



**HOBE-ST. LUCIE
CONSERVANCY DISTRICT**

MARTIN COUNTY

**REGULAR BOARD OF SUPERVISORS MEETING
& PUBLIC HEARING
APRIL 24, 2024
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
Conference Room at Becker Tree Farm
2400 SE Bridge Road
Hobe Sound, Florida 33455
REGULAR BOARD OF SUPERVISORS MEETING
& PUBLIC HEARING
April 24, 2024
9:30 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. March 27, 2024 Regular Board of Supervisors Meeting Minutes.....Page 2
- G. Public Hearing
 - 1. Proof of Publication.....Page 8
 - 2. Receive Public Comments on Third Amended Water Control Plan for Hobe-St. Lucie Conservancy District Unit No. 1
 - 3. Consider Resolution No. 2024-07 – Approving Third Amended Water Control Plan for Hobe-St. Lucie Conservancy District Unit No. 1.....Page 9
- H. Old Business
 - 1. Status Update Regarding RG Reserve Pipe Permit
- I. New Business
 - 1. Consider Approval of First Amendment to the Landowners’ Agreement.....Page 10
 - 2. Consider Approval of Unit 1A Blanket Water Management Easement.....Page 11
- J. Administrative Matters
 - 1. Engineer’s Report
 - 2. Attorney’s Report
 - 3. Manager’s Report
 - 4. Field Operations Report
- K. Board Members Comments
- L. Adjourn



Florida

GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Laura Archer
Peter Pimentel
Hobe-St. Lucie Conservancy District
2501 Burns RD # A
Palm Beach Gardens FL 33410-5207

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

10/13/2023

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 10/13/2023

Legal Clerk

Notary, State of WI, County of Brown

10-25-26

My commission expires

Publication Cost: \$147.00
Order No: 9389027 # of Copies:
Customer No: 1126167 1
PO #: Reg mtg 2023-2024

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance

HOBE-ST. LUCIE
CONSERVANCY DISTRICT
FISCAL YEAR 2023/2024
REGULAR MEETING SCHEDULE
NOTICE IS HEREBY GIVEN that
the Board of Supervisors of the
Hobe-St. Lucie Conservancy District
will hold Regular Meetings in the
Conference Room at Becker Tree
Farm located at 2400 SE Bridge
Road, Hobe Sound, Florida 33455 at
9:30 a.m. on the following dates:
October 25, 2023
November 15, 2023
December 13, 2023
January 24, 2024
February 28, 2024
March 27, 2024
April 24, 2024
May 22, 2024
June 26, 2024
July 24, 2024
August 28, 2024
September 25, 2024

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 10/13/23
#9389027

RYAN SPELLER
Notary Public
State of Wisconsin

MINUTES OF THE BOARD OF SUPERVISORS MEETING
OF HOBE-ST. LUCIE CONSERVANCY DISTRICT
March 27, 2024

Pursuant to the above Notice, the Board of Supervisors of Hobe-St. Lucie Conservancy District held its Board of Supervisors Meeting on March 27, 2024, at 9:30 A.M. at the Becker Tree Farm & Nursery located at 2400 SE Bridge Road, Hobe Sound, Florida 33455.

Present were Rick Melchiori, Edward Weinberg and Robert Brown, (vis telephone), 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 and Secretary. Also in attendance was Mr. Ray Spear of The Grassroots Corp., Mr. Paul Whalen, Mr. Curtis Love and John Haluska, Mr. Brett Sealy of MBS Capital Markets, LLC and Denise Ganz of Holland & Knight LLP (Bond Counsel).

A. CALL TO ORDER

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

B. PROOF OF PUBLICATION

C. ESTABLISHMENT OF QUORUM

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

D. ADDITIONS OR DELETIONS TO AGENDA

None.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

None.

F. APPROVAL OF MINUTES

A motion was made by Mr. Weinberg, seconded by Mr. Melchiori and unanimously passed approving the Minutes of the February 28, 2024 Board of Supervisors Board Meeting.

G. OLD BUSINESS

1. Status Update Regarding RG Reserve Pipe Permit Application

The District Engineer indicated he had previously reached out to the Consultant of RG Reserve who was putting together a plan for the Engineer's review. The District Engineer indicated the need for RG Reserve to pay for the District's review and the adverse effects resulting from the washout of the structure. The District Engineer indicated the previous damage to the District Facilities could occur again including seepage into the District's Canal.

