



**HOBE-ST. LUCIE
CONSERVANCY DISTRICT**

MARTIN COUNTY

**REGULAR BOARD OF SUPERVISORS' MEETING
& PUBLIC HEARING
FEBRUARY 26, 2025
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
February 26, 2025
9:30 a.m.

A. Call to Order	
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D. Additions or Deletions to Agenda	
E. Comments from the Public for Items Not on the Agenda	
F. Approval of Minutes	
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1. Engineer’s Report	
2. Attorney’s Report	
3. Manager’s Report	
4. Field Operations Report	
K. Board Member Comments	
L. Adjourn	

AFFIDAVIT OF PUBLICATION

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

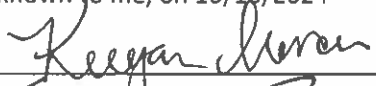
STATE OF WISCONSIN, COUNTY OF BROWN

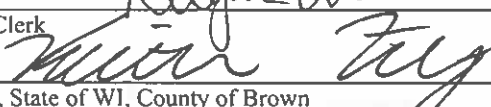
Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement,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

10/10/2024

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 10/10/2024



Legal Clerk


Notary, State of WI, County of Brown
3-7-27

My commission expires

Publication Cost: \$149.00
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KAITLYN FELTY
Notary Public
State of Wisconsin

HOBEST. 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 ensure 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.

HOBEST. LUCIE CONSERVANCY DISTRICT
www.hobestlucied.org
Pub: October 10, 2024
TCN10647755

MINUTES OF THE BOARD OF SUPERVISORS MEETING
OF HOBE-ST. LUCIE CONSERVANCY DISTRICT
December 18, 2024

Pursuant to the above Notice, the Board of Supervisors of Hobe-St. Lucie Conservancy District held its Board of Supervisors Meeting on December 18, 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, Robert Brown and Edward Weinberg (via telephone), Supervisors; Michael McElligott of Special District Services, Inc. as District Manager; Bob Higgins as District Engineer and Patrick Helms of Higgins Engineering, Inc.; and Mary M. Viator, Attorney. Also in attendance was Mr. Paul Whalen (via telephone).

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. Brown, seconded by Mr. Weinberg and unanimously passed approving the Minutes of the December 4, 2024 Board of Supervisors Board Meeting.

G. OLD BUSINESS

1. Status Update Regarding RG Reserve

The Board deferred action at this time.

2. Update Regarding Access to Elise J. Property:

The Board deferred action at this time.

H. NEW BUSINESS

1. Consider Resolution No. 2024-13 – Accepting The Phase 2 Public Improvements and Authorizing Disbursement #2 for the Series 2024 Project Account.

The Attorney explained Resolution 2024-13 approved, reaffirmed and ratified the Second Amendment to Public Improvement Acquisition Agreement (Distribution #2).

The Attorney further explained for Phase 2, the identification of the Improvements to be transferred to the District and the purchase price was determined by the Second Amendment to the Public Improvement Acquisition Agreement (Distribution #2). The Phase 2 Transfer includes the components of the Discovery PUD SWMS and any Improvements required to be transferred to the District in accordance with the Unit 1A Amended and Restated Water Control Plan. These Improvements are described in greater detail and certified by the District Engineer to be “functional, complete and operational” in the same manner as the Phase 1 Improvements. The purchase price for Phase 2 will be as certified by the District Engineer, but payment for the Phase 2 Improvements will not exceed the amount of the District’s undisbursed and legally available Series 2024 Bond proceeds.

The Board discussed Disbursement #2.

The Attorney explained the Resolution accepts ownership and control of the Phase 2 Improvements and authorizes Disbursement Approval No. 2 for the Series 2024 Project Account.

A motion was made by Mr. Weinberg, seconded by Mr. Brown and unanimously passed approving Resolution 2024-13 – Accepting the Phase 2 Public Improvements and Authorizing Distribution #2 for the Series 2024 Project Account as follows:

RESOLUTION NO. 2024-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOBE ST. LUCIE CONSERVANCY DISTRICT ACCEPTING THE PHASE 2 PUBLIC IMPROVEMENTS AND AUTHORIZING DISBURSEMENT #2 FOR THE SERIES 2024 PROJECT ACCOUNT

(Copy filed with District Records)

Mr. Melchiori and Mr. Weinberg announced a Conflict of Interest. Form 8B was filed with District Records for each Supervisors.

1. ADMINISTRATIVE MATTERS

1. District Engineer's Report

None.

2. District Attorney's Report

None.

3. Manager's Report

The District Manager informed the Board that the deadline for completing the Ethics Training is December 31, 2024.

4. Field Operations Report

None.

BOARD MEMBER COMMENTS

None.

NEXT MEETING

The Board confirmed the next Board Meeting was scheduled for January 22, 2025.

ADJOURN

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

President

Secretary

Keywords:

District's Intent to Use the Uniform Method of 2/26/25

[View original file](#)

**NOTICE OF INTENT BY
HOBE-ST. LUCIE
CONSERVANCY
DISTRICT TO USE THE
UNIFORM METHOD
OF COLLECTION OF NON-AD
VALOREM ASSESSMENTS**

Notice is hereby given to all owners of lands located within the boundaries of the Hobe-St. Lucie Conservancy District that Hobe-St. Lucie Conservancy District (the "District") intends to use the uniform method of collection for such non-ad valorem assessments as have been or may be levied by the District, with said method of collection to be carried out in accordance with Section 192.3632, Florida Statutes.

