

AMENDMENT TO ANNEXATION AGREEMENT
(McCarty Road)

THIS AMENDMENT TO ANNEXATION AGREEMENT (this “Amendment”) is made and entered into this ___ day of _____, 2026 by and between the CITY OF PORT ST. LUCIE, a municipal corporation of the State of Florida (the “City”) and MCCARTY ROAD, LLC, a Florida limited liability company, hereinafter referred to as “McCarty.” The City and McCarty are collectively “Parties” to this Amendment. In the event of any conflict or inconsistency between the terms and provisions of the Agreement (as defined below) and this Amendment, the terms and provisions of this Amendment shall be construed to control and prevail.

WITNESSETH

WHEREAS, McCarty is the owner of certain real property located in the City of Port St. Lucie, Florida, as more particularly described below:

LEGAL DESCRIPTION: The South 1290.46 feet of the Southwest ¼ lying South of PONY PINES UNIT 1, Section 9, Township 36 South, Range 39 East LESS the East 46 feet for canal right-of-way and LESS the West 98 feet for road and canal right-of-way, St. Lucie County, Florida. Overall parcel contains 72.024 acres more or less.

Parcel ID: 3309-323-0001-000-6 (the “Property”)

and;

WHEREAS, on March 13, 2006, the City and McCarty entered into an Annexation Agreement to memorialize their agreement regarding the annexation and development of the Property within the City (the “Annexation Agreement”) and recorded in the Public Records of St. Lucie County at Official Records Book 2541, Page 1588; and

WHEREAS, on June 13, 2006, the City adopted Ordinance 05-172 designating the Property (RM) Medium Density Residential on the Comprehensive Plan Future Land Use Map; and

WHEREAS, on August 24, 2009, the City of Port St. Lucie (“City”) issued Planned Unit Development (“PUD”) Approval Ordinance 09-70 for a project known as the McCarty Road PUD encompassing the Property and approving the development of 530 dwelling units; and

WHEREAS, McCarty has authorized McCarty Town Development, LLC. (a Florida limited liability company), contract purchaser for the Property, hereinafter referred to as “Developer,” to file an application seeking to modify the McCarty Road PUD to develop 321 dwelling units on the Property (“The Meadows PUD”); and

WHEREAS, the City and McCarty agree that due to the length of time between the initial PUD rezoning, and The Meadows PUD application, it is necessary to modify the Annexation Agreement to reflect and address existing circumstances and conditions relating to development of the Property.

NOW, THEREFORE, in consideration of the mutual promises and other considerations contained herein, the parties hereto agree as follows:

1. Recitations. The Recitations set forth above are true and correct and are incorporated herein by reference.
2. Amendments. The Annexation Agreement is hereby modified and amended as follows:
 - a. Section 5. “No Waiver of Police Power.” Will be replaced in its entirety as follows:

Section 5. Waiver of Police Power. McCarty agrees that this Agreement does not authorize approval of any specific land use amendment, development order, subdivision, site plan proposal or other development related permit. However, McCarty agrees that minimum standards in this Agreement shall guide and bind the development of the Property.

As provided above and otherwise herein, the parties recognize and agree that certain provisions of this Agreement will require the City and/or its board, departments or agencies, acting in their governmental capacity, to consider certain changes to the City’s Comprehensive Plan, zoning ordinances or other applicable City codes, plans or regulations, as well as to consider other governmental actions as set forth in this Agreement. All such considerations and actions shall be undertaken in accordance with established requirements of state statute and City ordinances or regulations, including notice and hearing requirements, in the exercise of the City’s jurisdiction under the police power. Nothing in this Agreement is intended to limit or restrict the powers and responsibilities of the City in acting on applications for comprehensive plan changes and applications for development. The parties further recognize and agree that these proceedings shall be conducted openly, fully, freely and fairly in full accordance with law and with both procedural and substantive due process to be accorded the applicant and any member of the public.

