



**HOBE-ST. LUCIE
CONSERVANCY DISTRICT**

MARTIN COUNTY

**LANDOWNERS' MEETING &
REGULAR BOARD OF SUPERVISORS MEETING
JUNE 12, 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
Hobe Sound Polo Club
2935 SE Bridge Road
Hobe Sound, Florida 33455
LANDOWNERS' MEETING
June 12, 2024
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 28, 2023 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

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 12, 2024, at 9:30 a.m., or as soon thereafter as can be heard, in the Conference Room of Beacker Tree Farm located at 2400 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 Districts website (www.hobestluciecd.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 forty-eight (48) hours prior to the date of the meeting.

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

HOBE-ST. LUCIE CONSERVANCY DISTRICT

www.hobestluciecd.org

Pub: May 23 & 30, 2024

TCN10192785

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 28, 2023

Pursuant to the above Notice published in The Stuart News on June 6, 2023 and June 13, 2023, the Annual Landowners' Meeting of Hobe-St. Lucie Conservancy District was held on June 28, 2023 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 28, 2023, 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, Stuart 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. The Attorney explained there was an inquiry regarding remote participation of proxy holders. The District would need to authorized said procedures to do so.

There being no further discussion, the Election Procedures were unanimously adopted, as amended, to include remote participation of proxy holders.

ELECTION OF SUPERVISOR:

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

The term of Mr. Rick Melchiori expires as of this meeting.

Nominations:

Mr. Melchiori was nominated.

Mr. Paul Whalen was also nominated.

There being no further nominations, nominations were closed.

The landowners cast their ballots as follows:

Mr. Rick Melchiori received 5381 votes.

Mr. Paul Whalen received 3084 votes;

There being no objections, Mr. Melchiori was elected as Supervisor to serve a three-year term expiring in 2026.

APPROVAL OF MINUTES:

The Minutes of the Annual Landowners Meeting held on June 22, 2022 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 12, 2024 at 9:30 a.m. at the Conference Room, Becker Tree Farm, 2400 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 (2023), 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 12, 2024

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
Conference Room at Becker Tree Farm
2400 SE Bridge Road
Hobe Sound, Florida 33455
REGULAR BOARD OF SUPERVISORS MEETING
June 12, 2024
9:30 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 11
- 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 24, 2024 Regular Board of Supervisors Meeting & Public Hearing Minutes.....Page 12
- J. Old Business
 - 1. Status Update Regarding RG Reserve Pipe Permit
- K. New Business
 - 1. Consider Disbursement Approval # 1.....Page 17
 - 2. Discussion Regarding Access to Elise J Property.....Page 24
 - 3. Consider Resolution No. 2024-08 – Adopting a Fiscal Year 2024/2025 Budget.....Page 42
 - 4. Consider Resolution No. 2024-09 – Adopting a Fiscal Year 2024/2025 Meeting Schedule.....Page 44
- L. Administrative Matters
 - 1. Engineer’s Report
 - 2. Attorney’s Report
 - 3. Manager’s Report
 - 4. Field Operations Report
- M. Board Members Comments
- N. Adjourn

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

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1. To elect one Supervisor;
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HOBE-ST. LUCIE CONSERVANCY DISTRICT

www.hobestluciecd.org

Pub: May 23 & 30, 2024

TCN10192785

MINUTES OF THE BOARD OF SUPERVISORS MEETING
OF HOBE-ST. LUCIE CONSERVANCY DISTRICT
APRIL 24, 2024

Pursuant to the above Notice, the Board of Supervisors of Hobe-St. Lucie Conservancy District held its Board of Supervisors Meeting on April 24, 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, 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, Denise Ganz of Holland & Knight LLP (Bond Counsel) and Sara Zare (via telephone) of MBS Capital Markets, LLC.

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 March 27, 2024 Board of Supervisors Board Meeting.

G. PUBLIC HEARING

1. Proof of Publication: The Proof of Publication of the Public Hearing was presented.
2. Receive Public Comments on the Third Amended Water Control Plan and Report of Engineer for Hobe-St. Lucie Conservancy District for Unit 1.

The President announced that it was appropriate to hold a Public Hearing to Consider Approving the Third Amended Water Control Plan and Report of Engineer for Hobe-St. Lucie Conservancy District Unit of Development No. 1.

There were no comments from the Public.

3. Consider Resolution 2024-07 Approving the Third Amended Water Control Plan and Report of Engineer for Unit of Development No. 1

The District Engineer presented the Proposed Third Amended Water Control Plan and Report of Engineer for Unit of Development No. 1. He explained the Third Amended Water Control Plan modifies the Unit of Development No. 1. HSLCD improvements/facilities currently operated and/or maintained by HSLCD.

A motion was made by Robert Brown, seconded by Ed Weinberg and passed approving the following Resolution 2027-07:

RESOLUTION 2024-07

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

(Copy filed in District Records)

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

H. 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 Approval of First Amendment to the Landowners Agreement for Unit of Development No. 1A

The District Manager presented the First Amendment to the Landowners Agreement for Unit 1A. The purpose of the Amendment was to ensure completion by the Landowners of the Amended and Restated Water Control Plan for Unit of Development No. 1A.

A motion was made by Mr. Weinberg, seconded by Mr. Brown and unanimously passed, approving the First Amendment to the Landowners Agreement for Unit of Development No. 1A.

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

2. Consider Approval of Unit No. 1A Blanket Water Management Easement:

The proposed Unit 1A Blanket Water Management Easement was presented. It was explained the Plat will not be amended until the end of May. The Blanket Water Management Easement will be recorded and will automatically be extinguished upon recording of the Plat.

(Copy filed in District Records)

A motion was made by Mr. Weinberg, seconded by Mr. Brown and unanimously passed, approving the Unit No. 1A Blanket Water Management Easement.

(Copy filed in District Records)

Mr. Melchiori and Mr. Weinberg 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 further commented on the power to the Pasture Pump located on SFWMD lands. He advised he had toured the Atlantic Fields site.

2. District Attorney's Report

The District Attorney reported on matters as they appeared on the Agenda. She further commented on the status of the Bond Financing for the 2024 Bond Series for Unit of Development 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 new Financial Disclosure Form 1 on the State Website.

4. Field Operations Report

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

is done. The District is waiting for the transfer and anticipated completion on Friday to the Pasture Pump.

Mr. Spears commented on Rolling Sands lining of the irrigation canal.

K. BOARD MEMBERS COMMENTS

None.

NEXT MEETING

The Board confirmed the June Annual Meeting and Board Meeting would be held on June 12, 2024, at the Becker Tree Farm Conference Room. The May Board of Supervisors Meeting for May 27, 2024 was cancelled.

