



HOBE-ST. LUCIE CONSERVANCY DISTRICT

MARTIN COUNTY

LANDOWNERS' MEETING, BOARD OF SUPERVISORS MEETING & PUBLIC HEARING JUNE 22, 2022 9:30 A.M.

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

www.hobestluciecd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
HOBE-ST. LUCIE CONSERVANCY DISTRICT
Hobe Sound Polo Club
2935 SE Bridge Road
Hobe Sound, Florida 33455
LANDOWNERS' MEETING
June 22, 2022
9:30 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Review of Election Procedures.....Page 2
- E. Election of Chair for Landowners Meeting
- F. Election of Secretary for Landowners' Meeting
- G. Approval of Minutes
 - 1. June 23, 2021 Landowners' Meeting Minutes.....Page 5
- H. Election of Supervisors
 - 1. Determine Number of Voting Units Represented or Assigned by Proxy.....Page 8
 - 2. Nomination for Supervisors
 - 3. Casting of Ballots.....Page 9
 - 4. Ballot Tabulations and Results
- I. Other Business
- J. Presentation of Reports
- K. Adjourn

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune
1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

Attn: Special District Services
SPECIAL DISTRICT SERVICES INC
2501 BURNS RD # A

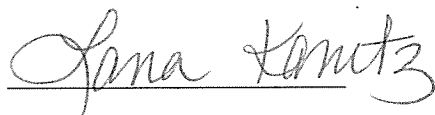
PALM BEACH GARDENS, FL 33410-5207

STATE OF WISCONSIN
COUNTY OF BROWN

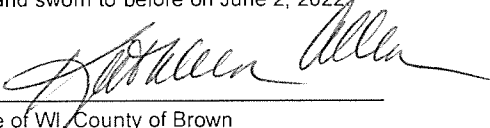
Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida; that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Issue(s) dated before where the dates are noted or by publication on the newspaper's website, if authorized, on :

05/26/2022, 06/02/2022



Subscribed and sworn to before on June 2, 2022;


Notary, State of WI, County of Brown

My commission expires

KATHLEEN ALLEN
Notary Public
State of Wisconsin

Publication Cost: \$273.60

Ad No: 0005270230

Customer No: 1313370

PO #:

of Affidavits: 1

HOBE-ST. LUCIE CONSERVANCY DISTRICT NOTICE OF ANNUAL LANDOWNERS' MEETING AND BOARD OF SUPERVISORS' MEETING

NOTICE IS HEREBY GIVEN that the Annual Landowners' Meeting and Board of Supervisors' Meeting of the Hobe-St. Lucie Conservancy District (the "District") will be held on June 22, 2022, at 9:30 a.m., or as soon thereafter as can be heard, at the Hobe Sound Polo Club located at 2935 SE Bridge Road, Hobe Sound, Florida 33455

The primary purpose of the Annual Landowners' Meeting is:

1. To elect one Supervisor;
2. To receive annual reports and taking such action with respect thereto as the Landowners may determine; and
3. To transact any such other business as may properly come before the Meeting.

The primary purpose of the Board of Supervisors' Meeting is:

1. To consider any business which may properly come before the Meeting.

A copy of the Agenda for these meetings may be obtained from the District's website (www.hobestluciedc.org) or by contacting the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceeding and such person may need to insure that a verbatim record of the proceeding is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at this meeting should contact the District Manager at 561-630-4922 and/or toll free number at 1-877-737-4922 at least seven (7) days prior to the date of the meeting.

Meetings may be cancelled from time to time without advertised notice.

Pub Dates 5/26, 6/2/2022
TCN5270230

ELECTION PROCEDURES

1. Annual Landowner's Meeting

In accordance with the provisions of Chapter 298, Florida Statutes, it is required that a meeting of the Landowners of the District to be held every year during the month of June for the purpose of electing Supervisors and hearing reports of the Board of Supervisors. The Landowners when assembled shall organize by electing a Chairperson who shall preside at the meeting with the Secretary or Assistant Secretary of the Board of Supervisors to be the Secretary of the Landowners meeting.

Those Landowners present or voting by proxy shall constitute a quorum at the meeting of the Landowners.

2. Voting

At each Landowners meeting, each Landowner shall be entitled to cast one vote for each and every acre, or any fraction thereof, of land owned by him or her in the District and each Landowner shall be entitled to vote either in person or by representative present with a lawful written proxy.

3. Registration for Casting of Ballots

The registration process for the casting of ballots by Landowners or their representatives holding their proxies shall be as follows:

(A) At the annual Landowner's meeting and prior to the commencement of the first casting of ballots for a Board of Supervisor position, each Landowner or their representative, if proxies are being submitted in lieu thereof, shall be directed to register their attendance, and the total number of votes by acreage to which each claims to be entitled, with the District's Manager, who will be in attendance at the meeting.

(B) At such registration, each Landowner or their representative with a lawful proxy, as the case may be, shall be provided a ballot for each Board of Supervisor position open for election upon which ballot a District representative will fill in the number of votes that such Landowner or their representative is registered to cast for each Board of Supervisor position open for election.

(C) All Landowner proxies shall be collected at the time of registration and retained with the Official Records of the District for subsequent certification or verification, if required.

4. Nominations for Supervisor

Once the Landowners have organized by electing a Chairman and Secretary to conduct the election, the Chairman will call the nominations for Supervisors from the floor.

Nominations are not required to be seconded. After nominations are received, and the floor has been closed for nominations, those nominated will be asked if they accept the nominations (this will ensure those nominated for Supervisor wish to serve).

5. Casting of Ballots

Registration and the issuance of ballots shall cease once the Chairperson calls for the commencement of the casting of ballots for the election of a Board of Supervisor and thereafter no additional ballots shall be issued.

Taking each open Board of Supervisor position in the order determined by the Chairperson, the Landowners or their representatives, as the case may be, will be required to cast their ballots using the appropriate ballot for that particular Board of Supervisor position. Once the ballots have been cast, the Chairperson will call for a collection of the ballots for that particular open position by the Secretary.

6. Counting of Ballots

Following the collection of the ballots for a particular Board of Supervisor position, the Secretary or Assistant Secretary shall be responsible for the tabulation of ballots for that position in order to determine the total votes cast for each candidate that is seeking election to that particular open position and for determination of the number of votes cast for each candidate for such position.

The candidate receiving the highest number of votes for the particular Board of Supervisor position for which said votes were cast shall be declared by the Chairperson as elected for such Board of Supervisor position following the Secretary's submission of the tabulation for that election.

The process shall be repeated for each Board of Supervisor position open for election until balloting has been conducted for all such positions.

7. Contesting of Election Results

(A) Following the first election and announcement of the candidate receiving the highest number of votes, the Chairperson shall ask the Landowners present or those representatives holding proxies for Landowners, whether they wish to contest the election results. If no contests are received, said election results shall thereupon be certified and the newly elected Supervisor will thereupon take the Oath of Office and be seated as a member of the District's Board of Supervisors.

If there is a contest, the contest must be addressed to the Chairperson and thereupon the individual casting a ballot that is being contested will be required to provide proof of ownership or eligibility to vote the acreage for which they voted at the election within five (5) business days of the Landowner's meeting. The proof of ownership or eligibility to vote shall be submitted to the District Manager who will thereupon consult with the

District's general counsel and together they will review the material provided and attempt to determine the legality of the contested ballots. Once the contests are resolved, the Chairperson shall reconvene the Landowner's meeting and thereupon certify the election results with the newly elected Supervisor to thereupon take the oath of office and be seated as a member of the Board of Supervisors.

(B) If, following any balloting for a particular Board of Supervisor position, there is a contest of the election results, any subsequent ballot shall proceed but the results of the subsequent ballots for those subsequent Board of Supervisor position(s) shall be on a "conditional basis" pending resolution of the challenged ballot results. If the contest over the challenged balloting is resolved and the candidate that was initially announced as receiving the highest number of votes is elected, then the subsequent uncontested ballot(s) shall thereupon be closed and the candidate that received the highest number of votes during the subsequent balloting for a particular Board of Supervisor position shall thereupon take the Oath of Office and be seated as a member of the Board of Supervisors for that particular position.

If, however, there is a contest of the election results of any subsequent balloting, then the procedure for resolving the contest of such election shall be done in the same fashion as that set forth above for each such round of balloting so contested.

8. Recessing of Annual Landowner's Meeting

In the event there is a contest of a ballot or of the election, the Landowner's meeting shall be recessed to a future time certain date and location at which time the election findings on the contest shall be reported in accordance with the procedure above and the newly elected Supervisor(s) shall thereupon take their Oath of Office.

9. Miscellaneous Provisions

(A) Each Landowner shall only be entitled to vote in person or by means of a representative attending in person and holding a lawful written proxy in order to cast said Landowner's votes.

(B) Proxies will not require that proof of acreage ownership be attached. Rather, proof of ownership must be timely provided by the holder of the proxy if the proxy is contested in accordance with the procedure above.

(C) Owners whose assessments have not been paid for the previous year are not entitled to vote (See section 298.12 F.S.)

MINUTES OF THE ANNUAL LANDOWNERS MEETING OF
HOBE-ST. LUCIE CONSERVANCY DISTRICT

JUNE 23, 2021

Pursuant to the above Notice published in The Stuart News on May 27, 2021 and June 3, 2021, the Annual Landowners' Meeting of Hobe-St. Lucie Conservancy District was held 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.

The District Manager Michael McElligott called the June 23, 2021, Annual Landowners Meeting of the Hobe-St. Lucie Conservancy District to order.

A motion was made, seconded and passed to elect Mr. Rick Melchiori to serve as Chairman of the Annual Landowners' Meeting.

The Notice of the Meeting was presented. Proof of Publication is attached hereto.

Roll call was taken. The following Landowners were found to be present, either in person or by proxy:

Midbrook 1 st Realty Corp.	2824.00
Becker B-14	1532.00
Becker B-13	800.00
Citrus Blvd LLC	3084.00
Grove XXIII et. al.	225.00
TOTAL	<u>8465.00</u>

The Chairman announced that a quorum was present.

ELECTION PROCEDURES:

The District Manager stated that proposed Election Procedures, in conjunction with the Annual Landowners' Meeting, were included in the Agenda packet for consideration.

The Election Procedures were reviewed by Legal.

There being no further discussion, the Election Procedures were unanimously adopted as presented.

ELECTION OF SUPERVISOR:

The Chairman called for nominations for Supervisor for a three-year term.

The term of Mr. Ed Weinberg expires as of this meeting.

Nominations:

Mr. Ed Weinberg was nominated.

Mr. Paul Whalen was also nominated.

There being no further nominations, nominations were closed.

The landowners cast their ballots as follows:

Mr. Ed Weinberg received 5381 votes.

Mr. Paul Whalen received 3084 votes;

There being no objections, Mr. Weinberg was elected as Supervisor to serve a three-year term expiring in 2024.

APPROVAL OF MINUTES:

The Minutes of the Annual Landowners Meeting held on June 24, 2020 were approved.

ENGINEER'S REPORT:

The District Engineer commented on the overall status of the works of the District.

ATTORNEY'S REPORT:

The Attorney presented the Annual Attorney's Report. The District operates under Chapter 298 and the District's Special Act(s) as enacted by the Florida Legislature. The District is required to operate in the "Sunshine." Each Supervisor files a Financial Disclosure and the District files Annual Financial Statements and an Annual Audit is performed.

There followed a general discussion as to the affairs of the District.

The Chairman announced that the Board of Supervisor's Meeting will convene immediately following the adjournment of the Annual Landowner's Meeting.

ADJOURN:

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

Chairman

Secretary

**LANDOWNER PROXY
HOBE-ST. LUCIE CONSERVANCY DISTRICT
LANDOWNERS' MEETING**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ ("Proxy Holder") for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Hobe-St. Lucie Conservancy District to be held on June 22, 2022 at 9:30 a.m. at the Hobe Sound Polo Club, 2935 SE Bridge Road, Hobe Sound, Florida 33455. and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may be considered at said meeting including, but not limited to the Board of Supervisors. Said Proxy Holder may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may be legally considered at said meeting.

This proxy is to continue in full force and effect from the hereof until the conclusion of the above noted landowners' meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the annual meeting prior to the Proxy Holder exercising the voting rights conferred herein.

Printed Name of Legal Owner

Signature of Legal Owner

Date

Parcel Description*

of Acres

* Insert in the space above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. [If more space is needed, identification of Parcels owned may be incorporated by reference to an attachment hereto.]

Pursuant to section 298 Florida Statutes (2021), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto.

TOTAL NUMBER OF AUTHORIZED VOTES: _____

Please note that each eligible acre of land or fraction thereof is entitled to only one vote, for example, a husband and wife are together entitled to only one vote per their residence if it is located on one acre or less of real property.

If the Legal Owner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g. bylaws, corporate resolution, etc.)

BALLOT

BALLOT # _____

**HOBE-ST. LUCIE
CONSERVANCY DISTRICT
LANDOWNERS' MEETING**

ELECTION OF BOARD SUPERVISORS

JUNE 22, 2022

The undersigned certifies that he/she is the owner (____) or duly authorized **representative of lawful proxy of an owner** (____) of land in the **Hobe-St. Lucie Conservancy District**, constituting _____ acre(s) and hereby casts up to the corresponding number of his/her vote(s) for the following candidate/candidates to hold the above-named open position:

Name of Candidate

Number of Votes

Signature: _____

Printed Name: _____

Street Address or Tax Parcel Id Number for your Real Property:

AGENDA
HOBE-ST. LUCIE CONSERVANCY DISTRICT
Hobe Sound Polo Club
2935 SE Bridge Road
Hobe Sound, Florida 33455
BOARD OF SUPERVISORS MEETING & PUBLIC HEARING
June 22, 2022
9:30 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 12
- C. Seat New Board Members
- D. Administer Oath of Office & Review Board Member Responsibilities and Duties
- E. Establish Quorum
- F. Election of Officers
- President
 - Vice President
 - Secretary/Treasurer
 - Assistant Secretaries
- G. Additions or Deletions to Agenda
- H. Comments from the Public for Items Not on the Agenda
- I. Approval of Minutes
1. April 27, 2022 Board of Supervisors Board Meeting & Public Hearing.....Page 14
- J. Public Hearing
1. Proof of Publication.....Page 22
2. Receive Public Comments on Approving WCP and Engineers Report for Unit No. 1A
3. Consider Resolution No. 2022-04 – Approving WCP and Engineers Report for Unit No. 1A.....Page 25
- K. Old Business
1. Update Regarding Martin County Litigation.....Page 72
2. Status Update Regarding RG Reserve Pipe Permit Application
3. Status Update Regarding Howe Holdings Agreements
- L. New Business
1. Consider Resolution No. 2022-05 – Levying Drainage Taxes on Unit of Development 1A.....Page 74
2. Consider Resolution No. 2022-06 – Authorizing Bond Resolution 1A.....Page 76
3. Consider Approval of Agreement for Underwriter Services.....Page 111
4. Consider Resolution No. 2022-07 – Adopting a Fiscal Year 2022/2023 Budget.....Page 116
5. Consider Resolution No. 2022-08 – Adopting a Fiscal Year 2022/2023 Meeting Schedule.....Page 127
6. Consider Approval of Revised Irrigation Policy.....Page 129
7. Consider Approval of Irrigation Agreement between the District and Bedner Family Enterprises, LTD.....Page 130

- 8. Consider Approval of Irrigation Agreement between the District and Bridgeview Farms,, LLC.....Page 136
- 9. Consider Approval of Contract Increase Request – The Grassroots Corporation.....Page 143

M. Administrative Matters

- 1. Engineer’s Report
- 2. Attorney’s Report
- 3. Manager’s Report
- 4. Field Operations Report

N. Board Members Comments

O. Adjourn

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St. Lucie News-Tribune

1939 SE Federal Highway, Stuart, FL 34994

AFFIDAVIT OF PUBLICATION

SPECIAL DISTRICT SERVICES INC
2501 BURNS RD, #A

PALM BEACH GARDENS, FL 33410-5207

STATE OF WISCONSIN
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St. Lucie News-Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St. Lucie News-Tribune in the following issues below. Affiant further says that the said St Lucie News-Tribune is a newspaper published in Fort Pierce, in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement ; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St. Lucie News-Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Issue(s) dated before where the dates are noted:

10/13/2021

Linda Tuttle
Subscribed and sworn to before on October 13, 2021

Amy Kokott
Notary, State of WI, County of Brown

10/30/2025
My commission expires

AMY KOKOTT
Notary Public
State of Wisconsin

Publication Cost: \$157.32
Ad No: 0004947176
Customer No: 1313371
PO#: HSL 21-22 Fiscal Yr Reg Mtg Schedule

HOBE-ST. LUCIE
CONSERVANCY DISTRICT
FISCAL YEAR 2021/2022
REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Hobe-St. Lucie Conservancy District will hold Regular Meetings at the Hobe Sound Polo Club located at 2935 SE Bridge Road, Hobe Sound, Florida 33455 at 9:30 a.m. on the following dates:

October 27, 2021
November 17, 2021
December 15, 2021
January 26, 2022
February 23, 2022
March 23, 2022
April 27, 2022
May 25, 2022
June 22, 2022
July 27, 2022
August 24, 2022
September 28, 2022

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

HOBE-ST. LUCIE
CONSERVANCY DISTRICT
www.hobestluciecd.org
Pub: Oct 13, 2021
TCN4947176

MINUTES OF THE BOARD OF SUPERVISORS
MEETING OF HOBE-ST. LUCIE CONSERVANCY DISTRICT
April 27, 2022

Pursuant to the above Notice, the Board of Supervisors of Hobe-St. Lucie Conservancy District held its Board of Supervisors Meeting on April 27, 2022 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, Ed 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, and Mr. Spears.

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.

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 March 23, 2022 Board of Supervisors Meeting, as amended.

PUBLIC HEARING – UNIT 1A BOUNDARY:

1. Proof of Publication: The Proof of Publication of the Public Hearing was presented.
2. Receive Public Comment on the Creation of Unit of Development No. 1A. The President announced that it was appropriate to hold a Public Hearing to Consider Approving and Confirming the Creation of Unit of Development No. 1A.

The Attorney explained the procedures to be followed regarding the Water Control Plan Approval Process. The Attorney stated it was appropriate to approve and confirm the Creation of Unit of Development No. 1A.

The District Engineer explained the initial Legal Description was a description by Plat (Hobe Sound Plat) which will be eliminated. The geographical boundary of Unit 1A has not changed. The approved geographical description for Unit of Development No. 1A is to be described as a metes and bounds description for the same previously approved geographical boundary for Unit of Development No. 1 A, as set forth in Exhibit “B” of Resolution 2022-02.

It was explained that further action will require the preparation of a Water Control Plan and construction of certain site-specific Water Control Plan Improvements. Today the action clarifies the geographical description.

Adjournment of the Public Hearing:

There being no Public Comments, a motion was made, seconded and unanimously passed to adjourn the Public Hearing.

3. Consider Supplemental Resolution No. 2022-02 Approving and Confirming the Creation of Unit of Development No. 1A: The Attorney presented the proposed Supplemental Resolution to Consider Approving and Confirming the Creation of Unit of Development No. 1A.

The Attorney confirmed no written objections were filed or presented at or before the Public Hearing on the District’s Designation and Creation of Unit of Development No. 1 A.

A motion was made by Mr. Brown, seconded by Mr. Weinberg and unanimously passed to approve Supplemental Resolution No. 2022-02, Approving and Confirming the Creation of Unit of Development No. 1A as follows:

RESOLUTION NO. 2022-02
SUPPLEMENTAL
RESOLUTION OF THE BOARD OF SUPERVISORS OF
HOBE-ST. LUCIE CONSERVANCY DISTRICT
APPROVING AND CONFIRMING THE CREATION OF
UNIT OF DEVELOPMENT NO. 1A

(Copy Filed in District Records.)

Mr. Melchiori and Mr. Weinberg announced a Conflict of Interest. Form 8B attached.

PUBLIC HEARING - UNIT OF DEVELOPMENT NO. 1A – WATER CONTROL PLAN:

1. Proof of Publication: The Proof of Publication of the subject Public Hearing was presented.
2. Receive Public Comment on Proceeding with the Process for Approval of the Proposed Water Control Plan for Unit of Development No. 1A:

The President announced that it was appropriate to hold a Public Hearing to Consider Approval of the Proposed Water Control Plan for Unit of Development No. 1A. The Public Hearing was called to order.

The Attorney explained the procedures followed prior to the Public Hearing regarding the Proposed Water Control Plan for Unit of Development No. 1A. The Attorney stated it was appropriate to have the District Engineer present the Proposed Water Control Plan for Unit of Development No. 1A.

a. Presentation of Proposed Water Control Plan for Unit of Development No.

1A: The District Engineer presented the Proposed Water Control Plan for Unit of Development No. 1A. The District Engineer and Attorney addressed the next steps to approve the Water Control Plan for Unit of Development No. 1A.

b. Public Comments:

None.

c. Adjournment: There being no Public Comments, a motion was made, seconded and unanimously passed to adjourn the Public Hearing.

3. Consider Resolution No. 2022-03 - Proceed with the Process for Approval of the Proposed Water Control Plan for Unit of Development No. 1A: The Attorney presented the proposed Resolution to Proceed with the Process for Approval of the Water Control Plan.

The Attorney confirmed that no written objections were filed or presented at or before the Public Hearing on the Proposed Water Control Plan for Unit of Development No. 1A.

A motion was made by Mr. Brown, seconded by Mr. Weinberg and unanimously passed to approve Supplemental Resolution No. 2022-03 to Proceed with the Process for Approval of the Proposed Water Control Plan for Unit of Development No. 1A as follows:

RESOLUTION NO. 2022-03
SUPPLEMENTAL
RESOLUTION OF THE BOARD OF SUPERVISORS OF
HOBE-ST. LUCIE CONSERVANCY DISTRICT
TO PROCEED WITH THE PROCESS FOR APPROVAL
OF THE PROPOSED WATER CONTROL PLAN
FOR UNIT OF DEVELOPMENT NO. 1A

(Copy filed in District Records.)

Mr. Melchiori and Mr. Weinberg announced a Conflict of Interest.

(Form 8B Filed in District Records.)

OLD BUSINESS:

1. Update Regarding Martin County Litigation: The Attorney reported the following update on the litigation filed by Martin County and SFWMD as follows:

On November 23, 2021, the District Court of Appeal granted the County's and SFWMD's Motions for Extension of Time to allow them to file any post-opinion motions by December 17, 2021. Martin County and SFWMD filed Motions for Certification of Conflict and Great Public Importance. Hobe-St. Lucie timely filed a Response on January 18, 2022. Appellate counsel has notified counsel for Amicus FASD of its option to participate but has not received a response. Hobe-St. Lucie has also filed a Motion to Tax Appellate Costs.

On January 20, 2022, the Court denied the Motions for Certification of Conflict and Great Public Importance filed by Martin County and SFWMD.

On February 1, 2022, Martin County and SFWMD filed Motions to Stay Issuance of the Mandate.

On February 10, 2022, Hobe-St. Lucie filed a Response opposing these Motions.

On February 15, 2022, the Court denied the Motions to Stay Issuance of the Mandate.

On February 18, 2022, Martin County and SFWMD filed Notices to Invoke the Discretionary Jurisdiction of the Florida Supreme Court, which will decide whether to accept or decline jurisdiction.

On February 28, 2022, Martin County and SFWMD filed their jurisdictional briefs.

On March 4, 2022, the District Court of Appeal issued its Mandate, which remands the case to the Circuit Court for entry of summary judgment in favor of the District.

On March 24, 2022, the District filed its Brief on Jurisdiction opposing jurisdiction of the Florida Supreme Court against Martin County and also SFWMD.

2. Update Regarding RG Reserve: The District Engineer commented that the RG Mitigation Bank had received a letter from South Florida Water Management District to withdraw their application. The Reserve Mitigation Bank was not doing its job to maintain and enhance the wetlands and there had been adverse impacts to the District in the form of a berm washout. The Board had directed the District Engineer notify South Florida Water Management District of the damage issues and to coordinate with South Florida Water Management District regarding the failure to comply with the RG Mitigation Bank Permits.

The District Engineer commented on the South Florida Water Management District Permit Canal Application by RG Reserve to connect into Hobe-St. Lucie. He stated he had discussions with South Florida Water Management District for them to enforce conditions of the Permit. South Florida Water Management District was notified of the need to enforce the subject Permit in accordance with §403.412, F.S.

The District Engineer stated SFWMD asked RG Reserve to comply or the permit would be denied. He explained there has been a break through and that there had been a change in consultants. The District Engineer was directed to continue to follow up.

3. Update Regarding Howe Holdings and Bridgeview Agreements: The District Engineer commented on Howe Holdings and the Bridgeview Agreements.

The District Engineer indicated that Howe Holdings had a lease back with Thomas Produce and Thomas Produce has paid the past charges for 2021. Howe Holdings is to pay the charges for 2022 and is cooperating. The Board deferred action based on the circumstances and that payment of past charges had been received from Thomas Produce.

The District Engineer further commented on the “outside” users who are or will be utilizing District irrigation water as a restricted water source such as Bridgeview.

4. Consider Approval of Proposed Irrigation Permit/or Agreement Policy

The District Engineer explained the subject Irrigation Permit /or Agreement Policy applies only to an outside user.

Following discussion by the Board, a motion was made by Mr. Weinberg and seconded by Mr. Brown, and was unanimously passed approving the Irrigation Permit/Permit Policy, as amended, subject to final Legal and Engineering review as follows:

Hobe St. Lucie Conservancy District

Proposed Irrigation Permit/or Agreement Policy

The Entity shall by permit or special agreement pay fifty percent of the highest unit per acre assessment (except for Balance of the District unit assessment). The per acre assessment shall be based on total SFWMD's permitted irrigated acreage. If requested by the HSLCD, the Entity shall provide pumpage reports monthly to HSLCD.

The Board directed the Bridgeview Agreement be revised accordingly to comply with the updated Policy subject to approval of the final updated Irrigation policy.

NEW BUSINESS:

1. Consider Approval of Bedner Farms Irrigation Agreement:

The District Engineer explained the Bedner Farms Property was part of the Box Ranch. It was south of the Irrigation Canal and would be used as an Emergency Source of water.

Bedner will pay ½ the assessment for 200 acres in Unit No. 1. Reports would be provided, if requested.

A motion was made by Mr. Weinberg, seconded by Mr. Brown to consider the Irrigation Agreement with Bedner Farms in accordance with the District's final updated Irrigation Policy subject to Legal and Engineering review.

Mr. Brown announced a conflict of interest. (Form 8B attached)

ADMINISTRATIVE MATTERS:

1. DISTRICT ENGINEER’S REPORT: None.
2. DISTRICT ATTORNEY’S REPORT: The Attorney reported on matters as they appeared on the Agenda.
3. MANAGER’S REPORT: The District Manager reported on the preparation of the upcoming Budgets for the District.
4. FIELD OPERATIONS REPORT: Mr. Spears reported the Grant funding for the Unit No. 3 Outfall Structure was for 50%, which was approximately \$40,000. He inquired as to the remaining funding.

The District Engineer commented on the Bid received from Guettler Brothers Construction, LLC for the 72” Flashboard Riser Installation. The Board requested verification that it was a District structure.

NEXT MEETING:

The next Board of Supervisors’ Meeting was scheduled for May 25, 2022.

ADJOURN:

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

President

Secretary

Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

St Lucie News Tribune

1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

HOBIE ST LUCIE CONCE RVANCY DIS
2501 BURNS RD # A

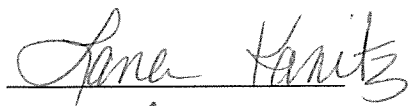
PALM BEACH GARDENS, FL 33410-5207

STATE OF WISCONSIN
COUNTY OF BROWN

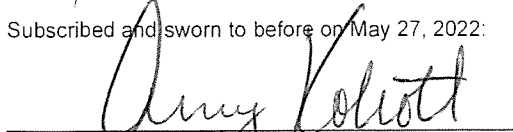
Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the St Lucie News Tribune, a daily newspaper published at Fort Pierce in St. Lucie County, Florida: that the attached copy of advertisement was published in the St Lucie News Tribune in the following issues below. Affiant further says that the said St Lucie News Tribune is a newspaper published in Fort Pierce in said St. Lucie County, Florida, and that said newspaper has heretofore been continuously published in said St. Lucie County, Florida, daily and distributed in St. Lucie County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The St Lucie News Tribune has been entered as Periodical Matter at the Post Offices in Fort Pierce, St. Lucie County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

Issue(s) dated before where the dates are noted or by publication on the newspaper's website, if authorized, on :

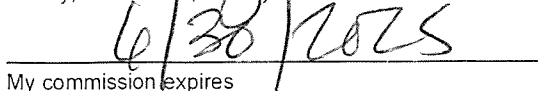
05/20/2022, 05/27/2022



Subscribed and sworn to before on May 27, 2022:



Notary, State of WI, County of Brown



My commission expires

AMY KOKOTT
Notary Public
State of Wisconsin

Publication Cost: \$1,067.04

Ad No: 0005260174

Customer No: 2108480

PO #: 6/22

HOBE-ST. LUCIE CONSERVANCY DISTRICT
NOTICE OF FILING ENGINEER'S REPORT AND
FINAL PUBLIC HEARING THEREON FOR
THE WATER CONTROL PLAN FOR
HOBE-ST. LUCIE CONSERVANCY DISTRICT UNIT NO. 1A

NOTICE is given to all persons interested in the herein
after described land and property (the "Property"), located
within Martin County, Florida and the jurisdictional boundaries
of Hobe-St. Lucie Conservancy District Unit No. 1A which is de-
scribed as follows:

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

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 26, 23 &
14 TOWNSHIP 39, RANGE 41, SAID PARCEL OF LAND BEING
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26,
TOWNSHIP 39, RANGE 41, CERTIFIED CORNER RECORD DOCU-
MENT #094549, THENCE NORTH 00°12'22" WEST, ALONG THE
WEST LINE OF SECTION 26, A DISTANCE OF 65.00 FEET TO A
POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE
OF BRIDGE ROAD AND SAID WEST SECTION LINE, SAID POINT
ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE
NORTH 00°12'22" WEST, DEPARTING SAID NORTH RIGHT OF
WAY LINE AND ALONG SAID WEST LINE OF SECTION 26, A DIS-
TANCE OF 2574.78 FEET TO THE WEST QUARTER CORNER OF
SAID SECTION 26; THENCE NORTH 00°10'04" WEST ALONG SAID
WEST LINE OF SECTION 26, A DISTANCE OF 2639.77 FEET TO THE
NORTHWEST CORNER OF SAID SECTION 26, SAID POINT ALSO
BEING THE SOUTHWEST CORNER OF SECTION 23; THENCE
NORTH 00°29' 52" WEST ALONG SAID WEST LINE OF SECTION
23, A DISTANCE OF 2664.71 FEET TO THE WEST QUARTER COR-
NER OF SAID SECTION 23; THENCE NORTH 00°30'02" WEST
ALONG SAID WEST LINE OF SECTION 23, A DISTANCE OF 2664.46
FEET TO THE NORTHWEST CORNER OF SAID SECTION 23, SAID
POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 14;
THENCE NORTH 00°21'35" EAST ALONG SAID WEST LINE OF
SECTION 14, A DISTANCE OF 275.02 FEET; THENCE SOUTH
89°45'19" EAST, DEPARTING SAID WEST LINE OF SECTION 14, A
DISTANCE OF 595.72 FEET TO THE BEGINNING OF A NON-
TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADI-
US OF 83.00 FEET, THE CHORD FOR SAID CURVE BEARS NORTH
69°56'32" EAST, THENCE EASTERLY ALONG THE ARC OF SAID
CURVE, HAVING A CENTRAL ANGLE OF 114°20'41", A DISTANCE
OF 165.64 FEET TO A POINT OF COMPOUND CURVATURE, SAID
COMPOUND CURVE BEING CONCAVE NORTHEASTERLY, HAV-
ING A RADIUS OF 117.00 FEET, THE CHORD FOR SAID CURVE
BEARS SOUTH 36°52' 12" EAST, THENCE EASTERLY ALONG THE
ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 36°52' 12",
A DISTANCE OF 75.29 FEET TO THE END OF SAID CURVE;
THENCE SOUTH 89°45'19" EAST, A DISTANCE OF 1836.71 FEET;
THENCE NORTH 00°14'41" EAST, A DISTANCE OF 152.97 FEET TO
THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAV-
ING A RADIUS OF 135.00 FEET, THE CHORD FOR SAID CURVE
BEARS NORTH 21°58'27" WEST, THENCE NORTHERLY ALONG
THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF
44°26'15", A DISTANCE OF 104.70 FEET TO A POINT OF COM-
POUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE
SOUTHEASTERLY, HAVING A RADIUS OF 125.00 FEET, THE
CHORD FOR SAID CURVE BEARS NORTH 23°04'14" WEST,
THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING
A CENTRAL ANGLE OF 134°31'36", A DISTANCE OF 293.49 FEET
TO THE END OF SAID CURVE; THENCE NORTH 00°21'28" EAST, A
DISTANCE OF 3223.58 FEET; THENCE SOUTH 89°59'08" EAST, A
DISTANCE OF 2634.74 FEET TO A POINT ON THE EAST LINE OF
SECTION 14; THENCE SOUTH 00°04'46" WEST ALONG SAID EAST
LINE OF SECTION 14, A DISTANCE OF 1329.94 FEET TO THE EAST
QUARTER CORNER OF SAID SECTION 14; THENCE SOUTH 00°25'
19" EAST ALONG SAID EAST LINE OF SECTION 14, A DISTANCE
OF 2653.85 FEET TO THE SOUTHEAST SECTION CORNER OF SEC-
TION 14, SAID POINT ALSO BEING THE NORTHEAST CORNER OF
SECTION 23; THENCE SOUTH 00°12'43" WEST ALONG SAID EAST
LINE OF SECTION 23, A DISTANCE OF 2652.00 FEET TO THE EAST
QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 00°18'
32" EAST ALONG SAID EAST LINE OF SECTION 23, A DISTANCE
OF 2639.72 FEET TO THE SOUTHEAST CORNER OF SECTION 23,
SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION
26; THENCE SOUTH 00°02'49" EAST ALONG SAID EAST LINE OF
SECTION 26, A DISTANCE OF 2663.50 FEET TO THE EAST QUAR-
TER CORNER OF SAID SECTION 26; THENCE SOUTH 00°05'39"
WEST ALONG SAID EAST LINE OF SECTION 26, A DISTANCE OF
2585.79 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE
OF BRIDGE ROAD, SAID POINT ALSO BEING ON A NON-
TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF
21,550.90 FEET, THE CHORD FOR SAID CURVE BEARS SOUTH
88°25'24" WEST, THENCE WESTERLY ALONG THE ARC OF SAID
CURVE AND DEPARTING SAID EAST LINE OF SECTION 26, HAV-
ING A CENTRAL ANGLE OF 00°48' 21", A DISTANCE OF 303.15
FEET TO THE END OF SAID CURVE; THENCE SOUTH 88°01'13"
WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF
245.67 FEET TO A POINT, SAID POINT BEING ON A CURVE CON-
CAVE NORTHERLY, HAVING A RADIUS OF 11,394.20 FEET, THE
CHORD FOR SAID CURVE BEARS SOUTH 89°07'55" WEST,
THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A
CENTRAL ANGLE OF 02°13' 24", A DISTANCE OF 442.15 FEET TO
THE END OF SAID CURVE; THENCE NORTH 89°45'23" WEST
ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF

2328.48 FEET; THENCE NORTH 00°14'37" EAST DEPARTING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1255.00 FEET; THENCE NORTH 89°45'23" WEST, A DISTANCE OF 660.00 FEET; THENCE SOUTH 00°14' 37" WEST, A DISTANCE OF 1255.00 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 89°45'23" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1320.51 FEET TO THE POINT OF BEGINNING.