The District Engineer reported he had followed up with SFWMD after re-sending the demand letter to SFWMD relating to any permits for mitigation as well as the Mitigation Bank security. The District Engineer reported SFWMD had not responded relating to the Mitigation Bank Security.

The District Engineer further explained he had coordinated with Don Barnes of SMG who was representing one of the additional parcels. He explained he had met with Mr. Barnes whose client was looking to sell the property. SFWMD is aware of the issue. The District Engineer confirmed he will follow up on this matter.

H. NEW BUSINESS

1. Consider Resolution 2024-04 Amending and Restating in its Entirety Resolution No. 2023-05.

The District's Bond Counsel, Denise Ganz, presented the Master Bond Resolution 2024-04, which allowed for bonds to be issued for Unit No. 1A. She explained the Resolution set the stage for the future adoption of supplemental bonds and that the Bonds were validated October 3, 2023.

A motion was made by Ed Weinberg, seconded by Rick Melchiori and passed approving Resolution 2024-04, subject to Legal and Engineering review, as follows:

AMENDED AND RESTATED RESOLUTION NO. 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HOBE-ST. LUCIE CONSERVANCY DISTRICT AMENDING AND RESTATING IN ITS ENTIRETY RESOLUTION NO. 2023-05

(Copy filed in District Records)

Mr. Melchiori and Mr. Weinburg announced a Conflict of Interest. Form 8B filed in the District Records.

2. Consider Resolution 2024-05 Initially Adopting an Amended and Restated Award Resolution

Attorney Ganz explained Resolution 2024-05 authorizes the District to proceed with Issue of the Unit 1A Bonds setting forth the parameters for the details of the documents and sale of the bonds to the underwriter MBS Capital Markets, LLC and providing the form of a Bond Purchase Agreement in an amount not to exceed Seventy-Two Million (Series 2024).

The Resolution further outlined the preparation and authorization of a Preliminary Limited Offering Memorandum and Limited Offering Memorandum in connection with the issuance of the Series 2024 Bond; the appointment of the Bank of New York Mellon Trust Company, NA as Trustee for the Bonds' Certificate of the District Engineer relating to the public infrastructure improvements described in the Plan of Improvements and sets forth the details of the subject Series 2024 Bonds.

AMENDED AND RESTATED RESOLUTION NO. 2024-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF HOBE-ST. LUCIE CONSERVANCY DISTRICT AMENDING AND RESTATING, IN ITS ENTIRETY, RESOLUTION NO. 2023-06 ADOPTED BY THE BOARD OF SUPERVISORS ON OCTOBER 25, 2023; AUTHORIZING THE ISSUANCE OF NOT EXCEEDING \$72,000,000.00 AGGREGATE PRINCIPAL AMOUNT OF THE DISTRICT'S IMPROVEMENT BONDS, UNIT OF DEVELOPMENT NO 1A, SERIES 2024; PROVIDING A METHOD TO DETERMINE THE PRINCIPAL AMOUNT, INTEREST RATES, MATURITY SCHEDULE AND REDEMPTION PROVISIONS FOR SUCH SERIES 2024 BONDS; PROVING A METHOD FOR AWARDDING THE SALE OF SERIES 2024 BONDS TO THE UNDERWRITER AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH; AUTHORIZING THE PREPARATION AND USE OF A PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINAL LIMITED OFFERING MEMORANDUM AND A BOND PURCHASE AGREEMENT; APPOINTING A TRUSTEE FOR THE SERIES 2024 BONDS; SUPPLEMENTING CERTAIN PROVISIONS OF AMENDED AND RESTATED RESOLUTION NO. 2024-04 OF THE DISTRICT; AUTHORIZING AND DIRECTING

CERTAIN OFFICIALS OF THE DISTRICT TO TAKE ALL ACTION REQUIRED IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2024 BONDS; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2024 BONDS; AND PROVIDING AN EFFECTIVE DATE.

(Copy filed in District Records)

A motion was made by Mr. Weinberg, seconded by Mr. Brown and unanimously passed, approving Resolution 2024-05, subject to Legal and Engineering Review.

