

VILLAGE OF INDIANTOWN, FLORIDA

ORDINANCE NO. 03-2026

AN ORDINANCE OF THE VILLAGE OF INDIANTOWN, FLORIDA, AMENDING THE VILLAGE ZONING MAP TO REZONE CERTAIN REAL PROPERTY TOTALING 5,722.30 +/- ACRES IN SIZE, LOCATED NORTH AND SOUTH OF SW KANNER HIGHWAY AND WEST OF SW WARFIELD BLVD, TO THE VILLAGE PLANNED UNIT DEVELOPMENT (PUD) ZONING DISTRICT DESIGNATION; APPROVING THE "TESORO GROVES PLANNED UNIT DEVELOPMENT ZONING AGREEMENT" AND INCORPORATED MASTER SITE PLAN; AND PROVIDING FOR FINDINGS, SEVERABILITY, CONFLICTS, CODIFICATION, AND AN EFFECTIVE DATE.

WHEREAS, Florida Power & Light Company, owner of the property described and depicted in Exhibit "A" and Exhibit "B" attached hereto ("Subject Property"), has petitioned the Village of Indiantown to rezone the Subject Property to the Village Planned Unit Development (PUD) zoning district; and

WHEREAS, pursuant to the requirements of Sections 3-2.14 and 12-10 of the Village of Indiantown Land Development Regulations, said owner has also submitted a proposed Planned Unit Development Zoning Agreement, a copy of which is attached hereto as Exhibit "C" (the "PUD Zoning Agreement"), as well as a proposed Master Site Plan, which is incorporated into said PUD Zoning Agreement; and

WHEREAS, Village planning staff has reviewed and recommended approval of the proposed rezoning, and the associated PUD Zoning Agreement and Master Site Plan, to the Planning, Zoning & Appeals Board and Village Council; and

WHEREAS, Village planning staff's reports and recommendations concerning the proposed rezoning, and the associated PUD Zoning Agreement and Master Site Plan, related agenda memoranda and materials, and the application for the proposed rezoning and the associated PUD Zoning Agreement and Master Site Plan, are hereby adopted and incorporated herein; and



Inst. # 3183713
Bk: 3564 Pg: 559 Pages: 1 of 57
Recorded on: 5/1/2026 9:49 AM Doc: GOV
Carolyn Timmann
Clerk of the Circuit Court & Comptroller
Martin County, FL
Rec Fees: \$486.00

WHEREAS, the Planning, Zoning & Appeals Board held a duly advertised public hearing on April 16, 2026, to consider the proposed rezoning, and the associated PUD Zoning Agreement and Master Site Plan, and thereafter adopted Village planning staff's reports and recommendations concerning the proposed rezoning, and the associated PUD Zoning Agreement and Master Site Plan, related agenda memoranda and materials, and the application for the proposed rezoning and the associated PUD Zoning Agreement and Master Site Plan, as findings of fact, and recommended approval of the proposed rezoning, and the associated PUD Zoning Agreement and Master Site Plan, to the Village Council; and

WHEREAS, the Village Council has conducted duly advertised public hearings concerning the proposed rezoning, and the associated PUD Zoning Agreement and Master Site Plan; and

WHEREAS, the Village Council finds that the Village has complied with all the requirements of applicable law, including the Village Land Development Regulations and the Village Comprehensive Plan, and that the adoption of the proposed rezoning, and the associated PUD Zoning Agreement and Master Site Plan, is in the best interests of the health, peace, safety, and general welfare of the residents, businesses, and property owners of the Village of Indiantown.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF INDIANTOWN, FLORIDA AS FOLLOWS:

SECTION 1. RECITALS. The above recitals and "Whereas" clauses are hereby included as findings of fact by the Village Council of the Village of Indiantown and are otherwise fully incorporated herein.

SECTION 2. AMENDMENT OF OFFICIAL ZONING MAP. The Subject Property is hereby rezoned to the Village Planned Unit Development (PUD) zoning district, and the Village of Indiantown Official Zoning Map is hereby amended to reflect such rezoning.

SECTION 3. APPROVAL OF PUD ZONING AGREEMENT. The Village Council hereby approves the PUD Zoning Agreement attached hereto as Exhibit "C", which shall govern development of the Subject Property.

SECTION 4. APPROVAL OF MASTER SITE PLAN. The Village Council hereby approves the Master Site Plan incorporated in the PUD Zoning Agreement.

SECTION 5. SEVERABILITY. The provisions of this Ordinance are deemed severable. In the event that any word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance is for any reason whatsoever held to be invalid, illegal, unconstitutional, contrary to law, or against public policy, by any court, administrative agency, or other body with competent jurisdiction, such word(s), phrase(s), portion(s), sub-sub-section(s), sub-section(s), or section(s) of this Ordinance shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this Ordinance, and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this Ordinance, which shall remain in full force and effect. This Ordinance shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this Ordinance as expressed herein.

SECTION 6. CONFLICTS. All ordinances and parts of ordinances and all resolutions and parts of resolutions in conflict herewith, are hereby repealed to the extent of the conflict.

SECTION 7. CODIFICATION. This Ordinance shall not be codified in the Village of Indiantown Code of Ordinances or Land Development Regulations, but the rezoning effectuated herein shall be depicted and memorialized on the Official Zoning Map of the Village of Indiantown.

SECTION 8. EFFECTIVE DATE. This rezoning shall become effective upon adoption at Second Reading; provided, however, that if this rezoning is being considered concurrently with a voluntary annexation and a comprehensive plan amendment necessary to the consistency of the rezoning with the Village Comprehensive Plan, then this rezoning shall become effective upon such comprehensive plan amendment becoming effective pursuant to Florida law.

PASSED on first reading on the 23 day of April, 2026.

ADOPTED on second reading on the 30 day of April, 2026.

ATTEST:



LaRhonda McBride
Village Clerk

Village of Indiantown, Florida



Carmine Dipaolo
Mayor

RENDERED
April
30, 2026

REVIEWED FOR FORM
AND CORRECTNESS:

A handwritten signature in blue ink, appearing to read 'Wade C. Vose', is written over a horizontal line.

Wade C. Vose, Esq.
Village Attorney





Exhibit "A"

Legal Description

AS-SURVEYED LEGAL DESCRIPTION

TRACT 1

PORTIONS OF SECTIONS 33 AND 34, TOWNSHIP 39 SOUTH, RANGE 38 EAST, BEING PARCELS 4

THROUGH 8 AS DESCRIBED IN CORRECTIVE SPECIAL WARRANTY DEED AS RECORDED IN

OFFICIAL RECORDS BOOK 3058, PAGE 348 OF THE PUBLIC RECORDS OF MARTIN COUNTY,

FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 39 SOUTH, RANGE 38

EAST; THENCE SOUTH 00°00'06" EAST ON THE EAST LINE OF SAID SECTION 33, A DISTANCE OF

4001.08 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF (S-1/2) OF THE

SOUTHWEST ONE-QUARTER (SW-1/4) OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 38 EAST;

THENCE NORTH 89°39'07" EAST ON SAID NORTH LINE, A DISTANCE OF 2648.77 FEET TO A POINT

ON THE EAST LINE OF SAID SOUTH ONE-HALF (S-1/2) OF THE SOUTHWEST ONE-QUARTER

(SW-1/4) OF SECTION 34; THENCE SOUTH 00°00'20" WEST ON SAID EAST LINE, A DISTANCE OF

1278.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW FARM ROAD (100.00 FEET

RIGHT-OF-WAY); THENCE SOUTH 89°31'57" WEST ON SAID NORTH RIGHT-OF-WAY LINE, SAID

LINE ALSO BEING 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID

SECTION 34, A DISTANCE OF 2648.64 FEET; THENCE SOUTH 89°56'59" WEST ON SAID NORTH

RIGHT-OF-WAY LINE, SAID LINE ALSO BEING 50.00 FEET NORTH OF AND PARALLEL WITH THE

SOUTH LINE OF SECTION 33, TOWNSHIP 39 SOUTH, RANGE 38 EAST, A DISTANCE OF 700.00

FEET TO A POINT ON A LINE 700.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF

SAID SECTION 33; THENCE NORTH 00°00'06" WEST ON SAID PARALLEL LINE, A DISTANCE OF

3948.75 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE-1/4) OF

THE NORTHEAST ONE-QUARTER (NE-1/4) OF SAID SECTION 33; THENCE SOUTH 89°45'33" WEST

ON SAID SOUTH LINE, A DISTANCE OF 624.97 FEET TO A POINT ON THE WEST LINE OF SAID

NORTHEAST ONE-QUARTER (NE-1/4) OF THE NORTHEAST ONE-QUARTER (NE-1/4) OF SECTION

33; THENCE NORTH 00°02'09" WEST ON SAID WEST LINE, A DISTANCE OF 1332.22 FEET TO A

POINT ON THE NORTH LINE OF SAID SECTION 33; THENCE NORTH 89°41'45" EAST ON SAID

NORTH LINE, A DISTANCE OF 1325.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,924,301 S.F.± OR 181.92 ACRES MORE OR LESS.

TOGETHER WITH:

TRACT 2

PARCELS 1 THROUGH 3 AND PARCELS 9 THROUGH 13 AS DESCRIBED IN CORRECTIVE SPECIAL

WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 3058, PAGE 348 OF THE PUBLIC

RECORDS OF MARTIN COUNTY, FLORIDA LYING IN SECTIONS 3 AND 4, TOWNSHIP 40 SOUTH,

RANGE 38 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 40 SOUTH,
RANGE 38

EAST; THENCE SOUTH 89°56'59" WEST ALONG THE NORTH LINE OF SECTION 4 TO A
POINT ON

THE WEST LINE OF THE EAST 700 FEET OF SAID SECTION, A DISTANCE OF 700.06
FEET,

THENCE PARALLEL WITH THE AFOREMENTIONED EAST LINE OF SECTION 4 SOUTH
00°43'40"

WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF
SW

FARM ROAD (100.00 FEET RIGHT-OF-WAY) AND THE POINT OF BEGINNING; THENCE
FROM SAID

BEGINNING, NORTH 89°56'59" EAST ON SAID SOUTH RIGHT-OF-WAY LINE, SAID LINE
ALSO

BEING 50.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID
SECTION 4,

A DISTANCE OF 700.06 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-
OF-WAY,

NORTH 89°31'57" EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A
DISTANCE OF

2552.68 FEET; THENCE SOUTH 00°39'21" WEST, A DISTANCE OF 96.02 FEET; THENCE
NORTH

89°31'57" EAST, A DISTANCE OF 192.04 FEET TO A POINT 96.00 FEET EAST OF AND
PARALLEL

WITH THE WEST LINE OF THE EAST ONE-HALF (E-1/2) OF SAID SECTION 3; THENCE
SOUTH

00°39'21" WEST, A DISTANCE OF 4437.31 FEET TO A POINT ON THE ARC OF A NON-
TANGENT

CURVE TO THE LEFT AT WHICH THE RADIUS POINT BEARS SOUTH 09°18'48" WEST,
THENCE

WESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 4020.62 FEET
THROUGH A

CENTRAL ANGLE OF 19°58'53" AN ARC DISTANCE OF 1402.15 FEET TO THE POINT OF

TANGENCY; THENCE SOUTH 79°19'55" WEST, A DISTANCE OF 2096.50 FEET (THE LAST TWO

COURSES BEING COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF THE ST. LUCIE CANAL)

TO A POINT ON A LINE 700.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION

04, TOWNSHIP 40 SOUTH, RANGE 38 EAST; THENCE NORTH 00°43'40" EAST ON SAID PARALLEL

LINE, A DISTANCE OF 4915.02 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF SW

FARM ROAD AND THE POINT OF BEGINNING;

CONTAINING 1,548,839.09 S.F.± OR 366.13 ACRES MORE OR LESS.