TOTAL AREA IN METES & BOUNDS DESCRIPTION= 66,685,519 SQUARE FEET OR 1,530.89 ACRES±

that the Engineer heretofore appointed by the District to determine and set forth in a written report: (a) the benefits and damages to said Property and (b) the estimated cost of construction required by the proposed Water Control Plan for Unit of Development No. 1A, whether within or without the limits of the District and under the proposed Water Control Plan for Unit of Development No. 1A, filed said Engineer's Report on the 20th day of May 2022, in the office of the Secretary of the District located at c/o Special District Services, Inc, 2501A Burns Road, Palm Beach Gardens, FL 33410. You may examine the Engineer's Report and file written objections with the Secretary of the District to all, or any part thereof, on or before June 16, 2022. The Engineer's Report recommends or finds that there are no damages and that the benefit to the Property as a result of implementation of said Water Control Plan for Unit of Development No. 1A is \$252,615,000.00, which benefit amount will be allocated and apportioned in accordance with the provisions and procedures set forth in the Engineer's Report.

A final Public Hearing to consider approval of the Engineer's Report and proposed Water Control Plan for Hobe-St. Lucie Conservancy District Unit of Development No. 1A shall be held at the District's conference room located at 2645 S.E. Bridge Road, Hobe Sound, Florida 33455 at 9:30 A.M. on June 22, 2022.

If a person decides to appeal the decision of the Board of Supervisors with respect to any matter considered at the public meeting herein referred, 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 based.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this proceeding because of a disability or physical impairment, should contact the District Manager at (877) 737-4922 at least forty-eight (48) hours prior to the Hearing.

HOBE-ST. LUCIE CONSERVANCY DISTRICT
Pub May 20th 2022
TCN5260174

RESOLUTION NO. 2022-04

RESOLUTION OF THE BOARD OF SUPERVISORS
OF HOBE-ST. LUCIE CONSERVANCY DISTRICT
APPROVING THE WATER CONTROL PLAN AND
ENGINEER'S REPORT FOR
HOBE-ST. LUCIE CONSERVANCY DISTRICT
UNIT OF DEVELOPMENT NO. 1A

WHEREAS, HOBE-ST. LUCIE CONSERVANCY 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, as amended, and Chapter 2005-239, Laws of Florida as amended and supplemented (together the "Act"); and

WHEREAS, the Hobe-St. Lucie's Board of Supervisors on November 17, 2021 adopted a Resolution Approving Consideration of the Adoption of the Water Control Plan for Hobe-St. Lucie Conservancy District Unit of Development No. 1A, the geographical boundary of which has not changed but the prior estimate of the number of acres contained therein was recently reviewed by the District Engineer and found to be approximately 1531 acres; and

WHEREAS, on April 27, 2022, Hobe-St. Lucie's Board of Supervisors, adopted a Supplemental Resolution Approving and Reconfirming the Creation of Unit No. 1A to be described using a metes and bounds description for the same approved geographical area, reflecting the determined approximate acreage of 1, 531, as shown in the attached Exhibit "A". Following the Public Hearing held on April 27, 2022, at which no objections were received on the use of Exhibit "A" as the legal description of the previously approved geographical boundaries and designation of land for the District's Unit of Development No. 1A, the Unit 1A boundaries were approved and confirmed; and

WHEREAS, on April 27, 2022, Hobe-St. Lucie's Board of Supervisors held a Public Hearing to consider the proposed Water Control Plan for Hobe-St. Lucie Conservancy District Unit of Development No. 1A, and finding no objections to the proposed Water Control Plan, thereupon directed Hobe-St. Lucie Conservancy District's Engineer to commence preparation of an Engineer's Report for the District, which Engineer's Report was filed with the Secretary of Hobe-St. Lucie Conservancy District on May 10, 2022; and

WHEREAS, on June 22, 2022, the Hobe-St. Lucie Conservancy District's Board of Supervisors held a Public Hearing for final consideration of the proposed Water Control Plan and Engineer's Report for Hobe-St. Lucie Conservancy District Unit of Development No. 1A.

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

1. The above recitals are true and correct and are incorporated herein by this reference.
2. Pursuant to Section 298.301(2) and (3), F.S., Hobe-St. Lucie Conservancy District published notice and provided first class mail notice of the Public Hearing to consider adoption of a Resolution to consider approval of the Water Control Plan for Unit of Development No. 1A.

3. The Board of Supervisors held a Public Hearing on April 27, 2022 and adopted a Resolution determining to consider approving the Water Control Plan at a time certain and directed the District Engineer to prepare and file the Engineer's Report. At said Hearing, no objections appeared and no written objections were filed.

4. Pursuant to Section 298.301(6), F.S., Hobe-St. Lucie Conservancy District published notice on May 20, 2022 and May 27, 2022 of its Final Hearing to consider approval of the Water Control Plan for Unit of Development No. 1A.

5. Hobe-St. Lucie Conservancy District held a Public Hearing on June 22, 2022, at which time Public comments were received on the final adoption of the Engineer's Report and Water Control Plan for Hobe-St. Lucie Conservancy District Unit of Development No. 1A.

6. The Board of Supervisors finds that no written objections were submitted, nor any objections made, at or before this duly advertised June 22, 2022 Public Hearing as to final adoption of the Water Control Plan and Engineer's Report for Hobe-St. Lucie Conservancy District Unit of Development No. 1A.

7. The Board of Supervisors, following examination of the Engineer's Report, finds that the estimated cost of construction of the improvements contemplated in the Unit of Development No. 1A Water Control Plan is less than the aggregate benefits determined for the lands located within Hobe-St. Lucie Conservancy District's Unit of Development No. 1A.

8. As a result of the above findings, the Board of Supervisors does hereby:

(A) Approve and confirm the Water Control Plan for Hobe-St. Lucie Conservancy District Unit of Development No. 1A, a true and correct copy of which is attached hereto and identified as Exhibit "B".

(B) Approve and confirm the April 2022 Engineer's Report, as updated, for Hobe-St. Lucie Conservancy District for Unit of Development No. 1A, a true and correct copy of which is attached hereto and identified as Exhibit "C".

9. All resolutions or parts of resolutions in conflict herewith are repealed.

10. This Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION PASSED AND WAS ADOPTED BY THE BOARD OF SUPERVISORS OF HOBE-ST. LUCIE CONSERVANCY DISTRICT ON JUNE 22, 2022.

HOBE-ST. LUCIE CONSERVANCY DISTRICT

ATTEST:

President

Secretary

(DISTRICT SEAL)

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 26, 23 & 14 TOWNSHIP 39, RANGE 41, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:


COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 39, RANGE 41, CERTIFIED CORNER RECORD DOCUMENT #094549, THENCE NORTH 00°12'22" WEST, ALONG THE WEST LINE OF SECTION 26, A DISTANCE OF 65.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF BRIDGE ROAD AND SAID WEST SECTION LINE, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE NORTH 00°12'22" WEST, DEPARTING SAID NORTH RIGHT OF WAY LINE AND ALONG SAID WEST LINE OF SECTION 26, A DISTANCE OF 2574.78 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 26; THENCE NORTH 00°10'04" WEST ALONG SAID WEST LINE OF SECTION 26, A DISTANCE OF 2639.77 FEET TO THE NORTHWEST CORNER OF SAID SECTION 26, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 23; THENCE NORTH 00°29'52" WEST ALONG SAID WEST LINE OF SECTION 23, A DISTANCE OF 2664.71 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 00°30'02" WEST ALONG SAID WEST LINE OF SECTION 23, A DISTANCE OF 2664.46 FEET TO THE NORTHWEST CORNER OF SAID SECTION 23, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 14; THENCE NORTH 00°21'35" EAST ALONG SAID WEST LINE OF SECTION 14, A DISTANCE OF 275.02 FEET; THENCE SOUTH 89°45'19" EAST, DEPARTING SAID WEST LINE OF SECTION 14, A DISTANCE OF 595.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, THE CHORD FOR SAID CURVE BEARS NORTH 69°56'32" EAST, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 114°20'41", A DISTANCE OF 165.64 FEET TO A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 117.00 FEET, THE CHORD FOR SAID CURVE BEARS SOUTH 36°52'12" EAST, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 36°52'12", A DISTANCE OF 75.29 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°45'19" EAST, A DISTANCE OF 1836.71 FEET; THENCE NORTH 00°14'41" EAST, A DISTANCE OF 152.97 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 135.00 FEET, THE CHORD FOR SAID CURVE BEARS NORTH 21°58'27" WEST, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 44°26'15", A DISTANCE OF 104.70 FEET TO A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 125.00 FEET, THE CHORD FOR SAID CURVE BEARS NORTH 23°04'14" WEST, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 134°31'36", A DISTANCE OF 293.49 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°21'28" EAST, A DISTANCE OF 3223.58 FEET; THENCE SOUTH 89°59'08" EAST, A DISTANCE OF 2634.74 FEET TO A POINT ON THE EAST LINE OF SECTION 14; THENCE SOUTH 00°04'46" WEST ALONG SAID EAST LINE OF SECTION 14, A DISTANCE OF 1329.94 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 14; THENCE SOUTH 00°25'19" EAST ALONG SAID EAST LINE OF SECTION 14, A DISTANCE OF 2653.85 FEET TO THE SOUTHEAST SECTION CORNER OF SECTION 14, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 23; THENCE SOUTH 00°12'43" WEST ALONG SAID EAST LINE OF SECTION 23, A DISTANCE OF 2652.00 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 00°18'32" EAST ALONG SAID EAST LINE OF SECTION 23, A DISTANCE OF 2639.72 FEET TO THE SOUTHEAST CORNER OF SECTION 23, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 26; THENCE SOUTH 00°02'49" EAST ALONG SAID EAST LINE OF SECTION 26, A DISTANCE OF 2663.50 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 00°05'39" WEST ALONG SAID EAST LINE OF SECTION 26, A DISTANCE OF 2585.79 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF BRIDGE ROAD, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 21,550.90 FEET, THE CHORD FOR SAID CURVE BEARS SOUTH 88°25'24" WEST, THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND DEPARTING SAID EAST LINE OF SECTION 26, HAVING A CENTRAL ANGLE OF 00°48'21", A DISTANCE OF 303.15 FEET TO THE END OF SAID CURVE; THENCE SOUTH 88°01'13" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 245.67 FEET TO A POINT, SAID POINT BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 11,394.20 FEET, THE CHORD FOR SAID CURVE BEARS SOUTH 89°07'55" WEST, THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 02°13'24", A DISTANCE OF 442.15 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°45'23" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2328.48 FEET; THENCE NORTH 00°14'37" EAST DEPARTING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1255.00 FEET; THENCE NORTH 89°45'23" WEST, A DISTANCE OF 660.00 FEET; THENCE SOUTH 00°14'37" WEST, A DISTANCE OF 1255.00 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 89°45'23" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1320.51 FEET TO THE POINT OF BEGINNING.

TOTAL AREA IN METES & BOUNDS DESCRIPTION= 66,685,519 SQUARE FEET OR 1,530.89 ACRES ±

EXHIBIT A

SHEET 1 OF 2

SEC 14, 23, 26, TWP. 39 S., RGE. 41 E.

REV: ---	 HIGGINS ENGINEERING, INC. 4622 FOREST HILL BLVD 0718-8 Amended Wlr Cant Plan Exh 1-5-22\ Exh 2 Leg_Loc 8H.dwg	Unit of Development No. 1A Hobe-St. Lucie Conservancy District Martin County, Florida	SCALE: N/A
FIELD: --			DATE: OCT. 2021
DRAWN: DAB			P.A. NO.
APPR:			DR. NO.



HIGGINS ENGINEERING, INC.

WATER CONTROL PLAN

Unit of Development
No.1A
Hobe St. Lucie Conservancy District

December 2021
February 2022
March 2022
April 2022

Prepared by:
Higgins Engineering, Inc.

07-18.8

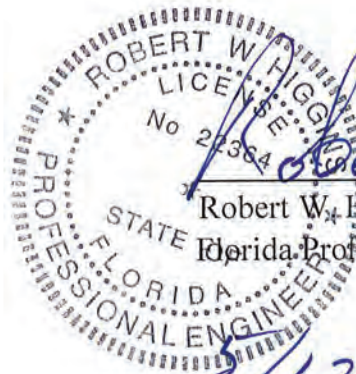
4623 Forest Hill Blvd., Suite 113
(561) 439-7807

West Palm Beach, FL 33415
FAX (561) 439-0026

Water Resources - Land Development

Engineer's Certification

I hereby certify, as a Professional Engineer in the State of Florida, that the information in this Water Control Plan for Hobe St. Lucie Conservancy District Unit of Development No. 1A was assembled under my direct responsible charge. The information provided herein was based in part on the information that was available and obtained from sources identified in this Water Control Plan. This Plan is not intended or represented to be suitable for any reuse without specific verification or adoption by the Engineer. This Certification is provided in accordance with the Florida Board of Professional Engineers' Rule on Certification under Chapter 61G15-29, Florida Administrative Code.


Robert W Higgins
Robert W. Higgins, P.E.
Florida Professional Engineer No. 22364
5/12/22
Date

Higgins Engineering, Inc.
4623 Forest Hill Blvd, Suite 113
West Palm Beach, FL 33415

(Reproductions are not valid unless signed,
Dated and embossed with an Engineer's Seal)

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Exhibit No.

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I. Introduction

A. General

The Hobe-St. Lucie Conservancy District ("HSLCD") was created pursuant to Final Judgment Incorporating Drainage District by the Circuit Court, Nineteenth Judicial Circuit, Martin County, Florida, Civil Action 2297. The Final Judgment was signed by Circuit Judge C. Pfeiffer Trowbridge at Stuart, Florida, on March 1, 1972. The Court action was taken based on the Petition filed in the Court by Hobe Grove Associates, LTD., a limited partnership, and D. Frederick Barton for the creation of a drainage district in Martin County, Florida, under and pursuant to provisions of Chapter 298, Florida Statutes, and known as the General Drainage Law.

An Order to Extend HSLCD Boundaries, dated March 8, 1979, with a subsequent Clerical Correction in the Order to Extend HSLCD Boundaries, dated March 25, 1979, amended the Final Judgment that created the HSLCD on March 1, 1972.

Legislative action in 2005, Chapter 2005-339, Laws of Florida, codified the HSLCD Special Acts and amended the boundaries of HSLCD. The additional lands (also known as Greenridge) were designated as HSLCD's Unit of Development No. 5.

Legislative action in 2007, Chapter 2007-296, Laws of Florida, amended the boundary of HSLCD. The boundary to HSLCD's Unit of Development No. 5 was revised to include the lands from the 2007 legislative action.

Chapter 2005-339, Laws of Florida, sets forth the powers of HSLCD. This Water Control Plan provides for supplying irrigation water to the agricultural properties, water conservation, drainage of properties, and maintenance of the roads within HSLCD.

HSLCD is governed by a 3-member Board of Supervisors, each member of which holds office for a three-year term. The terms of the Supervisors are staggered so that no more than one Supervisor is elected at the Annual Landowners Meeting held in June of each year. At the Annual Landowners Meeting, any landowner owning an acre or fraction thereof of property within HSLCD's jurisdictional boundary is entitled to vote, on an owned acreage basis, for each Supervisor position then subject to election.

HSLCD's Board of Supervisors meets regularly in June of each year for an Annual Supervisors Meeting. The Board also meets throughout the year as needed for advertised meetings to conduct HSLCD business.

B. Authorization

HSLCD's Board of Supervisors Approved and Confirmed Unit of Development No. 1 on April 13, 2007. The Water Control Plan for Unit of Development No. 1, dated April 2007, and Engineer's Report was approved on June 29, 2007. HSLCD's Board of Supervisors subsequently authorized the preparation of the Amended Water Control Plan, the Second Amended Water Control Plan, and the Third Amended Water Control Plan for Unit of Development No. 1. The Amended Water Control Plan and Engineer's Report for Unit of Development No. 1 was approved and confirmed on June 26, 2008. The Second Amended Water Control Plan and Engineer's Report for Unit of Development No. 1 was approved and confirmed on August 20, 2009. The Third Amended Water Control Plan dated August 2021, and Engineer's Report, dated November 2021 for Unit of Development No.1 to be approved and confirmed in the future pursuant to Chapter 298 F.S.

HSLCD's Board of Supervisors authorized the preparation of the Water Control Plan for Unit of Development No. 1A ("the Plan") on August 4, 2021.

Unit of Development No. 1A means that a certain parcel of land located in Martin County, Florida, containing approximately 1,530.89 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.

C. Acknowledgements

This Water Control Plan for Unit of Development No. 1A is based in part on data and information contained in the Third Amended Water Control Plan for Unit of Development No 1, dated August 2021.

D. Purpose and Scope

The purpose of this Water Control Plan is to modify the Unit of Development No. 1A HSLCD improvements/facilities currently operated and/or maintained by HSLCD. Existing District facilities will be modified, and new facilities constructed, as necessary, to facilitate further changes in development plans for the proposed Discovery PUD subdivision and to accommodate a new golf course and ancillary facilities.

This Water Control Plan provides for the proposed project that will be developed by Discovery Land Company and will consist of a maximum of 317 residential units on 1,530.89 acres, which

equates to a gross residential density of approximately 1 unit per 5 acres. The residential lots will be surrounded by approximately 200-acres of lakes, an 18-hole Golf Course, and more than 124.41 acres of native wetland and upland habitat that will be restored adjacent to the Atlantic Ridge Preserve State Park. The lake front amenities include a Golf and Clubhouse with ten golf suites and an Outdoor Family Recreation and Sports Park. The Golf Course will also feature two driving range facilities, a Par 3 mini course, and Clubhouse with teaching and practice facility.

The existing Polo Club equestrian uses the polo fields along the Bridge Road frontage which will be maintained and enhanced by additional support facilities including expansion of the existing Equestrian/Polo club facilities, addition of equestrian-orientated neighborhood, and riding trails throughout the project. A Right of Way dedicated to HSLCD from Bridge Road to the Atlantic Ridge Preserve State Park along the east boundary of the project will be constructed.

The proposed golf course and residential lots will be graded significantly higher than existing grade. The proposed topography for these will have elevations in the range of 45 feet NAVD which will require approximately 30 feet of fill above existing grade.

The project proposes the use of a potable water distribution system and wastewater collection system. The utility provider will be South Martin Regional Utilities by way of water main and force main extension improvements. Tract will be dedicated to HSLCD for future use. These features are planned to enter the site from the North.

E. Land in Unit of Development No. 1A

The land area within Unit of Development No. 1A encompasses approximately 1,530.89 acres and is located in the unincorporated area of Martin County, Florida. All of Unit of Development No. 1A lies within the original HSLCD Unit 1. A location map of Unit of Development No. 1A in relation to the boundaries of HSLCD is shown in Exhibit 1. The legal description and map for this Unit of Development is shown in Exhibits 2-1 and 2-2.

The proposed project is located within Unit of Development No. 1A, north of Bridge Road, roughly one mile east of the I-95 Interchange in unincorporated Martin County, Florida. The project includes all of the Hobe Sound Polo Club recorded plat, which consists of approximately 1,307-acres, and Tract A and D of the Hobe Sound Equestrian club recorded plat, which consist of approximately 223 acres. The Hobe Sound Polo Club, consisting of 50 twenty acres lots, was partially constructed.

The property changed to "Rural Lifestyle Development" land use but shall be converted from 50 twenty acre lots to the afore mentioned ranch sites and golf course and supporting facilities.

F. Lands outside HSLCD Boundaries Receiving Services

Lands that are outside the boundaries of Unit of Development No. 1A that connect with the water control system within the Unit of Development No. 1A are illustrated in Exhibit 3. Lands outside HSLCD boundaries shall continue to receive drainage services, although some modifications to the existing system are required under this plan as illustrated in Exhibits 4-1, 4-2 and 4-3.

Thomas Produce is a 300-acre agricultural site located to the southeast of Unit of Development No. 1A. These lands connect with the water control system within, and receive drainage services through, the Unit. Water drains through a 48" culvert to the internal lake system where 1 inch of water quality treatment will occur.

Atlantic Ridge Preserve State Park is a 4,886-acre preserve located between U.S. 1 (Federal Highway) and the South Fork of the St. Lucie River, at the north end of the Unit of Development No. 1A. It passes water from the east side of the Unit, along the canal on the north of the Unit, to the Outfall Canal OC-1 (see Exhibit 3) via a flow through wetland preserve, then flows continuing westward to Outfall Canal OC-1, which will be reconstructed.

At the south end of Unit of Development No. 1A, the "South Fork Canal" passes water from Lands South of Unit of Development No. 1A to the internal lake system. The flows will be piped along the west boundary. These lands drained through the HSLCD prior to the construction of any water management system and continue to do so without an agreement or permit.

G. West Boundary Culvert Sizing

The 1,664 acre drainage area south of Bridge Road will be piped by culvert. This area generates a flow of 44.2 cubic feet per second. Using a 60-inch culvert results in a headloss of 0.81 feet. This culvert is shown on Exhibits 4-1 and 4-2.

The analysis calculates the headloss for a 60" HDPE culvert length of 2,355 feet using a 44.2 cubic feet per second (CFS) flow using Manning's equation:

$$Q = Av = (1.49/n)A(R^{2/3})S^{1/2}$$

Where:

Q = Flow Rate, (ft³/s)

v = Velocity, (ft/s)

A = Flow Area, (ft²)

n = Manning's Roughness Coefficient

R = Hydraulic Radius, (ft)

S = Slope or gradient, (ft/ft)

From this equation we estimated the “slope” or gradient between the water elevation at the culvert inlet and culvert outlet, and the length of the culvert. The analysis uses a Manning’s value for HDPE of 0.012.

CULVERT SIZE (inches)	HDPE Manning's number	Flow (CFS)	Flow area (ft ²)	Velocity (ft/s)	R(ft)	Slope (ft/ft)	Pipe length (ft)	Headloss (ft)
60	0.012	44.2	19.6	2.25	1.25	0.000169	2355	0.50

The table above shows that for a flow of 44.2 CFS, the head loss is 0.4 ft, which indicates a partially full flowing culvert.

II. Existing Conditions in the Unit of Development No. 1A Area

A. Topography

USGS Quad Sheet Gomez shows elevations ranging between 15 and 17 feet National Geodetic Vertical Datum 1929 (“NGVD 1929”) for the area within the Unit of Development No. 1A boundaries. Unit of Development No. 1A generally slopes downward from south to the north.

The existing onsite soils are predominantly Wabasso Sand, Riviera Fina Sand, Pineda Sand, Floridiana Fina Sand (depressional), and Riviera Fine Sand (depressional). The soils characteristics are nearly level, poorly drained sands with water tables strongly influenced by the conveyance features in and around the site. The site was developed for citrus crops many years ago but is presently a partially completed Hobe Sound Polo Club.

The site consists of existing roads, swales, and canals that provide site drainage and limit the elevation of the water table onsite. The elevation of the Seasonal High-Water Table (SHWT) is estimated to be between 7.0 and 8.0 feet NAVD based on data from previously permitted projects on this site and is heavily influenced by the perimeter canals. The average SHWT determined by recent project specific borings will be used for the control elevation for the post-development condition which will be 8.5 ft. NAVD. The Grove Golf Club, which is adjacent to this site, maintains a control elevation of 6.0 feet NAVD.

B. Land Use and Zoning

The historic land use within Unit of Development No. 1A is primarily agricultural land use. The previous land use is residential twenty-acre ranch sites, a proposed golf course, and ancillary facilities.

Unit of Development No. 1A is located in the unincorporated area of Martin County, Florida. The Martin County Zoning classification for the Unit of Development No. 1A area is listed as A-1 (Agricultural). The proposed land use is to be a PUD.

C. History of Water Control for the Area

The design criteria for the water control system is listed below. This information is based on the design criteria contained in the HSLCD Unit 1 Water Control Plan, dated April 2007.

A series of water control plan amendments for the existing Unit 1 development have been updated since 2007 (see next page).

a. Channel Design Criteria — Drainage

The drainage capacity of the system is designed for the peak removal of 4 inches of surface water in 24 hours, at flood stages. The basic average design capacity is 2 inches removal in 24 hours, with channel stages maintaining a 2-foot freeboard. All channels are designed with a 1:1 side slope. Grades and cross sections are designed for a maximum flow velocity of 2 feet per second. Culverts are designed for a velocity of 2 to 4 feet per second, and of a size that will create a head of no more than 0.2 feet within the length of the culvert at full flow. Channel sections and grades are designed to preserve a free water table in the adjacent soil of 48 inches below the ground surface if possible.

b. Channel Design Criteria — Irrigation

The HSLCD drainage channel system is also available for use for the distribution of irrigation waters. The capacity of the channel system is the normal movement of 2 inches of surface water in 24 hours. The irrigation supply is generally designed for an application rate of not more than 1 inch in 24 hours. The channel system capacity exceeds the capacity required for the movement of irrigation water.

c. Irrigation Water Supply

The irrigation water is supplied from ground water wells, internal lakes, and from the St. Lucie (SFWMD C-44) Canal. A pump station at the C-44 delivers water to Unit 2, then on to Unit 3, and lastly, northward into Unit 1A. Refer to the Water Control Plans for Unit of Development Nos. 1, 2 and 3 and the South Florida Water Management District Water Use Permit No. 43-00057-W for existing well locations and capacities (see Exhibit 6), under this plan two (2) existing wells are for supplemental golf course irrigation water and will remain.

HSLCD has an irrigation supply pump station on the St. Lucie (C-44) Canal. This pump station is only used for irrigation supply and has no drainage function. The St. Lucie Canal's water source is water from Lake Okeechobee (and localized drainage). The pump station design criteria was to provide approximately 1/4 inch of water per day to the HSLCD.

d. Levee Flood Protection

The entire area of the HSLCD, comprising of both improved and unimproved lands, is enclosed by an outside levee (berm) which prevents any flow of surface waters onto any lands within HSLCD.

III. Water Control Plan Improvements

A. Surface Water Management System Improvements

1. Description of Improvements/Unit of Development No. 1A

The property has been utilized for citrus production for several decades. Most recently the property has partially developed twenty acre lots with supporting polo facilities. The property contains no native wetlands or upland habitat.

The property is located totally within the Hobe-St. Lucie Conservancy District Unit 1 and contains perimeter agricultural canals and a relocatable drainage easement which are dedicated to and maintained by the Hobe-St. Lucie Conservancy District.

a. Internal Lake System

This Plan provides for the construction of facilities to support the new development including a system of lakes and pipe structures. These modifications shall also include the construction of ancillary drainage structures, outfalls, and appurtenances.

The final configuration of lakes may vary based on actual site conditions and as the final site design warrants.

b. Atlantic Ridge Preserve State Park Improvements

Part of the proposed water management plan is to improve the conveyance and discharge of the Atlantic Ridge Preserve State Park (ARPSP) runoff. The project proposes improvements of the conveyance system located along the eastern property line of the District. The project also includes the reconstruction of the northern relief canal and outfall, as well as construction of a restored wetland flow through marsh into the Hobe St Lucie Conservancy District Outfall Canal (see Exhibit 4-1).

c. Outfall Canals and Discharge Control Structures

HSLCD has three discharge structures. These structures shall remain in place and shall discharge to the South Fork of the St. Lucie River (Unit 1 Outfall) and the other two discharge to the Loxahatchee River via the Cypress Creek and Gulfstream Canal. Generally, lands north of Bridge Road drain to the South Fork of the St. Lucie River and lands south of Bridge Road drain to the Loxahatchee River.

Excess storm water flow from the Unit 1A lands will be collected and conveyed, via swales, to interconnected lake then on to the Unit 1 Outfall Canal. The Outfall Canal locations are shown on Exhibit 5. All of the facilities are considered common to all of HSLCD. Flows in these canals are regulated by water control structures that are described as follows:

Unit of Development No. 1 Outfall Structure, which discharges to the South Fork of the St. Lucie River, serves the area referred to as Unit of Development No. 1 and the offsite lands south, north and east of HSLCD. The structure has a steel pile wall across the canal with concrete discharge bays. There are 3 discharge bays, 4 feet 6 inches wide, with a concrete sill at elevation 2.0 Feet NGVD. Stop logs can be placed in these bays to vary the water elevation upstream of the structure. There are two (2) overflow weirs, 5 feet 6 inches wide, at elevation 10.0 Feet NGVD on each side of the discharge bays. There is a concrete cap across the structure at elevation 14.5 Feet NGVD. This replaced the original structure and was constructed in 1993.

There is an Outfall Control Structure for the golf course at the north end of the golf course. This outfall structure is manual as operated by the HSLCD personnel and maintained by

HSLCD at their discretion. The structure is detailed in SFWMD ERP Permit Number 43-02812-P.

2. SFWMD Permits

Permits are on file with the District Manager.

B. Easements Dedicated to HSLCD

HSLCD has easements dedicated for access and for the operation and maintenance of the surface water management system. These easements will need to be relocated in accordance with the relocatable easement and dedicated to HSLCD for access and to maintain and operate the water management system. Refer to Exhibit 5 for location of Outfall and Irrigation Water Supply Canals. A copy of the (relocatable) Easement, as amended, for the B-14 Grove is recorded in ORB 2191, Page 2163, as partially abandoned in ORB 2369, Page 1588, all in the official records of Martin County, Florida. The water control structure for the golf course will have a 20-foot access and maintenance easement. The easements shown on the revised Exhibit 7 have been adjusted to reflect the easements dedicated to the District for a portion of the lands in Unit of Development No.1A, in addition of adjustments to easements for the golf Course.

C. Cost of Improvements

The total projected cost of the improvements described herein is approximately \$165,189,979. A detailed cost estimate of the improvements, including the construction of a new canal, is contained in Exhibit 8.

IV. Maintenance/Operational Responsibilities

Maintenance and operational responsibilities of HSLCD include cleaning and/or maintaining canals, culverts and other water control structures, pumps, and wells and operation of pump stations and water control structures and irrigation wells. HSLCD shall also assume the responsibility of the landowner in the Agreements with the lands outside HSLCD.

V. Method of Financing

All proposed modifications and improvements specified under this amendment shall be paid from Developer contribution(s) or from the sale of bonds. The cost for operation and maintenance of the Unit 1A District improvements shall be paid annually by Unit 1A landowners

as a non-ad valorem assessment upon the benefited lands within HSLCD. SFWMD permits on file with the District Manager.

Additionally, the proceeds from the sale of bonds may be used for maintenance or such other lawfully authorized improvements in the Plan, or other units of development and their Plans for the benefit of Unit 1A, to the extent the separate unit of development is intended to benefit those same lands.

VII. Recommendations

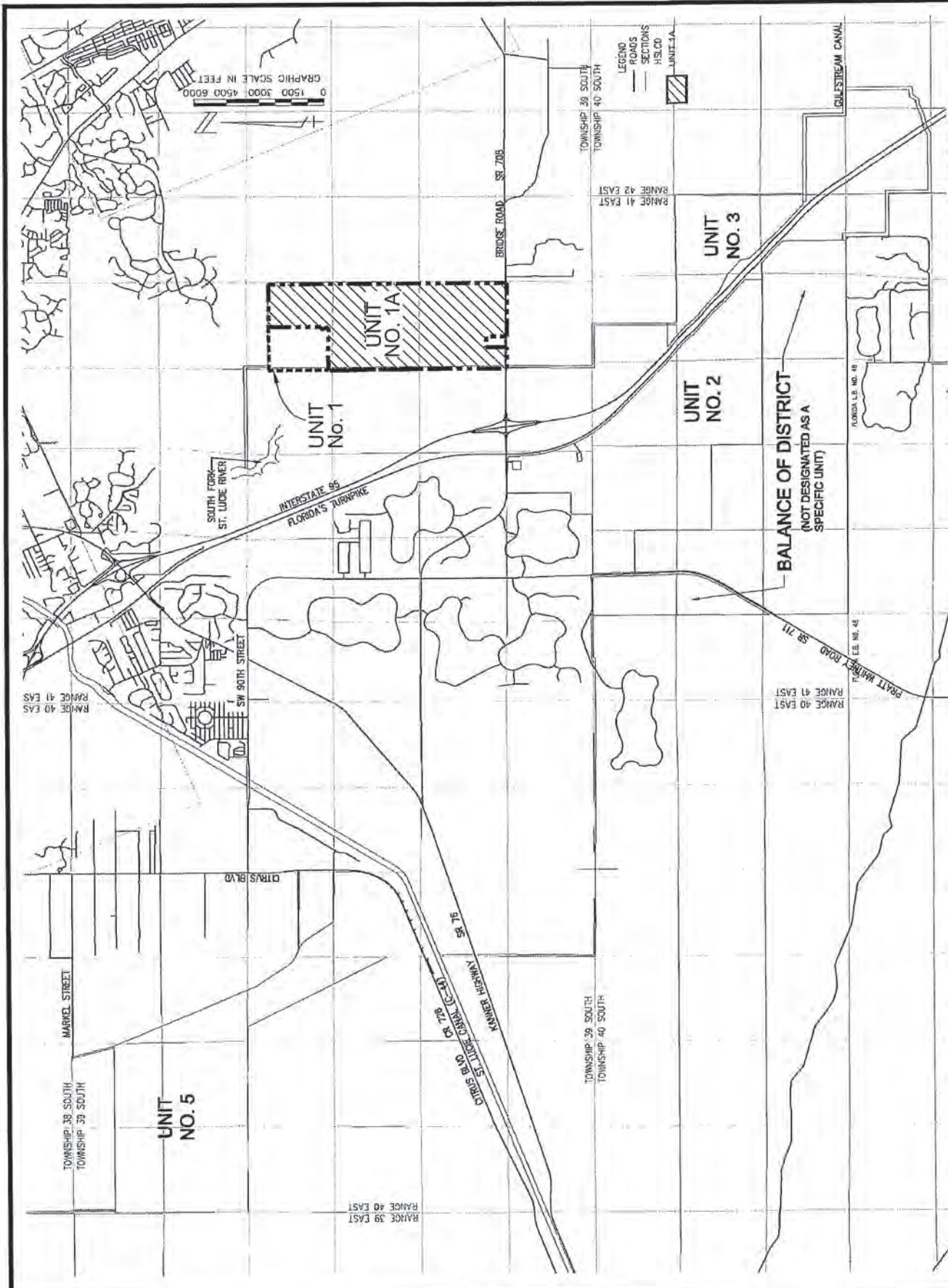
Based on the information presented in this Unit 1A Water Control Plan, the following recommendations are made:

The Unit 1A Water Control Plan is submitted to the Supervisors at a HSLCD Board of Supervisor's Meeting, so that the Board can adopt a Resolution to Consider Adoption of the Unit No 1A Water Control Plan.