Mr. Melchiori and Mr. Weinburg announced a Conflict of Interest. Form 8B filed in the District Records.

3. Consider Adoption of the Following Agreements and Releases:

- a. Termination of (Existing) HL Maintenance Agreement between HSLCD & Becker B-14 Grove Ltd.
- b. Termination of (Existing) HL Maintenance Agreement between HSLCD & Hobe Sound Equestrian LLC
- c. Release and Termination of Easements (easements in Unit 1 will be replaced by dedicated easements on Plat of Discovery PUD)
- d. High Level Maintenance Agreement between HSLCD & Discovery Hobe Sound Investors LLC & Atlantic Fields Master Assn. Inc. (excludes irrigation)

(Copy filed in District Records)

A motion was made by Mr. Weinberg, seconded by Mr. Brown and unanimously passed, approving the following Agreements and Releases subject to Legal and Engineering Review:

- a. Termination of (Existing) HL Maintenance Agreement between HSLCD & Becker B-14 Grove Ltd.
- b. Termination of (Existing) HL Maintenance Agreement between HSLCD & Hobe Sound Equestrian LLC
- c. Release and Termination of Easements (easements in Unit 1 will be replaced by dedicated easements on Plat of Discovery PUD)
- d. High Level Maintenance Agreement between HSLCD & Discovery Hobe Sound Investors LLC & Atlantic Fields Master Assn. Inc. (excludes irrigation)

(Copy filed in District Records)

Mr. Melchiori and Mr. Weinburg announced a Conflict of Interest. Form 8B filed in the District Records.

4. Consider Resolution No. 2024-06 Designating Authorized Representatives to Execute Plats, and Execute Instruments

A motion was made by Mr. Weinberg, seconded by Mr. Brown and unanimously passed, approving Resolution 2024-06, subject to Legal and Engineering review as follows:

RESOLUTION NO. 2024-06

RESOLUTION OF THE BOARD OF SUPERVISORS OF HOBE-ST. LUCIE CONSERVANCY DISTRICT, DESIGNATING AUTHORIZED REPRESENTATIVES TO EXECUTE PLATS, AND EXECUTE INSTRUMENTS CONTAINING THE ACCEPTANCE OF INTERESTS IN REAL PROPERTY ON BEHALF OF THE DISTRICT

(Copy filed in District Records)

Mr. Melchiori and Mr. Weinburg announced a Conflict of Interest. Form 8B filed in the District Records.

J. ADMINISTRATIVE MATTERS

1. District Engineer's Report

The District Engineer commented on the District's operations and matters as they appeared on the Agenda.

The District Engineer reported Mr. Barnes is requesting permission to line the Irrigation Canal. The Board discussed what was needed to provide discharge.

The District Engineer further commented on the power to the Pasture Pump located on SFWMD lands. He indicated he would follow up with Mr. Ray Palmer (SFWMD).

2. District Attorney's Report

The District Attorney reported on matters as they appeared on the Agenda.

The District Attorney reported on coordinating with the Martin County Property Appraiser relating to the collection of the Districts Non-Ad Valorem Assessments for Unit No. 1A.

3. Manager's Report

The District Manger reported on matters as they appeared on the Agenda.

He further reported that the District was waiting for reporting details on Supervisor Ethics

Training and the filing of the Financial Disclosure Form 1.

The District Manager reported on the Status of FDEP relating to Unit No. 3

4. Field Operations Report

Mr. Spear commented on field operations and coordination with FPL for service.

He explained FPL had showed up on the site which the District was awaiting the connection of electricity to the pump. He reported the generator is now on.

K. BOARD MEMBERS COMMENTS

None.

NEXT MEETING

The Board confirmed the April Board Meeting would be held on April 24, 2024, at the Becker Tree Farm Conference Room.