L. ADJOURN

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

President

Secretary

DISBURSEMENT APPROVAL FOR SERIES 2024 PROJECT ACCOUNT

The Bank of New York Mellon Trust Company, N.A., as trustee
Attention: Corporate Trust Department

Re: \$60,370,000.00 Hobe-St. Lucie Conservancy District, Improvement Bonds, Unit of
Development No. 1A, Series 2024 (the "Bonds")

Pursuant to the provisions of the Amended and Restated Resolution No. 2024-04 of Hobe-St. Lucie Conservancy District (the "Issuer") adopted March 27, 2024, as may be amended, supplemented and restated, including by Amended and Restated Resolution No. 2024-05 of the Issuer (collectively, the "Resolution"), you are hereby requested and directed to disburse from the Series 2024 Project Account 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 **1**
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):

See attached Disbursement Detail

Total Amount Due this Disbursement = \$31,158,295.54

The undersigned further certifies that:

1. This requisition is for a Cost of the Series 2024 Project payable from the Series 2024 Project Account that has not previously been paid; and
2. Each disbursement set forth above is a proper charge against the Series 2024 Project Account.

Pay from 2024 Project Fund Account # 00761908

Each disbursement set forth above is made as payment of a portion of the purchase price for the Series 2024 Project pursuant to a written agreement between the District and the other party named therein receiving payment and the undersigned represents that such agreement has not been modified or amended and is in full force and effect on the date hereof.

**HOBE-ST. LUCIE CONSERVANCY
DISTRICT**

By: _____
President, Board of Supervisors

Date: June 12, 2024

HOBE ST LUCIE CONSERVANCY DISTRICT - Series 2024
Disbursement Approval # 1 - Disbursement Detail Attachment
6/12/2024

Name of Payee	Project / Invoice / Item	Amount Payable	Total Amount
1 Atlantic Fields Development, LLC			
Wire to:			
Bank: JP Morgan Chase Bank			
Bank Address: 1111 Polaris Pkwy			
Columbus, OH 43240			
Routing #: 021000021			
Account #: 891660596			
Excavation		\$15,717,082.50	
Embankment		\$1,746,409.81	
Drainage		\$13,694,803.23	
Total Disbursement Payable			\$31,158,295.54

WIRE INFORMATION

Beneficiary: Atlantic Fields Development, LLC
14605 N 73rd St
Scottsdale, AZ 85260

Account: 891660596

Bank: JP Morgan Chase Bank
1111 Polaris Pkwy
Columbus US

ABA: 021000021

SWIFT: CHASUS33

EXHIBIT E-3

DISTRICT ENGINEER'S CERTIFICATION

**TRANSFER OF DISCOVERY HOBE SOUND INVESTOR'S
PUBLIC IMPROVEMENTS**

1. Higgins Engineering, Inc. is the District Engineer for Hobe-St Lucie Conservancy District (the "District"), which has agreed to assume ownership of certain Public Improvements (the "Public Improvements"), more particularly described in the attached Exhibit "A", constructed by Discovery Hobe Sound Investors, LLC (the "Developer") of the Discovery Hobe Sound Planned Unit Development, Martin County, Florida (the "Project").
2. The amount to be paid \$31,158,295 by the District to the Developer to purchase the Public Improvements does not exceed the lower of:
 - A. The actual cost paid by the Developer for said Public Improvements (based upon the written representations of the Developer), or
 - B. The fair market value of such Public Improvements;
3. The Public Improvements for which payment is to be made are part of the Project;
4. The Public Improvements to be conveyed to the District have been implemented, installed, and/or constructed in substantial conformity with the approved plans and specifications and Martin County Utilities Department permit.; and
5. All normally required approvals and permits for construction of the Public Improvements, or any portion thereof, have been obtained, or can reasonably be expected to be obtained, from all applicable regulatory bodies. Construction of the Public Improvements is operational, final and complete; and
6. Title to the Public Improvements may be accepted by the District.
7. I certify to the District that in my opinion based on my information, knowledge and belief, the Public Improvements being conveyed are in good condition, and are reasonably free from defects.

[Engineer's Raised Seal]



BY: _____

Robert W. Higgins
Robert W. Higgins P.E.

Its: President

Florida Registration No. # 22364

5/30/2024

Date

EXHIBIT "A"
DEVELOPER REIMBURSEMENT REQUEST

Cost Code	Work Completed	10% Retainage	Work Completed
			Less Retainage
D-E025001-110-008- Excavation	\$ 17,463,425	\$ (1,746,343)	\$ 15,717,083
D-E025001-110-009 - Embankment	\$ 1,940,455	\$ (194,046)	\$ 1,746,410
D-E025001-110-018 - Drainage - Master System	\$ 15,216,448	\$ (1,521,645)	\$ 13,694,803
<i>Total</i>	\$ 34,620,328	\$ (3,462,033)	\$ 31,158,295

Hobe-St. Lucie Conservancy District
c/o Special District Services, Inc.,
2501A Burns Road
Palm Beach Gardens, FL
22410

Date: May 28, 2024

Re: Letter from Developer Requesting Acceptance of Completed Public Improvement

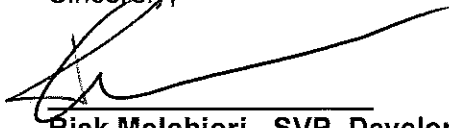
To whom it may concern:

ATLANTIC FIELDS DEVELOPMENT, LLC and DISCOVERY HOBE SOUND INVESTORS, LLC, Delaware limited liability companies registered to do business in the State of Florida (hereafter referred to individually or together as the "Developer") desires to convey to the HOBE-ST. LUCIE CONSERVANCY DISTRICT ((hereafter referred to as the "District") all the Developer's right, title and interest in completed public infrastructure improvements and associated services relating to the following cost codes outlined in Pay Application #15 (Exhibit A) (collectively, the "Public Improvements").

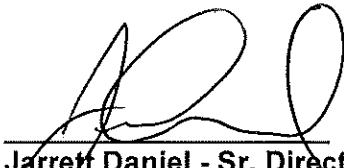
<u>Cost Code</u>	<u>Work Completed</u>	<u>10% Retainage</u>	<u>Work Completed Less Retainage</u>
D-E025001-110-008 - Excavation	\$ 17,463,425	\$ (1,746,343)	\$ 15,717,083
D-E025001-110-009 - Embankment	\$ 1,940,455	\$ (194,046)	\$ 1,746,410
D-E025001-110-018 - Drainage - Master System	\$ 15,216,448	\$ (1,521,645)	\$ 13,694,803
Total	\$ 34,620,328	\$ (3,462,033)	\$ 31,158,295

Subject to and in accordance with the terms of the Bond sale documents and the Public Improvements Acquisition Agreement, the Developer requests that the District acquires all of the Developer's rights or interest in the completed Public Improvements constructed or installed by the Developer in an amount equal to **\$31,158,295 USD**.

