

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

Project Name: Rio Marine Village West & East
Project #: RP #4021 & 4022
PCN: 27-37-41-025-001-00000-8

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

NON-EXCLUSIVE FLOW-THROUGH DRAINAGE AND ACCESS EASEMENT

THIS NON-EXCLUSIVE FLOW-THROUGH DRAINAGE AND ACCESS EASEMENT granted and executed this 24 day of September, 2025, by **RIO SOUTH DIXIE LLC**, a Florida limited liability company, whose address is 601 Heritage Drive 227, Jupiter, Florida 33455, 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 \$10.00 in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the Grantee forever, a perpetual non-exclusive flow-through drainage and access easement on, over, under, across and through the land described and depicted on Exhibit "A" (shown as Exhibit "B" on the Description Sketch) attached hereto and made a part hereof (the "Easement Premises") to ensure the free flow of water for general public drainage purposes, over, through and under the Easement Premises, and for construction, installation and use of a surface and sub-surface drainage system, and the repair, maintenance, replacement thereof, and for ingress and egress across, over, and upon the Easement Premises as may be reasonably necessary, to carry out the purposes of this easement.

It shall be the obligation of the Grantor, and its successors and assigns, to construct, install, repair, maintain and replace the drainage system within the Easement Premises. 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. In the event that the free flow of water through the Easement Premises into the public drainage system is disrupted or prevented, the Grantee shall have the right, but not the obligation, of reasonable access to, and entry upon the Easement Premises and adjacent lands for the purpose of ensuring the free flow of water for general public drainage purposes.

Accepted Pursuant to Resolution _____
On _____

Grantee shall provide thirty (30) day prior written notice to the Grantor of Grantee's intention to exercise its rights. However, in order to perform flow-through drainage maintenance in a drainage-related emergency which poses an immediate threat to the public health, safety and welfare, the Grantee is required only to attempt to provide reasonable notice to the Grantor.

Within ten (10) days of the performance of flow-through drainage maintenance or construction by the Grantee, the Grantor shall pay the Grantee the amount of all costs (including administrative costs) thereby incurred, and the amount of such costs will constitute an equitable or special assessment lien, as determined by the Grantee, on Grantor's property, including the Easement Premises, and the lien may be enforced in accordance with applicable law

Grantor hereby covenants with 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, and that Grantor fully warrants the title to said land, and will defend the same against the lawful claims of all persons whomsoever. The Grantor agrees that it will not alter or obstruct or allow the alteration or obstruction of Easement Premises in any way without the express written consent of the Grantee.

Grantor further warrants that there are no mortgages encumbering the Easement Premises.

[Signatures appear on the following page]

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

WITNESSES:

[Signature]
Witness #1 Signature

Printed Name: Franck Sautha

Witness Address: 601 Heritage Dr. #227

Jupiter, FL 33458

RIO SOUTH DIXIE, LLC,
a Florida limited liability company

By: FLF - CROSSROADS RIO B MEMBER LLC
a Florida limited liability company, its Manager

By: [Signature]

Name: Josh Simon

Its: Manager

[Signature]
Witness #2 Signature

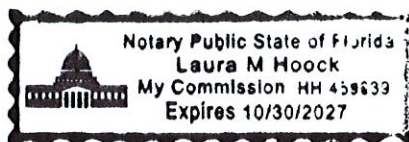
Printed Name: Betty Norckauer

Witness Address: ~~601~~ 601 Heritage Dr

Suite 227 Jupiter FL 33458

STATE OF Florida
COUNTY OF Palm Beach

The foregoing instrument was signed, delivered, and acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24 day of September, 2025, by RIO SOUTH DIXIE LLC, a Florida limited liability company by Josh Simon, who is the Manager, on behalf of the company. He/she ☒ is personally known to me or ☐ has produced a as identification.