The District's Board of Supervisors will hold a Public Hearing on February 26, 2025, at 9:30 am, at the Conference Room at Backer Iron Farm, located at 2400 SE Bridge Road, Hobe Sound, Florida 33455 at 9:30 am on February 26, 2025.

The purpose of this Public Hearing is to consider the adoption of a Resolution authorizing Hobe-St. Lucie Conservancy District to use, in accordance with Section 192.3632, Florida Statutes, the uniform method of collecting such non-ad valorem assessments as have been or may be levied by the District.

Hobe-St. Lucie Conservancy District has in the past adopted and levied non-ad valorem assessments and some or all of said assessments may continue for subsequent years. Further, in 2025, the District may adopt and levy new non-ad valorem assessments for the District's fiscal year 2025/2026, some or all of which may continue for more than one year, with said assessments being upon some or all of the lands located within the District's boundaries. The non-ad valorem assessments which have been previously adopted, are continuing or will be adopted for the District's fiscal year 2025/2026, have been or will be levied for the purpose of payment by the District of bond indebtedness, maintenance and other lawful obligations of the District.

The aforementioned non-ad valorem assessments have been or will be adopted and levied for one or more of the following reasons:

1. They are to be levied for the first time, or they are existing and have been previously placed on the roll and collected.
2. They were or are being increased beyond the maximum rate authorized by law at the time of their initial imposition.
3. They were or are related to a change in the boundaries of Hobe-St. Lucie Conservancy District.
4. They were or are related to a change in the purpose of an existing assessment or in the use of the revenue from such assessment.

The non-ad valorem assessments to be levied annually by the District pursuant to the uniform method of collecting non-ad valorem assessments shall apply to all lands located within the boundaries of Hobe-St. Lucie Conservancy District, as set forth in the attached Exhibit "A."

The assessment will be collected by the tax collector and failure to pay the assessment will cause a tax certificate to be issued against the property which may result in loss of title.

Interested parties may appear at the Public Hearing to be heard regarding the District's use of the uniform method of collecting such non-ad valorem assessments in accordance with Section 192.3632, Florida Statutes, and have the right to file written objections within 30 days of the publication of the notice.

If any person desires to appeal any decision made with respect to any matter considered at the Public Hearing, such person will need a record of the proceedings; and for such purpose said person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in the Public Hearing, because of a disability or physical impairment, should contact the District at (888) 630-4027 at least forty-eight (48) hours prior to the Hearing.

DATED the 31st day of January, 2025.




EXHIBIT
HOBE-ST. LUCIE CONSERVANCY DISTRICT

PUBLISH: STUART NEWS 02/07, 02/14, 02/21 & 02/24/25

Keywords:
Notice of District's Intent to Use the Uniform Method of 2/26/25

[View original file](#)

NOTICE OF INTENT BY HOBE-ST. LUCIE CONSERVANCY DISTRICT TO USE THE UNIFORM METHOD OF COLLECTION OF NON-AD VALOREM ASSESSMENTS

Notice is hereby given to all owners of lands located within the boundaries of the Hobe-St. Lucie Conservancy District that Hobe-St. Lucie Conservancy District (the "District") intends to use the uniform method of collection for such non-ad valorem assessments as hereinafter set forth by the District, with said method of collection to be carried out in accordance with Section 197.3623, Florida Statutes.

The District's Board of Supervisors will hold a Public Hearing on February 26, 2025 at 9:30 am, at the Conference Room at Stecker Tree Farm, located at 2400 SE Bridge Road, Hobe Sound, Florida 33465.

The purpose of this Public Hearing is to consider the adoption of a Resolution authorizing Hobe-St. Lucie Conservancy District to use, in accordance with Section 197.3623, Florida Statutes, the uniform method of collecting such non-ad valorem assessments as hereinafter set forth by the District.

Hobe-St. Lucie Conservancy District has in the past adopted and levied non-ad valorem assessments and some or all of said assessments may continue for subsequent years. Further, in 2025, the District may adopt and levy new non-ad valorem assessments for the District's fiscal year 2025/2026, some of all of which may continue for more than one year, with said assessments being upon some or all of the lands located within the District's boundaries. The non-ad valorem assessments which have been previously adopted, are continuing or will be adopted for the District's fiscal year 2025/2026, have been or will be levied for the purpose of payment by the District of bond maintenance, maintenance and other levied obligations of the District.

The aforementioned non-ad valorem assessments have been or will be adopted and levied for one or more of the following reasons:

1. They are to be levied for the first time, or they are existing and have been previously placed on the roll and collected.
2. They were or are being increased beyond the maximum rate authorized by law at the time of their initial imposition.
3. They were or are related to a change in the boundaries of Hobe-St. Lucie Conservancy District.
4. They were or are related to a change in the purpose of an existing assessment or in the use of the revenue from such assessments.

The non-ad valorem assessments to be levied annually by the District pursuant to the uniform method of collecting such non-ad valorem assessments shall apply to all lands located within the boundaries of Hobe-St. Lucie Conservancy District, as set forth in the attached Exhibit "A".

The assessment will be collected by the tax collector and failure to pay the assessment will cause a tax certificate to be issued against the property which may result in loss of title.

Interested parties may appear at the Public Hearing to be heard regarding the District's use of the uniform method of collecting such non-ad valorem assessments in accordance with Section 197.3623, Florida Statutes.