Sincerely,



Rick Melchiori - SVP, Development
Authorized Signatory of the Developer



Jarrett Daniel - Sr. Director, Finance
Authorized Signatory of the Developer

COST CODE SUMMARY

TO:	Atlantic Fields Development, LLC 14605 N 73rd Street Scottsdale, AZ 85260 Attn: Rick Melchior	PROJECT NAME	Atlantic Fields Golf & Beach Club	APPLICATION #:	15
FROM:	Guertler Brothers Construction LLC 4401 Whiteway Dairy Rd Fort Pierce, FL 34947	AND LOCATION:	Hobe Sound, FL	PERIOD THRU:	4/25/2024
		PROJECT #:	220900	DATE OF CONTRACT:	12/21/2022

OWNER'S COST CODE SUMMARY - WORK COMPLETED		Previous Contract Amount [SA1-SAS]	Added SA6	Current Contract Amount	Previously Completed & Stored		Current Period			Completed & Stored to Date		Remaining on Contract	Retainage Held to Date		
No.	Cost Code	Description	Amount	Amount	Amount	Amount	Percent	Amount	Amount	Amount	Amount	Percent	Amount	Percent	Amount
	D-E025001-110-001	Mobilization	\$ 333,797.00	\$ -	\$ 333,797.00	\$ 248,647.00	74%	\$ -	\$ -	\$ -	\$ 248,647.00	100%	\$ 85,150.00	100%	\$ 24,864.70
	D-E025001-110-002	Erosion Control	\$ 2,120,579.00	\$ -	\$ 2,120,579.00	\$ 205,053.30	10%	\$ 32,325.00	\$ -	\$ 32,325.00	\$ 237,378.30	11%	\$ 1,883,200.70	10%	\$ 23,737.83
	D-E025001-110-003	Clear and Burning	\$ 1,353,674.00	\$ -	\$ 1,353,674.00	\$ 1,319,068.80	97%	\$ 5,089.00	\$ -	\$ 5,089.00	\$ 1,324,157.80	98%	\$ 29,516.20	10%	\$ 132,415.78
	D-E025001-110-004	Pipe Removal	\$ 65,000.00	\$ -	\$ 65,000.00	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ 65,000.00	10%	\$ -
	D-E025001-110-005	Fence Removal	\$ 69,300.00	\$ -	\$ 69,300.00	\$ 54,127.50	78%	\$ -	\$ -	\$ -	\$ 54,127.50	100%	\$ 15,172.50	10%	\$ 5,412.75
	D-E025001-110-006	Strip Lots / Roads	\$ 452,000.00	\$ -	\$ 452,000.00	\$ 226,000.00	50%	\$ 84,750.00	\$ -	\$ 84,750.00	\$ 310,750.00	100%	\$ 161,250.00	10%	\$ 31,075.00
	D-E025001-110-007	Disc	\$ 450,338.00	\$ -	\$ 450,338.00	\$ 398,532.20	88%	\$ 8,465.00	\$ -	\$ 8,465.00	\$ 406,997.20	100%	\$ 43,340.80	10%	\$ 40,699.72
	D-E025001-110-008	Excavation	\$ 27,922,500.00	\$ 1,277,500.00	\$ 29,200,000.00	\$ 14,441,115.50	49%	\$ 3,022,309.50	\$ -	\$ 3,022,309.50	\$ 17,463,425.00	100%	\$ 11,736,575.00	10%	\$ 1,746,342.50
	D-E025001-110-009	Embankment - Development	\$ 3,825,200.00	\$ 182,500.00	\$ 4,007,700.00	\$ 1,668,469.02	42%	\$ 271,986.32	\$ -	\$ 271,986.32	\$ 1,940,455.34	100%	\$ 2,067,244.66	10%	\$ 194,045.53
	D-E025001-110-010	Embankment - Golf	\$ 2,708,600.00	\$ 66,000.00	\$ 2,774,600.00	\$ 1,190,920.32	43%	\$ 378,215.14	\$ -	\$ 378,215.14	\$ 1,569,135.46	100%	\$ 1,205,464.54	10%	\$ 156,913.55
	D-E025001-110-011	Fine Grade - Lots / Roadways	\$ 1,041,810.00	\$ -	\$ 1,041,810.00	\$ 213,150.00	20%	\$ 262,500.00	\$ -	\$ 262,500.00	\$ 475,650.00	100%	\$ 566,160.00	10%	\$ 47,565.00
	D-E025001-110-012	Fine Grade - Lake Slopes	\$ 468,000.00	\$ -	\$ 468,000.00	\$ 60,847.28	13%	\$ 104,000.00	\$ -	\$ 104,000.00	\$ 164,847.28	100%	\$ 303,152.72	10%	\$ 16,484.73
	D-E025001-110-013	Fine Grade - Habitat Restoration	\$ 246,000.00	\$ -	\$ 246,000.00	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ 246,000.00	10%	\$ -
	D-E025001-110-014	Rough Grade - Golf	\$ 375,100.00	\$ -	\$ 375,100.00	\$ 186,203.28	50%	\$ 43,750.00	\$ -	\$ 43,750.00	\$ 229,953.28	100%	\$ 145,146.72	10%	\$ 22,995.33
	D-E025001-110-015	Mill Existing Roadway	\$ 108,416.00	\$ -	\$ 108,416.00	\$ -	0%	\$ 57,750.00	\$ -	\$ 57,750.00	\$ 57,750.00	100%	\$ 50,666.00	10%	\$ 5,775.00
	D-E025001-110-016	Remove / Dispose Water Main	\$ 90,000.00	\$ -	\$ 90,000.00	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ 90,000.00	10%	\$ -
	D-E025001-110-017	Remove / Dispose Conduit	\$ 150,000.00	\$ -	\$ 150,000.00	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ 150,000.00	10%	\$ -
	D-E025001-110-018	Drainage - Master System	\$ 18,396,325.08	\$ (19,181.99)	\$ 18,377,143.09	\$ 14,064,826.28	77%	\$ 1,571,268.02	\$ (419,646.27)	\$ 1,151,621.75	\$ 15,216,448.03	100%	\$ 3,160,695.06	10%	\$ 1,521,644.80
	D-E025001-110-020	Potable Water	\$ 7,246,015.95	\$ -	\$ 7,246,015.95	\$ 19,944.28	0%	\$ -	\$ -	\$ -	\$ 19,944.28	100%	\$ 7,226,071.67	10%	\$ 1,994.43
	D-E025001-110-021	Sanitary Sewer	\$ 19,898,813.17	\$ -	\$ 19,898,813.17	\$ 75,896.76	0%	\$ -	\$ -	\$ -	\$ 75,896.76	100%	\$ 19,822,916.41	10%	\$ 7,589.68
	D-E025001-110-022	Curb and Gutter	\$ 3,671,214.95	\$ -	\$ 3,671,214.95	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ 3,671,214.95	10%	\$ -
	D-E025001-110-023	Subgrade	\$ 973,406.17	\$ -	\$ 973,406.17	\$ 113,348.44	12%	\$ -	\$ -	\$ -	\$ 113,348.44	12%	\$ 860,057.73	10%	\$ 11,334.84
	D-E025001-110-024	Base Rock	\$ 5,039,495.89	\$ -	\$ 5,039,495.89	\$ 566,492.32	11%	\$ 22,639.55	\$ -	\$ 22,639.55	\$ 589,131.87	12%	\$ 4,450,364.02	10%	\$ 58,913.19
	D-E025001-110-025	Asphalt	\$ 5,725,335.14	\$ -	\$ 5,725,335.14	\$ 122,683.27	2%	\$ 250,763.88	\$ -	\$ 250,763.88	\$ 373,447.15	7%	\$ 5,351,887.99	10%	\$ 37,344.72
	D-E025001-110-026	Striping / Signage	\$ 3,500.00	\$ -	\$ 3,500.00	\$ 3,500.00	100%	\$ -	\$ -	\$ -	\$ 3,500.00	100%	\$ -	10%	\$ 350.00
	D-E025001-110-030	General Landscaping (ex. Golf)	\$ 73,260.00	\$ -	\$ 73,260.00	\$ 8,000.00	11%	\$ 61,250.00	\$ -	\$ 61,250.00	\$ 69,250.00	100%	\$ 4,010.00	10%	\$ 6,925.00
	D-E025001-200-04	Survey	\$ 1,865,155.75	\$ -	\$ 1,865,155.75	\$ 262,129.80	14%	\$ 41,850.00	\$ -	\$ 41,850.00	\$ 303,979.80	16%	\$ 1,561,175.95	10%	\$ 30,397.98
Total			\$ 104,672,836.10	\$ 1,506,818.01	\$ 106,179,654.11	\$ 35,448,955.35	33%	\$ 6,218,911.41	\$ (419,646.27)	\$ 5,799,265.14	\$ 41,248,220.49	39%	\$ 64,931,433.62		\$ 4,124,822.05