TOGETHER WITH

TRACT 3

A TRACT OF LAND LYING IN THE NORTH HALF (1/2) OF SECTION 3, TOWNSHIP 40 SOUTH,

RANGE 38 EAST, MARTIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (1/4) OF SECTION 3,

TOWNSHIP 40 SOUTH, RANGE 38 EAST; THENCE SOUTH 00 DEGREES 39 MINUTES 21 SECONDS

WEST ON THE WEST LINE OF SAID NORTHEAST QUARTER (1/4), A DISTANCE OF 50.01 FEET TO

THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING; THENCE, NORTH 89 DEGREES 31

MINUTES 57 SECONDS EAST ON THE SOUTH RIGHT-OF-WAY LINE OF SW FARM ROAD, A

DISTANCE OF 2,506.20 FEET; THENCE, LEAVING SAID SW RIGHT-OF-WAY OF SW FARM ROAD,

SOUTH 00 DEGREES 39 MINUTES 21 SECONDS WEST ON A LINE PARALLEL WITH SAID WEST

LINE OF THE NORTHEAST QUARTER (1/4), A DISTANCE OF 2,526.84 FEET TO AN INTERSECTION

WITH THE LINE AT 45 FEET NORTH OF, AND PARALLEL WITH THE SOUTH LINE OF SAID
NORTHEAST QUARTER (1/4); THENCE, SOUTH 89 DEGREES 42 MINUTES 36 SECONDS
WEST ON

SAID LINE AT 45.00 FEET NORTH OF, AND PARALLEL WITH THE SOUTH LINE OF SAID
NORTHEAST QUARTER (1/4), A DISTANCE OF 2,410.05 FEET TO AN INTERSECTION WITH
A LINE

96.00 FEET EAST OF, AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST
QUARTER

(1/4); THENCE, NORTH 00 DEGREES 39 MINUTES 21 SECONDS EAST PARALLEL WITH
SAID WEST

LINE OF THE NORTHEAST QUARTER (1/4), A DISTANCE OF 2,423.35 FEET; THENCE
SOUTH 89

DEGREES 31 MINUTES 57 SECONDS WEST ON A LINE 96.00 FEET SOUTH OF AND
PARALLEL

WITH SAID SOUTH RIGHT-OF-WAY OF SW FARM ROAD, A DISTANCE OF 192.04 FEET;
THENCE,

NORTH 00 DEGREES 39 MINUTES 21 SECONDS EAST PARALLEL WITH SAID WEST LINE
OF THE

NORTHEAST QUARTER (1/4), A DISTANCE OF 96.02 FEET TO THE INTERSECTION WITH
SAID

SOUTH RIGHT-OF-WAY LINE OF SW FARM ROAD; THENCE, NORTH 89 DEGREES 31
MINUTES 57

SECONDS EAST ON THE SOUTH RIGHT-OF-WAY LINE OF SW FARM ROAD, A DISTANCE
OF 96.02

FEET TO THE POINT OF BEGINNING.

CONTAINING 6,098,401.87 S.F.± OR 140.00 ACRES MORE OR LESS.

TOGETHER WITH

PARCEL 2:

PORTIONS OF SECTION 10 AND 11, TOWNSHIP 40 SOUTH, RANGE 38 EAST, LYING
BETWEEN

THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76, ACCORDING TO THE
PLAT

THEREOF, AS RECORDED IN PLAT BOOK 7 AT PAGE 47 AND THE SOUTHERLY RIGHT-OF-WAY

OF THE ST. LUCIE CANAL, ACCORDING TO THE PLAT, AS RECORDED IN PLAT BOOK 2 AT PAGE

35, BOTH OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF SPILLWAY "D", AS SHOWN ON SHEET 3, OF THE

AFORESAID PLAT OF THE ST. LUCIE CANAL; THENCE RUN SOUTH 73 DEGREES 07 MINUTES 38

SECONDS EAST, ALONG THE SAID SOUTHERLY RIGHT-OF-WAY, FOR A DISTANCE OF 430.06

FEET; THENCE RUN SOUTH 16 DEGREES 52 MINUTES 22 SECONDS WEST, FOR A DISTANCE OF

133.00 FEET; THENCE RUN NORTH 73 DEGREES 07 MINUTES 38 SECONDS WEST, ALONG THE

SAID NORTHERLY RIGHT-OF-WAY, FOR A DISTANCE OF 430.06 FEET; THENCE RUN NORTH 16

DEGREES 52 MINUTES 22 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SPILLWAY "D", FOR A DISTANCE OF 133.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 57,196.65 SQUARE FEET OR 1.31 ACRES

TOGETHER WITH

PARCEL 3

A PARCEL OF LAND LYING IN SECTION 9 TOWNSHIP 40 SOUTH, RANGE 38 EAST, MARTIN

COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 40 SOUTH, RANGE 38 EAST,

BEING ALSO THE NORTHWEST CORNER OF SECTION 10, SAID CORNER BEING MARKED BY A 4"

X 4" CONCRETE MONUMENT AS SHOWN ON CERTIFIED CORNER RECORD NUMBER 092879;

THENCE SOUTH 00°04'04" EAST, ALONG THE EAST LINE OF SAID SECTION 9, A
DISTANCE OF
128.61 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 76 AS
SHOWN
ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 89060-
2101,
BEING A 100 FOOT RIGHT-OF-WAY AS LAID OUT AND IN USE, ALSO KNOWN AS SW
KANNER
HIGHWAY; THENCE SOUTH 79°19'55" WEST, ALONG SAID RIGHT-OF-WAY LINE, A
DISTANCE OF
275.28 FEET TO THE INTERSECTION WITH THE EAST LINE OF SPILLWAY "C", ST. LUCIE
CANAL,
AS RECORDED IN PLAT BOOK 10, PAGE 84, PUBLIC RECORDS OF MARTIN COUNTY,
FLORIDA;
THENCE NORTH 10°40'05" WEST, ALONG SAID EAST LINE, A DISTANCE OF 133.00 FEET
TO A
POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ST. LUCIE CANAL; THENCE NORTH
79°19'55"
EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 263.75 FEET TO A POINT ON THE
NORTH LINE
OF SAID SECTION 9; THENCE NORTH 89°56'02" EAST, ALONG SAID NORTH LINE, A
DISTANCE OF
35.80 FEET TO THE POINT OF BEGINNING.
CONTAINING 38,147.76 S.F.± OR 0.88 ACRES MORE OR LESS.

TOGETHER WITH

PARCEL 4

A PARCEL OF LAND LYING WITHIN A PORTION OF SECTIONS 3, 4, 9, 10 AND 11,
TOWNSHIP 40
SOUTH, RANGE 38 EAST AND ALL OF SECTIONS 14, 15, 22, 23, 26 AND 27, TOWNSHIP 40
SOUTH,
RANGE 38 EAST. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGIN AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 76 AS SHOWN
ON

FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 89060-2101, A 100

FOOT RIGHT-OF-WAY AS LAID OUT AND IN USE, ALSO KNOWN AS SW KANNER HIGHWAY THAT

INTERSECTS THE EAST LINE OF SAID SECTION 9; THENCE NORTH $79^{\circ}19'55''$ EAST, ALONG THE

SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1276.15 FEET TO THE INTERSECTION WITH THE

NORTH LINE OF SAID SECTION 10, BEING ALSO THE SOUTH LINE OF SECTION 3, TOWNSHIP 40

SOUTH, RANGE 38 EAST, MARTIN COUNTY FLORIDA; THENCE CONTINUE NORTH $79^{\circ}19'55''$ EAST,

ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 136.80 FEET TO THE BEGINNING OF A

CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3770.33 FEET; THENCE ALONG

THE ARC OF SAID CURVE, AND SAID SOUTH RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE

OF $19^{\circ}06'47''$ FOR A DISTANCE OF 1257.72 FEET TO THE INTERSECTION WITH A LINE THAT IS

15.13 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF

SAID SECTION 3; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH $00^{\circ}39'18''$ WEST,

ALONG SAID PARALLEL LINE, A DISTANCE OF 43.10 FEET TO A POINT ON THE SOUTH LINE OF

SAID SECTION 3 SAID POINT IS SOUTH $89^{\circ}43'51''$ WEST, A DISTANCE OF 2640 FEET, AS MEASURED ALONG SAID SOUTH LINE, FROM THE SOUTHWEST CORNER OF SAID SECTION 3;

THENCE NORTH $89^{\circ}43'51''$ EAST, ALONG THE SOUTH LINE OF SAID SECTION 3, BEING ALSO THE

NORTH LINE OF SAID SECTION 10, A DISTANCE OF 232.99 FEET TO THE INTERSECTION WITH

SAID SOUTH RIGHT-OF-WAY LINE OF SW KANNER HIGHWAY AND THE BEGINNING OF A

NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3770.33 FEET, A

CHORD WHICH BEARS SOUTH 75°30'59" EAST, WITH A CHORD DISTANCE OF 322.03 FEET;

THENCE ALONG THE ARC OF SAID CURVE AND SAID SOUTH RIGHT-OF-WAY LINE THROUGH A

CENTRAL ANGLE OF 4°53'43" FOR A DISTANCE OF 322.13 FEET; THENCE SOUTH 73°07'29" EAST,

ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1390.76 FEET TO THE WESTERLY LINE OF SPILLWAY "D" AS SHOWN ON THE DEPARTMENT OF THE ARMY, OKEECHOBEE WATERWAY, FLORIDA ST. LUCIE CANAL PORTION, SURVEY FOR LOCATION OF

RIGHTS-OF-WAY SHEET 3 OF 53, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT

BOOK 10, PAGE 84 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH

16°52'31" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 167.00 FEET TO THE SOUTHWEST CORNER OF SAID SPILLWAY "D"; THENCE SOUTH 73°07'29" EAST, ALONG THE

SOUTHERLY LINE OF SPILLWAY "D", A DISTANCE OF 600.00 FEET TO THE SOUTHEAST CORNER

OF SAID SPILLWAY "D"; THENCE NORTH 16°52'31" EAST, ALONG THE EASTERLY LINE OF SAID

SPILLWAY "D", A DISTANCE OF 167.00 FEET TO THE INTERSECTION WITH SAID SOUTH RIGHT-OF-WAY LINE OF SW KANNER HIGHWAY; THENCE SOUTH 73°07'29" EAST, ALONG SAID

SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 5388.76 FEET TO THE INTERSECTION WITH THE

WESTERLY LINE OF SPILLWAY "E", AS RECORDED IN SAID PLAT BOOK 10, PAGE 84 OF THE

PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 16°52'31" WEST, ALONG SAID

WESTERLY LINE, A DISTANCE OF 167.00 FEET TO THE SOUTHWEST CORNER OF SAID

SPILLWAY "E"; THENCE SOUTH 73°07'29" EAST, ALONG THE SOUTHERLY LINE OF SPILLWAY "E",

A DISTANCE OF 400.00 FEET TO THE SOUTHEAST CORNER OF SPILLWAY "E"; THENCE NORTH

16°52'31" EAST, ALONG THE EASTERLY LINE OF SPILLWAY "E", A DISTANCE OF 146.90 FEET TO

A POINT ON THE EAST LINE OF SAID SECTION 11, TOWNSHIP 40 SOUTH, RANGE 38 EAST;

THENCE SOUTH 00°37'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 2929.39 FEET TO THE

SOUTHEAST CORNER OF SAID SECTION 11 BEING ALSO THE NORTHEAST CORNER OF SAID

SECTION 14; THENCE SOUTH 00°32'21" EAST, ALONG THE EAST LINE OF SAID SECTION 14, A

DISTANCE OF 5298.88 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 14 BEING ALSO

THE NORTHEAST CORNER OF SAID SECTION 23; THENCE SOUTH 00°18'31" EAST, ALONG THE

EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 23, A DISTANCE OF

2639.65 FEET TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 23; THENCE SOUTH

00°18'15" WEST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID

SECTION 23, A DISTANCE OF 2638.91 TO THE SOUTHEAST CONER OF SAID SECTION 23, BEING

ALSO THE NORTHEAST CORNER OF SECTION 26; THENCE SOUTH 00°04'00" WEST ALONG THE

EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 26, A DISTANCE OF

2639.58 FEET TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 26; THENCE SOUTH

00°04'42" WEST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID

SECTION 26, A DISTANCE OF 2639.58 FEET TO THE SOUTHEAST TO THE SOUTHEAST CORNER

OF SAID SECTION 26, BEING ALSO THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 40

SOUTH, RANGE 38 EAST; THENCE SOUTH 89°48'33" WEST, ALONG THE SOUTH LINE OF SAID

SECTION 26, A DISTANCE OF 5311.60 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 26,

BEING ALSO THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 40 SOUTH, RANGE 38 EAST,

MARTIN COUNTY, FLORIDA; THENCE SOUTH 89°36'28" WEST, ALONG THE SOUTH LINE OF SAID

SECTION 27, A DISTANCE OF 5300.26 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 27;

THENCE NORTH 00°19'09" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF

SAID SECTION 27, A DISTANCE 2636.48 FEET TO THE WEST QUARTER CORNER OF SAID

SECTION 27; THENCE NORTH 00°19'27" WEST, ALONG THE WEST LINE OF THE NORTHWEST

QUARTER OF SAID SECTION 27, A DISTANCE OF 2636.60 FEET TO THE NORTHWEST CORNER

OF SAID SECTION 27, BEING ALSO THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 40

SOUTH, RANGE 38 EAST; THENCE NORTH 00°19'56" WEST, ALONG THE WEST LINE OF SAID

SECTION 22, A DISTANCE OF 5319.39 FEET TO THE NORTHWEST CORNER OF SAID SECTION 22,

BEING ALSO THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 38

EAST; THENCE NORTH 00°31'20" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER

OF SAID SECTION 15, A DISTANCE OF 2657.77 FEET TO THE WEST QUARTER CORNER OF SAID

SECTION 15; THENCE NORTH 00°31'08" WEST, ALONG THE WEST LINE OF THE NORTHWEST

QUARTER OF SAID SECTION 15, A DISTANCE OF 2656.26 FEET TO THE NORTHWEST CORNER

OF SAID SECTION 15, BEING ALSO THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 40

SOUTH, RANGE 40 EAST, THENCE SOUTH 89°36'03" WEST, ALONG THE SOUTH LINE OF THE

SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 661.99 FEET TO THE INTERSECTION OF THE WEST LINE OF THE EAST QUARTER OF THE EAST HALF OF SAID