If any person desires to appeal any decision made with respect to any matter considered at the Public Hearing, such person will need a record of the proceedings and for such purpose said person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this Public Hearing, because of a disability or physical impairment, should contact the District at (888) 452-4522 at least forty-eight (48) hours prior to the Hearing.

DATED this 31st day of January, 2025.

EXHIBIT A

HOBELAND ENGINEERING, INC.
11000 W. STATE ROAD 100, SUITE 100
FORT LAUDERDALE, FL 33304
TEL: (954) 473-1100
WWW.HOBELANDENGINEERING.COM

PUBLISHED: STUART NEWS 02/21/25 & 02/26/25 10 4170264

RESOLUTION NO. 2025 - 01

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HOBE-ST. LUCIE CONSERVANCY DISTRICT EXPRESSING THE INTENT OF SAID DISTRICT TO USE THE UNIFORM METHOD OF COLLECTING THE NON-AD VALOREM ASSESSMENTS LEVIED BY THE DISTRICT AS PROVIDED BY CHAPTER 197.3632, FLORIDA STATUTES, AND IN THE ALTERNATIVE TO USE THE OPTIONAL METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS AS PROVIDED BY CHAPTER 197.363, FLORIDA STATUTES; EXPRESSING THE NEED FOR THE LEVY OF THE NON-AD VALOREM ASSESSMENTS AND SETTING FORTH THE LEGAL DESCRIPTION OF THE BOUNDARIES OF THE REAL PROPERTY SUBJECT TO THE LEVY OF SAID NON-AD VALOREM ASSESSMENTS.

WHEREAS, Chapter 197, Florida Statutes, sets forth certain requirements which must be met by the District prior to the levy and collection of non-ad valorem assessments; and

WHEREAS, in accordance with Section 197.3632, Florida Statutes, the Hobe-St. Lucie conservancy District has caused to be published notice of its intent to use the uniform method for collecting non-ad valorem assessments weekly in THE TREASURE COAST NEWSPAPER, a newspaper of general circulation within the county contained within the boundaries of the District, for four consecutive weeks; and

WHEREAS, the Board of Supervisors of the Hobe-St. Lucie Conservancy District has held a public hearing on February 26, 2025 at 9:30 a.m. in the Conference Room of Becker Tree Farm located at 2400 SE Bridge Road, Hobe Sound, Florida 33455, as stated in the above referenced public notice; and

WHEREAS, the Board of Supervisors of the Hobe-St. Lucie Conservancy District, having reviewed the methods of collecting non-ad valorem assessments as provided by Section 197.3632, Florida Statutes, have determined that it is in the best interest of the landowners and residents within the District to use the uniform method of collection for such non-ad valorem assessments as have been or may be levied by the District with said method of collection to be carried out in

accordance with Section 197.3632, Florida Statutes, and have been further determined that, in the alternative if for any reason it is determined that the District is unable to use the uniform method of collecting said assessments as set forth in Section 197.3632, Florida Statutes, then the District intends to use the optional method of collection for such non-ad valorem assessments as have been or may be levied by the District with said method of collection to be carried out in accordance with Section 197.363, Florida Statutes, until discontinued for a year.

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

1. The proposed uniform method of collecting non-ad valorem assessments as have been or may be levied by the District with said method of collection to be carried out in accordance with Section 197.3632, Florida Statutes which the District would intend to continue to use for each year until discontinued for a year is hereby approved and adopted by the Board of Supervisors. In the alternative, if for any reason it is determined that the District is unable to use the uniform method of collection for such assessments as set forth in Section 197.3632, Florida Statutes, then the proposed optional method of collection for such non-ad valorem assessments as have been or may be levied by the District with said method of collection to be carried out in accordance with Section 197.363, Florida Statutes which the District would intend to continue to use for each year until discontinued for a year, is hereby approved and adopted by the Board of Supervisors.

2. Hobe-St. Lucie Conservancy District has in the past adopted and levied non-ad valorem assessments. Hobe-St. Lucie Conservancy District in 1991 adopted and levied non-ad valorem assessments for 1991-1992 Fiscal Year for financing, maintenance and construction of the Water Management Plan(s) of the DISTRICT and such other lawful purposes which the DISTRICT is

empowered to provide as authorized by law which the DISTRICT would intend to continue to use for each year until discontinued for a year.

The aforementioned non-ad valorem assessments have been or will be adopted and levied for one of the following reasons:

1. They are required to be levied for the first time, or they are existing and have been previously placed on the roll and collected.
2. They were or are being increased beyond the maximum rate authorized by law at the time of their initial imposition.
3. They were or are related to a change in the boundaries of the Hobe-St. Lucie Conservancy District.
4. They were or are related to a change in the purpose of an existing assessment or in the use of the revenue from such assessment.

3. The non-ad valorem assessments to be levied by the District pursuant to the uniform method of collecting non-ad valorem assessments shall apply to all lands located within the boundaries of Hobe-St. Lucie Conservancy District, as set forth in the attached Exhibit "A".

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded to the Martin County Property Appraiser, Martin County Tax Collector and the Florida Department of Revenue.

THIS RESOLUTION PASSED AND ADOPTED THIS 26TH DAY OF
FEBRUARY, 2025.