- A.** HSLCD shall take all the necessary procedural and legal steps required for the Unit 1A Water Control Plan to be approved by the HSLCD Board of Supervisors.
- B.** That all easements required be furnished to HSLCD in perpetual easements meeting the approval of HSLCD Attorney, the District Engineer, and the Board of Supervisors.
- C.** HSLCD continues maintenance and operation of the remaining Unit 1 facilities to the benefit of all the lands remaining within Unit 1. HSLCD will manage and operate Unit 1A facilities to the benefit of all land within Unit 1A and in accordance with the applicable SFWMD permits for the lands outside Unit 1.

Exhibit 1

HSLCD Units of Development Location Map



NOTE: BASE INFORMATION OBTAINED FROM MOCK ROADS DRAWING NO. grcsex28.dwg DATE: April 2007

NO.	REVISIONS	DATE
1	DEFINED SECTION 1A	10/20/2021

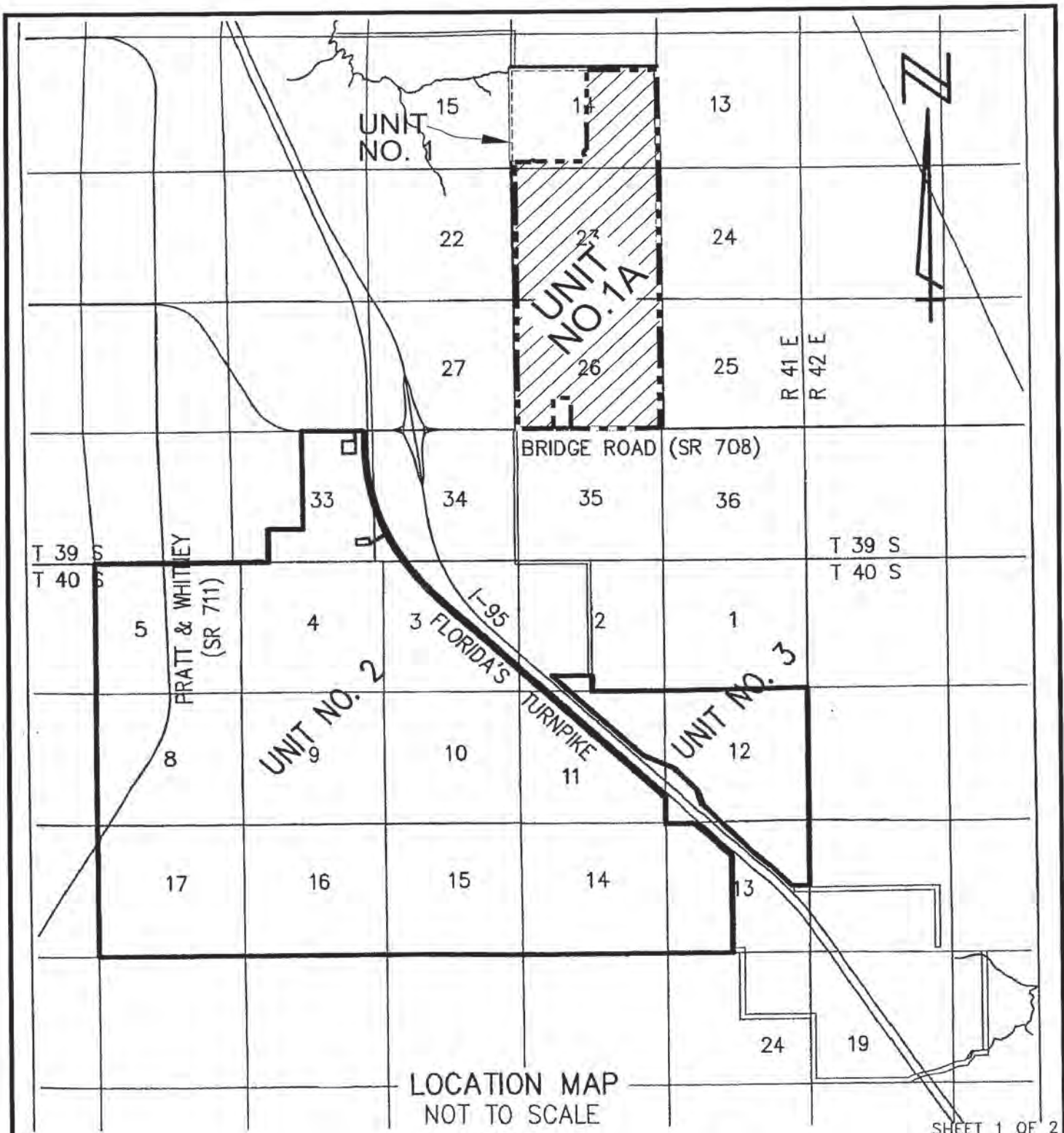
HIGGINS ENGINEERING, INC.
 4623 FOREST HILL BLVD.
 WEST PALM BEACH, FLORIDA 33415
 561-439-7807

DESIGNED: RWH
 DRAWN: DAB
 SCALE: NTS
 DATE: 10/20/2021
 JOB NO.: 07-18.8

0718-8 Discovery Work files\0718-8 Amended Wtr Cont Plan Exhs\1A Exhs 1and3.dwg
 HSLCD UNITS OF DEVELOPMENT
 LOCATION MAP
 PREPARED FOR
 HOBE ST. LUCIE CONSERVANCY DISTRICT
 MARTIN COUNTY, FLORIDA

Exhibit 2

Map and Legal Description for HSLCD Unit of Development No. 1A



NOTE: BASE INFORMATION OBTAINED FROM MOCK ROOS DATE: Feb 2007

SEC 14, 23, 26. TWP. 39 S., RGE. 41 E.

REV: ---
FIELD: ---
DRAWN: DAB
APPR:



HIGGINS ENGINEERING, INC.
4623 FOREST HILL BLVD.
WEST PALM BEACH, FLORIDA 33415
561-439-7807

0718-B Amended Wtr Cont Plan Exhs\Exhs 0718-B Leg_Loc 5E.dwg

Unit of Development No.1A
Hobe-St. Lucie
Conservancy District
Martin County, Florida

SCALE: N/A
DATE: OCT. 2021
P.A.NO.
DR. NO.

EXHIBIT 2-1

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 26, 23 & 14 TOWNSHIP 39, RANGE 41, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 39, RANGE 41, CERTIFIED CORNER RECORD DOCUMENT #094549, THENCE NORTH 00°12'22" WEST, ALONG THE WEST LINE OF SECTION 26, A DISTANCE OF 65.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF BRIDGE ROAD AND SAID WEST SECTION LINE, SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 00°12'22" WEST, DEPARTING SAID NORTH RIGHT OF WAY LINE AND ALONG SAID WEST LINE OF SECTION 26, A DISTANCE OF 2574.78 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 26; THENCE NORTH 00°10'04" WEST ALONG SAID WEST LINE OF SECTION 26, A DISTANCE OF 2639.77 FEET TO THE NORTHWEST CORNER OF SAID SECTION 26, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 23; THENCE NORTH 00°29'52" WEST ALONG SAID WEST LINE OF SECTION 23, A DISTANCE OF 2664.71 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 00°30'02" WEST ALONG SAID WEST LINE OF SECTION 23, A DISTANCE OF 2664.46 FEET TO THE NORTHWEST CORNER OF SAID SECTION 23, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 14; THENCE NORTH 00°21'35" EAST ALONG SAID WEST LINE OF SECTION 14, A DISTANCE OF 275.02 FEET; THENCE SOUTH 89°45'19" EAST, DEPARTING SAID WEST LINE OF SECTION 14, A DISTANCE OF 595.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, THE CHORD FOR SAID CURVE BEARS NORTH 69°56'32" EAST, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 114°20'41", A DISTANCE OF 165.64 FEET TO A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 117.00 FEET, THE CHORD FOR SAID CURVE BEARS SOUTH 36°52'12" EAST, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 36°52'12", A DISTANCE OF 75.29 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°45'19" EAST, A DISTANCE OF 1836.71 FEET; THENCE NORTH 00°14'41" EAST, A DISTANCE OF 152.97 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 135.00 FEET, THE CHORD FOR SAID CURVE BEARS NORTH 21°58'27" WEST, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 44°26'15", A DISTANCE OF 104.70 FEET TO A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 125.00 FEET, THE CHORD FOR SAID CURVE BEARS NORTH 23°04'14" WEST, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 134°31'36", A DISTANCE OF 293.49 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°21'28" EAST, A DISTANCE OF 3223.58 FEET; THENCE SOUTH 89°59'08" EAST, A DISTANCE OF 2634.74 FEET TO A POINT ON THE EAST LINE OF SECTION 14; THENCE SOUTH 00°04'46" WEST ALONG SAID EAST LINE OF SECTION 14, A DISTANCE OF 1329.94 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 14; THENCE SOUTH 00°25'19" EAST ALONG SAID EAST LINE OF SECTION 14, A DISTANCE OF 2653.85 FEET TO THE SOUTHEAST SECTION CORNER OF SECTION 14, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 23; THENCE SOUTH 00°12'43" WEST ALONG SAID EAST LINE OF SECTION 23, A DISTANCE OF 2652.00 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 00°18'32" EAST ALONG SAID EAST LINE OF SECTION 23, A DISTANCE OF 2639.72 FEET TO THE SOUTHEAST CORNER OF SECTION 23, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 26; THENCE SOUTH 00°02'49" EAST ALONG SAID EAST LINE OF SECTION 26, A DISTANCE OF 2663.50 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 00°05'39" WEST ALONG SAID EAST LINE OF SECTION 26, A DISTANCE OF 2585.79 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF BRIDGE ROAD, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 21,550.90 FEET, THE CHORD FOR SAID CURVE BEARS SOUTH 88°25'24" WEST, THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND DEPARTING SAID EAST LINE OF SECTION 26, HAVING A CENTRAL ANGLE OF 00°48'21", A DISTANCE OF 303.15 FEET TO THE END OF SAID CURVE; THENCE SOUTH 88°01'13" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 245.67 FEET TO A POINT, SAID POINT BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 11,394.20 FEET, THE CHORD FOR SAID CURVE BEARS SOUTH 89°07'55" WEST, THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 02°13'24", A DISTANCE OF 442.15 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°45'23" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2328.48 FEET; THENCE NORTH 00°14'37" EAST DEPARTING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1255.00 FEET; THENCE NORTH 89°45'23" WEST, A DISTANCE OF 660.00 FEET; THENCE SOUTH 00°14'37" WEST, A DISTANCE OF 1255.00 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 89°45'23" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1320.51 FEET TO THE POINT OF BEGINNING.

TOTAL AREA IN METES & BOUNDS DESCRIPTION= 66,685,519 SQUARE FEET OR 1,530.89 ACRES ±

EXHIBIT 2-2

SHEET 1 OF 2

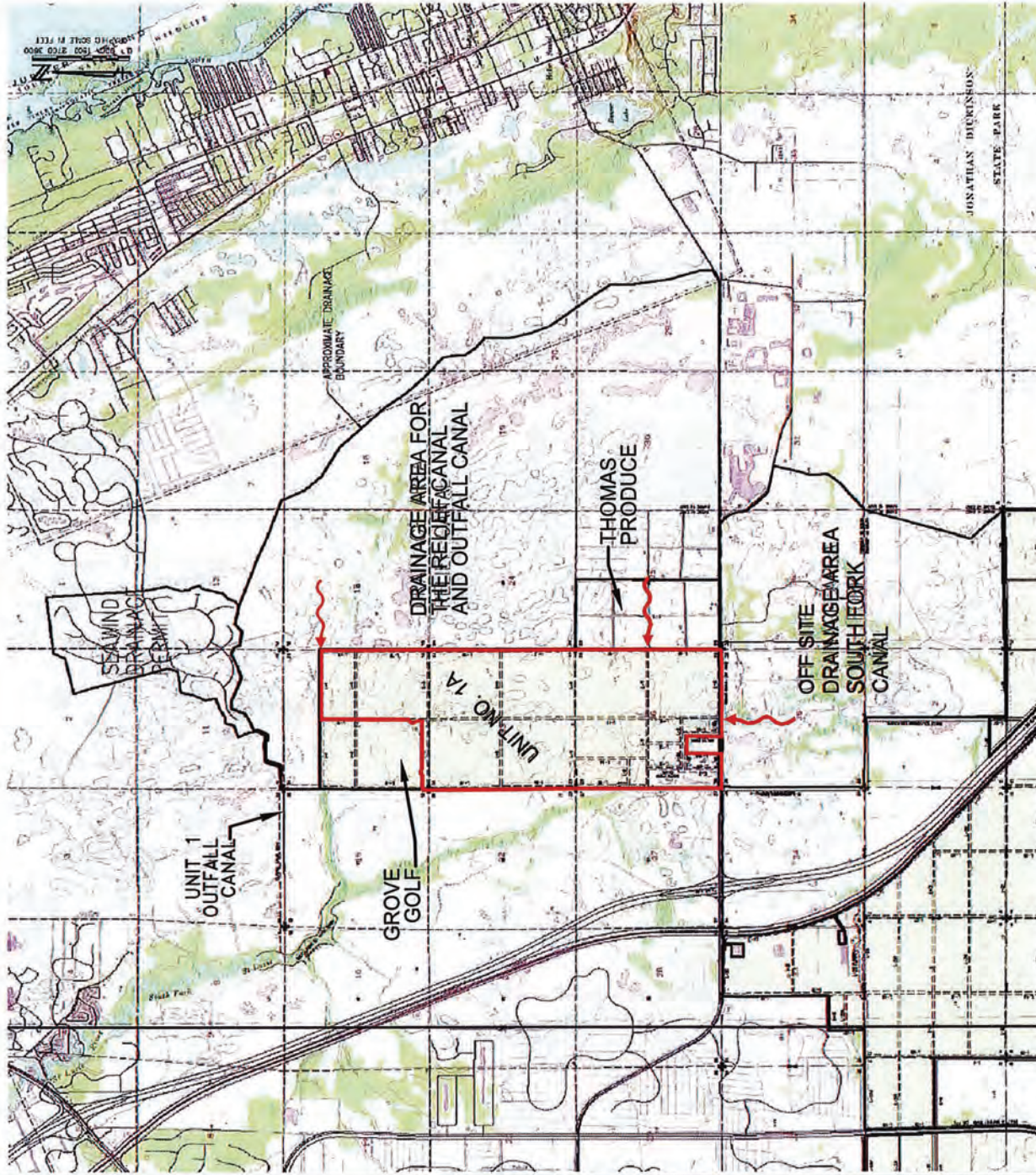
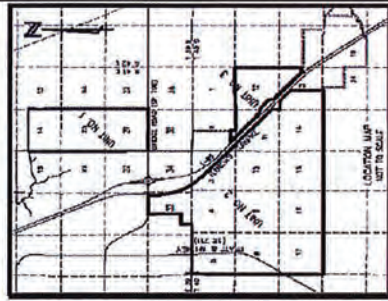
SEC 14, 23, 26. TWP. 39 S., RGE. 41 E.

REV: ---		HIGGINS ENGINEERING, INC. 4623 FOREST HILL BLVD. WEST PALM BEACH, FLORIDA 33415 561-439-7807	Unit of Development No.1A Hobe-St. Lucie Conservancy District Martin County, Florida	SCALE: N/A
FIELD: ---				DATE: OCT. 2021
DRAWN: DAB				P.A.NO.
APPR:				DR. NO.

0718-8 Amended Wtr Cont Plan Exhs. 1-5-22\Exh 2 Leg_Loc 8H.dwg

EXHIBIT 2-2
Page 47

Exhibit 3
Offsite Drainage Areas



NOTE: BASE INFORMATION OBTAINED FROM MOCK ROOS DRAWING NO. gncsex26.dwg		DATE: April 2007	0718-8 Discovery Work files\0718-8 Amended Wtr	Cont Plan Exhs\1A Exhs land3.dwg
NO.	REVISIONS	DATE	HIGGINS ENGINEERING, INC. 4623 FOREST HILL BLVD. WEST PALM BEACH, FLORIDA 33415 561-439-7807	
	1	10/20/2021		
	1	10/20/2021		
	1	10/20/2021		
OFFSITE DRAINAGE AREAS UNIT OF DEVELOPMENT 1A PREPARED FOR HOBE ST. LUCIE CONSERVANCY DISTRICT MARTIN COUNTY, FLORIDA			DESIGNED: RWI DRAWN: DAB SCALE: NTS DATE: 10/20/2021 JOB. NO.: 07-18.8	

EXHIBIT 3

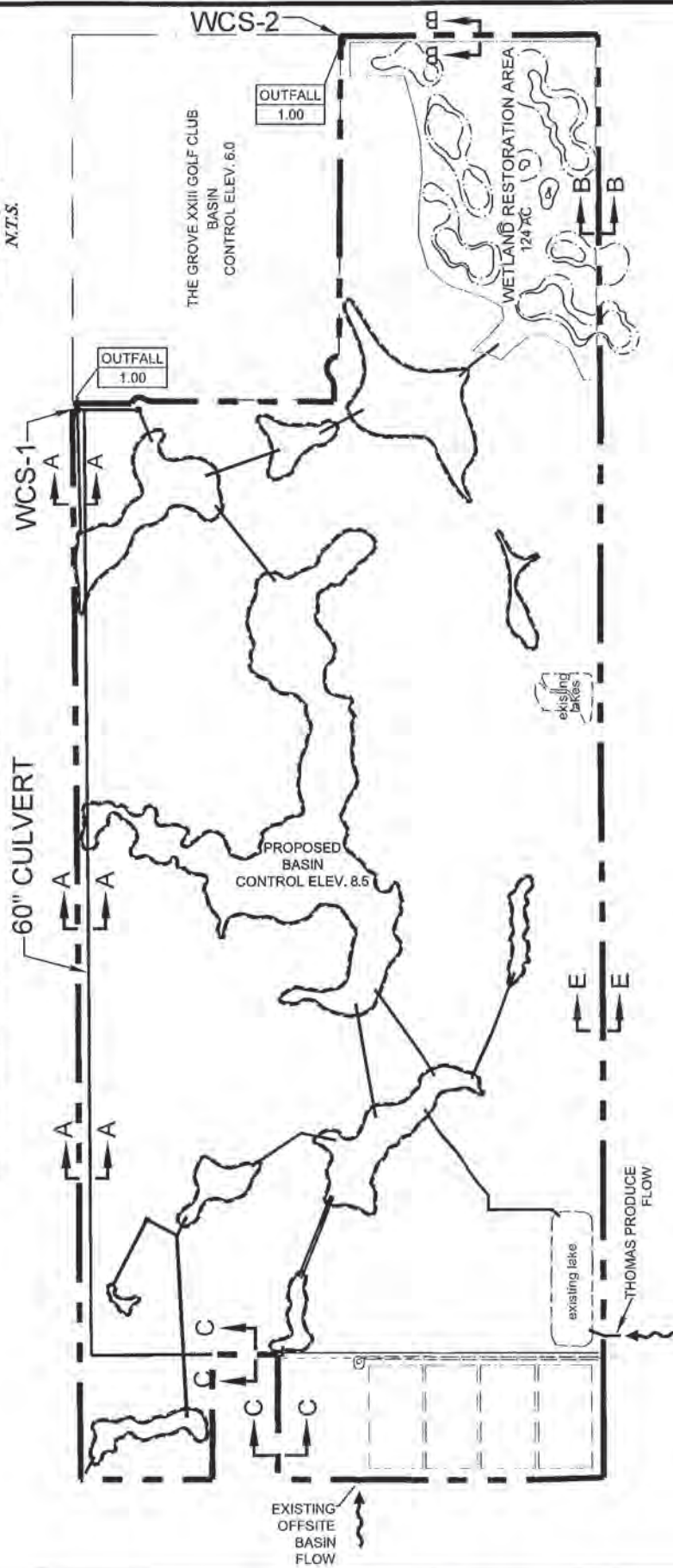
Exhibit 4

Water Control System Map

LEGEND

- UNIT No. 1A BOUNDARY
- PROPOSED LAKES & EASEMENT
- CULVERT
- WATER CONTROL STRUCTURE
- WETLAND

ALL ELEVATIONS SHOWN OR REFERENCED WITHIN THESE PLANS ARE BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (N.A.V.D.) TO CONVERT FROM N.A.V.D. '88 TO N.G.V.D. '29, ADD 1.48' TO THE N.A.V.D. ELEVATIONS TO GET N.G.V.D. ELEVATIONS.



0718-8 Amended Wtr Cont Plan Exhs 1-5-22\1A Exh 4-1 161.dwg

REVISIONS		DATE
NO.	1	10/20/2021
2	11/11/2021	
3	5/10/2022	

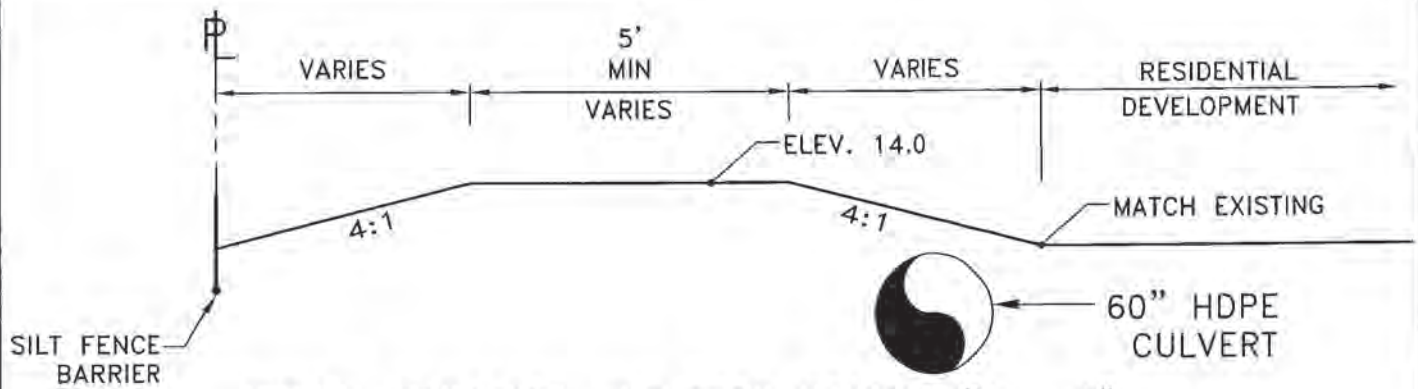
DESIGNED: RWH	WATER CONTROL SYSTEM
DRAWN: DAB	UNIT OF DEVELOPMENT NO. 1A
SCALE: NTS	HOBBS ST. LUCIE CONSERVANCY DISTRICT
DATE: 10/20/21	MARTIN COUNTY, FLORIDA
JOB NO.: 07-18.8	

HIGGINS ENGINEERING, INC.



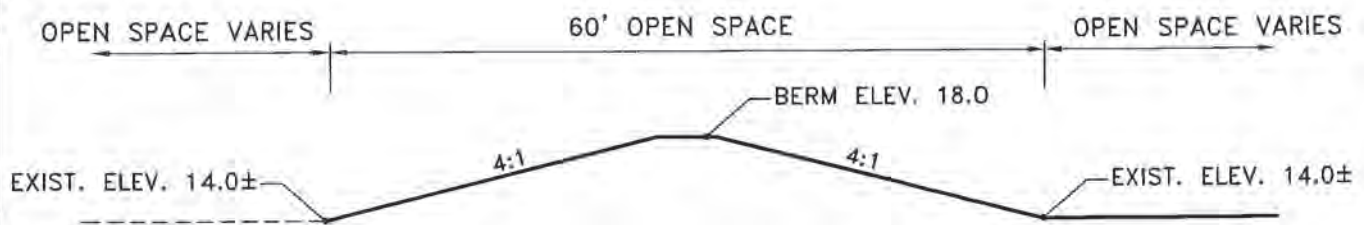
4623 FOREST HILL BLVD.
WEST PALM BEACH, FLORIDA 33415
561-439-7807

EXHIBIT 4-1



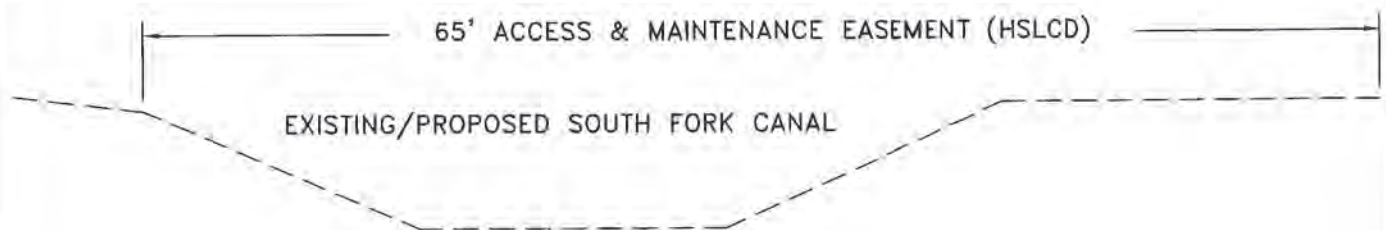
TYPICAL PROPERTY LINE BERM SECTION "A - A"

N.T.S.



BERM AT WETLANDS SECTION "B - B"

N.T.S.



SECTION "C - C"

65' ACCESS & MAINTENANCE EASEMENT (HSLCD)

N.T.S.

0718-8 Amended Wtr Cont Plan Exhs 1-5-22\1A Exh 4-2 Xsects 13N.dwg

NO.	REVISIONS	DATE
1	MISC., SECTION A-A	5/11/2022

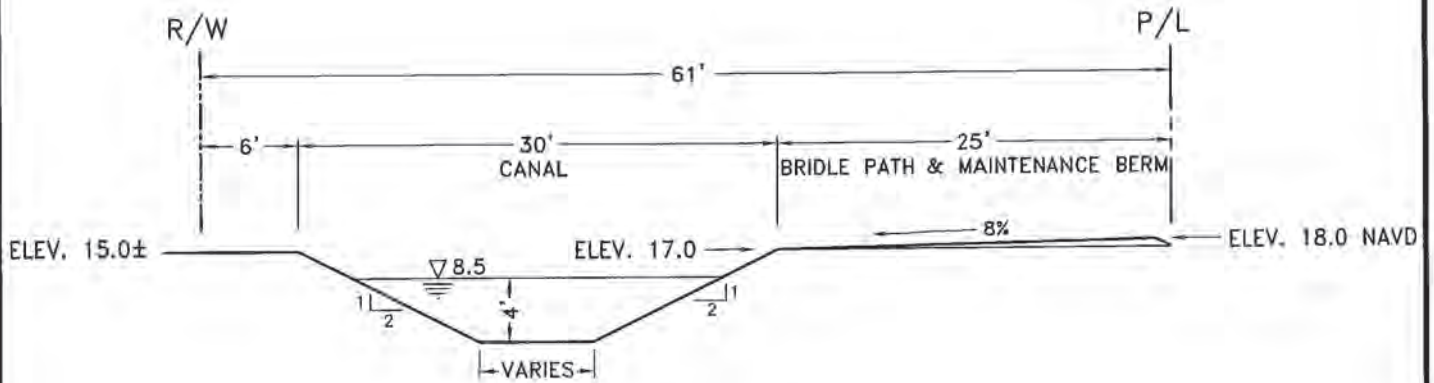


HIGGINS ENGINEERING, INC.
 4623 FOREST HILL BLVD.
 WEST PALM BEACH, FLORIDA 33415
 561-439-7807

DESIGNED: RWH
 DRAWN: DAB
 SCALE: NTS
 DATE: 10/2021
 JOB. NO.: 07-18.8

CROSS SECTIONS
 WATER CONTROL SYSTEM MAP
 UNIT OF DEVELOPMENT NO. 1A
 HOBE ST. LUCIE CONSERVANCY DISTRICT
 MARTIN COUNTY, FLORIDA

EXHIBIT 4-2



SECTION "E - E"
EAST SIDE BOUNDARY CANAL
N.T.S.

NOTE: BASE INFORMATION OBTAINED FROM ENGINEERING & WATER RESOURCES, INC.
HSLCD FACILITIES.dwg DATE: July 2007 & HIGGINS ENGINEERING, INC.

0718-8 Discovery Unit 1A Exhs 1-5-22\
0718-8 Amended Wtr Cont Plan Exhs 1-5-22\
1A Exh 4-3 Xsects 14P.dwg

NO.	REVISIONS	DATE
1		

HIGGINS ENGINEERING, INC.
4623 FOREST HILL BLVD.
WEST PALM BEACH, FLORIDA 33415
561-439-7807

DESIGNED: RWH
DRAWN: DAB
SCALE: NTS
DATE: 10/2021
JOB. NO.: 07-18.8

CROSS SECTIONS
WATER CONTROL SYSTEM MAP
UNIT OF DEVELOPMENT NO. 1A
HOBE ST. LUCIE CONSERVANCY DISTRICT
MARTIN COUNTY, FLORIDA

EXHIBIT 4-3

Exhibit 5
Common Facilities Map

Exhibit 6

Well Location Plan

NOTES

1. Basemap information shown hereon is generated from the following drawings and CADD files provided to Mock Roos:

Unit No. 1:
GCY Inc. R-14 Grove Boundary Survey For: Becker Holding Corporation, File & Drawing No. 08-1005-08-01, Dated Feb. 2008,
3. Property lines shown hereon are for graphic representation only and are not to be construed as field surveyed. No boundary was established with this map.

3. Well location shown hereon are based on South Florida Water Management Permit No. 43-00057W.

LEGEND

- 34 27
35 26
- SECTION CORNER
- UNIT NO. 1A BOUNDARY
- SECTION LINE GRAPHIC REPRESENTATION
- SECTION LINE PER GCY, Inc. AND/OR LBFH Inc.
- WELLS



LOCATION MAP
N.T.S.



