

Instrument Prepared By:
Robert S. Raynes, Jr., Esq.
Gunster, Yoakley & Stewart, P.A.
800 SE Monterey Commons Blvd., Suite 200
Stuart, Florida 34996

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**MARTIN COMMERCE PARK
PLANNED UNIT DEVELOPMENT ZONING
AGREEMENT**

THIS PLANNED UNIT DEVELOPMENT ZONING AGREEMENT, made and entered into this _____ day of _____, 2025, by and between MARTIN COMMERCE PARK, LLC, a Florida limited liability company, hereinafter referred to as OWNER, and MARTIN COUNTY, a political subdivision of the State of Florida, hereinafter referred to as COUNTY.

WITNESSETH:

WHEREAS OWNER is the fee simple title holder of the property situated in Martin County, Florida, and more particularly described in the legal description attached and incorporated as Exhibit A; and

WHEREAS it is the desire of OWNER to develop a Planned Unit Development (“PUD Agreement”) to be known as MARTIN COMMERCE PARK PLANNED UNIT DEVELOPMENT consisting of up to 1,100,000 square feet of industrial use to be developed in five (5) phases (the “MARTIN COMMERCE PARK PUD”); and

WHEREAS a not-for-profit corporation, hereinafter referred to as ASSOCIATION, will be formed to provide for the maintenance, operation, and management of the roads, streets, rights-of-way, preserve areas, and other common facilities within the MARTIN COMMERCE PARK PUD; and

WHEREAS this type of unified development is permitted in Martin County subject to a binding written document negotiated between OWNER and COUNTY in order to introduce flexibility into the strict zoning and development regulations in a manner that is mutually beneficial to COUNTY and the development, and to encourage enlightened and imaginative approaches to community planning.

NOW, THEREFORE, the parties do hereby agree as follows:

1. UNIFIED CONTROL

OWNER hereby warrants that it has, as a result of fee simple ownership, unified ownership of all real property included in this MARTIN COMMERCE PARK PUD. Documents certifying title are attached and incorporated as Exhibit B. A Covenant of Unified Control by OWNER is attached and incorporated as Exhibit C.

2. DEVELOPMENT

OWNER agrees that the MARTIN COMMERCE PARK PUD will be undertaken and carried out in accordance with the following:

A. The master site plan approved by COUNTY, a copy of which is attached and incorporated as Exhibit D. Approval of the master site plan shall authorize OWNER to submit the final site plan and subdivision plat in accordance with the terms and conditions of the approved master site plan. Approval of the master site plan by COUNTY shall not constitute approval to build or construct any improvements and is not the final approval necessary for construction of the development.

B. The final site plan and subdivision plat to be approved by COUNTY in accordance with such laws, ordinances, and regulations as may be in effect at the time of such approval.

C. The Timetable for Development, which is attached and incorporated as Exhibit E.

D. The conditions and requirements agreed to by COUNTY and OWNER as set forth in the Special Conditions, attached and incorporated as Exhibit F.

E. Permits and authorizations granted in accordance with such laws, ordinances, and regulations as may be in effect at the time of such approval.

F. The Amended Preserve Area Management Plan is attached and incorporated as Exhibit G.

3. VESTED RIGHTS

OWNER shall have the right to develop the MARTIN COMMERCE PARK PUD in accordance with applicable laws, ordinances and regulations, the provisions and requirements of this PUD Agreement, the approved master site plan, final site plans, construction plans, landscape plans, preserve area management plans, and subdivision plats, hereinafter sometimes collectively referred to as development orders. OWNER, its successors, and assigns, shall have no vested rights in any expired development orders for this PUD Agreement. The COUNTY shall be held harmless from any and all liability in connection with any and all disputes between OWNER, its successors, assigns, predecessors in title or other property owners within the MARTIN COMMERCE PARK PUD regarding any development under this PUD Agreement.

4. COMMON AREAS, COVENANTS, CONDITIONS AND RESTRICTIONS

A. OWNER shall create a Declaration of Covenants, Conditions and Restrictions, hereinafter the Covenants and Restrictions, which shall be submitted as part

of the application for the first subdivision plat. A copy of the Covenants and Restrictions shall be recorded at the time of the recording of the first subdivision plat. As part of said Covenants and Restrictions, ASSOCIATION shall be established for the maintenance, operation and management of the roads, streets, rights-of-way, preserve areas, infrastructure serving the development, and other common facilities (hereinafter sometimes referred to as Common Areas). The roads, streets, rights- of-way, preserve areas, landscape areas, and other common facilities of the MARTIN COMMERCE PARK PUD shall be shown on the approved master plan, final site plans, and subdivision plat(s). The Covenants and Restrictions shall be in conformity with such laws, ordinances, and regulations as may be in effect at the time of the approval of the first subdivision plat.