SECTION 9; THENCE NORTH 00°07'11" WEST, ALONG SAID WEST LINE, A DISTANCE OF 4926.81

FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID SW KANNER

HIGHWAY; THENCE NORTH 79°19'55" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 20.79 FEET TO THE INTERSECTION OF THE WEST LINE OF SPILLWAY "C" AS

RECORDED IN SAID PLAT BOOK 10, PAGE 84, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA;

THENCE SOUTH 10°40'05" EAST, ALONG SAID WEST LINE, A DISTANCE OF 167.00 FEET TO THE

SOUTHWEST CORNER OF SAID SPILLWAY "C"; THENCE NORTH 79°19'55" EAST, ALONG THE

SOUTH LINE OF SAID SPILLWAY "C", A DISTANCE OF 400.19 FEET TO THE SOUTHEAST CORNER

OF SAID SPILLWAY "C"; THENCE NORTH 10°40'05" WEST, ALONG THE EAST LINE OF SAID

SPILLWAY "C", A DISTANCE OF 167.00 FEET TO THE INTERSECTION OF THE SAID SOUTH

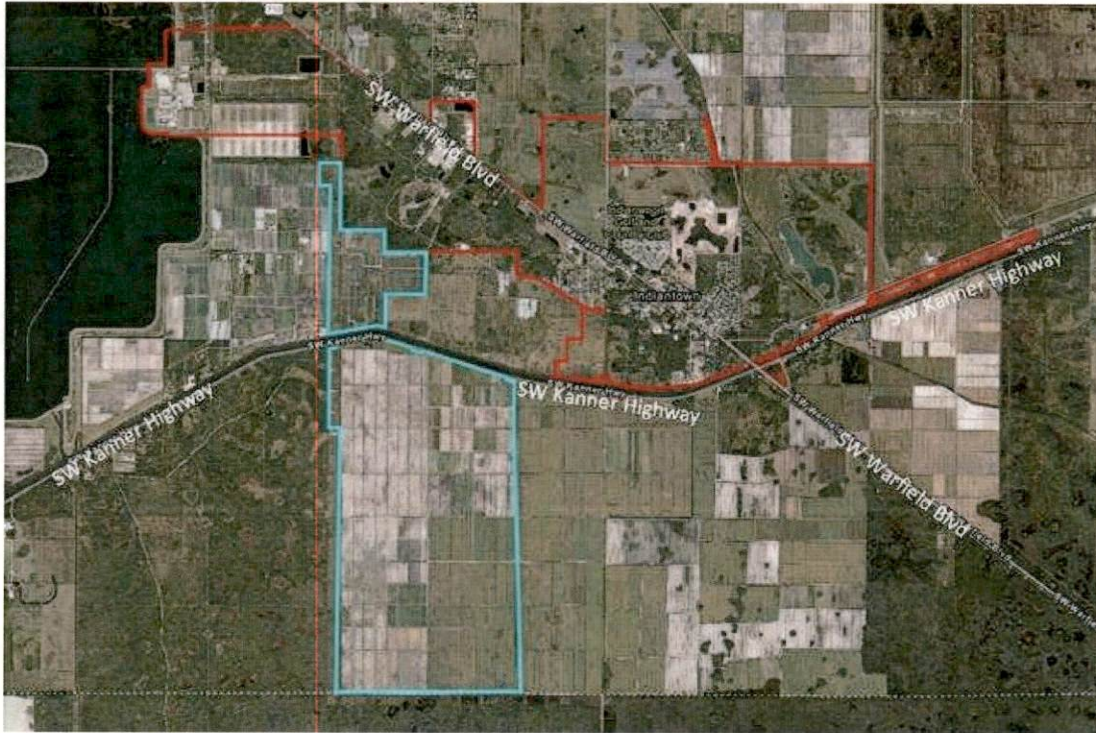
RIGHT-OF-WAY LINE OF SW KANNER HIGHWAY; THENCE NORTH 79°19'55" EAST, ALONG SAID

SOUTH RIGHT-OF-WAY, A DISTANCE OF 256.57 FEET TO THE EAST LINE OF SAID SECTION 9,

BEING ALSO THE WEST LINE OF SAID SECTION 10 AND THE POINT OF BEGINNING.
CONTAINING 5,032.06 ACRES MORE OR LESS
TOTAL ACREAGE: 5722.30 ACRES MORE OR LESS.

Exhibit "B"

Subject Property



Instrument Prepared By:
Wade C. Vose, Village Attorney
Village of Indiantown
PO Box 398
Indiantown, FL 34956

[blank space above line reserved for recording data]

**TESORO GROVES
PLANNED UNIT DEVELOPMENT ZONING AGREEMENT**

THIS PLANNED UNIT DEVELOPMENT ZONING AGREEMENT ("PUD Agreement" or "Agreement"), made and entered into this 30th day of April, 2026 (the "Effective Date"), by and between Florida Power & Light Company, a Florida corporation, hereinafter referred to as OWNER, and VILLAGE OF INDIANTOWN, a political subdivision of the State of Florida, hereinafter referred to as VILLAGE.

WITNESSETH:

WHEREAS, OWNER is the fee simple title holder of the property situated in the Village of Indiantown, 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") to be known as TESORO GROVES PUD consisting of: agricultural production, power generation, data processing and storage, and other uses (the "Project"); and

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

WHEREAS, in accordance with Section 3-2.14(3)(a), Village of Indiantown Land Development Regulations ("Village LDRs"), this PUD Agreement is a development agreement pursuant to Section 163.3220–163.3243, Florida Statutes, and Chapter 9, Village LDRs; and

WHEREAS, the Project is consistent with the Village of Indiantown Comprehensive Plan, and is consistent with the Land Development Regulations except where modified by mutual agreement of the parties as described in this PUD Agreement.

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 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 this PUD will be undertaken and carried out in accordance with the following:

- 2.1 The master site plan approved by VILLAGE, 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 plans and subdivision plat in accordance with the terms and conditions of the approved master site plan. Approval of the master site plan by VILLAGE shall not constitute approval to build or construct any improvements and is not the final approval necessary for construction of the development.
- 2.2 Modifications to the master site plan, including without limitation alterations of phase boundaries on the master site plan, addition or subtraction of phases, and combination of phases, shall be subject to administrative approval by the Community and Economic Development Director provided that the proposed modifications otherwise comply with the terms of this PUD Agreement. For purposes of clarification, such modifications shall not increase intensity, add new permitted uses, or otherwise modify Special Conditions. Such modifications to the master site plan, when approved, shall revise the master site plan in effect under this PUD Agreement.
- 2.3 Except as otherwise provided herein, development under this PUD Agreement shall be governed, and the final site plans and subdivision plats shall be approved by VILLAGE, in accordance with such local laws, ordinances, and regulations as are in effect on the Effective Date hereof.
- 2.4 Approval of final site plans for each Phase, if consistent with this PUD Agreement and the Master Site Plan (as same may be administratively modified from time to time), shall be subject to administrative approval by way of a minor site plan application, regardless of the density or intensity of a particular site plan or Phase, in accordance with the category "Industrial development: Of any size on a lot platted pursuant to an industrial site plan" in Section 12-8, Table 12-2, Village LDRs.
- 2.5 The Timetable for Development, which is attached and incorporated as Exhibit E.
- 2.6 The conditions and requirements agreed to by VILLAGE and OWNER as set forth in the Special Conditions, attached and incorporated as Exhibit F.
- 2.7 Permits and authorizations granted in accordance with such laws, ordinances and regulations as may be in effect at the time of such approval.
- 2.8 OWNER or an applicant for final site plan approval may request a waiver of any term or terms of this PUD Agreement, and/or other regulation or provision applicable to the Project (a "Waiver"), as to that final site plan, by written request to the VILLAGE'S Village Council. Such Waiver shall be considered at a public meeting of the Village Council and, if granted, shall be memorialized by authorizing resolution. The Waiver shall not be deemed an amendment to this PUD Agreement, and its effect shall be limited to the proposed final site plan for which it was submitted.

3. VESTED RIGHTS

OWNER shall have the right to develop the 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, assigns, shall have no vested rights in any expired development orders for this PUD. The VILLAGE shall be held harmless from any and all liability stemming from any disputes between OWNER, its successors, assigns, predecessors in title or other property owners within the PUD regarding any development under this PUD Agreement.

4. RESERVED

5. DESTRUCTION

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

6. AMENDMENT

There shall at all times be a strict adherence to the provisions of the PUD Agreement and the approved development orders. Any amendment to the PUD Agreement shall be made in accordance with Chapter 9, Village LDRs, and for purposes of clarification, shall not require adoption by ordinance. Pursuant to Section 163.3237, Florida Statutes, the PUD Agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest. A party or its designated successor in interest to the PUD Agreement and the VILLAGE may amend or cancel the PUD Agreement without securing the consent of other parcel owners whose property was originally subject to the PUD Agreement, unless the amendment or cancellation directly modifies the allowable uses or entitlements of such owners' property.

7. TERM OF AGREEMENT; AND BINDING EFFECT

This PUD Agreement shall have a term of thirty (30) years from the Effective Date (the "Term") and shall be recorded in the public records of Martin County and filed with the Village Clerk. The Term may be extended by mutual consent of the parties subject to a public hearing, pursuant to Section 163.3225, Florida Statutes. This PUD Agreement shall become effective on the Effective Date and shall constitute a covenant running with the land that shall be binding upon, and inure to, the benefit of the parties, their successors, assigns, grantees, heirs, legal representatives and personal representatives.

8. NO EXCLUSIVE REMEDIES

No remedy or election given by any provision in this PUD Agreement shall be deemed exclusive. Wherever possible, the remedies granted hereunder upon a default of the other party shall be cumulative and in addition to all other remedies at law or equity arising from such event of default, except where otherwise expressly provided.

9. ANNUAL REVIEW

Pursuant to Section 9-5(d), Village LDRs, and Section 163.3235, Florida Statutes, this PUD Agreement shall be reviewed by the VILLAGE no less often than annually. If the VILLAGE finds, on the basis of competent substantial evidence, that the OWNER has failed to comply with any of its obligations under this PUD Agreement, the VILLAGE may take action to terminate or amend this PUD Agreement as set forth in this section. The VILLAGE shall provide the OWNER with written notice of its intent to terminate or amend the PUD Agreement, and such notice shall state the reasons for the termination or amendment. Upon receipt of such written notice, the OWNER shall have thirty (30) days to cure the default, or such longer period of time as may reasonably be necessary to cure the default if it is of such nature that it cannot be cured within thirty (30) days. Should the OWNER fail to cure within the aforementioned periods, as applicable, the VILLAGE may terminate or amend this PUD Agreement after holding a public hearing before the Village Council to consider and deliberate regarding such termination or amendment.

10. EVENTS OF DEFAULT

- 10.1 The OWNER shall be in default under this Agreement if the OWNER fails to perform or materially breaches any term, covenant, or condition of this Agreement, including but not limited to any term, covenant, or condition of any development order issued hereunder, which breach is not cured within thirty (30) days after receipt of written notice from the VILLAGE specifying the nature of such breach; provided, however, that if such breach cannot reasonably be cured within thirty (30) days, then the OWNER shall not be in default if it commences to cure such breach within said thirty (30) day period and diligently prosecutes such cure to completion. Without limitation, misrepresentation, fraud, deceit, deliberate error or omission, or a material omission that should have been disclosed regarding information required in a development application, on the part of OWNER, shall constitute a material breach of this Agreement.
- 10.2 The VILLAGE shall be in default under this Agreement if the VILLAGE fails to perform or materially breaches any term(s), covenant(s) or condition(s) of this Agreement and such failure is not cured within thirty (30) days after receipt of written notice from the OWNER specifying the nature of such breach; provided, however, that if such breach cannot reasonably be cured within thirty (30) days, the VILLAGE shall not be in default if it commences to cure such breach within said thirty (30) day period and diligently prosecutes such cure to completion.
- 10.3 Subject to the limitation set forth in this section, the following events shall be a material breach of this Agreement:
 1. The OWNER's adjudication as bankrupt, either voluntary or involuntary;
 2. The institution of any judicial proceeding for reorganization or rearrangement of the OWNER's affairs that is not dismissed within sixty (60) days;
 3. Any assignment by the OWNER for the benefit of creditors; or

4. The appointment of a receiver for the OWNER's assets or property, which appointment is not dismissed within sixty (60) days.

10.4 Subject to the clarification set forth later in this subsection, notwithstanding the foregoing or anything contained in this Agreement to the contrary, and provided the PUD as a whole remains in compliance with the requirements of this Agreement, (i) a default by any successor(s), grantee(s), heir(s) or assign(s) of the OWNER of any portion of this Agreement shall not be deemed to be a breach by (A) the OWNER, or (B) any other successor, grantee, heir or assignee of the OWNER; and (ii) a default by the OWNER under this Agreement shall not be deemed to be a breach by any successor(s) grantee(s), heir(s) or assignee(s) of the OWNER of their respective rights, duties or obligations under this Agreement. For purposes of clarity, the PUD may be developed by multiple parties in multiple phases. Any actual or alleged default by a developer of a portion(s), phase(s) or component(s) of the PUD, including without limitation the OWNER, shall not cause, nor be treated, deemed, or construed as a default by OWNER or another developer or party with respect to any other portion(s), phase(s) or component(s) of the PUD.