Hobe-St. Lucie Conservancy District

By _____
President

ATTEST:

Secretary

LEGAL DESCRIPTION

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

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

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

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


REV: ---		HIGGINS ENGINEERING, INC.	Unit of Development No.1A	SCALE: N/A
FIELD: ---		4623 FOREST HILL BLVD.	Hobe-St. Lucie	DATE: OCT. 2021
DRAWN: DAB		WEST PALM BEACH, FLORIDA 33415	Conservancy District	P.A.NO.
APPR:		561-439-7807	Martin County, Florida	DR. NO.
0718-8 Amended Wtr. Cont. Plan Exhs 1-5-22\Exh 2 Leg_Loc 8H.dwg				

EXHIBIT A

Unit 1

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

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


NOTE: BASE INFORMATION OBTAINED FROM MOCK BOOK DATE: Feb. 2007		SEC. 2, TWP. 40 S., RGE. 40 E.		SHEET 1 OF 2	
REV: --	 HIGGINS ENGINEERING, INC. 4623 FOREST HILL BLVD. WEST PALM BEACH, FLORIDA 33415 ENGINEERING BUSINESS NO.4209 561-439-7807	Unit No. 1 Hobe-St. Lucie Conservancy District Martin County, Florida		SCALE: N/A	
FIELD: --		0718-4 WCP Exhib Exhibits 1-3.dwg		DATE: Feb. 2007	
DRAWN:PBT				P.A.N.D.	
APPR: MHC				DR. NO. A-	

EXHIBIT "A"

AGREEMENT

The MARTIN COUNTY TAX COLLECTOR and HOBE-ST. LUCIE CONSERVANCY

DISTRICT hereby agree as follows:

1. HOBE-ST. LUCIE CONSERVANCY DISTRICT shall meet the applicable requirements of Florida Statutes 197.3632 and/or 197.363 for the implementation of the DISTRICT's special assessments billing.

2. HOBE-ST. LUCIE CONSERVANCY DISTRICT further agrees that it shall provide to the MARTIN COUNTY TAX COLLECTOR complete reimbursement for Tax Collector fees and administrative costs as provided in Section 298.401, Florida Statutes.

3. Upon the performance by the HOBE-ST. LUCIE CONSERVANCY DISTRICT of the requirements of the above statutes and this Agreement, the MARTIN COUNTY TAX COLLECTOR agrees to implement the HOBE-ST. LUCIE CONSERVANCY DISTRICT's special assessment billing.

4. This Agreement shall be in effect for the tax year 2025 and subsequent years thereafter unless cancelled by either the District or the Tax Collector by giving notice in writing to the other at least one year prior to the effective date for cancellation.

5. This Agreement may be modified by both parties provided such modifications are agreed upon prior to any notice of termination.

DATED this _____ day of _____, 2025.

MARTIN COUNTY TAX COLLECTOR

HOBE-ST. LUCIE
CONSERVANCY DISTRICT

By _____

By _____
President

ATTEST _____

ATTEST _____
Secretary

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2025
between Martin County Property Appraiser, hereinafter referred to as the “Appraiser” and
HOBE-ST. LUCIE CONSERVANCY DISTRICT, hereinafter referred to ad the “District”.

1. This Agreement pertains to the Special District known as the HOBE-ST. LUCIE CONSERVANCY DISTRICT.
2. The parties agree as follows:
 - a. The Appraiser will continue to include on the ad valorem tax rolls, such special assessments as are certified to the Appraiser by the District as authorized in Section 197.3632, Florida Statutes for Tax year 2025.
 - b. The District shall use its best efforts in furnishing the Appraiser with up-to-date concerning its boundaries, special assessments and other information as requested from time to time by the Appraiser in order to facilitate making the assessments in question. Appraiser shall, using information provided by the District, place the District’s special assessments as made from time to time and certified to the appraiser on properties within the District.
 - c. The District shall pay to the Appraiser as compensation for administrative costs incurred in carrying out this Agreement at the rate of one per cent of the amount of the special assessments. If the actual costs of performing the service under this agreement with regard to collection of special assessments, exceed the compensation provided, then the amount of compensation shall be the actual costs for performing such services. Payment by the District to the Appraiser for the

above described costs shall become due on November 1 of each tax year and payable on or before January 1st of the following year.

3. This agreement shall continue from year to year unless cancelled and terminated by either the District or the Appraiser. This agreement may be cancelled and terminated by either party hereto by written notice to the other delivered one (1) year prior to the effective date. It is the intent of the parties hereto to give the District sufficient time to meet the requirements of Section 197.3632, Florida Statutes prior to the effective date of any termination or modification of this agreement. Any alternation, variation, modification, extension, renewal, or waiver of the provision of this agreement shall be valid only when reduced to writing, duly authorized and signed by all parties.
4. Each year, prior to the Appraiser's preparation of the District's special assessments to be placed on the tax roll, the District shall review the special assessments and certify their accuracy and corrections in writing to Appraiser. Such certification shall be made to Appraiser prior to July 1 of each year. The District acknowledges and agrees that all data, calculations and other information used in determining such special assessments must be supplied by and are the sole responsibility of the District. The parties acknowledge that Appraiser is entering this agreement without any determination that the District is legally authorized or qualified to collect its non-ad valorem assessments pursuant to Section 197.3632, Florida Statutes. Further, the parties acknowledge that, while Appraiser has taken reasonable care to prevent such, errors may exist in the ad valorem roll used by Appraiser. In recognition of all the above, the District agrees to indemnify, defend, save and hold harmless Appraiser from all claims, demands, suits, liabilities of any nature whatsoever arising out of,

because of, or due to the performance of this agreement by Appraiser, his agents or employees. Further, the District agrees to pay for all attorney's fees, court costs and other reasonable costs incurred by Appraiser in a litigation or other judicial proceeding arising from or involving the District.

