



**HOBE-ST. LUCIE  
CONSERVANCY DISTRICT**

**MARTIN COUNTY**

**BOARD OF SUPERVISORS MEETING  
& PUBLIC HEARING  
AUGUST 4, 2021  
9:30 A.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.hobestluciecd.org](http://www.hobestluciecd.org)  
561.630.4922 Telephone  
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**AGENDA**  
**HOBE-ST. LUCIE CONSERVANCY DISTRICT**  
Hobe Sound Polo Club  
2935 SE Bridge Road  
Hobe Sound, Florida 33455  
**BOARD OF SUPERVISORS MEETING & PUBLIC HEARING**  
August 4, 2021  
9:30 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. June 23, 2021 Board of Supervisors Board Meeting.....Page 2
- G. Public Hearing
  - 1. Proof of Publication.....Page 11
  - 2. Receive Public Comment on the Creation of Unit of Development 1A
  - 3. Consider Resolution No. 2021-06 – Approving and Confirming the Creation of Unit of Development No. 1A.....Page 12
- H. Old Business
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  - 2. Update on Berm Washout Reimbursement
- I. New Business
  - 1. Consider Approval of Landowner's Agreement Between the District, Becker B-14 Groves, Ltd. and Hobe Sound Equestrian, LLC for Unit of Development No. 1.....Page 17
  - 2. Consider Approval of Landowner's Agreement Between the District and Grove XXIII Golf Club, Inc. for Unit of Development No. 1.....Page 44
- J. Administrative Matters
  - 1. Engineer’s Report
  - 2. Attorney’s Report
  - 3. Manager’s Report
  - 4. Field Operations Report
- K. Board Members Comments
- L. Adjourn

Publication Date  
2021-07-21

Subcategory  
Miscellaneous Notices

NOTICE OF PUBLIC HEARING BY HOBE-ST. LUCIE CONSERVANCY DISTRICT FOR UNIT OF DEVELOPMENT NO. 1A AND NOTICE OF REGULAR BOARD MEETING TO ALL OWNERS OF LANDS WITHIN HOBE-ST. LUCIE CONSERVANCY DISTRICT: YOU ARE HEREBY NOTIFIED that the following described real property (the "Property") is located within the jurisdictional boundaries of Hobe-St. Lucie Conservancy District: Unit 1A Land means that certain parcel of land located in Martin County, Florida, containing approximately 1557 acres and more particularly described as Tracts A and D as set forth in the Hobe Sound Equestrian Plat recorded in Plat Book 17, Page 79, Public Records of Martin County, Florida together with the improved property known as the Hobe Sound Polo Club, as set forth on the Plat recorded in Plat Book 16, Page 78. Public Records of Martin County, Florida. and has been designated as "Hobe-St. Lucie Conservancy District, Unit of Development No. 1A" by the Board of Supervisors of Hobe-St. Lucie Conservancy District pursuant to the provisions of Chapter 2005-339, Laws of Florida, as amended, for the declared purpose of authorizing Hobe-St. Lucie Conservancy District's involvement in the provision of public works and services on behalf of said Unit of Development in accordance with Chapter 2005-339, Laws of Florida, as amended, and applicable provisions of Chapter 298, Florida Statutes, (together the "Act"). A Regular Board Meeting will also be held at this time, or soon thereafter, for the purpose of addressing any District business which may lawfully come before the Board of Supervisors. You are required to show cause in writing at the District Office located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 on or before the meeting of the Board of Supervisors of Hobe-St. Lucie Conservancy District to be held at 9:30 A.M. on Wednesday, August 4, 2021, Hobe Sound Polo Club, 2935 SE Bridge Road, Hobe Sound, FL 33455, why such designation by Hobe-St. Lucie Conservancy District of these lands as "Hobe-St. Lucie Conservancy District Unit of Development No. 1A" should not be approved and given effect, why Hobe-St. Lucie Conservancy District's involvement in the provision of public works and services on behalf of said Unit of Development should not be adopted and given effect by the Board, and why the proceedings and powers authorized by the Act should not be taken and exercised by Hobe-St. Lucie Conservancy District. If a person decides to appeal any decision made by Hobe-St. Lucie Conservancy District's Board of Supervisors with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing because of a disability or physical impairment, should contact Hobe-St. Lucie Conservancy District Manager at (561) 630-4922 and/or toll free at (877) 737-4922 at least 48 (48) hours prior to the hearing. DATED this 7th day of July, 2021. HOBE-ST. LUCIE CONSERVANCY DISTRICT  
Publish: July 21, 28, 2021 TCN4824045

MINUTES OF THE BOARD OF SUPERVISORS  
MEETING OF HOBE-ST. LUCIE CONSERVANCY DISTRICT  
JUNE 23, 2021

Pursuant to the above Notice, the Board of Supervisors of Hobe-St. Lucie Conservancy District held its Board of Supervisors Meeting on June 23, 2021 at 9:30 A.M. at the Hobe Sound Polo Club located at 2935 SE Bridge Road, Hobe Sound, Florida 33455.

Present were Rick Melchiori, Edward Weinberg and Robert Brown, Supervisors; Michael McElligott of Special District Services, Inc. as District Manager; Robert Higgins of Higgins Engineering, Inc. as District Engineer; and Mary M. Viator, Attorney. Also in attendance was Ms. Michelle Beninda of Coventry Development, Mr. Ray Spears of The Grassroots Corp., Mr. Paul Whelan and Mr. Davies.

CALL TO ORDER:

The Board of Supervisors Meeting was called to order by President Melchiori.

ESTABLISHMENT OF QUORUM:

The President announced a quorum was present and it was in order to transact any business to come before the Board.

ADMINISTER OATH OF OFFICE:

The Oath of Office was administered to Mr. Weinberg who took his seat on the Board.

ELECTION OF OFFICERS:

The District Manager announced it was in order to elect Officers. Thereupon, the following slate of Officers was presented:

|                    |                     |
|--------------------|---------------------|
| Rick Melchiori     | President           |
| Edward Weinberg    | Vice President      |
| Mary Viator        | Secretary           |
| Michael McElligott | Treasurer           |
| Robert Brown       | Assistant Secretary |

A motion was made by Mr. Weinberg, seconded by Mr. Brown and unanimously passed approving the election of Officers as presented.

ADDITIONS OR DELETIONS TO AGENDA:

None.

COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA:

None.

APPROVAL OF MINUTES:

A motion was made by Mr. Weinberg, seconded by Mr. Brown and unanimously passed approving the Minutes of the April 28, 2021 Board of Supervisors Meeting, as amended

OLD BUSINESS:

1. Update Regarding Martin County Litigation:

APPEAL:

The Attorney commented on the Appeal status of the Martin County and South Florida Water Management District (“SFWMD”) Proceedings. She indicated she has coordinated with Mr. Lyman Reynolds whose Firm represents the District in this litigation. The Appeal process was explained. It was indicated the Notice of Appeal had been filed on September 10, 2020. The District filed an Initial Brief and Request for Oral argument. The Association of Special Districts filed an Amicus Curia (Friend of the Court) Brief in support of the District. Both the County and

South Florida Water Management District filed Answer Briefs and Request for Oral Argument. The District has filed its Reply Brief. The Appellate Court will then decide whether to hear oral argument.

NEW BUSINESS:

1. Consider Resolution No. 2021-02 Adopting Fiscal Year 2021/2022 Budget:

Mr. Michael McElligott presented the Proposed Budget for Fiscal Year 2021/2022 for the Board's consideration which assumed no assessments would be paid on the SFWMD lands.

Mr. McElligott presented the proposed assessment breakdown for Fiscal Year 2021/2022. Based on the circumstances it was recommended that the Board approve the Budget which assumed no payment on the SFWMD Lands which included contingencies to collect the outstanding unpaid assessments.

The Board discussed the general administrative budget as well as the maintenance expenses for the respective Units of Development. The Board also discussed the expenses associated with the operation and maintenance of the backbone of the District's system.

Mr. McElligott indicated that he kept the same assessment rates for Unit No. 1, 2 and 3.

Mr. McElligott indicated that Unit No. 2 still has the bulk of its capital funds.

Mr. McElligott additionally addressed the cost associated with the backbone system and addressed the funds in the Balance of the District. He stated that the District has had to increase those assessments.

Following discussion by the Board, a motion was made by Mr. Weinberg seconded by Mr. Brown and unanimously passed adopting Resolution No. 2021-02 approving the proposed Annual Budget for Fiscal Year 2021/2022 as discussed.

RESOLUTION NO. 2021-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
HOBE-ST. LUCIE CONSERVANCY DISTRICT APPROVING A  
PROPOSED BUDGET FOR FISCAL YEAR 2021/2022

(Copy filed in District Records)

2. Consider Resolution No. 2021-03 Adopting a Fiscal Year 2021/2022 Meeting Schedule:

The District Manager presented the proposed Meeting Schedule for Fiscal Year 2021/2022.

Following discussion, a motion was made by Mr. Brown, seconded by Mr. Weinberg and unanimously passed adopting Resolution No. 2021-03, approving the proposed Fiscal Year 2021/2022 Meeting Schedule as presented:

RESOLUTION NO. 2021-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
HOBE ST. LUCIE CONSERVANCY DISTRICT,  
ESTABLISHING A REGULAR MEETING SCHEDULE FOR  
FISCAL YEAR 2021/2022 AND SETTING THE TIME AND  
LOCATION OF SAID DISTRICT MEETINGS; AND  
PROVIDING AN EFFECTIVE DATE.

(Copy filed in District Records)

3. Consider Proposal for Canal 14-15 Maintenance:

Mr. Spear presented the proposed Clark Maintenance fees for the addition of two canals (Clark Map 14 and 15). The Board discussed proceeding with No. 15 Canal effective October 1 for annual spraying.

Mr. Higgins commented on the Overall District irrigation and the canal from Unit No. 1. He indicated that Canal No. 14 Maintenance did not need to proceed at this time.

A motion was made by Mr. Brown, seconded by Mr. Weinberg and

unanimously passed authorizing to proceed with the Clark Maintenance proposal for Canal No. 15 commencing October 1 for annual spraying.

4. Update on C-44 Pump Station Electric:

Mr. Spear provided an update on the C-44 Pump Station Electric. He indicated the new electric meter/disconnect and panel have been installed and are up and running. The District installed a programmable electric clock so the District can run pumps at specific times.

A cellular Scada controlling monitoring system was installed to operate pumps remotely. The District now has the ability to program the pumps to operate in conjunction with the FPL time of use program.

In discussions with FPL it was determined the District had a time of use meter but was not running the program with peak/off-peak times. Working with Sullivan Electric it is now programmed to follow the time of use program. The cellular Scada operating program for pump control and monitoring was utilized.

5. Update on the IC-1 Canal Cleaning:

The District Engineer commented on the IC-1 Canal cleaning.

6. Consider Approval of Howe Holdings Agreements:

Mr. Higgins commented on the Howe Holding Agreement. He indicated the present owner Fernlee had taken over the Thomas Produce property. The Permit with the District provided for access but did not include a provision for irrigation. It was previously agreed the District would provide the irrigation water at five (5) times the electric bill.

The District Engineer requested the Board defer this matter until



concurrence is received from Howe Holdings.

7. Consider Approval of Bridgeview Agreement:

The District Engineer introduced this matter dealing with the request of Bridgeview to provide irrigation water to the property owned by Mr. Davies. Mr. Higgins indicated the difference between the Howe Holdings lands and Bridgeview is that Bridgeview is not located within the geographical boundaries of the District. It is adjacent to the IC-1 Canal. The question had arisen as to using the electric bill as a basis or bill the landowner at the Unit 1 assessment rate. It was recommended that Bridgeview pay the Unit 1 assessment rate rather than utilizing the electric bills.

Mr. Whalen, on behalf of his client, requested that there be a shift in the start date with the understanding that the Irrigation Agreement would allow water to be taken from the IC-1 Canal. It was the consensus of the Board to agree with the concept. Any capacity impacts would need to be addressed. Mr. Whalen indicated that construction was anticipated to start September 1 for the installation of the pumps.

A motion was made by Mr. Weinberg, seconded by Mr. Brown and unanimously passed to approve the Irrigation Agreement with Bridgeview, subject to legal and engineering, and further subject to reimbursement of the related legal and engineering costs associated with providing the requested irrigation services for the 164-Acres.

