

Prepared by:
Audra R. Creech, Esq.
McCarthy Summers Wood Norman
Melby Schultz Wood &
VanValkenburgh, P.A.
2400 SE Federal Hwy.
Fourth Floor
Stuart, FL 34997

Space above reserved for recording data

**ISLAND CROSSINGS (F/K/A ROSCOMMON SQUARE)
SIXTH AMENDMENT TO COMMERCIAL PLANNED UNIT
DEVELOPMENT ZONING AGREEMENT**

THIS AMENDMENT is made and entered into as of the ____ day of _____, 2026, by and between BUHL LAND SOUTH, LLC, a Florida limited liability company (hereafter referred to as the "Applicant"), 11800 SE FEDERAL HWY, LLC, a Florida limited liability company, M & R UNITED, INC., a Florida profit corporation, PUBLIX SUPER MARKETS, INC., a Florida profit corporation, HOBE SOUND/U.S. 1 CORPORATION, INC., a Florida profit corporation, FG MC II HOBE SOUND, LLC, a Foreign limited liability company, and 11900 BRIDGE ROAD, LLC, a Florida limited liability company (hereafter collectively referred to as "Owner"), and MARTIN COUNTY, a political subdivision of the State of Florida (hereafter, "County"), as follows:

WITNESSETH

WHEREAS, after appropriate notice, public hearing, and approval, The Harbor Group on or about the 8th day of August, 1989, entered into a Planned Unit Development Zoning Agreement for the development of a project in Martin County, Florida, known as "Roscommon Square Commercial," which Agreement is recorded in Official Records Book 839, Page 1696, of the Public Records of Martin County, Florida, and has since been amended from time to time (hereinafter referred to as the "Island Crossings PUD Agreement"); and

WHEREAS, the Applicant is successor to all right, title, and interest in and to Parcel A of the Island Crossings PUD., a/k/a Lot A, Plat No. 1 of Island Crossings, A P.U.D.(C), according to the Plat thereof recorded in Plat Book 13, Page 83, Public Records of Martin County, Florida (the "Property"), as set forth on the Revised Ownership Certification attached hereto as Exhibit "B", and wishes to construct a residential storage facility on the Property (the "Project"); and

WHEREAS, Owner desires to amend the Island Crossings PUD Agreement as set forth herein and by amending the following:

Exhibit A (Legal Description),
Exhibit D (Preliminary Development Plan),
Exhibit E (Timetable for Development) and
Exhibit F (Special Conditions).

WHEREAS, County has requested that Outparcel G of the Island Crossings PUD,

a/k/a Lot G, Plat No. 1 of Island Crossings, A P.U.D.(C), according to the Plat thereof recorded in Plat Book 13, Page 83, Public Records of Martin County, Florida, ("Outparcel G") be removed from the Island Crossings PUD Agreement.

NOW, THEREFORE, Owner and County agree that the Island Crossings PUD Agreement is amended as follows:

1. The recitals set forth in each of the foregoing "Whereas" clauses are true, correct, and incorporated herein by this reference.

2. The following is the notice addresses for Applicant:

Buhl Land South, LLC
PO Box 35
Harbor Springs, MI 49740

With a copy to

Audra R. Creech, Esq.
McCarthy Summers Wood Norman Melby
Schultz Wood & VanValkenburgh, P.A.
2400 SE Federal Hwy
Fourth Floor
Stuart, FL 34994

3. "Exhibit 'D' – Preliminary Development Plan" of the Island Crossings PUD Agreement is replaced by and modified as shown on the attached "Exhibit 'D' – Revised Master Site Plan." The Revised Master Site Plan reflects an increase in permitted building square footage for the Property and the removal of Outparcel G.

4. "Exhibit 'E' – Timetable for Development" of the Island Crossings PUD Agreement is replaced by and modified as shown on the attached "Exhibit 'E' – Revised Timetable for Development."

5. Special Condition 12, Potable Water, and Special Condition 24, Wastewater, Exhibit F of the Third Amendment to the Island Crossings PUD Agreement, are hereby deleted as to the Project. Water and wastewater services for the Project shall be provided by South Martin Regional Utility (SMRU) pursuant to agreement of Owner and SMRU.

6. In addition to the uses authorized pursuant to Special Condition 23, Uses Permitted, "Exhibit 'F' – Special Conditions" of the Third Amendment to the Island Crossings PUD Agreement, residential storage facility is hereby added as a permitted use on Parcel A.

7. In addition to the modification to Exhibit F identified in Paragraph 6 of this Amendment, "Exhibit 'F' – Special Conditions" of the Island Crossings PUD Agreement is modified as follows: upon approval of the Sixth Amendment to Island Crossings PUD, the Applicant, Buhl Land South, LLC, shall contribute the "Railroad Magnate" pledge in the amount of **\$25,000.00** to the Hobe Sound Historical Society, Inc. (the "Contribution") to

relocate and restore the old Hobe Sound Railroad Station. The Applicant shall provide proof of payment of the Contribution to the Hobe Sound Historical Society, Inc. as a part of the Applicant's Post-Approval Submittal.

8. All references to "Outparcel A" or "Parcel A" mean and refer to "Lot A" from the following legal description: Lot A, Plat No. 1 of Island Crossings, A P.U.D.(C), according to the Plat thereof recorded in Plat Book 13, Page 83, Public Records of Martin County, Florida, a/k/a the Property.

9. Outparcel G is hereby removed from the Island Crossings PUD Agreement. The legal description of the remaining land subject to the Island Crossings PUD Agreement is set forth on Exhibit "A" attached hereto.