0718-8 Discovery Work files
0718-8 Amended Wtr. Cont. Plan Exhs
1A Exh 4 7G.dwg

HIGGINS ENGINEERING, INC.
4623 FOREST HILL BLVD.
WEST PALM BEACH, FLORIDA 33415
561-439-7807

NO.	REVISIONS	DATE
1	DEFINED SECTION 1A	10/20/2021
2	REMOVED FIRE WELLS	10/29/2021
3	REVS PER VELCON FINAL PLAN	11/11/2021

DESIGNED: RWB
DRAWN: DAB
SCALE: NTS
DATE: 10/2021
JOB. NO.: 07-18.8

WELL LOCATION PLAN
UNIT OF DEVELOPMENT NO. 1A
HOBE ST. LUCIE CONSERVANCY DISTRICT
MARTIN COUNTY, FLORIDA

EXHIBIT 6

Exhibit 7
Easement Location Map

LEGEND

UNIT No. 1A BOUNDARY

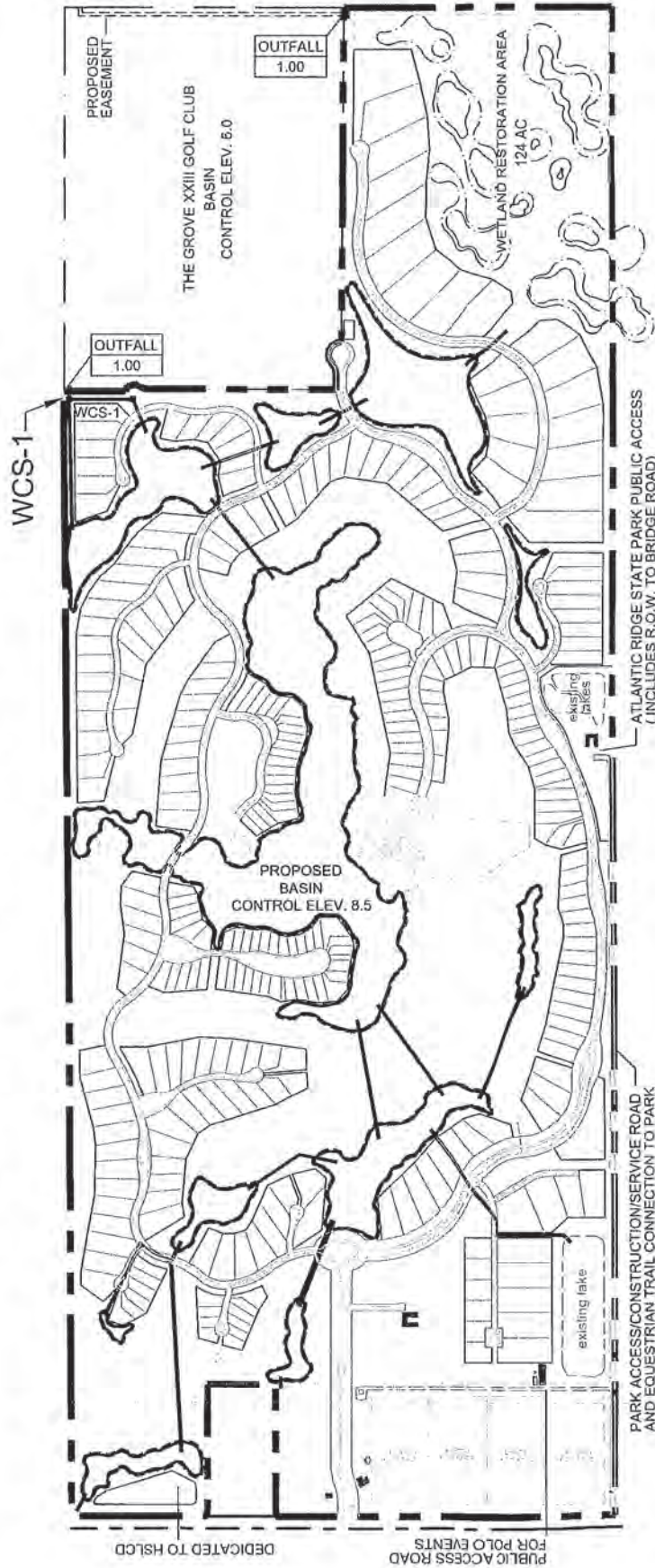
PROPOSED LAKES & EASEMENT

CULVERT

WATER CONTROL STRUCTURE

WETLAND

* EASEMENTS ARE LOCATED ON CULVERTS, ROADS, & LAKE LITTORAL ZONES



0718-8 Discovery Work files\0718-8 Amended Wtr Cont Plan Exhs\1A Exh 6-1 14R.dwg

NO.	REVISIONS	DATE
1	DEFINED SECTION 1A	10/20/2021
2	REVISED PER VELCON FINAL PLAN	11/15/2021



HIGGINS ENGINEERING, INC.
4623 FOREST HILL BLVD.
WEST PALM BEACH, FLORIDA 33415
561-439-7807

DESIGNED: RWH
DRAWN: DAB
SCALE: NTS
DATE: 10/20/21
JOB NO.: 07-18.8

PROPOSED EASEMENT
LOCATION MAP
UNIT OF DEVELOPMENT NO. 1A
HOBE ST. LUCIE CONSERVANCY DISTRICT
MARTIN COUNTY, FLORIDA

Exhibit 8

Cost Estimate for Proposed Improvements

UNIT 1A
WATER CONTROL PLAN

December 2021
Revised January 4, 2021

Cost of Construction Elements Within the HSLCD Easements for Entire Unit 1A

Item No.	Description	Unit	Unit Price	Qty	Total \$
1000	Mobilization	LS	956000.00	1	956,000
1100	Erosion Control	LF	2.20	40,617	89357.4
1200	Clear Grub and Burn	AC	2250.00	1,676	3,771,000
1300	Strip Site and Use in Green Areas	AC	1600.00	1,530	2,448,000
1400	Excavation	CY	4.30	7,000,000	30,100,000
1450	Embankment	CY	2.75	7,000,000	19,250,000
1500	Grade Lots +/-2	AC	6000.00	495	2,970,000
1550	Rough Grade	AC	4500.00	793	3,568,500
1575	Grade Wetland Restoration Area	AC	8500.00	140	1,190,000
1600	Finish Grade	SY	3.80	192,066	729,851
2000	Sewer (40%)	LS	30000000.00	1	30,000,000
2100	Drainage (40%)	LS	30000000.00	1	30,000,000
2200	Water (20%)	LS	15000000.00	1	15,000,000
2210	Landscaping	LS	5600000.00	1	5,600,000
2300	Dewatering	LS	4500000.00	1	4,500,000
	Subtotal				\$150,172,708
	10% Contingency				\$15,017,271
	Total				\$165,189,979

Exhibit 8



HIGGINS ENGINEERING, INC.

REPORT OF ENGINEER

Water Control Plan

for

**Unit of Development No. 1A
Hobe-St. Lucie Conservancy District**

January 2022
February 2022
April 2022

07-18.9

**4623 Forest Hill Blvd., Ste. 113
Tel: (561) 439-7807**

**West Palm Beach, FL 33415
Fax: (561) 439-0026**

Water Resources - Environmental

IN RE: HOBE ST. LUCIE CONSERVANCY DISTRICT
Unit of Development No. 1A –Water Control Plan

REPORT OF ENGINEER

This Report of Engineer (the “Report”) was prepared by Higgins Engineering, Inc., in its capacity as the District Engineer for Hobe St. Lucie Conservancy District (HSLCD), an independent special district of the State of Florida, hereinafter referred to as HSLCD, and states as follows:

1. Authorization. This Report was prepared by the District Engineer pursuant to the applicable provisions of Chapter 298, Florida Statutes, and Chapter 2005-339, Laws of Florida, as subsequently amended by Chapter 2007-296, Laws of Florida, (together referred to herein as the “Act”) and authorized by the Resolution adopted by HSLCD’s Board of Supervisors on the 17th day of November 2021 for its Unit of Development No. 1A Water Control Plan.

2. Purpose. This Report has been prepared to assist HSLCD’s Board of Supervisors in its consideration and adoption of the proposed Water Control Plan (as defined in paragraph 3(C) of this Report) for Unit of Development No. 1A. This Report is to address the Unit of Development No. 1A lands described in the attached Exhibit D-1 and Exhibit D-2.

3. Definitions. Except as hereinafter set forth, all capitalized terms and phrases used in this Report shall have the meaning ascribed thereto in the Act, namely:

(A) “Assessable Real Property” means that real property located within Unit of Development No. 1A which will receive benefits from the proposed Water Control Plan and may be subject to the levy of non-ad valorem assessments by HSLCD if the proposed Water Control Plan is adopted by HSLCD’s Board of Supervisors.

(B) “Exempt Acres” means that real property located within Unit of Development No. 1A which will not be the subject of the levy of non-ad valorem assessments by HSLCD, including by way of example but not limited to: (i) real property owned by HSLCD, and (ii) public road rights-of-way.

(C) “Water Control Plan” means the proposed Water Control Plan for Unit of Development No. 1A, and improvements described therein.

4. Existing Conditions. The findings and opinions of the District Engineer as expressed in this Report are subject to the following understandings and conditions:

(A) In rendering the findings and opinions set forth herein, the District Engineer has considered and in certain instances relied upon opinions, information and documentation prepared or supplied by others, which may have included: public officials, public entities, individuals or entities having an interest in some or all of the real property which comprises Unit of Development No. 1A, engineering professionals, general contractors, surveyors, real estate agents or appraisers,

HSLCD's staff and consultants.

(B) That factual information contained herein relating to the: (i) quantity of acreage, (ii) description of the real property located within Unit of Development No. 1A, and (iii) names of the owners of said acreage was supplied by the owners of the subject real property, the Martin County Tax Collector's Office and/or the Property Appraiser's Office.

(C) All of the HSLCD improvements described in the original Water Control Plan for Unit of Development No. 1, and as subsequently amended, presently exist and are being operated and maintained by HSLCD.

(D) All of the HSLCD improvements described in the previously approved Third Amended Water Control Plan for Unit 1 are to be replaced by the improvements described in the Water Control Plan for Unit 1A, with the exception of improvements within Grove XXIII Golf that will remain.

5. Findings. Subject to and conditioned upon the above, the District Engineer reports as follows:

(A) The District Engineer has visited and viewed Unit of Development No. 1A.

(B) That attached hereto as Exhibit "A" is a description of all lands to be acquired by the HSLCD through purchase, condemnation, or landowner donation and will be used for rights-of-way, easements, or other works set out in the proposed Water Control Plan.

(C) All Assessable Real Property located within Unit of Development No. 1A will be improved and benefit from the implementation and construction of the Unit 1A Water Control Plan.

(D) That attached hereto as Exhibit "B" and incorporated herein is a summary of the estimated costs/benefits of the proposed facilities within Unit of Development No. 1A.

6. Assessment of Benefits from Construction of Water Control Plan

(A) That attached hereto as Exhibit "C-1" and incorporated herein is the following:

Column 1 – the name(s) of the fee title owner(s) of Assessable Real Property,

Column 2 – description of the real property (the "Assessable Real Property"),

Column 3 – the number of acres of Assessable Real Property,

Column 4 – the amount of determined benefits from construction of the
Water Control Plan,

Column 5 – the amount of determined damages, and

Column 6 – the number of acres to be taken for rights-of-way, easements, HSLCD
works, etc.

(B) That attached hereto as Exhibit "C-2" and incorporated herein is information on the Assessment of Benefits.

7. Recommendations for Capital Costs Funding.

It is recommended that bonds be sold for Capital Cost Funding. Bonds debt will be paid for using landowner assessments.

8. Recommendation for Operation and Maintenance Assessment Funding.

There will be a high-level maintenance agreement between HSLCD and the Discovery

POA/ Golf course maintenance entities. Operation and Maintenance costs will be borne by the Discovery POA / Golf Course maintenance entities.


HSLCD will need funding in order to:

(A) operate and maintain the improvements within the Water Control Plan including their subsequent repair, restoration and/or replacement, as and when needed,

(B) pay expenses, including administration, legal, accounting, and engineering, necessary for the operation and maintenance of HSLCD and Unit of Development No. 1A.

Since the above costs and expenses may fluctuate, the District Engineer recommends that an annual maintenance assessment be determined, assessed and levied by HSLCD's Board of Supervisors upon the Assessable Real Property located within Unit of Development No. 1A for the purpose of defraying the above-described costs and expenses of Items (A), (B), and (C), which is hereinafter referred to as the "Maintenance Assessment". This Maintenance Assessment should be apportioned over the Assessable Real Property within Unit of Development No. 1A in the same manner as the benefit from construction of the Water Control Plan is apportioned as provided in Exhibit "C-2".

9. Conclusions. It was found by the District Engineer that the Summary of Benefits of the Water Control Plan Improvements for Unit of Development No. 1A (See Exhibit "B") is \$252,615,000 or \$165,432.22 per acre for 1,531 acres in Unit of Development No. 1A.


Robert W. Higgins, P.E.
Florida PE No. 22364
Date 4/19/22

Higgins Engineering, Inc.
4623 Forest Hill Boulevard, Suite 113
West Palm Beach, FL 33415

(Reproductions are not valid unless signed, dated and embossed with an Engineer's Seal)

**UNIT OF DEVELOPMENT NO. 1A
WATER CONTROL PLAN**

**DESCRIPTION OF LANDS TO BE ACQUIRED
BY PURCHASE OR CONDEMNATION**

NONE

Exhibit "A"

**SUMMARY OF THE COSTS/BENEFITS
OF THE
WATER CONTROL PLAN IMPROVEMENTS
FOR
UNIT OF DEVELOPMENT NO. 1A**

Water Control Plan

Cost of Construction of the Water Control Plan Improvements	\$ 150,172,708.00
10% Contingency	\$ 15,017,270.80
Total Cost	\$ 165,189,978.80

Report of Engineer

Assessed Cost	\$ 165,189,978.80
25% Administrative	\$ 41,297,494.70
25 % Additional Projects	\$ 41,297,494.70
Total Cost	\$ 247,784,968.20

Benefit Per Acre

Total Cost	\$ 247,784,968.20
Assessed Acres	1531
Assessed Benefit per Acre	\$ 165,432.22
Total Benefits	\$ 252,615,000.00

Exhibit "B"

**UNIT OF DEVELOPMENT NO. 1A
WATER CONTROL PLAN
LANDOWNERS**

Column 1	Column 2	Column 3		Column 4	Column 5	Column 6
Owner of Property	Description of Property/ Martin County Property Control Number	Actual Number of Acres ⁽¹⁾	Computed Acres Assessed	Amount of Determined Benefits	Amount of Determined Damages	Number of Acres to Be Taken for Rights-of-Way, HSLCD Works, Etc.
BECKER B-14 GROVE, LTD	23-39-41-001-000-00500-0	20.0360	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00490-0	20.0170	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00480-0	20.0170	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00470-0	20.1280	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00460-0	20.0320	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00450-0	20.1370	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00440-0	20.1360	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00430-0	20.0330	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00420-0	20.0360	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00410-0	20.0460	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00400-0	20.0460	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00390-0	20.0390	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00380-0	20.1190	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00370-0	20.0930	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00360-0	20.0920	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00350-0	20.0120	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00340-0	20.0040	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00330-0	20.0670	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00320-0	20.0670	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00310-0	20.0110	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00300-0	20.1710	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00290-0	20.0800	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00280-0	20.0790	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00270-0	20.0150	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00260-0	20.0290	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00250-0	20.0510	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00240-0	20.0510	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00230-0	20.0170	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00220-0	20.1560	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00210-0	20.0690	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00200-0	20.0680	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00190-0	20.0240	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00180-0	20.0520	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00170-0	20.0500	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00160-0	20.0500	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00150-0	20.0030	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00140-0	20.1890	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00130-0	20.0630	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00120-0	20.0630	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00110-0	20.0010	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00100-0	20.0040	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00090-0	20.0440	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00080-0	20.0440	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00070-0	20.0340	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00060-0	20.1700	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00050-0	20.0450	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00040-0	20.0450	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00030-0	20.0000	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00002-0	12.5770	13	\$ 2,150,618.86	0	0
	23-39-41-001-005-00000-0	113.8520	114	\$ 18,859,273.08	0	0
	23-39-41-001-000-00020-0	20.4330	20	\$ 3,308,644.40	0	0
	23-39-41-001-000-00010-0	20.0010	20	\$ 3,308,644.40	0	0
	23-39-41-001-003-00000-0	144.4640	144	\$ 23,822,239.68	0	0
	23-39-41-001-000-00001-0	31.2150	31	\$ 5,128,398.82	0	0
HOBE SOUND EQUESTRIAN LLC	14-39-41-001-000-00002-0	222.5500	223	\$ 36,891,385.06	0	0
	14-39-41-001-000-00001-0	1.6300	2	\$ 330,864.44	0	0

Total 1,527 \$ 252,615,000

(1) Acreage based on listing in Martin County Property Appraiser

Exhibit "C-1"

UNIT OF DEVELOPMENT NO. 1A WATER CONTROL PLAN

ASSESSMENT OF BENEFITS

Unit of Development No. 1A consists of approximately 1531 acres. All Assessable Real Property within Unit of Development No. 1A will be benefitted from the Unit of Development No. 1A Water Control Plan Improvements.

The District Engineer assigns a benefit of \$165,432.22 per acre to all Assessable Real Property within the Unit of Development No. 1A for a total determined benefit of \$252,615,000.00.

HSLCD presently owns, or will own, all of the facilities and Improvements outlined in the Water Control Plan, therefore the amount of the determined damages is zero.

Benefits shall be apportioned on a per acre basis, with each tract or parcel of land with less than one acre in area to be assessed as a full acre, and each tract or parcel of land more than one acre in area which contains a fraction of an acre to be assessed at the nearest whole number of acres with a fraction of one-half or more to be assessed as a full acre.

Exhibit "C-2"

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN A PORTION OF SECTIONS 26, 23 & 14 TOWNSHIP 39, RANGE 41, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 26, TOWNSHIP 39, RANGE 41, CERTIFIED CORNER RECORD DOCUMENT #094549, THENCE NORTH 00°12'22" WEST, ALONG THE WEST LINE OF SECTION 26, A DISTANCE OF 65.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF BRIDGE ROAD AND SAID WEST SECTION LINE, SAID POINT ALSO BEING THE **POINT OF BEGINNING**; THENCE CONTINUE NORTH 00°12'22" WEST, DEPARTING SAID NORTH RIGHT OF WAY LINE AND ALONG SAID WEST LINE OF SECTION 26, A DISTANCE OF 2574.78 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 26; THENCE NORTH 00°10'04" WEST ALONG SAID WEST LINE OF SECTION 26, A DISTANCE OF 2639.77 FEET TO THE NORTHWEST CORNER OF SAID SECTION 26, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 23; THENCE NORTH 00°29'52" WEST ALONG SAID WEST LINE OF SECTION 23, A DISTANCE OF 2664.71 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 23; THENCE NORTH 00°30'02" WEST ALONG SAID WEST LINE OF SECTION 23, A DISTANCE OF 2664.46 FEET TO THE NORTHWEST CORNER OF SAID SECTION 23, SAID POINT ALSO BEING THE SOUTHWEST CORNER OF SECTION 14; THENCE NORTH 00°21'35" EAST ALONG SAID WEST LINE OF SECTION 14, A DISTANCE OF 275.02 FEET; THENCE SOUTH 89°45'19" EAST, DEPARTING SAID WEST LINE OF SECTION 14, A DISTANCE OF 595.72 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 83.00 FEET, THE CHORD FOR SAID CURVE BEARS NORTH 69°56'32" EAST, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 114°20'41", A DISTANCE OF 165.64 FEET TO A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 117.00 FEET, THE CHORD FOR SAID CURVE BEARS SOUTH 36°52'12" EAST, THENCE EASTERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 36°52'12", A DISTANCE OF 75.29 FEET TO THE END OF SAID CURVE; THENCE SOUTH 89°45'19" EAST, A DISTANCE OF 1836.71 FEET; THENCE NORTH 00°14'41" EAST, A DISTANCE OF 152.97 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 135.00 FEET, THE CHORD FOR SAID CURVE BEARS NORTH 21°58'27" WEST, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 44°26'15", A DISTANCE OF 104.70 FEET TO A POINT OF COMPOUND CURVATURE, SAID COMPOUND CURVE BEING CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 125.00 FEET, THE CHORD FOR SAID CURVE BEARS NORTH 23°04'14" WEST, THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 134°31'36", A DISTANCE OF 293.49 FEET TO THE END OF SAID CURVE; THENCE NORTH 00°21'28" EAST, A DISTANCE OF 3223.58 FEET; THENCE SOUTH 89°59'08" EAST, A DISTANCE OF 2634.74 FEET TO A POINT ON THE EAST LINE OF SECTION 14; THENCE SOUTH 00°04'46" WEST ALONG SAID EAST LINE OF SECTION 14, A DISTANCE OF 1329.94 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 14; THENCE SOUTH 00°25'19" EAST ALONG SAID EAST LINE OF SECTION 14, A DISTANCE OF 2653.85 FEET TO THE SOUTHEAST SECTION CORNER OF SECTION 14, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 23; THENCE SOUTH 00°12'43" WEST ALONG SAID EAST LINE OF SECTION 23, A DISTANCE OF 2652.00 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 23; THENCE SOUTH 00°18'32" EAST ALONG SAID EAST LINE OF SECTION 23, A DISTANCE OF 2639.72 FEET TO THE SOUTHEAST CORNER OF SECTION 23, SAID POINT ALSO BEING THE NORTHEAST CORNER OF SECTION 26; THENCE SOUTH 00°02'49" EAST ALONG SAID EAST LINE OF SECTION 26, A DISTANCE OF 2663.50 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 26; THENCE SOUTH 00°05'39" WEST ALONG SAID EAST LINE OF SECTION 26, A DISTANCE OF 2585.79 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE OF BRIDGE ROAD, SAID POINT ALSO BEING ON A NON-TANGENT CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 21,550.90 FEET, THE CHORD FOR SAID CURVE BEARS SOUTH 88°25'24" WEST, THENCE WESTERLY ALONG THE ARC OF SAID CURVE AND DEPARTING SAID EAST LINE OF SECTION 26, HAVING A CENTRAL ANGLE OF 00°48'21", A DISTANCE OF 303.15 FEET TO THE END OF SAID CURVE; THENCE SOUTH 88°01'13" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 245.67 FEET TO A POINT, SAID POINT BEING ON A CURVE CONCAVE NORTHERLY, HAVING A RADIUS OF 11,394.20 FEET, THE CHORD FOR SAID CURVE BEARS SOUTH 89°07'55" WEST, THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A CENTRAL ANGLE OF 02°13'24", A DISTANCE OF 442.15 FEET TO THE END OF SAID CURVE; THENCE NORTH 89°45'23" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 2328.48 FEET; THENCE NORTH 00°14'37" EAST DEPARTING SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1255.00 FEET; THENCE NORTH 89°45'23" WEST, A DISTANCE OF 660.00 FEET; THENCE SOUTH 00°14'37" WEST, A DISTANCE OF 1255.00 FEET TO A POINT ON SAID NORTH RIGHT OF WAY LINE; THENCE NORTH 89°45'23" WEST ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1320.51 FEET TO THE POINT OF BEGINNING.

TOTAL AREA IN METES & BOUNDS DESCRIPTION= 66,685,519 SQUARE FEET OR 1,530.89 ACRES ±

EXHIBIT D-1

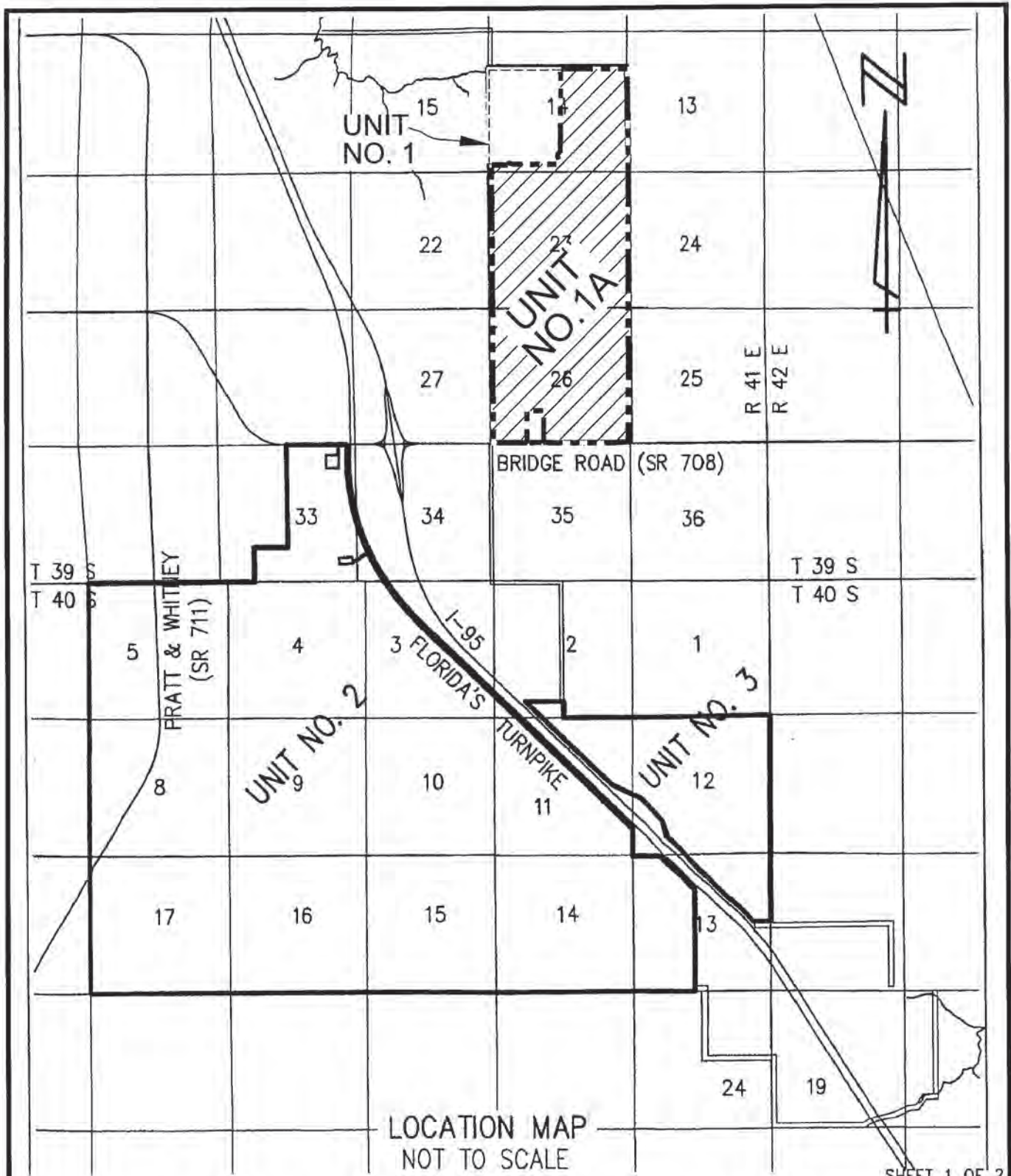
SHEET 1 OF 2

SEC 14, 23, 26, TWP. 39 S., RGE. 41 E.

REV: ---		HIGGINS ENGINEERING, INC. 4623 FOREST HILL BLVD. WEST PALM BEACH, FLORIDA 33415 561-439-7807	Unit of Development No.1A Hobe-St. Lucie Conservancy District Martin County, Florida	SCALE: N/A
FIELD: ---				DATE: OCT. 2021
DRAWN: DAB				P.A.NO.
APPR:				DR. NO.

0718-9 1A Leg-Loc Exhs for EngReport\1A Exh 2 Leg_Loc 8H.dwg

EXHIBIT D-1
Page 70



SHEET 1 OF 2

NOTE: BASE INFORMATION OBTAINED FROM MOCK ROOS DATE: Feb 2007

SEC 14, 23, 26, TWP. 39 S., RGE. 41 E.

REV: ---
FIELD: --
DRAWN: DAB
APPR:



HIGGINS ENGINEERING, INC.
4623 FOREST HILL BLVD.
WEST PALM BEACH, FLORIDA 33415
561-439-7807

0718-B Amended Wtr Cont Plan Exhs\Exhs 0718-B Leg_Loc 5E.dwg

Unit of Development No.1A
Hobe-St. Lucie
Conservancy District
Martin County, Florida

SCALE: N/A
DATE: OCT. 2021
P.A.NO.
DR. NO.

EXHIBIT D-2

**CALDWELL PACETTI
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OF COUNSEL
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TELECOPIER: (561) 655-3775

MEMORANDUM

TO: Board of Supervisors
FROM: Caldwell Pacetti Edwards Schoech & Viator, LLP
DATE: June 10, 2022
RE: Hobe-St. Lucie Conservancy District
Update Regarding Martin County/SFWMD Lawsuit

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 Martin 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, Hobe-St. Lucie Conservancy District, through its appellate counsel, filed a Notice of Appeal with the Fourth District Court of Appeal.

On January 4, 2021, Hobe-St. Lucie Conservancy 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 Martin County and SFWMD filed Answer and Briefs and Requests for Oral Argument.

On April 16, 2021, Hobe-St. Lucie Conservancy District filed a Reply Brief.

On September 28, 2021, the District Court of Appeal heard oral argument in this matter.

On November 17, 2021, the District Court of Appeal issued its written decision in favor of the District and reversed the summary judgment previously rendered in favor of the County and SFWMD. The Court stated in part, that both the County and SFWMD improperly conflated the

terms “assessment” and “tax” “to justify their position”, and held that the District had correctly imposed a special assessment and not a tax. It further held that Sections 298.305(1) and 298.54 “provide the requisite statutory authority for imposing the special assessment,” and that Section 298.36(1) has no effect on Section “298.305(1)’s mandate to assess all lands.” The Court concluded that the reading of the law by the County and SFWMD “violate the clear mandate of 298.305(1),” noting that both entities had paid these assessments for over twenty years.

On November 23, 2021, the District Court of Appeal granted the County’s and SFWMD’s Motions for Extension of Time to allow them to file any post-opinion motions by December 17, 2021. Martin County and SFWMD filed Motions for Certification of Conflict and Great Public Importance. The District timely filed a Response on January 18, 2022. Appellate counsel has notified counsel for Amicus FASD of its option to participate, but has not received a response. The District has also filed a Motion to Tax Appellate Costs.

On January 20, 2022, the Court denied the Motions for Certification of Conflict and Great Public Importance filed by Martin County and SFWMD.

On February 1, 2022, Martin County and SFWMD filed Motions to Stay Issuance of the Mandate. On February 10, 2022, the District filed a Response opposing these Motions.

On February 15, 2022, the Court denied the Motions to Stay Issuance of the Mandate.

On February 18, 2022, Martin County and SFWMD filed Notices to Invoke the Discretionary Jurisdiction of the Florida Supreme Court.

On February 28, 2022, Martin County and SFWMD filed their jurisdictional briefs.

On March 4, 2022, the District Court of Appeal issued its Mandate, which remands the case to the Circuit Court for entry of summary judgment in favor of the District.

On March 24, 2022, the District filed its Brief on Jurisdiction opposing jurisdiction of the Florida Supreme Court against Martin County and also SFWMD.

A hearing is scheduled for June 15, 2022 on the District’s Motion for Entry of Final Judgment.

The judge has also entered an Agreed Order Taxing Appellate Costs in favor of the District.

The Florida Supreme Court has not yet rendered its decision regarding jurisdiction.

RESOLUTION NO. 2022-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HOBE-ST. LUCIE CONSERVANCY DISTRICT LEVYING DRAINAGE TAXES ON THE LANDS IN UNIT OF DEVELOPMENT NO. 1A OF THE DISTRICT BENEFITTED BY THE IMPROVEMENTS DESCRIBED IN THE WATER CONTROL PLAN FOR SUCH UNIT; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HOBE-ST. LUCIE CONSERVANCY DISTRICT that:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the applicable provisions of Chapter 298, Florida Statutes, as amended, the provisions of Chapter 2005-339, Laws of Florida, as amended, and other applicable provisions of law (the "Act").

SECTION 2. FINDINGS. It is hereby found, ascertained and determined that:

A. On June 22, 2022 the Board of Supervisors (the "Board") of Hobe St. Lucie Conservancy District (the "District") adopted Resolution No. 2022-04 approving an Engineer's Report (as amended from time to time, the "Report") and adopted a Water Control Plan (as amended from time to time, the "Plan") for the District's Unit of Development No. 1A (the "Unit"). The Report includes a list of lands within the Unit together with the benefits assessed thereto as a result of implementation of the Plan, and the same has been filed in office of the Secretary of the District.

B. The Report assesses benefits against the lands in the Unit with respect to the implementation of the Plan in the aggregate amount of \$252,615,000.00 (the "Benefit").

B. It is necessary and desirable that the District levy a non ad valorem assessment upon all lands in the Unit to which benefits have been assessed to pay the cost of the improvements described in the Plan. The assessment shall be apportioned upon and levied against each assessable tract in the Unit in the accordance with the Report.

C. It is now necessary and desirable that the District issue bonds (the "Bonds") to pay all or a portion of the cost of the Improvements to be made pursuant to the Plan.

D. In connection with the issuance of the Bonds, it is necessary and desirable to levy non-ad valorem assessments against the lands within the Unit pursuant to Section 298.305, Florida Statutes. The amount of the assessment levied pursuant to this paragraph "D" (the "Principal Component") is \$252,615,000.00. As required by Section 298.305, Florida Statutes, the Principal Component does not and will not ever exceed the Benefit.

E. The aggregate amount of interest which will accrue on the Bonds shall be included and added to the non-ad valorem assessment as set forth in Section 2.D above, and is referred to herein as the "Interest Component."

SECTION 3. LEVY OF TOTAL DRAINAGE TAXES. The Principal Component and the Interest Component are hereby levied on the benefitted land in the Unit. Such non-ad valorem assessments are sometimes referred to herein as "drainage taxes." Such drainage taxes shall be apportioned to and levied on each tract of land in the Unit annually in accordance with the Act and the Report.

SECTION 4. DRAINAGE TAX RECORD. The Secretary of the Board has, at the expense of the District, prepared, and shall maintain, a list of all drainage taxes levied against the benefitted lands in the Unit in the form of a well bound book endorsed and named "DRAINAGE TAX RECORD OF HOBE-ST. LUCIE CONSERVANCY DISTRICT, UNIT OF DEVELOPMENT NO. 1A." Such endorsement shall be printed or written at the top of each page in the book and the book shall be signed and certified by the President and Secretary of the Board, and attested by the seal of the District. Such book shall be a permanent record in the office of the Secretary of the Board.

SECTION 5. LIEN OF TAXES. The drainage taxes levied as hereinabove provided together with all penalties for default in payment of the same and all costs in collecting the same, shall, from the date of assessment thereof until paid, constitute a lien of equal dignity with the liens for county taxes upon all the lands against which such drainage taxes shall be levied.

SECTION 6. REPEALER. All resolutions or parts thereof in conflict with the provisions of this Resolution are hereby repealed to the extent of such conflict.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

Passed and adopted this 22nd day of June, 2022.

(S E A L)

By: _____
President, Board of Supervisors

Attest:

By: _____
Secretary, Board of Supervisors

RESOLUTION NO. 2022-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HOBE-ST. LUCIE CONSERVANCY DISTRICT INITIALLY AUTHORIZING THE ISSUANCE IN ONE OR MORE SERIES OF NOT EXCEEDING \$227,353,500.00 BONDS OF SUCH DISTRICT TO FINANCE THE COST OF IMPROVEMENTS WITH RESPECT TO UNIT OF DEVELOPMENT NO. 1A OF THE DISTRICT; PROVIDING THAT SUCH BONDS SHALL BE PAYABLE SOLELY FROM DRAINAGE TAXES LEVIED BY THE DISTRICT ON THE LANDS WITHIN UNIT OF DEVELOPMENT NO. 1A, AND OTHER MONIES AS PROVIDED HEREIN; PROVIDING FOR THE RIGHTS, SECURITIES, AND REMEDIES FOR THE OWNERS OF SUCH BONDS; PROVIDING FOR THE CREATION OF SPECIAL FUNDS AND ACCOUNTS; APPOINTING A TRUSTEE; MAKING CERTAIN COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HOBE-ST. LUCIE CONSERVANCY DISTRICT, THAT:

ARTICLE I

STATUTORY AUTHORITY AND DEFINITIONS

Section 1.01. Authority for this Resolution. This Resolution is adopted pursuant to the authority of the Act.