8. Discussion Regarding Berm Washout Reimbursement:

The District Engineer stated that he had written a letter to the landowners of the mitigation park notifying them of the berm washout and reimbursement cost. Following discussion by the Board a motion was made, seconded and unanimously passed directing the Attorney to notify the landowners of the mitigation park to recover the

District's expenses incurred as a result of the washout.

9. Consider Resolution No. 2021-04 – Designating Unit 1A:

Mr. Melchiori announced that he had a conflict of interest and he would be filing Form 8B.

Mr. Melchiori commented that the landowner was requesting the creation of Unit 1A which consisted of 1,523 acres.

Attorney Viator explained the procedure to form a Unit of Development and approval of a Water Control Plan.

Attorney Viator stated the Proposed Resolution No. 2021-04 initiated the process of designating the real property as a Unit of Development in accordance with the provisions of Chapter 2005-339, Laws of Florida, as amended. There followed discussion by the Board.

A motion was made by Mr. Brown, seconded by Mr. Weinberg and unanimously passed to approve the following:

RESOLUTION NO. 2021-04

RESOLUTION DESIGNATING  
HOBE-ST. LUCIE CONSERVANCY DISTRICT  
UNIT OF DEVELOPMENT NO. 1A

(Copy filed in District Records)

10. Consider Resolution No. 2021-05 – Approving Consideration of the Adoption of Third Amended Water Control Plan for Unit of No. 1:

The District Engineer presented the Proposed Third Amended Water Control Plan for Unit of Development No. 1. He explained that the Unit No. 1 Plan was being amended to recognize Grove XXIII and removal of the west boundary. The legal

description needs to be updated.

A motion was made by Mr. Brown and seconded by Mr. Weinberg and unanimously passed approving Resolution No. 2021-05 as follows:

RESOLUTION NO. 2021-05

RESOLUTION OF THE BOARD OF SUPERVISORS OF  
HOBE-ST. LUCIE CONSERVANCY DISTRICT  
APPROVING CONSIDERATION OF THE ADOPTION OF  
THE THIRD AMENDED WATER CONTROL PLAN  
FOR UNIT OF DEVELOPMENT NO. 1

(Copy filed in District Records)

Mr. Melchiori filed his conflict of interest Form 8B.

ADMINISTRATIVE MATTERS:

1. DISTRICT ENGINEER'S REPORT: The District Engineer commented on the overall drainage issues as well as the work performed by Martin County relating to the Culpepper Ranch Outfall.
2. DISTRICT ATTORNEY'S REPORT: The Attorney reported on matters as they appeared on the Agenda. The Attorney further reminded the Supervisors of the need to comply with the deadline for filing Financial Disclosure forms due July 1<sup>st</sup>.
3. MANAGER'S REPORT: The District Manager reported on matters as they appeared on the Agenda.
4. FIELD OPERATIONS REPORT: Mr. Spears commented on the District's Operations.

SUPERVISOR COMMENTS:

Mr. Melchiori inquired as to the Unit No. 3 Water Control Structure.

NEXT MEETING:

The next Board of Supervisors' Meeting was tentatively scheduled for July 28, 2021.

ADJOURN:

There being no further business to come before the Board, the Meeting was adjourned.

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President

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Secretary

NOTICE OF PUBLIC HEARING BY HOBE-ST. LUCIE CONSERVANCY DISTRICT FOR UNIT OF DEVELOPMENT NO. 1A AND NOTICE OF REGULAR BOARD MEETING TO ALL OWNERS OF LANDS WITHIN HOBE-ST. LUCIE CONSERVANCY DISTRICT: YOU ARE HEREBY NOTIFIED that the following described real property (the "Property") is located within the jurisdictional boundaries of Hobe-St. Lucie Conservancy District: Unit 1A Land means that certain parcel of land located in Martin County, Florida, containing approximately 1557 acres and more particularly described as Tracts A and D as set forth in the Hobe Sound Equestrian Plat recorded in Plat Book 17, Page 79, Public Records of Martin County, Florida together with the improved property known as the Hobe Sound Polo Club, as set forth on the Plat recorded in Plat Book 16, Page 78. Public Records of Martin County, Florida. and has been designated as "Hobe-St. Lucie Conservancy District, Unit of Development No. 1A" by the Board of Supervisors of Hobe-St. Lucie Conservancy District pursuant to the provisions of Chapter 2005-339, Laws of Florida, as amended, for the declared purpose of authorizing Hobe-St. Lucie Conservancy District's involvement in the provision of public works and services on behalf of said Unit of Development in accordance with Chapter 2005-339, Laws of Florida, as amended, and applicable provisions of Chapter 298, Florida Statutes, (together the "Act"). A Regular Board Meeting will also be held at this time, or soon thereafter, for the purpose of addressing any District business which may lawfully come before the Board of Supervisors. You are required to show cause in writing at the District Office located at 2501A Burns Road, Palm Beach Gardens, Florida 33410 on or before the meeting of the Board of Supervisors of Hobe-St. Lucie Conservancy District to be held at 9:30 A.M. on Wednesday, August 4, 2021, Hobe Sound Polo Club, 2935 SE Bridge Road, Hobe Sound, FL 33455, why such designation by Hobe-St. Lucie Conservancy District of these lands as "Hobe-St. Lucie Conservancy District Unit of Development No. 1A" should not be approved and given effect, why Hobe-St. Lucie Conservancy District's involvement in the provision of public works and services on behalf of said Unit of Development should not be adopted and given effect by the Board, and why the proceedings and powers authorized by the Act should not be taken and exercised by Hobe-St. Lucie Conservancy District. If a person decides to appeal any decision made by Hobe-St. Lucie Conservancy District's Board of Supervisors with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this hearing because of a disability or physical impairment, should contact Hobe-St. Lucie Conservancy District Manager at (561) 630-4922 and/or toll free at (877) 737-4922 at least 48 (48) hours prior to the hearing. DATED this 7th day of July, 2021. HOBE-ST. LUCIE CONSERVANCY DISTRICT  
Publish: July 21, 28, 2021 TCN4824045

Resolution No. 2021-06

RESOLUTION OF THE BOARD OF SUPERVISORS OF  
HOBE-ST. LUCIE CONSERVANCY DISTRICT  
APPROVING AND CONFIRMING THE CREATION OF  
UNIT OF DEVELOPMENT NO. 1A

WHEREAS, HOBE-ST. LUCIE CONSERVANCY DISTRICT (“District”) is an independent special district duly organized and validly existing under the Constitution and the Laws of the State of Florida, including applicable provisions of Chapter 298, Florida Statutes, and Chapter 2005-339 Laws of Florida, as amended and/or supplemented; and

WHEREAS, on June 23, 2021, the District, in accordance with Section 6 of Chapter 2005-339 Laws of Florida, as amended and supplemented, did designate those certain lands described in attached Exhibit “A”, all of which are located within the District, as a unit of development and thereupon created Unit of Development 1A; and

WHEREAS, in accordance with Section 6 of Chapter 2005-339, Laws of Florida, as amended and supplemented, the District did publish a notice of Public Hearing on the District’s designation and creation of Unit of Development No. 1A; and

WHEREAS, the Public Hearing on the District’s creation, fixing of the geographical boundaries and designation of said lands as the District’s Unit of Development No. 1A was held on Wednesday, July 28, 2021; and

WHEREAS, no objections were received at the Public Hearing on the District’s creation fixing of the geographical boundaries and designation of said lands as the District’s Unit of Development No. 1A.

NOW, THEREFORE, be it resolved by the Board of Supervisors of HOBE-ST. LUCIE CONSERVANCY DISTRICT, as follows:

1. It is hereby ordered that the District's creation, fixing of the geographical boundaries as set forth in attached Exhibit "A" and designation of same as Unit of Development No. 1A, is hereby confirmed.

2. That development of a water control plan for Unit of Development No. 1A is hereby authorized to be prepared in accordance with the applicable provisions of Chapter 298, Florida Statutes and Chapter 2005-339, Laws of Florida, as amended and supplemented.

3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

4. This resolution shall take effect immediately upon its adoption.

THIS RESOLUTION PASSED AND WAS ADOPTED THE 28<sup>th</sup> DAY OF JULY, 2021.

HOBE-ST. LUCIE CONSERVANCY DISTRICT

By: \_\_\_\_\_  
President

ATTEST:

By: \_\_\_\_\_  
Mary M. Viator, Secretary

(DISTRICT SEAL)

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

Unit 1A Land means that certain parcel of land located in Martin County, Florida, containing approximately 1557 acres and more particularly described as Tracts A and D as set forth in the Hobe Sound Equestrian Plat recorded in Plat Book 17, Page 79, Public Records of Martin County, Florida together with the improved property known as the Hobe Sound Polo Club, as set forth on the Plat recorded in Plat Book 16, Page 78. Public Records of Martin County, Florida.



**CALDWELL PACETTI  
EDWARDS SCHOECH & VIATOR LLP**

ATTORNEYS AT LAW

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OF COUNSEL  
BETSY S. BURDEN

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**MEMORANDUM**

**TO:** Board of Supervisors  
**FROM:** Caldwell Pacetti Edwards Schoech & Viator, LLP  
**DATE:** July 14, 2021  
**RE:** Hobe-St. Lucie Conservancy District  
Update Regarding Martin County/SFWMD Lawsuit

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The following is an update on the litigation filed by Martin County (“the County”) and South Florida Water Management District (“SFWMD”), as follows:

**APPEAL**

On August 12, 2020, the Circuit Court entered two Final Judgments in the litigation. The Final Judgments essentially concluded that as a matter of law, lands owned by both the County and SFWMD are immune from the levy of non-ad valorem special assessments and the Special Districts have no legal authority to levy such assessments on these lands.

On September 10, 2020, the District, through its appellate counsel, filed a Notice of Appeal with the Fourth District Court of Appeal.

On January 4, 2021, the District filed an Initial Brief and Request for Oral Argument. The Florida Association of Special Districts (“FASD”) subsequently filed an Amicus Curiae (Friend of the Court) Brief in support of the District on January 12, 2021.

On March 5, 2021, both the County and SFWMD filed Answer Briefs and Requests for Oral Argument.

On April 16, 2021, the District filed a Reply Brief.

The District Court of Appeal has scheduled oral argument in this matter for September 28, 2021. A judicial decision will likely follow about four (4) to six (6) months later.

## ANNUAL LANDOWNERS MEETING VOTING ISSUE

On a related matter, Martin County was disputing the position of Pal-Mar Water Control District (“Pal-Mar”) as to Martin County’s eligibility to vote at the Annual Landowners’ Meeting which was held in June. It was Pal-Mar’s position that Martin County was not authorized to vote since its lands have currently been determined to be non-assessable, and therefore, Martin County does not meet the statutory definition of “owner” found in Section 298.005(2), F.S. (requires lands to be subject to assessment). Martin County, however, claimed that its assessments are not unpaid so as to be prevented from voting by Section 298.12(1), F.S., which states that owners whose assessments have not been paid for the previous year are not entitled to vote. Martin County requested the Attorney General’s Office to render an opinion on this matter, but the Attorney General’s Office declined to opine based on the pending litigation, stating Pal-Mar was still considered a “party” under the Appellate Rules. At the Landowners’ Meeting, the open Board Member’s seat was filled over Martin County’s objections to not being allowed to vote.

**LANDOWNER'S AGREEMENT  
BETWEEN AND AMONG  
HOBE-ST. LUCIE CONSERVANCY DISTRICT,  
BECKER B-14 GROVES, LTD  
AND  
HOBE SOUND EQUESTRIAN, LLC  
UNIT OF DEVELOPMENT NO. 1  
AMENDMENT TO WATER CONTROL PLAN**

**THIS AGREEMENT** shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and is being entered into by and among **HOBE-ST. LUCIE CONSERVANCY DISTRICT**, an independent special district of the State of Florida, with offices c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (hereafter referred to as “District”); and **BECKER B-14 GROVE, LTD.**, a Florida limited partnership (“Becker B-14”), with offices at 1701 Highway AIA, Suite 204, Vero Beach, Florida 32963; and **HOBE SOUND EQUESTRIAN, LLC**, a Florida limited liability company (“HS Equestrian”), with offices at 1701 Highway AIA, Suite 204, Vero Beach, Florida 32963 (hereafter, Becker B-14 and HS Equestrian will be referred to collectively as “Landowner”).