10. In the event of any conflict between the Island Crossings PUD Agreement and this Sixth Amendment, this Sixth Amendment shall control. Except as modified herein, the terms of the Island Crossings PUD Agreement are unchanged and are in full force and effect.

REMAINDER OF PAGE BLANK // SIGNATURE PAGES FOLLOW

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

Witnesses:

Print: _____

Address: _____

Print: _____

Address: _____

OWNER:

Buhl Land South, LLC, a Florida limited liability company

By: _____
Lawrence D. Buhl, III, as Manager

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ___ day of _____, 2026, by Lawrence D. Buhl, III, as manager of **Buhl Land South, LLC**, a Florida limited liability company, on behalf of the company.

Notary Public

(Notary Seal)

Personally Known OR Produced Identification

Type of Identification Produced: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

Witnesses:

_____ limited

Print: _____

Address: _____

Print: _____

Address: _____

OWNER:

11800 SE FEDERAL HWY, LLC, a Florida liability company

By: _____

Brett R. Schneider, as Manager

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ___ day of _____, 2026, by Brett R. Schneider, as manager of **11800 SE FEDERAL HWY, LLC**, a Florida limited liability company, on behalf of the company.

Notary Public

(Notary Seal)

Personally Known OR Produced Identification

Type of Identification Produced: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

Witnesses:

Print: _____

Address: _____

Print: _____

Address: _____

OWNER:

M & R UNITED, INC., a Florida profit corporation

By: _____
Mahesh Shah, as CEO

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ___ day of _____, 2026, by Mahesh Shah, as CEO of **M & R UNITED, INC.**, a Florida profit corporation, on behalf of the company.

Notary Public

(Notary Seal)

Personally Known OR Produced Identification

Type of Identification Produced: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

Witnesses:

limited
Print: _____

Address: _____

Print: _____

Address: _____

OWNER:

PUBLIX SUPER MARKETS, INC., a Florida profit corporation

By: _____
_____, as _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ___ day of _____, 2026, by _____, as _____ of **PUBLIX SUPER MARKETS, INC.**, a Florida profit corporation, on behalf of the company.

Notary Public

(Notary Seal)

Personally Known OR Produced Identification

Type of Identification Produced: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

Witnesses:

_____ Florida limited

Print: _____

Address: _____

Print: _____

Address: _____

OWNER:

HOBE SOUND/U.S. 1 CORPORATION, INC., a Florida profit corporation

By: _____, as _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ___ day of _____, 2026, by _____, as _____ of **HOBE SOUND/U.S. 1 CORPORATION, INC.**, a Florida profit corporation, on behalf of the company.

Notary Public

(Notary Seal)

Personally Known OR Produced Identification

Type of Identification Produced: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

Witnesses:

Print: _____

Address: _____

Print: _____

Address: _____

OWNER:

FG MC II HOBE SOUND, LLC, a Florida limited liability company

By: _____, as _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ___ day of _____, 2026, by _____, as _____ of **FG MC II HOBE SOUND, LLC**, a Florida limited liability company, on behalf of the company.

Notary Public

(Notary Seal)

Personally Known OR Produced Identification

Type of Identification Produced: _____

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

Witnesses:

Print: _____

Address: _____

Print: _____

Address: _____

OWNER:

11900 BRIDGE ROAD, LLC, a Florida limited liability company

By: _____, as _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ___ day of _____, 2026, by _____, as _____ of **11900 BRIDGE ROAD, LLC**, a Florida limited liability company, on behalf of the company.

Notary Public

(Notary Seal)

Personally Known OR Produced Identification

Type of Identification Produced: _____

COUNTY:

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

ATTEST:

Carolyn Timmann
Clerk of the Circuit Court

By: _____
Sarah Heard, Chair

**APPROVED AS TO FORM AND
CORRECTNESS:**

(COMMISSION SEAL)

Elysse A. Elder
County Attorney

EXHIBIT A
Legal Description

Lots A, B, C, D, E, and F of Plat No. 1 of Island Crossings, A P.U.D.(C), according to the Plat thereof recorded in Plat Book 13, Page 83, Public Records of Martin County, Florida

EXHIBIT B
Revised Ownership Certification as to Lot A

The undersigned hereby certifies that, according to the Martin County Clerk of Court's website as of _____, record title to *Lot A, Plat No. 1 of Island Crossings, A P.U.D.(C), according to the Plat thereof recorded in Plat Book 13, Page 83, Public Records of Martin County, Florida*, is in the ownership of Buhl Land South LLC, a Florida limited liability company, pursuant to the Special Warranty Deed recorded in Official Records Book 3361, Page 525, of the Public Records of Martin County, Florida.

DATED this ____ day of _____, 2026.

Audra R. Creech, Esq.

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2026, by Terence P. McCarthy, who is personally known to me or has produced _____ as identification.

Signature of Notary Public
Print: _____

[SEAL]

EXHIBIT D
Revised Master Site Plan

Please see attached Revised Master Site Plan.

EXHIBIT E
Revised Timetable for Development

| Phase | Final Development Plan Approval | Construction Completion | Elements |
|--------------|--|--------------------------------|---|
| I | Complete | Complete | Outparcel G and 58,455 square feet of shopping center building area within Parcel D (Subphase I) and related infrastructure |
| II | Complete | Complete | One outparcel and related infrastructure |
| III | Complete | Complete | 28,721 square feet of shopping center building area within Parcel D (Subphase II) and related infrastructure |
| IV | Complete | Complete | One outparcel and related infrastructure |
| V | Complete | Complete | One outparcel and related infrastructure |
| VI | Complete | Complete | Two outparcels and related infrastructure |
| VII | March 10, 2026 | March 10, 2028 | Outparcel A and related infrastructure |