
- 3. NO FIELD WORK PERFORMED.

### PARCEL ID:

26-37-41-000-000-00060-8  
26-37-41-000-000-00330-2

### PARCEL ADDRESS:

2175 & 2105 NE INDIAN RIVER DRIVE,  
MARTIN COUNTY, FLORIDA

### LEGEND:

PB=PLAT BOOK; ORB=OFFICIAL RECORDS BOOK; PG=PAGE; SQ.FT.=SQUARE FEET; ± = PLUS OR MINUS; (M)=MEASURED; (D)=DEED  
FDOT=FLORIDA DEPARTMENT OF TRANSPORTATION ; R/W= RIGHT-OF-WAY; CL = CENTERLINE

CHRISTIAN FENEX, STATE OF FLORIDA,  
PROFESSIONAL SURVEYOR AND MAPPER,  
LICENSE NO. 5102

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY CHRISTIAN FENEX, PSM ON THE DATE 02/16/2026.

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ELECTRONIC



Date:

2026.02.16

07:26:46 -05'00'

CHRISTIAN FENEX

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

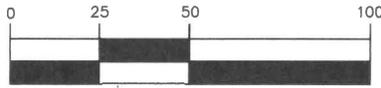
DRAWING DATE	PROJECT
02/16/2026	224137

# SKETCH AND DESCRIPTION

EXHIBIT A

UTILITY EASEMENT, LYING IN SECTION 26, TOWNSHIP 37  
SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA

SHEET  
2 OF 2



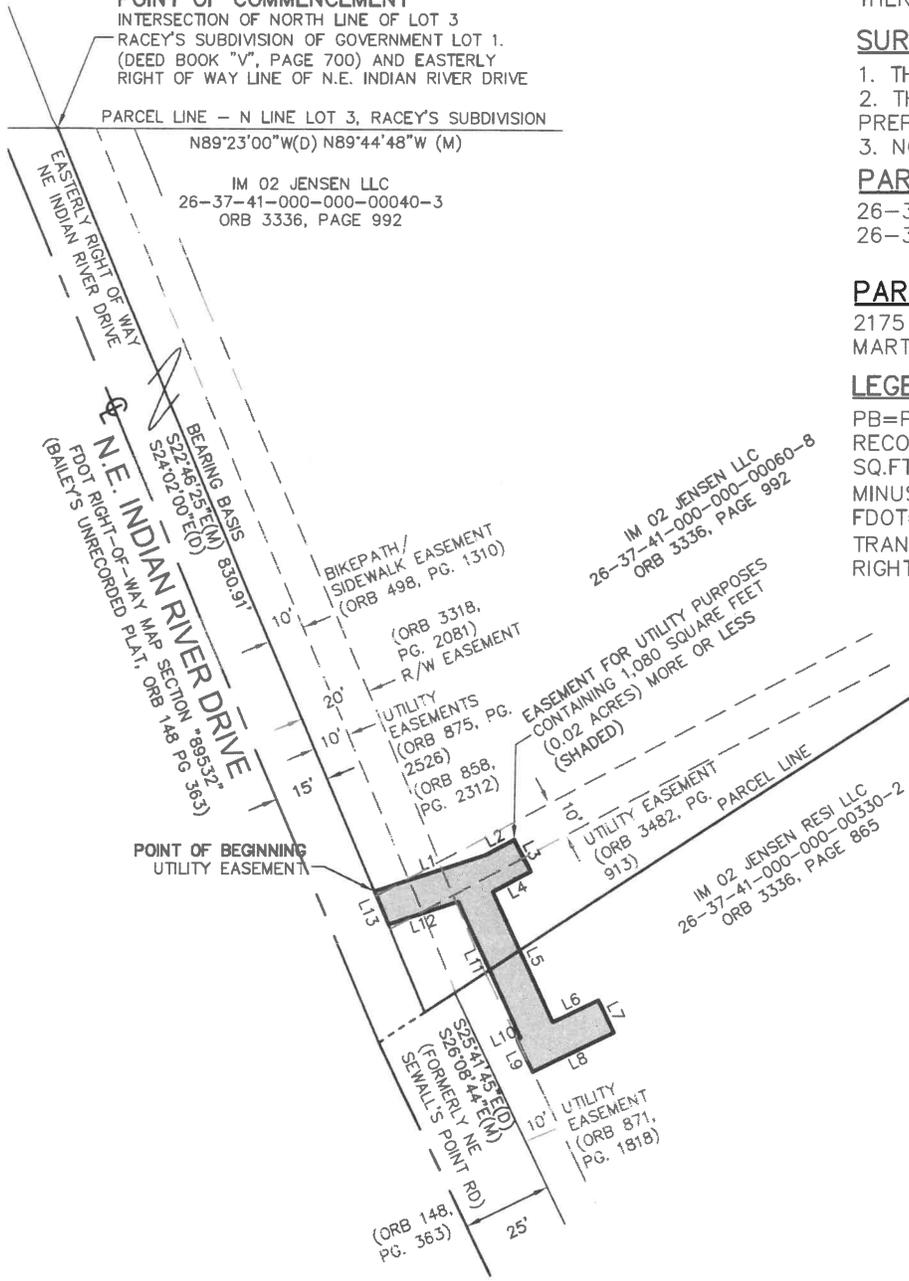
SCALE  
1" = 50'