**W I T N E S S E T H**

**WHEREAS**, District is an independent special district of the State of Florida and operates according to the provisions of Chapter 2005-339, Laws of Florida, as amended and supplemented by the applicable provisions of Chapter 298 of Florida Statutes and other laws of Florida; and

**WHEREAS**, District is authorized to form Units of Development within its boundaries for the purpose of implementing, constructing, operating and maintaining Water Management facilities and other public improvements; and

**WHEREAS**, on June 29, 2007, District approved a Water Management Plan for Unit of Development No. 1 (“Unit 1”), an approximately 1777.7-acre parcel, the boundaries of which are described in the attached **Exhibit “A”**, which Water Management Plan was subsequently amended on March 27, 2008 (“First Amendment”), on August 20, 2009 (“Second Amendment”), and on June 23, 2021 (“Third Amendment”); and

**WHEREAS**, Becker B-14 owns a parcel approximately 1306.98 acres in size (AKA “Hobe Sound Polo Club”); and HS Equestrian owns a parcel approximately 225 acres in size (AKA “Parcels A & D of Grove Golf Club Plat”); both within the boundaries of District’s Unit 1), which combined parcels are more particularly described in the attached **Exhibit “B”** and are hereafter referred to collectively as the “Property”); and

**WHEREAS**, Landowners are “Successor Growers” having legal authority to give, grant and convey to District and to request relocation or termination and release by District, in whole or in part, of those rights and easements in, over, under and upon the lands identified in that certain Relocatable Easement, dated October 24, 2006 and recorded on in Official Record Book 2191, Page 2163, of the Official Records of Martin County, Florida, as amended (the “Relocatable

Easement”); and

**WHEREAS**, Landowners have submitted a written request to District for further amendment of the Unit 1 Water Management Plan to accommodate certain District public improvements within the boundaries of the Property; and

**WHEREAS**, Landowners affirmatively stated to District that they own at least fifty-one percent (51%) of the acreage of the Property in Unit 1; and

**WHEREAS**, Landowners and Successor Growers have asked District to terminate and release certain easements in, over, under and upon the Property, and to take other official actions in conjunction with amending the Unit 1 Water Management Plan; and

**WHEREAS**, the parties hereto wish to reduce to writing their understanding and agreements pertaining to the aforementioned petition to amend the Unit 1 Water Management Plan.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants as herein set forth, the parties agree as follows:

**ARTICLE I. RATIFICATION OF RECITALS.**

**SECTION 1.01.** The parties to this Agreement hereby ratify and acknowledge that the recitals as set forth here in above are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

**ARTICLE II. TERM OF AGREEMENT.**

**SECTION 2.01.** For and in consideration of the mutual promises, covenants, undertakings and other matters contained herein, the parties to this Agreement mutually agree that this Agreement shall constitute a contract between District and Landowner.

**SECTION 2.02.** This Agreement shall continue in full force and effect until the last to occur of the following:

- (A) Twenty (20) years from the effective date of the Agreement, or
- (B) All Water Management Plan Improvements have been installed or constructed, as the case may be, and accepted by District.

**ARTICLE III. CONDITION PRECEDENTS FOR AGREEMENT.**

**SECTION 3.01.** Landowners confirm that at the time of the execution of this Agreement, they together own at least fifty-one percent (51%) of the real property contained within the Property and within Unit of Development No. 1.

**SECTION 3.02.** District, in reliance upon the confirmation of Landowners contained in Section 3.01 above, agrees to enter into this Agreement.

**ARTICLE IV.**        **DEFINITIONS.**

The following words and phrases shall have the following meanings when used herein:

“Act” means Chapter 2005-339, Laws of Florida, as may be amended and supplemented from time to time, the applicable provisions of Chapter 298, Florida Statutes, and other Laws of Florida.

"Board" means the Board of Supervisors of Hobe-St. Lucie Conservancy District.

“Business Day” means any day except any Saturday or Sunday or day in which the principal office of Hobe-St. Lucie Conservancy District is closed.

“Circuit Court” means the 19<sup>th</sup> Judicial Circuit in and for Martin County, Florida.

“Conceptual Permit” means a permit issued by another governmental entity that sets forth the parameters and authorizations approving in general one or more of the proposed Water Management Plan Improvements.

“District” means Hobe-St. Lucie Conservancy District, an independent special district of the State created and operated pursuant to the Act.

“District Engineer” means the engineer or firm of engineers serving as District's general engineer in accordance with the Act whose duties as they relate to the Unit are generally described in attached **Exhibit “C”**.

“Drainage Taxes” means the non-ad valorem special assessments levied and assessed by Hobe-St. Lucie Conservancy Improvement District in accordance with the Act upon the real property located within the Unit.

“Grower” means the party or parties having legal authority to give, grant and convey to District and to request relocation or termination and release of, in whole or in part, the rights and easements identified in that certain Easement (Relocatable)(B-14 Grove), dated October 24, 2006 and recorded on October 25, 2006 as Instrument Number 1969065 in Official Record Book 2191, Page 2163, of the Official Records of Martin County, Florida (the “Relocatable Easement”), as it may be amended. The term includes “Successor Grower” as defined in the Relocatable Easement.

“Landowner” means such party or parties who have entered into this Agreement with District, including Landowner's successors and assigns.

“Plan” means “Water Management Plan” and all amendments thereto.

“Report of Engineer” means the report prepared by District Engineer setting forth the benefits and/or damages accruing to lands within the Unit arising out of the implementation and construction of Water Management Plan Improvements.

“State” means the State of Florida.

“Supervisor” means a member of the Board of Supervisors of District serving pursuant to the Act.

“Unit” means Unit of Development No. 1, which was established pursuant to a Resolution of District over the real property described in attached **Exhibit “A”**, which includes the Property.

“Water Management Plan” means the Water Management Plan (a/k/a “Plan of Improvements” or “Water Control Plan”), together with all amendments thereto, for the Unit adopted by District as provided for in the Act.

“Water Management Plan Improvements” means any and all drainage and land reclamation works and facilities, storm sewers and drains, streets and roads, or other projects of District permitted under the Act and described in the Water Management Plan.

**ARTICLE V. COSTS OF UNIT FORMATION AND DESIGN, PREPARATION AND APPROVAL PROCESS OF WATER MANAGEMENT PLAN.**

**SECTION 5.01.** Landowner shall be responsible for District’s expenses incurred in creation of the Unit and in designing, preparing, approving and permitting the Water Management Plan and Water Management Plan Improvements. Such expenses may include, but are not limited to the following: administration costs, engineering fees, legal fees, financial advisor fees, consultant fees, appraisal fees, permit fees, design costs, recording fees, filing fees, publication costs and/or such other District expenses as have been and will be incurred in the creation of the Unit and the design, preparation and approval process of the Unit’s Water Management Plan and Report of Engineer, plus acquisition of District Financing, if any.

**ARTICLE VI. PREPARATION OF WATER MANAGEMENT PLAN.**

**SECTION 6.01.** District (working in conjunction with District Engineer and Landowner) shall be responsible for coordinating preparation of a Water Management Plan for the Unit.

**SECTION 6.02.** The Water Management Plan shall set forth the nature and extent of District’s and Landowner’s objectives as to the design, construction, supervision, operation, maintenance, estimated costs and alternatives for financing the Water Management Plan Improvements described therein.

**SECTION 6.03.** In order for District to prepare the Water Management Plan, Landowner and/or Landowner’s agents shall coordinate with District and/or its agents and provide, if requested, the following documentation and information: (A) identification of all fee title owners owning an interest in the Property, including their name, address and ownership interest, (B) scope

and nature of proposed Water Management Plan Improvements, (C) signed and sealed boundary survey and legal description of Property, (D) existing conditions of the Property, and (E) information regarding the Improvements.

**SECTION 6.04.** At such time as the design and preparation of the proposed Water Management Plan for the Unit has been concluded, the Water Management Plan will be submitted to the Board for consideration.

**ARTICLE VII. WATER MANAGEMENT PLAN ADOPTION PROCEDURE.**

**SECTION 7.01.** Once the proposed Water Management Plan and Report of Engineer have received final approval from the Board, it shall be the responsibility of Landowner, following consultation with District and/or its agents, to provide and/or obtain all written approvals and/or permits (which may include but are not limited to: final approval of land use, environmental conceptual permits, utilities, legal positive outfalls and other prerequisites necessary for implementation of the Water Management Plan) from the appropriate governmental regulatory agencies or entities having jurisdiction over the matters which are contemplated in the Water Management Plan.

**SECTION 7.02.** In the event Landowner has received, prior to District's adoption of the Water Management Plan, written approvals and/or permits that do not comply with District's standards and criteria, Landowner shall be required, at its own expense, to obtain such new or amended approvals and/or permits that comply with District's standards and criteria.

**SECTION 7.03.** At such time as District and all other appropriate governmental approvals and/or permits have been received and approved by District and the other prerequisites set forth in this Agreement have been satisfied, District shall implement the Water Management Plan in accordance with the Act and Board direction.

**SECTION 7.04.** Following District's adoption of a Water Management Plan and Report of Engineer for the Property, Landowner shall thereafter be prohibited from limiting or restricting any successor property (including parts thereof) owner's usage and benefit of the Water Management Plan Improvements implemented or constructed pursuant to the Water Management Plan that are otherwise available for use by other benefitted Property owners (including parts thereof) within the Unit and for which said successor property owner is required or obligated to pay District Drainage Taxes. This prohibition is continuing and shall survive the termination or cancellation of this Agreement.

**ARTICLE VIII. DESIGN, PERMITTING AND CONSTRUCTION OF WATER MANAGEMENT PLAN IMPROVEMENTS.**

**SECTION 8.01.** Landowner shall, at such time or times as requested by District, comply with or satisfy the following conditions:

(A) Blanket Water Management Easement: [DELETED: satisfied by Easement (Relocatable) recorded in ORB 2191, Page 2163, Section 4, Official Records of Martin County, Florida, as amended].

(B) Convey to District such real property or property rights which District requires for the construction, operation and maintenance of the Water Management Plan or other District infrastructures and facilities, including appurtenances and access. Said real property or property rights may include but are not limited to: (i) Water Management Easements, (ii) Water Management Maintenance Easements, (iii) Access, Ingress and Egress Easements, (iv) Utility Easements, (v) Drainage Easements, (vi) Conservation Easements, (vii) Preservation Easements, (viii) Outfall Easements, (ix) Roadway Easements, (x) License Agreements, and (xi) Fee Simple or other title to designated real property.

(C) All costs incurred in conveying the aforementioned real property or property rights to District shall be borne by Landowner. These costs may include but are not limited to: (i) surveys, (ii) environmental contamination reports, (iii) preparation of legal descriptions, (iv) engineering fees, (v) legal fees, (vi) administrative fees, (vii) recording costs, (viii) title insurance and (ix) such other expenses that are applicable to the conveyance of said property or property rights.

(D) (i) As to real property or property rights required by District for the Water Management Plan but not contained within the boundaries of the Unit, District, following consultation with Landowner, shall determine the method of acquisition of said property or property rights.

(ii) Landowner shall be responsible for any and all costs and expenses incurred in acquiring real property or property rights for offsite Improvements required for the Water Management Plan; however, District may, at its sole discretion, reimburse Landowner for costs and expenses incurred by Landowner in the acquisition of such offsite real property or property rights, provided, that District shall not be required to reimburse Landowner unless and until District receives such District Financing which legally allows for the reimbursement of said costs and expenses.

(E) Any real property or property right contemplated or required to be conveyed to District in accordance with this Article must be conveyed to and received by District prior to the earliest occurrence of: (i) any conveyance by Landowner to third parties of any real property located within the Unit, (ii) coincident with the filing of any plat encompassing any real property located within the Unit, or (iii) to the extent deemed necessary by District for commencement of construction of the Water Management Plan.



(F) (i) The conveyance of any real property to District must be in a format acceptable to District and the real property being conveyed must be free and clear of all mortgages, liens, judgments, real property taxes, non-District special assessments, indebtedness, easements, or encumbrances.