[Signature]

Notary Public, State of Florida

Print Name: Laura M Hoock

My Commission Expires: 10/30/2027

Exhibit "B"

FOR PUBLIC FLOW-THROUGH DRAINAGE EASEMENT

Description Sketch (Not A Survey)

DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, THENCE SOUTH 89°51'37" WEST ALONG THE NORTH LINE OF SAID SECTION 33, ALSO BEING THE CENTERLINE OF NE DIXIE HIGHWAY (FKA STATE ROAD 707) ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION MAINTENANCE MAP, AS RECORDED IN PLAT BOOK 16, PAGES 89 THROUGH 100, INCLUSIVE, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, A DISTANCE OF 475.04 FEET; THENCE SOUTH 00°08'23" EAST, DEPARTING SAID NORTH LINE AND CENTERLINE, A DISTANCE OF 30.00 FEET TO THE NORTHWEST CORNER OF LOT 9, BLOCK 14, RIO ST. LUCIE TERRACE, AS RECORDED IN PLAT BOOK 1, PAGE 14B, OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, THENCE SOUTH 03°54'23" EAST ALONG THE WEST BOUNDARY LINE OF SAID RIO ST. LUCIE TERRACE PLAT, A DISTANCE OF 725.13 FEET TO THE **POINT OF BEGINNING 1**, THENCE SOUTH 03°54'23" EAST, A DISTANCE OF 15.03 FEET TO **REFERENCE POINT "A"**, THENCE SOUTH 89°40'04" WEST, A DISTANCE OF 22.28 FEET, THENCE SOUTH 89°47'37" WEST, A DISTANCE OF 64.30 FEET, THENCE NORTH 88°20'47" WEST, A DISTANCE OF 46.21 FEET, THENCE SOUTH 89°47'37" WEST, A DISTANCE OF 23.95 FEET, THENCE NORTH 03°36'14" WEST, A DISTANCE OF 15.03 FEET, THENCE NORTH 89°47'37" EAST, A DISTANCE OF 25.08 FEET, THENCE SOUTH 88°20'47" EAST, A DISTANCE OF 46.21 FEET, THENCE NORTH 89°47'37" EAST, A DISTANCE OF 64.04 FEET, THENCE NORTH 89°40'04" EAST, A DISTANCE OF 21.33 FEET TO THE **POINT OF BEGINNING 1**.

TOGETHER WITH:

A PARCEL OF LAND LYING IN SECTION 33 AND 34, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT **REFERENCE POINT "A"**, THENCE SOUTH 03°54'23" EAST, A DISTANCE OF 12.50 FEET, THENCE NORTH 89°45'22" EAST, A DISTANCE OF 228.85 FEET, THENCE NORTH 0°11'47" WEST, A DISTANCE OF 10.35 FEET TO THE **POINT OF BEGINNING 2**, THENCE NORTH 00°11'47" WEST, A DISTANCE OF 15.34 FEET, THENCE SOUTH 78°10'59" EAST, A DISTANCE OF 113.31 FEET, THENCE SOUTH 78°10'59" EAST, A DISTANCE OF 69.79 FEET, THENCE SOUTH 81°23'11" EAST, A DISTANCE OF 85.77 FEET, THENCE SOUTH 05°50'49" WEST, A DISTANCE OF 42.71 FEET, THENCE NORTH 84°08'38" WEST, A DISTANCE OF 15.00 FEET, THENCE NORTH 05°50'49" EAST, A DISTANCE OF 28.42 FEET, THENCE NORTH 81°23'11" WEST, A DISTANCE OF 71.89 FEET, THENCE NORTH 78°10'59" WEST, A DISTANCE OF 70.21 FEET, THENCE NORTH 78°10'59" WEST, A DISTANCE OF 110.12 FEET TO THE **POINT OF BEGINNING 2**.

TOTAL CONTAINING 6,792 SQUARE FEET OR 0.16 ACRES, MORE OR LESS.