5. The parties recognize Appraiser processes changes to the assessment roll through a procedure known as Errors and Insolvencies (E&I's). The parties agree that, should Appraiser process any E&I that would affect the District the parties will attempt to work out a procedure whereby Appraiser's E&I will also effectuate the change for the District's special assessment roll.
6. This agreement shall be governed by the laws of the State of Florida.
7. All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

IF TO APPRAISER:

Martin County Property Appraiser
3473 SE Willoughby Blvd, Suite 101
Stuart, FL 34994

WITH A COPY TO:

Loren Levy

1828 Riggins Road
Tallahassee, FL 32308

IF TO DISTRICT:

Hobe-St. Lucie Conservancy District
2501 Burns Road
Suite A
Palm Beach Gardens, FL 33410

WITH A COPY TO:

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

8. All agreements previously entered into by and between the parties hereto in conflict herewith are hereby superseded to the extent of the conflict.

SEPARATE SIGNATURE PAGES

ATTEST: _____
Secretary

By: _____
President

Martin County Property Appraiser

ATTEST: _____
Secretary

By: _____
President

Tricia Lascasas

From: Frank Palen <palen@caldwellpacetti.com>
Sent: Wednesday, February 19, 2025 12:23 PM
To: Michael McElligott; Rick Melchiori; Karen.Havice@hklaw.com; Bob Higgins; Patrick Helms; Tricia Lascasas; Jarrett Daniel; Bongard, Tyrone; Kylie Thompson Porter
Cc: Mary Viator; Frances Bethel
Subject: HSLCD, BOS Agenda Items for 02/26/25 Meeting: Related to Transfer of Certain District Interests and Other in Real Property to SFWMD and TIITF
Attachments: HSLCD- Replat(515659277.2) SIGNATURE BLOCK.docx; 25-0129 CERTIFICATE OF OWNERSHIP AND DEDICATION - REPLAT(515647671.1) PALEN REVISIONS.docx; 25-0218 Drainage-Irrigation-Access Easement - HSLCD to TIITF SFWMD (X1100-049) - Final for Execution(516382934.1).docx; 25-0218 HSLCD FIRST AMEND NOTICE TAX AUTH UNIT 1.docx; 25-0218 HSLCD FIRST AMEND NOTICE OF TAX UNIT 1A.docx

Michael, et al.,

Following is a list of the items to be considered by the HSLCD Board of Supervisors at its next meeting. The relevant documents are attached. These actions are related to the conveyance of certain real property interests from the developer of Discovery PUD to SFWMD and TIITF pursuant to a separate agreement to which HSLCD is not a party. I have included commentary on the proposed actions for the Board's information.

- 1. Consider Joining in a Partial Replat of the Plat of Discovery. Authorize the President to execute the replat to be submitted to Martin County.
 - a. Only the Signature Block and an extract of the revised Certificate of Ownership and Dedications affecting the District are attached.**
 - b. The dedications are not being changed in substance; only applied to the same tract with revised boundaries.**
 - c. The signature sheet will be provided by the Developer.**
 - d. Only Water Management Tract L1A, owned in fee by HSLCD is being replatted, along with the location certain previously-approved utility easements affected by tract boundary changes.****

- 2. Consider conveyance of and authorize the President to execute a "Perpetual Drainage, Irrigation, and Access Easement" from HSLCD's Water Management Tracts L13 and L14 to serve Tract SP1, which is being conveyed to SFWMD and TIITF by separate agreement between those state agencies and the Developer.
 - a. The Easement will allow SFWMD and other state agencies to use Tracts L13 and L14 for drainage, irrigation and access for maintenance purposes.****

3. **Consider and Authorize the President to execute a First Amendment to a certain Notice and Disclosure of Taxing Authority for Unit 1**, recorded in Official Record Book 3274, Page 600, Public Records of Martin County.
4. **Consider and Authorize the President to execute a First Amendment to a certain Notice and Disclosure of Taxing Authority for Unit 1A**, recorded in Official Record Book 3418, Page 1155, Public Records of Martin County.
 - a. Items 3 and 4, above are at the request of SFWMD and TITF. They reflect an intent to take further actions to delete certain parcels or other interests in real property in the Discovery PUD being acquired by SFWMD and TITF from District assessments. Amendment of the recorded notices will allow these state agencies to delete certain title objections to their acquisition. These actions do not by themselves affect the District's taxing authority. A change in the District's non-ad valorem assessments requires compliance with the procedural requirements of Section 298, Florida Statutes, and the District's Special Act.
5. **Please confirm with the District Engineer** that he has reviewed the proposed actions and confirmed that disposition of the affected real property interests is consistent with and/or unnecessary for implementation of the adopted Water Control Plans for Unit 1 and Unit 1A.

Please let me know if any action is missing or incorrectly described.

Thanks

Frank

Frank S. Palen, Esq., AICP
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Boulevard, Suite 1200
Synovus Bank Building
West Palm Beach, Florida 33401
Tel.: (561) 655-0620
Fax: (561) 655-3775
E-mail: palen@caldwellpacetti.com

The information contained in this transmission may contain privileged and confidential information. It is intended only for the use of the person(s) named above. If you are not the intended recipient, you are hereby notified that any review, dissemination, distribution or duplication of this communication is strictly prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

IRS Circular 230 disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that any tax advice contained in this communication (including any attachments) was not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

CONTINUATION OF OWNERSHIP AND DEDICATION – HOBE- ST. LUCIE CONSERVANCY DISTRICT

SIGNED, SEALED, AND DELIVERED THIS _____ DAY OF _____ 2025, BY SAID OWNER OR OWNER'S DESIGNEE.

