

Instrument Prepared by:
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Fox McCluskey Bush Robison, PLLC
2300 SE Monterey Road, Suite 201
Stuart, Florida 34996
File No: KL39-0001

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**THIRD AMENDMENT TO THE SOUTH FLORIDA GATEWAY
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

THIS THIRD AMENDMENT TO THE SOUTH FLORIDA GATEWAY PLANNED UNIT DEVELOPMENT ZONING AGREEMENT (“Third Amendment”), made and entered into this _____ day of _____, 2025, by and between SOUTH FLORIDA GATEWAY INDUSTRIAL LLC, a Delaware limited liability company, KANNER HWY RETAIL INVESTMENTS LLC, a Delaware limited liability company, SOUTH FLORIDA GATEWAY III PROPERTY LLC, a Delaware limited liability company, TR SFL GATEWAY III RETAIL OWNER LLC, a Delaware limited liability company, KCS ICEBOX SUA 1, LLC, a Delaware limited liability company, and FOUNDRY SOUTH FLORIDA GATEWAY LLC, a Delaware limited liability company, hereinafter collectively referred to as OWNER, and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS, after appropriate notice, public hearing and approval, KL WATERSIDE LLC, a Delaware limited liability company, and COUNTY on or about the February 1, 2022, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida, known as “South Florida Gateway PUD,” which Planned Unit Development (“**Original PUD Agreement**”) is recorded in Official Records Book 3302, beginning at Page 2893, of the Public Records of Martin County, Florida (“**Public Records**”), as

amended by that certain First Amendment to the South Florida Gateway Planned Unit Development Zoning Agreement recorded in Official Records Book 3376, beginning at Page 949, of the Public Records (“**First Amendment**”) and that certain Second Amendment to the South Florida Gateway Planned Unit Development Zoning Agreement recorded in Official Records Book 3455, beginning at Page 2643, of the Public Records (“**Second Amendment**”) (collectively the Original PUD Agreement, the First Amendment and the Second Amendment referred to as the “**PUD Agreement**”); and

WHEREAS, OWNER, as successors-in-interest to KL WATERSIDE LLC, desires to amend the PUD Agreement to modify uses permitted within the PUD.

NOW, THEREFORE, it is agreed between the OWNER and COUNTY as follows:

1. The recitals as set forth herein are true and correct and are hereby made a part of this Third Amendment.
2. Exhibit D, Master Site Plan, to the South Florida Gateway PUD is hereby deleted in its entirety and replaced with the attached Exhibit D.
3. Paragraph 17, in Exhibit F, Special Conditions, to the South Florida Gateway PUD is hereby deleted in its entirety and replaced with the following:

“USES. Uses within the PUD may include, subject to the terms and conditions in this PUD Agreement: (i) industrial development; (ii) Life Science, Technology and Research (LSTAR) development; (iii) Targeted Industries Business (TIB) development; and (iv) up to 120,000 square feet of retail development. The sale of alcoholic beverages for on-premises consumption and off-premises consumption shall be permitted subject to the distance requirements in Sections 5.3.B. through D., inclusive, General Ordinances, Martin County Code.

Outdoor storage of materials, products and equipment shall be permitted as an accessory use, subject to the following standards and restrictions: (a) outdoor storage areas shall be located within the loading bay areas of buildings and shall not extend more than forty feet (40’) from the building; (b) at least one (1) loading bay within a tenant’s or owner’s space shall be free of outdoor storage, such that the loading bay remains functional; (c) materials or products stored outside shall be visually screened with an opaque fence, wall or other barrier a minimum six foot (6’) in height, with at least one access gate and such gate(s) shall remain closed when no loading or unloading is occurring; (d) the loading and unloading of materials and products to be stored in the outdoor storage area shall not impede the flow of traffic within the central drive aisle; (e) the storage of noxious or hazardous materials or products shall be prohibited within outdoor storage

areas; (f) outdoor storage areas shall be maintained in a clean manner and garbage shall be stored in a refuse or recycling container as approved by waste collection authority; and (g) there shall be no fabrication or manufacturing conducted within outdoor storage areas.”

4. All terms and conditions of the PUD Agreement which are not specifically amended or revised by this Third Amendment shall remain in full force and effect as stated therein.

IN WITNESS WHEREOF, the parties hereto have caused this Third Amendment to be made and entered into the day and year first written. The date of this Third Amendment shall be the date on which this Third Amendment was approved by the Board of County Commissioners.