11. REMEDIES UPON DEFAULT

Subject to the provisions of subsection 10.4 above, upon the occurrence of a default by a party to this Agreement not cured within the applicable grace period, the OWNER and the VILLAGE agree that any party may seek specific performance of this Agreement, and that seeking specific performance shall not waive any right of such party to also seek monetary damages, injunctive relief or any other relief available under this Agreement or applicable law.

12. ENFORCEMENT

- 12.1 In the event that the OWNER, its successors, grantees, heirs and/or assigns, as applicable, fails to act in accordance with the terms of the PUD Agreement, the Village may seek enforcement of said violation upon the applicable portion of the PUD owned by the OWNER or its successors, grantees, heirs and/or assigns, as applicable.
- 12.2 Subject to the provisions of subsection 10.4 above, in the event of a violation of or default under this Agreement by OWNER, the VILLAGE may suspend construction activity and revoke any building permit or development order issued to OWNER, and take all actions necessary to halt construction until such time as the provisions herein are complied with. In the event legal action is necessary due to a violation by or default of OWNER, and attorney's fees or other professional fees and costs are incurred by the Village enforcing compliance with this Agreement, these expenses shall be borne by the OWNER.
- 12.3 This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

13. JURISDICTION; EXCLUSIVE VENUE; CHOICE OF LAW; WAIVER OF JURY TRIAL

It is mutually understood and agreed by the parties that this PUD Agreement shall be governed by the laws of the State of Florida, and any applicable Federal law, both as to interpretation and performance, and that any action at law, suit in equity or judicial proceedings for the enforcement of this PUD

Agreement or any provision hereof shall be instituted only in the courts of the State of Florida, and venue for any such actions shall lie exclusively in the State court of competent jurisdiction in Martin County, Florida. Except as otherwise provided herein, each party shall bear its own attorney's fees. Each party waives any defense, whether asserted by motion or pleading, that the aforementioned courts are an improper or inconvenient venue. Moreover, the parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction. The parties irrevocably waive any rights to a jury trial.

14. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAW

Subject to the terms and conditions of this PUD Agreement, including but not limited to subsection 2.3 above, throughout the term of this PUD Agreement, the OWNER and the VILLAGE shall comply with all applicable Federal and State laws, rules, regulations, codes, resolutions, administrative orders, permits, policies and procedures and orders that govern or relate to the respective parties' obligations and performance under this PUD Agreement as they may be amended from time to time, including without limitation those related to electrical service rates, and permitting for water usage by the South Florida Water Management District.

15. THIRD-PARTY DEFENSE

In the event there are any claims, suits, or demands brought against either party by third-parties challenging this PUD Agreement, the Project, the annexation, FLUM amendment, or rezoning of the property subject to this PUD Agreement, or objecting to any aspect thereof, including without limitation, (i) a consistency challenge pursuant to Section 163.3215, Florida Statutes, (ii) a petition for writ of certiorari, (iii) an action for declaratory judgment or (iv) any claims for loss, damage, liability or expense (including reasonable attorneys' fees), the VILLAGE will defend such suit as deemed appropriate by the Village Council, but agrees not to take any action contrary to this PUD Agreement. Furthermore, VILLAGE agrees to consent to and support OWNER's intervention in any such suit brought against the VILLAGE. In the event of such claims, suits or demands brought against the VILLAGE, OWNER agrees to pay the attorneys' fees and litigation costs (including but not limited to professional and expert fees) incurred by VILLAGE relating to such claims, suits, or demands, to the extent not covered by a policy or policies of insurance, subject to the following exception: under no circumstances shall OWNER's financial responsibility for attorneys' fees and litigation costs under this Section 15 exceed the sum of Five Million and 00/100 Dollars (\$5,000,000.00). If, and to the extent that, VILLAGE recovers attorneys' fees and costs from a third-party litigant, VILLAGE shall reimburse OWNER for such attorneys' fees and costs actually paid by OWNER to VILLAGE pursuant to this section. The VILLAGE and the OWNER shall promptly give the other written notice of any such action, including those that are pending or threatened, and copies of all responses, filings and pleadings with respect thereto.

16. INDEMNIFICATION

OWNER shall indemnify and hold harmless the VILLAGE from and against all claims, demands, disputes, damages, costs, expenses, (to include attorneys' fees whether or not litigation is necessary and if necessary, both at trial and on appeal), incurred by the VILLAGE as a result of injury to person or property caused by OWNER's negligence or intentional acts while constructing the infrastructure improvements required under this Agreement, including any infrastructure improvements required under any development order issued hereunder. OWNER's indemnification specifically exempts those claims or liabilities caused by or arising from the negligence or intentional acts of the VILLAGE, or its employees

or agents. It is specifically understood that the VILLAGE is not guaranteeing the appropriateness, efficiency, quality or legality of the use or development of the PUD, including, but not limited to, drainage or sewer plans, fire safety, or quality of construction, whether or not inspected, approved, or permitted by the VILLAGE.

17. CONCURRENCY AND VESTED RIGHTS

OWNER acknowledges and agrees that prior to the issuance of any building permit(s) for the PUD, the OWNER must comply with State and Village requirements related to concurrency and adequate provision of public facilities. Neither this Agreement nor any approved site plan shall create or result in a vested right or rights to develop the PUD without complying with State and Village requirements related to concurrency and adequate provision of public facilities.

18. SUCCESSORS AND ASSIGNS

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

19. 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: Florida Power & Light Company
Jamie Gentile
700 Universe Boulevard
Juno Beach, Florida 33408

With required copy to:
Florida Power & Light Company
Scott H. Holtz, Esq.
700 Universe Boulevard
Juno Beach, Florida 33408

VILLAGE: Village Manager
Taryn Kryzda
15516 SW Osceola Street, Suite B
PO Box 3998
Indiantown, Florida 34956

With required copy to:
Village Attorney
Wade C. Vose
324 W. Morse Blvd.
Winter Park, FL 32789

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.

20. 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. Failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the developer of the necessity of complying with the law governing those permitting requirements, conditions, terms or restrictions. The parties have mutually drafted this Agreement, and to the extent that there are any ambiguities or uncertainties contained herein, they will not be construed for or against any party hereto as the drafter of the Agreement.

21. 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.

[NO FURTHER TEXT ON THIS PAGE]

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 Council.

OWNER

Witnesses

Florida Power & Light Company, a Florida corporation

[Signature]
Name

By: [Signature]
Timothy Oliver, as Vice President of Development

700 Universe Blvd; Juno Beach
Address FL, 33408

[Signature]
Name

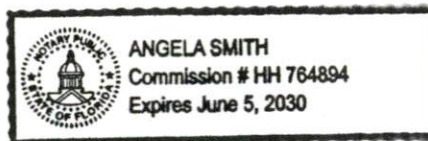
700 Universe Blvd., Juno Beach, FL 33408
Address

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 30th day of APRIL, 2026, by Timothy Oliver, as Vice President of Development of Florida Power & Light Company, a Florida corporation, 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 30th day of APRIL, 2026

(Notarial Stamp)

Angela Smith



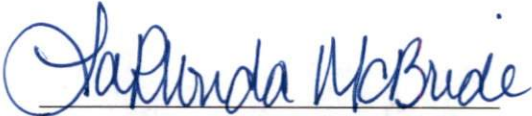
Notary Public

My Commission Expires: JUNE 5, 2030

VILLAGE

ATTEST:

Village of Indiantown, a Florida municipal
corporation


LaRhonda McBride, Village Clerk

By: 
Carmine Dipaolo, Mayor

Date: 4/30/26

FOR THE USE AND RELIANCE OF
THE VILLAGE ONLY. APPROVED AS TO
FORM.


Wade Vose, Village Attorney

EXHIBIT A
LEGAL DESCRIPTION

AS-SURVEYED LEGAL DESCRIPTION

TRACT 1

PORTIONS OF SECTIONS 33 AND 34, TOWNSHIP 39 SOUTH, RANGE 38 EAST, BEING PARCELS 4 THROUGH 8 AS DESCRIBED IN CORRECTIVE SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 3058, PAGE 348 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 33, TOWNSHIP 39 SOUTH, RANGE 38 EAST; THENCE SOUTH 00°00'06" EAST ON THE EAST LINE OF SAID SECTION 33, A DISTANCE OF 4001.08 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH ONE-HALF (S-1/2) OF THE SOUTHWEST ONE-QUARTER (SW-1/4) OF SECTION 34, TOWNSHIP 39 SOUTH, RANGE 38 EAST; THENCE NORTH 89°39'07" EAST ON SAID NORTH LINE, A DISTANCE OF 2648.77 FEET TO A POINT ON THE EAST LINE OF SAID SOUTH ONE-HALF (S-1/2) OF THE SOUTHWEST ONE-QUARTER (SW-1/4) OF SECTION 34; THENCE SOUTH 00°00'20" WEST ON SAID EAST LINE, A DISTANCE OF 1278.17 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SW FARM ROAD (100.00 FEET RIGHT-OF-WAY); THENCE SOUTH 89°31'57" WEST ON SAID NORTH RIGHT-OF-WAY LINE, SAID LINE ALSO BEING 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SAID SECTION 34, A DISTANCE OF 2648.64 FEET; THENCE SOUTH 89°56'59" WEST ON SAID NORTH RIGHT-OF-WAY LINE, SAID LINE ALSO BEING 50.00 FEET NORTH OF AND PARALLEL WITH THE SOUTH LINE OF SECTION 33, TOWNSHIP 39 SOUTH, RANGE 38 EAST, A DISTANCE OF 700.00 FEET TO A POINT ON A LINE 700.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SAID SECTION 33; THENCE NORTH 00°00'06" WEST ON SAID PARALLEL LINE, A DISTANCE OF 3948.75 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST ONE-QUARTER (NE-1/4) OF THE NORTHEAST ONE-QUARTER (NE-1/4) OF SAID SECTION 33; THENCE SOUTH 89°45'33" WEST ON SAID SOUTH LINE, A DISTANCE OF 624.97 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST ONE-QUARTER (NE-1/4) OF THE NORTHEAST ONE-QUARTER (NE-1/4) OF SECTION 33; THENCE NORTH 00°02'09" WEST ON SAID WEST LINE, A DISTANCE OF 1332.22 FEET TO A

POINT ON THE NORTH LINE OF SAID SECTION 33; THENCE NORTH 89°41'45" EAST ON SAID NORTH LINE, A DISTANCE OF 1325.77 FEET TO THE POINT OF BEGINNING.

CONTAINING 7,924,301 S.F.± OR 181.92 ACRES MORE OR LESS.

TOGETHER WITH:

TRACT 2

PARCELS 1 THROUGH 3 AND PARCELS 9 THROUGH 13 AS DESCRIBED IN CORRECTIVE SPECIAL WARRANTY DEED AS RECORDED IN OFFICIAL RECORDS BOOK 3058, PAGE 348 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA LYING IN SECTIONS 3 AND 4, TOWNSHIP 40 SOUTH, RANGE 38 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 4, TOWNSHIP 40 SOUTH, RANGE 38 EAST; THENCE SOUTH 89°56'59" WEST ALONG THE NORTH LINE OF SECTION 4 TO A POINT ON THE WEST LINE OF THE EAST 700 FEET OF SAID SECTION, A DISTANCE OF 700.06 FEET, THENCE PARALLEL WITH THE AFOREMENTIONED EAST LINE OF SECTION 4 SOUTH 00°43'40" WEST, A DISTANCE OF 50.00 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SW FARM ROAD (100.00 FEET RIGHT-OF-WAY) AND THE POINT OF BEGINNING; THENCE FROM SAID BEGINNING, NORTH 89°56'59" EAST ON SAID SOUTH RIGHT-OF-WAY LINE, SAID LINE ALSO BEING 50.00 FEET SOUTHERLY OF AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 4, A DISTANCE OF 700.06 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY, NORTH 89°31'57" EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 3, A DISTANCE OF 2552.68 FEET; THENCE SOUTH 00°39'21" WEST, A DISTANCE OF 96.02 FEET; THENCE NORTH 89°31'57" EAST, A DISTANCE OF 192.04 FEET TO A POINT 96.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE EAST ONE-HALF (E-1/2) OF SAID SECTION 3; THENCE SOUTH 00°39'21" WEST, A DISTANCE OF 4437.31 FEET TO A POINT ON THE ARC OF A NON-TANGENT CURVE TO THE LEFT AT WHICH THE RADIUS POINT BEARS SOUTH 09°18'48" WEST, THENCE WESTERLY ON THE ARC OF SAID CURVE, HAVING A RADIUS OF 4020.62 FEET THROUGH A CENTRAL ANGLE OF 19°58'53" AN ARC DISTANCE OF 1402.15 FEET TO THE POINT OF TANGENCY; THENCE SOUTH 79°19'55" WEST, A DISTANCE OF 2096.50 FEET (THE LAST TWO COURSES BEING COINCIDENT WITH THE NORTH RIGHT-OF-WAY LINE OF THE ST. LUCIE CANAL)

TO A POINT ON A LINE 700.00 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF SECTION 04, TOWNSHIP 40 SOUTH, RANGE 38 EAST; THENCE NORTH 00°43'40" EAST ON SAID PARALLEL LINE, A DISTANCE OF 4915.02 FEET TO A POINT ON SAID SOUTH RIGHT-OF-WAY LINE OF SW FARM ROAD AND THE POINT OF BEGINNING;

CONTAINING 1,548,839.09 S.F.± OR 366.13 ACRES MORE OR LESS.