Exhibit A

Prepared by and return to:

Thomas M Stanley
Attorney at Law
MacMillan & Stanley, PLLC
29 NE 4th Avenue
Delray Beach, FL 33483
561-276-6363
File Number: 15375-BLAIR
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 17th day of July, 2008 between JOAN M. BLAIR, an unmarried widow, as to her undivided fifty percent (50%) interest, SUSAN M. BLAIR, a single woman, as to her undivided thirty-seven and 50/100 percent (37.5%) interest, and SUSAN M. BLAIR, as Trustee of the T/U/W of LEO A. BLAIR dated March 26, 2007, as to her undivided twelve and 50/100 percent (12.5%) interest* whose post office address is 1152 Lowry Street, Delray Beach, FL 33483, grantor, and ELISE J., LLC, a Florida limited liability company whose post office address is P.O. Box 1670, Boca Raton, FL 33429, grantee:

(Whenever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Martin County, Florida to-wit:

The East one-half of Section 6, Township 40 South, Range 41 East; together with an Easement for Ingress and Egress as described in Official Records Book 2099, Page 2635, Public Records of Martin County, Florida.

Parcel Identification Number: 6-40-41-000-000-00010.50000

*Estate of Leo A. Blair, Probate Case No. 50 2007 CP 001832XXXXSB Palm Beach County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31, 2007.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Name:

Thomas M. Stanley

Witness Name:

B Gail Dany

Witness Name:

Brenda Jenkins

Witness Name:

Allison Winn

Joan M. Blair (Seal)
JOAN M. BLAIR

Susan M. Blair (Seal)
SUSAN M. BLAIR

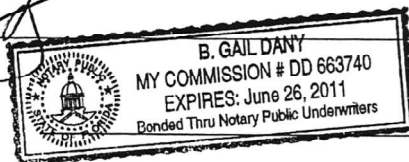
State of Florida
County of Palm Beach

The foregoing instrument was acknowledged before me this ¹⁷~~29~~th day of July, 2008 by JOAN M. BLAIR, who [X] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

B Gail Dany
Notary Public

Printed Name:

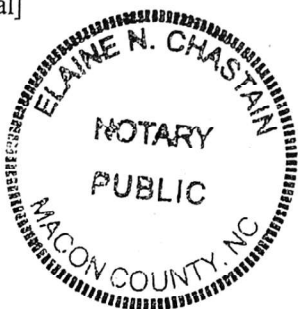


My Commission Expires: _____

State of North Carolina
County of Macon

The foregoing instrument was acknowledged before me this ^{15th}~~29th~~ day of July, 2008 by SUSAN M. BLAIR, who [X] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]



Elaine N. Chastain
Notary Public

Printed Name:

Elaine N Chastain

My Commission Expires:

5/6/2011

COPY

Prepared by/Return to:
Thomas M. Stanley, Esq.
MacMillan & Stanley, PLLC
29 NE 4th Avenue
Delray Beach, FL 33483

_____ recording data above _____

ASSIGNMENT OF EASEMENT

1. IDENTIFICATION OF ASSIGNOR

Assignor's name and address is:

JOAN M. BLAIR, a widow

The word "I" or "me" as hereafter used means the Assignor.

2. IDENTIFICATION OF ASSIGNEE

Assignee's name and address is:

ELISE J., LLC, a Florida limited liability company

The word "you" as hereafter used means the Assignee.

3. MEANINGS OF TERMS

The terms "I," "me," or "you" shall be non-gender specific (i) neuter, such as corporations, partnerships or trusts; (ii) masculine; or (iii) feminine), singular or plural, as the context permits or requires, and include heirs, personal representatives, successors or assigns.

4. DESCRIPTION OF EASEMENT PROPERTY ASSIGNED

Property being subjected to easement (the "Easement Property") is described as follows:
See Exhibit "A" - Legal Description Attached (3 pages)

5. **DESCRIPTION OF BENEFITED PROPERTY**

**The East one-half (E1/2) of Section 6, Township
40, Range 41 East, being 315 acres more or less.**

Property being benefited by the easement (the "Benefited Property") is described as follows:

This is a non-exclusive easement for the use of the Assignee, her heirs, successors and assigns, over the property described herein, for the purposes of ingress and egress for the Assignee, to and from the benefited property by way of State Road #711 South.

6. **CONSIDERATION**

Good and valuable consideration, plus the sum of Ten Dollars (\$10.00).

7. **ASSIGNMENT OF EASEMENT**

Whereas, LEO A. BLAIR, has, on December 13, 2005, acquired a non-exclusive perpetual easement for ingress and egress over the property of the HOBE-ST. LUCIE COUNTY CONSERVANCY DISTRICT, an independent district of the State of Florida, which easement is recorded in **O.R. Book 2099, Page 2635**, in the Public Records of Martin County, Florida. This instrument is subject to all terms and conditions set forth in the original instrument granting this easement.

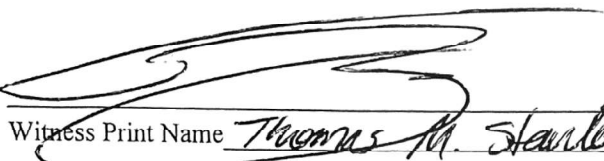
[LEO A. BLAIR is now deceased, and the JOAN M. BLAIR, Personal Representative of the ESTATE OF LEO A. BLAIR, deceased, assigned the easement to JOAN M. BLAIR, a widow.]