L. ADJOURN

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

President

Secretary

HOBE-ST. LUCIE CONSERVANCY DISTRICT
NOTICE OF FILING ENGINEERS REPORT AND
FINAL PUBLIC HEARING THEREON FOR
THE THIRD AMENDED WATER CONTROL PLAN FOR
HOBE-ST. LUCIE CONSERVANCY DISTRICT UNIT NO. 1

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

SEE BELOW EXHIBIT A

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 Third Amended Water Control Plan for Unit of Development No. 1, whether within or without the limits of the District and under the proposed Third Amended Water Control Plan for Unit of Development No. 1, filed said Engineers Report on the 12th day of November 2021, as may be amended or supplemented, 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 Engineers Report and file written objections with the Secretary of the District to all, or any part thereof, on or before April 18, 2024. The Engineers Report recommends or finds that there are no damages and that the benefit to the Property as a result of implementation of said Third Amended Water Control Plan for Unit of Development No. 1 is \$533,316.00, which benefit amount will be allocated and apportioned in accordance with the provisions and procedures set forth in the Engineers Report. A final Public Hearing to consider approval of the Engineers Report and proposed Third Amended Water Control Plan for Hobe-St. Lucie Conservancy District Unit of Development No. 1 shall be held at the Conference Room at Becker Tree Farm, located at 2400 SE Bridge Road, Hobe Sound, Florida 33455 at 9:30 A.M. on April 24, 2024.

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.

EXHIBIT A

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

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

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

HOBE-ST. LUCIE CONSERVANCY DISTRICT

www.hobestluciecd.org

Pub: March 22 & 29, 2024

TCN9979731

**CONSIDER RESOLUTION NO. 2024-07
APPROVING THIRD AMENDED WATER
CONTROL PLAN FOR HOBE-ST. LUCIE
CONSERVANCY DISTRICT UNIT NO. 1**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

**CONSIDER APPROVAL OF FIRST AMENDMENT
TO THE LANDOWNERS' AGREEMENT**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

This Instrument Prepared by
and to be Returned to:

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

EASEMENT

THIS EASEMENT (the "Easement") shall be effective as the _____ day of _____, 2024, (the "Effective Date") and is being granted by **DISCOVERY HOBE SOUND INVESTORS, LLC**, a Delaware limited liability company, whose street address is 14605 North 73rd Street Scottsdale, Arizona 85260 (hereinafter referred to as the "Grantor"), to **HOBE-ST. LUCIE CONSERVANCY DISTRICT**, an independent special district of the State of Florida (hereinafter referred to as the "District") whose street address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410

W I T N E S S E T H:

WHEREAS, Grantor is the fee title owner of certain real property located in Martin County, Florida, the legal description of which is set forth in attached Exhibit "A" and hereinafter referred to as the "Property"; and

WHEREAS, the District intends to acquire, implement, install, construct, repair, replace, enlarge, remove, upgrade, operate and/or maintain those public works and facilities authorized in its Unit of Development No. 1A Water Control Plan, as has been or may in the future be amended and supplemented (the "Public Improvements") which are located in, over, under, upon and within the Property; and

WHEREAS, in order for the District to implement, install, construct, repair, replace, enlarge, remove, upgrade, operate and/or maintain such Public Improvements, the Grantor hereby grants to the District the herein described Easements and construction authorizations in, over, under, upon and within the Property; and

WHEREAS, the District is willing to release and terminate this Easement when the Discovery P.U.D. Plat (that contains dedications to the District of such new easements as specified and accepted by the District within its Unit of Developments No. 1 and 1A as evidenced by the District's execution of such plat) is recorded in the Official Records of Martin County, Florida.

NOW, THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The above recitals are deemed true and correct and are incorporated into this Easement and made a part hereof.

SECTION 2. INGRESS AND EGRESS EASEMENT. The Grantor does hereby grant to the District, and its authorized successors or assigns, a perpetual unobstructed and nonexclusive ingress and egress easement in, over, under, upon and within the Property for the purpose of providing ingress and egress for pedestrian vehicular and/or equipment usage, including storage and parking, by the District, together with its authorized employees, contractors, suppliers, consultants, licensees and agents for the construction, management, operation, maintenance, repair, replacement, removal, enlargement and/or upgrade of the for the purpose of providing ingress and egress for pedestrian vehicular and/or equipment usage, including storage and parking, by the District, together with its authorized employees, contractors, suppliers, consultants, licensees and agents for the construction, management, operation, maintenance, repair, replacement, removal, enlargement and/or upgrade of the Public Improvements, including necessary and associated facilities, systems, structures, works and utilities located in, over, under, upon and within the Property.