B. Except for conveyances to governmental entities, it shall be deemed a breach of this PUD Agreement for any land to be conveyed by OWNER by way of an instrument that does not contain the Covenants and Restrictions or incorporate them by reference thereto.

C. The ASSOCIATION shall not be dissolved, nor shall it dispose of any Common Areas, by sale or otherwise, except to an entity conceived and organized to own and maintain the Common Areas, without first receiving approval of COUNTY. COUNTY, as a condition precedent to the dissolution or disposal of the Common Areas, may require dedication of the Common Areas to the public as deemed necessary.

D. In the event that the COUNTY determines that the ASSOCIATION, or any successor organization, has failed at any time to maintain the Common Areas of the MARTIN COMMERCE PARK PUD in reasonable order and condition, in accordance with the approved development orders and applicable laws, ordinances, and regulations, then

COUNTY shall serve written notice by certified mail, return receipt requested, upon such ASSOCIATION and upon each owner of real property within the MARTIN COMMERCE PARK PUD. Said notice shall set forth the manner in which the ASSOCIATION has failed to maintain the Common Areas in reasonable order and condition and shall demand that such failure be remedied within thirty (30) days of the sending of such notice. In the alternative, said notice may require that the ASSOCIATION appear before the COUNTY at a specified time (at least ten (10) days but not more than thirty (30) days after the sending of such notice). The ASSOCIATION, at COUNTY required appearance via initial notice, can either contest the alleged failure to maintain the Common Areas or show cause why the ASSOCIATION cannot remedy such failure within the thirty (30) day period. If such failure has not been remedied within the thirty (30) day period, or such longer period as the COUNTY may allow, then COUNTY, in order to preserve the taxable values of the real property within the MARTIN COMMERCE PARK PUD and to prevent the Common Areas from becoming a public nuisance, shall hold a public hearing to consider the advisability of the COUNTY entering upon such Common Areas and maintaining them for a period of one (1) year. Notice of such hearing shall be sent by certified mail, return receipt requested, to the ASSOCIATION involved and to each owner of real property within the MARTIN COMMERCE PARK PUD. Such notice shall be sent at least fifteen (15) days in advance of the hearing. At such hearing, COUNTY may determine that it is advisable for the COUNTY to enter upon such Common Areas, take non-exclusive possession of them and maintain them, according to COUNTY standards, for one (1) year. Such entry, possession, and maintenance shall not be deemed a trespass when done in accordance with the procedures set forth above. In no event shall any such entry,

possession, and maintenance be construed to give the public or the COUNTY any right to use the Common Areas.

E. COUNTY may, upon public hearing with notice given in the same manner as above, return possession and maintenance of such common areas to the ASSOCIATION, or successor organization, abandon such possession and maintenance, or continue such possession and maintenance for an additional one (1) year period. The cost of such maintenance by the COUNTY shall be assessed ratably against the real properties within the MARTIN COMMERCE PARK PUD, the owners of which have the right to the use and enjoyment of the Common Areas and shall become a charge or lien on said properties if not paid within thirty (30) days after the receipt of a statement therefor.

5. DESTRUCTION

In the event that all or a portion of the MARTIN COMMERCE PARK PUD should be destroyed by a storm, fire, or other common disaster, OWNER, its grantees, successors or assigns and/or the ASSOCIATION, shall have the right to rebuild and/or repair so long as there is strict compliance with the approved master site plan, final site plan(s), subdivision plat(s), and development orders.

6. CHANGE OR AMENDMENT

A. There shall at all times be a strict adherence to the provisions of the PUD Agreement and the approved development orders. Any change or amendment to the PUD Agreement and/or the approved development orders shall only be made in accordance with Section 10.15, Amendments to Approved Development Orders, Land Development Regulations, Martin County Code (LDR).

B. Notwithstanding Paragraph 6.A., OWNER, its successors in interest and COUNTY may amend or terminate this PUD Agreement without securing the consent of other property owners whose property is subject to the PUD Agreement, unless such amendment or termination directly and materially modifies the allowable uses or entitlements of such owners' property.