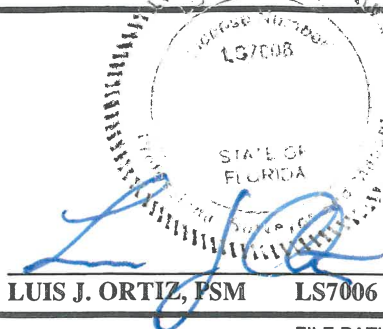
NOTE:

THIS SHEET: DESCRIPTION

SEE SHEET 2 FOR NOTES

SEE SHEET 3-5 FOR EASEMENT DETAIL

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



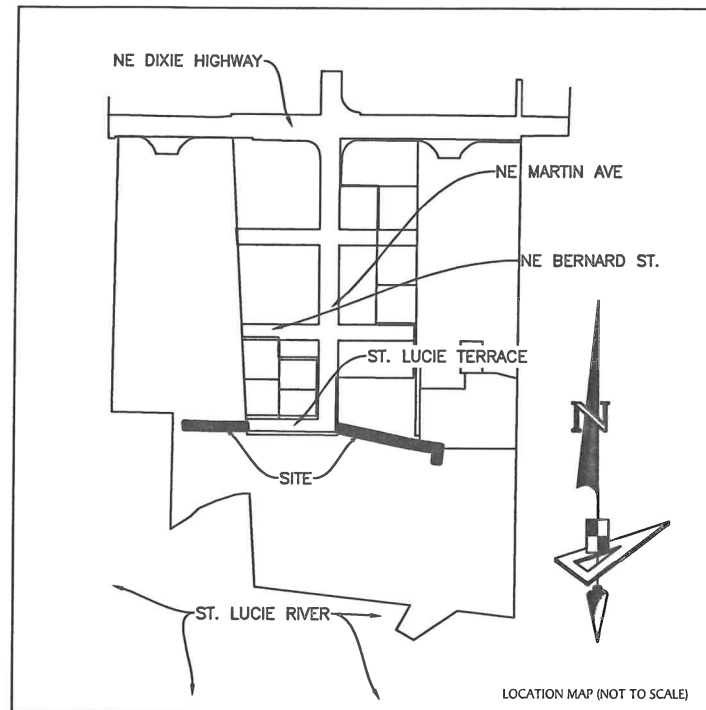
JOB #: Rio South Drainage Easement			
DRAWN: MJK		DATE: 10/02/24	CHECKED: LJO
Prepared For: RIO MARINE VILLAGE			
REVISIONS			
#	DESCRIPTION	DATE	DRAWN
1	REVISE PER COMMENTS	02/17/25	LJO
2	REVISE PER COMMENTS	06/26/25	LJO
3	REVISE PER COMMENTS	08/05/25	GAR
4	LOCATION MAP	08/06/25	GAR
5	REVISE PER COMMENTS	08/22/25	AMT

East Florida
4152 West Blue Heron Boulevard
Suite 105
Riviera Beach, Florida 33404
Phone: (561) 444-2720
www.geopointsurvey.com
Licensed Business No.: LB 7768

GeoPoint
Surveying, Inc.

Exhibit "B"

FOR PUBLIC FLOW-THROUGH DRAINAGE EASEMENT Description Sketch (Not A Survey)



LEGEND

<i>P.B.</i>	-----	<i>Plat Book</i>
<i>PG.</i>	-----	<i>Page</i>
<i>P.O.C.</i>	-----	<i>Point of Commencement</i>
<i>P.O.B.</i>	-----	<i>Point of Beginning</i>
<i>O.R.B.</i>	-----	<i>Official Records Book</i>
<i>R/W</i>	-----	<i>Right-of-Way</i>
<i>FKA</i>	-----	<i>Formerly Known As</i>
<i>S.R.</i>	-----	<i>State Road</i>
<i>R.P.</i>	-----	<i>Reference Point</i>
<i>CL</i>	-----	<i>Centerline</i>
<i>PCN</i>	-----	<i>Parcel Control Number</i>

SURVEYOR'S NOTES:

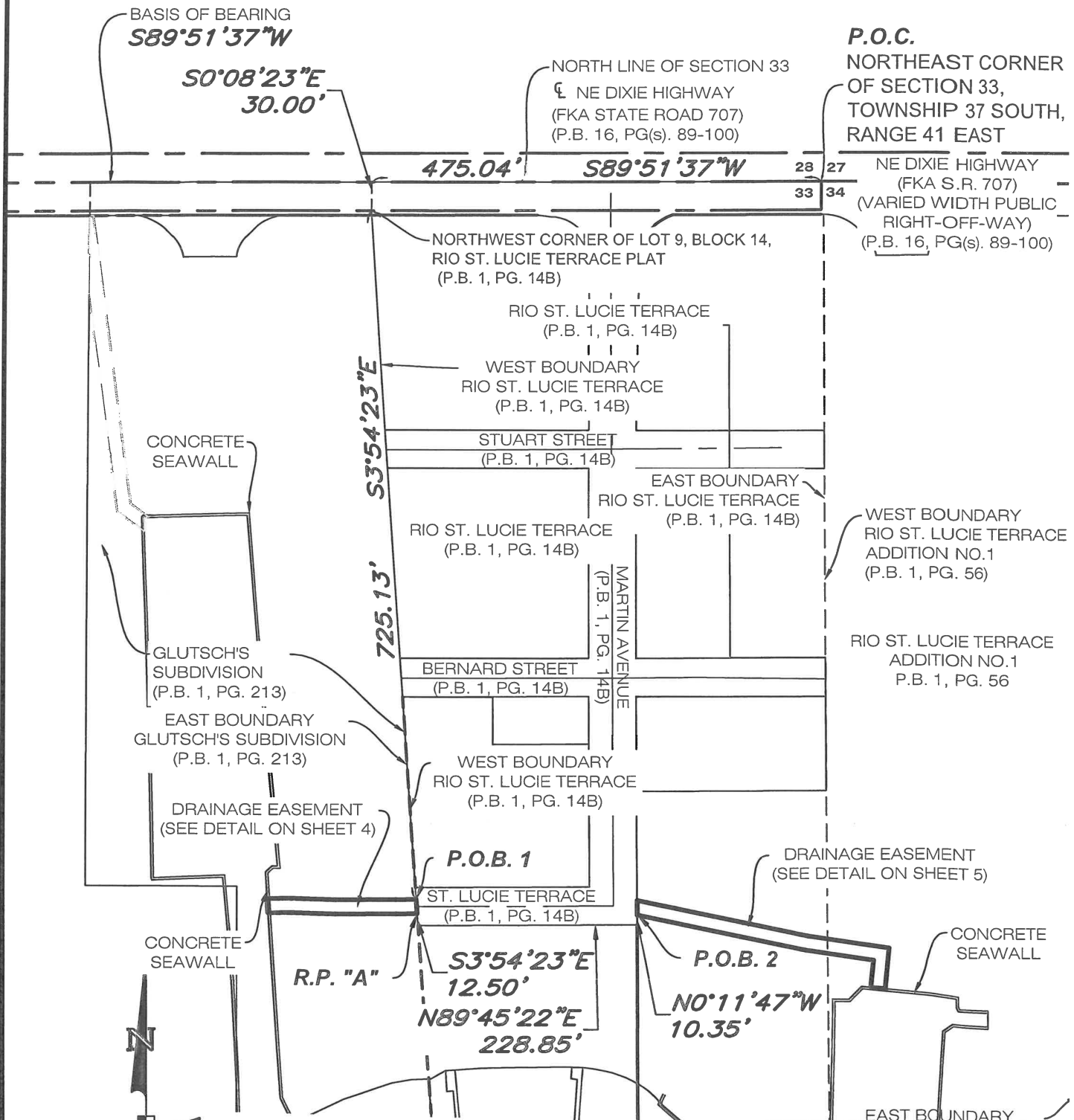
1. BEARINGS SHOWN ARE BASED ON THE NORTH LINE OF SECTION 33, TOWNSHIP 37 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, WHICH BEARS SOUTH 89°51'37" WEST. ALL BEARINGS BEING RELATIVE THERETO.
2. THIS SKETCH & DESCRIPTION IS INTENDED TO BE DISPLAYED AT 1" = 40' OR SMALLER.
3. ALL DIMENSIONS, UNLESS OTHERWISE NOTED, ARE GRID DIMENSIONS.