SECTION 3. CONSTRUCTION/IMPLEMENTATION EASEMENT. The Grantor does hereby grant to the District a perpetual easement in, over, under, upon and within the Property for the implementation, installation, construction, repair, replacement, removal, enlargement, upgrade, operation and/or relating maintenance of the Public Improvements, including associated appurtenances and utilities, if any, required or relating thereto.

SECTION 4. EXCLUSIVITY OF EASEMENTS. To the extent the Easement granted herein intersects or coincides with other easements created and granted by the Grantor over the Property to any other governmental agency, utility or cable company prior to the effective date of this Easement, then, except to the extent hereinafter set forth in this Section, the Easement granted herein to the District shall be on a nonexclusive basis.

However, to the extent that the District implements, constructs or installs any Public Improvements or associated appurtenant works in, over, under, upon or within any portion of the Property, the associated Easement granted herein to the District as to that portion of the Property shall be an exclusive and perpetual easement and any individual or entity wishing to connect to, modify, install any improvement therein, or in any other manner affect said Easement area or the Public Improvements (including associated appurtenant works and utilities) located therein or thereon shall be required to obtain a permit from the District prior to implementation, installation or construction of any such activity or works.

SECTION 5. RELEASE OR TERMINATION OF EASEMENT.

A. A material provision to this Easement is the agreement between the parties that in the event the District should subsequently determine that it no longer requires all or any portion of the Easement granted hereunder to carry out its lawful duties, functions and responsibilities, then in such event said Easement or any portion thereof, as the case may be, which is no longer required by the District shall terminate and the Property or portion thereof otherwise so encumbered by said Easement shall be released without the requirement for payment of any consideration for said release by or from the Grantor; provided, however, that unless otherwise provided herein, such termination and release of the Easement or portion thereof by the District shall not be effective until such time as the District has received a written request from the Grantor for the

above-described determination of need and the recording in the Public Records of Martin County, Florida, of a release, termination or other appropriate document executed by the District for the Easement or portion thereof which is being released.

B. Notwithstanding any other provision of this instrument, the Easement granted herein shall automatically terminate and be of no further force or effect without further action by the District upon recording in the Official Records of Martin County, Florida, of the Plat of Discovery P.U.D. containing dedications to the District of such new easements as specified and accepted by the District within its Unit of Developments No. 1 and 1A as evidenced by the District's execution of such plat.

SECTION 6. RELEASE OF EASEMENT BY PLAT. All or any portion of the Property shall be released from the herein granted Easement upon the recording of a subdivision plat applicable to said Property or portion thereof in the Public Records of Martin County, Florida, provided that said subdivision plat has been signed by the District.

SECTION 7. ASSIGNMENT. The District agrees that it shall not sell, assign or transfer any of the Easement, authorizations or rights created hereunder, either directly or indirectly, without the prior written consent of Grantor and any attempt to do so shall be null and void; provided, however, that this prohibition shall not apply to an assignment or transfer to any other governmental agency.

SECTION 8. USAGE OF EASEMENT. The Grantor does hereby agree that the District may allow its employees, consultants, agents and contractors to use the Easement and authorizations granted herein.

SECTION 9. JOINDER AND SUBORDINATION. Grantor does hereby agree to provide to the District in recordable form a joinder and subordination agreement, or if requested by the District a full release, executed by any and all mortgagees, property owners, creditors, lienors, or holders of any security interest which encumber the Property that is subject to the Easement and authorizations granted herein.

SECTION 10. WARRANTY OF TITLE. Grantor does hereby fully warrant the title to the Property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, and that Grantor has good right and lawful authority to grant the Easement and authorizations as set forth herein.

SECTION 11. EFFECTIVE DATE. This Easement shall be effective as of the last date it has been signed by all parties hereto.

SECTION 12. SUCCESSORS AND ASSIGNS. Where the context of this Easement allows or permits, the terms "Grantor" and "District" shall also include said parties, together with their successors and assigns.

SECTION 13. PARTIES BOUND BY AGREEMENT. This Easement, including all rights, authorizations, warranties and agreements given or granted herein, shall be binding upon and shall enure to the extent applicable to the benefit of the Grantor and District, together with their respective successors and assigns, and shall be deemed perpetual covenants that run with the land.