7. BREACH OF AGREEMENT

A. Development shall at all times be in compliance with the PUD Agreement and the approved development orders. Failure to comply with a development order may result in the suspension of that development order, the cessation of COUNTY processing of all applications for development on the subject property and any associated phases, or termination of the development order pursuant to Section 10.14.G, Failure to Comply with the Conditions of an Approved Development Order, LDR.

B. Any person, including the Board of County Commissioners, hereinafter sometimes referred to as the Board, or any member of the Board of County Commissioners, may file a complaint with the county administrator alleging that a development order has been violated, that unauthorized development has occurred, or that misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application has occurred. In the event that such a complaint is filed, it shall be addressed as set forth in Section 10.14.G, LDR.

C. The above provisions shall not be interpreted to provide an exclusive remedy, and COUNTY may pursue any appropriate remedy at law or equity in the event

OWNER or his successors in interest fail to abide by the provisions of this PUD Agreement.

8. JURISDICTION

This PUD Agreement shall be governed by the laws of the State of Florida, and any and all legal action instituted because of this PUD Agreement shall be instituted in Martin County, Florida.

9. SUCCESSORS AND ASSIGNS

This PUD Agreement shall be binding upon the parties hereto, their successors in interest, heirs, assigns, and personal representatives.

10. NOTICE

Any notice, request, demand, consent, approval, or other communication required or permitted by this PUD Agreement shall be given or made in writing and shall be served as elected by the party giving the notice by any of the following methods: (i) hand delivery to the other party; (ii) delivery by commercial overnight courier service; (iii) mailed by registered or certified mail (postage prepaid), return receipt requested; or (iv) mailed by regular U.S. mail. For purposes of notice, the addressees are as follows:

OWNER: Martin Commerce Park, LLC
Attn: Jill Marasa
1393 SW Thelma Street
Palm City, FL 34990

ATTORNEY: Robert S. Raynes, Jr.
Gunster Yoakley & Stewart, P.A.
800 S.E. Monterey Commons Boulevard
Suite 200
Stuart, FL 34996

COUNTY: County Administrator
Martin County
2401 S.E. Monterey Road

Stuart, Florida 34996

With required copy to:

County Attorney Martin County
2401 S.E. Monterey Road
Stuart, Florida 34996

Notice given in accordance with the provisions of this Section shall be deemed to be delivered and effective on the date of hand delivery; or on the second day after the date of the deposit with an overnight courier; or on the date upon which the return receipt is signed, or delivery is refused, or the notice is designated by the postal authorities as not delivered if mailed; or on the second business day after the date of mailing by regular U.S. mail. Either party may change its address for the purpose of this Section by written notice to the other party given in accordance with the provisions of this Section.

11. ENTIRE AGREEMENT

This PUD Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this PUD Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written.

12. SEVERABILITY

If any term or provision of this PUD Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for

the remainder of this PUD Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this PUD Agreement shall be deemed valid and enforceable to the extent permitted by law.

13. STATUTORY REFERENCES

Any references to laws, ordinances, codes, or other regulations shall include amendments to such laws, ordinances, codes, or other regulations.

14. ADEQUATE PUBLIC FACILITIES EVALUATION

A. Deferring Public Facilities Reservation.

OWNER is voluntarily electing to proceed under Policy 14.1C..5 (2), Comprehensive Growth Management Plan, Martin County Code and Section 5.32.C., Land Development Regulations, Martin County Code and is thereby proceeding without a reservation of capacity and without rights to obtain final development orders for the subject property. OWNER acknowledges the risk that subsequent development orders may reserve capacity of Category A and C public facilities in the project area and necessitate additional capital facility improvements for the project to meet concurrency or prevent this project from going forward in accordance with its timetable of development.

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

Witnesses

Name: _____

Address: _____

Name: _____

Address: _____

OWNER

MARTIN COMMERCE PARK, LLC, a Florida limited liability company

By: Ashley Equities, LLC, a Florida limited liability company, its Manager

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of ____, 2025, by _____, as Manager Member of Ashley Equities, LLC, as Manager of Martin Commerce Park, LLC, 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 _____, 20____.