- b. Section 6. “Stormwater”. Will be replaced in its entirety as follows:

Section 6. Stormwater. The Parties agree that McCarty shall be responsible for its stormwater permitting with respect to the Property. As each development parcel is designed and constructed, McCarty shall also design and construct a stormwater management system within such development parcel to retain the required volumes of water consistent with South Florida Water Management District (“**SFWMD**”) criteria for flood control. The stormwater management system shall be designed and constructed to provide stormwater treatment and attenuation/storage, in accordance with SFWMD requirements, for the ultimate build-out of all public rights-of-way located within the Property. All discharged water from the surface water management system shall meet the water quality standards of SFWMD, any other applicable

agencies, and the Florida Administrative Code, including but not limited to Code Rule 62-302 at the time of permitting of such development parcel.

c. **“Section 8. Impact Fees.”** Section 8 of the Agreement is hereby deleted.

d. **“Section 10. Roadway Improvements.”** will be replaced in its entirety as follows:

Section 10. Roadway Improvements. At the time of development of the Property McCarty agrees to address the impact of development of the Property on the roadway network as follows:

a. Permit, Construct and open to the public E/W 5 two (2) on-site travel lanes from the terminus of the Wylder/Pod 9 extension to 300 feet west of The Meadows PUD entrance as depicted in **Exhibit “A”** (the “Additional Right-Of-Way Dedication Exhibit”) prior to issuance of any residential plot permits, to provide site related access to future uses within the development, and convey to the City the portion of roadway crossing the North St. Lucie River Water Control District Canal No. 91 right-of-way.

b. Convey to the City 120 feet of right-of-way ($\pm 281,818$ square feet/6.47 acres) along E/W 5 extending along the southern boundary of The Meadows PUD, as depicted on **Exhibit “A”**, prior to the platting of any portion of the Property. Concurrent with conveyance of this segment of right-of-way, a 10’ public utility easement will be conveyed on both sides of the right-of-way in a form agreeable to the City.

c. Construct McCarty Road as a stabilized chip and seal surfaced road to connect from the currently stabilized portion of the road in the vicinity of The Meadows PUD northern property line just north of Williams Road south to the proposed secondary emergency access driveway, as depicted on **Exhibit “A”**, prior to the issuance of the 100th residential plot permit for the Property; and

d. Convey to St. Lucie County 70 feet of right-of-way ($\pm 60,211$ square feet/1.38 acres) along McCarty Road extending along the entirety of The Property’s western property line, as depicted on **Exhibit “A”**, prior to the platting of any portion of the Property. Dedication of right-of-way shall occur in the manner outlined in Section 24-264 and Section 24-267 of the St. Lucie County Code of Ordinances. Within two hundred and forty (240) days of the Effective Date convey a 20’ City Utility easement on the east side of the foregoing right-of-way, in a form agreeable to the City of Port St. Lucie.

e. **Section 11. Payment of Public Facilities.** It is agreed and acknowledged between the Parties that this obligation has been satisfied. McCarty and City shall execute a subsequent impact fee and mobility fee credit agreement accounting for McCarty's payment of \$636,000.00 for public facilities to the City. The Agreement will provide a credit bank of \$636,000.00 that can be used inclusively for City Mobility Fees, Law Enforcement Impact Fees, Parks and Recreation Impact Fees, Public Building Impact Fees, payment in lieu for parks requirement and upland habitat mitigation fees until such time as the credit bank is exhausted. McCarty is required to provide the City with 4.317 acres of parks property based on The Meadows PUD ("Parks Requirement") and McCarty is also required to provide upland habitat mitigation for a total of 1.4625 acres per Sec. 157.06 (E) of the City of Port St. Lucie Code of Ordinances ("Upland Mitigation"). It is acknowledged and agreed that McCarty will first draw down on the credit bank of \$636,000.00 to satisfy the Upland Mitigation through a mitigation fee and the Parks Requirement through a payment in lieu. The payment in lieu for the Parks Requirement does not satisfy The Meadows PUD general obligation to pay parks impact fees.

f. **"Section 14. Successors and Assigns."** Will be replaced in its entirety as follows:

Section 14. Successors and Assigns. The obligations imposed and entitlements created pursuant to this Agreement shall run with and bind the Property as covenants running with the land. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto, their successors and assigns, heirs, and personal representatives. If McCarty, or its successors or assigns, sells or conveys substantially all of the Property, it may assign its rights and obligations hereunder to the purchaser thereof. The obligations and entitlements hereunder may also be assigned in whole or in part to one or more property owners associations or CDDs, but such assignment shall not release the then-current owner of the Property, whether McCarty, or a successors or assign, from such obligations and entitlements until the then-current owner of the Property sells the last residential unit within the Property, and the then-current owner of the Property shall not be released from any breach or violation of its obligations existing prior to such assignment. McCarty must provide the City with notice and a copy of any assignment pursuant to this paragraph.

g. "Section 15. Attorneys' Fees". Section 15 of the Agreement is hereby deleted.

h. "Section 21. Notice". Will be replaced in its entirety as follows:

Section 21. Notice. Any notices required hereunder shall be in writing and shall be deemed to have been duly given as of the date and time the same are personally delivered, transmitted electronically or within three (3) days after depositing the United State Postal Services, postage prepaid by registered or certified mail, return receipt requested, or within one (1) day after depositing with Federal Express or other overnight delivery service from which a receipt may be obtained, and addressed as follows:

City:

McCarty Road: McCarty Road, LLC
 c/o McCarty Town Development, LLC
 3801 PGA Blvd., Suite 806
 Palm Beach Gardens, FL 33410

i.. **“Section 22. No Concurrency Reservation or Finding of Complete Mitigation.”**

The following paragraph specifically addressing the intent of this Agreement relating to concurrency and mitigation, is hereby added to the Agreement:

Section 22. No Concurrency or Complete Mitigation Finding; Impact & Mobility Fee Credits. McCarty will be required to pay impact and mobility fees at the time of building permit issuance. This Agreement does not reserve concurrency or provide complete mitigation for any of the development contemplated for the Property. Concurrency and mitigation obligations will be determined with the rezoning contemplated by the pending PUD amendment. Nothing in this Agreement shall prevent McCarty from receiving impact or mobility fee credits or other compensation for any conveyance of land or for any provision of public infrastructure to the City, County or other local government entity, provided McCarty is eligible for such impact or mobility fee credits or other compensation pursuant to the applicable City, County or other governmental entity’s ordinances or regulations at the time that McCarty enters into such agreements. Notwithstanding the foregoing, McCarty will not be eligible for credits for water, sewer, reclaimed water or fiber impact improvements, unless same is specifically addressed through utility service agreements.

i. “Section 23. Conveyance Requirements.”

The following paragraph is hereby added to the Agreement:

Section 23. Conveyance Requirements.

(a) **Special Warranty Deed.** All property conveyed to the City, as contemplated in this Agreement, shall be conveyed as Net Usable Acres and at no cost to the City in fee simple title, by special warranty deed (the “Deed”), free and clear of all liens and encumbrances that would prevent or limit the proposed use of the property for its intended use. “Net Usable Acres” shall mean, unless otherwise specified, that the acreage of the particular property to be conveyed shall be net of and not include any wetlands on such land, any environmental contaminants on such land in violation of applicable law, any road rights-of-way or offsite drainage facilities, any easements, or any protected species, any of which would adversely affect the use of such property for its intended purposes.

(b) **Title, Survey and Closing Costs.** Prior to conveyance of property, McCarty at its sole cost and expense, shall provide to the City: (i) a title insurance commitment by a Florida licensed title insurer showing ownership and any matters appearing in the Public Records of St. Lucie County, Florida, encumbering the relevant property; (ii) a survey showing all encumbrances of records; (iii) all soil studies for the site, the Army Corps permits and other documentation in McCarty’s possession or custody relating to the

characteristics of the land being conveyed; and (iv) a title opinion confirming that the title insurance commitment does not show any title encumbrances that would prohibit or limit the use of the relevant property for its intended purpose. Additionally, McCarty shall pay all traditional closing costs, including recording fees, documentary stamps, taxes or assessments outstanding on the relevant property at the time of the conveyance as well as for the owner's title insurance policy for the relevant property.