Section 1.02. Definitions. The following words and phrases shall have the following meanings when used herein:

"Act" means Chapter 2005-339, Laws of Florida, as amended and supplemented from time to time, applicable provisions of Chapter 298, Florida Statutes, with respect to any Taxable Bonds, Part VII of Chapter 159, Florida Statutes and other applicable provisions of law.

"Benefit" has the meaning ascribed thereto in the Tax Resolution.

"Board" means the Board of Supervisors of the Issuer.

"Bond" or "Bonds" means the obligations of the Issuer authorized hereby.

"Bond Counsel" means an attorney at law or firm of lawyers acceptable to the Issuer and of recognized expertise in matters pertaining to the debt obligations issued by states and their political subdivisions, including the taxation of payments of interest thereon.

"Bond Fund" means the fund by that name established in Section 5.02 hereof.

"Bond Register" means the books for the registration of ownership of Bonds kept by the Trustee as agent of the Issuer pursuant to Section 2.08 hereof.

"Bond Year" means a one year period beginning on and including August 2 and ending on and including the next succeeding August 1, except that the first Bond Year shall begin on the date of issuance of the first series of Bonds and end on the next August 1.

"Business Day" means any day except any Saturday or Sunday or day on which the Principal Office of the Trustee is lawfully closed.

"Code" means the Internal Revenue Code of 1986, as amended, and any Treasury Regulations promulgated thereunder or applicable thereto.

"Cost" means to the extent permitted by law any obligation or expense incurred by the Issuer in connection with the acquisition, construction or reconstruction of any Project or Improvements thereon, including costs of issuing the Bonds.

"Cost of Issuance Fund" means the fund by that name established in Section 5.02 hereof.

"Disbursement Approval" means a written request of the Issuer for a disbursement from the Cost of Issuance Fund or Project Fund, as applicable, which request shall be substantially in the form attached hereto as Exhibit B.

"Drainage Taxes" means the special assessments levied and assessed by the Issuer in accordance with the Act upon the lands within the Unit pursuant to the Tax Resolution.

"Engineer's Report" means the Report of Engineer with respect to the Unit, approved by the Board by Resolution No. 2022-04, adopted June 22, 2022, as the same may be amended from time to time in accordance with the Act.

"Event of Default" means any material covenant, warranty or representation of the Issuer contained herein shall be breached or shall become untrue, including, but not limited to, failure to timely pay principal, premium, if any, and interest on the Bonds.

"Fiscal Year" means that period commencing on October 1 and continuing to and including the next succeeding September 30, or such other annual period as shall be prescribed as the fiscal year of the Issuer by law.

"Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which are unconditionally guaranteed by, the United States of America and which are not redeemable or subject to prepayment prior to the stated maturity thereof by or at the direction of the obligor thereon.

"Improvements" means any and all streets and roads and other projects of the Issuer permitted under the Act and described in the Plan of Improvements.

"Insurer" means, if applicable, as to any series of Bonds, the "Insurer" identified therefor in the applicable Supplemental Resolution.

"Interest Payment Date" means as to each series of Bonds, each February 1 and August 1, commencing on such February 1 or August 1 as designated by a Supplemental Resolution adopted in connection with such series of Bonds.

"Issuer" means Hobe-St. Lucie Conservancy District, a water control district of the State pursuant to the Act, and its lawful successors.

"Issuer's Engineer" means the engineer or firm of engineers serving as the Issuer's general engineer in accordance with the Act.

"Issuer Representative" means, at any time, the person or persons at the time designated to act on behalf of the Issuer by written certificate furnished to the Trustee containing the specimen signatures of such persons and signed on behalf of the Issuer by the President.

"Issuer's Counsel" means the attorney or firm of attorneys as shall have been appointed by the Board and as shall be serving as general counsel to the Issuer.

"Mail" means mail by first-class postage prepaid or by a form of prepaid overnight delivery selected by the Trustee.

"Original Purchaser" means as to any series of Bonds, the Person or Persons identified as the Original Purchaser thereof in the applicable Supplemental Resolution.

"Outstanding Bonds" or "Bonds Outstanding" means all Bonds which have been authenticated and delivered by the Trustee under this Resolution, except:

- (i) Bonds canceled by the Trustee;
- (ii) Bonds paid or deemed to be paid pursuant to Article VII hereof;
- (iii) Bonds in lieu of which others have been authenticated under Sections 2.07 or 2.08 hereof; and
- (iv) Bonds for which irrevocable (including revocable notice which shall have become irrevocable) notice of redemption has been given and for which moneys have been deposited with the Trustee solely for payment of such Bonds.

"Owner" or "Owners" means the Person or Persons in whose name or names any Bonds shall be registered on the Bond Register.

"Person" means natural persons, firms, trusts, estates, associations, corporations, partnerships and public bodies.

"Plan of Improvements" means the Water Control Plan for the Unit approved by the Board by Resolution No. 2022-04, adopted June 22, 2022, as amended from time to time in accordance with the Act.

"President" means the President or Vice-President of the Board.

"Principal Office" means, with respect to the Issuer or the Trustee, the office of such Person located at the address specified in or pursuant to Section 10.04 of this Resolution, or in a

Supplemental Resolution, or such other address as may be designated in writing by any such Person to the other Person listed above.

"Project" means the construction of Improvements contemplated by the Plan of Improvements for which Drainage Taxes are to be levied against the lands within the Unit in accordance with the Act.

"Project Fund" means the fund by that name established in Section 5.02 hereof.

"Qualified Investments" means any investment permitted by State law, provided that the Trustee may assume that any investment directed by the Issuer in writing is permitted by applicable law.

"Record Date" means (i) with respect to any Interest Payment Date, the 15th day of the calendar month next preceding an Interest Payment Date, and (ii) with respect to Bonds that are to be called for redemption, the tenth Business Day preceding the day the notice of redemption is mailed.

"Reserve Fund" means the fund by that name established pursuant to Section 5.02 hereof.

"Reserve Fund Insurance Policy" shall mean an insurance policy or surety bond deposited in any account of the Reserve Fund in lieu of or in partial substitution for cash on deposit therein pursuant to Section 5.09 of the Bond Resolution.

"Reserve Fund Requirement" means, unless otherwise provided by Supplemental Resolution with respect to a series of Bonds, as to any series of Bonds secured by an account in the Reserve Fund, the lesser of (i) 10% of the original stated principal amount of such series of the Outstanding Bonds, (ii) the maximum amount of principal and interest scheduled to become due on the Outstanding Bonds of such series in the current or any succeeding one year period ending on and including a February 1, or (iii) 125% of the average annual debt service on such series of the Outstanding Bonds (calculated on a Bond Year basis at the time of issuance only). If a series of Bonds has more than a de minimis amount of original issue discount or premium (as defined in Treas. Reg. §1.148-1(b)), then the issue price (as defined in said regulation) of such series (net of any pre-issuance accrued interest) shall be used to measure the aforesaid 10% limitation in lieu of the stated principal amount of such series.

"Resolution" means this Resolution, pursuant to which the Bonds are authorized to be issued, including any Supplemental Resolutions.

"Secretary" means the designee of the Issuer duly appointed and serving as the Secretary or Assistant Secretary of the Board.

"State" means the State of Florida.

"Supervisor" means a member of the Board.

"Supplemental Resolution" means any resolution supplemental to this Resolution adopted by the Issuer in accordance with Article IX hereof.

"Tax Resolution" means Resolution No. 2022-05, adopted by the Issuer June 22, 2022, levying special assessments upon the assessable land within the Unit, as such resolution may be amended from time to time.

"Taxable Bond" means any Bond other than a Tax-Exempt Bond.

"Tax Exempt Bond" means any Bond that at the time of issuance thereof was accompanied by an opinion of Bond Counsel to the effect that the interest thereon is excluded from gross income of the Owner thereof for federal income tax purposes.

"Trustee" means the Person appointed and serving as such in accordance with Article VIII of this Resolution.

"Trust Estate" means the Drainage Taxes and any amounts held in the funds and accounts hereunder, to the extent pledged to the Owners pursuant to Section 5.01 hereof.

"Unit" means Unit of Development No. 1A of the Issuer, established pursuant to Resolution No. 2021-06 adopted by the Board on August 4, 2021, as heretofore and as may hereafter be modified from time to time in accordance with the Act.

Section 1.03. Resolution to Constitute a Contract. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued hereunder by those who shall be the Owners thereof from time to time, this Resolution shall constitute a contract between the Issuer, the Insurer, if any, and the Owners, and all covenants and agreements herein set forth to be performed by the Issuer shall be for the equal and ratable benefit and security of all of the Owners without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any other of the Bonds, except as expressly provided in or permitted by this Resolution.

[End of Article I]

ARTICLE II

THE BONDS

Section 2.01. Limitation on Issuance of Bonds. No obligations of the Issuer payable from or secured by Drainage Taxes may be issued except in accordance with the provisions of this Article II.

Section 2.02. Authorization of Bonds. Subject and pursuant to the provisions of this Resolution (including, particularly, Section 4.01 hereof), special obligations of the Issuer to be known as "Improvement Bonds, Unit of Development No. 1A," are hereby authorized to be issued in one or more series under and secured by this Resolution, in an aggregate principal amount not to exceed \$227,353,500.00 for the purpose of financing the Cost of the Project, and/or refunding any Bonds, including paying costs incidental to the issuance of such Bonds. The designation of Bonds issued for the purpose, in whole or in part, of refunding other obligations of the Issuer for the Unit shall include the word "Refunding." The designation of Taxable Bonds shall include the word "Taxable." The principal amount of Bonds issued may not exceed 90% of the Benefit. Bonds may be issued for the purpose of refunding previously issued Bonds, and in such event, for purposes of calculating the foregoing limitations, the Bonds to be refunded shall not be taken into

account except to the extent of the principal amount thereof paid, whether prior to or after the issuance of the refunding Bonds, from proceeds of the Drainage Taxes levied pursuant to the Tax Resolution.

All Bonds shall be on a parity with all other Bonds for all purposes of this Resolution, including the right to payment and lien on the Drainage Taxes and amounts in the funds and accounts established hereunder, except that any amounts in a separate account in the Bond Fund, Cost of Issuance Fund, Project Fund and/or Reserve Fund established in connection with a series of Bonds shall be subject to a lien and right to payment only in respect of such series of Bonds.

After the issuance of any Tax-Exempt Bonds, no other Bond shall be issued unless, in the opinion of Bond Counsel, the issuance of such Bonds will not result in the interest on any Tax-Exempt Bonds becoming includable in the gross income of the Owners thereof for federal income tax purposes.

Section 2.03. Description of Bonds; Medium of Payment. Each series of Bonds shall bear a series designation to distinguish it from all other series of Bonds, shall be dated, shall be stated to mature, subject to the right of prior optional or mandatory redemption, or both, if any, on such dates at annual intervals within forty years from its date of issuance, shall be in the principal amount, shall bear interest at such rate or rates not in excess of the maximum rate permitted by law, payable on such Interest Payment Dates, shall be in registered form, shall have such other details, and shall be sold in such manner to such purchasers upon the payment of such purchase price, all as shall be provided herein and in a Supplemental Resolution applicable to such series of Bonds. Unless otherwise provided in a Supplemental Resolution with respect to a series of Bonds, the Bonds shall be issued in the denomination of \$5,000 or any integral multiple in excess thereof.

The principal of, premium, if any, and the interest on the Bonds shall be payable in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

Section 2.04. Execution of Bonds. The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of the President and shall have impressed or imprinted thereon the official seal of the Issuer or a facsimile thereof, and be attested with the manual or facsimile signature of the Secretary or any Supervisor. All authorized facsimile signatures shall have the same force and effect as if manually signed. In case any Supervisor or officer whose manual or facsimile signature shall appear on the Bonds shall cease to be such Supervisor or officer before the delivery of such Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such signatory had remained a Supervisor or such officer until delivery. Any Bond may be executed on behalf of the Issuer by a Supervisor who, at the time of execution is the proper person, although on the date of such Bond that person was not the proper person.

Section 2.05. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed on behalf of the Trustee by the manual or facsimile signature of its authorized signatory; such executed certificate of the Trustee upon any Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Resolution. The Trustee's certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that

the same signatory execute the certificate of authentication on all of the Bonds. At least one of the signatures on each Bond required by Section 2.04 or 2.05 hereof shall be a manual signature.

Section 2.06. Form of Bonds. The Bonds are to be in substantially the form set forth on Exhibit A attached hereto, with such variations, omissions and insertions as permitted or required by this Resolution or a Supplemental Resolution.

Section 2.07. Mutilated, Lost, Stolen or Destroyed Bonds. In the event any Bond is mutilated, lost, stolen or destroyed, the Issuer shall execute and the Trustee shall authenticate a new Bond of the same series, of like date, interest rate, maturity and denomination to that of the mutilated, lost, stolen or destroyed Bond; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Trustee, and in the case of any lost, stolen or destroyed Bond, there first shall be furnished to the Issuer and the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee and not objected to by the Issuer, together with an indemnity satisfactory to the Trustee and not objected to by the Issuer. In the event any such Bond shall have matured or been called for redemption, instead of issuing a duplicate Bond, the Trustee, on behalf of the Issuer, may pay the same without surrender thereof, making such requirements as it deems fit for its protection and that of the Issuer, including the furnishing of evidence and indemnity the same as in the case of the issuance of a new Bond. The Issuer and the Trustee may charge the Owner of such Bond with their reasonable fees and expenses for such service and any tax or other governmental charge in connection therewith.

Section 2.08. Registration and Exchange of Bonds; Persons Treated as Owners. So long as any of the Bonds shall remain unpaid, the Issuer will cause books for the registration and transfer of such Bonds to be maintained and kept at the Principal Office of the Trustee, acting, only for purposes of Treasury Regulation Section 5f.103-1(c)(1)(i), as agent of the Issuer. The Bonds shall be transferable only upon the Bond Register. Notwithstanding the foregoing, a Supplemental Resolution may authorize the issuance of Taxable Bonds in bearer form.

At reasonable times and under reasonable regulations established by the Trustee, the Bond Register with respect to a series of Bonds may be inspected and copied by the Issuer, the Insurer of such series, if any, or by any Owner (or a representative of one or more Owners) of ten percent or more in aggregate principal amount of Bonds of such series then Outstanding.

Bonds of any series may be exchanged, at the option of their Owner, for Bonds of any authorized denomination or denominations of the same series in an aggregate principal amount equal to the unmatured and unredeemed principal amount of, and bearing interest at the same rate and maturing on the same date or dates as, the Bonds being exchanged. The exchange shall be made upon presentation and surrender at the Principal Office of the Trustee of the Bond being exchanged, duly endorsed for exchange (or accompanied by an assignment duly executed) by the Owner or the Owner's attorney-in-fact duly authorized in writing.

Any Bond may be transferred upon presentation and surrender at the Principal Office of the Trustee of the Bond being transferred, duly endorsed for transfer (or accompanied by an assignment duly executed) by the Owner or the Owner's attorney-in-fact duly authorized in writing. Upon transfer of any Bond the Trustee shall deliver to the transferee a new Bond or Bonds of the same series registered in the name of the transferee, of any authorized denomination or denominations in an aggregate principal amount equal to the unmatured and unredeemed principal

amount of, and bearing interest at the same rate and maturing on the same date or dates as, the Bond presented and surrendered for transfer.

In all cases in which Bonds shall be exchanged or transferred hereunder, the Issuer shall execute, and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. In each case, the Issuer and the Trustee may require the payment by the Owner requesting exchange or transfer of any tax or other governmental charge required to be paid with respect to such exchange or transfer and such charge shall be paid before a new Bond is issued.

Neither the Issuer nor the Trustee shall be required to transfer or exchange any Bond of a series during the period beginning ten Business Days before the date of the mailing of a notice of redemption of Bonds of such series and ending at the close of business at the Principal Office of the Trustee on the day of such mailing, or to transfer or exchange any Bond called for redemption, in whole or in part.

Bonds delivered upon any transfer or exchange as provided herein, or in replacement of a lost, stolen, destroyed or mutilated Bond as provided in Section 2.07 hereof, shall be valid limited obligations of the Issuer, evidencing the same debt as the Bonds surrendered for transfer or exchange, mutilated, lost, stolen or destroyed, shall be secured by this Resolution and shall be entitled to all the security and benefits hereof to the same extent as the Bonds surrendered for transfer or exchange, mutilated, lost, stolen or destroyed, as the case may be.

The Person in whose name any Bond shall be registered on the Bond Register shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal, premium, if any, and interest on any Bond shall be made only to or upon the written order of the Owner or the Owner's duly authorized attorney-in-fact. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Section 2.09. Destruction of Bonds. Whenever any Bond shall be delivered to the Trustee upon payment of the principal amount, in whole or in part, and premium, if any, and interest represented thereby, or for replacement pursuant to Sections 2.07 or 2.08 hereof, or otherwise for cancellation, such Bond shall be promptly canceled and cremated or otherwise destroyed, and a certificate of destruction evidencing such cremation or other destruction shall be retained by the Trustee and a copy thereof shall be forwarded to the Issuer upon request.

Section 2.10. Issuance of Bonds. Prior to the issuance of any series of the Bonds there shall be filed with the Trustee:

(1) A copy, duly certified by the Secretary or a Supervisor, of this Resolution and the Supplemental Resolution or Resolutions adopted by the Issuer authorizing the issuance of such series of Bonds and fixing the details thereof;

(2) A request and authorization of the Issuer to the Trustee, signed by the President, to authenticate and deliver the Bonds to the Original Purchaser, upon payment to or for the account of the Issuer, of a sum specified in such request and authorization;

(3) A copy, duly certified as being in full force and effect by the Secretary or a Supervisor, of the Tax Resolution; and

(4) An opinion or opinions of Bond Counsel to the effect that the issuance of such Bonds is permitted hereby and by applicable law.

[End of Article II]

ARTICLE III

REDEMPTION OF BONDS BEFORE MATURITY

Section 3.01. Authorization of Redemption Provisions. The Bonds may be subject to redemption prior to maturity in the manner and on such date or dates as specified by Supplemental Resolution(s).

Section 3.02. Notice of Redemption. Unless otherwise provided in a Supplemental Resolution for a series of Bonds, notice of the call for any redemption of Bonds shall be given by the Trustee by mailing a copy of a redemption notice by Mail, at least thirty days and not more than sixty days prior to the date fixed for redemption, to the Owner, as shown on the Bond Register at the close of business at the Principal Office of the Trustee on the Record Date, of each Bond to be redeemed in whole or in part at the address of such Owner shown on the Bond Register. No notice of the optional redemption of Bonds may be given unless funds for such redemption are irrevocably deposited with the Trustee prior to giving such notice or unless the notice expressly states that the redemption is subject to deposit of funds by the Issuer. The notice of redemption shall state:

- (i) the redemption date;
- (ii) the redemption price;
- (iii) the date of the notice of redemption;
- (iv) the series designation of the Bonds being redeemed;
- (v) if less than all Bonds of a series or maturity are to be redeemed, the distinctive numbers and letters, including CUSIP numbers, if any, of such Bonds to be redeemed;
- (vi) in the case of Bonds to be redeemed in part only, the portion of the principal amount thereof to be redeemed;
- (vii) that on the redemption date the redemption price will become due and payable upon each such Bond or portion called for redemption, and that, sufficient moneys being on hand with the Trustee and available to pay such redemption price, interest thereon shall cease to accrue from and after said date;
- (viii) the place where such Bonds are to be surrendered for redemption, and giving the name, address, and telephone number of the Trustee and listing a contact person; and,

(ix) if any Bond is to be redeemed in part only, the notice of redemption which relates to such Bond shall also state that on or after the redemption date, upon surrender of such Bond, a new Bond or Bonds in a principal amount equal to the unredeemed portion of such Bond will be issued.

A notice of optional redemption may be conditioned upon the availability of funds to pay the redemption price of the Bonds to be redeemed on the redemption date, or to any other condition specified by the Issuer, and in such event, the notice of redemption shall expressly state that it is subject to such condition. In the event that a conditional notice of redemption is given and in the event that the condition is not satisfied, such Bonds shall continue to be Outstanding as if such notice had not been given. Provided, however, that in such event the Trustee shall on behalf of the Issuer mail a notice to the Owners of the Bonds subject to such conditional notice stating that the condition to the call was not satisfied and that the Bonds shall remain outstanding.

The failure to give such notice, or any defect therein, shall not affect the validity of any proceedings for the redemption of any Bond with respect to which no such failure has occurred. Any notice prepared and mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives the notice.

The Trustee shall send an additional copy of the redemption notice, by registered or certified mail, to any Owner of a Bond called for redemption in whole or in part which has not been presented for redemption by the sixtieth day after the redemption date, such notice to be sent by the Trustee at any time after the sixtieth day after the redemption date and before the ninetieth day after the redemption date. Failure of the Trustee to send any such additional notice shall not affect the validity of any proceedings for the redemption of Bonds.

Section 3.03. Redemption Payments. Upon the giving of notice of redemption in accordance with Section 3.02 hereof, the Bonds or portions thereof called for redemption shall become due and payable on the redemption date at the redemption price and, if the funds necessary to effect such redemption are on deposit with the Trustee and available therefor, such Bonds or portions thereof shall cease to bear interest from and after the redemption date; and such Bonds or portions thereof shall cease from and after the redemption date to be entitled to any benefit of or security under this Resolution, and the Owners thereof shall have no rights in respect of such Bonds or portions thereof except the right to receive payment of the redemption price thereof. If any Bond or portion thereof called for redemption shall not be paid at the redemption date or upon surrender thereof for redemption, whichever is the later to occur, because moneys necessary to effect such redemption are not on deposit with the Trustee and available therefor, such Bond shall continue to bear interest as if it had not been called for redemption.

All moneys deposited with the Trustee for the redemption of particular Bonds or portions thereof shall be held in trust for the account of the Owners thereof and not for any other Bonds, and shall be paid to such Owners, respectively, upon presentation and surrender of those Bonds.

Section 3.04. Partial Redemption of Bonds. Unless otherwise provided by Supplemental Resolution, in the case of any partial redemption of Bonds of a particular series and maturity or maturities the Trustee shall select from such series and maturity or maturities the Bonds or portions thereof to be redeemed by lot or in such other random manner as the Trustee in its discretion may deem proper and, for this purpose, each \$5,000 unit of principal amount represented by any Bond shall be considered a separate Bond for purposes of selecting the Bonds to be redeemed. In case a

Bond is of a denomination larger than \$5,000, a portion of such Bond (\$5,000 or any integral multiple thereof) may be redeemed, but Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. If it is determined that one or more, but not all, of the \$5,000 units of principal amount represented by any Bond is to be called for redemption, then, upon notice of intention to redeem such \$5,000 units of principal amount of such Bond, the Owner of such Bond shall surrender such Bond (at the place designated in the notice of redemption) for payment to such Owner of the redemption price of the principal amount of such Bond called for redemption. If the Owner of any Bond of a denomination greater than \$5,000 shall fail to present such Bond to the Trustee for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the date fixed for redemption to the extent of the \$5,000 units of principal amount called for redemption (and to that extent only).

Upon surrender of any Bond for redemption in part only, the Issuer shall execute and the Trustee shall authenticate and deliver or cause to be delivered to the Owner thereof, without charge, a new Bond or Bonds of the same series and the same interest rate and maturity, of authorized denominations, in an aggregate principal amount equal to the unredeemed portion of the Bond surrendered.

Section 3.05. No Partial Redemption After Default. Anything in this Resolution to the contrary notwithstanding, if the payment of principal, premium, if any, or interest on the Bonds shall not be made when due and such default shall be continuing, there shall be no optional redemption of less than all of the Bonds Outstanding, unless such optional redemption shall cure such default.

[End of Article III]

ARTICLE IV

GENERAL COVENANTS OF ISSUER

Section 4.01. Levy of Drainage Taxes; Payment of Bonds. The Issuer will collect Drainage Taxes upon the lands within the Unit in accordance with the Act in amounts, subject to the limitations set forth herein and in the Act, sufficient, together with other legally available moneys of the Issuer, if any, to pay the principal of, premium, if any, and interest on the Bonds and to make any required deposits to the Reserve Fund as herein provided. The amount of Drainage Taxes, other than any portion thereof levied to pay interest on the Bonds, shall not exceed the benefits assessed against the lands in the Unit pursuant to the Act.

Section 4.02. Payment of Principal, Premium, if Any, and Interest; Limited Obligation. Subject to Section 4.01 hereof, the Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Resolution at the place, on the dates and in the manner provided herein and therein, provided that the principal of, premium, if any, and interest on the Bonds are payable solely from the Trust Estate and nothing in the Bonds or in this Resolution shall be construed as pledging any other funds or assets of Issuer. Neither the State nor the Issuer nor any other political subdivision of the State shall in any event be liable for the payment of the principal of, premium, if any, and interest on any of the Bonds or for the performance of any pledge, obligation or agreement undertaken by Issuer from any property other than the Trust Estate.

Section 4.03. Enforcement of Payment of Drainage Taxes. The Issuer will diligently and faithfully within the time required by law institute such actions to enforce the collection of all Drainage Taxes and any interest and penalties thereon in the manner provided by the Act. Any proceeds received by the Issuer (net of any costs of such action) from any action instituted to enforce the collection of any delinquent Drainage Taxes, including any proceeds from the sale of lands or tax certificates, shall be deposited into the Bond Fund and/or Reserve Fund as provided in Sections 5.07 and 5.09 hereof.

Section 4.04. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Resolution and in any and every Bond executed, authenticated and delivered hereunder and in all of its proceedings pertaining hereto. The Issuer covenants that it is duly authorized under the Constitution and laws of the State, including particularly and without limitation the Act, to issue the Bonds authorized hereby and to adopt this Resolution, and to pledge the Drainage Taxes and other amounts hereby pledged in the manner and to the extent herein set forth, that all action on its part for the adoption of this Resolution has been duly and effectively taken, and that the Bonds in the hands of the Owners will be valid and enforceable obligations of the Issuer according to the terms thereof and hereof.

Section 4.05. Instruments of Further Assurance. The Issuer will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, any such further reasonable acts, instruments and transfers as may be necessary for the better assuring, transferring, conveying, pledging, assigning and confirming unto the Owners and the Trustee all and singular the amounts pledged hereby to the payment of the principal of, premium, if any, and interest on the Bonds.

Section 4.06. Books and Records. The Issuer shall keep an accurate record of the levy and the collection of the Drainage Taxes which books, records and accounts shall be kept separate and apart from all other books, records and accounts of the Issuer. Such record shall be open to the inspection of the Owners and their agents and representatives at all reasonable times. At any and all reasonable times the Owners, and their duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right fully to inspect any and all books and records of the Issuer pertaining to the Drainage Taxes and the Bonds, and to make such copies and memoranda from and with regard thereto as may be desired, in accordance with the provisions of the applicable public record laws of the State.

Section 4.07. Annual Audit. The Board shall, within one year after the end of each Fiscal Year, or such earlier date as may be required by law, cause the books, records and accounts relating to the Unit and the Bonds for the preceding Fiscal Year to be properly audited by an independent firm of certified public accountants. Such audits shall contain a complete report of operations of the Issuer and shall contain a certificate of the auditors disclosing any default on the part of the Issuer of any covenant herein that has been disclosed by reason of such audit, or stating that no such default has been disclosed. A copy of such annual audit shall be furnished by the Issuer to each Insurer, if any, and, upon the payment of the cost of reproduction and mailing, to any Owner of any Bond who shall have requested in writing that a copy of such audit be furnished to such Owner.

Section 4.08. Compliance with Tax Requirements. The Issuer hereby covenants and agrees, for the benefit of the Owners from time to time of the Tax-Exempt Bonds, to comply with the

requirements applicable to it contained in Section 103 and Part IV of Subchapter B of Chapter 1 of the Code to the extent necessary to preserve the exclusion of interest on the Tax-Exempt Bonds from gross income for federal income tax purposes. Specifically, without intending to limit in any way the generality of the foregoing, the Issuer covenants and agrees:

(1) to pay to the United States of America from, to the extent legally available, the funds and sources of revenues pledged to the payment of the Bonds, and from any other legally available funds, at the times required pursuant to Section 148(f) of the Code, the excess of the amount earned on all non-purpose investments (as defined in Section 148(f)(6) of the Code) (other than investments attributed to an excess described in this sentence) over the amount which would have been earned if such non-purpose investments were invested at a rate equal to the yield on the Tax-Exempt Bonds, plus any income attributable to such excess (the "Rebate Amount");

(2) to maintain and retain all records pertaining to and to be responsible for making or causing to be made all determinations and calculations of the Rebate Amount and required payments of the Rebate Amount as shall be necessary to comply with the Code;

(3) to refrain from using proceeds of the Bonds in a manner that would cause the Tax-Exempt Bonds or any of them, to be classified as private activity bonds under Section 141(a) of the Code; and

(4) to take any action, including the making of any "yield reduction payment" pursuant to Treas. Reg. Section 1.148-5(c), that would prevent the Tax-Exempt Bonds from becoming, and to refrain from taking any action that would cause the Tax-Exempt Bonds to become, arbitrage bonds under Section 103(b) and Section 148 of the Code.

The Issuer understands that the foregoing covenants impose continuing obligations on the Issuer to comply with the requirements of Section 103 and Part IV of Subchapter B of Chapter 1 of the Code so long as such requirements are applicable.

Notwithstanding any other provision of this Resolution, the Trust Estate may be used to satisfy the Issuer's obligations under this Section 4.08 provided that such use does not impair the Issuer's ability to pay the principal of, premium, if any, and interest on the Bonds as the same becomes due and payable.

Unless otherwise specified in a Supplemental Resolution, the Issuer shall designate a certified public accountant, Bond Counsel, or other professional consultant having the skill and expertise necessary (the "Rebate Analyst") to make any and all calculations required pursuant to this Section regarding the Rebate Amount. Such calculation shall be made in the manner and at such times as specified in the Code. The Issuer shall engage and shall be responsible for paying the fees and expenses of the Rebate Analyst.

Section 4.09. Completion and Maintenance of Project. The Issuer will complete each Project with all reasonable dispatch in a sound and economical manner and will in accordance with the Act and the Plan of Improvements maintain each Project owned by it in good condition and state

of repair. All Improvements financed in whole or in part with proceeds of Tax-Exempt Bonds will be owned by the Issuer or another political subdivision of the State and all Improvements shall be available for use by the general public on the same basis, subject only to conditions imposed by the Issuer or another political subdivision of the State as may be necessary to protect the health, safety and general welfare of the Unit and its inhabitants, visitors, property owners and workers or to protect such Improvements from damage, misuse, or destruction, unless the Issuer shall obtain an opinion of Bond Counsel that non-compliance with the foregoing will not in and of itself adversely affect any exclusion from gross income of the interest on such Tax-Exempt Bonds.

The Issuer shall observe and perform all of the terms and conditions contained in the Act, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the Project.

Section 4.10. No Amendment of Plan of Improvements. The Issuer covenants that it will not amend the Plan of Improvements or Engineer's Report except in accordance with the Act and, except with respect to amendments which, in the opinion of the Issuer after consultation with the Issuer's Engineer, are of a nature that do not change the overall character or use of the Improvements, unless the Issuer shall first receive an opinion of Bond Counsel to the effect that any such amendment, and the completion of the Project as modified, if applicable, will not adversely affect the tax exempt status of any of the Tax-Exempt Bonds.

[End of Article IV]

ARTICLE V

REVENUES AND FUNDS

Section 5.01. Bonds Secured by Lien on Drainage Taxes. The Bonds shall be payable solely from and shall be secured solely by, and the Issuer hereby grants to the Owners, a lien on and pledge of the Drainage Taxes, and, subject to application thereof as provided herein, any amounts held in the funds and accounts established hereunder, provided, that, if so provided by the applicable Supplemental Resolution, any amounts on deposit in a separate account of the Bond Fund, Cost of Issuance Fund, Reserve Fund and/or Project Fund created in connection with a series of Bonds shall be subject to a lien in favor of and right to payment with respect to only such series of Bonds. The Issuer covenants that until all Outstanding Bonds together with any interest thereon shall have been paid or provision made for their payment it will not create or permit to be created any charge or lien on the Drainage Taxes or the funds and accounts created hereunder whether ranking prior to, equal with or subordinate to the charge or lien of the Bonds issued pursuant to this Resolution. The Bonds and the obligations evidenced thereby shall not be general obligations or indebtedness of the Issuer but shall be special obligations payable solely from the sources provided herein. No Owner shall ever have the right to compel the exercise of any taxing power of the Issuer to pay the Bonds or the interest thereon except as provided herein, or to make any other payments provided for in this Resolution, or be entitled to payment of such principal and interest from any funds other than those pledged herein for such purpose. The Bonds shall not constitute a lien upon any of the real or personal property of the Issuer other than the Trust Estate.

Section 5.02. Creation of Funds. Upon the issuance of the first series of Bonds there shall be created and established the following funds to be held by the Trustee in trust upon the terms and provisions hereof until such time as no Bonds are Outstanding (unless earlier closed in accordance herewith):

- (a) A Bond Fund;
- (b) A Project Fund;
- (c) A Reserve Fund; and
- (d) A Cost of Issuance Fund.

A separate account shall be created in each of the foregoing Funds in connection with each series of Bonds.

Section 5.03. Disposition of Bond Proceeds. Proceeds from the sale of any series of Bonds shall be applied pursuant to a Supplemental Resolution adopted prior to the issuance of such series of Bonds.

Section 5.04. Disbursements From and Records of Cost of Issuance Fund. Amounts shall be deposited in the accounts in the Cost of Issuance Fund pursuant to Supplemental Resolution(s). Amounts in an account in the Cost of Issuance Fund shall be used to pay the costs of issuance of the series of Bonds to which such account relates as the same shall be incurred. The Trustee shall make disbursements from the Cost of Issuance Fund only upon receipt of a Disbursement Approval signed by an Issuer Representative. Upon written certification to the Trustee by the Issuer that any funds remaining in an account of the Cost of Issuance Fund are unnecessary for the purposes of such account, such funds shall be transferred first to the account in the Reserve Fund established in connection with the same series of Bonds to which the account in the Cost of Issuance Fund relates to the extent of any deficiency therein and then to the account in the Bond Fund established in connection with the same series of Bonds to which the account in the Cost of Issuance Fund relates, and such account in the Cost of Issuance Fund shall then be closed.