TOGETHER WITH

TRACT 3

A TRACT OF LAND LYING IN THE NORTH HALF (1/2) OF SECTION 3, TOWNSHIP 40 SOUTH, RANGE 38 EAST, MARTIN COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (1/4) OF SECTION 3, TOWNSHIP 40 SOUTH, RANGE 38 EAST; THENCE SOUTH 00 DEGREES 39 MINUTES 21 SECONDS WEST ON THE WEST LINE OF SAID NORTHEAST QUARTER (1/4), A DISTANCE OF 50.01 FEET TO THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING; THENCE, NORTH 89 DEGREES 31 MINUTES 57 SECONDS EAST ON THE SOUTH RIGHT-OF-WAY LINE OF SW FARM ROAD, A DISTANCE OF 2,506.20 FEET; THENCE, LEAVING SAID SW RIGHT-OF-WAY OF SW FARM ROAD, SOUTH 00 DEGREES 39 MINUTES 21 SECONDS WEST ON A LINE PARALLEL WITH SAID WEST LINE OF THE NORTHEAST QUARTER (1/4), A DISTANCE OF 2,526.84 FEET TO AN INTERSECTION WITH THE LINE AT 45 FEET NORTH OF, AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER (1/4); THENCE, SOUTH 89 DEGREES 42 MINUTES 36 SECONDS WEST ON SAID LINE AT 45.00 FEET NORTH OF, AND PARALLEL WITH THE SOUTH LINE OF SAID NORTHEAST QUARTER (1/4), A DISTANCE OF 2,410.05 FEET TO AN INTERSECTION WITH A LINE 96.00 FEET EAST OF, AND PARALLEL WITH THE WEST LINE OF SAID NORTHEAST QUARTER (1/4); THENCE, NORTH 00 DEGREES 39 MINUTES 21 SECONDS EAST PARALLEL WITH SAID WEST LINE OF THE NORTHEAST QUARTER (1/4), A DISTANCE OF 2,423.35 FEET; THENCE SOUTH 89 DEGREES 31 MINUTES 57 SECONDS WEST ON A LINE 96.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT-OF-WAY OF SW FARM ROAD, A DISTANCE OF 192.04 FEET; THENCE, NORTH 00 DEGREES 39 MINUTES 21 SECONDS EAST PARALLEL WITH SAID WEST LINE OF THE NORTHEAST QUARTER (1/4), A DISTANCE OF 96.02 FEET TO THE INTERSECTION WITH SAID

SOUTH RIGHT-OF-WAY LINE OF SW FARM ROAD; THENCE, NORTH 89 DEGREES 31 MINUTES 57 SECONDS EAST ON THE SOUTH RIGHT-OF-WAY LINE OF SW FARM ROAD, A DISTANCE OF 96.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 6,098,401.87 S.F.± OR 140.00 ACRES MORE OR LESS.

TOGETHER WITH

PARCEL 2:

PORTIONS OF SECTION 10 AND 11, TOWNSHIP 40 SOUTH, RANGE 38 EAST, LYING BETWEEN THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 76, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 7 AT PAGE 47 AND THE SOUTHERLY RIGHT-OF-WAY OF THE ST. LUCIE CANAL, ACCORDING TO THE PLAT, AS RECORDED IN PLAT BOOK 2 AT PAGE 35, BOTH OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF SPILLWAY "D", AS SHOWN ON SHEET 3, OF THE AFORESAID PLAT OF THE ST. LUCIE CANAL; THENCE RUN SOUTH 73 DEGREES 07 MINUTES 38 SECONDS EAST, ALONG THE SAID SOUTHERLY RIGHT-OF-WAY, FOR A DISTANCE OF 430.06 FEET; THENCE RUN SOUTH 16 DEGREES 52 MINUTES 22 SECONDS WEST, FOR A DISTANCE OF 133.00 FEET; THENCE RUN NORTH 73 DEGREES 07 MINUTES 38 SECONDS WEST, ALONG THE SAID NORTHERLY RIGHT-OF-WAY, FOR A DISTANCE OF 430.06 FEET; THENCE RUN NORTH 16 DEGREES 52 MINUTES 22 SECONDS EAST, ALONG THE SOUTHEASTERLY LINE OF SAID SPILLWAY "D", FOR A DISTANCE OF 133.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 57,196.65 SQUARE FEET OR 1.31 ACRES

TOGETHER WITH

PARCEL 3

A PARCEL OF LAND LYING IN SECTION 9 TOWNSHIP 40 SOUTH, RANGE 38 EAST, MARTIN COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SECTION 9, TOWNSHIP 40 SOUTH, RANGE 38 EAST, BEING ALSO THE NORTHWEST CORNER OF SECTION 10, SAID CORNER BEING MARKED BY A 4" X 4" CONCRETE MONUMENT AS SHOWN ON CERTIFIED CORNER RECORD NUMBER 092879;

THENCE SOUTH 00°04'04" EAST, ALONG THE EAST LINE OF SAID SECTION 9, A DISTANCE OF 128.61 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 76 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 89060-2101, BEING A 100 FOOT RIGHT-OF-WAY AS LAID OUT AND IN USE, ALSO KNOWN AS SW KANNER HIGHWAY; THENCE SOUTH 79°19'55" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 275.28 FEET TO THE INTERSECTION WITH THE EAST LINE OF SPILLWAY "C", ST. LUCIE CANAL, AS RECORDED IN PLAT BOOK 10, PAGE 84, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE NORTH 10°40'05" WEST, ALONG SAID EAST LINE, A DISTANCE OF 133.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID ST. LUCIE CANAL; THENCE NORTH 79°19'55" EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 263.75 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 9; THENCE NORTH 89°56'02" EAST, ALONG SAID NORTH LINE, A DISTANCE OF 35.80 FEET TO THE POINT OF BEGINNING.

CONTAINING 38,147.76 S.F.± OR 0.88 ACRES MORE OR LESS.

TOGETHER WITH

PARCEL 4

A PARCEL OF LAND LYING WITHIN A PORTION OF SECTIONS 3, 4, 9, 10 AND 11, TOWNSHIP 40 SOUTH, RANGE 38 EAST AND ALL OF SECTIONS 14, 15, 22, 23, 26 AND 27, TOWNSHIP 40 SOUTH, RANGE 38 EAST. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT A POINT ON THE SOUTH RIGHT OF WAY LINE OF STATE ROAD 76 AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 89060-2101, A 100 FOOT RIGHT-OF-WAY AS LAID OUT AND IN USE, ALSO KNOWN AS SW KANNER HIGHWAY THAT INTERSECTS THE EAST LINE OF SAID SECTION 9; THENCE NORTH 79°19'55" EAST, ALONG THE SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1276.15 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID SECTION 10, BEING ALSO THE SOUTH LINE OF SECTION 3, TOWNSHIP 40 SOUTH, RANGE 38 EAST, MARTIN COUNTY FLORIDA; THENCE CONTINUE NORTH 79°19'55" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 136.80 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3770.33 FEET; THENCE ALONG THE ARC OF SAID CURVE, AND SAID SOUTH RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE

OF 19°06'47" FOR A DISTANCE OF 1257.72 FEET TO THE INTERSECTION WITH A LINE THAT IS 15.13 FEET WEST OF AND PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 3; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 00°39'18" WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 43.10 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 3 SAID POINT IS SOUTH 89°43'51" WEST, A DISTANCE OF 2640 FEET, AS MEASURED ALONG SAID SOUTH LINE, FROM THE SOUTHWEST CORNER OF SAID SECTION 3; THENCE NORTH 89°43'51" EAST, ALONG THE SOUTH LINE OF SAID SECTION 3, BEING ALSO THE NORTH LINE OF SAID SECTION 10, A DISTANCE OF 232.99 FEET TO THE INTERSECTION WITH SAID SOUTH RIGHT-OF-WAY LINE OF SW KANNER HIGHWAY AND THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 3770.33 FEET, A CHORD WHICH BEARS SOUTH 75°30'59" EAST, WITH A CHORD DISTANCE OF 322.03 FEET; THENCE ALONG THE ARC OF SAID CURVE AND SAID SOUTH RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 4°53'43" FOR A DISTANCE OF 322.13 FEET; THENCE SOUTH 73°07'29" EAST, ALONG THE SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 1390.76 FEET TO THE WESTERLY LINE OF SPILLWAY "D" AS SHOWN ON THE DEPARTMENT OF THE ARMY, OKEECHOBEE WATERWAY, FLORIDA ST. LUCIE CANAL PORTION, SURVEY FOR LOCATION OF RIGHTS-OF-WAY SHEET 3 OF 53, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 10, PAGE 84 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA ; THENCE SOUTH 16°52'31" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 167.00 FEET TO THE SOUTHWEST CORNER OF SAID SPILLWAY "D"; THENCE SOUTH 73°07'29" EAST, ALONG THE SOUTHERLY LINE OF SPILLWAY "D", A DISTANCE OF 600.00 FEET TO THE SOUTHEAST CORNER OF SAID SPILLWAY "D"; THENCE NORTH 16°52'31" EAST, ALONG THE EASTERLY LINE OF SAID SPILLWAY "D", A DISTANCE OF 167.00 FEET TO THE INTERSECTION WITH SAID SOUTH RIGHT-OF-WAY LINE OF SW KANNER HIGHWAY; THENCE SOUTH 73°07'29" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE A DISTANCE OF 5388.76 FEET TO THE INTERSECTION WITH THE WESTERLY LINE OF SPILLWAY "E", AS RECORDED IN SAID PLAT BOOK 10, PAGE 84 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 16°52'31" WEST, ALONG SAID WESTERLY LINE, A DISTANCE OF 167.00 FEET TO THE SOUTHWEST CORNER OF SAID

SPILLWAY "E"; THENCE SOUTH 73°07'29" EAST, ALONG THE SOUTHERLY LINE OF SPILLWAY "E", A DISTANCE OF 400.00 FEET TO THE SOUTHEAST CORNER OF SPILLWAY "E"; THENCE NORTH 16°52'31" EAST, ALONG THE EASTERLY LINE OF SPILLWAY "E", A DISTANCE OF 146.90 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 11, TOWNSHIP 40 SOUTH, RANGE 38 EAST; THENCE SOUTH 00°37'52" EAST, ALONG SAID EAST LINE, A DISTANCE OF 2929.39 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 11 BEING ALSO THE NORTHEAST CORNER OF SAID SECTION 14; THENCE SOUTH 00°32'21" EAST, ALONG THE EAST LINE OF SAID SECTION 14, A DISTANCE OF 5298.88 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 14 BEING ALSO THE NORTHEAST CORNER OF SAID SECTION 23; THENCE SOUTH 00°18'31" EAST, ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 23, A DISTANCE OF 2639.65 FEET TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 23; THENCE SOUTH 00°18'15" WEST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 23, A DISTANCE OF 2638.91 TO THE SOUTHEAST CONER OF SAID SECTION 23, BEING ALSO THE NORTHEAST CORNER OF SECTION 26; THENCE SOUTH 00°04'00" WEST ALONG THE EAST LINE OF THE NORTHEAST ONE-QUARTER (1/4) OF SAID SECTION 26, A DISTANCE OF 2639.58 FEET TO THE EAST ONE-QUARTER (1/4) CORNER OF SAID SECTION 26; THENCE SOUTH 00°04'42" WEST, ALONG THE EAST LINE OF THE SOUTHEAST ONE-QUARTER (1/4) OF SAID SECTION 26, A DISTANCE OF 2639.58 FEET TO THE SOUTHEAST TO THE SOUTHEAST CORNER OF SAID SECTION 26, BEING ALSO THE NORTHEAST CORNER OF SECTION 35, TOWNSHIP 40 SOUTH, RANGE 38 EAST; THENCE SOUTH 89°48'33" WEST, ALONG THE SOUTH LINE OF SAID SECTION 26, A DISTANCE OF 5311.60 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 26, BEING ALSO THE SOUTHEAST CORNER OF SECTION 27, TOWNSHIP 40 SOUTH, RANGE 38 EAST, MARTIN COUNTY, FLORIDA; THENCE SOUTH 89°36'28" WEST, ALONG THE SOUTH LINE OF SAID SECTION 27, A DISTANCE OF 5300.26 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 27; THENCE NORTH 00°19'09" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 27, A DISTANCE 2636.48 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 27; THENCE NORTH 00°19'27" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 27, A DISTANCE OF 2636.60 FEET TO THE NORTHWEST CORNER