IN THE PRESENCE OF TWO WITNESSES:

HOBE-ST. LUCIE CONSERVANCY DISTRICT,
AN INDEPENDENT SPECIAL DISTRICT OF THE
STATE OF FLORIDA

PRINT NAME: _____
POST OFFICE ADDRESS:

BY: RICK J. MELCHIORI, PRESIDENT
BOARD OF SUPERVISORS

PRINT NAME: _____
POST OFFICE ADDRESS:

(DISTRICT SEAL)

ATTEST: _____, SECRETARY
BOARD OF SUPERVISORS
BY: _____

AKNOWLEDGMENT - HOBE-ST. LUCIE CONSERVANCY DISTRICT

STATE OF _____)
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [] PHYSICAL PRESENCE OR []
ONLINE NOTARIZATION THIS _____ DAY OF _____, 2025, BY RICK J. MELCHIORI, AS PRESIDENT OF THE BOARD
OF SUPERVISORS OF HOBE ST.-LUCIE CONSERVANCY DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE
STATE OF FLORIDA, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME OR HAS PRODUCED
_____ AS IDENTIFICATION.

NOTARY PUBLIC.
(NOTARY SEAL)

MY COMMISSION EXPIRES: _____

CERTIFICATE OF OWNERSHIP AND DEDICATION – HOBE-ST. LUCIE CONSERVANCY DISTRICT

STATE OF FLORIDA

COUNTY OF MARTIN

HOBE-ST. LUCIE CONSERVANCY DISTRICT, AN INDEPENDENT SPECIAL DISTRICT OF THE STATE OF FLORIDA, BY AND THROUGH ITS UNDERSIGNED OFFICER, HEREBY CERTIFIES THAT IT IS THE OWNER OF THE PROPERTY DESCRIBED AS WATER MANAGEMENT TRACT L1A (“HSLC TRACT”) ON THIS REPLAT OF A PORTION OF THE DISCOVERY P.U.D. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGES 1-79 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA (“REPLAT”) AND HEREBY DEDICATES THE AFC-HSLC TRACTS AS FOLLOWS:

1. THE WATER MANAGEMENT TRACT (HSLC TRACT) SHOWN ON THIS REPLAT IS HEREBY DEDICATED IN FEE SIMPLE ABSOLUTE TO HOBE-ST. LUCIE CONSERVANCY DISTRICT FOR WATER MANAGEMENT, DRAINAGE, LANDSCAPE, AND OTHER LAWFUL PURPOSES; AND SHALL BE THE PERPETUAL MAINTENANCE OBLIGATION OF HOBE-ST. LUCIE CONSERVANCY DISTRICT WITHOUT RECOURSE TO MARTIN COUNTY, FLORIDA. ACCESS, DRAINAGE AND UTILITY EASEMENTS ARE RESERVED IN FAVOR OF DISCOVERY HOBE SOUND INVESTORS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND/OR ASSIGNS, OVER THE WATER MANAGEMENT TRACT. MARTIN COUNTY HAS REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY OR LIABILITY FOR ANY DRAINAGE EASEMENTS DESIGNATED AS SUCH ON THIS REPLAT.

2. THE UTILITY EASEMENTS SHOWN ON THIS REPLAT MAY BE USED FOR UTILITY PURPOSES BY ANY UTILITY IN COMPLIANCE WITH SUCH ORDINANCES AND REGULATIONS AS MAY BE ADOPTED FROM TIME TO TIME BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA. SUCH EASEMENTS SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES AND FRANCHISED CABLE TELEVISION SYSTEMS; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. MARTIN COUNTY HAS A REGULATORY AUTHORITY OVER, BUT SHALL BEAR NO RESPONSIBILITY, DUTY OR LIABILITY FOR, ANY UTILITY EASEMENTS DESIGNATED AS SUCH ON THIS REPLAT. THIS NOTE SHALL NOT APPLY TO THOSE PRIVATE EASEMENTS GRANTED TO OR OBTAINED BY A PARTICULAR ELECTRIC, TELEPHONE, GAS, OR OTHER PUBLIC UTILITY.

3. FOR CLARITY, ONLY THE HSLC TRACT IS BEING REPLATTED BY HOBE-ST. LUCIE CONSERVANCY DISTRICT ON THIS REPLAT, AND ALL OTHER PROVISIONS OF THE DISCOVERY P.U.D. ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 21, PAGES 1-79 OF THE PUBLIC RECORDS OF MARTIN COUNTY, FLORIDA, SHALL REMAIN UNCHANGED BY THE DEDICATION OF THE HSLC TRACT.