Section 5.05. Payments into Project Fund. Amounts shall be deposited in the accounts in the Project Fund pursuant to Supplemental Resolution(s).

Section 5.06. Disbursements from and Records of Project Fund; Completion Date.

(a) Monies in the Project Fund shall be used to pay the Cost of a Project as the same shall be incurred. Amounts in an account in the Project Fund shall be expended solely for the purposes described in the Supplemental Resolution that created such account.

(b) The Trustee shall make disbursements from the Project Fund only upon receipt of a Disbursement Approval signed by an Issuer Representative. The Issuer Representative shall not sign a Disbursement Approval except upon the approval of the Board. If so requested by the Issuer, after the Project Fund or any account therein has been fully disbursed, the Trustee shall file copies of the records pertaining to the Project Fund and disbursements therefrom with the Issuer, provided that the Trustee shall keep such records until no Bonds remain Outstanding.

(c) The completion of a Project in accordance with the Plan of Improvements shall be determined by the Issuer's Engineer who shall indicate such fact in writing to the Issuer and the Trustee. Upon the completion of a Project and payment of all costs thereof that are to be paid from an account in the Project Fund, as provided herein, or upon a determination of the Issuer that no further Costs of such Project shall be paid from such account in the Project Fund, which determination shall be based in part upon a written opinion of Issuer's Counsel or Bond Counsel that such determination and the application of remaining amounts in such account in the Project Fund as hereafter set forth are permitted by the Act and do not legally impair the Issuer's ability to impose the Drainage Taxes, any unused proceeds of the Bonds remaining in such account in the Project Fund shall first be deposited in the account in the Reserve Fund established in connection with the same series of Bonds as to which such account in the Project Fund was established to the extent of any deficiency therein and any remaining amounts shall be deposited in the account in Bond Fund established in connection with the same series of Bonds as to which such account in the Project Fund was established and applied to the payment of Bonds of such series in accordance with Section 5.08 hereof. Any transfers from the Project Fund to the Reserve Fund and/or the Bond Fund as provided in this Section 5.06(c) shall be made by the Trustee only upon the written direction of the Issuer, upon which the Trustee may conclusively rely.

Section 5.07. Payments into Bond Fund. There shall be deposited to the credit of the Bond Fund such amount, if any, as may be set forth in the applicable Supplemental Resolution. The Issuer covenants and agrees to deposit to the credit of the various accounts in the Bond Fund, as and when received, all Drainage Tax proceeds, which amounts, together with other moneys on deposit therein, shall be sufficient to pay the principal, premium, if any, and interest on the Bonds as the same shall become due and payable whether at maturity or upon proceedings for mandatory or optional redemption.

Amounts deposited in the Bond Fund in any Bond Year shall be credited among the various accounts therein in the same proportion that the debt service coming due in such Bond Year on each of the various series of Bonds secured by such account bears to the total debt service coming due in such Bond Year on all Bonds. The Issuer shall instruct the Trustee in writing as to the application of each deposit made by the Issuer to the credit of the Bond Fund, and the Trustee may conclusively rely upon such direction.

The Issuer shall not be required to make any further payments into the Bond Fund when the aggregate amount on deposit therein and in the account in the Reserve Fund established in connection with the same series of Bonds as to which such account in the Bond Fund was established is at least equal to the total amount of principal, premium, if any, and interest due or to become due on the then Outstanding Bonds of the series as to which such account relates until their scheduled maturity or redemption.

Section 5.08. Payments from Bond Fund. Moneys in an account of the Bond Fund shall be used solely to pay principal, premium, if any, and interest on the Bonds outstanding of the series to which such account relates when due whether at maturity or upon mandatory or optional redemption. The Trustee shall, from time to time, as principal, premium, if any, and interest on the Bonds shall become due, withdraw from appropriate account(s) in the Bond Fund for payment to the Owners, such amounts as shall be due and payable. If on the fifth business day prior to an Interest Payment Date there shall be insufficient funds in the Bond Fund to pay debt service due on the Bonds on such Interest Payment Date, the Trustee shall, either by telephone or telefacsimile, notify the Issuer of the amount of such deficiency.

Section 5.09. Payments into Reserve Fund; Disbursements. There shall be deposited in an account in the Reserve Fund the amount, if any, set forth in a Supplemental Resolution. No further payments shall be required to be made into any account of the Reserve Fund as long as there shall be on deposit therein an amount equal to the Reserve Fund Requirement therefor. If at any time the amount on deposit in an account of the Reserve Fund is less than the Reserve Fund Requirement therefor, the Issuer may, but shall not be required to, restore such deficiency from legally available funds of the Issuer, otherwise such deficiency shall be subsequently restored from the first Drainage Tax proceeds available therefore after all required current payments pursuant to Section 5.07 hereof have been made in full, and the Issuer shall levy Drainage Taxes sufficient to restore such deficiency at the earliest legal opportunity. If at any time there shall be a deficiency in more than one account in the Reserve Fund, except as provided in Section 5.04 and 5.06 hereof, funds available for deposit to the Reserve Fund shall be allocated among the accounts as to which the deficiency exists pro-rata, based upon the relative deficiencies among all such accounts. If at the time of any valuation of amounts on deposit in the Reserve Fund pursuant to Section 6.01(c) hereof the amount on deposit in an account in the Reserve Fund exceeds the Reserve Fund Requirement therefor, the excess amount shall be deposited into the account of the Bond Fund established in connection with the same series of Bonds as to which account in the Reserve Fund was established and shall be credited against any future moneys required to be deposited in such account in the Bond Fund.

Moneys in an account of the Reserve Fund shall be used only for the purpose of making payments into the account of the Bond Fund established in connection with the same series of Bonds as to which account in the Reserve Fund was established to the extent the amounts otherwise therein are insufficient for the purposes established for such account and for no other purpose. If at any time there shall be insufficient funds in an account of the Bond Fund to fulfill the requirements established for such account, the Trustee shall transfer from the account of the Reserve Fund established in connection with the same series of the Bonds as to which such account in Bond Fund was established and deposit into such account of the Bond Fund an amount equal to such deficiency.

The Issuer shall not be required to make any further payments into an account of the Reserve Fund when the aggregate amount on deposit therein and in the account of the Bond Fund established in connection with the same series of Bonds as to which account in the Reserve Fund was established is at least equal to the total amount of principal, premium, if any, and interest due or to become due on the then Outstanding Bonds of such series to which such account relates until their scheduled maturity or redemption.

Notwithstanding the foregoing provisions, with the written consent of each Insurer of Bonds secured thereby, in lieu of the required deposits into an account of the Reserve Fund, and/or in substitution for money on deposit in an account of the Reserve Fund, the Issuer may, at its sole option and discretion, cause to be deposited a Reserve Fund Insurance Policy in an amount equal to the difference between the Reserve Fund Requirement applicable thereto and the sums then on deposit in such account of the Reserve Fund, if any, and, in the case of a substitution of a Reserve Fund Insurance Policy for money on deposit in such account of the Reserve Fund, the Issuer may withdraw money from such account of the Reserve Fund in excess of the Reserve Fund Requirement and may use such money for any lawful purpose provided the Issuer first obtains an opinion of Bond Counsel that such use is permitted and will not, in and of itself, adversely affect the exclusion from gross income of interest on any Tax-Exempt Bonds. Such Reserve Fund

Insurance Policy shall be payable to the Trustee for such Series (upon the giving of notice as required thereunder) on any interest payment or redemption date on which a deficiency exists which cannot be cured by funds in any other fund or account held pursuant to this Resolution and available for such purpose.

If five days prior to an interest or principal payment or redemption date, the Issuer shall determine that a deficiency exists in the amount of moneys available to pay in accordance with the terms hereof interest and/or principal due on Bonds on such date, the Issuer shall immediately notify (a) the issuer of the applicable Reserve Fund Insurance Policy, and (b) the Insurer, if any, of the amount of such deficiency and the date on which such payment is due, and shall take all action to cause such issuer or Insurer to provide moneys sufficient to pay all amounts due on such interest or principal payment or redemption date.

If a disbursement is made from a Reserve Fund Insurance Policy provided pursuant to this Section 5.09, the Issuer shall cause to be restored or reinstated the maximum limits of such Reserve Fund Insurance Policy following such disbursement from moneys becoming available in the applicable account of the Reserve Fund in accordance with the provisions of the first paragraph of this Section 5.09, by depositing funds in the amount of the disbursement made under such instrument with the issuer thereof. In addition, after the amount on deposit in the applicable account of the Reserve Fund equals the Reserve Fund Requirement therefor, the Issuer shall reimburse the issuer of the Reserve Fund Insurance Policy for interest and all reasonable expenses incurred by such issuer in connection with the draw on such Reserve Fund Insurance, as the case may be, if the Issuer is so obligated under the terms of the Reserve Fund Insurance Policy.

The Issuer may evidence its obligation to reimburse the issuer of any Reserve Fund Insurance Policy by executing and delivering to such issuer a promissory note or other written evidence thereof, provided, however, any such note or written evidence (a) shall not be a general obligation of the Issuer the payment of which is secured by the full faith and credit or taxing power of the Issuer, and (b) shall be payable solely from moneys available in the applicable account of the Reserve Fund in accordance with the provisions of the first paragraph of this Section 5.09.

Section 5.10. Nonpresentment of Bonds; Disposition of Unclaimed Money. In the event any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or otherwise, if funds sufficient to pay any such Bond shall have been made available to the Trustee for the benefit of the Owner thereof, all liability of the Issuer to the Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Trustee to hold such funds, without liability for any subsequent interest thereon, for the benefit of the Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on the part of such Owner under this Resolution or on, or with respect to, such Bond. Any moneys so deposited with and held by the Trustee for the payment of Bonds not so claimed within seven years after the date the payment of such Bonds shall have become due, whether at maturity or otherwise, shall be presumed abandoned and shall be returned to the Issuer, and the Issuer shall comply with the provisions of Chapter 717, Florida Statutes, or any successor thereof, in respect of such moneys.

Section 5.11. Moneys To Be Held in Trust. Subject to the provisions hereof concerning amounts in accounts in the Bond Fund, Reserve Fund, Cost of Issuance Fund and Project Fund, all moneys required to be deposited with or paid to the Trustee for the account of any fund referred to in any provision of this Resolution shall be held by the Trustee in trust for the benefit of the

Owners, and except for moneys deposited with or paid to the Trustee for the purchase of Bonds, notice of the purchase of which has been duly given, shall, while held by the Trustee, constitute part of the Trust Estate and be subject to the lien or security interest created hereby.

Section 5.12. Repayment to Issuer From Funds. Any amounts remaining in any accounts in the Bond Fund (except amounts held by the Trustee pursuant to Section 5.10 hereof), Project Fund (after the completion or abandonment of the Project pursuant to Section 5.06 hereof), Cost of Issuance Fund or Reserve Fund, after the payment in full of the principal of, premium, if any, and interest on the series of Bonds to which such accounts relate, the fees, charges and expenses of the Issuer and the Trustee and all other amounts required to be paid hereunder, shall be paid to the Issuer.

Section 5.13. Application of Funds Upon Refunding. Notwithstanding any other provision hereof, in the event of a refunding of Bonds of a series, amounts in the account of the Bond Fund for such series in excess of amounts needed to pay debt service on Outstanding Bonds of such series not being refunded, amounts in the account of the Reserve Fund for such series in excess of the Reserve Fund Requirement for the Outstanding Bonds of such series not being refunded and proceeds of such Bonds being refunded as are on deposit in a separate account in the Project Fund, may at the written direction of the Issuer be applied by the Issuer to the payment of the Bonds being refunded.

In addition to the foregoing, amounts on deposit in the Bond Fund, Reserve Fund and Project Fund, as aforesaid, may also be applied to such other use as directed by the Issuer in writing, provided that the Issuer shall have received an opinion of Bond Counsel to the effect that such use is permitted by the Act, and would not adversely affect the exclusion from gross income of interest on the Tax-Exempt Bonds.

[End of Article V]

ARTICLE VI

INVESTMENT OF MONEYS

Section 6.01. Investment of Moneys.

(a) Any moneys held as part of the Bond Fund, Project Fund, Cost of Issuance Fund or Reserve Fund shall be invested and reinvested by the Trustee, at the written direction of the Issuer (or oral direction promptly confirmed in writing) in Qualified Investments maturing at such times and in such amounts as shall enable the Issuer to make timely payment of all amounts due hereunder. Any such Qualified Investments shall be held by or under the control of the Trustee. The Trustee shall sell and reduce to cash such Qualified Investments upon the direction of the Issuer, but in any event at such times as are necessary to timely make all payments required hereunder. Investments and earnings and losses thereon in each fund and account hereunder shall be a part of such fund or account except as otherwise set forth herein.

(b) If the Issuer does not provide directions to the Trustee for investment of funds in accordance with the requirements hereof, the Trustee shall hold such moneys uninvested

and promptly request investment instructions from the Issuer. In making investments hereunder, or in selling or disposing of investments as required hereby, the Trustee shall be fully protected in relying solely upon the directions of the Issuer as aforesaid. Under no circumstances whatsoever shall the Trustee be liable to the Issuer or any Owner for any loss of tax-exempt status of the Tax-Exempt Bonds, or any claims, demands, damages, liabilities, losses, costs or expenses resulting therefrom or in any way connected therewith, including for any losses on any investments, so long as the Trustee acts only in accordance with the directions of the Issuer as provided hereunder.

(c) For the purpose of determining the amount on deposit in any Fund, investments therein shall be valued at fair market value. The Trustee shall value the amounts on deposit in the Bond Fund and the Reserve Fund (i) on August 1 (or if not a Business Day, the next succeeding Business Day) of each year after the payment of debt service on the Bonds due on such date, (ii) on the day after any withdrawal from the Reserve Fund, and (iii) on such other date or dates as the Issuer may direct in writing.

[End of Article VI]

ARTICLE VII

DISCHARGE OF LIEN

Section 7.01. Discharge of Lien. If the Issuer shall pay or cause to be paid to the Owners of the Bonds the principal of, premium, if any, and interest due or to become due on the Bonds at the times and in the manner stipulated therein and herein, and if the Issuer is not in default in any of the other covenants and promises in the Bonds and in this Resolution or any Supplemental Resolution expressed as to be kept, performed and observed by it or on its part, and if the Issuer shall pay or cause to be paid to the Trustee all sums of money due or to become due according to the provisions hereof, then these presents and the estate and rights hereby granted shall cease, determine and be void, whereupon the Trustee shall, upon demand of the Issuer, execute and deliver to the Issuer such instruments in writing, if any, as shall be requisite to release the lien hereof, and reconvey, release, assign and deliver unto the Issuer any and all of the estate, right, title and interest in and to any and all rights or interests in property assigned or pledged to the Trustee or otherwise subject to the lien of this Resolution, except for amounts held by the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds. Notwithstanding the foregoing, those provisions of this Resolution and any Supplemental Resolution relating to the maturity of the Bonds, interest payments and dates thereof, redemption provisions, exchange, transfer and registration of Bonds, replacement of mutilated, destroyed, lost or stolen Bonds, the safekeeping and cancellation of Bonds, nonpresentment of Bonds, the holding of moneys in trust, and the duties of the Trustee in connection with all of the foregoing shall remain in full force and effect and shall be binding upon the Trustee and the Owners notwithstanding the release and discharge of the lien of this Resolution. Any written instrument as shall be requisite to release the lien of this Resolution as described in the first sentence hereof shall be prepared by the Issuer, at its expense, and provided to the Trustee for execution by the Trustee.

Any Bond shall be deemed to be paid within the meaning of this Article and for all purposes of this Resolution when (a) payment of the principal of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein) either (i) shall have been made or caused to be made in accordance

with the terms hereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee, in trust and irrevocably setting aside exclusively for such payment (1) moneys sufficient to make such payment and/or (2) Governmental Obligations maturing as to principal, premium, if any, and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation and expenses of Trustee pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for to the satisfaction of Trustee. At such times as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Resolution, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be accepted by the Trustee or deemed a payment of any such Bond as aforesaid until (I) proper and irrevocable notice is given by the Issuer to the Trustee to give proper notice of redemption of such Bond and to redeem such Bond in accordance with Article III of this Resolution, (II) in the event such Bond is not to be redeemed within the next succeeding sixty days, until the Issuer shall have given the Trustee on behalf of the Issuer, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the Owner(s) of the Bond that the deposit required by (a)(ii) above has been made with the Trustee and that said Bond is deemed to have been paid in accordance with this Article VII and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bond, plus interest thereon to the due date thereof, and (III) the Trustee shall have received an opinion of Bond Counsel, addressed to at least the Issuer and Trustee, to the effect that such deposit and use will not in and of itself adversely affect the exclusion from gross income of the Owners for federal income tax purposes of the interest on any Tax-Exempt Bonds issued hereunder.

All moneys so deposited with the Trustee as provided in this Article may at the direction of the Issuer be invested and reinvested in Governmental Obligations, maturing in the amounts and times as hereinbefore set forth. Notwithstanding any provision of any other Article of this Resolution which may be contrary to the provisions of this Article VII, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including interest and premium thereof, if any) with respect to which such moneys and Governmental Obligations have been so set aside in trust, provided, that any amounts held by the Trustee pursuant to this Article VII which are not required for the payment of the principal, premium, if any, and interest thereon with respect to which such moneys shall have been so deposited shall be deposited in such account of the Bond Fund as designated by the Issuer as and when realized and collected for use and application as are other moneys deposited in such account of the Bond Fund, provided that if all the Bonds shall have been paid any such amounts shall be paid to the Issuer.

Anything in Article IX hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Article for the payment of Bonds and such Bonds shall not have in fact become due and payable, no amendment to the provisions of this Article shall be made without the consent of the Owner of each Bond affected thereby.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the second paragraph of this Section 7.01 shall be accepted by the Trustee or deemed a payment of Bonds as aforesaid until, in addition to the items required by the third paragraph of this Section 7.01, the Trustee shall have received (x) a report of an independent certified public accountant selected by the Issuer and approved in writing by the Insurer, if any, (unless the Insurer shall be in default in its payment obligations under the Insurance Policy), and addressed to at least the Trustee, and verifying the mathematical accuracy of calculations performed by or on behalf of the Issuer demonstrating the sufficiency of the Governmental Obligations and/or cash deposited with the Trustee to pay the principal of, premium, if any, and interest on the Bonds to their date of maturity or redemption as aforesaid and (y) an opinion of Bond Counsel addressed to at least the Issuer and the Trustee to the effect that all requirements hereof to the defeasance of such Bonds shall have been satisfied. The Trustee may conclusively rely upon such report as establishing the sufficiency of such investments and cash to make such payments.

[End of Article VII]

ARTICLE VIII

TRUSTEE

Section 8.01. Acceptance of Trusts. Prior to the issuance of Bonds hereunder the Issuer shall appoint as Trustee hereunder a financial institution with powers of a trust company within the State in good standing, authorized by law to perform the duties required of the Trustee hereunder and shall obtain a written acceptance of such Trustee of the duties, obligations and trusts imposed upon the Trustee by this Resolution.

Section 8.02. Certain Rights of the Trustee. The duties, obligations and trusts imposed upon the Trustee hereunder shall be subject to the following:

(a) Prior to the occurrence of an Event of Default, the Trustee undertakes to perform such duties and only such duties of the Trustee as are specifically set forth in this Resolution and no implied duties or obligations shall be imposed against the Trustee. Subject to Section 8.11 hereof, during the occurrence and continuation of an Event of Default the Trustee shall use the same degree of care and skill in the exercise of its rights and powers hereunder as an ordinary prudent trustee would exercise or use in the conduct of its own affairs.

(b) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through attorneys, agents, receivers or employees, but shall be answerable for the conduct of the same in accordance with the standard specified above, and shall be entitled to advice of counsel concerning its duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer) approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or inaction in good faith in reliance upon such opinion or advice.

(c) The Trustee shall not be responsible for any recital herein or in the Bonds (except with respect to the certificate of the Trustee endorsed on the Bonds), or for the validity of this Resolution or of any supplements hereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, except as hereinafter set forth; but the Trustee may require of the Issuer full information and advice as to the performance of the covenants, conditions and agreements aforesaid and as to the condition of the Trust Estate.

(d) The Trustee shall not be accountable for the use of any Bonds authenticated or delivered hereunder. The Trustee may become the Owner of Bonds secured hereby with the same rights which it would have if not the Trustee.

(e) The Trustee shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed by it to be genuine and correct and to have been signed or sent by the proper person or persons.

(f) As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Trustee shall be entitled to rely upon a certificate signed by the Issuer Representative as sufficient evidence of the facts therein contained and shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed by it to be necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the officials of the Issuer who executed the Bonds (or their successors in office) under the seal of the Issuer to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

(g) The permissive right of the Trustee to do things enumerated in this Resolution shall not be construed as a duty, and the Trustee shall not be answerable for other than its negligence or willful default.

(h) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(i) With respect to the withdrawal of any cash, the release of any property or any action whatsoever within the purview of this Resolution, the Trustee shall have the right, but shall not be required, to demand any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action, deemed desirable by the Trustee provided that this subsection 8.02(i) shall not limit the obligation of the Trustee to comply with the provisions hereof, and in particular, those with respect to payment of the Bonds.

(j) All moneys received by the Trustee shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received, but need not be segregated from other funds except to the extent required by law.

(k) The Trustee shall not be liable for any error of judgment made by it in good faith unless it shall be proved that the Trustee was negligent in ascertaining the pertinent facts.

(l) No provision of this Resolution shall require the Trustee to expend or risk its own funds or otherwise incur any financial liability in the proper performance of any of its duties hereunder or in the exercise of any of its rights or powers.

(m) The Trustee shall not be responsible or liable for any loss suffered in connection with any investment made in accordance herewith which is made at the instruction of the Issuer.

(n) The Trustee shall provide to any Owner, upon written request, upon payment of any reasonable fee, copies of any documents deposited with the Trustee by the Issuer pursuant to this Resolution.

Section 8.03. Fees, Charges and Expenses of Trustee. The Trustee shall be entitled to payment and reimbursement for reasonable fees for services rendered hereunder and all advances, counsel fees and other expenses reasonably made or incurred by the Trustee in connection with such services, and the Issuer agrees to pay such fees from legally available moneys of the Issuer, provided that the Issuer shall not be required to pay any counsel fees or other expenses incurred by the Trustee as a result of the Trustee's own negligence or willful misconduct.

Section 8.04. Successor Trustee. Subject to Section 8.01 hereof, any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, shall be and become successor Trustee hereunder and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding. All covenants and stipulations herein shall inure to the benefit of and be available to the successors and assigns of Trustee.

Section 8.05. Resignation by Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving sixty days' written notice by registered or certified mail to the Issuer. In case at any time the Trustee shall resign and no appointment of a successor Trustee shall be made pursuant to the foregoing provisions of this Article VIII prior to the date specified in the notice of resignation as the date when such resignation is to take effect, the resigning Trustee shall forthwith apply to a court of competent jurisdiction for the appointment of a successor Trustee. Such resignation shall only become effective upon the appointment of a successor Trustee.

Section 8.06. Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing signed by an authorized Issuer Representative and delivered to the Trustee, such removal to become effective only upon the appointment of a successor Trustee.

Section 8.07. Appointment of Successor Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under the control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the Issuer. Every such Trustee appointed pursuant to the provisions of this Section shall be a financial

institution with powers of a trust company within the State in good standing, authorized by law to perform the duties required of it hereunder.

Section 8.08. Acceptance by Any Successor Trustee. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor. Such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, execute and deliver an instrument transferring to such successor all the estates, properties, rights, powers and trusts of such predecessor hereunder. Every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor, any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder, together with all other instruments provided for in this Article, shall be in a form recordable under the laws of the State, and shall be filed or recorded by the successor Trustee in each recording office, if any, where this Resolution shall have been filed or recorded. The predecessor Trustee shall retain the right to any fee or charges due and owing to such predecessor Trustee.

Section 8.09. Appointment of Co-Trustee. It is the purpose of this Resolution that there shall be no violation of any law of any jurisdiction (including particularly the law of the State) denying or restricting the right of banking corporations or associations to transact business as the Trustee in such jurisdiction. It is recognized that in case of litigation under this Resolution and in particular in case of the enforcement hereof upon default hereunder, or in case the Trustee deems that by reason of any present or future law of any jurisdiction it may not exercise any of the powers, rights or remedies herein granted to the Trustee or hold the properties in trust as herein provided, or take any other action which may be desirable or necessary in connection therewith, the Trustee may upon notice to the Issuer appoint an individual or institution as a separate or Co-Trustee, in which event each and every remedy, power, right, claim, demand, cause of action, immunity, estate, title, interest and lien expressed or intended by this Resolution to be exercised by or vested in or conveyed to the Trustee with respect thereto shall be exercisable by and vest in such separate or Co-Trustee, but only to the extent necessary to enable such separate or Co-Trustee to exercise such powers, rights and remedies, and every covenant and obligation necessary to the exercise thereof by such separate or Co-Trustee shall run to and be enforceable by either of them. Every Co-Trustee appointed pursuant to this section shall be an individual or institution legally empowered to perform as such hereunder.

Should any deed, conveyance or instrument in writing from the Issuer be required by the separate or Co-Trustee so appointed by the Trustee for more fully and certainly vesting in and confirming to it such properties, rights, powers, trusts, duties and obligations, any and all such deeds, conveyances and instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. In case any separate or Co-Trustee, or a successor thereto, shall die, become incapable of acting, resign or be removed, all the estates, properties, rights, powers, trusts, duties and obligations of such separate or Co-Trustee, so far as permitted by law, shall vest in and be exercised by the Trustee until the appointment of a new Trustee or successor to such separate or Co-Trustee.

Section 8.10. Accounting by Trustee. Upon request of the Issuer, the Trustee shall render a full accounting of any funds held by it from time to time pursuant to this Resolution.

Section 8.11. Responsibilities of Trustee - Default. The Trustee is not required or authorized by this Resolution to take any action in the event that the Issuer defaults in the payment of the Bonds or fails to fulfill any other covenant or condition required of the Issuer or imposed upon the Issuer by the Resolution, except as expressly set forth in this Resolution or a Supplemental Resolution. This Section 8.11 may not be amended without the prior written consent of the Trustee.

[End of Article VIII]

ARTICLE IX

SUPPLEMENTAL RESOLUTIONS

Section 9.01. Limitations. Prior to the issuance of Bonds hereunder, this Resolution may be amended, revised or revoked, in whole or in part, by subsequent resolution of the Issuer. This Resolution shall not be modified or amended in any respect subsequent to the issuance of Bonds hereunder except as provided in and in accordance with this Article IX.

Section 9.02. Supplemental Resolutions Not Requiring Consent of Owners. After the issuance of Bonds hereunder, the Issuer may, without consent of or notice to any Owner, enact one or more Supplemental Resolutions for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Resolution;
- (b) To grant to or confer upon the Owners or the Trustee for the benefit of the Owners any additional rights, remedies, powers or authorities that may lawfully be granted to or conferred upon the Owners or the Trustee;
- (c) To subject to this Resolution additional revenues, properties or collateral or to add to the covenants and agreements of the Issuer herein set forth other covenants and agreements hereafter to be observed by the Issuer or to surrender any right or power herein reserved to or conferred upon the Issuer;
- (d) To modify, amend or supplement this Resolution or any Supplemental Resolution in such manner as to permit the qualification hereof and thereof under the Trust Indenture Act of 1939, as amended, or any similar federal statute hereafter in effect, or to permit the qualification of the Bonds for sale under the securities laws of any of the states or of the United States of America, or to achieve compliance of the Bonds with applicable federal tax law;
- (e) In connection with any other change herein which, in the judgment of the Issuer, is not materially adverse to the Trustee or the Owners;
- (f) To provide for the issuance of additional series of Bonds.

Section 9.03. Supplemental Resolutions Requiring Consent of Owners. Exclusive of Supplemental Resolutions permitted by Section 9.02 hereof and subject to the terms and provisions contained in this Section, and not otherwise, the Owners of more than fifty percent in aggregate principal amount of the Outstanding Bonds shall have the right, from time to time, anything contained in this Resolution other than in this Article IX to the contrary notwithstanding, to consent to and approve the adoption by the Issuer of such other Supplemental Resolutions as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any Supplemental Resolution; provided, however, that nothing in this Article IX shall permit, or be construed as permitting, without the written consent of the Owners of all Bonds Outstanding, (a) an extension of the maturity of the principal of, or the interest on, any Bond issued hereunder, or (b) a reduction in the principal amount of, or premium on, any Bond or the rate of interest thereon, or (c) a privilege or priority of any Bonds over any other Bonds, or (d) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolutions, or (e) the creation of any lien ranking prior to or on a parity with the lien of the Bonds on the Trust Estate or any part thereof, except as hereinbefore expressly permitted, or (f) the deprivation of the Owner of any Outstanding Bond of the lien hereby created on the Trust Estate.

If at any time the Issuer shall determine that it is desirable to adopt any such Supplemental Resolution for any of the purposes of this Section, the Trustee shall, upon being satisfactorily indemnified with respect to expenses, cause notice of the proposed execution of such Supplemental Resolution to be given by Mail to each Owner. Any notice mailed as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives the notice. Such notice shall briefly set forth the nature of the proposed Supplemental Resolution and shall state that copies thereof are on file at the Principal Office of the Trustee for inspection by all Owners. If the Owners of more than the required percentage in aggregate principal amount of the Bonds Outstanding shall have in writing consented to and approved the adoption thereof as herein provided (which consent and approval shall, if given, be irrevocable), no Owner shall have any right to object to any of the terms and provisions contained therein, or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Trustee or the Issuer from executing the same or from taking any action pursuant to the provisions thereof. Upon the adoption of any such Supplemental Resolution as in this Section permitted and provided, this Resolution shall be and be deemed to be modified and amended in accordance therewith. A Supplemental Resolution may be adopted by the Issuer prior to obtaining the requisite consent of Owners provided that the effectiveness of such Supplemental Resolution is conditioned upon the obtaining of such consent.

Section 9.04. Required Opinion of Bond Counsel. The Issuer shall not enter into or consent to any Supplemental Resolution unless the Issuer and Trustee have received an opinion of Bond Counsel to the effect that such action is permitted hereunder and will not impair the exclusion of the interest on the Tax-Exempt Bonds from gross income for federal income tax purposes. The Issuer and the Trustee may rely upon an opinion of Bond Counsel to the effect that any such Supplemental Resolution is permitted by the provisions of this Article IX.

[End of Article IX]

ARTICLE X

MISCELLANEOUS

Section 10.01. Consents of Owners. Any consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Owners may be in any number of concurrent documents and may be executed by such Owners in person or by an attorney-in-fact duly appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the written appointment of any such attorney-in-fact or of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the Trustee and Issuer with regard to any action taken by either of them under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of such Bonds, and the date of holding the same shall be proved by the Bond Register.

Section 10.02. Limitation of Rights. With the exception of any rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution or the Bonds is intended or shall be construed to give to any Person other than the Issuer, the Insurer, if any, the Trustee and the Owners, any legal or equitable right, remedy or claim under or with respect to this Resolution or any covenants, conditions and provisions herein contained; this Resolution and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Issuer, the Insurer, if any, the Trustee, and the Owners.

Section 10.03. Severability. If any provision of this Resolution 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 (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatever.

Section 10.04. Notices. Any notice, request, complaint, demand, communication or other paper shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, or sent by telegram addressed as follows:

If to the Issuer:

Hobe-St. Lucie Conservancy District
c/o Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, FL 33410

If to the Trustee, at the address thereof designated in a Supplemental Resolution or in a written certificate delivered to the Issuer. The Issuer and the Trustee may designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent by a written certificate delivered to each other.

Section 10.05. Holidays. In any case where the date of maturity of interest on or principal of the Bonds or the date fixed for redemption of any Bonds is not a Business Day, then payment of principal, premium, if any, or interest need not be made on such date but may be made on the next succeeding Business Day, with the same force and effect as if made on the date of maturity or the date fixed for redemption.

Section 10.06. Applicable Provisions of Law. This Resolution shall be governed by and construed in accordance with the laws of the State.

Section 10.07. Rules of Interpretation. Unless expressly indicated otherwise, references to sections or articles are to be construed as references to sections or articles of this instrument as originally executed. Use of the words "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Resolution and not solely to the particular portion in which any such word is used.

Section 10.08. Captions. The captions and headings in this Resolution are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Resolution.

Section 10.09. Limited Liability of Issuer. It is hereby expressly made a condition of this Resolution and of the Bonds that any agreements or representations herein or therein contained or contained in the documents and instruments executed in connection therewith do not and shall never constitute or give rise to any personal or pecuniary liability or charge against the general credit of the Issuer and in the event of a breach of any agreement, covenant or representation, no personal or pecuniary liability or charge payable directly or indirectly from the general revenues of the Issuer shall arise therefrom. Nothing contained in this Section 10.09, however, shall relieve the Issuer from the observance and performance of the several covenants and agreements on its part herein contained.

Section 10.10. Members, Officers, Employees and Agents of the Issuer Exempt from Personal Liability. No recourse under or upon any obligation, covenant or agreement of this Resolution or for any claim based thereon or otherwise in respect thereof, shall be had against any Supervisor of the Issuer, or any officer, agent, or employee, as such, of the Issuer past, present or future, either directly or through the Issuer whether by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, it being expressly understood (a) that the obligation of the Issuer under this Resolution is solely a corporate one, limited as provided in the preceding Section 10.09, (b) that no personal liability whatsoever shall attach to, or is or shall be incurred by, the Supervisors of the Issuer, or the officers, agents, or employees, as such, of the Issuer, or any of them, under or by reason of the obligations, covenants or agreements contained in this Resolution or implied therefrom, and (c) that any and all such personal liability, either at common law or in equity or by constitution or statute, of, and any and all such rights and claims against, every such Supervisor of the Issuer, and every officer, agent, or employee, as such, of the Issuer under or by reason of the obligations, covenants or agreements

contained in this Resolution, or implied therefrom, are hereby expressly waived and released as a condition of, and as a consideration for, the execution of this Resolution on the part of the Issuer.

Section 10.11. Rule 15c2-12. The Executive Director of the Issuer or the President are severally authorized to "deem final" for purposes of Securities and Exchange Commission Rule 15c2-12, a preliminary official statement for any series of the Bonds.