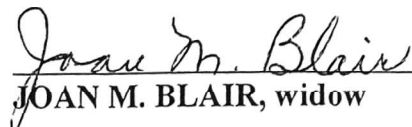
For the consideration described in Paragraph 6, I convey, assign and transfer to you, for the use and benefit of the Benefited Property, all of the rights, title, easement, privilege (and subject to all of the conditions contained therein), in that Easement conveyed to LEO A. BLAIR by the Ingress and Egress Easement instrument dated December 13, 2005, and recorded on January 6, 2006 in **O.R. Book 2099, Page 2635**, in the Public Records of Martin County, Florida.

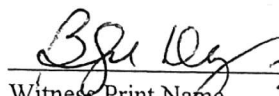
TO HAVE AND TO HOLD, the said right, privilege and easement granted and assigned to **ELISE J., LLC, a Florida limited liability company**, and its successors and assigns in perpetuity.

AND the I covenant that I am properly vested with the Easement; have the right to assign the same to **ELISE J., LLC, a Florida limited liability company**; that the Easement is free from encumbrances except as may be expressly excepted by the terms and conditions of the Easement; and that I will warrant and defend title to the same against the claims of all persons whomsoever.

Executed this 17 day of July, 2008.


Witness Print Name Thomas M. Stanley

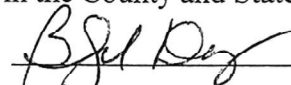

JOAN M. BLAIR, widow


Witness Print Name B. Gail Dany

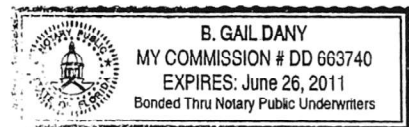
STATE OF FLORIDA
COUNTY OF PALM BEACH

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared **JOAN M. BLAIR, widow**, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of July, 2008.


Print Name _____

Notary Public



LEGAL DESCRIPTION

A PARCEL OF LAND SITUATE IN SECTION 05, TOWNSHIP 40 SOUTH, RANGE 41 EAST, MARTIN COUNTY, FLORIDA, BEING AN EASEMENT 30 FEET IN WIDTH, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 20 FEET OF THE NORTH ONE-HALF (N 1/2) OF SAID SECTION 05, TOGETHER WITH THE NORTH 10 FEET OF THE SOUTH ONE-HALF (S 1/2) OF SAID SECTION, LYING WESTERLY OF THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD #711, COMMONLY KNOWN AS THE PRATT & WHITNEY ROAD.

CONTAINING 73,835.39 SQUARE FEET OR 1.70 ACRES, MORE OR LESS.

THE SIDES OF THE ABOVE DESCRIBED EASEMENT SHALL BE LENGTHENED OR SHORTENED, AS NECESSARY, IN ORDER TO MAINTAIN A CONTINUOUS STRIP OF LAND 30.00 FEET IN WIDTH AND TO INTERSECT THE WEST LINE OF SECTION 05, TOWNSHIP 40 SOUTH, RANGE 41 EAST; AND THE WEST RIGHT-OF-WAY LINE OF STATE ROAD #711, PER STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP SECTION 89501-2601.

NOTES:

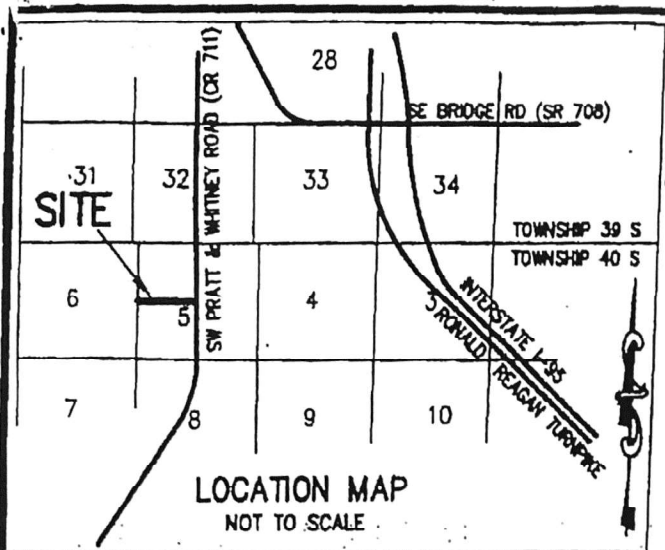
1. INFORMATION SHOWN HEREON DOES NOT CONSTITUTE, NOR DOES IT REPRESENT A SURVEY OF THE SUBJECT PREMISES.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB048.
4. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 89°58'17" EAST ALONG THE NORTH LINE OF THE SOUTH ONE - HALF OF SECTION 05, TOWNSHIP 40 SOUTH, RANGE 41 EAST.

NOT VALID WITHOUT
ACCOMPANYING SKETCH
SHEETS 2 AND 3 OF 3

MANUEL A. GUTIERREZ
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 4102

SHEET 1 OF 3
SECTION 05, T 40 S, R 41 E

REV: -	FL E.B. NO. 48	FL L.B. NO. 48	30' NON-EXCLUSIVE INGRESS-EGRESS EASEMENT	SCALE: N/A
FIELD: -			HOBE - ST. LUCIE CONSERVANCY DISTRICT	DATE: 08-29-05
DRAWN: MAG			SECT 05, T 40 S, R 41 E MARTIN COUNTY, FLORIDA	P.A.N.O. A5029.02
APPR: MHC	5720 Corporate Way, West Palm Beach, Florida 33407 (561) 683-3113, fax 478-7248			DR. NO. A-4341

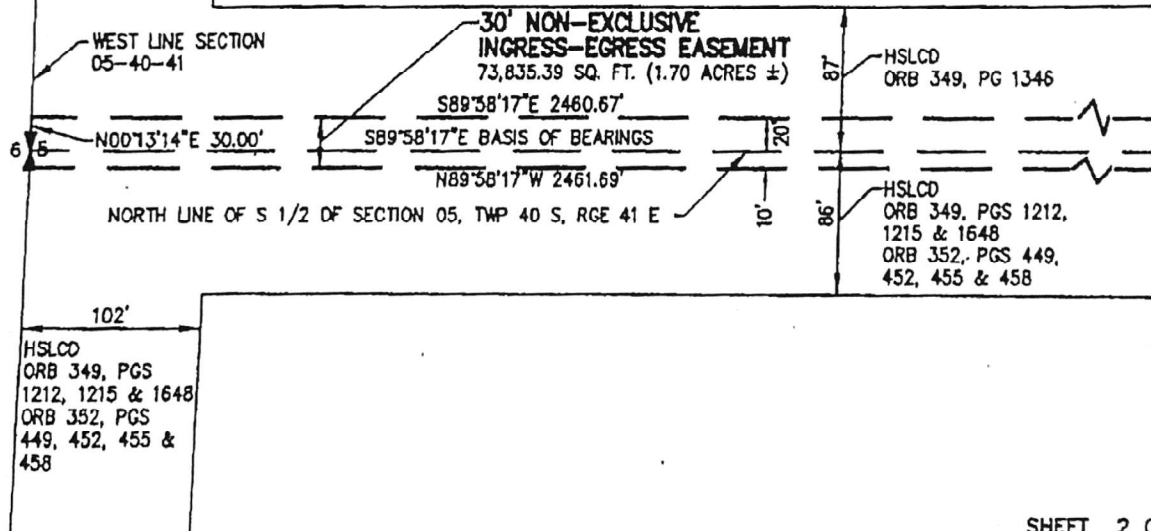
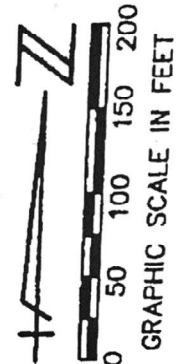


NOTES:

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2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
4. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 89°58'17" EAST ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SECTION 05, TOWNSHIP 40 SOUTH, RANGE 41 EAST.