OF SAID SECTION 27, BEING ALSO THE SOUTHWEST CORNER OF SECTION 22, TOWNSHIP 40 SOUTH, RANGE 38 EAST; THENCE NORTH 00°19'56" WEST, ALONG THE WEST LINE OF SAID SECTION 22, A DISTANCE OF 5319.39 FEET TO THE NORTHWEST CORNER OF SAID SECTION 22, BEING ALSO THE SOUTHWEST CORNER OF SECTION 15, TOWNSHIP 40 SOUTH, RANGE 38 EAST; THENCE NORTH 00°31'20" WEST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 2657.77 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 15; THENCE NORTH 00°31'08" WEST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 15, A DISTANCE OF 2656.26 FEET TO THE NORTHWEST CORNER OF SAID SECTION 15, BEING ALSO THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 40 SOUTH, RANGE 40 EAST, THENCE SOUTH 89°36'03" WEST, ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 9, A DISTANCE OF 661.99 FEET TO THE INTERSECTION OF THE WEST LINE OF THE EAST QUARTER OF THE EAST HALF OF SAID SECTION 9; THENCE NORTH 00°07'11" WEST, ALONG SAID WEST LINE, A DISTANCE OF 4926.81 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID SW KANNER HIGHWAY; THENCE NORTH 79°19'55" EAST, ALONG SAID SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 20.79 FEET TO THE INTERSECTION OF THE WEST LINE OF SPILLWAY "C" AS RECORDED IN SAID PLAT BOOK 10, PAGE 84, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA; THENCE SOUTH 10°40'05" EAST, ALONG SAID WEST LINE, A DISTANCE OF 167.00 FEET TO THE SOUTHWEST CORNER OF SAID SPILLWAY "C"; THENCE NORTH 79°19'55" EAST, ALONG THE SOUTH LINE OF SAID SPILLWAY "C", A DISTANCE OF 400.19 FEET TO THE SOUTHEAST CORNER OF SAID SPILLWAY "C"; THENCE NORTH 10°40'05" WEST, ALONG THE EAST LINE OF SAID SPILLWAY "C", A DISTANCE OF 167.00 FEET TO THE INTERSECTION OF THE SAID SOUTH RIGHT-OF-WAY LINE OF SW KANNER HIGHWAY; THENCE NORTH 79°19'55" EAST, ALONG SAID SOUTH RIGHT-OF-WAY, A DISTANCE OF 256.57 FEET TO THE EAST LINE OF SAID SECTION 9, BEING ALSO THE WEST LINE OF SAID SECTION 10 AND THE POINT OF BEGINNING.

CONTAINING 5,032.06 ACRES MORE OR LESS

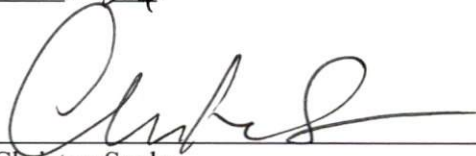
TOTAL ACREAGE: 5722.30 ACRES MORE OR LESS.

EXHIBIT B

OWNERSHIP CERTIFICATE

I, Christen Spake, a member of the Florida Bar, hereby certify that the record title to the property described in Exhibit A to the Planned Unit Development Zoning Agreement dated the 30th day of April, 2026 by and between Florida Power & Light Company, a Florida corporation, and Village of Indiantown, a political subdivision of the State of Florida is in the ownership of Florida Power & Light Company, a Florida corporation, as of the 21st day of April, 2026

Dated this 30th day of April, 2026



Christen Spake
Florida Bar # 72857
Gunster, Yoakley & Stewart, PA
800 SE Monterey Commons Boulevard, Suite 200
Stuart, Florida 34996

EXHIBIT C

UNIFIED CONTROL

The undersigned, being the owner of the property described in Exhibit A, to the Planned Unit Development Zoning Agreement (PUD Agreement) dated the 30th day of April, 2026 between Florida Power & Light Company, a Florida corporation, and Village of Indiantown, a political subdivision of the State of Florida, 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 Village Council of Indiantown, 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 Village Council of Indiantown, 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.

OWNER

Witnesses

[Signature]
Name

[Signature]
Name

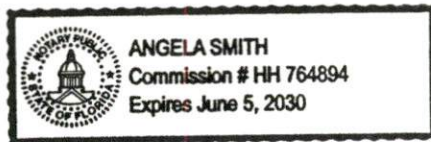
Florida Power & Light Company, a Florida corporation

By: [Signature]
Timothy Oliver, as Vice President of Development

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or [] online notarization, this 30th day of APRIL, 2026, by Timothy Oliver, as Vice President of Development of Florida Power & Light Company, a Florida corporation, 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 30th day of APRIL, 2026

(Notarial Stamp)



[Signature]

Notary Public

My Commission Expires: JUNE 5, 2030

EXHIBIT D

Master site plan as approved by Village Council to be attached as Exhibit D.

A schematic diagram of a typical aerial service area. The diagram shows a rectangular area divided into several horizontal zones. From top to bottom, these zones are: a dashed line, a solid line, a dashed line, a solid line, a dashed line, a solid line, and a dashed line. Below these lines, there are labels with arrows pointing to specific features: 'ST. LUCIE CHANNEL ROW LIMITS' points to the first dashed line; 'ROW EXCEEDED ROW LIMITS' points to the first solid line; 'PUD BOUNDARY LINE' points to the second dashed line; 'PUD LANDSCAPE BARRIER ROW LIMITS' points to the second solid line; 'ROW EXCEEDED ROW LIMITS' points to the third solid line; '150' ROW-UTILITY BARRIER BOUNDARY' points to the third dashed line; and 'ROW EXCEEDED ROW LIMITS' points to the third solid line. The entire diagram is labeled 'TYPICAL AERIAL SERVICE' on the left side.



--	--	--	--	--	--	--

ORO GROVES P
PREPARED FOR
POWER & LIGHT CO

R SITE PLAN

KHA PROJECT 144196173
DATE 04/09/26
SCALE AS SHOWN

Kimley-Horn
© 2028 KIMLEY-HORN
1815 S. CONANT
DELRAY BEACH, FL 33435
PHONE: 561-330-0000
WWW.KIMLEY-HORN.COM

»» Horn
HORN AND ASSOCIATES, INC.
GRESS AVE., SUITE 201,
ACH, FLORIDA 33445
-2345 FAX: 561-863-8175
L.COM REGISTRY NO. 35106

[illegible][illegible]

MASTER SITE PLAN

Kimley»»Horn
© 2028 KIMLEY-HORN AND ASSOCIATES, INC.
1815 S. CONGRESS AVE, SUITE 201,
DELRAY BEACH, FLORIDA 33445
PHONE: 561-330-2345 FAX: 561-863-8175
WWW.KIMLEY-HORN.COM REGISTRY NO. 35108

No.	REVISIONS	DATE	BY

- C2.04

EXHIBIT E

TIMETABLE FOR DEVELOPMENT

- A. Final site plan approval for Phase 1 of Project must be obtained within 24 months of the master site plan approval.
- B. Construction must commence within twenty-four (24) months of each final site plan approval, subject to extensions of time as requested by OWNER and agreed by VILLAGE.
- C. The last final site plan of the Project must be approved within 180 months of master site plan approval.
- D. The term of the Project may be extended by agreement of OWNER, its successors or assigns, and VILLAGE. Expiration of the Project may impact an owner's ability to continue to build-out the Project, only, and shall not cause any improvements and/or uses developed and operated in accordance herewith to become illegal, nonconforming, or otherwise subject to objection or challenge by VILLAGE or any other party or entity.
- E. Phases of the Project may be approved and constructed in non-sequential order and/or concurrently, provided that supporting site infrastructure for a particular phase or site-improvement shall be completed in advance of, or constructed concurrently with, improvements in the subject phase.
- F. At least one (1) final site plan for an employment-generating use shall be submitted within five (5) years of the Effective Date of this Agreement.
- G. Development shall be phased in a manner that ensures supporting infrastructure, including roadway improvements, utilities, and stormwater systems, are constructed concurrently with or in advance of each phase. No phase shall be approved unless adequate infrastructure capacity is available or committed to serve that phase.

EXHIBIT F

SPECIAL CONDITIONS

1. ADDITIONAL REQUIREMENTS

The Project shall comply with all requirements of the Village of Indiantown Comprehensive Plan as of the Effective Date. Except as specifically stated to the contrary within this PUD Agreement, the Project shall comply with all requirements of the Village of Indiantown Land Development Regulations, Part III, Appx. B, Village Code ("LDRs") as they stand on the Effective Date, except that mobility or impact fees, and service connection fees, shall be assessed at the then-current level at the time of building permit. Applicants within the Project shall obtain all permits required by outside agencies and bodies having jurisdiction prior to commencing construction. Off-site infrastructure improvements needed to mitigate impacts of development within a final site plan shall be included as conditions of approval within the development order for the applicable final site plan.

2. DRAINAGE/STORMWATER MANAGEMENT

- A. It shall be an applicant's sole responsibility to obtain the necessary drainage/stormwater management permits from the South Florida Water Management District (SFWMD) or Florida Department of Environmental Protection (FDEP), whichever has jurisdiction. In no event shall VILLAGE bear the responsibility for aiding an applicant in obtaining permits from the SFWMD or FDEP or funding the improvements necessary to develop the Project.
- B. In order to ensure that the drainage/stormwater management system for each phase functions as designed and permitted in perpetuity, OWNER, OWNER's successors and/or assigns, or any property owners' association ("POA") that is responsible for same shall maintain the phase's drainage/stormwater management system according to the Stormwater Management System Maintenance Plan to be submitted with the final site plan application for such phase. The Maintenance Plan will provide that OWNER, OWNER's successors and/or assigns, or POA shall be responsible for performing the specific inspections and maintenance operations on the stormwater management system on-site and off-site as approved at final site plan approval for such phase in order to ensure it functions as intended and as approved by VILLAGE. Neither VILLAGE nor the SFWMD or FDEP shall have any responsibility in maintaining the systems.

3. EFFLUENT IRRIGATION

OWNER may elect to accept or not accept, in its sole discretion, wastewater effluent (also reclaimed water) for irrigation, in sufficient quality and quantity in accordance with the South Florida Water Management District and Florida Department of Environmental Protection rules, at such rates and charges as may then be charged by the utility, for each final site plan in the Project. It shall be the OWNER'S sole responsibility to obtain the necessary permits and extend the reclaimed water main to the site for connection of the irrigation system should OWNER elect to accept wastewater effluent (also reclaimed water) for irrigation. If wastewater effluent (also reclaimed water) for irrigation is accepted by OWNER for a particular final site plan, then OWNER shall design the irrigation system within the final site plan to accommodate spray irrigation with wastewater effluent and provide adequate area for storage of such effluent.

4. EMERGENCY / CONSTRUCTION ACCESS

The permanent emergency access indicated on the master site plan or final site plans shall be primarily for emergency vehicles; if gates are featured, a radio activated remote access system and/or Knox switches or locks approved by the Fire Marshal are required. OWNER shall secure the emergency access and control access to same in a manner acceptable to VILLAGE. The temporary construction access indicated on the master site plan or final site plans shall be primarily for construction equipment and material delivery vehicles and shall be removed or converted to a permanent access prior to the issuance of the project's final Certificate of Occupancy.

5. PROTECTED LANDS AND SPECIES

At the time of, or prior to, final site plan approval, an applicant shall ensure that wetland areas are identified and delineated, and protected or mitigated as required by the applicable jurisdictional agencies. Prior to issuance of site development permits, applicant shall obtain all applicable jurisdictional permits with regard to state and/or federal listed 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 Project, OWNER shall cease all activities which might negatively affect that individual or population and immediately notify Village of Indiantown, 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.

6. FIRE PROTECTION

FIRE PROTECTION

Prior to approval of each final site plan in the Project, Fire Department access and water supply shall comply with Florida Fire Prevention Code Latest Adopted Edition, NFPA 1 Uniform Fire Code Chapter 18, NFPA 101 Life Safety Code.

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 be maintained.

Gated subdivisions or developments must be equipped with a radio activated remote access system or Knox Lock to allow emergency access into the community, subdivision, or development. In addition, a key switch system shall be installed as a secondary access system.

WATER SUPPLY AND NEEDED FIRE FLOW REQUIREMENT FOR BUILDINGS

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. Where no adequate or reliable water distribution system exists, all inhabitable structures greater than 1000 square feet shall have automatic fire sprinklers system in accordance with the requirements of the National Fire Protection Association NFPA 13, NFPA 13R, NFPA 13D standards. Utility uses owned by an entity regulated by the Florida Public Service Commission are exempt from this provision.

7. IRRIGATION

Irrigation for the Project will be supplied by well.

8. SCHOOL IMPACT

This project does not include any residential units and therefore does not generate school impacts.

9. TEMPORARY CONSTRUCTION OFFICES

OWNER may establish and maintain on the property temporary construction office(s), in a location or locations approved by the Community and Economic Development Director, during the period that the property is being developed and until six (6) months following the issuance of the last certificate of occupancy, with right to extend for an additional six (6) months upon written notice of OWNER delivered to the Community and Economic Development Director. A bond for the removal of the construction office shall be supplied to VILLAGE.