SECTION 14. MODIFICATIONS. Any modification of this Easement shall be binding only if evidenced in a written instrument signed by each party in such format that is recorded in the Official Records of Martin County, Florida.

SECTION 15. ENFORCEMENT. In the event of any controversy, claim or dispute relating to this Easement or its breach, the prevailing party shall be entitled to recover reasonable attorney's fees, costs, including appellate, and mediation.

SECTION 16. GOVERNING LAW AND VENUE. The Easement, warranties, authorizations and agreements contained herein shall be governed by the laws of the State of Florida as now and hereafter in force. Further, the venue of any litigation arising out of this Easement shall be exclusively in the Seventeenth Judicial Circuit in and for Martin County, Florida.

SECTION 17. NOTICES. Any notice provided for or concerning this Easement shall be in writing and shall be deemed sufficiently given when sent by prepaid certified or registered mail to the respective address of each party as set forth at the beginning of this Easement or at any subsequent address for either of the parties or their successors and assigns following notice of an address change.

IN WITNESS WHEREOF, the undersigned have signed and sealed this Easement as of the day and year hereinafter set forth.

**[BALANCE OF PAGE WAS INTENTIONALLY LEFT BLANK WITH
ATTACHED SIGNATURE PAGES]**

EXECUTED BY GRANTOR this _____ day of _____, 2024.

Signed, sealed, and delivered
in the presence of:

(Witness Signature)

**DISCOVERY HOBE SOUND INVESTORS,
LLC,** a Delaware limited liability company

(Print Name)

Post Office Address:

By: _____

Joseph Arenson,
Vice President

(Witness Signature)

(Print Name)

Post Office Address:

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 2024, before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public

EXECUTED BY DISTRICT this _____ day of _____, 2024.

ATTEST:

**HOBE-ST. LUCIE CONSERVANCY
DISTRICT,**
an independent special district of the State
of Florida

By: _____
Mary M. Viator, Secretary

By: _____
Rick Melchiori
Title: President

[DISTRICT SEAL]

WITNESSES:

Print Name: _____

Post Office Address:

Print Name: _____

Post Office Address:

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of [] physical presence or an [] online notarization this _____ day of _____, 2024, by Rick Melchiori, as President of HOBE ST.-LUCIE CONSERVANCY DISTRICT, an independent special district of the State of Florida, on behalf of the said District, who is [] personally known to me or has produced _____ as identification.

[NOTARIAL SEAL]

 Print
Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

EXHIBIT "A"
Legal Description of Property

ALL OF TRACT "A" AND TRACT "D", GROVE GOLF CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 17, PAGE 78 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

TOGETHER WITH:

ALL OF HOBE SOUND POLO CLUB, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 16, PAGE 78 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA.

SAID LANDS CONTAIN 1530.89 ACRES, MORE OR LESS.

**JOINDER AND CONSENT OF MORTGAGEE
TO THE BLANKET WATER MANAGEMENT ACCESS EASEMENT**

This Joinder and Consent is made and entered into this _____ day of _____, 2024, by **BECKER B-14 GROVE, LTD.**, a Florida limited partnership and **HOBE SOUND EQUESTRIAN, LLC**, a Florida limited liability company (collectively, "Mortgagee"), whose address is 1701 Highway A-1-A, Suite 204, Vero Beach, Florida 32963 Attn: Thomas W. Hurley.

A. Mortgagee is the owner and holder of that certain Mortgage dated as of October 19, 2023, executed by Discovery Hobe Sound Investors, LLC ("Declarant") for the benefit of Mortgagee, and recorded in Official Records Book 3402 Page 1744 of the Public Records of Martin County, Florida ("Public Records"), is the secured party under a UCC-1 Financing Statement recorded in the Public Records at Official Record Book 3402, Page 1766 on October 19, 2023 and a UCC-1 Financing Statement filed in the Florida Secured Transaction Registry as File Number 202302880167 on October 19, 2023, and other loan documents executed in connection with the loan secured by such mortgage (collectively, "Mortgage");

B. The Mortgage encumbers the land and the improvements located thereon, inclusive of the Easement to which this Joinder and Consent is attached; and