(Notarial Stamp)

Notary Public
My Commission Expires:

ATTEST

Carolyn Timmann
Clerk of the Circuit Court and Comptroller

(COMMISSION SEAL)

COUNTY

BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

By: _____
Sarah Heard, Chair

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

Elysse A. Elder,
County Attorney

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EXHIBIT A
LEGAL DESCRIPTION

EXHIBIT B

OWNERSHIP CERTIFICATE

I, Robert S. Raynes, Jr., a member of the Florida Bar, hereby certify that the record title to the property described in Exhibit A to the MARTIN COMMERCE PARK PLANNED UNIT DEVELOPMENT ZONING AGREEMENT dated the _____ day of _____, 2025 by and between MARTIN COMMERCE PARK, LLC, a Florida limited liability company, and MARTIN COUNTY, is in the ownership of MARTIN COMMERCE PARK, LLC, a Florida limited liability company.

Dated this ____ day of _____, 2025

Robert S. Raynes, Jr.
Florida Bar # 124672
Gunster, Yoakley & Stewart, PA
800 SE Monterey Commons Boulevard, Suite 200
Stuart, Florida 34996

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EXHIBIT C

UNIFIED CONTROL

The undersigned, being the owner of the property described in Exhibit A, to the MARTIN COMMERCE PARK PLANNED UNIT DEVELOPMENT ZONING AGREEMENT (PUD Agreement) dated the _____ day of _____, 2025 between MARTIN COMMERCE PARK, LLC, a Florida limited liability Company, and MARTIN COUNTY, does hereby covenant and agree that: (i) the property described in Exhibit A shall be held under single ownership, and shall not be transferred, conveyed, sold or divided in any unit other than in its entirety; provided, however that individual subdivision lots or fully constructed condominium units, if any, may be conveyed to individual purchasers in accordance with and subject to the terms and conditions of the PUD Agreement.

In addition, the following conveyances shall be permitted:

1. If the PUD is designed and planned to be developed in phases or portions of phases, and each phase or portion of a phase complies with the requirements contained within the PUD Agreement, then each phase or portion of phase may be conveyed separately upon final site plan and plat approval of that phase or portion of a phase.
2. Common elements, common open areas, and developed recreation areas, if any, may be conveyed to a property owners' association or other legal entity so long as such conveyance shall be subject to the express restriction that the subject property will never be used for any purpose other than as common elements, common open areas, or developed recreation areas as applicable.
3. Other portions of the subject property may be conveyed and used or maintained by governmental, environmental, charitable, or other organizations or agencies for such purposes as the Board of County Commissioners of Martin County, Florida may deem appropriate.

Nothing herein contained shall limit, in any manner, the undersigned, or their successors or assigns, to mortgage or encumber the property or any part thereof.

The undersigned further agrees that the conditions, restrictions, and limitations contained herein shall be deemed a covenant running with the land and shall remain in full force and effect and be binding on the undersigned, its successors and assigns, until such time as the same may be released in writing by the Board of County Commissioners of Martin County, Florida.

The undersigned further agrees that this instrument shall be recorded in the public records of Martin County, Florida.

IN WITNESS WHEREOF, the parties hereto have executed these presents on the dates indicated below.

Witnesses

OWNER

MARTIN COMMERCE PARK, LLC, a Florida limited liability company

Name: _____

Address: _____

Name: _____

Address: _____

By: Ashley Equities, LLC, a Florida limited liability company, its Manager

By: _____

Name: _____

Title: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this__ day of__, 2025, by _____, as Manager Member of Ashley Equities, LLC, the Manager of Martin Commerce Park, LLC, 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:

EXHIBIT D

Master site plan as approved by Martin County Board of County Commissioners to be attached as Exhibit D.

EXHIBIT E

TIMETABLE FOR DEVELOPMENT

A. The MARTIN COMMERCE PARK PUD shall be constructed in accordance with this timetable for development and the phasing plan attached as Exhibit E-1. All buildings shall be permitted by December 31, 2032. Phase 1 shall be the first Phase for which site plan approval is sought. Phases and individual buildings may be approved and constructed in non-sequential order and/or concurrently, provided that supporting site infrastructure for a particular phase or building shall be completed in advance or constructed concurrently with improvements in the subject phase or building.