Prepared By & Return to:
SOUTH FLORIDA WATER MANAGEMENT DISTRICT
3301 Gun Club Road
West Palm Beach, FL 33406
ATTN: Real Estate Division, MSC#8810
Project: Atlantic Ridge Ecosystem
Tract No.: X1100-049

PERPETUAL DRAINAGE, IRRIGATION, AND ACCESS EASEMENT

THIS PERPETUAL DRAINAGE, IRRIGATION, AND ACCESS EASEMENT is made this ____ day of _____, 2025 between **HOBE-ST. LUCIE CONSERVANCY DISTRICT**, an independent special district of the State of Florida, whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410, hereinafter referred to as "Grantor", and **SOUTH FLORIDA WATER MANAGEMENT DISTRICT**, a governmental entity created by Chapter 373, Florida Statutes, whose mailing address is 3301 Gun Club Road, West Palm Beach, Florida 33406, and the **BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA**, whose mailing address is State of Florida Department of Environmental Protection, Division of State Lands, Bureau of Public Land Administration, MS 130, 3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, hereinafter collectively referred to as "Grantee".

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good, adequate and valuable consideration in hand paid by the Grantee to the Grantor, the adequacy and receipt of which are hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, (i) a perpetual, non-exclusive drainage and irrigation easement ("**Drainage and Irrigation Easement**") and (ii) a perpetual access easement ("**Access Easement**"), all over, across, through and with respect to the real property described as Tract L13 and Tract L14, according to the Discovery P.U.D. Plat recorded in Plat Book 21, Page 1, of the Public Records of Martin County, Florida, and hereinafter collectively referred to as the "**Easement Areas**". The Drainage and Irrigation Easement and the Access Easement are herein collectively referred to as the "**Easements**".

The Easements are granted by Grantor to Grantee in favor of, benefiting and running with all lands now or hereafter owned, controlled, and/or used by Grantee, the Florida Department of Environmental Protection and/or any governmental entity of the State of Florida, and those lands as to which Grantee, the Florida Department of Environmental Protection, and/or any governmental entity of the State of Florida has or hereafter has an interest, including but not limited to that certain real property described as Tract SP1 according to the Discovery P.U.D. Plat recorded in Plat Book 21, Page 1, of the Public Records of Martin County, Florida (collectively, the "**Benefitted Lands**").

The Drainage and Irrigation Easement is given for any and all purposes deemed by Grantee to be necessary, convenient, or incident to, or in connection with, the drainage and irrigation over, across, under, from, through, and with respect to the Easement Areas, including, without limitation, the right to place, construct, operate, repair, maintain, rebuild, replace and remove pumps, pipes, water control structures or other equipment within the Easement Areas serving drainage and irrigation functions for the benefit of the Benefitted Lands.

The Access Easement is given for any and all purposes deemed by Grantee to be necessary, convenient, or

incident to, or in connection with, access, ingress and egress over, across and through the Easement Areas, including, but not limited to the right to move and transport equipment, materials and supplies, in connection with the use and purposes of the Drainage and Irrigation Easement.

Grantee shall have the right, but not the obligation, to maintain and/or improve the Easement Areas as determined by Grantee in order to ensure the full enjoyment of the rights granted and conveyed herein, except that roadway, fence, gate, or other improvements that are damaged by Grantee or its agents, employees, contractors, or subcontractors shall be restored to the condition in which they existed prior to such damage, reasonable wear and tear excepted. The Easement Areas will at no time be obstructed by any object which would prohibit access, ingress or egress, to and from the Benefitted Lands, or in any manner, interfere with the purposes of the Easements.

Grantee accepts the Easement Areas in its "AS-IS", "WHERE-IS" and "WITH ALL FAULTS" condition.

The Easements and all terms, conditions and provisions herein will run with the land and inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, as well as all subsequent owners of the Easement Areas and the Benefitted Lands.

TO HAVE AND TO HOLD the Easements herein granted and conveyed, together with all and singular the appurtenances thereunto belonging or in anywise incident or appertaining, to the use, benefit and behoof of the Grantee, its successors and assigns forever.

Grantor hereby covenants that it is lawfully seized of the Easement Areas in fee simple; that it has good and lawful authority to convey the Easements hereby conveyed; and that it hereby fully warrants and defends the title to the Easements hereby conveyed against the lawful claims of all persons claiming by, through, or under Grantor, but against none other.

All notices, demands, requests and other communications required or permitted hereunder shall be in writing and shall be (a) personally delivered; (b) sent by a nationally recognized overnight delivery service providing a signed receipt; or (c) sent by certified or registered mail, return receipt requested. All notices shall be sent to the addressee at its address set forth following its name below unless changes by either party on five (5) days' prior notice:

Grantee: Real Estate Bureau Chief
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406

And

State of Florida Department of Environmental Protection
Division of State Lands
Bureau of Public Land Administration, MS 130
3800 Commonwealth Boulevard, Tallahassee, Florida 32399-3000

Grantor: Hobe-St. Lucie Conservancy District
c/o District Manager
Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, FL 33410

All notices shall be deemed effective (1) on the date delivered if by personal delivery; (2) on the date upon which return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed; and (3) one day after mailing by any form of overnight mail service.

This Easement contains the entire agreement between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. Time is of the essence with respect to every term, condition, and provision, of this Easement.

AS INDUCEMENT TO GRANTOR AND GRANTEE AGREEING TO ENTER INTO THIS EASEMENT, GRANTEE AND GRANTOR HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING BROUGHT BY EITHER PARTY AGAINST THE OTHER PARTY PERTAINING TO ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS EASEMENT.

IN WITNESS WHEREOF, this Perpetual Drainage, Irrigation, and Access Easement has been executed by Grantor and Grantee whose hand and seals are affixed hereto, the day and year first above written.

[Signature page follows; remainder of page intentionally left blank.]