LEGEND

HSLCD HOBE-ST. LUCIE
CONSERVANCY DISTRICT
ORB OFFICIAL RECORDS BOOK
PG(S) PAGE(S)
RGE RANGE
SQ.FT. SQUARE FEET
TWP TOWNSHIP

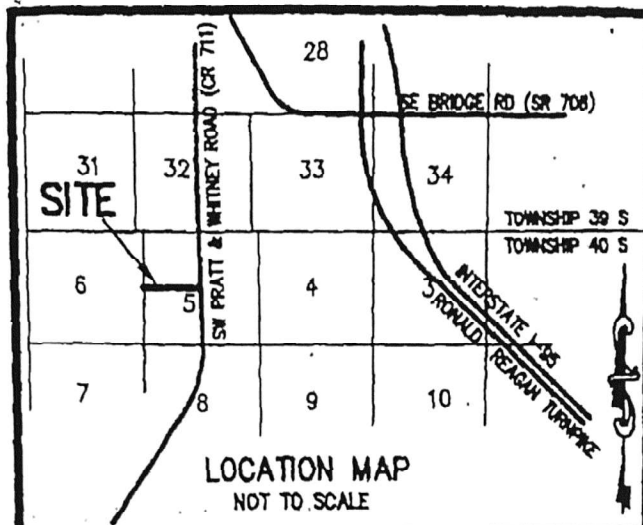


SEE SHEET 3 OF 3

MATCHLINE

SHEET 2 OF 3
SEC. 05, TWP. 40 S., RGE. 41 E

REV: -	FL. E.B. NO. 48	FL. L.B. NO. 48	30' NON-EXCLUSIVE INGRESS-EGRESS EASEMENT	SCALE: 1"=100'
FIELD: -	MOCK • ROOS ENGINEERS, SURVEYORS, PLANNERS 5720 Corporate Way, West Palm Beach, Florida 33407 (561) 883-3113, fax 478-7248		HOBE - ST. LUCIE CONSERVANCY DISTRICT	DATE: 08-29-05
DRAWN: MAG			SECT 05, T 40 S, R 41 E	P.A.N.O. A5029.02
APPR: MHC			MARTIN COUNTY, FLORIDA	DR. NO. A-4341

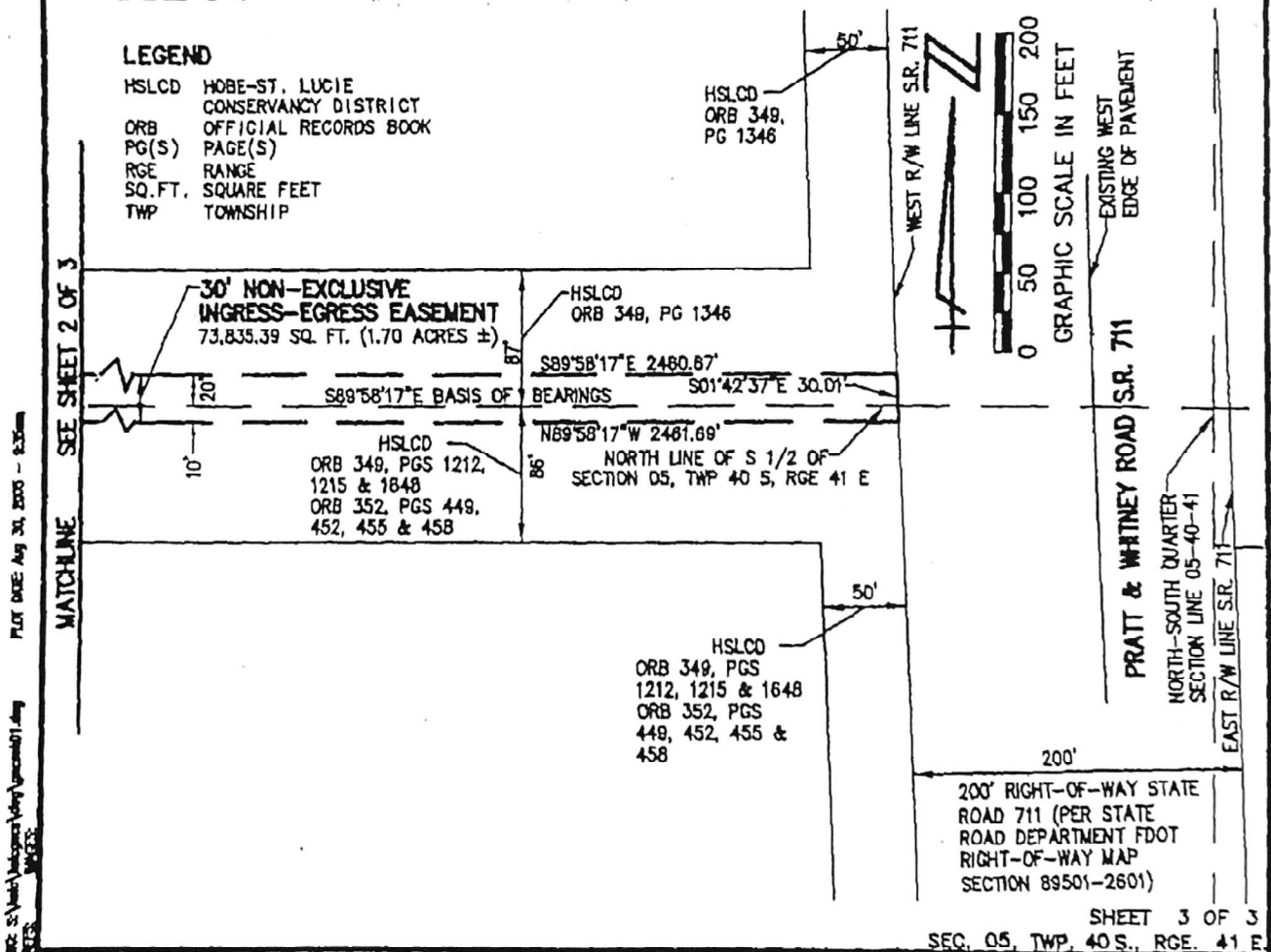


NOTES:

1. INFORMATION SHOWN HEREON DOES NOT CONSTITUTE, NOR DOES IT REPRESENT, A SURVEY OF THE SUBJECT PREMISES.
2. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. MOCK, ROOS AND ASSOCIATES, INC., LICENSED AUTHORIZATION NO. LB-048.
4. BEARINGS SHOWN HEREON ARE BASED ON AN ASSUMED BEARING OF SOUTH 89°58'17" EAST ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF SECTION 05, TOWNSHIP 40 SOUTH, RANGE 41 EAST.