Phase 1:	Lot 1 building(s) including required access, parking, utilities, landscaping for the proposed buildings and designated outdoor storage areas; construction of traffic signal at SW Martin Highway; and construction of all roads, utilities, drainage infrastructure and all Preserve Area Management Plan (PAMP) requirements to serve the entire project site.
Phase 2:	Lot 2 building(s) including required access, parking, utilities, designated outdoor storage areas, and landscaping for the proposed building(s).
Phase 3:	Lot 3 building(s) including required access, parking, utilities, designated outdoor storage areas, and landscaping for the proposed building(s).
Phase 4:	Lot 4, 5, and 6 building(s) including required access, parking, utilities, designated outdoor storage areas, and landscaping for the proposed building(s).
Phase 5:	Lot 7 building(s) including required access, parking, utilities, designated outdoor storage areas, and landscaping for the proposed building(s).

Note: Building square footage per phase will be determined at the time of final site plan application, provided that the maximum building square footage for the entire project site does not exceed 1,100,000 square feet, exclusive of mezzanine storage areas.

Permits must be sought, with respect to the above, within one (1) year from the date the phase received final site plan approval and construction of each phase shall be completed within two (2) years after the date the phase received final site plan approval.

EXHIBIT E-1

Phasing plan as approved by Martin County Board of County Commissioners
to be attached as Exhibit E-1.

EXHIBIT F

SPECIAL CONDITIONS

1. ADDITIONAL REQUIREMENTS

The MARTIN COMMERCE PARK PUD shall comply with all requirements of the Martin County Comprehensive Growth Management Plan. Unless specifically provided for within this PUD Agreement, the MARTIN COMMERCE PARK PUD shall comply with all requirements of the General Ordinances and Land Development Regulations, Martin County Code.

2. DRAINAGE/STORMWATER MANAGEMENT

A. It shall be OWNER'S sole responsibility to obtain the necessary drainage/stormwater management permits from the South Florida Water Management District (SFWMD). In no event shall COUNTY bear the responsibility for aiding OWNER in obtaining permits from the SFWMD or funding the improvements necessary to develop the MARTIN COMMERCE PARK PUD.

B. In order to ensure that the MARTIN COMMERCE PARK PUD's drainage/stormwater management system functions as designed and permitted in perpetuity; OWNER shall maintain the MARTIN COMMERCE PARK PUD's drainage/stormwater management system according to the Stormwater Management System Maintenance Plan and Lake Area Management Plan to be submitted with the first final site plan application. The Maintenance Plan will provide that OWNER shall be responsible for performing the specific inspections and maintenance operations on the stormwater management system on-site and off-site as approved by the Board of County Commissioners at final site plan approval in order to ensure it functions as intended and as approved by COUNTY. Neither COUNTY nor the SFWMD shall have any responsibility in maintaining the system.

3. PROTECTED SPECIES

In the event that it is determined that any protected plant or animal species, as designated by State and Federal listing agencies is resident on or otherwise is significantly dependent upon the MARTIN COMMERCE PARK PUD, OWNER shall cease all activities which might negatively affect that individual or population and immediately notify Martin County, the Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS). Construction may resume when proper protection or permitting, required by the designated state and federal listing agencies, is provided by OWNER. Gopher Tortoises – In Florida, gopher tortoises are a protected species. No land clearing or construction shall occur until all tortoises that will be impacted are relocated to upland preservation areas or off-site, as authorized by FFWCC. A certified environmental professional will supervise clearing in the areas of the gopher tortoise

burrows. Tortoises inhabiting burrows in areas to be developed will be captured and relocated using methodology approved by FFWCC and conducted by an environmental professional possessing a valid relocation permit. During clearing and grubbing operations, equipment operators will be notified of the occurrence of gopher tortoises on-site and instructed to observe for roaming and foraging individuals. Should gopher tortoises be seen during the clearing and grubbing, all equipment operations will be stopped, and the gopher tortoises will be captured and relocated. Once the tortoise(s) have been safely relocated, equipment operation can resume.

Endemic Species - All gopher tortoise relocation efforts will include trapping of endangered endemic species that may live in the burrow.

Relocation of Tortoises - The Martin County Environmental Planning Administrator will be notified and will be provided with a copy of the Gopher Tortoise Relocation Permit as required from FFWCC. Every attempt shall be made to relocate within Martin County.

4. FIRE PROTECTION

Fire Department access and water supply shall comply with Florida Fire Prevention Code Latest Adopted Edition, NFPA 1 Uniform Fire Code, Chapter 18.

Access

Approved fire department access roads shall be provided for every facility, building, or portion of a building. Fire department access roads shall consist of roadways, fire lanes, parking lot lanes, or a combination thereof, and shall be maintained.