Section 10.12. Validation. Caldwell Pacetti Edwards Schoech & Viator, LLP, the attorneys for the Issuer, are authorized and directed to commence a proceeding for the validation for the Bonds.

Section 10.13. Repealer. All resolutions or parts thereof in conflict herewith are hereby repealed.

Section 10.14. Effective Date. This Resolution shall take effect immediately upon its adoption.

Passed and approved this 22nd day of June, 2022.

(SEAL)

President, Board of Supervisors

Attest:

Secretary, Board of Supervisors

EXHIBIT A-- FORM OF THE BONDS

No. R-__

\$ __, __, __.00

HOBE-ST. LUCIE CONSERVANCY DISTRICT

IMPROVEMENT [REFUNDING] BONDS

UNIT OF DEVELOPMENT NO. 1A

[TAXABLE] SERIES 20__

INTEREST RATE

MATURITY DATE

DATED DATE

CUSIP

_____%

August 1, 20__

_____, 20__

Registered Owner:

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS that Hobe-St. Lucie Conservancy District (the "District"), a water control district of the State of Florida created and existing pursuant to the Constitution and the laws of the State of Florida, for value received, promises to pay from the sources hereinafter provided, to the order of the registered owner hereof, or registered assigns, on the maturity date set forth above, upon surrender hereof at the Principal Office of _____, as Trustee (the "Trustee"), the principal sum stated above (such principal amount to be repaid in accordance with the Resolution (as defined hereinafter)), and in like manner to pay interest on said sum until payment thereof has been made or duly provided for at the rate per annum set forth above based on a 360-day year consisting of twelve 30-day months from the Dated Date hereof, unless this bond (this "Bond") is issued in exchange or for transfer on or after an Interest Payment Date, in which case interest shall be payable from the next preceding Interest Payment Date unless this Bond is authenticated on an Interest Payment Date, in which case interest shall be payable from such date of authentication, provided that if this Bond is issued in exchange or for transfer after a Record Date, as hereinafter defined, and before the next succeeding Interest Payment Date, interest shall be payable from such next succeeding Interest Payment Date, provided, further, if interest on this Bond shall be in default when issued in exchange or for transfer, interest shall be payable from the date to which interest is paid in full, or if no interest has ever been paid on this Bond, from the date hereof. Such interest is due and payable on _____ 1, 20__ on which date the interest accruing from _____, 20__ to and including _____, 20__ shall be paid, and thereafter on each February 1 and August 1 (the "Interest Payment Date"), for the period beginning on the preceding Interest Payment Date and ending on and including the day preceding such Interest Payment Date. Payment of interest on this Bond shall be made to such person as is the registered Owner hereof on the Record Date and shall be paid by check or draft mailed on the Interest Payment Date to such Owner at the Owner's address as it appears on the registration books of the District or at such other address or in such other manner as is agreed upon by the Trustee and such registered Owner. The "Record Date" for payments of interest on this Bond is the fifteenth day of the calendar month next preceding an Interest Payment Date.

Principal of and interest on this Bond are payable in lawful money of the United States of America.

This Bond is one of an authorized issue of \$_____ principal amount of Hobe-St. Lucie Conservancy District Improvement [Refunding] Bonds, Unit of Development No. 1A, Series ____ (the "Bonds"), issued for the primary purpose of [providing funds to pay costs of improvements related to the District's Unit of Development No. 1A] [refunding the District's Improvement [Refunding] Bonds, Unit of Development No. 1A, Series ____][maturing in the years _____] [and paying necessary expenses incidental thereto].

The Bonds are issued pursuant to Chapter 2005-339, Laws of Florida, as amended, Chapter 298, Florida Statutes, and under and are equally and ratably secured by and entitled to the protection of Resolution No. 2022-06 adopted by the Board of Supervisors of the District on June 22, 2022, as from time to time amended and supplemented (herein referred to as the "Resolution"), and are subject to all the terms and conditions of the Resolution.

This Bond is secured by a lien upon and pledge of Drainage Taxes levied by the District upon lands within Unit of Development No. 1A of the District and upon amounts held by the Trustee in certain funds and accounts established pursuant to the Resolution.

[Insert redemption provisions]

Copies of the Resolution are on file at the Principal Office of the Trustee, and reference is hereby made to the Resolution for a description of the property pledged and assigned to payment of the Bonds, the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the District, the Trustee and the Owners of the Bonds, and the terms upon which the Bonds are issued and secured. Each Owner by acceptance hereof accepts and consents to all provisions of the Resolution. All terms used herein in capitalized form and not otherwise defined herein shall have the meaning ascribed thereto in the Resolution.

This Bond may be exchanged or transferred by the registered Owner hereof or by such Owner's attorney-in-fact duly authorized in writing at the Principal Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution, and upon surrender of this Bond. Upon such transfer, a new Bond or Bonds of the same maturity and interest rate and of authorized denomination or denominations for the proper principal amount, will be issued to the transferee in exchange therefor.

The person in whose name this Bond shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal, premium, if any, and interest on this Bond shall be made only to or upon the written order of the Owner or his duly authorized attorney-in-fact but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon this Bond to the extent of the sum or sums so paid.

This Bond is one of a series of Bonds which were validated by judgment of the Circuit Court of the Nineteenth Judicial Circuit of Florida, in and for Martin County, Florida rendered on _____, 202__.

THIS BOND AND THE INTEREST HEREON DOES NOT AND SHALL NOT CONSTITUTE A GENERAL INDEBTEDNESS OF THE DISTRICT WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION BUT SHALL BE PAYABLE SOLELY FROM THE MONEYS AND SOURCES PLEDGED THEREFOR. NEITHER THE FULL FAITH AND CREDIT NOR ANY AD VALOREM TAXING POWER OF THE DISTRICT, THE STATE OF FLORIDA OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND OR OTHER COSTS INCIDENTAL HERETO.

It is hereby certified, recited and declared that all acts, conditions and things required to exist, happen and be performed precedent to and in the execution and delivery of the Resolution and the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by law, and that the issuance of this Bond and the issue of which it forms a part, together with all other obligations of the District, does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the certificate of authentication hereon shall have been executed by the Trustee.

IN WITNESS WHEREOF, Hobe-St. Lucie Conservancy District has caused this Bond to be executed in its name by the manual signature of its President and attested by the manual signature of its Secretary, and its seal to be impressed hereon, all as of

HOBE-ST. LUCIE CONSERVANCY DISTRICT

[SEAL]

By: _____
President

Attest:

By: _____
Secretary

CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within-mentioned Resolution.

Date Authenticated: _____, _____

[Name of Trustee],
as Trustee

By: _____
Authorized Signatory

—
(Form of Assignment)

FOR VALUE RECEIVED the undersigned hereby sell(s), assign(s) and transfer(s) unto

PLEASE INSERT SOCIAL SECURITY OR OTHER
IDENTIFYING NUMBER OF TRANSFEREE

the within Bond and all rights thereunder, hereby irrevocably constituting and appointing
_____, Attorney to transfer said Bond
on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

(Signature of Registered Owner)

NOTICE: The signature above must
correspond with the name of the Registered
Owner as it appears on the front of this Bond
in every particular, without alternation or
enlargement or any change whatsoever.

Signature Guaranteed:

NOTICE: Signature(s) must be
guaranteed by an Eligible Guarantor
Institution such as a Commercial Bank,
Trust Company, Securities Broker/
Dealer, Credit Union or Savings
Association, who is a member of a
medallion program approved by the
Securities Transfer Association, Inc.

EXHIBIT B

FORM OF DISBURSEMENT APPROVAL

[TRUSTEE]

Attention: [Corporate Trust Department]

Re: \$_____ Hobe-St. Lucie Conservancy District, Improvement
[Refunding] Bonds, Unit of Development No. 1A, Series ____ (the "Bonds")

Pursuant to the provisions of Section [5.04 or 5.06] of the General Bond Resolution No. 2022-06 of Hobe-St. Lucie Conservancy District (the "Issuer") adopted June 22, 2022, as amended and supplemented (the "Resolution"), you are hereby requested and directed to disburse from the [Cost of Issuance Fund or (_____) Account in the) Project Fund] referred to in the Resolution the amounts indicated below. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed thereto in the Resolution.

The undersigned hereby certifies:

1. This is Disbursement Approval number _____.
2. The name and address of the person(s), firm(s), or corporation(s) to whom the disbursement(s) is (are) due is (are), and the amount(s) thereof is (are) as follow(s):

(a)

HOBE-ST. LUCIE CONSERVANCY DISTRICT

By: _____
Issuer Representative

Date _____



MBS CAPITAL MARKETS, LLC

AGREEMENT FOR UNDERWRITING SERVICES HOBE-ST. LUCIE CONSERVANCY DISTRICT

June 22, 2022

Board of Supervisors
Hobe-St. Lucie Conservancy District

Dear Supervisors:

MBS Capital Markets, LLC (the "Underwriter") offers to enter into this agreement (the "Agreement") with the Hobe-St. Lucie Conservancy District (the "District") which, upon your acceptance of this offer, will be binding upon the District and the Underwriter. This agreement relates to the proposed issuance of bonds (the "Bonds") to acquire and/or construct certain public infrastructure improvements for the District. This Agreement will cover the engagement for the Bonds and will be supplemented for future bond issuances as may be applicable.

1. **Scope of Services:** MBS intends to serve as the underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.
 - Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
 - Preparation of rating strategies and presentations related to the issue being underwritten.
 - Preparations for and assistance with investor "road shows," if any, and investor discussions related to the issue being underwritten.
 - Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
 - Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
 - Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
 - Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
 - Preparation of post-sale reports for the issue, if any.
 - Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.



MBS CAPITAL MARKETS, LLC

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2. **Fees:** The Underwriter will be responsible for its own out-of-pocket expenses including payment of its counsel. Any fees payable to the Underwriter will be contingent upon the successful sale and delivery or placement of the Bonds. The underwriting fee for the sale or placement of the Bonds will be 1.25% of the par amount of Bonds up to \$25 million and 1.0% of the par amount of Bonds over \$25 million.
3. **Termination:** Both the District and the Underwriter will have the right to terminate this Agreement without cause upon 90 days written notice to the non-terminating party.
4. **Purchase Contract:** At or before such time as the District gives its final authorization for the Bonds, the Underwriter and its counsel will deliver to the District a purchase or placement contract (the “Purchase Contract”) detailing the terms of the Bonds.
5. **Notice of Meetings:** The District shall provide timely notice to the Underwriter for all regular and special meetings of the District. The District will provide, in writing, to the Underwriter, at least one week prior to any meeting, except in the case of an emergency meeting for which the notice time shall be the same as that required by law for the meeting itself, of matters and items for which it desires the Underwriter's input.
6. **Disclosures Concerning the Underwriter’s Role Required by MSRB Rule G-17.** The Municipal Securities Rulemaking Board’s Rule G-17 requires underwriters to make certain disclosures to issuers in connection with the issuance of municipal securities. Those disclosures are attached hereto as “Exhibit A.” By execution of this Agreement, you are acknowledging receipt of the same. If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer’s own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate. It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.



MBS CAPITAL MARKETS, LLC

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This Agreement shall be effective upon your acceptance hereof and shall remain effective until such time as the Agreement has been terminated in accordance with Section 3 hereof.

We are required to seek your acknowledgement that you have received the disclosures referenced herein and attached hereto as Exhibit A. By execution of this agreement, you are acknowledging receipt of the same.

Sincerely,
MBS Capital Markets, LLC

A handwritten signature in blue ink, appearing to read "BSealy", is positioned above a horizontal line.

Brett Sealy
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____



EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosure Concerning the Underwriter's Compensation

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.



MBS CAPITAL MARKETS, LLC

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Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.

Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

RESOLUTION NO. 2022-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOBE-ST. LUCIE CONSERVANCY DISTRICT APPROVING A BUDGET FOR FISCAL YEAR 2022/2023; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Hobe-St. Lucie Conservancy District (“District”) is required by Chapter 298, *Florida Statutes*, to approve a Budget for each fiscal year; and,

WHEREAS, the Budget for Fiscal Year 2022/2023 has been prepared and considered by the Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HOBE-ST. LUCIE CONSERVANCY DISTRICT THAT:

Section 1. The Budget for Fiscal Year 2022/2023 attached hereto as Exhibit “A” is approved and adopted.

PASSED, ADOPTED and EFFECTIVE this 22nd day of June, 2022.

ATTEST:

**HOBE-ST. LUCIE
CONSERVANCY DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

Hobe St. Lucie Conservancy District

Budget
Fiscal Year 2022/2023
October 1, 2022 - September 30, 2023

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O&M BUDGET
HOBE ST. LUCIE CONSERVANCY DISTRICT - UNIT 1
FISCAL YEAR 2022/2023
October 1, 2022 - September 30, 2023

	UNIT OF DEVELOPMENT #1 2020/2021 ACTUAL	UNIT OF DEVELOPMENT #1 2021/2022 ACTUAL 10/1/201 - 4/30/22	UNIT OF DEVELOPMENT #1 2021/2022 BUDGET	UNIT OF DEVELOPMENT #1 238.40 ACRES FISCAL YEAR 2022/2023 ANNUAL BUDGET
REVENUES				
Administrative Assessments	36,299	36,299	36,182	5,185
Overall Maintenance Assessments	123,431	123,431	123,054	17,546
Maintenance Assessments	4,146	4,146	4,140	637
Surplus Carryover	0	0	0	0
Carryover Projects Not Completed	0	0	0	0
Other Income	4,876	0	0	0
Interest Income	175	3	75	12
TOTAL REVENUES	\$ 168,927	\$ 163,878	\$ 163,451	\$ 23,380
EXPENDITURES				
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees/Costs	0	0	0	0
Management	4,189	2,444	4,189	783
Legal Fees	35,139	21,837	5,876	792
Engineering	24,187	25,229	7,190	969
Assessment Roll	691	0	691	93
Audit Fees	425	0	442	60
Office Expense	0	0	0	0
Insurance	762	789	879	118
Legal Advertisements	255	309	83	11
Miscellaneous	33	37	173	23
Postage	3	1	44	6
Office Supplies	50	82	138	19
Dues & Subscriptions	439	24	24	3
Website	346	202	346	47
Contingency - SFWMD Non Payment Remedy	1,873	0	6,222	838
Shortfall - SFWMD	0	0	7,782	1,122
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 68,393	\$ 50,953	\$ 34,078	\$ 4,884
MAINTENANCE EXPENDITURES				
Aquatic Weed Control	0	0	0	0
Canals & Ditches	30,798	16,959	0	0
Roadways & Right of Ways	0	0	0	0
Pumps & Wells Maintenance	0	0	0	0
Electricity/Utilities	3,686	0	0	0
Engineering	0	0	0	0
Water Samples	0	0	0	0
Law Maintenance / Landscape	0	0	0	0
Maintenance Management (SDS)	0	0	0	0
Miscellaneous Maintenance	0	0	0	0
Repairs & Maintenance - Equipment	0	0	0	0
Canal Area Maintenance - Culvert Replacement	0	0	0	0
Maintenance Contingency	6,450	0	0	0
Maintenance Management (Grassroots)	3,900	2,275	3,900	600
Capital Improvements	1625	325	0	0
TOTAL MAINTENANCE EXPENDITURES	\$ 46,459	\$ 19,559	\$ 3,900	\$ 600
TOTAL EXPENDITURES	\$ 114,853	\$ 70,512	\$ 37,978	\$ 5,484
EXCESS/SHORTFALL	\$ 54,074	\$ 93,366	\$ 125,473	\$ 17,896
County Assessment Fees	(3,212)	(3,212)	(3,268)	(467)
Discounts For Early Payments	(6,555)	(6,555)	(6,535)	(935)
Net Excess/Shortfall	\$ 44,307	\$ 83,599	\$ 115,671	\$ 16,493
Transfer to Overall Maintenance	(116,025)	(116,025)	(115,671)	(16,493)
Net Excess/Shortfall	\$ (71,717)	\$ (32,426)	\$ -	\$ -

Available Cash Balance 10/1/21	\$ 23,598.74
Net Income as of 4/30/22	\$ (32,425.52)
Available Cash Balance 4/30/22	\$ (8,826.78)

O&M BUDGET
HOBE ST. LUCIE CONSERVANCY DISTRICT - UNIT 1 A
FISCAL YEAR 2022/2023
October 1, 2022 - September 30, 2023

	UNIT OF DEVELOPMENT # 1 A 2020/2021 ACTUAL	UNIT OF DEVELOPMENT # 1 A 2021/2022 ACTUAL 10/1/201 - 4/30/22	UNIT OF DEVELOPMENT # 1 A 2021/2022 BUDGET	UNIT OF DEVELOPMENT # 1 A 1,530.89 ACRES FISCAL YEAR 2022/2023 ANNUAL BUDGET
REVENUES				
Administrative Assessments	0	0	0	33,297
Overall Maintenance Assessments	0	0	0	112,674
Maintenance Assessments	0	0	0	4,149
Surplus Carryover	0	0	0	0
Carryover Projects Not Completed	0	0	0	0
Other Income	0	0	0	0
Interest Income	0	0	0	59
TOTAL REVENUES	\$ -	\$ -	\$ -	\$ 150,178
EXPENDITURES				
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees/Costs	0	0	0	0
Management	0	0	0	5,025
Legal Fees	0	45,523	0	5,084
Engineering	0	55,964	0	6,221
Assessment Roll	0	0	0	598
Audit Fees	0	0	0	383
Office Expense	0	0	0	0
Insurance	0	0	0	760
Legal Advertisements	0	0	0	72
Miscellaneous	0	0	0	150
Postage	0	0	0	38
Office Supplies	0	0	0	120
Dues & Subscriptions	0	0	0	21
Website	0	0	0	299
Contingency - SFWMD Non Payment Remedy	0	0	0	5,383
Shortfall - SFWMD	0	0	0	7,204
TOTAL ADMINISTRATIVE EXPENDITURES	\$ -	\$ 101,486	\$ -	\$ 31,358
MAINTENANCE EXPENDITURES				
Aquatic Weed Control	0	0	0	0
Canals & Ditches	0	0	0	0
Roadways & Right of Ways	0	0	0	0
Pumps & Wells Maintenance	0	0	0	0
Electricity/Utilities	0	0	0	0
Engineering	0	0	0	0
Water Samples	0	0	0	0
Law Maintenance / Landscape	0	0	0	0
Maintenance Management (SDS)	0	0	0	0
Miscellaneous Maintenance	0	0	0	0
Repairs & Maintenance - Equipment	0	0	0	0
Canal Area Maintenance - Culvert Replacement	0	0	0	0
Maintenance Contingency	0	0	0	0
Maintenance Management (Grassroots)	0	0	0	3,900
Capital Improvements	0	0	0	0
TOTAL MAINTENANCE EXPENDITURES	\$ -	\$ -	\$ -	\$ 3,900
TOTAL EXPENDITURES	\$ -	\$ 101,486	\$ -	\$ 35,258
EXCESS/SHORTFALL	\$ -	\$ (101,486)	\$ -	\$ 114,920
County Assessment Fees	-	-	-	(3,002)
Discounts For Early Payments	-	-	-	(6,005)
Net Excess/Shortfall	\$ -	\$ (101,486)	\$ -	\$ 105,913
Transfer to Overall Maintenance	-	-	-	(105,913)
Net Excess/Shortfall	\$ -	\$ (101,486)	\$ -	\$ -

Available Cash Balance 10/1/21	\$ -
Net Income as of 4/30/22	\$ (101,486.06)
Available Cash Balance 4/30/22	\$ (101,486.06)

O&M BUDGET
HOBE ST. LUCIE CONSERVANCY DISTRICT - UNIT 2
FISCAL YEAR 2022/2023
October 1, 2022 - September 30, 2023

	UNIT OF DEVELOPMENT #2 2020/2021 ACTUAL	UNIT OF DEVELOPMENT #2 2021/2022 ACTUAL 10/1/201 - 4/30/22	UNIT OF DEVELOPMENT #2 2021/2022 BUDGET	UNIT OF DEVELOPMENT #2 2,833.42 ACRES FISCAL YEAR 2022/2023 ANNUAL BUDGET
REVENUES				
Administrative Assessments	57,753	57,753	57,943	61,627
Overall Maintenance Assessments	196,371	196,371	197,064	208,540
Maintenance Assessments	8,265	8,265	8,302	9,577
Surplus Carryover	0	0	0	0
Carryover Projects Not Completed	0	0	0	0
Other Income	0	0	0	0
Interest Income	250	5	105	104
TOTAL REVENUES	\$ 262,639	\$ 262,394	\$ 263,414	\$ 279,848
EXPENDITURES				
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees/Costs	0	0	0	0
Management	6,709	3,914	6,709	9,299
Legal Fees	21,944	16,001	9,410	9,410
Engineering	8,924	4,929	11,514	11,514
Assessment Roll	1,107	0	1,107	1,107
Audit Fees	685	0	709	709
Office Expense	0	0	0	0
Insurance	1,221	1,263	1,407	1,407
Legal Advertisements	409	495	133	133
Miscellaneous	54	59	277	277
Postage	5	1	70	70
Office Supplies	81	131	221	221
Dues & Subscriptions	703	39	39	39
Website	554	323	554	554
Contingency - SFWMD Non Payment Remedy	2,999	0	9,964	9,964
Shortfall - SFWMD	0	0	12,462	13,333
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 45,394	\$ 27,155	\$ 54,575	\$ 58,036
MAINTENANCE EXPENDITURES				
Aquatic Weed Control	0	0	0	0
Canals & Ditches	0	0	0	0
Roadways & Right of Ways	0	0	0	0
Pumps & Wells Maintenance	0	0	0	0
Electricity/Utilities	139	98	0	0
Engineering	0	0	0	0
Water Samples	0	0	0	0
Law Maintenance / Landscape	0	0	0	0
Maintenance Management (SDS)	0	0	0	0
Miscellaneous Maintenance	0	0	0	0
Repairs & Maintenance - Equipment	0	0	0	0
Canal Area Maintenance - Culvert Replacement	0	0	0	0
Maintenance Contingency	0	0	0	0
Maintenance Management (Grassroots)	7,800	4,550	7,800	9,000
Capital Improvements	0	0	0	0
TOTAL MAINTENANCE EXPENDITURES	\$ 7,939	\$ 4,648	\$ 7,800	\$ 9,000
TOTAL EXPENDITURES	\$ 53,332	\$ 31,803	\$ 62,375	\$ 67,036
EXCESS/SHORTFALL	\$ 209,307	\$ 230,591	\$ 201,039	\$ 212,812
County Assessment Fees	(5,143)	(5,143)	(5,266)	(5,595)
Discounts For Early Payments	(10,496)	(10,496)	(10,532)	(11,190)
Net Excess/Shortfall	\$ 193,669	\$ 214,953	\$ 185,241	\$ 196,027
Transfer to Overall Maintenance	(184,589)	(184,589)	(185,241)	(196,027)
Net Excess/Shortfall	\$ 9,080	\$ 30,364	\$ -	\$ -

Available Cash Balance 10/1/21	\$ 108,073.50
Net Income as of 4/30/22	\$ 30,364.12
Available Cash Balance 4/30/22	\$ 138,437.62

CAPITAL IMPROVEMENT PROJECTS

	UNIT OF DEVELOPMENT #2 CIP 2020/2021 ACTUAL	UNIT OF DEVELOPMENT #2 CIP 2021/2022 ACTUAL 10/1/201 - 4/30/22	UNIT OF DEVELOPMENT #2 CIP 2021/2022 BUDGET	UNIT OF DEVELOPMENT #2 CIP FISCAL YEAR 2022/2023 ANNUAL BUDGET
REVENUES				
Interest Income	429	145	1,000	600
TOTAL REVENUES	\$ 429	\$ 145	\$ 1,000	\$ 600
EXPENDITURES				
Capital Improvements	0	0	0	0
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
EXCESS/SHORTFALL	\$ 429	\$ 145	\$ 1,000	\$ 600

Available Cash Balance 10/1/21	\$ 841,268.21
Net Income as of 4/30/22	\$ 145.23
Available Cash Balance 4/30/22	\$ 841,413.44

O&M BUDGET
HOBE ST. LUCIE CONSERVANCY DISTRICT - UNIT 3
FISCAL YEAR 2022/2023
October 1, 2022 - September 30, 2023

	UNIT OF DEVELOPMENT #3 2020/2021 ACTUAL	UNIT OF DEVELOPMENT #3 2021/2022 ACTUAL 10/1/201 - 4/30/22	UNIT OF DEVELOPMENT #3 2021/2022 BUDGET	UNIT OF DEVELOPMENT #3 747.20 ACRES FISCAL YEAR 2022/2023 ANNUAL BUDGET
REVENUES				
Administrative Assessments	15,279	15,279	15,280	16,252
Overall Maintenance Assessments	51,968	51,968	51,968	54,994
Maintenance Assessments	4,148	4,148	4,147	4,790
Surplus Carryover	0	0	0	0
Carryover Projects Not Completed	0	0	0	0
Other Income	0	0	0	0
Interest Income	93	2	30	25
TOTAL REVENUES	\$ 71,488	\$ 71,397	\$ 71,425	\$ 76,060
EXPENDITURES				
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees/Costs	0	0	0	0
Management	1,769	1,032	1,769	2,452
Legal Fees	5,837	4,219	2,482	2,482
Engineering	2,353	1,300	3,036	3,036
Assessment Roll	292	0	292	292
Audit Fees	180	0	187	187
Office Expense	0	0	0	0
Insurance	322	333	371	371
Legal Advertisements	108	131	35	35
Miscellaneous	14	16	73	73
Postage	1	0	18	18
Office Supplies	21	35	58	58
Dues & Subscriptions	185	10	10	10
Website	146	85	146	146
Contingency - SFWMD Non Payment Remedy	791	0	2,628	2,628
Shortfall - SFWMD	0	0	3,287	3,516
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 12,020	\$ 7,161	\$ 14,391	\$ 15,304
MAINTENANCE EXPENDITURES				
Aquatic Weed Control	0	0	0	0
Canals & Ditches	0	0	0	0
Roadways & Right of Ways	0	0	0	0
Pumps & Wells Maintenance	0	0	0	0
Electricity/Utilities	0	0	0	0
Engineering	0	0	0	0
Water Samples	0	0	0	0
Law Maintenance / Landscape	0	0	0	0
Maintenance Management (SDS)	0	0	0	0
Miscellaneous Maintenance	0	0	0	0
Repairs & Maintenance - Equipment	0	0	0	0
Canal Area Maintenance - Culvert Replacement	0	0	0	0
Maintenance Contingency	0	0	0	0
Maintenance Management (Grassroots)	3,900	2,275	3,900	4,500
Capital Improvements	0	0	0	0
TOTAL MAINTENANCE EXPENDITURES	\$ 3,900	\$ 2,275	\$ 3,900	\$ 4,500
TOTAL EXPENDITURES	\$ 15,920	\$ 9,436	\$ 18,291	\$ 19,804
EXCESS/SHORTFALL	\$ 55,568	\$ 61,961	\$ 53,133	\$ 56,256
County Assessment Fees	(1,399)	(1,399)	(1,428)	(1,521)
Discounts For Early Payments	(2,856)	(2,856)	(2,856)	(3,041)
Net Excess/Shortfall	\$ 51,313	\$ 57,706	\$ 48,850	\$ 51,694
Transfer to Overall Maintenance	(48,850)	(48,850)	(48,850)	(51,694)
Net Excess/Shortfall	\$ 2,463	\$ 8,856	\$ -	\$ -

Available Cash Balance 10/1/21	\$ 39,030.28
Net Income as of 4/30/22	\$ 8,855.99
Available Cash Balance 4/30/22	\$ 47,886.27

CAPITAL IMPROVEMENT PROJECTS

	UNIT OF DEVELOPMENT #3 CIP 2020/2021 ACTUAL	UNIT OF DEVELOPMENT #3 CIP 2021/2022 ACTUAL 10/1/201 - 4/30/22	UNIT OF DEVELOPMENT #3 CIP 2021/2022 BUDGET	UNIT OF DEVELOPMENT #3 CIP FISCAL YEAR 2022/2023 ANNUAL BUDGET
REVENUES				
Interest Income	0	0	5	5
TOTAL REVENUES	\$ -	\$ -	\$ 5	\$ 5
EXPENDITURES				
Capital Improvements	0	0	0	0
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
EXCESS/SHORTFALL	\$ -	\$ -	\$ 5	\$ 5

Available Cash Balance 10/1/21	\$ 806.75
Net Income as of 4/30/22	\$ -
Available Cash Balance 4/30/22	\$ 806.75

O&M BUDGET
HOBE ST. LUCIE CONSERVANCY DISTRICT - BALANCE OF THE DISTRICT
FISCAL YEAR 2022/2023
October 1, 2022 - September 30, 2023

	BALANCE OF DISTRICT 2020/2021 ACTUAL	BALANCE OF DISTRICT 2021/2022 ACTUAL 10/1/201 - 4/30/22	BALANCE OF DISTRICT 2021/2022 BUDGET	BALANCE OF DISTRICT 4042.04 ACRES FISCAL YEAR 2022/2023 ANNUAL BUDGET
REVENUES				
Administrative Assessments	15,637	16,219	82,660	87,914
Overall Maintenance Assessments	53,162	55,163	281,124	297,494
Maintenance Assessments	50,747	98,090	500,000	501,294
Surplus Carryover	0	0	0	0
Carryover Projects Not Completed	0	0	0	0
Other Income	0	0	0	0
Interest Income	215	4	143	152
TOTAL REVENUES	\$ 119,761	\$ 169,476	\$ 863,927	\$ 886,855
EXPENDITURES				
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees/Costs	0	0	0	0
Management	9,571	5,583	9,571	13,266
Legal Fees	31,303	22,825	13,424	13,424
Engineering	12,731	5,947	16,425	16,425
Assessment Roll	1,579	0	1,580	1,580
Audit Fees	930	0	1,011	1,011
Office Expense	0	0	0	0
Insurance	1,741	1,802	2,008	2,008
Legal Advertisements	583	706	190	190
Miscellaneous	76	84	395	395
Postage	7	2	99	99
Office Supplies	115	187	316	316
Dues & Subscriptions	1,003	55	55	55
Website	789	460	790	790
Contingency - SFWMD Non Payment Remedy	4,279	0	14,214	14,214
Shortfall - SFWMD	0	0	31,992	19,020
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 64,708	\$ 37,652	\$ 92,068	\$ 82,791
MAINTENANCE EXPENDITURES				
Aquatic Weed Control	32,422	18,913	32,500	32,500
Canals & Ditches	2,160	0	10,000	10,000
Roadways & Right of Ways	7,500	3,000	12,000	12,000
Pumps & Wells Maintenance	0	0	0	0
Electricity/Utilities	0	0	0	0
Engineering	0	0	0	0
Water Samples	0	0	0	0
Law Maintenance / Landscape	0	0	2,500	2,500
Maintenance Management (SDS)	0	0	0	0
Miscellaneous Maintenance	0	0	77,120	77,120
Repairs & Maintenance - Equipment	0	0	0	0
Canal Area Maintenance - Culvert Replacement	0	0	5,000	5,000
Maintenance Shortfall - SFWMD	0	0	308,855	323,097
Maintenance Management (Grassroots)	2,275	1,950	7,800	9,000
Capital Improvements	0	0	0	0
TOTAL MAINTENANCE EXPENDITURES	\$ 44,357	\$ 23,863	\$ 455,775	\$ 471,217
TOTAL EXPENDITURES	\$ 109,065	\$ 61,515	\$ 547,843	\$ 554,008
EXCESS/SHORTFALL	\$ 10,696	\$ 107,961	\$ 316,083	\$ 332,847
County Assessment Fees	(2,847)	(3,948)	(17,276)	(17,734)
Discounts For Early Payments	(4,078)	(5,833)	(34,551)	(35,468)
Net Excess/Shortfall	\$ 3,772	\$ 98,179	\$ 264,256	\$ 279,644
Transfer to Overall Maintenance	(49,972)	(51,853)	(264,256)	(279,644)
Net Excess/Shortfall	\$ (46,201)	\$ 46,326	\$ -	\$ -

Available Cash Balance 10/1/21	\$ (65,536.64)
Net Income as of 4/30/22	\$ 46,325.86
Available Cash Balance 4/30/22	\$ (19,210.78)

O&M BUDGET
HOBE ST. LUCIE CONSERVANCY DISTRICT - UNIT 5
FISCAL YEAR 2022/2023
October 1, 2022 - September 30, 2023

	UNIT OF DEVELOPMENT #5 2020/2021 ACTUAL	UNIT OF DEVELOPMENT #5 2021/2022 ACTUAL 10/1/201 - 4/30/22	UNIT OF DEVELOPMENT #5 2021/2022 BUDGET	UNIT OF DEVELOPMENT #5 3,404.86 ACRES FISCAL YEAR 2022/2023 ANNUAL BUDGET
REVENUES				
Administrative Assessments	69,650	63,072	69,629	74,056
Overall Maintenance Assessments	0	0	0	0
Maintenance Assessments	0	0	0	0
Surplus Carryover	0	0	0	0
Carryover Projects Not Completed	0	0	0	0
Other Income	0	0	0	0
Interest Income	177	4	138	129
TOTAL REVENUES	\$ 69,827	\$ 63,076	\$ 69,767	\$ 74,185
EXPENDITURES				
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees/Costs	0	0	0	0
Management	8,062	4,703	8,062	11,175
Legal Fees	26,369	19,227	11,308	11,308
Engineering	10,724	5,010	13,836	13,836
Assessment Roll	1,330	0	1,330	1,330
Audit Fees	780	0	851	851
Office Expense	0	0	0	0
Insurance	1,467	1,518	1,691	1,691
Legal Advertisements	491	595	160	160
Miscellaneous	64	71	333	333
Postage	6	2	84	84
Office Supplies	97	158	266	266
Dues & Subscriptions	845	47	47	47
Website	665	388	665	665
Contingency - SFWMD Non Payment Remedy	3,604	0	11,973	11,973
Shortfall - SFWMD	0	0	14,984	16,022
TOTAL ADMINISTRATIVE EXPENDITURES	\$ 54,504	\$ 31,717	\$ 65,590	\$ 69,741
MAINTENANCE EXPENDITURES				
Aquatic Weed Control	0	0	0	0
Canals & Ditches	0	0	0	0
Roadways & Right of Ways	0	0	0	0
Pumps & Wells Maintenance	0	0	0	0
Electricity/Utilities	0	0	0	0
Engineering	0	0	0	0
Water Samples	0	0	0	0
Law Maintenance / Landscape	0	0	0	0
Maintenance Management (SDS)	0	0	0	0
Miscellaneous Maintenance	0	0	0	0
Repairs & Maintenance - Equipment	0	0	0	0
Canal Area Maintenance - Culvert Replacement	0	0	0	0
Maintenance Contingency	0	0	0	0
Maintenance Management (Grassroots)	0	0	0	0
Capital Improvements	0	0	0	0
TOTAL MAINTENANCE EXPENDITURES	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 54,504	\$ 31,717	\$ 65,590	\$ 69,741
EXCESS/SHORTFALL	\$ 15,324	\$ 31,359	\$ 4,177	\$ 4,444
County Assessment Fees	(1,365)	(1,302)	(1,393)	(1,481)
Discounts For Early Payments	(2,786)	(2,523)	(2,785)	(2,962)
Net Excess/Shortfall	\$ 11,173	\$ 27,534	\$ -	\$ -
Transfer to Overall Maintenance	-	-	-	-
Net Excess/Shortfall	\$ 11,173	\$ 27,534	\$ -	\$ -