3. **Agreement Remains in Effect.** Except as specifically modified and amended hereby, the Agreement shall remain in full force and effect.

4. **Counterparts.** This Amendment may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Amendment, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

5. **Effective Date.** The "Effective Date" of this Amendment is the later of the date on which The Meadows PUD is approved by the City or the last signatory signs the Agreement.

6. **Recording of Agreement.** This Agreement shall be recorded by the City of Port St. Lucie in the Public Records of St. Lucie County and shall be binding upon City, McCarty, and any successors in interest and title to the Property.

7. **Participation.** Each of the Parties have participated in the preparation of this Agreement. Accordingly, this Agreement shall not be more strictly construed against either of the Parties, and shall be interpreted as if the Parties hereto jointly prepared it.

8. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, and all such counterparts shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the respective dates under each signature.

CITY OF PORT ST. LUCIE

MCCARTY ROAD, LLC

W.K. Schickedanz, Mgr.
W.K. SCHICKEDANZ

Witness:

[Signature] Ana Samers
2904 Bella Foresta Pl
Sanford, FL 32771

Witness:

[Signature] Megan Alkshinis
1577 Redwood Lane W. Lakewood
FL 32746

Signed, sealed and delivered in the presence of:

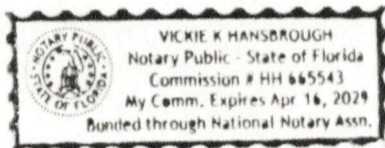
STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 20th day of May, 2026, by W.K. Schickedanz of MCCARTY ROAD, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

[Notary Seal]

Notary Public
Name printed
My Commission Expires:

Vickie K. Hansbrough
Vickie K. Hansbrough
4/16/2029



Plotted By: Anderson, Zach
Layout: Layout1
March 26, 2026 03:24:30pm
K:\VRB_LDEV\McCarthy_PUD\CAD\Exhibits\ROW_exhibit\McCarthy_ROW_Exhibit.dwg

WILLIAMS ROAD

CHIP SEAL 2 LANES OF MCCARTY ROAD FROM MCCARTY'S CHOICE EMERGENCY ACCESS TO WILLIAMS ROAD 630 LF

MCCARTY ROAD

EMERGENCY ACCESS

20.0' UE

50.0' 70.0'

S.M.T. #2
SHWT = 22.00'
AREA @ SHWT
2.01 ACRES
COUNTY APPROVED ROW DEDICATION
60,211 SF.
1.38 AC.

S.M.T. #1
SHWT = 22.00'
AREA @ SHWT
7.73 ACRES

ADDITIONAL CITY ROW DEDICATION
133,191 SF.
3.06 AC.

CITY APPROVED ROW DEDICATION
148,627 SF.
3.41 AC.

EXISTING WYLDER POD 9

CONSTRUCTION OF 2 LANES OF E/W-5 FROM WYLDER TERMINUS TO 300' WEST OF THE MEADOWS 2,388 LF TOTAL

NSLRWCD C-91 CANAL

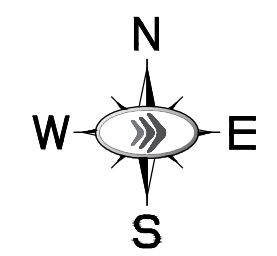
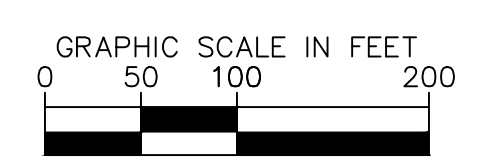
THE MEADOWS

PORT ST LUCIE

ADDITIONAL RIGHT-OF-WAY DEDICATION EXHIBIT

3/26/2026 - CONTACT: (321) 430-1138

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Kimley»Horn

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.