Dead Ends

Dead-end fire department access roads in excess of 150 ft. in length shall be provided with approved provisions for the turning around of fire department vehicles and apparatus (Hammerhead "T" Turn-around, Cul-de-sacs, Alternative (Modified) "T" Turn-around, etc.).

Water Supply

An approved water supply capable of supplying the required fire flow for fire protection shall be provided in accordance with the provisions set forth in the adopted Florida Fire Prevention Code. Identify the Needed Fire Flow Requirements for all buildings / structures. Fire flow calculations shall be prepared by a professional engineer currently licensed in the state of Florida for each newly constructed building, and a statement from the Engineer of Record must be submitted in accordance with Florida Administrative Code section 61G15-32.004.

18.4.3.1 Decrease in Fire Flow Requirements

The authority having jurisdiction shall be authorized to establish conditions on fire flow reductions approved in accordance with 18.3.4.1.

Where no adequate or reliable water distribution system exists, Martin County Fire Prevention permits alternative compliance for commercial and residential structures as

follows:

All inhabitable structures greater than 1,000 square feet shall be provided with an automatic fire sprinkler system in accordance with the requirements of the National Fire Protection Association NFPA 13, NFPA 13R, and NFPA 13D standards.

5. TEMPORARY CONSTRUCTION OFFICE AND TEMPORARY SALES OFFICE

OWNER may establish and maintain on the property a temporary construction office and / or a temporary sales office in a location approved by the Growth Management Department Director during the period that the property is being developed and until three (3) months following the issuance of the last certificate of occupancy for a unit. A bond for the removal of the construction office shall be supplied to the COUNTY.

6. TRAFFIC IMPROVEMENTS

The OWNER shall be responsible for the design, permitting, and construction of any traffic signal (and associated improvements) at the intersection of SR-714 (SW Martin Highway) and SW Stuart West Boulevard / SW Martingale Drive, in accordance with FDOT and Martin County standards, that is fully equipped with all infrastructure necessary to support full signal operation when warranted, including, but not limited to, green mast arms, signal heads, vehicle detection, controller and cabinet, and fiber optic communications.

7. DEVELOPMENT STANDARDS

Except as provided for within this PUD Agreement, the requirements of Article 3, Land Development Regulations, Martin County Code, and specifically the LI (Limited Industrial District) zoning district shall apply to the development of the MARTIN COMMERCE PARK PUD.

8. WATER/WASTEWATER:

Water and wastewater for the MARTIN COMMERCE PARK PUD shall be provided by Martin County. OWNER shall provide an executed copy of an agreement for each phase for such service within sixty (60) days of final site plan approval of that phase for the MARTIN COMMERCE PARK PUD.

9. PUBLIC BENEFITS:

Within one hundred twenty (120) days of approval of this PUD Agreement, OWNER shall facilitate donation to the COUNTY of approximately 5.70 acres of land, as more specifically described on Exhibit "F-1," attached hereto and made a part hereof, for a proposed fire station in western Palm City.

Upon approval of the master site plan, OWNER shall restore and preserve an additional 2.75 acres of Upland Habitat as shown on the master site plan, Exhibit D, in accordance with the Amended Preserve Area Management Plan. The restoration work shall commence upon approval of the Phase 1 Final Site Plan and be completed prior to the issuance of the first Certificate of Occupancy.

10. MAXIMUM BUILDING HEIGHT

The maximum building height shall be 40 feet.

11. BUILDING FOOTPRINT

A building shall not exceed a building footprint of 200,000 square feet in any single building. The total building square footage for Martin Commerce Park PUD shall be up to 1,100,000 square feet, exclusive of mezzanine areas which shall be exempt from the calculation of square footages for individual buildings and total square footage for the Project.

12. USES

Authorized uses within the PUD shall include, without limitation, subject to the terms and conditions in this PUD Agreement: (i) light industrial development; (ii) Targeted Industry Business (TIB) development and Life Science, Technology and Research (LSTAR) development; (iii) warehouse; (iv) agricultural processing, indoor; and (v) outdoor storage, including without limitation aircraft, watercraft, and motor vehicle parking or storage. The location of outdoor storage areas may be adjusted or selected and depicted as part of each application for final site plan approval.