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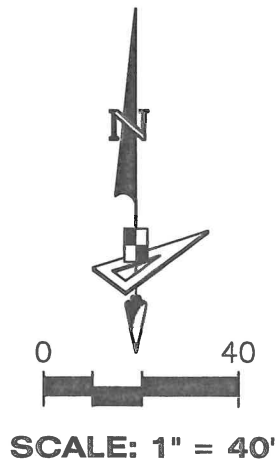
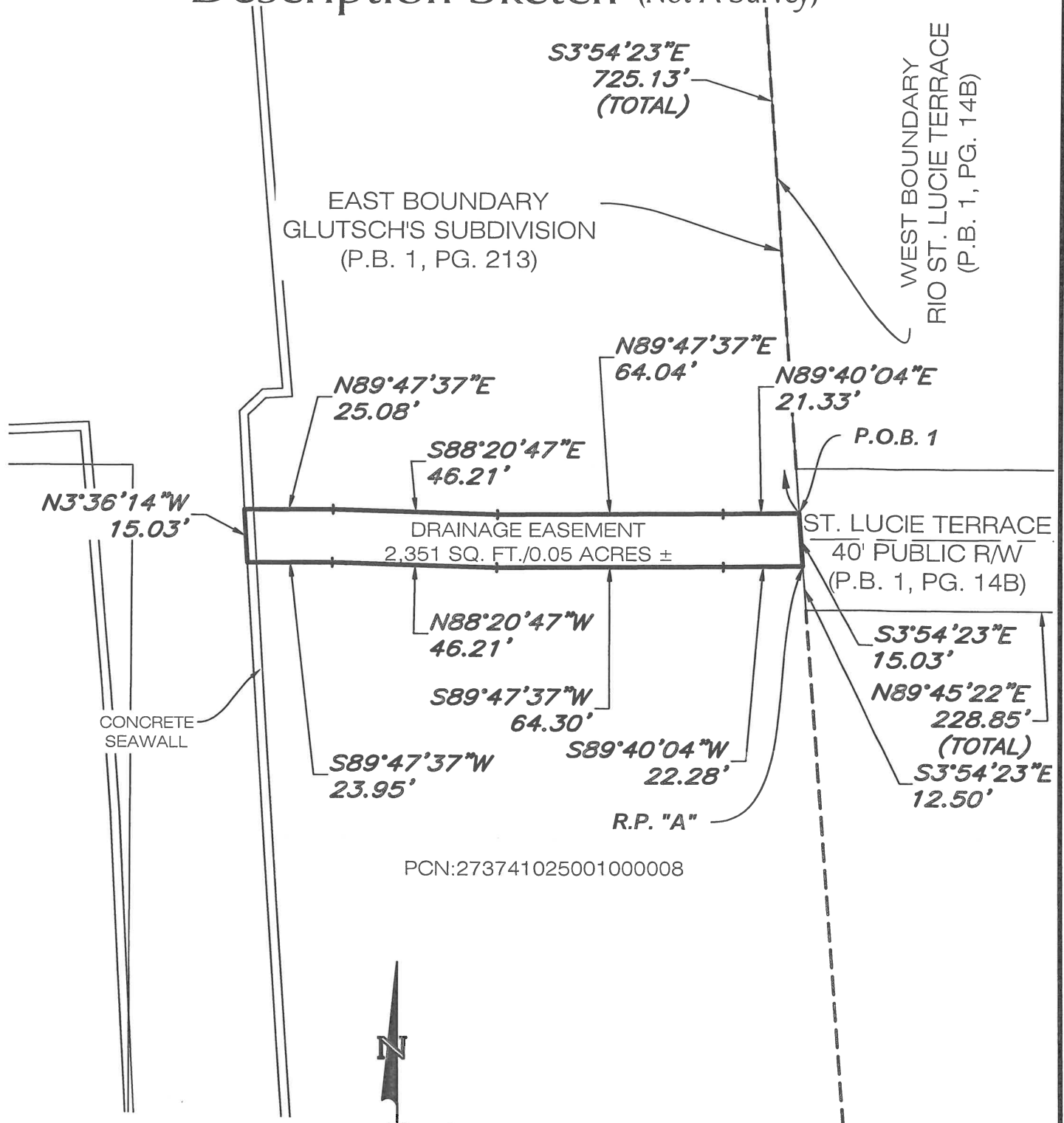
SCALE: 1" = 150'