C. Mortgagee has agreed to consent to the execution and recording of this Easement.

Mortgagee agrees as follows:

1. Mortgagee consents to the execution and recording of the Easement.
2. This Joinder and Consent shall apply and be effective solely to the Easement described herein, and nothing herein contained shall otherwise affect, alter, or modify in any manner whatsoever the terms and conditions, lien, operation, effect, and priority of the Mortgage as to the Easement and the other land and improvements encumbered by the Mortgage.
3. The Mortgagee hereby agrees that its Mortgage, Mortgage note and any amendments thereto and associated security documents which by way of example but not limitation may include security agreements, assignments of lease and rents, fixture filings and collateral assignments of developer's rights, shall be subject to the attached Easement and that the lien and operation of the Mortgage, Mortgage note and such security documents are subordinate to said Easement.
4. The execution of this Joinder and Consent by the Mortgagee is not intended to and shall not diminish the obligations of the Declarant under the Mortgage; excuse Declarant from any liability for failure to perform any such obligation; or impair any of the undersigned's rights against Declarant under the Mortgage.

In witness whereof, Mortgagee has caused this instrument to be executed by its duly authorized signatories as of the date first above written.

Signed, sealed, and delivered
in the presence of:

BECKER B-14 GROVE, LTD.,
a Florida limited partnership

By: Becker Sisters Management, LLC,
a Florida limited liability company,
its General Partner

By: _____
Thomas W. Hurley, Manager

(Witness Signature)

(Print Name)

Post Office Address:

(Witness Signature)

(Print Name)

Post Office Address:

(Witness Signature)

(Print Name)

Post Office Address:

(Witness Signature)

(Print Name)

Post Office Address:

By: _____
Richard E. Hurley, Manager

(Witness Signature)

By: _____
R. Scott Hurley, Manager

(Print Name)

Post Office Address:

(Witness Signature)

(Print Name)

Post Office Address:

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, ____, by Thomas W. Hurley as Manager of Becker Sisters Management, LLC, a Florida limited liability company, General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership, on behalf of the company and partnership, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, ____, by Richard E. Hurley as Manager of Becker Sisters Management, LLC, a Florida limited liability company, General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership, on behalf of the company and partnership, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, _____, by R. Scott Hurley as Manager of Becker Sisters Management, LLC, a Florida limited liability company, General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership, on behalf of the company and partnership, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

Signed, sealed, and delivered
in the presence of:

HOBE SOUND EQUESTRIAN, LLC,
a Florida limited liability company

By: Becker B-14 Grove, Ltd.
Its: Managing Member

By: Becker Sisters Management, LLC,
a Florida limited liability company,
its General Partner

By: _____
Thomas W. Hurley, Manager

(Witness Signature)

(Print Name)

Post Office Address:

(Witness Signature)

(Print Name)

Post Office Address:

(Witness Signature)

(Print Name)

Post Office Address:

(Witness Signature)

(Print Name)

Post Office Address:

By: _____
Richard E. Hurley, Manager

(Witness Signature)

By: _____
R. Scott Hurley, Manager

(Print Name)

Post Office Address:

(Witness Signature)

(Print Name)

Post Office Address:

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, ____, by Thomas W. Hurley as Manager of Becker Sisters Management, LLC, a Florida limited liability company, General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership, the Managing Member of Hobe Sound Equestrian, LLC, a Florida limited liability company, on behalf of the companies and partnership, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name:
Notary Public, State of Florida
Commission #:
My Commission Expires: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, ____, by Richard E. Hurley as Manager of Becker Sisters Management, LLC, a Florida limited liability company, General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership, the Managing Member of Hobe Sound Equestrian, LLC, a Florida limited liability company, on behalf of the companies and partnership, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____

STATE OF FLORIDA)
) ss:
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, ____, by R. Scott Hurley as Manager of Becker Sisters Management, LLC, a Florida limited liability company, General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership, the Managing Member of Hobe Sound Equestrian, LLC, a Florida limited liability company, on behalf of the companies and partnership, who is personally known to me or who has produced _____ as identification.

[NOTARIAL SEAL]

Print Name: _____
Notary Public, State of Florida
Commission #: _____
My Commission Expires: _____