(ii) Property rights that are being conveyed by easement shall require that all Mortgagees or lien holders consent, join in and subordinate their interests to District's easement.

(G) (i) Landowner may be required, following receipt of written notice from District, to deliver to District, at Landowner's sole expense, either (a) an abstract of title or (b) a title insurance commitment with same to be delivered at least twenty (20) days before the conveyance of any real property or property right to District.

(ii) If an abstract of title is to be delivered, said abstract of title must be prepared or brought current by a reputable and existing abstract firm or a member of the Florida Bar knowledgeable in real estate matters. Said abstract of title shall set forth an accurate synopsis of the instruments affecting title to the property which are recorded in the Public Records of Martin County, Florida, through the date of said abstract which must be no earlier than fifteen (15) days prior to the conveyance date and shall commence with the earliest public records or such later date as may be customary in Martin County, Florida. Upon receipt of said real property or property right, the abstract shall become the property of District.

(iii) If a title insurance policy is elected to be delivered by Landowner, the title insurance commitment must be issued by a Florida licensed title insurer agreeing to issue to District, upon recording of the real property or property right, an Owner's Policy of title insurance in such amount as the parties may mutually agree, insuring District's title to said real property or property right, subject only to liens, encumbrances, exceptions or qualifications as are permitted by this Article and those which will be discharged by Landowner at or before the conveyance. As to real property being conveyed in fee, Landowner shall be required to convey marketable title with same to be determined according to applicable title standards adopted by the authority of the Florida Bar.

(iv) District shall have ten (10) days from receipt of an abstract or title commitment to examine said abstract or title commitment. If title is found defective, District shall, within ten (10) business days, notify Landowner in writing specifying the defect(s). If the defect(s) render title unmarketable or contain any liens, encumbrances, exceptions or qualifications prohibited under the terms of this Section, Landowner will have thirty (30) days from receipt of written notice within which to remove the defect(s).

(H) Landowner shall be required to deliver to District a Class I Environmental Report as to any real property which is required to be conveyed to District if required by the District Engineer.

(I) Landowner shall be responsible for negotiating with utility providers as to the location of utilities, together with the provision of such easements or other property interests the utility providers may require.

**ARTICLE IX. MAINTENANCE OF WATER MANAGEMENT PLAN IMPROVEMENTS AND RELATED FACILITIES.**

**SECTION 9.01.** Following completion of the construction and District's acceptance of a Water Management Plan Improvement, District, if it is the owner thereof, shall be responsible for the Water Management Plan Improvement's repair and maintenance; provided, however, District may: (A) enter into a written maintenance agreement with Landowner, or other District approved entity, for maintenance of same or (B) convey the Water Management Plan Improvement to another governmental entity or a utility that shall thereafter operate and maintain same, unless otherwise agreed. District's grant of permission to maintain a Water Management Plan Improvement shall be subject to all District permitting conditions and criteria and may be revoked if the terms and conditions of the maintenance agreement or applicable permit conditions and criteria are violated.

**SECTION 9.02.** If any non-Water Management Plan Improvement is installed or constructed which connects with or impacts upon a Water Management Plan Improvement, Landowner shall be required to create a homeowner/property owner's association, or similar entity, the incorporation documents of which shall contain such language as District deems necessary to provide for the assumption of responsibility for the perpetual maintenance of the non-Water Management plan improvements by said association or entity.

**ARTICLE X. PAYMENT OF DISTRICT ASSESSMENTS.**

**SECTION 10.01.** Landowner hereby agrees that at all times while it holds fee title interest to any lands located within the Unit, that it will pay all of the Drainage Taxes applicable thereto, as same appear on the Tax Collector's Real Property Tax Bill. Said payment must be made on or before the last day by which Landowner would be entitled to pay the Tax Collector's Real Property Tax Bill without the imposition by the Tax Collector of either interest or penalty for failure to pay same.

**ARTICLE XI. REQUIRED LANDOWNER DISCLOSURES.**

**SECTION 11.01.** Landowner, prior to its conveying, selling, transferring or leasing any interest in the Property, shall prepare and submit to District for approval the following disclosure statement(s).

(A) One of the disclosure statements must be in form substantially similar to **Exhibit "D"** and be prominently displayed and contained in all: (i) sales brochures for all or any portion of the subject Property, (ii) purchase contracts with prospective buyers by means of a separate paragraph in the Real Estate Contract immediately above the signature line for the purchaser, which paragraph must be in capital letters. and (iii) contracts for leases of land within the Unit.

(B) The other shall appear in the appropriate homeowner's and/or property owner association documents, including Declaration of Covenants, if any. District shall be entitled to receive and Landowner agrees to provide to District such verification of the provision of the disclosure statement as District deems necessary and appropriate, but in any event the disclosure

statement shall, at a minimum, disclose the following: (i) that the Property is located within District's Unit, (ii) the general nature and scope of the Water Management Plan Improvements, (iii) District's involvement in the construction, financing, operation and/or maintenance of the Water Management Plan Improvements, (iv) that District will annually levy and collect Drainage Taxes upon the Property, (v) that the Drainage Taxes will be included in the Martin County Tax Collector's annual Unified Real Property Tax Bill and collected by the Tax Collector and (vi) if known, the approximate annual amount of the Drainage Taxes anticipated to be levied and assessed by District upon the subject Property.

(C) Further, if a homeowner's/property owner's association or similar entity is created, the homeowner/property owner's association documents shall also contain appropriate disclosure language providing for the payment, timing and duty of assumption of responsibility by such entity for the perpetual operation and maintenance of the non-Water Management plan improvements.

**SECTION 11.02.** Landowner hereby acknowledges and consents to recording by District in the Public Records of Martin County:

(A) A notice and disclosure of taxing authority, which shall be generally in the form of the attached **Exhibit "F"**, and

(B) The Report of Engineer, including subsequent amendments thereto, if any, as approved for the Unit, (ii) such Drainage Tax resolutions as may be adopted by District for the Unit, (iii) estimated annual non-ad valorem assessment notices, (iv) maintenance agreements or (v) in the alternative, a memorandum referencing said instruments, which may include a general summary of the contents contained therein, plus their location and availability.

**ARTICLE XII. PLATTING AND PROPERTY CONTROL NUMBER PROCEDURE.**

**SECTION 12.01.** Landowner shall be required to submit to District all proposed plats for real property within the Unit, together with such electronic plat related data as is requested and available, for review prior to recording and at all times comply with District's plat review procedure.

**ARTICLE XIII. RELEASE OR REVERSION OF DISTRICT PROPERTY RIGHTS.**

**SECTION 13.01.** (A) District may, at some subsequent date, determine that it no longer requires all or any portion of a property interest that was previously granted to it by Landowner.

(B) If District makes such a determination as to any property interest, then to such extent as determined by District at its sole discretion, said property interest(s) (or any portion or portions thereof) may be terminated and released in favor of Landowner, or Landowner's designee, successor in title or assigns, without the requirement of any consideration for said release by or from the recipient of same.

**SECTION 13.02.** The aforementioned reversion or release of a property interest(s) or any portion or portions thereof by District, shall not be effective until: (A) District has received a

written request by Landowner, or its designee successor or assignee requesting District to make such a determination and finding, and (B) the recording of a District quit-claim deed, release, termination or other appropriate document pertaining to the subject property right(s) or fee title interest(s).

**SECTION 13.03.** The recipient of the aforementioned reversion or release shall be responsible for all costs of recording said instrument(s).

**ARTICLE XIV. PERFORMANCE OBLIGATIONS.**

**SECTION 14.01.** All obligations of the District with respect to Landowner and this Agreement are subject to the following:

- (A) Successful creation of the Unit through required legal and governmental proceedings; and
- (B) Approval of both the Water Control Plan and Report of Engineer.

**SECTION 14.02.** If District is not successful in any step of the proceedings required for adoption of the initial Water Control Plan and Report of Engineer, or in order to construct, implement or finance the Water Control Plan and Water Control Plan Improvements, District shall have no further obligations under this Agreement other than to return, following payment of all of District's costs, which include but are not limited to administrative, legal, engineering, construction costs and other professional expenses incurred, to Landowner such surplus funds that have been deposited with District by Landowner.

**SECTION 14.03.** If any of the requirements set forth in Section 14.01 are not satisfied or accomplished, or if an event described in Section 14.02 should occur, and provided that all District costs and expenses have been paid, this Agreement may be terminated by either party by providing sixty (60) day prior written notice as is herein provided. Upon either party's receipt of such a written notice of termination, any and all property rights given to District by Landowner in contemplation of the successful construction and implementation of the Water Control Plan and determined to be subject to release or abandonment by District shall be returned to Landowner, its successors and/or assigns. Re-conveyance shall be at the expense of Landowner and shall only be done by District if re-conveyance does not violate any laws of the State of Florida, permit conditions or requirements that have been imposed upon District or Landowner by other governmental entities. Once this Agreement has been terminated and the property rights held by District have been resolved, the parties shall have no further rights or obligations under this Agreement.

**SECTION 14.04.** If Landowner or its agents, successors and assigns should fail to comply with any provision of this Agreement, requirements of the Water Control Plan, material contractual provisions or permits relating to the Water Control Plan, District is authorized to either issue: (A) a cease-and-desist order or (B) a performance mandate to the Landowner. The cease-and-desist order or performance mandate shall require Landowner and/or its agents, successors and assigns, to cease any non-complying activities, make timely corrections to eliminate the

discrepancies or deviations, repair damages that may have been incurred or such other appropriate actions. Landowner shall be responsible for paying all costs of such corrections and damages, together with the administrative costs of District, fees and charges of District Engineer, attorneys, and other professionals made necessary thereby. None of these costs and expenses shall qualify as reimbursable costs to Landowner.

**SECTION 14.05.** Any failure by Landowner to comply with, or fully perform, any of the provisions of this Agreement including specific compliance with the aforementioned cease and desist orders or mandates shall be deemed a breach of this Agreement, in which event District shall be authorized to seek such legal remedies as may be necessary to compel compliance with same. This relief may include but is not limited to: damages, injunctive relief, declaratory relief, and/or specific performance. If District is required to seek any of the aforementioned legal or equitable remedies, Landowner shall be required to pay all costs and attorney's fees (including appellate) incurred thereby and said amounts shall not be reimbursable to Landowner.

**ARTICLE XV. MISCELLANEOUS PROVISIONS.**

**SECTION 15.01.** Landowner understands that any Landowner improvements, encroachments, connections or discharges onto or into any District lands, property interests, facilities and/or improvements shall require a District permit prior to such implementation, encroachment, installation or construction. For the purposes of this paragraph, the term “District lands or facilities” shall be those properties or property rights, including real property, easements, facilities, Water Management Plan Improvements or related improvements that are owned by District either within and without this Unit and will be impacted upon by any of the hereinabove described actions of Landowner.

**SECTION 15.02.** Landowner shall not assign this Agreement to any third party without the express written consent of District which may be withheld by District at its sole discretion.

**SECTION 15.03.** Landowner has designated himself as the party who is authorized, empowered, and directed in the name and for the account of Landowner to take or cause to be taken any and all such other and further action and to execute, acknowledge and deliver any and all such other instruments as, in the judgment of said individual, may be necessary, proper or convenient in order to carry out the intention of this Agreement or modifications and amendments thereto.

**SECTION 15.04.** All notices or other communications required or desired to be given or made under this Agreement shall be in writing and be either: (A) personally delivered, (B) telecopied or (C) sent by certified mail, return receipt requested or registered mail with postage prepaid. All notices or other written communications shall be addressed as follows:

**As to District:**

**HOBE-ST, LUCIE CONSERVANCY DISTRICT**  
C/O Special District Services, Inc.  
2501A Burns Road

Palm Beach Gardens, Florida 33410  
Attention: District Manager  
Phone: (561) 630-4922  
Fax: (561) 630-4923  
Email: \_\_\_\_\_

**As to BECKER B-14: BECKER B-14 GROVE, LTD.**

1701 Highway AIA, Suite 204  
Vero Beach, Florida 32963  
Attention: \_\_\_\_\_  
Phone: (772) 234-5234  
Fax: (772) 595-3119  
E-Mail:

**As to HS EQUESTRIAN: HOBE SOUND EQUESTRIAN, LLC**

1701 Highway AIA, Suite 204  
Vero Beach, Florida 32963  
Attention: \_\_\_\_\_  
Phone: (772) 234-5234  
Fax: (772) 595-3119  
E-Mail:

If either party changes its mailing address, phone number, telecopy number or its designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

All notices personally delivered shall be deemed given or made upon actual receipt by the party, its agent or employee, to whom delivered; all notices sent by telecopy shall be deemed given on the date telecopied; and all notices sent by Certified or Registered Mail shall be deemed delivered on the earlier of (i) actual receipt by the party, its agent or employee or (ii) five (5) business days after deposit in U.S. Mail in accordance with the foregoing.