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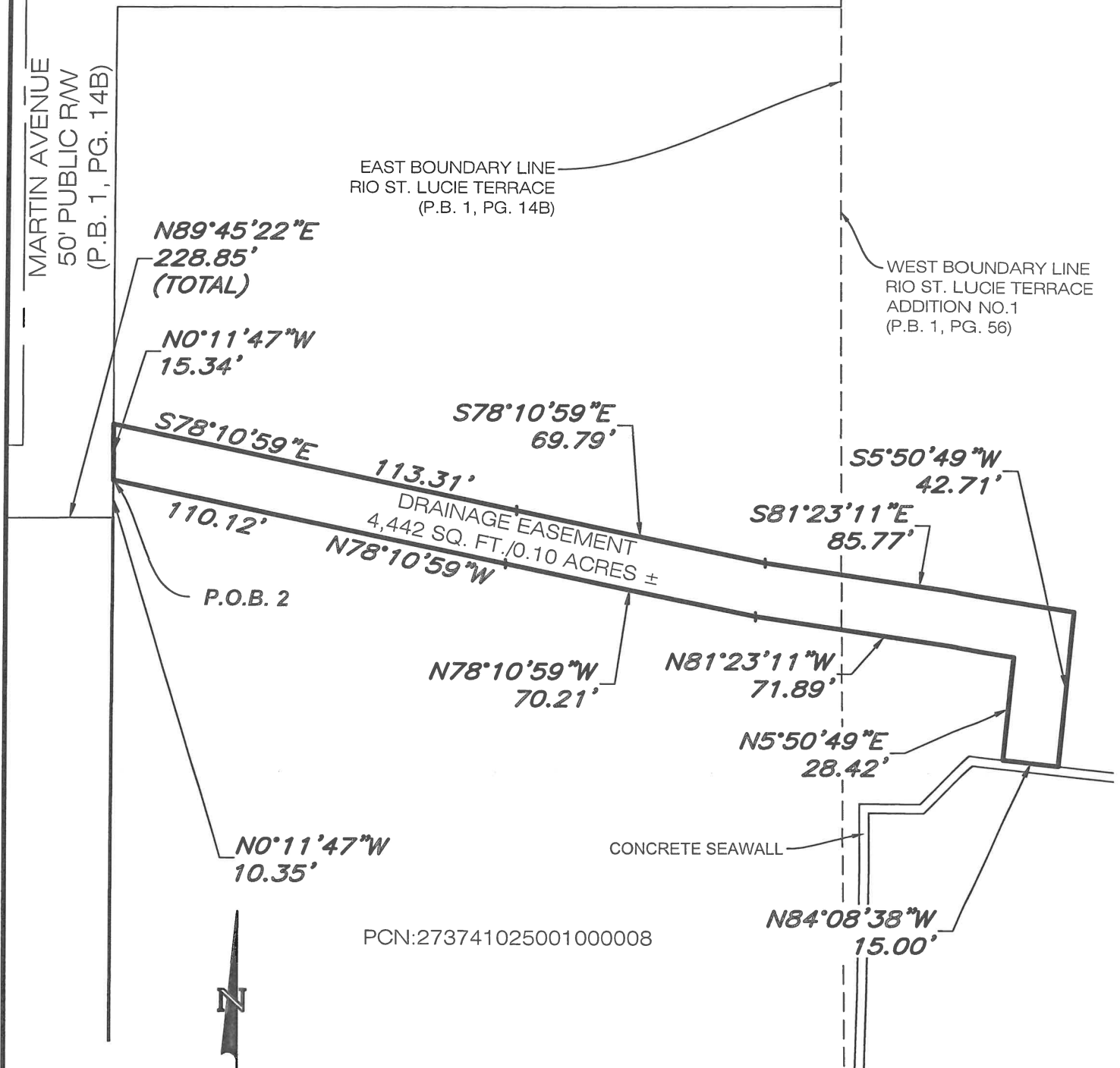
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