Available Cash Balance 10/1/21	\$ 5,020.61
Net Income as of 4/30/22	\$ 27,534.27
Available Cash Balance 4/30/22	\$ 32,554.88

O&M BUDGET
HOBE ST. LUCIE CONSERVANCY DISTRICT - OVERALL DISTRICT
FISCAL YEAR 2022/2023
October 1, 2022 - September 30, 2023

	OVERALL DISTRICT 2020/2021 ACTUAL	OVERALL DISTRICT 2021/2022 ACTUAL 10/1/201 - 4/30/22	OVERALL DISTRICT 2021/2022 BUDGET	OVERALL DISTRICT 9,343.68 ACRES FISCAL YEAR 2022/2023 ANNUAL BUDGET
REVENUES				
Unit 1 Transfer	116,025	116,025	115,671	16,493
Unit 1 A Transfer	0	0	0	105,913
Unit 2 Transfer	184,589	184,589	185,241	196,027
Unit 3 Transfer	48,850	48,850	48,850	51,694
Unit BOD Transfer	49,972	51,853	264,256	279,644
Unit 5 Transfer	0	0	0	0
Other Income / Carryover	3,000	37,352	50,000	50,000
Interest Income	0	0	0	0
TOTAL REVENUES	\$ 402,436	\$ 438,668	\$ 664,018	\$ 699,773
EXPENDITURES				
ADMINISTRATIVE EXPENDITURES				
Supervisor Fees/Costs	0	0	0	0
Management	0	0	0	0
Legal Fees	0	0	0	0
Engineering	0	0	0	0
Assessment Roll	0	0	0	0
Audit Fees	0	0	0	0
Office Expense	0	0	0	0
Insurance	0	0	0	0
Legal Advertisements	0	0	0	0
Miscellaneous	0	0	0	0
Postage	0	0	0	0
Office Supplies	0	0	0	0
Dues & Subscriptions	0	0	0	0
Website	0	0	0	0
Contingency - SFWMD Non Payment Remedy	0	0	0	0
Shortfall - SFWMD	0	0	195,373	216,723
TOTAL ADMINISTRATIVE EXPENDITURES	\$ -	\$ -	\$ 195,373	\$ 216,723
MAINTENANCE EXPENDITURES				
Aquatic Weed Control	50,174	33,828	55,000	60,000
Canals & Ditches	21,747	0	20,000	20,000
Roadways & Right of Ways	25,300	9,000	40,000	40,000
Pumps & Wells Maintenance	7,559	29,975	20,000	20,000
Electricity/Utilities	82,103	47,976	110,000	110,000
Engineering	0	1,705	0	0
Water Samples	0	0	1,500	1,500
Law Maintenance / Landscape	0	0	5,000	5,000
Maintenance Management (SDS)	833	0	5,000	5,000
Miscellaneous Maintenance	10,992	2,917	15,502	16,908
Repairs & Maintenance - Equipment	2,451	0	0	5,000
Canal Area Maintenance - Culvert Replacement	0	0	10,000	10,000
Maintenance Shortfall - SFWMD	19,121	0	108,142	108,142
Maintenance Management (Grassroots)	58,500	34,125	58,500	61,500
Capital Improvements	46,981	0	20,000	20,000
TOTAL MAINTENANCE EXPENDITURES	\$ 325,761	\$ 159,526	\$ 468,644	\$ 483,050
TOTAL EXPENDITURES	\$ 325,761	\$ 159,526	\$ 664,018	\$ 699,773
EXCESS/SHORTFALL	\$ 76,675	\$ 279,143	\$ -	\$ -
County Assessment Fees	-	-	-	-
Discounts For Early Payments	-	-	-	-
Net Excess/Shortfall	\$ 76,675	\$ 279,143	\$ -	\$ -

Available Cash Balance 10/1/21	\$ 93,589.61
Net Income as of 4/30/22	\$ 279,142.81
Available Cash Balance 4/30/22	\$ 372,732.42

**Hobe-St. Lucie Conservancy District
Assessment Breakdown 2022-2023**

2022 / 2023 Proposed

	Unit 1	Unit 1 A	Unit 2	Unit 3	Unit 5	Balance of the District
Acres	<u>238.40</u>	<u>1,530.89</u>	<u>2,833.42</u>	<u>747.2</u>	<u>3,404.86</u>	<u>4,042.04</u>
Administrative Assessment (per acre)	\$21.75	\$21.75	\$21.75	\$21.75	\$21.75	\$21.75
Overall Admin./Maint. Assessment (per acre)	\$73.60	\$73.60	\$73.60	\$73.60	\$0.00	\$73.60
Maintenance Assessment (per acre)	\$2.67	\$2.71	\$3.38	\$6.41	\$0.00	\$124.02
Total Assessment (per acre)	<u>\$98.02</u>	<u>\$98.06</u>	<u>\$98.73</u>	<u>\$101.76</u>	<u>\$21.75</u>	<u>\$219.37</u>
Total Assessment	\$23,368	\$150,119	\$279,744	\$76,035	\$74,056	\$886,702

2021 / 2022 Actual

	Unit 1	Unit 1 A	Unit 2	Unit 3	Unit 5	Balance of the District
Acres	<u>1,769.29</u>	<u>0.00</u>	<u>2,833.42</u>	<u>747.2</u>	<u>3,404.86</u>	<u>4,042.04</u>
Administrative Assessment (per acre)	\$20.45	\$0.00	\$20.45	\$20.45	\$20.45	\$20.45
Overall Admin./Maint. Assessment (per acre)	\$69.55	\$0.00	\$69.55	\$69.55	\$0.00	\$69.55
Maintenance Assessment (per acre)	\$2.34	\$0.00	\$2.93	\$5.55	\$0.00	\$123.70
Total Assessment (per acre)	<u>\$92.34</u>	<u>\$0.00</u>	<u>\$92.93</u>	<u>\$95.55</u>	<u>\$20.45</u>	<u>\$213.70</u>
Total Assessment	\$163,376	\$0	\$263,310	\$71,395	\$69,629	\$863,784

RESOLUTION NO. 2022-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOBE ST. LUCIE CONSERVANCY DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2022/2023 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Hobe St. Lucie Conservancy District ("District") to establish a regular meeting schedule for fiscal year 2022/2023; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2022/2023 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HOBE ST. LUCIE CONSERVANCY DISTRICT, MARTIN COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2022/2023 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 22nd day of June, 2022.

ATTEST:

**HOBE ST. LUCIE
CONSERVANCY DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**HOBE-ST. LUCIE CONSERVANCY DISTRICT
FISCAL YEAR 2022/2023 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Hobe-St. Lucie Conservancy District will hold Regular Meetings at the **Hobe Sound Polo Club located at 2935 SE Bridge Road, Hobe Sound, Florida 33455 at 9:30 a.m.** on the following dates:

**October 26, 2022
November 16, 2022
December 14, 2022
January 25, 2023
February 22, 2023
March 22, 2023
April 26, 2023
May 24, 2023
June 28, 2023
July 26, 2023
August 23, 2023
September 27, 2023**

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. A copy of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at (561) 630-4922 and/or toll free at 1-877-737-4922 prior to the date of the particular meeting.

From time to time one or more Supervisors may participate by telephone; therefore a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Said meetings may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at (561) 630-4922 and/or toll-free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time without advertised notice.

HOBE-ST. LUCIE CONSERVANCY DISTRICT

www.hobestluciecd.org

PUBLISH: STUART NEWS 10/01/22

Hobe St. Lucie Conservancy District
Irrigation Permit/ or Agreement Policy
Revised June 9, 2022

The Entity shall by permit or special agreement pay fifty percent of the highest unit per acre assessment (except for Unit 1A and Balance of the District Unit assessments). The per acre assessment shall be based on total South Florida Water Management District's permitted irrigated acreage. If requested by the HSLCD, the Entity shall provide pumpage reports monthly to HSLCD.

IRRIGATION AGREEMENT

This Irrigation Agreement made this ____ day of _____, 2022 between HOBE-ST. LUCIE CONSERVANCY DISTRICT, c/o Special District Services, 2501-A Burns Road, Palm Beach Gardens, FL 33410 (“DISTRICT”), and BEDNER FAMILY ENTERPRISES, LTD, 10066 Lee Road, Boynton Beach, FL 33473 (“LANDOWNER”).

W I T N E S S E T H

WHEREAS, the DISTRICT is a water control district created under the laws of the State of Florida for the purpose of providing water management for lands within its boundaries; and

WHEREAS, LANDOWNER is the owner of a parcel of real estate consisting of agricultural property: comprising Two Hundred (200) irrigated acres more or less, thereafter referred to as Parcel “A” (the “property”). Said Property requires irrigation for agricultural uses; and

WHEREAS, LANDOWNER is agreeable to paying an annual assessment to the DISTRICT for irrigation water which LANDOWNER agrees to pay.

NOW, THEREFORE, in consideration of the mutual promises of the parties and the payment of sums hereinafter provided, it is agreed as follows:

1. LANDOWNER agrees to pay for their own utilities, specifically including their annual assessment bills from DISTRICT for irrigation water which LANDOWNER specifically acknowledges and agrees to pay within 30 days. The per acre assessment shall be equal to half of the Hobe St. Lucie Conservancy District’s highest per acre assessment. (except for Balance of the District and Unit 1A)

2. The DISTRICT’s South Florida Water Management District Diversion and Impoundment Water Use Permit allows for a specific allocation of water for irrigation purposes.

3. DISTRICT agrees to provide said irrigation water to LANDOWNER subject to the existing South Florida Water Management District Water Use Permit, as well as any subsequent modifications to the required governmental permits.

4. Use of Property. LANDOWNER agrees that Parcel “A” shall be occupied by LANDOWNER only for the purpose of crop production, unless the parties agree in writing to any other use thereof. LANDOWNER will not commit waste to or on the Property, including but not limited to any illegal dumping or discharge in violation of any applicable law, permit, contract, or District policy.

5. Property and Improvements. LANDOWNER hereby agrees that they are responsible for all improvements relating to providing said irrigation to the Property.

LANDOWNER agrees that it shall not make or permit to be made any alterations, additions or improvements in Parcel "A" which would impact the need for irrigation water without first obtaining the written consent of DISTRICT. Nothing in this paragraph is intended to interfere with the normal operations of Parcel "A" as a vegetable farm.

6. LANDOWNER further acknowledges the ownership of certain canals and ditches by DISTRICT and covenant and agree that they will not affect or change these canals or ditches in any way (specifically including any installation of any pumps or culverts) without the written approval of the DISTRICT, with the exception of installing an irrigation withdrawal pump within the District IC-2 Canal as depicted on the attached Parcel "A" Exhibit in compliance with the pump installation of a 36" diesel 20,000 gpm pump.

7. Water. LANDOWNER obtains water from the DISTRICT which in turn obtains water from the St. Lucie Canal in accordance with its Water Use Permit No. 43-02340-W and subject to the regulations of the applicable governmental agencies including South Florida Water Management District. DISTRICT agrees that LANDOWNER may take water from the DISTRICT provided, however: (a) In no event shall LANDOWNER take more water therefrom than their Blaney Criddle allocation shown on the attached Exhibit "B". Nothing herein shall be deemed to impose any obligation on the DISTRICT to furnish water to LANDOWNER if water is for any reason not available to LANDOWNER in the DISTRICT's canals, nor shall LANDOWNER, the DISTRICT or their agents, be responsible for any or all of them or any third party to make water available to LANDOWNER. Nothing herein contained shall impose any obligation on the DISTRICT to furnish LANDOWNER with drainage for the land or with any facilities, canals or ditches for drainage or irrigation. LANDOWNER will not interfere with nor block existing drainage. If requested by the DISTRICT, the LANDOWNER shall provide monthly pumpage reports to the DISTRICT.

8. Term. The term of this Agreement between the DISTRICT and LANDOWNER shall be from July 1, 2022, through June 30, 2023, and thereafter this Agreement is subject to renewal on an annual basis for five (5) additional years under the same terms and conditions provided herein. All subject to further terms and conditions as herein set forth and specifically subject to LANDOWNER's timely payments and performance of all covenants and conditions provided herein.

9. Hold Harmless/Indemnification. The DISTRICT shall not be deemed to have assumed any liability for the negligent or wrongful acts or omissions, if any, of LANDOWNER. Nothing contained herein shall be construed as a waiver by DISTRICT of its sovereign immunity, rights, protections, privileges, and limits of liability. In the event a claim or lawsuit is brought against DISTRICT, its officers, employees, consultants, or agents, LANDOWNER agrees to indemnify and hold harmless DISTRICT its officers, employees, consultants, or agents from and against any claims, losses, demands, damages, penalties, fines, costs, expense (including without limitation reasonable attorney fees and litigation or mediation costs).

10. Termination: DISTRICT may at its sole discretion terminate this Agreement and/or initiate such legal action as it deems necessary and appropriate, if necessary, to compel LANDOWNER's payment of any and all delinquent payments due and owing the DISTRICT, it being understood and agreed that the DISTRICT's right to collect any and all outstanding and unpaid payments shall survive termination of this Agreement.

HOBE-ST. LUCIE CONSERVANCY DISTRICT

WITNESSES:

By: _____

Name: Rick Melchiori

Title: President, Board of Supervisors

LANDOWNER: Bedner Family Enterprises, LTD

WITNESSES:

By: _____

Name: Stephen Bedner

Address: 10066 Lee Road

Boynton Beach, FL 33473

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing Durable Power of Attorney was acknowledged before me, by means of
☐ physical presence or ☐ online notarization, this _____ day of _____, 2022,
by _____, and _____, as President and
Secretary of Hobe-St. Lucie Conservancy District, (____) who is personally known to me or (____)
who has produced _____ as
identification.

(NOTARY STAMP)

Notary Public

Print Name: _____

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing Durable Power of Attorney was acknowledged before me, by means of
☐ physical presence or ☐ online notarization, this _____ day of _____, 2022,
by _____, (____) who is personally known to me or (____) who has
produced _____ as identification.

(NOTARY STAMP)

Notary Public

Print Name: _____

Calculations Of Irrigation Requirements

(1-in-10)

Rainfall Station: Stuart 1-in-10
Irrigation System: Flood/Seepage
Irrigated Acreage: 200.00
Crop: Small Vegetables
Soil Type: 0.80
Multiplier: 2.00
Efficiency: 0.50

Calculations	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Average Rainfall (inches)	2.40	2.72	3.57	2.76	4.05	6.58	6.53	5.71	1.05	5.69	2.83	2.56	55.35
Evapotranspiration (inches)	2.22	1.84	3.05	4.85	4.21	0.00	0.00	0.00	0.00	3.02	3.67	3.31	27.07
Average Effective Rainfall (inches)	1.11	1.22	1.74	1.46	2.35	2.37	2.38	2.10	2.81	2.85	1.40	1.25	23.02
1-in-10 Effective Rainfall (inches)	0.90	0.99	1.41	1.16	1.90	1.92	1.91	1.70	2.28	2.31	1.13	1.02	18.65
Average Irrigation (inches)	1.11	0.82	2.21	3.39	1.86	0.00	0.00	0.00	0.00	0.17	2.27	2.06	13.69
1-in-10 Irrigation (inches)	1.32	0.85	2.54	3.67	2.31	0.00	0.00	0.00	0.00	0.71	2.54	2.29	16.23

1-in-10 Annual Supplemental Crop Requirement = 16.23 inches

Annual Supplemental Crop Water Use:

16.23 inches X 200 Acres X 2 X 0.02715 MG/AC-IN = 176.26 MG

1-in-10 Maximum Monthly Supplemental Crop Requirement = 3.67 inches

Maximum Monthly Supplemental Crop Water Use:

3.67 inches X 200 Acres X 2 X 0.02715 MG/AC-IN = 39.86 MG

Notes:

Evapotranspiration was calculated using a modified Blaney-Criddle method.

Average effective rainfall is the amount that is useful to crops in an average year.

Drought rainfall is the rainfall minimum representative of a 1-in-10 year drought

Drought effective rainfall is the amount that is useful to crops in a 1-in-10 year drought event.

Average irrigation is the net amount that should be required for maximum yields during an average year.

Drought irrigation is the net amount that should be required for maximum yields during a 1-in-10 year drought.

Exhibit B

IRRIGATION AGREEMENT

This Irrigation Agreement made this ____ day of _____, 2022 between HOBE-ST. LUCIE CONSERVANCY DISTRICT, c/o Special District Services, 2501-A Burns Road, Palm Beach Gardens, FL 33410 ("DISTRICT"), and BRIDGEVIEW FARMS, LLC, 432 South Beach Road, Hobe Sound, FL 33455 ("LANDOWNER").

WITNESSETH

WHEREAS, the DISTRICT is a water control district created under the laws of the State of Florida for the purpose of providing water management for lands within its boundaries; and

WHEREAS, LANDOWNER is the owner of a parcel of real estate consisting of agricultural property: comprising One Hundred Sixty-Seven (167) irrigated acres more or less, hereinafter referred to as Parcel "A" (the "property"). Said Property requires irrigation for agricultural uses; and

WHEREAS, LANDOWNER is agreeable to paying an annual assessment to the DISTRICT for irrigation water which LANDOWNER agrees to pay.

NOW, THEREFORE, in consideration of the mutual promises of the parties and the payment of sums hereinafter provided, it is agreed as follows:

1. LANDOWNER agrees to pay for their own utilities, specifically including their annual assessment bills from DISTRICT for irrigation water which LANDOWNER specifically acknowledges and agrees to pay within 30 days. The per acre assessment shall be equal to half of the Hobe St. Lucie Conservancy District's highest per acre assessment. (except for Balance of the District and Unit 1A)
2. The DISTRICT's South Florida Water Management District Diversion and Impoundment Water Use Permit allows for a specific allocation of water for irrigation purposes.
3. DISTRICT agrees to provide said irrigation water to LANDOWNER subject to the existing South Florida Water Management District Diversion and Impoundment Water Use Permit, as well as any subsequent modifications to the required governmental permits.
4. Use of Property. LANDOWNER agrees that Parcel "A" shall be occupied by LANDOWNER only for the purpose of leasing the property for crop production, unless the parties agree in writing to any other use thereof. LANDOWNER will not commit waste to or on the Property, including but not limited to any illegal dumping or discharge in violation of any applicable law, permit, contract, or District policy.

5. Property and Improvements. LANDOWNER hereby agrees that they are responsible for all improvements relating to providing said irrigation to the Property. LANDOWNER agrees that it shall not make or permit to be made any alterations, additions or improvements in Parcel "A" which would impact the need for irrigation water without first obtaining the written consent of DISTRICT. Nothing in this paragraph is intended to interfere with the normal operations of Parcel "A" as a vegetable farm.

6. LANDOWNER further acknowledges the ownership of certain canals and ditches by DISTRICT and covenant and agree that they will not affect or change these canals or ditches in any way (specifically including any installation of any pumps or culverts) without the written approval of the DISTRICT, with the exception of installing an irrigation withdrawal pump within the District IC-1 Canal as depicted on the attached Exhibit "A" in compliance with the pump installation schematic attached hereto as Exhibit "B" which is authorized.

7. Water. LANDOWNER obtains water from the DISTRICT which in turn obtains water from the St. Lucie Canal in accordance with its Water Use Permit referenced hereto on Exhibit "A" with, and subject to the regulations of the applicable governmental agencies including South Florida Water Management District. DISTRICT agrees that LANDOWNER may take water from the DISTRICT provided, however: (a) In no event shall LANDOWNER take more water therefrom than their Blaney Criddle allocation shown on the attached Exhibit "C". Nothing herein shall be deemed to impose any obligation on the DISTRICT to furnish water to LANDOWNER if water is for any reason not available to LANDOWNER in the DISTRICT's canals, nor shall LANDOWNER, the DISTRICT or their agents, be responsible for any or all of them or any third party to make water available to LANDOWNER. Nothing herein contained shall impose any obligation on the DISTRICT to furnish LANDOWNER with drainage for the land or with any facilities, canals or ditches for drainage or irrigation. LANDOWNER will not interfere with nor block existing drainage. If requested by the DISTRICT, the LANDOWNER shall provide monthly pumpage reports to the DISTRICT.

8. Term. The term of this Agreement between the DISTRICT and LANDOWNER shall be from July 1, 2022, through June 30, 2023, and thereafter this Agreement is subject to renewal on an annual basis for five (5) additional years under the same terms and conditions provided herein. All subject to further terms and conditions as herein set forth and specifically subject to LANDOWNER's timely payments and performance of all covenants and conditions provided herein.

9. Hold Harmless/Indemnification. The DISTRICT shall not be deemed to have assumed any liability for the negligent or wrongful acts or omissions, if any, of LANDOWNER. Nothing contained herein shall be construed as a waiver by DISTRICT of its sovereign immunity, rights, protections, privileges, and limits of liability. In the event a claim or lawsuit is brought against DISTRICT, its officers, employees, consultants, or agents, LANDOWNER agrees to indemnify and hold harmless DISTRICT its officers, employees, consultants, or agents from and against any claims, losses, demands, damages, penalties, fines, costs, expense (including without limitation reasonable attorney fees and litigation or mediation costs).

10. Termination: DISTRICT may at its sole discretion terminate this Agreement and/or initiate such legal action as it deems necessary and appropriate, if necessary, to compel LANDOWNER's payment of any and all delinquent payments due and owing the DISTRICT, it being understood and agreed that the DISTRICT's right to collect any and all outstanding and unpaid payments shall survive termination of this Agreement.

HOBE-ST. LUCIE CONSERVANCY DISTRICT

WITNESSES:

By: _____

Name: Rick Melchiori

Title: President, Board of Supervisors

LANDOWNER: Bridgeview Farms, LLC

WITNESSES:

By: _____

Name: Ed Davies

Address: 432 South Beach Road,

Hobe Sound, FL 33455

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing Durable Power of Attorney was acknowledged before me, by means of
☐ physical presence or ☐ online notarization, this _____ day of _____, 2022,
by _____, and _____, as President and
Secretary of Hobe-St. Lucie Conservancy District, (____) who is personally known to me or (____)
who has produced _____ as
identification.

(NOTARY STAMP)

Notary Public

Print Name: _____

STATE OF FLORIDA
COUNTY OF MARTIN

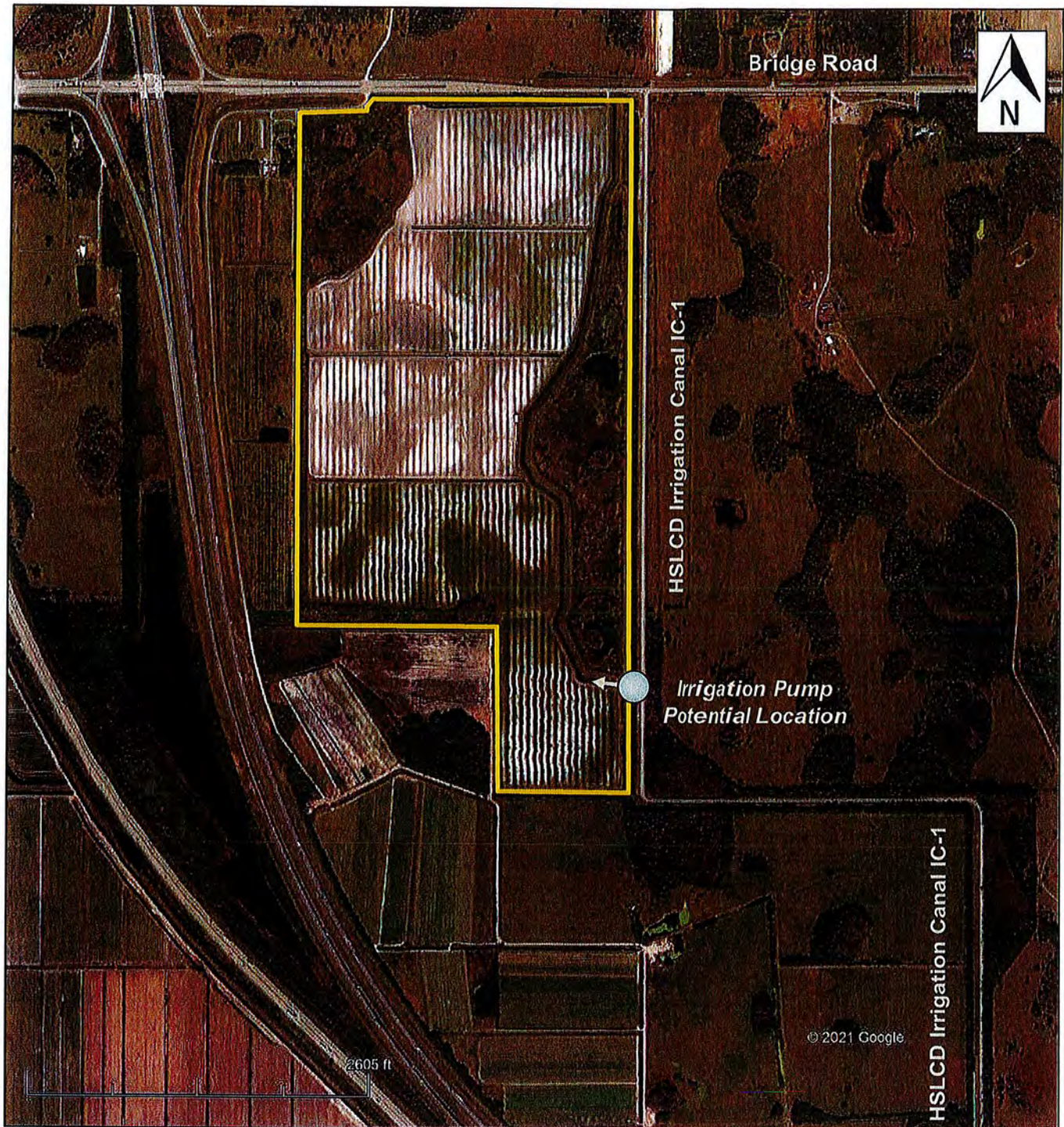
The foregoing Durable Power of Attorney was acknowledged before me, by means of
☐ physical presence or ☐ online notarization, this _____ day of _____, 2022,
by _____, (____) who is personally known to me or (____) who has
produced _____ as identification.

(NOTARY STAMP)

Notary Public

Print Name: _____

Bridgeview Farm
SFWMD Permit Nos. 43-00422-S / 43-00422-W



Note:

- For planning purposes only, subject to boundary survey and title review
- Base aerial photograph January 14, 2019

256 ± acres
S34 / T39S / R41E

Initials: PJW
04-15-21
Figure No. 1

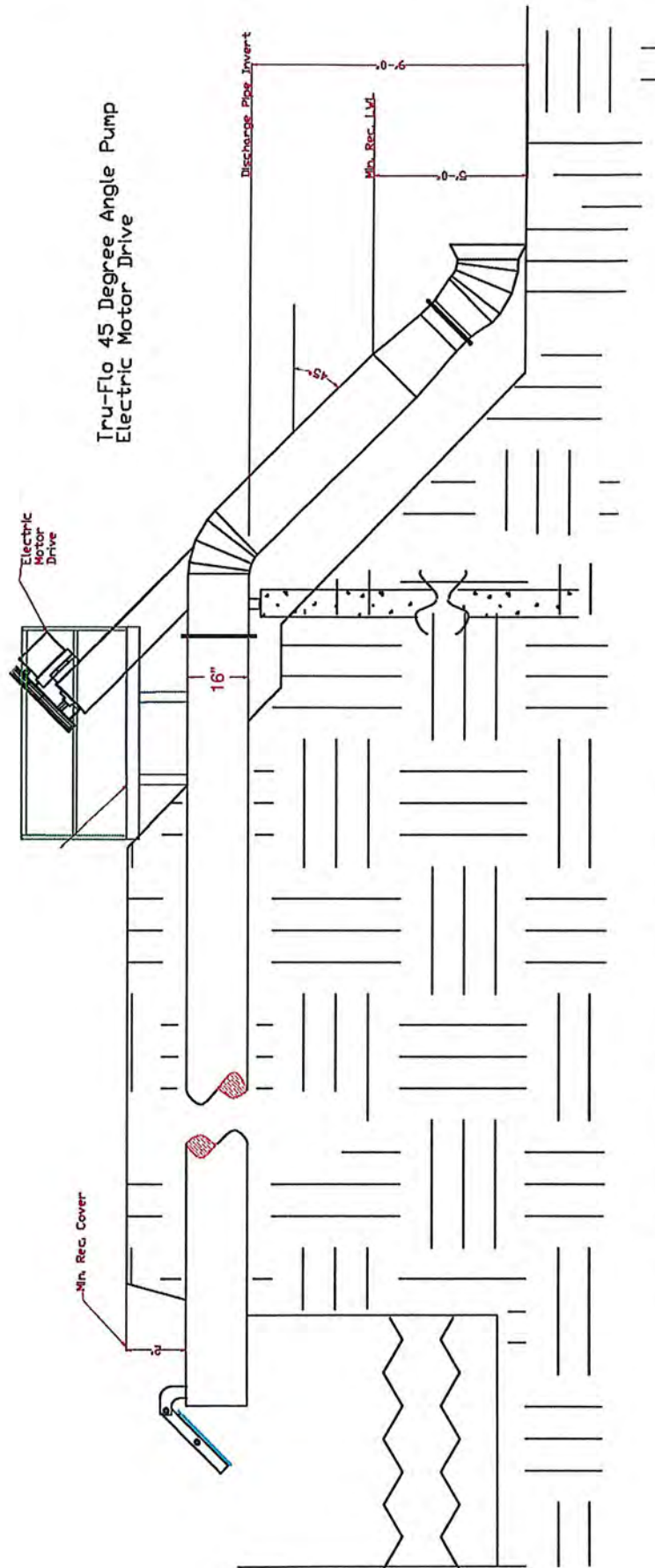
Bridgeview Farms
General Boundary
Martin County, Florida



TAC Environmental
Water Resources Consulting, Inc.

801 Maplewood Drive, Suite 8 • Jupiter, FL 33458-2436
561-743-5598 • pwhalen@TACenvironmental.net

Bridgeview Farms – Proposed Irrigation Pump Set-Up (typ.)



Note: Concrete Piling shown for pump support.
Steel Piling is adequate and more common

Note:
• Drawing Source: Tru-Flo Pumps Corporation

Initials: PJW
06-02-21
Figure 1

Bridgeview Farms
Proposed Irrigation Pump Set-Up
Martin County, Florida



TAC Environmental

Water Resources Consulting, Inc.

801 Maplewood Drive, Suite 8 • Jupiter, FL 33458-2436
561-743-5598 • pwhalen@TACenvironmental.net

Calculations Of Irrigation Requirements

APPLICATION NUMBER: 170130-1

RAINFALL STATION: Jupiter

CROP: Small Vegetables

IRRIGATION SYSTEM: Flood/Seepage

SOIL TYPE: 1.5

PARCEL ACREAGE: 167

PARCEL NAME: BRIDGEVIEW SM VEG

LAND USE: Agricultural

IRR. MULTIPLIER: 2

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
MEAN RAINFALL	3.41	2.94	4.27	3.07	5.55	7.59	5.41	6.78	8.44	8.42	3.61	2.47	61.96
EVAPOTRANSPIRATION	2.10	3.11	3.18	3.24	5.97	4.98	0.00	0.00	0.00	3.39	3.86	2.53	32.36
AVG. EFFECTIVE RAIN	1.77	1.64	2.28	1.72	3.35	4.14	0.00	0.00	0.00	4.14	2.05	1.36	22.45
DROUGHT RAINFALL	1.43	1.33	1.85	1.39	2.71	3.35	0.00	0.00	0.00	3.35	1.66	1.10	18.17
AVERAGE IRRIGATION	0.33	1.47	0.90	1.52	2.62	0.84	0.00	0.00	0.00	0.00	1.81	1.17	10.66
DROUGHT IRRIGATION	0.67	1.78	1.33	1.85	3.26	1.63	0.00	0.00	0.00	0.04	2.20	1.43	14.19

ANNUAL SUPPLEMENTAL CROP REQUIREMENT: 14.19 INCHES

ANNUAL SUPPLEMENTAL CROP WATER USE:

14.19 IN X 167 AC X 2 X 0.02715 MG/AC-IN = 128.68 MG

MAXIMUM MONTHLY SUPPLEMENTAL CROP REQUIREMENT: 3.26 INCHES

MAXIMUM MONTHLY SUPPLEMENTAL CROP WATER USE:

3.26 IN X 167 AC X 2 X 0.02715 MG/AC-IN = 29.56 MG

TOTAL ANNUAL DEMAND: 128.68 MG

TOTAL MAXIMUM MONTHLY DEMAND: 29.56 MG

THE GRASSROOTS CORPORATION

Certified General Contractor – cgc# 1517651

June 13, 2022

To: Board of Directors - Hobe St. Lucie Conservancy District

Due to the rising costs of fuel, vehicles, insurance, etc., as well as the increasing scope of work, I am requesting a \$500.00 a month increase in our field management services contract.

Thank you for your consideration in this matter.

**Ray Spear
Owner, The Grassroots Corporation**