**SECTION 15.05.** Upon the satisfaction of all of the obligations of the parties under this Agreement, the parties shall execute and exchange such documents as they deem necessary to evidence that all obligations under this Agreement have been satisfied and fulfilled.

**SECTION 15.06.** Regardless of any provisions of this Agreement to the contrary, once District has initiated, implemented or constructed any Water Management Plan Improvement within the Unit, then in that event the following Sections and Articles, namely: 7.04, Article IX, 10.01, and 11.01 of this Agreement shall survive the cancellation or termination of this Agreement unless said Sections or Articles are specifically identified and terminated in a separate written instrument.

**SECTION 15.07.** This Agreement may be modified at any time and in all respects by an instrument in writing executed by all parties to this Agreement.

**SECTION 15.08.** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties, their heirs, executors, administrators, successors and assigns.

**SECTION 15.09.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision invalid, inoperative or unenforceable to any extent whatsoever. Further, this Agreement shall be construed and enforced as though said provision had not been contained herein and the Agreement shall be given full force and effect to the extent reasonably practicable.

**SECTION 15.10.** With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give any person or entity other than the parties hereto, any legal or equitable right, remedy or claim under or with respect to this Agreement since this Agreement is intended to be for the sole and exclusive benefit of the parties hereto.

**SECTION 15.11.** Any prior agreements between the parties in conflict with the provisions contained herein are, to the extent of any such conflict, hereby superseded and repealed by this Agreement.

**SECTION 15.12.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and which together shall constitute but one and the same instrument.

**SECTION 15.13.** This Agreement shall be effective as of the last date it has been executed by all parties.

**SECTION 15.14.** It is the intention of the parties that the laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.

**SECTION 15.15.** It is the intention of the parties that in the event any litigation should arise between the parties to this Agreement, then in that event the venue of said litigation shall be in the Nineteenth Judicial Circuit in and for Martin County, Florida.

**SECTION 15.16.** This Agreement shall not be recorded without the prior written consent of all parties.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the date herein set forth.

Executed by **DISTRICT**, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**HOBE-ST. LUCIE CONSERVANCY  
DISTRICT**, an Independent Special District of the  
State of Florida

(DISTRICT SEAL)

ATTEST:

BY: \_\_\_\_\_  
Rick Melchiori

By: \_\_\_\_\_  
Secretary

ITS: President

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2021 by Rick Melchiori as President of Hobe-St. Lucie Conservancy District. He/she  is personally known to me or  has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
[Notary Signature]

\_\_\_\_\_  
[Notary Printed Name]







Witnesses:

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

By: \_\_\_\_\_  
Richard E. Hurley, Manager

STATE OF FLORIDA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Richard E. Hurley, as a Manager of and on behalf of BECKER SISTERS MANAGEMENT, LLC, the general partner of BECKER B-14 GROVE LTD., a Florida limited partnership. He/she  is personally known to me or  has produced \_\_\_\_\_ as identification

(Seal)

\_\_\_\_\_  
[Notary Name Signed]

\_\_\_\_\_  
[Notary Name Printed]

Executed by **LANDOWNER**, this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**HOBE SOUND EQUESTRIAN, LLC**, a Florida Limited Liability Company

By: **BECKER B-14 GROVE LTD.**, a Florida Limited Partnership, its Authorized Member

By: **BECKER SISTERS MANAGEMENT, LLC**, a Florida Limited Liability Company, its General Partner

By: \_\_\_\_\_  
Thomas W. Hurley, Manager

STATE OF FLORIDA )  
 ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Thomas W. Hurley, as Manager of and on behalf of BECKER SISTERS MANAGEMENT, LLC, the general partner of BECKER B-14 GROVE LTD., a Florida limited partnership, the authorized Member of Hobe Sound Equestrian, LLC. He/she  is personally known to me or  has produced \_\_\_\_\_ as identification

(Seal)

\_\_\_\_\_  
[Notary Name Signed]

\_\_\_\_\_  
[Notary Name Printed]

[SIGNATURES CONTINUE NEXT PAGE]

By: \_\_\_\_\_  
R. Scott Hurley, Manager

STATE OF FLORIDA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by R. Scott Hurley, as Manager of and on behalf of BECKER SISTERS MANAGEMENT, LLC, the general partner of BECKER B-14 GROVE LTD., a Florida limited partnership, the authorized Member of Hobe Sound Equestrian, LLC. He/she  is personally known to me or  has produced \_\_\_\_\_ as identification

(Seal)

\_\_\_\_\_  
[Notary Name Signed]

\_\_\_\_\_  
[Notary Name Printed]

[SIGNATURES CONTINUE NEXT PAGE]

By: \_\_\_\_\_  
Richard E. Hurley, Manager

STATE OF FLORIDA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Richard E. Hurley, as Manager of and on behalf of BECKER SISTERS MANAGEMENT, LLC, the general partner of BECKER B-14 GROVE LTD., a Florida limited partnership, the authorized Member of Hobe Sound Equestrian, LLC. He/she  is personally known to me or  has produced \_\_\_\_\_ as identification

(Seal)

\_\_\_\_\_  
[Notary Name Signed]

\_\_\_\_\_  
[Notary Name Printed]

**LANDOWNER'S AGREEMENT  
BETWEEN AND AMONG  
HOBE-ST. LUCIE CONSERVANCY DISTRICT,  
BECKER B-14 GROVE, LTD.  
AND  
HOBE SOUND EQUESTRIAN, LLC  
UNIT OF DEVELOPMENT NO. 1**

**LIST OF EXHIBITS**

- |                    |   |
|--------------------|---|
| <b>EXHIBIT "A"</b> | <b>LEGAL DESCRIPTION, HOBE-ST LUCIE CONSERVANCY DISTRICT, UNIT OF DEVELOPMENT NO. 1</b> |
| <b>EXHIBIT "B"</b> | <b>LEGAL DESCRIPTION OF THE PROPERTY</b>  |
| <b>EXHIBIT "C"</b> | <b>GENERAL DESCRIPTION OF DISTRICT ENGINEER'S DUTIES AS TO THE UNIT OF DEVELOPMENT</b>  |
| <b>EXHIBIT "D"</b> | <b>SALES BROCHURE AND CONTRACTUAL DISCLOSURE</b>  |
| <b>EXHIBIT "E"</b> | <b>FORM OF NOTICE &amp; DISCLOSURE OF TAXING AUTHORITY</b>                              |

**EXHIBIT "A"**

**HOBE-ST LUCIE CONSERVANCY DISTRICT  
UNIT OF DEVELOPMENT NO. 1  
LEGAL DESCRIPTION**

**Unit 1**

All of those certain pieces, parcels, and tracts of land in Martin County included and contained within the following described boundary lines:

The South three-quarters (S 3/4) of Section 14, all of Section 23 and all of Section 26, Township 39 South, Range 41 East, Martin County, Florida, LESS AND EXCEPTING road right-of-way for State Road 708 (Bridge Road)

EXHIBIT 2

SHEET 1 OF 2

SEC. 2, TWP. 40 S., RGE. 40 E.

NOTE: BASE INFORMATION OBTAINED FROM MOCK ROOTS DATE: Feb. 2007

|            |  |  |                  |
|------------|--|--|------------------|
| REV: --    |  <b>HIGGINS ENGINEERING, INC.</b><br>4623 FOREST HILL BLVD.<br>WEST PALM BEACH, FLORIDA 33415<br>ENGINEERING BUSINESS NO.4209<br>561-439-7807 | Unit No. 1<br>Hobe-St. Lucie<br>Conservancy District<br>Martin County, Florida | SCALE: 1"=1 Mile |
| FIELD: --  |  |  | DATE: Feb. 2007  |
| DRAWN: PBT |  |  | P.A.NO. 76192.31 |
| APPR: MHC  |  |  | DR. NO. A-       |

07184\_Exhibits\Exhibits 1-B.dwg



## **EXHIBIT “B”**

### **THE PROPERTY LEGAL DESCRIPTION**

That certain parcel of land located in Martin County, Florida, containing approximately 1557 acres and more particularly described as Tracts A and D as set forth in the Hobe Sound Equestrian Plat recorded in Plat Book 17, Page 79, Public Records of Martin County, Florida; together with the improved property known as the Hobe Sound Polo Club, as set forth on the Plat recorded in Plat Book 16, Page 78. Public Records of Martin County, Florida.

**EXHIBIT “C”  
GENERAL DESCRIPTION OF DISTRICT ENGINEER’S DUTIES  
AS TO THE UNIT OF DEVELOPMENT**

The scope of duties of District Engineer as they relate to the Unit is generally described as follows:

1. Preparation of the Plan of Improvements and Engineer’s Report with assistance from District, Project Engineer(s) and Landowner.
2. Provision of general oversight for the implementation and construction of the Plan of Improvements.
3. Review of plans and specifications prepared by the Project Engineer(s) and provide recommendations to District, Project Engineer(s) and Landowner regarding same.
4. Review of all proposed Request for Bids or Proposals prepared by the Project Engineer(s) and provide recommendations to District, Project Engineer(s) and Landowner.
5. General oversight of all contractor applications for payment, including Project Engineer(s) recommendations relating to same, and provide recommendations to the Board, District, Project Engineer(s) and/or applicant.
6. General oversight of all change orders and provide recommendations to District and Project Engineer(s).
7. Review of all Project Engineer(s) recommendations regarding applications for permits and provide recommendations to District, Project Engineer(s) and permit applicant.
8. Review of all Project Engineer(s) Certificates of Substantial Completion and provide recommendations to the Board and Project Engineer(s).
9. Provision to District of monthly status reports regarding the Unit with such recommendations as District Engineer deems appropriate or necessary.
10. Design of all construction plans and specifications, preparation of Request(s) for Bids/proposals and provision of construction phase services for District stormwater pump stations.
11. Design construction plans and specifications, preparation of Request(s) for Bids/proposals and provision of construction phase services for operable surface Water Management gates and weir structures, unless otherwise directed by the Board.
12. Following initial construction or installation of a Water Management Plan Improvement, the provision of such future engineering services as may be needed for the maintenance, repair and/or replacement of same.

**EXHIBIT “D”  
SALES BROCHURE AND CONTRACTUAL DISCLOSURE**

**“HOBE-ST. LUCIE CONSERVANCY DISTRICT IMPOSES ASSESSMENTS ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE DISTRICT’S GOVERNING BOARD. THESE ASSESSMENTS ARE IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.”**

**EXHIBIT “E”  
FORM OF  
NOTICE & DISCLOSURE OF TAXING AUTHORITY**

This Instrument Prepared by  
and to be Returned to:

Caldwell Pacetti Edwards Schoech & Viator LLP  
1555 Palm Beach Lakes Boulevard, Suite 1200  
West Palm Beach, FL 33401

---

**NOTICE AND DISCLOSURE OF TAXING AUTHORITY  
BY  
HOBE-ST. LUCIE CONSERVANCY DISTRICT**

**HOBE-ST-LUCIE CONSERVANCY DISTRICT** (“DISTRICT”) is an independent special district of the State of Florida and has or intends to construct and/or maintain public facilities and improvements for the benefit of the real property described in attached **Exhibit “A”**, which real property comprises DISTRICT’s Unit of Development No. 1 (the “Unit”).

As a result of DISTRICT’s construction and/or maintenance of these public facilities and improvements, DISTRICT hereby advises all present and future owners of real property within the Unit that they will be required to annually pay an amount to DISTRICT for the cost of constructing and/or maintaining these public facilities and improvements.