(Remainder of page intentionally left blank; signature pages follow)

WITNESSES

Name: _____
Address: _____

Name: _____
Address: _____

OWNER

South Florida Gateway Industrial LLC, a Delaware limited liability company

By: The Kolter Group LLC, a Florida limited liability company, its Manager

By: _____
_____, its Manager
14025 Riveredge Drive, Suite 175
Tampa, Florida 33637

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2025, by _____, as Manager of The Kolter Group, LLC, a Florida limited liability company, the manager of South Florida Gateway Industrial LLC, a Delaware limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2025.

(NOTARIAL STAMP)

Notary Public
My commission expires:

WITNESSES

Name: _____
Address: _____

Name: _____
Address: _____

OWNER

Kanner Hwy Retail Investments LLC, a Delaware limited liability company

By: The Kolter Group LLC, a Florida limited liability company, its Manager

By: _____
_____, its Manager
14025 Riveredge Drive, Suite 175
Tampa, Florida 33637

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by _____, as Manager of The Kolter Group, LLC, a Florida limited liability company, the manager of Kanner Hwy Retail Investments LLC, a Delaware limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2025.

(NOTARIAL STAMP)

Notary Public
My commission expires:

WITNESSES

Name: _____
Address: _____

Name: _____
Address: _____

OWNER

**South Florida Gateway III Property LLC, a Delaware
limited liability company**

By: SFL Gateway III JV LLC, a _____ limited
liability company, its Manager

By: _____
_____, its Manager
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization, this _____ day of _____, 2025, by
_____, as Manager of SFL Gateway III JV LLC, a _____
limited liability company, the manager of South Florida Gateway III Property LLC, a Delaware
limited liability company, on behalf of the company, to me known to be the person described
herein and who executed the foregoing instrument and acknowledged before me that he executed
same.

WITNESS my hand and official seal in the County and State last aforesaid this _____
day of _____, 2025.

(NOTARIAL STAMP)

Notary Public
My commission expires:

WITNESSES

Name: _____
Address: _____

Name: _____
Address: _____

OWNER

**TR SFL Gateway III Retail Owner LLC, a Delaware
limited liability company**

By: SFL Gateway III JV LLC, a _____ limited
liability company, its Manager

By: _____
_____, its Manager
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization, this _____ day of _____, 2025, by
_____, as Manager of SFL Gateway III JV LLC, a _____
limited liability company, the manager of TR SFL Gateway III Retail Owner LLC, a Delaware
limited liability company, on behalf of the company, to me known to be the person described
herein and who executed the foregoing instrument and acknowledged before me that he executed
same.

WITNESS my hand and official seal in the County and State last aforesaid this _____
day of _____, 2025.

(NOTARIAL STAMP)

Notary Public
My commission expires:

WITNESSES

Name: _____
Address: _____

Name: _____
Address: _____

OWNER

KCS Icebox SUA 1, LLC, a Delaware limited liability company

By: _____
_____, its Manager
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by _____, as Manager of KCS Icebox SUA 1, LLC, a Delaware limited liability company, on behalf of the company, to me known to be the person described herein and who executed the foregoing instrument and acknowledged before me that he executed same.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 2025.

(NOTARIAL STAMP)

Notary Public
My commission expires:

WITNESSES

Name: _____
Address: _____

Name: _____
Address: _____

OWNER

**Foundry South Florida Gateway, LLC, a Delaware
limited liability company**

By: _____
_____, its Manager
Address: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence
or [] online notarization, this _____ day of _____, 2025, by
_____, as Manager of Foundry South Florida Gateway, LLC, a Delaware
limited liability company, on behalf of the company, to me known to be the person described
herein and who executed the foregoing instrument and acknowledged before me that he executed
same.

WITNESS my hand and official seal in the County and State last aforesaid this _____
day of _____, 2025.

(NOTARIAL STAMP)

Notary Public
My commission expires:

ATTEST:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK OF THE
CIRCUIT COURT AND COMPTROLLER

SARAH HEARD, CHAIR

APPROVED AS TO FORM & LEGAL
SUFFICIENCY:

ELYSSE A. ELDER
DEPUTY COUNTY ATTORNEY

EXHIBIT D
REVISED MASTER SITE PLAN

See approved Revised Master Site Plan on following page.