13. DEVELOPMENT APPROVAL ON PLATTED LOTS

Approval of final site plans on development lots consistent with this PUD Agreement, the Master Site Plan, and the Plat Infrastructure Final Site Plans shall be approved administratively by way of an expedited minor final site plan application. The pervious/impervious area per Lot and building coverage area per Lot may be adjusted at the time of final site plan application and may exceed allowable maximum ratios as measured on a per-Lot basis so long as (i) any such adjustment remains in compliance with the overall traffic, drainage, and open space thresholds for the Project identified on the Master Site Plan or in the PUD, and (ii) the pervious/impervious area and building coverage area as measured across the Project at build-out is consistent with the Master Site Plan.

14. OUTDOOR STORAGE

Outdoor storage of products, conveyances, and equipment shall be permitted, subject to the following standards and restrictions:

- (a) the loading and unloading of materials and products to be stored in outdoor storage areas shall not impede the flow of traffic within the central drive aisle;
- (b) the storage of noxious or hazardous materials or products shall be prohibited within outdoor storage areas;
- (c) 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;
- (d) there shall be no fabrication or manufacturing conducted within outdoor storage areas;
- (e) materials or products stored outside that are visible from SW Martin Highway or Interstate 95 shall be visually screened with an opaque fence, wall or other barrier a minimum of eight feet (8') in height and a maximum of thirty (30) feet in height, with at least one access gate and such gate shall remain closed when no loading or unloading is occurring;
- (f) materials stored outdoors shall not exceed the height of the opaque wall, fence or barrier;
- (g) also, loading bay areas of buildings may be utilized for outdoor storage at the election of the building occupant, subject to the following restrictions applicable to outdoor storage occurring within loading bays:
 - i. such use by occupant shall comply with all lease terms, rules and regulations, and other requirements of OWNER, any property owners' association having jurisdiction, and landlord;
 - ii. outdoor storage areas within loading bays shall not extend more than forty feet (40') from the building;
 - iii. at least one (1) loading bay within an occupant's space shall be free of outdoor storage, such that the loading bay remains available and operational as a loading bay;
 - iv. 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;
 - v. the storage of noxious or hazardous materials or products shall be prohibited within outdoor storage areas;
 - vi. 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

- vii. there shall be no fabrication or manufacturing conducted within outdoor storage areas.

15. PRESERVE AREAS.

No construction or alteration shall be permitted within any of the Preserve Areas except in compliance with the Preserve Area Management Plan for the MARTIN COMMERCE PARK PUD approved by COUNTY. The precise location of all Preserve Areas shall be staked and surveyed prior to the preconstruction meeting scheduled for approved final site plan and shall be fenced prior to the preconstruction meeting scheduled for approved final site plans and during construction. Final site plans shall comply with the Preserve Area Management Plan. COUNTY shall not have any responsibility in maintaining the preserve areas.

EXHIBIT F-1

FIRE STATION PROPERTY LEGAL DESCRIPTION

Surveyor's Notes:

- 1) This sketch and legal description is based on office information only and does not represent a boundary survey.
- 2) This legal description shall not be valid unless:
 - A) Provided in its entirety consisting of 3 sheets, with sheet 3 being the sketch of description.
 - B) Reproductions of the description and sketch are not valid unless signed and sealed with an embossed surveyor's seal.
- 3) Bearings shown hereon are referenced to the North line of Section 19, Township 38 South, Range 40 East, having a bearing of South 89°49'19" East, and all others are relative thereto.

Certification

Pursuant to Chapter 5J-17.051 (e) Florida Administrative Code, paper copies of the survey map and or report or copies thereof are not valid without the original signature and seal of a Florida licensed surveyor and mapper. This is an electronically signed and sealed document pursuant to Chapter 5J-17.062, Florida Administrative Code. Paper copies of an Electronically signed and sealed document pursuant to Chapter 5J-17.062 Florida Administrative Code are not valid without the original signature and raised seal of a Florida licensed surveyor and mapper.

I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

I further certify that this sketch and description meets the Standards of Practice for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.