DISTRICT’s annual bill to the owners of real property within the Unit will be shown, in addition to real property taxes and charges of other governmental entities, on the Real Property Tax Bill that is sent out around November of each year by the Martin County Tax Collector.

If you should have any questions regarding this notice or your obligation to pay these charges, please write to HOBE-ST. LUCIE CONSERVANCY DISTRICT at c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 or call DISTRICT’s Manager at 561-630-4922.

Executed by DISTRICT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**HOBE-ST. LUCIE CONSERVANCY  
DISTRICT**, an Independent Special District of the  
State of Florida

(DISTRICT SEAL)

ATTEST:

BY: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Secretary

ITS: President

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_ and \_\_\_\_\_ as President of Hobe-St. Lucie Conservancy District. He/she  is personally known to me or  has produced \_\_\_\_\_ as identification.

(SEAL)

\_\_\_\_\_  
[Notary Signature]

\_\_\_\_\_  
[Notary Printed Name]

**LANDOWNER'S AGREEMENT  
BETWEEN AND AMONG  
HOBE-ST. LUCIE CONSERVANCY DISTRICT,  
AND  
GROVE XXIII GOLF CLUB, INC.  
UNIT OF DEVELOPMENT NO. 1  
AMENDMENT TO WATER CONTROL PLAN**

**THIS AGREEMENT** shall be effective as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021, and is being entered into by and among **HOBE-ST. LUCIE CONSERVANCY DISTRICT**, an independent special district of the State of Florida, with offices c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (hereafter referred to as "District"); and **GROVE XXIII GOLF CLUB, INC.**, a Florida corporation not-for-profit (hereafter "Landowner").

**W I T N E S S E T H**

**WHEREAS**, District is an independent special district of the State of Florida and operates according to the provisions of Chapter 2005-339, Laws of Florida, as amended and supplemented by the applicable provisions of Chapter 298 of Florida Statutes and other laws of Florida; and

**WHEREAS**, District is authorized to form Units of Development within its boundaries for the purpose of implementing, constructing, operating and maintaining Water Management facilities and other public improvements; and

**WHEREAS**, on June 29, 2007, District approved a Water Management Plan for Unit of Development No. 1 ("Unit 1"), an approximately 1777.7 acre parcel, the boundaries of which are described in the attached **Exhibit "A"**, which Water Management Plan was subsequently amended on March 27, 2008 ("First Amendment") and on August 20, 2009 ("Second Amendment"); and

**WHEREAS**, Landowner owns a parcel of real property approximately 210.62 acres in size within the boundaries of District's Unit 1, more particularly described in the attached **Exhibit "B"** (AKA "Grove Golf Club"); and

**WHEREAS**, Landowner is a "Successor Grower" having legal authority to give, grant and convey to District and to request relocation or termination and release by District, in whole or in part, of those rights and easements in, over, under and upon the Property identified in that certain Relocatable Easement, dated October 24, 2006 and recorded on in Official Record Book 2191, Page 2163, of the Official Records of Martin County, Florida, as amended (the "Relocatable Easement"); and

**WHEREAS**, Landowner has submitted a written request to District for further amendment of the Unit 1 Water Management Plan to accommodate certain District public improvements within the boundaries of the Property; and

**WHEREAS**, Landowner has asked District to terminate and release certain easements in, over, under and upon the Property, and to take other official actions in conjunction

with amending the Unit 1 Water Management Plan; and

**WHEREAS**, the parties hereto wish to reduce to writing their understanding and agreements pertaining to the aforementioned petition to amend the Unit 1 Water Management Plan.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants as herein set forth, the parties agree as follows:

**ARTICLE I. RATIFICATION OF RECITALS.**

**SECTION 1.01.** The parties to this Agreement hereby ratify and acknowledge that the recitals as set forth here in above are true and correct to the best of their knowledge and belief and are incorporated herein by this reference.

**ARTICLE II. TERM OF AGREEMENT.**

**SECTION 2.01.** For and in consideration of the mutual promises, covenants, undertakings and other matters contained herein, the parties to this Agreement mutually agree that this Agreement shall constitute a contract between District and Landowner.

**SECTION 2.02.** This Agreement shall continue in full force and effect until the last to occur of the following:

- (A) Twenty (20) years from the effective date of the Agreement, or
- (B) All Water Management Plan Improvements have been installed or constructed, as the case may be, and accepted by District.

**ARTICLE III. CONDITION PRECEDENTS FOR AGREEMENT.**

**SECTION 3.01.** Landowner confirms that at the time of the execution of this Agreement, it owns at least fifty-one percent (51%) of the real property described on Exhibit B.

**SECTION 3.02.** District, in reliance upon the confirmation of Landowner contained in Section 3.01 above, agrees to enter into this Agreement.

**ARTICLE IV. DEFINITIONS.**

The following words and phrases shall have the following meanings when used herein:

“Act” means Chapter 2005-339, Laws of Florida, as may be amended and supplemented from time to time, the applicable provisions of Chapter 298, Florida Statutes, and other Laws of Florida.

"Board" means the Board of Supervisors of Hobe-St. Lucie Conservancy District.

“Business Day” means any day except any Saturday or Sunday or day in which the principal office of Hobe-St. Lucie Conservancy District is closed.

“Circuit Court” means the 19<sup>th</sup> Judicial Circuit in and for Martin County, Florida.

“Conceptual Permit” means a permit issued by another governmental entity that sets forth the parameters and authorizations approving in general one or more of the proposed Water Management Plan Improvements.

“District” means Hobe-St. Lucie Conservancy District, an independent special district of the State created and operated pursuant to the Act.

“District Engineer” means the engineer or firm of engineers serving as District's general engineer in accordance with the Act whose duties as they relate to the Unit are generally described in attached **Exhibit “C”**.

“Drainage Taxes” means the non-ad valorem special assessments levied and assessed by Hobe-St. Lucie Conservancy Improvement District in accordance with the Act upon the real property located within the Unit.

“Grower” means the party or parties having legal authority to give, grant and convey to District and to request relocation or termination and release of, in whole or in part, the rights and easements identified in that certain Easement (Relocatable)(B-14 Grove), dated October 24, 2006 and recorded on October 25, 2006 as Instrument Number 1969065 in Official Record Book 2191, Page 2163, of the Official Records of Martin County, Florida (the “Relocatable Easement”), as it may be amended. The term includes “Successor Grower” as defined in the Relocatable Easement.

“Landowner” means such party or parties who have entered into this Agreement with District, including Landowner's successors and assigns.

“Plan” means “Water Management Plan” and all amendments thereto.

“Report of Engineer” means the report prepared by District Engineer setting forth the benefits and/or damages accruing to lands within the Unit arising out of the implementation and construction of Water Management Plan Improvements.

“State” means the State of Florida.

“Supervisor” means a member of the Board of Supervisors of District serving pursuant to the Act.

“Unit” means Unit of Development No. 1, which was established pursuant to a Resolution of District over the real property described in attached **Exhibits “A” and “B”**, and other real property.



“Water Management Plan” means the Water Management Plan (a/k/a “Plan of Improvements” or “Water Control Plan”), together with all amendments thereto, for the Unit adopted by District as provided for in the Act.

“Water Management Plan Improvements” means any and all drainage and land reclamation works and facilities, storm sewers and drains, streets and roads, or other projects of District permitted under the Act and described in the Water Management Plan.

**ARTICLE V. COSTS OF UNIT FORMATION AND DESIGN, PREPARATION AND APPROVAL PROCESS OF WATER MANAGEMENT PLAN.**

**SECTION 5.01.** Landowner shall be responsible for its proportionate share of District’s expenses incurred in creation of the Unit and in designing, preparing, approving and permitting the Water Management Plan and Water Management Plan Improvements. Such expenses may include, but are not limited to the following: administration costs, engineering fees, legal fees, financial advisor fees, consultant fees, appraisal fees, permit fees, design costs, recording fees, filing fees, publication costs and/or such other District expenses as have been and will be incurred in the creation of the Unit and the design, preparation and approval process of the Unit’s Water Management Plan and Report of Engineer, plus acquisition of District Financing, if any.

**ARTICLE VI. PREPARATION OF WATER MANAGEMENT PLAN.**

**SECTION 6.01.** District (working in conjunction with District Engineer and Landowner) shall be responsible for coordinating preparation of a Water Management Plan for the Unit.

**SECTION 6.02.** The Water Management Plan shall set forth the nature and extent of District’s and Landowner’s objectives as to the design, construction, supervision, operation, maintenance, estimated costs and alternatives for financing the Water Management Plan Improvements described therein.

**SECTION 6.03.** In order for District to prepare the Water Management Plan, Landowner and/or Landowner’s agents shall coordinate with District and/or its agents and provide, if requested, the following documentation and information: (A) identification of all fee title owners owning an interest in the Property, including their name, address and ownership interest, (B) scope and nature of proposed Water Management Plan Improvements, (C) signed and sealed boundary survey and legal description of Property, (D) existing conditions of the Property, and (E) information regarding the Improvements.

**SECTION 6.04.** At such time as the design and preparation of the proposed Water Management Plan for the Unit has been concluded, the Water Management Plan will be submitted to the Board for consideration.

**ARTICLE VII. WATER MANAGEMENT PLAN ADOPTION PROCEDURE.**

**SECTION 7.01.** Once the proposed Water Management Plan and Report of Engineer have received final approval from the Board, it shall be the responsibility of Landowner, following

consultation with District and/or its agents, to provide and/or obtain all written approvals and/or permits (which may include but are not limited to: final approval of land use, environmental conceptual permits, utilities, legal positive outfalls and other prerequisites necessary for implementation of the Water Management Plan) from the appropriate governmental regulatory agencies or entities having jurisdiction over the matters which are contemplated in the Water Management Plan.

**SECTION 7.02.** In the event Landowner has received, prior to District's adoption of the Water Management Plan, written approvals and/or permits that do not comply with District's standards and criteria, Landowner shall be required, at its own expense, to obtain such new or amended approvals and/or permits that comply with District's standards and criteria.

**SECTION 7.03.** At such time as District and all other appropriate governmental approvals and/or permits have been received and approved by District and the other prerequisites set forth in this Agreement have been satisfied, District shall implement the Water Management Plan in accordance with the Act and Board direction.

**SECTION 7.04.** Following District's adoption of a Water Management Plan and Report of Engineer for the Property, Landowner shall thereafter be prohibited from limiting or restricting any successor property (including parts thereof) owner's usage and benefit of the Water Management Plan Improvements implemented or constructed pursuant to the Water Management Plan that are otherwise available for use by other benefitted Property owners (including parts thereof) within the Unit and for which said successor property owner is required or obligated to pay District Drainage Taxes. This prohibition is continuing and shall survive the termination or cancellation of this Agreement.

**ARTICLE VIII. DESIGN, PERMITTING AND CONSTRUCTION OF WATER MANAGEMENT PLAN IMPROVEMENTS.**

**SECTION 8.01.** Landowner shall, at such time or times as requested by District, comply with or satisfy the following conditions:

(A) Blanket Water Management Easement: [DELETED: satisfied by Easement (Relocatable) recorded in ORB 2191, Page 2163, Section 4, Official Records of Martin County, Florida, as amended].

(B) Convey to District such real property or property rights which District requires for the construction, operation and maintenance of the Water Management Plan or other District infrastructures and facilities, including appurtenances and access. Said real property or property rights may include but are not limited to: (i) Water Management Easements, (ii) Water Management Maintenance Easements, (iii) Access, Ingress and Egress Easements, (iv) Utility Easements, (v) Drainage Easements, (vi) Conservation Easements, (vii) Preservation Easements, (viii) Outfall Easements, (ix) Roadway Easements, (x) License Agreements, and (xi) Fee Simple or other title to designated real property.

(C) All costs incurred in conveying the aforementioned real property or property rights to District shall be borne by Landowner. These costs may include but are not limited to: (i) surveys, (ii) environmental contamination reports, (iii) preparation of legal descriptions, (iv) engineering fees, (v) legal fees, (vi) administrative fees, (vii) recording costs, (viii) title insurance and (ix) such other expenses that are applicable to the conveyance of said property or property rights.

(D) (i) As to real property or property rights required by District for the Water Management Plan but not contained within the boundaries of the Unit, District, following consultation with Landowner, shall determine the method of acquisition of said property or property rights.