LEGEND

HSLCD HOBE-ST. LUCIE
CONSERVANCY DISTRICT
ORB OFFICIAL RECORDS BOOK
PG(S) PAGE(S)
RGE RANGE
SQ. FT. SQUARE FEET
TWP TOWNSHIP



DATE: 08/29/05 BY: MHC/PLA
DRAWN: MAG
CHECKED: MHC/PLA
SCALE: 1"=100'

REV: -
FIELD: -
DRAWN: MAG
APPR: MHC

FL E.B. NO. 48

FL L.B. NO. 48

MOCK • ROOS
ENGINEERS & SURVEYORS

5720 Corporate Way, West Palm Beach, Florida 33407
(561) 683-3113, fax 478-7248

**30' NON-EXCLUSIVE
INGRESS-EGRESS EASEMENT**
HOBE - ST. LUCIE
CONSERVANCY DISTRICT
SECT 05, T 40 S, R 41 E
MARTIN COUNTY, FLORIDA

SCALE: 1"=100'
DATE: 08-29-05
P.L.N.O. A5029.02
DR. NO. A-4341

Closing Affidavit

(Seller)

Before me, the undersigned authority, personally appeared the undersigned ("Affiant"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. **JOAN M. BLAIR**, an unremarried widow, as to her undivided fifty percent (50%) interest, **SUSAN M. BLAIR**, a single woman, as to her undivided thirty-seven and 50/100 percent (37.5%) interest, and **SUSAN M. BLAIR**, as Trustee of the T/U/W of **LEO A. BLAIR** dated March 26, 2007, as to her undivided twelve and 50/100 percent (12.5%) interest ("Seller"), is the owner of and is selling the following described property to **ELISE J., LLC**, a Florida limited liability company ("Buyer"), to wit:

The East one-half of Section 6, Township 40 South, Range 41 East; together with an Easement for Ingress and Egress as described in Official Records Book 2099, Page 2635, Public Records of Martin County, Florida.

2. The above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except for mortgage or mortgages, if any, described in the Deed and except for real estate and personal property taxes for the year 2008, which are not yet due and payable.
3. There have been no improvements, alterations, or repairs since acquisition by the Seller to the above described property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the above described property.
4. There have been no documents recorded in the Public Records of **Martin County, Florida** subsequent to **June 12, 2008**, which affect title to the Property and Seller has not entered into any contracts for the sale, disposition or leasing of the Property since said date except as may have been disclosed to **MacMillan & Stanley, PLLC** in writing, and Seller has no knowledge of any matter affecting title to the Property.
5. The Seller knows of no violations of County Ordinances pertaining to the above described property. No judgment or decree has been entered in any court in this State or the United States against said Seller which remains unsatisfied. There are no persons other than Seller in possession of the above described property.
6. Seller agrees that in the event the current real estate taxes vary in amount from the figures used in making the prorations used in closing the transfer and conveyance of the above described property to said buyers, then a new proration and a correct and proper adjustment will be made upon demand.
7. There are no matters pending against the Seller that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Seller has not and will not execute any instruments that would adversely affect the interest to be insured.
8. Seller's title to, and possession and enjoyment of, the property have been open, notorious, peaceable and undisturbed, and have never been disputed nor questioned.
9. There are no disputes concerning the boundary lines of the property.
10. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property within the past ninety (90) days.
11. There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature which constitute or could constitute a charge or lien upon said property.
12. There are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the property.

13. Seller understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property interest must withhold tax if the Seller is a foreign person. To inform the Buyer that withholding of tax is not required upon purchase of the above described property, Seller certifies the following:

- a. Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.
- b. Seller's U.S. Taxpayer Identification Number is 008-20-1438.
- c. Seller's address is: 1152 Lowry Street, Delray Beach, FL 33483.
- d. No other persons or entities have an ownership interest in the above described property.

Seller understands the Buyer of the described property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act. (FIRPTA). Seller understands this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statements contained in this certification may be punished by fine, imprisonment or both. Seller has the authority to sign this affidavit as either individual Seller or on behalf of an entity Seller. Under penalties of perjury, Seller states that this declaration was carefully read and is true and correct.

14. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing MacMillan & Stanley, PLLC and Attorneys' Title Insurance Fund, Inc. to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds MacMillan & Stanley, PLLC and Attorneys' Title Insurance Fund, Inc. harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Seller further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Seller further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

Joan M. Blair
JOAN M. BLAIR

Susan M. Blair
SUSAN M. BLAIR

State of Florida
County of Palm Beach

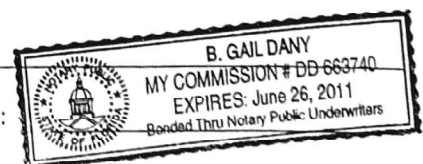
The foregoing instrument was sworn to and subscribed before me this 29th day of July, 2008 by JOAN M. BLAIR, who [X] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]

B. Gail Dany
Notary Public

Printed Name: _____

My Commission Expires: _____



State of North Carolina

County of macon

The foregoing instrument was sworn to and subscribed before me this 15th day of July, 2008 by SUSAN M. BLAIR, who
[X] is personally known or [X] has produced a driver's license as identification.

[Notary Seal]



Elaine N Chastain

Notary Public

Printed Name: Elaine N Chastain

My Commission Expires: 5/16/2011

Ack
File

INSTR # 1901181
OR BK 02099 PG 2635
PSS 2635 - 2641 (7PSS)
RECORDED 01/06/2006 11:06:31 AM
MARGHA EWING
CLERK OF MARTIN COUNTY FLORIDA
DEED ODC TAX 0.70
RECORDED BY S Phoenix

This Instrument Prepared by
and to be Returned to:

Mary M. Victor, Esquire
CALDWELL & PACETTI
P. O. Box 2775
Palm Beach, FL 33480-2775

INGRESS AND EGRESS EASEMENT

THIS EASEMENT is made by and between HOBE-ST. LUCIE CONSERVANCY DISTRICT, an independent district of the State of Florida, whose address is 2645 S.E. Bridge Road, Hobe Sound, Florida 33455 (hereinafter referred to as "District"), and LEO A. BLAIR, whose address is 1152 Lowry Street, Delray Beach, Florida 33483 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, the District is the record fee title owner of the real property described in Exhibit "A" which is attached hereto and made a part hereof (the "Property"); and

WHEREAS, the District desires to grant a non-exclusive Easement to the Grantee, his heirs, successors and assigns, over the hereinafter described Property in Martin County, Florida, for the purposes of ingress and egress for the Grantee, to and from his property by way of State Road #711 South.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the District and Grantee agree as follows:

1. The District hereby grants to the Grantee a non-exclusive Easement over the Property described in Exhibit "A" for the purposes of ingress and egress for the Grantee, his heirs, successors and assigns, to and from his property by way of State Road #711 South.
2. The District shall fully use and enjoy the aforesaid premises except for the right herein granted to the Grantee.
3. TO HAVE AND TO HOLD said Easement under the Grantee, his heirs, successors and assigns forever.