10. TRANSPORTATION

A detailed traffic analysis, including intersection operational analysis and access design evaluation (including turn lane warrants), shall be submitted with each application for final site plan approval. Said traffic analysis shall also set forth all previously committed trips generated by approved development within the Project, and shall demonstrate that the anticipated trip generation associated with the application under review does not cause the cumulative number of trips within the Project to exceed a sum equal to the number of trips generated by two million (2,000,000) square feet of general light industrial use, as provided for in the Traffic Analysis for the Future Land Use Amendment. Where impacts are identified, the applicant shall be responsible for implementing mitigation measures, including but not limited to turn lane improvements, signalization, proportionate share payments, or other operational enhancements, as necessary to mitigate the impacts of the development proposed in the application at issue.

11. USES AND DEVELOPMENT STANDARDS

- A. Uses within the Project may include, subject to the terms and conditions in this PUD Agreement, all uses permitted within the Light Industrial Zoning District (LI) as of the Effective Date except residential units, together with such accessory uses as are necessary to support them, and existing agricultural uses, including without limitation the existing farm use, and other agricultural uses as may be undertaken from time to time including without limitation groves, row crops, ranching, livestock, related agricultural animal production, subject to the abandonment provisions of Section 1-12(1)(f), Village LDRs; all together with other uses of similar nature and intensity as administratively determined pursuant to Section 3-3.2, Village LDRs.
- B. Except as provided for within this PUD Agreement, the requirements of Section 3-2.9, Village LDRs, Light Industrial zoning district (LI), as modified below (shown in strikethrough/underline format), shall apply to the development of the Project:

Sec. 3-2.9. - Light Industrial Zoning District (LI).

The Light Industrial zoning district is intended to accommodate manufacturing

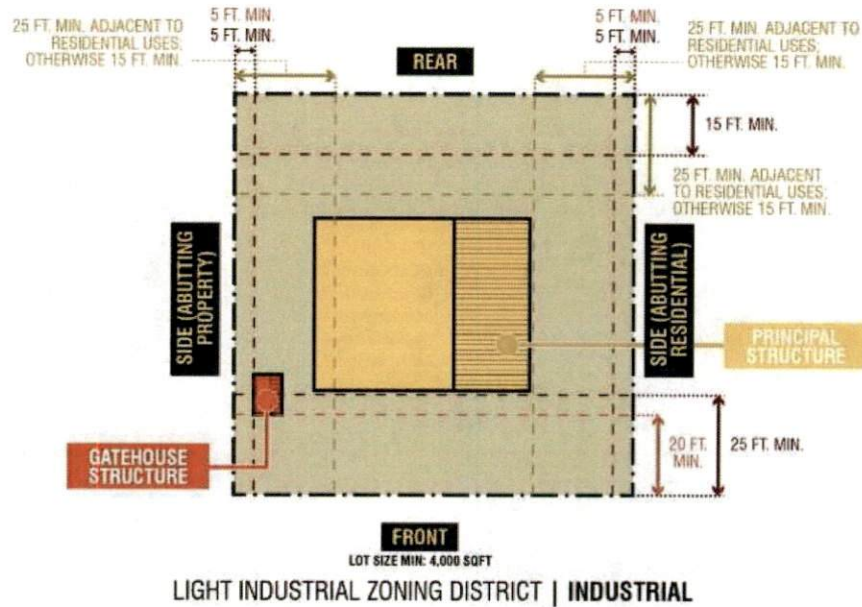
businesses and activities which do not have a substantial impact on adjacent uses, together with complementary commercial activities. Allowable uses in this zoning district include research and development, small-scale production, assembly, warehousing and other uses which do not use hazardous materials and processes or create noise, smoke, vibration, and dust (see Use Table in Division 3 of this chapter for additional details and specific uses).

Intensity: Maximum floor area ratio for Light Industrial is 2.0. This zoning district enables the Light Industrial Future Land Use Designation.

Table 10. LI Dimensional Regulations		
Development Standards	Industrial Development	Mixed-Use Development
LOT DIMENSIONS:		
Lot Size, Min (square feet)	4,000	10,000
Lot Width, per Chapter 2 (feet)	n/a	n/a
Lot Depth, Min (feet)	n/a	n/a
LOT COVERAGE:		
Lot Coverage, Max (percent)	80	80
BUILDING HEIGHT:		
Building Height, Max (feet)*	50	50
Building Height, Max (stories)*	3 4	4
INTENSITY:		
Floor Area Ratio (FAR)**	2.0	n/a
BUILDING PLACEMENT:		
Front Setback, Min (feet) Principal	25	25
Front Setback, Min (feet) Gatehouse	20	20
Side Setback, Min (feet)	5***	10
Rear Setback, Min (feet) Principal	15***	25
Rear Setback, Min (feet) Accessory	15***	10
*Additional height may be approved administratively (see below), and there is an Option for Green and Sustainable Development height increase (section 3-6.8). **Green and Sustainable Development may allow for a reduction in square footage counted towards FAR (section 3-6.8). ***Where a side or rear setback is adjacent to residential, the setback is increased to 25 feet. Principal and accessory setbacks are the same, except as otherwise noted.		

Height in Light Industrial: Structures taller than 50 feet or over ~~four~~ three stories may be permitted administratively where the applicant for the project can show the following:

1. The proposed additional height of the building or structure will not increase the noise, vibration, smoke or dust generated by the use;
2. The building or structure will not create a danger to air traffic;
3. The building or structure is set back an adequate distance from any property line to ensure the collapse of the structure will not impact surrounding properties; and
4. The proposed building or structure meets all other code requirements.



[Mixed Use Diagram Removed.]

Performance Standards: It is the intent of these regulations to prevent development that creates noxious or hazardous conditions. Any use permitted in the Light Industrial zoning district must also comply with section 3-6.9, industrial performance standards, except as modified in this PUD Agreement. The Village Manager or designee may require a signed and sealed report from an appropriately qualified certified engineer stating that required performance standards will be met.

Green and Sustainable Development Incentives: Development in the Light Industrial zoning district may achieve a greater height and number of stories by meeting the requirements for Green and Sustainable Development, found in Chapter 3, section 3-6.8, Green and Sustainable Development Standards.

- C. Impervious area within the Project shall not exceed 80% of the gross land area, and a minimum of 20% of the gross land area shall be pervious.
- D. The setbacks set forth above are supplemented by the requirements in the table below, and in the event of any conflict between the table in this Section 11.D., below, and the setbacks specified in Section 11.B, above, the requirements of the table in this Section 11.D, below, shall govern:

Building Setbacks	Utility Use: Building Setbacks from Lot Boundary*	Non-Utility Use: Building Setbacks from Project Boundary SOUTH OF ST LUCIE CANAL	Non-Utility Use: Building Setbacks from Project Boundary NORTH OF ST LUCIE CANAL
Front	25 ft	100 ft	50 ft
Side	15 ft	100 ft	50 ft
Rear	25 ft	100 ft	50 ft

** Provided the requirements of Section 11.F, below, are satisfied by the utility use. If not, the non-utility use setbacks set forth above shall apply.*

- E. Utility uses owned by a utility regulated by the Florida Public Service Commission, such as power generation and storage, back-up power generation and fuel storage, solar and/or battery energy facilities, electric sub-stations, electrical transmission and distribution facilities (overhead and below ground), and associated ancillary facilities such as administration or maintenance buildings do not require setbacks from one another under this PUD Agreement. The setback requirements set forth in Section 11.D, above, shall determine setbacks applicable along the external boundary of the Project. Access pathways within utility uses may be unpaved, cleared paths, the minimum stabilized width of which shall be twelve-feet (12'), and wider access pathways may be constructed in the utility's discretion. Installation of (or payment in lieu of) sidewalks, site or street lighting, landscaping, water or sewer utility connections, and other improvements and/or requirements shall not be imposed on utility uses owned by a utility regulated by the Florida Public Service Commission. With regard to utility uses owned by a utility regulated by the Florida Public Service Commission, Electric and Magnetic Fields shall be governed exclusively by Chapter 62-814, Florida Administrative Code.
- F. Sound levels from a facility shall be subject to the requirements of Chapter 67, Article 10, Village of Indiantown Transitional Code of Ordinances¹ ("Village Transitional Code"), and in particular subject to the maximum sound levels set forth in Section 67.306, Village Transitional Code, as adapted, and revised to equalize Institutional noise levels with Residential noise levels, as set forth in paragraph 1 below, and as otherwise set forth in this PUD Agreement:

1. Maximum noise level by receiving land use designation.

Maximum permissible sound levels by receiving land use are set forth in table 1. It shall be unlawful to operate or cause to be operated any source of sound or to project a sound or noise across a real property boundary in such a manner as to create a sound level which exceeds the limits set forth for the receiving land use designation in table 1 when measured at or within the property line of the receiving land use designation.

TABLE 1

Land Use Designation	Time	Maximum Noise Levels
Institutional Includes the following designations: General Institutional, Recreational, and Public Conservation	7:00 a.m.—9:00 p.m. 9:00 p.m.—7:00 a.m.	60 dB(A) 55 dB(A)
Residential Includes the following designations: Rural, Estate, Low, Medium, High and Mobile Home Densities	7:00 a.m.—9:00 p.m. 9:00 p.m.—7:00 a.m.	60 dB(A) 55 dB(A)
Commercial	7:00 a.m.—9:00 p.m.	65 dB(A)

¹ Note: Pursuant to Section 11(5) of Ch. 195-2017, Laws of Florida, the ordinances of Martin County, Florida, in place on November 8, 2017, became the transitional ordinances of the Village of Indiantown, subject to modification or repeal by the Village Council pursuant to applicable Florida law.

Includes the following designations: General, Limited, COR, and Waterfront Commercial	9:00 p.m.—7:00 a.m.	60 dB(A)
Industrial	7:00 a.m.—9:00 p.m.	70 dB(A)
	9:00 p.m.—7:00 a.m.	65 dB(A)
Agricultural	7:00 a.m.—9:00 p.m.	70 dB(A)
	9:00 p.m.—7:00 a.m.	65 dB(A)

- a. Residential developments within an agricultural land use designation shall be subject to the decibel level thresholds for residential land use designations.
- b. *District boundaries.* When a noise source can be identified and its noise measured in more than one land use designation, the pressure level limits of the most restrictive use district shall apply at that designation boundary.
- c. *Correction for intermittency.* If the character of the sound is not steady, an exception to the above provisions may be made as follows:

TABLE 2

Character of Sound	Correction Applied to Sound Pressure Level Limit dB(A)
Source operates continuously 1 minute or less in any hour	+15*
Source operates continuously 5 minutes or less in any hour	+10*
Source operates continuously 15 minutes or less in any hour	+5*
Source of repetitive impulse character	-5
Source has pure tone or is of cyclically varying amplitude	-5

*Apply one correction only

2. The operation of generators shall comply with all state and federal permit and regulatory requirements, and operation of generators during power emergencies shall be exempt from these radiated noise requirements.
3. Post construction, each facility shall provide an annual sound study, if requested by the Village.
4. Violations of this Subsection 11.F. shall be subject to the provisions of this PUD Agreement, including, without limitation, provisions concerning Annual Review, Events of Default, Remedies Upon Default, and Enforcement, provided however, that the parties recognize that remedial sound mitigation can take more than 30 days to accomplish. Accordingly, violations of this Subsection 11.F. shall be subject to the following additional requirements: The Village shall provide written notice to the facility owner of a violation of this Subsection 11.F., citing the specific violations. The facility owner shall have 90 days (subject to extension for good cause shown) from receipt of such notice to either demonstrate compliance with this Subsection 11.F., or to submit a sound mitigation plan to the Village that will bring the subject facility into compliance. Within 90 days after submission of the sound mitigation plan, facility

owner shall implement measures to bring the subject facility into compliance with this Section 11.F. In the event the Village determines that facility owner has failed to bring the facility into compliance with this Subsection 11.F. in accordance with the requirements of this paragraph, the Village may, upon 30 days prior written notice to the facility owner of such determination and intention to do so, pursue all available remedies at law and in equity under this PUD Agreement or applicable law, including, without limitation, injunctive relief requiring that the subject facility be brought into compliance with this Subsection 11.F.

5. All mechanical equipment, including generators, chillers, and cooling systems, shall comply with the standards set forth herein.
 6. Backup generators may be tested only during daytime hours, except during emergencies.
 7. A noise study shall be submitted with each final site plan demonstrating compliance with all applicable noise standards.
- G. For utility facilities regulated by the Florida Public Service Commission, lighting shall meet illumination level in accordance with applicable National Electric Safety Code (NESC) and the design standards of the applicable state-regulated utility for security, operational, maintenance, and emergency purposes, only. Such lighting shall be directed downward and designed to minimize glare and light trespass onto adjacent properties.
- H. Prior to approval of each final site plan, the applicant shall submit a signed and sealed report from a qualified engineer demonstrating compliance with all applicable performance standards, including but not limited to noise, vibration, air quality, and electromagnetic interference. Where applicable, additional studies or technical analyses may be required at the time of final site plan review to demonstrate compliance with these standards based on the specific use proposed.
- I. The Project shall comply with all applicable industrial performance standards set forth in the Village of Indiantown Land Development Regulations, including, but not limited to, Section 3-6.9, Village LDRs, except to the extent specific exceptions or alternative standards are set forth herein.