(ii) Landowner shall be responsible for any and all costs and expenses incurred in acquiring real property or property rights for offsite Improvements required for the Water Management Plan; however, District may, at its sole discretion, reimburse Landowner for costs and expenses incurred by Landowner in the acquisition of such offsite real property or property rights, provided, that District shall not be required to reimburse Landowner unless and until District receives such District Financing which legally allows for the reimbursement of said costs and expenses.

(E) Any real property or property right contemplated or required to be conveyed to District in accordance with this Article must be conveyed to and received by District prior to the earliest occurrence of: (i) any conveyance by Landowner to third parties of any real property located within the Unit, (ii) coincident with the filing of any plat encompassing any real property located within the Unit, or (iii) to the extent deemed necessary by District for commencement of construction of the Water Management Plan.

(F) (i) The conveyance of any real property to District must be in a format acceptable to District and the real property being conveyed must be free and clear of all mortgages, liens, judgments, real property taxes, non-District special assessments, indebtedness, easements, or encumbrances.

(ii) Property rights that are being conveyed by easement shall require that all Mortgagees or lien holders consent, join in and subordinate their interests to District's easement.

(G) (i) Landowner may be required, following receipt of written notice from District, to deliver to District, at Landowner's sole expense, either (a) an abstract of title or (b) a title insurance commitment with same to be delivered at least twenty (20) days before the conveyance of any real property or property right to District.

(ii) If an abstract of title is to be delivered, said abstract of title must be prepared or brought current by a reputable and existing abstract firm or a member of the Florida Bar knowledgeable in real estate matters. Said abstract of title shall set forth an accurate synopsis of the instruments affecting title to the property which are recorded in the Public Records of Martin County, Florida, through the date of said abstract which must be no earlier than fifteen (15) days prior to the conveyance date and shall commence with the earliest public records or such later date as may be customary in Martin County, Florida. Upon receipt of said real property or property

right, the abstract shall become the property of District.

(iii) If a title insurance policy is elected to be delivered by Landowner, the title insurance commitment must be issued by a Florida licensed title insurer agreeing to issue to District, upon recording of the real property or property right, an Owner's Policy of title insurance in such amount as the parties may mutually agree, insuring District's title to said real property or property right, subject only to liens, encumbrances, exceptions or qualifications as are permitted by this Article and those which will be discharged by Landowner at or before the conveyance. As to real property being conveyed in fee, Landowner shall be required to convey marketable title with same to be determined according to applicable title standards adopted by the authority of the Florida Bar.

(iv) District shall have ten (10) days from receipt of an abstract or title commitment to examine said abstract or title commitment. If title is found defective, District shall, within ten (10) business days, notify Landowner in writing specifying the defect(s). If the defect(s) render title unmarketable or contain any liens, encumbrances, exceptions or qualifications prohibited under the terms of this Section, Landowner will have thirty (30) days from receipt of written notice within which to remove the defect(s).

(H) Landowner shall be required to deliver to District a Class I Environmental Report as to any real property which is required to be conveyed to District if required by the District Engineer.

(I) Landowner shall be responsible for negotiating with utility providers as to the location of utilities, together with the provision of such easements or other property interests the utility providers may require.

**ARTICLE IX. MAINTENANCE OF WATER MANAGEMENT PLAN IMPROVEMENTS AND RELATED FACILITIES.**

**SECTION 9.01.** Following completion of the construction and District's acceptance of a Water Management Plan Improvement, District, if it is the owner thereof, shall be responsible for the Water Management Plan Improvement's repair and maintenance; provided, however, District may: (A) enter into a written maintenance agreement with Landowner, or other District approved entity, for maintenance of same or (B) convey the Water Management Plan Improvement to another governmental entity or a utility that shall thereafter operate and maintain same, unless otherwise agreed. District's grant of permission to maintain a Water Management Plan Improvement shall be subject to all District permitting conditions and criteria and may be revoked if the terms and conditions of the maintenance agreement or applicable permit conditions and criteria are violated.

**SECTION 9.02.** If any non-Water Management Plan Improvement is installed or constructed which connects with or impacts upon a Water Management Plan Improvement, Landowner shall be required to create a homeowner/property owner's association, or similar entity, the incorporation documents of which shall contain such language as District deems necessary to provide for the assumption of responsibility for the perpetual maintenance of the non-Water Management plan improvements by said association or entity.

**ARTICLE X. PAYMENT OF DISTRICT ASSESSMENTS.**

**SECTION 10.01.** Landowner hereby agrees that at all times while it holds fee title interest to any lands located within the Unit, that it will pay all of the Drainage Taxes applicable thereto, as same appear on the Tax Collector's Real Property Tax Bill. Said payment must be made on or before the last day by which Landowner would be entitled to pay the Tax Collector's Real Property Tax Bill without the imposition by the Tax Collector of either interest or penalty for failure to pay same.

**ARTICLE XI. REQUIRED LANDOWNER DISCLOSURES.**

**SECTION 11.01.** Landowner, prior to its conveying, selling, transferring or leasing any interest in the Property, shall prepare and submit to District for approval the following disclosure statement(s).

(A) One of the disclosure statements must be in form substantially similar to **Exhibit "D"** and be prominently displayed and contained in all: (i) sales brochures for all or any portion of the subject Property, (ii) purchase contracts with prospective buyers by means of a separate paragraph in the Real Estate Contract immediately above the signature line for the purchaser, which paragraph must be in capital letters. and (iii) contracts for leases of land within the Unit.

(B) The other shall appear in the appropriate homeowner's and/or property owner association documents, including Declaration of Covenants, if any. District shall be entitled to receive and Landowner agrees to provide to District such verification of the provision of the disclosure statement as District deems necessary and appropriate, but in any event the disclosure statement shall, at a minimum, disclose the following: (i) that the Property is located within District's Unit, (ii) the general nature and scope of the Water Management Plan Improvements, (iii) District's involvement in the construction, financing, operation and/or maintenance of the Water Management Plan Improvements, (iv) that District will annually levy and collect Drainage Taxes upon the Property, (v) that the Drainage Taxes will be included in the Martin County Tax Collector's annual Unified Real Property Tax Bill and collected by the Tax Collector and (vi) if known, the approximate annual amount of the Drainage Taxes anticipated to be levied and assessed by District upon the subject Property.

(C) Further, if a homeowner's/property owner's association or similar entity is created, the homeowner/property owner's association documents shall also contain appropriate disclosure language providing for the payment, timing and duty of assumption of responsibility by such entity for the perpetual operation and maintenance of the non-Water Management plan improvements.

**SECTION 11.02.** Landowner hereby acknowledges and consents to recording by District in the Public Records of Martin County:

(A) A notice and disclosure of taxing authority, which shall be generally in the form of the attached **Exhibit "E"**, and

(B) The Report of Engineer, including subsequent amendments thereto, if any, as are

approved for the Unit, (ii) such Drainage Tax resolutions as may be adopted by District for the Unit, (iii) estimated annual non-ad valorem assessment notices, (iv) maintenance agreements or (v) in the alternative, a memorandum referencing said instruments, which may include a general summary of the contents contained therein, plus their location and availability.

**ARTICLE XII. PLATTING AND PROPERTY CONTROL NUMBER PROCEDURE.**

**SECTION 12.01.** Landowner shall be required to submit to District all proposed plats for real property within the Unit, together with such electronic plat related data as is requested and available, for review prior to recording and at all times comply with District's plat review procedure.

**ARTICLE XIII. RELEASE OR REVERSION OF DISTRICT PROPERTY RIGHTS.**

**SECTION 13.01.** (A) District may, at some subsequent date, determine that it no longer requires all or any portion of a property interest that was previously granted to it by Landowner.

(B) If District makes such a determination as to any property interest, then to such extent as determined by District at its sole discretion, said property interest(s) (or any portion or portions thereof) may be terminated and released in favor of Landowner, or Landowner's designee, successor in title or assigns, without the requirement of any consideration for said release by or from the recipient of same.

**SECTION 13.02.** The aforementioned reversion or release of a property interest(s) or any portion or portions thereof by District, shall not be effective until: (A) District has received a written request by Landowner, or its designee successor or assignee requesting District to make such a determination and finding, and (B) the recording of a District quit-claim deed, release, termination or other appropriate document pertaining to the subject property right(s) or fee title interest(s).

**SECTION 13.03.** The recipient of the aforementioned reversion or release shall be responsible for all costs of recording said instrument(s).

**ARTICLE XIV. PERFORMANCE OBLIGATIONS.**

**SECTION 14.01.** All obligations of the District with respect to Landowner and this Agreement are subject to the following:

- (A) Successful creation of the Unit through required legal and governmental proceedings; and
- (B) Approval of both the Water Control Plan and Report of Engineer.

**SECTION 14.02.** If District is not successful in any step of the proceedings required for adoption of the initial Water Control Plan and Report of Engineer, or in order to construct,

implement or finance the Water Control Plan and Water Control Plan Improvements, District shall have no further obligations under this Agreement other than to return, following payment of all of District's costs, which include but are not limited to administrative, legal, engineering, construction costs and other professional expenses incurred, to Landowner such surplus funds that have been deposited with District by Landowner.

**SECTION 14.03.** If any of the requirements set forth in Section 14.01 are not satisfied or accomplished, or if an event described in Section 14.02 should occur, and provided that all District costs and expenses have been paid, this Agreement may be terminated by either party by providing sixty (60) day prior written notice as is herein provided. Upon either party's receipt of such a written notice of termination, any and all property rights given to District by Landowner in contemplation of the successful construction and implementation of the Water Control Plan and determined to be subject to release or abandonment by District shall be returned to Landowner, its successors and/or assigns. Re-conveyance shall be at the expense of Landowner and shall only be done by District if re-conveyance does not violate any laws of the State of Florida, permit conditions or requirements that have been imposed upon District or Landowner by other governmental entities. Once this Agreement has been terminated and the property rights held by District have been resolved, the parties shall have no further rights or obligations under this Agreement.

**SECTION 14.04.** If Landowner or its agents, successors and assigns should fail to comply with any provision of this Agreement, requirements of the Water Control Plan, material contractual provisions or permits relating to the Water Control Plan, District is authorized to either issue: (A) a cease and desist order or (B) a performance mandate to the Landowner. The cease and desist order or performance mandate shall require Landowner and/or its agents, successors and assigns, to cease any non-complying activities, make timely corrections to eliminate the discrepancies or deviations, repair damages that may have been incurred or such other appropriate actions. Landowner shall be responsible for paying all costs of such corrections and damages, together with the administrative costs of District, fees and charges of District Engineer, attorneys, and other professionals made necessary thereby. None of these costs and expenses shall qualify as reimbursable costs to Landowner.

**SECTION 14.05.** Any failure by Landowner to comply with, or fully perform, any of the provisions of this Agreement including specific compliance with the aforementioned cease and desist orders or mandates shall be deemed a breach of this Agreement, in which event District shall be authorized to seek such legal remedies as may be necessary to compel compliance with same. This relief may include but is not limited to: damages, injunctive relief, declaratory relief, and/or specific performance. If District is required to seek any of the aforementioned legal or equitable remedies, Landowner shall be required to pay all costs and attorney's fees (including appellate) incurred thereby and said amounts shall not be reimbursable to Landowner.

**ARTICLE XV. MISCELLANEOUS PROVISIONS.**

**SECTION 15.01.** Landowner understands that any Landowner improvements, encroachments, connections or discharges onto or into any District lands, property interests, facilities and/or improvements shall require a District permit prior to such implementation,

encroachment, installation or construction. For the purposes of this paragraph, the term “District lands or facilities” shall be those properties or property rights, including real property, easements, facilities, Water Management Plan Improvements or related improvements that are owned by District either within and without this Unit and will be impacted upon by any of the hereinabove described actions of Landowner.

**SECTION 15.02.** Landowner shall not assign this Agreement to any third party without the express written consent of District which may be withheld by District at its sole discretion.

**SECTION 15.03.** Landowner has designated himself as the party who is authorized, empowered, and directed in the name and for the account of Landowner to take or cause to be taken any and all such other and further action and to execute, acknowledge and deliver any and all such other instruments as, in the judgment of said individual, may be necessary, proper or convenient in order to carry out the intention of this Agreement or modifications and amendments thereto.