4. It is further understood that the above easement is for the use and benefit of the Grantee, his heirs, successors and assigns as owners of the following described property in Martin County, Florida, to wit:

The East one-half (E1/2) of Section 6, Township 40 South, Range 41 East.

5. IT IS FURTHER UNDERSTOOD that the District does not assume any liability or responsibility to the Grantee for any person using the said Easement by invitation, express or implied, or by reason of any business or otherwise.

6. It is further understood that the District shall not be bound to improve, maintain or construct a roadway at any time.

7. Grantee agrees that prior to any construction of any improvements by Grantee within said Easement, Grantee shall obtain a permit from the District.

8. This Easement constitutes the entire agreement between the parties regarding the subject matter hereof and any amendment modification or change to this Easement must be in writing and executed by the parties hereto and/or their respective successors and/or assigns.

9. This Easement shall be effective as of the last date it has been signed by all the parties hereto.

IN WITNESS WHEREOF, the undersigned have signed and sealed this easement on the day and year hereinafter set forth.

Executed by DISTRICT this 1st day of December 2005.

ATTEST:

HOBE-ST. LUCIE CONSERVANCY DISTRICT

Mary M. Viator
Mary M. Viator, Secretary

By: Thomas Lindsey
Thomas Lindsey, President

(DISTRICT SEAL)

Executed by GRANTEE this 13 day of December, 2005.

Witnesses:

[Signature]
Signature

Leo A. Blair
LEO A. BLAIR

Cayol M. Stanley
Print Name

[Signature]
Signature

Linda F. Oxford
Print Name

STATE OF FLORIDA

)ss:

COUNTY OF Palm Beach

The foregoing instrument was executed before me this 13 day of December, 2005, by LEO A. BLAIR, who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

[NOTARY'S SEAL]

[Signature]
Notary Public
Commission Number:
My Commission Expires:



Linda F. Oxford
MY COMMISSION # DD256273 EXPIRES
November 6, 2007
BONDED THROUGH FARM INSURANCE, INC.

STATE OF FLORIDA

)ss:

COUNTY OF

STATE OF FLORIDA)

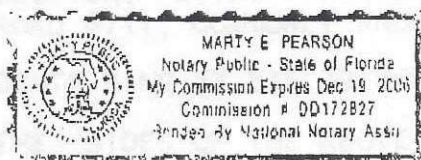
Ft)ss:

COUNTY OF)

Martin

The foregoing instrument was executed before me this 9th day of December, 2005, by THOMAS LINDSEY, as President of HOBE-ST. LUCIE CONSERVANCY DISTRICT, who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

[NOTARY'S SEAL]



Marty E. Pearson
 Notary Public
 Commission Number:
 My Commission Expires:

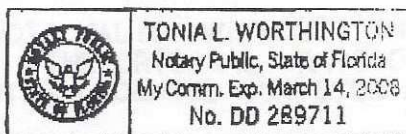
STATE OF FLORIDA)

)ss:

COUNTY OF PALM BEACH)

The foregoing instrument was executed before me this 11th day of December, 2005, by MARY M. VIATOR, as Secretary of HOBE-ST. LUCIE CONSERVANCY DISTRICT, who is personally known to me or who has produced _____ (type of identification) as identification and who did (did not) take an oath.

[NOTARY'S SEAL]



Tonia L. Worthington
 Notary Public
 Commission Number:
 My Commission Expires:

INSTR # 1901182
 OR BK 02099 PG 2642
 Pgs 2642 - 2643 (2 pgs)
 RECORDED 01/06/2006 11:06:31 AM
 MARGHA EWING
 CLERK OF MARTIN COUNTY FLORIDA
 RECORDED BY S Phoenix

This Instrument Prepared by
 and to be Returned to:

Mary M. Viator, Esquire
 CALDWELL & PACETTI
 P. O. Box 2775
 Palm Beach, FL 33460-2775

RELEASE OF EASEMENT

LEO A. BLAIR, whose address 1152 Lowry Street, Delray Beach, Florida 33483, in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby releases the real property described in that certain Grant of Easement recorded in Official Record Book 494, Page 1197, of the Public Records of Martin County, Florida.

This Release of Easement shall be governed by and construed and enforced in accordance with the laws of the State of Florida, without regard to principles of choice of law or conflicts of law.

IN WITNESS WHEREOF, the undersigned has executed this Release of Easement of the 13 day of December, 2005.

Witnesses:

Carol M. Stanley
 Signature

Carol M. Stanley
 Print Name

Linda F. Oxford
 Signature

Linda F. Oxford
 Print Name

Leo A. Blair
 LEO A. BLAIR

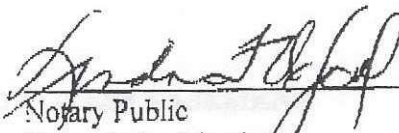
STATE OF FLORIDA)

)ss:

COUNTY OF

The foregoing instrument was executed before me this 13 day of Dec, 2005,
by LEO A. BLAIR, who is personally known to me or who has produced
_____ (type of identification) as identification and who did (did not)
take an oath.

[NOTARY'S SEAL]



Notary Public

Commission Number:

My Commission Expires:



Linda F. Oxford
MY COMMISSION # DD254273 EXPIRES
November 4, 2007
BONDED TRULY TRUST FARM INSURANCE, INC.

RESOLUTION NO. 2024-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOBE-ST. LUCIE CONSERVANCY DISTRICT APPROVING A BUDGET FOR FISCAL YEAR 2024/2025; 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 2024/2025 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 2024/2025 attached hereto as Exhibit “A” is approved and adopted.

PASSED, ADOPTED and EFFECTIVE this 12th day of June, 2024.

ATTEST:

**HOBE-ST. LUCIE
CONSERVANCY DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairman/Vice Chairman

FISCAL YEAR 2024/2025 BUDGET

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

RESOLUTION NO. 2024-09

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOBE ST. LUCIE CONSERVANCY DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2024/2025 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 2024/2025; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2024/2025 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 2024/2025 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 12th day of June, 2024.

ATTEST:

**HOBE ST. LUCIE
CONSERVANCY DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**HOBE-ST. LUCIE CONSERVANCY DISTRICT
FISCAL YEAR 2024/2025 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 23, 2024
November 20, 2024
December 18, 2024
January 22, 2025
February 26, 2025
March 26, 2025
April 23, 2025
May 28, 2025
June 25, 2025
July 23, 2025
August 27, 2025
September 24, 2025**

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