12. WATER/WASTEWATER:

Water and wastewater services for each phase of the Project shall be provided by the Village, subject to available capacity, and subject to a water/wastewater developer's agreement with the Village, in its capacity as water and wastewater service provider. The water/wastewater developer's agreement shall identify all new infrastructure including transmission and distribution line and other facilities needed for servicing Project, as well as costs and fees such as capital connection fees related to the development of the Project. In the event the Village cannot provide wastewater service to a phase of the Project upon the phase's anticipated completion due to lack of available capacity, wastewater service for such phase of the Project, if and when required, may be temporarily provided by a septic system or an on-site package plant owned and operated by the owner of such phase of the Project, at the election of such owner, until such time that there is no longer a lack of available capacity. In the event the Village cannot provide water service to a phase of the Project upon the phase's anticipated completion due to lack of available capacity, water service for such phase of the Project, if and when required, may be temporarily provided by private withdrawal facility owned and operated by the owner of such phase of the Project, at the election of such

owner, until such time that there is no longer a lack of available capacity. For the avoidance of doubt, the preceding two sentences do not constitute Village's consent to, or waiver of Village's rights to object to, the issuance of a certificate of authorization to provide water or wastewater service under Chapter 367, Florida Statutes. Utility uses owned by a utility regulated by the Florida Public Service Commission shall not be required to connect to water and/or wastewater service. At the time of final site plan approval, reservation and/or pre-reservation of water and wastewater capacity for any use requiring such service shall be demonstrated by an applicant.

13. VISUAL SCREENING

- A. All utility infrastructure, substations, generators, and mechanical equipment shall be screened from public rights-of-way and adjacent residentially zoned land through use of any one, or a combination, of the following:
 - Opaque walls
 - Berming
 - Dense landscaping
- B. Where industrial development abuts public rights-of-way and adjacent residentially zoned land, enhanced buffers shall be required, which may consist of any one, or a combination, of the following, or other mechanism mutually agreed by applicant and the Community and Economic Development Director: increased buffer width, berming, additional landscaping.
- C. Buffer design shall be evaluated at final site plan stage based on the scale and intensity of the proposed use.

14. LIGHTING

- A. Outdoor lighting shall be fully shielded and directed downward.
- B. Lighting plans shall demonstrate no off-site glare or spillover onto adjacent properties.

15. UTILITY INFRASTRUCTURE AND CIVIL ENGINEERING DISCLOSURE

- A. Each final site plan shall include a utility demand analysis identifying:
 - i. Electrical Demand (megawatt)
 - ii. Water demand (potable and non-potable)
 - iii. Wastewater generation
- B. Each final site plan shall be accompanied by civil engineering construction plans, to include paving, grading, and drainage plans, and stormwater calculations, to demonstrate compliance with applicable Village regulations.
- C. Development shall not proceed unless adequate capacity is demonstrated (whether private or public) or legally committed.

16. EMERGENCY POWER AND GENERATOR CONTROLS

- A. Backup generators shall:

- Meet all applicable air quality standards,
- Utilize best available emissions control technology, and
- Be located and oriented to minimize off-site impacts

B. Fuel storage shall comply with all applicable safety and environmental regulations.

17. SECURITY AND ACCESS CONTROL

- A. Industrial uses, including data centers, may include perimeter security fencing and controlled access.
- B. Security features shall be designed to avoid creating a visually incompatible or fortified appearance along public frontages, except where required for public utility.

18. ENVIRONMENTAL AND RESILIENCY STANDARDS

- A. All development shall incorporate resiliency measures addressing
- Flood protection,
 - Storm hardening, and
 - Critical infrastructure protection.
- B. Critical facilities shall be designed to remain operational during extreme weather events where feasible.

19. TRUCK ROUTING AND OPERATIONAL CONTROLS

- A. Heavy vehicle access routes shall be identified at final site plan stage and designed to minimize impacts on local roadways and residential areas.
- B. Delivery hours, staging areas, and on-site circulation shall be designed to avoid off-site queueing and congestion.

20. CONSTRUCTION IMPACT MANAGEMENT

- A. Prior to commencement of construction, a construction management plan shall be submitted addressing:
- Construction access points
 - Dust control measures
 - Construction hours
 - On-site staging areas
- B. Construction activities shall be conducted in a manner that minimizes impacts to adjacent properties and roadways.

21. PUBLIC BENEFITS

By this Agreement, development within the Project will provide the following public benefits:

- A. **Enhanced Buffers and Compatibility Measures.** OWNER has provided enhanced landscape buffers that exceed the minimum standards set forth in the Village LDRs. OWNER has further incorporated into the design of the Project berms, walls, and dense vegetation for visual screening, together with design measures intended to reduce noise and light impacts on surrounding properties. For non-public utility uses, enhanced perimeter buffering shall be provided along all public roadways and adjacent properties exterior to the PUD boundary. Such enhanced perimeter buffering may include increased setbacks, berming, and/or native landscaping. The quantity of tree and shrub plantings may exceed minimum LDR requirements based on location or intensity of proposed use.
- B. **Transportation and Mobility Enhancements.** Development within the Project will provide improvements to access points and internal circulation within and serving the PUD that enhance traffic safety and efficiency, utilizing benefits such as intersection improvements, turn lanes, or roadway enhancements, or contributions toward same, as warranted by applicable traffic studies.
- C. **Economic Development and Employment Opportunities.** Development within the Project will support local job creation through both construction-phase employment and long-term operational employment within the Project. Limited Industrial improvements and operations within the Project will contribute to the Village's ad valorem tax base and promote the Village's long-term economic stability. Non-public utility applicants shall make good faith efforts to implement a local workforce participation program, including coordination with regional educational institutions and workforce development organizations to support job training and employment opportunities for Village residents.
- D. **Community Coordination and Transparency.** Data Use (subsequently defined) development within the Project is committed to ongoing coordination with the Village regarding development and operations within the Project. Data Use owners shall establish a local point of contact for community concerns related to the development and its operations, and Data Use applicants shall conduct public outreach for proposed development. Data Use applicants shall implement ongoing operational monitoring and provide a mechanism for addressing community concerns related to noise and other operational impacts.
- E. **Sustainability and Energy Considerations.** Data Use applicants are encouraged to integrate energy-efficient design and operational practices in Data Use development, such as renewable energy components and energy/resource reuse or efficiency technologies.
- F. **Infrastructure and Capacity Contributions.** An applicant shall construct or proportionately contribute to off-site infrastructure improvements necessary to support the Project, including roadway, drainage, and utility system improvements, as identified through traffic studies and concurrency review.
- G. **Community Benefit Contributions:** An applicant for a non-public utility use shall provide a voluntary community benefit contribution to support public facilities, services, or community enhancements, with such contribution being reasonably proportionate to the impacts upon public facilities of the proposed development. Such contribution shall be made prior to issuance of a Certificate of Occupancy for the affected final site plan.

- H. **Water Conservation:** Data Use applicants shall incorporate water conservation and energy-efficient design measures consistent with industry best practices, including strategies to minimize potable water demand and optimize energy performance.

22. CONDITIONS FOR SPECIFIED USES

The following subsections 22.A. through 22.E. apply only to the following uses permitted within the Project: computer and data processing, hosting, storage, and transmission uses, including without limitation data centers (hereafter, "Data Use").

A. COMMUNITY OUTREACH MEETING

Prior to issuance of final site plan approval encompassing any Data Use, applicant shall host a community outreach meeting at a location within the Village of Indiantown that is accessible to the public and reasonably expected to accommodate anticipated attendance, such as Village Hall, a local community center, or similar public facility, as approved by the Village Manager or their designee (the "Meeting"), wherein the applicant shall present its proposed development. Notice of the Meeting's date, time, location, and name of the subject-application shall be mailed to residences within 5,000 feet of the boundaries of the proposed final site plan to the mailing address on the most current tax roll at least fourteen (14) days prior to the meeting. Contemporaneously, applicant shall provide notice of the Meeting to the Village Administrator or their designee.

B. WATER AND ENVIRONMENTAL STEWARDSHIP

Applicant shall obtain all jurisdictionally-required permits required for a Data Use prior to commencing construction, and are encouraged to minimize use of potable water for non-human consumption purposes. For example, measures designed to reduce use of potable water in connection with data center cooling may include innovative technologies such as use of air-cooled systems, closed-loop liquid cooling, evaporative cooling with reclaimed or non-potable water, and advanced thermal management solutions such as heat reuse or chilled beam systems. Where feasible, rainwater harvesting, greywater recycling, or other sustainable water sourcing methods should be considered to further minimize the environmental impact. Applicant must provide documentation demonstrating which of the prior techniques, if any, are incorporated into the project, or explaining alternative measures utilized, as part of the site plan review process.

C. DESIGN FLEXIBILITY

Administrative deviations to height, massing, and setbacks set forth herein may be approved where operationally necessary, with visual mitigation. For example, if a data center requires increased building height for equipment or cooling infrastructure, the developer must implement visual mitigation strategies such as enhanced architectural treatments, stepped building forms, or the use of earth berms and landscaping to soften visual impacts on adjacent properties. Setback reductions may be permitted if offset by additional screening, green buffers, or open space. The applicant must provide a justification for each requested deviation and demonstrate how the proposed solution minimizes community impacts and maintains compatibility with surrounding uses.

D. LANDSCAPE BUFFER AND SCREENING

Buffering shall be provided, with allowance for equivalent alternatives. Specifically, any Data Use must include a landscape buffer at least 20 feet wide along property boundaries that abut residential or public areas (the width of which shall be included in the calculation of the applicable setbacks), and 30 feet wide along property boundaries to the south of the St. Lucie Canal aka C-44 Canal that

abut SW Kanner Hwy, and shall be planted with a mix of native trees, shrubs, and groundcover to create a dense, year-round visual screen. Fencing, berms, or decorative walls may be integrated if designed to be visually appealing and compatible with the surrounding environment. Where site constraints make standard buffers impractical, equivalent alternatives such as green walls, vertical gardens, or public art installations may be approved. The landscaping plan must also address noise and light mitigation; for example, using evergreen plantings to absorb sound or shield adjacent homes from facility lighting.

E. ONGOING COORDINATION

A local operations contact for any Data Use shall be designated by applicant and shall coordinate and attend such meetings as may be requested by the Village, and must be available to respond to community concerns regarding noise, traffic, maintenance, or emergencies. The applicant shall provide direct contact information to the Village and property owners within five thousand feet (5,000 ft) of the boundaries of the approved final site plan. At the request of the Village Manager, periodic meetings may be held to discuss ongoing operations, review compliance with mitigation measures, and address any new community concerns.

23. CLEARING, SOIL EROSION AND REDUCTION OF CLEARING IMPACTS

Clearing of native vegetation shall be as limited by the Village Land Development Regulations. In addition, a limited tree survey (ie, survey of native trees with a dbh over 18 in) may be submitted on a phase-by-phase basis, concurrent with each application for final site plan. Construction practices such as seeding, wetting, and mulching which minimize airborne dust and particulate emission generated by construction activity shall be undertaken within 7 days upon completion of clearing work. The slopes of constructed lakes from the top of the bank to the control water elevation (landward edge of littoral zone) shall be immediately stabilized and/or sodded upon completion of the lake construction. If construction on a parcel will not begin within thirty days of clearing, the soil shall be stabilized until construction of the parcel begins. Cleared areas may be sodded, seeded, landscaped, mulched, or stabilized by other means as may be permitted by the Village. Minimal clearing for access roads, survey lines, fence installation, or construction trailers and equipment staging areas is allowed without the need for soil stabilization. The purpose of this condition is to minimize dust production and soil erosion during land clearing and to minimize soil particulates from becoming airborne between the time of clearing and construction. The development shall comply with all National Pollutant Discharge Elimination System requirements. Burning of cleared vegetation is a permitted practice in accordance with Florida Division of Forestry regulations and guidance.

24. HISTORIC AND ARCHAEOLOGICAL SITES

In the event of discovery of any archaeological artifacts during construction of the project, construction shall stop in the area of discovery and immediate notification shall be provided to the Division of Historical Resources, Florida Department of State. Proper protection shall be provided to the satisfaction of the Division of Historical Resources.

25. CONDITIONS OF APPROVAL

A. Payment of Costs and Fees. An applicant shall pay all fees, costs, attorney fees, and consultants' fees incurred by the Village for processing of this or subsequent related applications for development of the Project in accordance with the Village's Land Development Regulations.

B. Regulatory Agency Approvals. Development of the Project as described herein is conditioned upon the Owner obtaining all necessary permits and approvals from the regulatory agencies, which may include the Florida Department of Environmental Protection ("FDEP"), South Florida Water Management District ("SFWMD"), and/or U.S. Army Corp of Engineers ("USACOE"), Florida Fish and Wildlife Conservation Commission ("FFWCC"), or any other agency having jurisdiction to approve the Project. Approval of acreage calculations, building sizes and footprint locations, lot sizes, stormwater pond size and locations, wetlands, wetland buffers, and proposed structural data of the Project shall be subject to change and conditioned upon permits and approvals obtained by the Owner from the appropriate regulatory agencies. Upon submittal of the final construction plans application, and for each subsequent final construction plans submittal when applicable, Owner shall provide the Village with the regulatory agency permits for final, permitted locations, state-imposed conditions, mitigation requirements if any, design, and plans.

[NO FURTHER TEXT ON THIS PAGE]