**SECTION 15.04.** All notices or other communications required or desired to be given or made under this Agreement shall be in writing and be either: (A) personally delivered, (B) telecopied or (C) sent by certified mail, return receipt requested or registered mail with postage prepaid. All notices or other written communications shall be addressed as follows:

**As to District:**

**HOBE-ST, LUCIE CONSERVANCY DISTRICT**  
C/O Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attention: District Manager  
Phone: (561) 630-4922  
Fax: (561) 630-4923  
Email: \_\_\_\_\_

**As to LANDOWNER: GROVE XXIII GOLF CLUB, INC.**

2323 S.E. BLACKCAT WAY  
Hobe Sound, Florida 33455  
Attention: President  
Phone: (\_\_\_\_\_) \_\_\_\_\_  
E-Mail: kweyand@grovexxiii.com

If either party changes its mailing address, phone number, e-mail, telecopy number or its designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) days of the change.

All notices personally delivered shall be deemed given or made upon actual receipt by the party, its agent or employee, to whom delivered; all notices sent by e-mail or telecopy shall be



deemed given on the date e-mailed or telecopied; and all notices sent by Certified or Registered Mail shall be deemed delivered on the earlier of (i) actual receipt by the party, its agent or employee or (ii) five (5) business days after deposit in U.S. Mail in accordance with the foregoing.

**SECTION 15.05.** Upon the satisfaction of all of the obligations of the parties under this Agreement, the parties shall execute and exchange such documents as they deem necessary to evidence that all obligations under this Agreement have been satisfied and fulfilled.

**SECTION 15.06.** Regardless of any provisions of this Agreement to the contrary, once District has initiated, implemented or constructed any Water Management Plan Improvement within the Unit, then in that event the following Sections and Articles, namely: 7.04, Article IX, 10.01, and 11.01 of this Agreement shall survive the cancellation or termination of this Agreement unless said Sections or Articles are specifically identified and terminated in a separate written instrument.

**SECTION 15.07.** This Agreement may be modified at any time and in all respects by an instrument in writing executed by all parties to this Agreement.

**SECTION 15.08.** All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties, their heirs, executors, administrators, successors and assigns.

**SECTION 15.09.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision invalid, inoperative or unenforceable to any extent whatsoever. Further, this Agreement shall be construed and enforced as though said provision had not been contained herein and the Agreement shall be given full force and effect to the extent reasonably practicable.

**SECTION 15.10.** With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give any person or entity other than the parties hereto, any legal or equitable right, remedy or claim under or with respect to this Agreement since this Agreement is intended to be for the sole and exclusive benefit of the parties hereto.

**SECTION 15.11.** Any prior agreements between the parties in conflict with the provisions contained herein are, to the extent of any such conflict, hereby superseded and repealed by this Agreement.

**SECTION 15.12.** This Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and which together shall constitute but one and the same instrument.

**SECTION 15.13.** This Agreement shall be effective as of the last date it has been executed by all parties.

**SECTION 15.14.** It is the intention of the parties that the laws of the State of Florida shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the parties.

**SECTION 15.15.** It is the intention of the parties that in the event any litigation should arise between the parties to this Agreement, then in that event the venue of said litigation shall be in the Nineteenth Judicial Circuit in and for Martin County, Florida.

**SECTION 15.16.** This Agreement shall not be recorded without the prior written consent of all parties.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands and seals on the date herein set forth.

Executed by **DISTRICT** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**HOBE-ST. LUCIE CONSERVANCY  
DISTRICT**, an Independent Special District of the  
State of Florida

(DISTRICT SEAL)

ATTEST:

BY: \_\_\_\_\_  
Rick Melchiori

By: \_\_\_\_\_  
Secretary

ITS: President

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by Rick Melchiori, as President of Hobe-St. Lucie Conservancy District, an Independent Special District of the State of Florida, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

[NOTARY SEAL]

\_\_\_\_\_

\_\_\_\_\_  
[Name Printed]

NOTARY PUBLIC-STATE OF FLORIDA

**Executed** by LANDOWNER, this \_\_\_\_ day of \_\_\_\_\_, 2021.

Witnesses:

**GROVE XXIII GOLF CLUB, INC.**, a Florida corporation, not-for-profit

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Printed Name*

By: \_\_\_\_\_  
Ken Weyand, President

STATE OF FLORIDA                    )  
  ) ss.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this \_\_\_\_ day of \_\_\_\_\_, 2021, by Ken Weyand, as President of Grove XXIII Golf Club, Inc. on behalf Grove XXIII Golf Club, Inc., a Florida not-for-profit corporation, who  is personally known to me or  has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public - State of Florida  
Commission Number: \_\_\_\_\_  
Commission Expires: \_\_\_\_\_

(Notarial Seal)

**LANDOWNER'S AGREEMENT  
BETWEEN AND AMONG  
HOBE-ST. LUCIE CONSERVANCY DISTRICT,  
AND  
GROVE XXIII GOLF CLUB, INC.  
UNIT OF DEVELOPMENT NO. 1**

**LIST OF EXHIBITS**

- |                    |   |
|--------------------|---|
| <b>EXHIBIT "A"</b> | <b>LEGAL DESCRIPTION, HOBE-ST LUCIE CONSERVANCY DISTRICT, UNIT OF DEVELOPMENT NO. 1</b> |
| <b>EXHIBIT "B"</b> | <b>LEGAL DESCRIPTION OF GROVE XXIII GOLF CLUB, INC. PROPERTY</b>                        |
| <b>EXHIBIT "C"</b> | <b>GENERAL DESCRIPTION OF DISTRICT ENGINEER'S DUTIES AS TO THE UNIT OF DEVELOPMENT</b>  |
| <b>EXHIBIT "D"</b> | <b>SALES BROCHURE AND CONTRACTUAL DISCLOSURE</b>  |
| <b>EXHIBIT "E"</b> | <b>FORM OF NOTICE &amp; DISCLOSURE OF TAXING AUTHORITY</b>                              |

**EXHIBIT "A"**

**HOBE-ST LUCIE CONSERVANCY DISTRICT  
UNIT OF DEVELOPMENT NO. 1  
LEGAL DESCRIPTION**

**Unit 1**

All of those certain pieces, parcels, and tracts of land in Martin County included and contained within the following described boundary lines:

The South three-quarters (S 3/4) of Section 14, all of Section 23 and all of Section 26, Township 39 South, Range 41 East, Martin County, Florida, LESS AND EXCEPTING road right-of-way for State Road 708 (Bridge Road)

EXHIBIT 2

SHEET 1 OF 2

SEC. 2, TWP. 40 S., RGE. 40 E.

NOTE: BASE INFORMATION OBTAINED FROM MOCK ROOTS DATE: Feb. 2007

|            |  |  |                  |
|------------|--|--|------------------|
| REV: --    |  <b>HIGGINS ENGINEERING, INC.</b><br>4623 FOREST HILL BLVD.<br>WEST PALM BEACH, FLORIDA 33415<br>ENGINEERING BUSINESS NO.4209<br>561-439-7807 | Unit No. 1<br>Hobe-St. Lucie<br>Conservancy District<br>Martin County, Florida | SCALE: 1"=1 Mile |
| FIELD: --  |  |  | DATE: Feb. 2007  |
| DRAWN: PBT |  |  | P.A.NO. 76192.31 |
| APPR: MHC  |  |  | DR. NO. A-       |

07184\_Exhibits\Exhibits 1-B.dwg

**EXHIBIT "B"**  
**LEGAL DESCRIPTION**

**GROVE XXIII GOLF CLUB, INC. PROPERTY**

TRACTS "B" AND "C" ACCORDING TO THE PLAT OF GROVE GOLF CLUB AS RECORDED IN PLAT BOOK 17, PAGE 79, PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

**EXHIBIT “C”  
GENERAL DESCRIPTION OF DISTRICT ENGINEER’S DUTIES  
AS TO THE UNIT OF DEVELOPMENT**

The scope of duties of District Engineer as they relate to the Unit is generally described as follows:

1. Preparation of the Plan of Improvements and Engineer’s Report with assistance from District, Project Engineer(s) and Landowner.
2. Provision of general oversight for the implementation and construction of the Plan of Improvements.
3. Review of plans and specifications prepared by the Project Engineer(s) and provide recommendations to District, Project Engineer(s) and Landowner regarding same.
4. Review of all proposed Request for Bids or Proposals prepared by the Project Engineer(s) and provide recommendations to District, Project Engineer(s) and Landowner.
5. General oversight of all contractor applications for payment, including Project Engineer(s) recommendations relating to same, and provide recommendations to the Board, District, Project Engineer(s) and/or applicant.
6. General oversight of all change orders and provide recommendations to District and Project Engineer(s).
7. Review of all Project Engineer(s) recommendations regarding applications for permits and provide recommendations to District, Project Engineer(s) and permit applicant.
8. Review of all Project Engineer(s) Certificates of Substantial Completion and provide recommendations to the Board and Project Engineer(s).
9. Provision to District of monthly status reports regarding the Unit with such recommendations as District Engineer deems appropriate or necessary.
10. Design of all construction plans and specifications, preparation of Request(s) for Bids/proposals and provision of construction phase services for District stormwater pump stations.
11. Design construction plans and specifications, preparation of Request(s) for Bids/proposals and provision of construction phase services for operable surface Water Management gates and weir structures, unless otherwise directed by the Board.
12. Following initial construction or installation of a Water Management Plan Improvement, the provision of such future engineering services as may be needed for the maintenance, repair and/or replacement of same.

**EXHIBIT “D”**  
**SALES BROCHURE AND CONTRACTUAL DISCLOSURE**

**“HOBE-ST. LUCIE CONSERVANCY DISTRICT IMPOSES ASSESSMENTS ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE DISTRICT’S GOVERNING BOARD. THESE ASSESSMENTS ARE IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.”**



**EXHIBIT “E”  
FORM OF  
NOTICE & DISCLOSURE OF TAXING AUTHORITY**

This Instrument Prepared by  
and to be Returned to:

Caldwell Pacetti Edwards Schoech & Viator LLP  
1555 Palm Beach Lakes Boulevard, Suite 1200  
West Palm Beach, FL 33401

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**NOTICE AND DISCLOSURE OF TAXING AUTHORITY  
BY  
HOBE-ST. LUCIE CONSERVANCY DISTRICT**

**HOBE-ST-LUCIE CONSERVANCY DISTRICT** (“DISTRICT”) is an independent special district of the State of Florida and has or intends to construct and/or maintain public facilities and improvements for the benefit of the real property described in attached **Exhibit “A”**, which real property comprises DISTRICT’s Unit of Development No. 1 (the “Unit”).

As a result of DISTRICT’s construction and/or maintenance of these public facilities and improvements, DISTRICT hereby advises all present and future owners of real property within the Unit that they will be required to annually pay an amount to DISTRICT for the cost of constructing and/or maintaining these public facilities and improvements.

DISTRICT’s annual bill to the owners of real property within the Unit will be shown, in addition to real property taxes and charges of other governmental entities, on the Real Property Tax Bill that is sent out around November of each year by the Martin County Tax Collector.

If you should have any questions regarding this notice or your obligation to pay these charges, please write to HOBE-ST. LUCIE CONSERVANCY DISTRICT at c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 or call DISTRICT’s Manager at 561-630-4922.

Executed by DISTRICT this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**HOBE-ST. LUCIE CONSERVANCY  
DISTRICT**, an Independent Special District of the  
State of Florida

(DISTRICT SEAL)

ATTEST:

BY: \_\_\_\_\_  
Rick Melchiori

By: \_\_\_\_\_  
Secretary

ITS: President

STATE OF FLORIDA            )  
  ) ss:  
COUNTY OF \_\_\_\_\_)

BEFORE ME personally appeared Rick Melchiori and \_\_\_\_\_, as President and Secretary respectively of Hobe-St. Lucie Conservancy District, an independent special district of the State of Florida. The above-named individuals [ ] are personally known to me or [ ] have produced the following identification \_\_\_\_\_ which is current or have been issued within the past five years and bears a serial or other identifying number and did (did not) take an oath.

[NOTARY SEAL]

\_\_\_\_\_

Print Name: \_\_\_\_\_

NOTARY PUBLIC-STATE OF Florida