Digitally signed by
Peter Andersen
Date: 2025.12.02
15:55:20 -05'00'

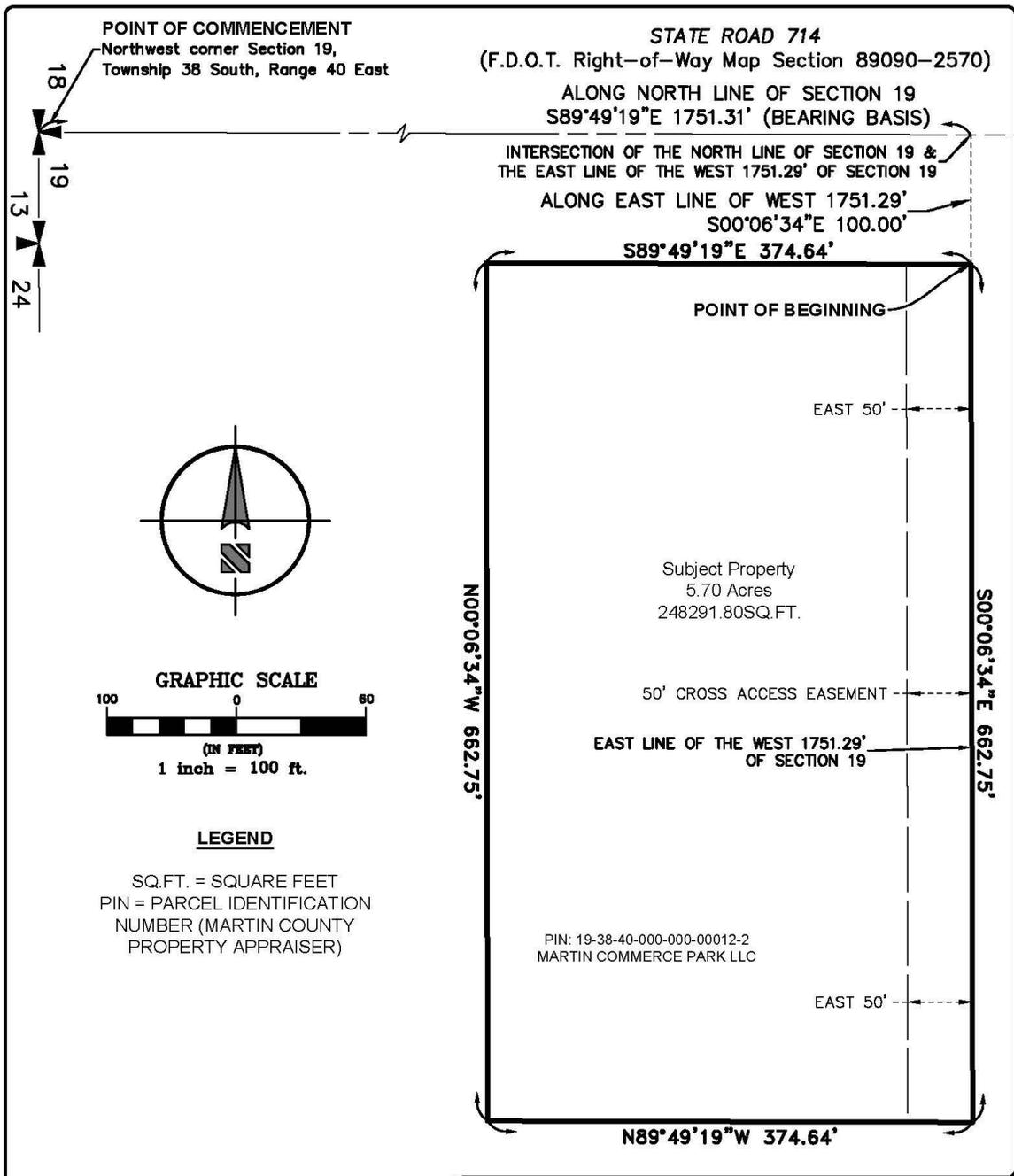
Peter Andersen
Professional Surveyor and Mapper
Florida Certificate No. 5199

NO.	REVISIONS	DATE	BY

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CERTIFICATE OF AUTHORIZATION LB 4100

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SKETCH & LEGAL FOR:			
MARTIN COMMERCE PARK			
MARTIN COUNTY		FLORIDA	
Scale:	Date:	File & Drawing No.:	
N/A	Dec. 2025	21-1016-07	
Drawn By:	Checked:	Sheet	
G.C.Y. IV	P.A.	1 OF 3	



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SKETCH & LEGAL FOR:		
MARTIN COMMERCE PARK		
MARTIN COUNTY		FLORIDA
Scale: 1" = 100'	Date: Dec. 2025	File & Drawing No.: 21-1016-07
Drawn By: G.C.Y. IV	Checked: P.A.	Sheet: 3 OF 3

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Drawing Name: **Martingale - SKL**

EXHIBIT G

AMENDED PRESERVE AREA MANAGEMENT PLAN