**POINT OF COMMENCEMENT**

INTERSECTION OF NORTH LINE OF LOT 3  
RACEY'S SUBDIVISION OF GOVERNMENT LOT 1.  
(DEED BOOK "V", PAGE 700) AND EASTERLY  
RIGHT OF WAY LINE OF N.E. INDIAN RIVER DRIVE

PARCEL LINE - N LINE LOT 3, RACEY'S SUBDIVISION  
N89°23'00"W(D) N89°44'48"W (M)

IM 02 JENSEN LLC  
26-37-41-000-000-00040-3  
ORB 3336, PAGE 992



**BEARING NOTES:**

BEARINGS SHOWN HEREON ARE REFERENCED TO THE EASTERLY RIGHT OF WAY LINE OF NE INDIAN RIVER DRIVE, AND ALL OTHERS ARE RELATIVE THERETO

**SURVEYOR'S NOTES:**

1. THIS IS NOT A BOUNDARY SURVEY
2. THIS SKETCH AND DESCRIPTION IS PREPARED FOR UTILITY PURPOSES.
3. NO FIELD WORK PERFORMED.

**PARCEL ID:**

26-37-41-000-000-00060-8  
26-37-41-000-000-00330-2

**PARCEL ADDRESS:**

2175 & 2105 NE INDIAN RIVER DRIVE,  
MARTIN COUNTY, FLORIDA

**LEGEND:**

PB=PLAT BOOK; ORB=OFFICIAL RECORDS BOOK; PG=PAGE; SQ.FT.=SQUARE FEET; ± = PLUS OR MINUS; (M)=MEASURED; (D)=DEED FDOT=FLORIDA DEPARTMENT OF TRANSPORTATION ; R/W= RIGHT-OF-WAY; C = CENTERLINE

LINE TABLE		
LINE	LENGTH	BEARING
L1	32.42'	N71°52'55"E
L2	9.04'	N61°48'49"E
L3	10.00'	S28°11'11"E
L4	11.99'	S61°48'49"W
L5	39.86'	S25°02'24"E
L6	14.05'	N64°04'46"E
L7	10.00'	S25°54'12"E
L8	25.15'	S64°04'46"W
L9	10.00'	N25°54'12"W
L10	1.09'	N64°04'46"E
L11	41.59'	N25°02'24"W
L12	20.34'	S71°52'55"W
L13	10.03'	N22°46'25"W

CHRISTIAN FENEX AND ASSOCIATES, LLC

PROFESSIONAL SURVEYING AND MAPPING  
ENVIRONMENTAL CONSULTING

1263 SW THELMA ST., PALM CITY, FLORIDA

P.O. BOX 2533, PALM CITY, FL 34991

PH.(772)283-2977 EMAIL SURVEYSBYFENEX@GMAIL.COM

LICENSED BUSINESS # 6858

DRAWING DATE	PROJECT
02/16/2026	224137