[Signature page for Perpetual Drainage, Irrigation, and Access Easement]

Signed, sealed and delivered
in the presence of:

Grantor

**Hobe-St. Lucie Conservancy District, an
independent special district of the
State of Florida**

(Witness Signature)
Print Name: _____
Address: _____

By: _____
Rick J. Melchiori, President
Board of Supervisors

(Witness Signature)
Print Name: _____
Address: _____

ATTEST: _____
_____, Secretary

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2025, by Rick Melchiori, as President of the Board of Supervisors of Hobe-St. Lucie Conservancy District, an independent special district of the State of Florida, on behalf the district, who is personally known to me or has produced _____ as identification.

Notary Public
(Notary Seal)

My Commission Expires: _____

[Signature page for Perpetual Drainage, Irrigation, and Access Easement]

Grantee

SOUTH FLORIDA WATER MANAGEMENT DISTRICT, BY ITS GOVERNING BOARD

By: _____
Chauncey P. Goss, II, Chairman
3301 Gun Club Road
West Palm Beach, Florida 33406

(Seal)

Attest:

By: _____
Molly Brown, Secretary/District Clerk

Legal Form Approved:

South Florida Water Management
Office of Counsel

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by physical presence, this _____ day of _____, 2025, by Chauncey P. Goss, II, _____, as Chairman, and _____, as Secretary/District Clerk, of the Governing Board of the South Florida Water Management District, a government entity created pursuant to Chapter 373, Florida Statutes, on behalf the South Florida Water Management District, who are personally known to me.

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

[Signature page for Perpetual Drainage, Irrigation, and Access Easement]

IN WITNESS WHEREOF, the parties have caused this Easement to be executed on the day and year first above written.

WITNESSES:

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

Signature: _____

Printed Name: _____

Address: 3800 Commonwealth Blvd

Tallahassee, FL 32399

**BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE STATE
OF FLORIDA**

(SEAL)

BY: _____

Callie DeHaven, Director,
Division of State Lands, State of
Florida Department of Environmental Protection,
as agent for and on behalf of the Board of
Trustees of the Internal Improvement Trust Fund
of the State of Florida

“GRANTOR”

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me, by ___ physical presence or ___ online notarization this ___ day of _____, 20 ___, by Callie DeHaven, Director, Division of State Lands, State of Florida Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. She is personally known to me.

Approved Subject to Proper Execution:

BY: _____

DEP Attorney

Date

Notary Public, State of Florida

Printed, Typed or Stamped Name

My Commission Expires: _____

Commission/Serial No. _____

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, Florida 33401

**FIRST AMENDMENT
TO NOTICE AND DISCLOSURE OF TAXING AUTHORITY
(Unit 1)**

HOBE-ST. LUCIE CONSERVANCY DISTRICT (“DISTRICT”) hereby amends its Notice and Disclosure of Taxing Authority as recorded in **OFFICIAL RECORD BOOK, 3274 PAGE 600** of the Public Records of Martin County, Florida, by deleting the following described real property from Exhibit “A” of said Notice and Disclosure of Taxing Authority, namely:

THE DELETED REAL PROPERTY

STATE PARK TRACT SP1;

Together with:

STATE PARK TRACT SP2;

Together with:

LANDSCAPE BUFFER TRACT LB2;

Together with:

PRIVATE OPEN SPACE TRACT OS9B;

Together with:

WATER MANAGEMENT TRACT (LAKE) L13;

Together with:

WATER MANAGEMENT TRACT (LAKE) L14;

All of the Plat of DISCOVERY P.U.D., according to the plat thereof, as recorded in Plat Book 21, Pages 1 through 79, inclusive, of the Public Records of Martin County, Florida.

Signatures Follow on the Next Page

Executed by DISTRICT this _____ day of _____, 20____.

HOBE-ST. LUCIE CONSERVANCY DISTRICT

Witness Signature

Print Name

By: _____
Rick Melchiori

Address:

Title: President

ATTEST:

Witness Signature

Secretary

[DISTRICT SEAL]

Print Name

Address:

STATE OF FLORIDA

COUNTY OF MARTIN

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20 __, by _____, as _____, for Hobe-St. Lucie Conservancy District.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____

EXHIBIT "A"
LEGAL DESCRIPTION OF THE PROPERTY (UNIT 1)

That certain parcel of land located in Martin County, Florida, containing approximately 1557 acres and more particularly described as Tracts A and D as set forth in the Hobe Sound Equestrian Plat as recorded in Plat Book 17, Page 79, Public Records of Martin County, Florida;

TOGETHER WITH the improved property known as the Hobe Sound Polo Club, as set forth on the Plat as recorded in Plat Book 16, Page 78. Public Records of Martin County, Florida;

TOGETHER WITH:

Tracts "B" and "C" according to the Plat of Grove Golf Club as recorded In Plat Book 17, Page 79, Public Records of Martin County, Florida.

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, Florida 33401

**FIRST AMENDMENT TO
NOTICE AND DISCLOSURE OF TAXING AUTHORITY
(Unit 1A)**

HOBE-ST. LUCIE CONSERVANCY DISTRICT (“DISTRICT”) hereby amends its Notice and Disclosure of Taxing Authority as recorded in **OFFICIAL RECORD BOOK 3418, PAGE 1155** of the Public Records of Martin County, Florida, by deleting the following described real property from Exhibit “A” of said Notice and Disclosure of Taxing Authority, namely:

THE DELETED REAL PROPERTY

STATE PARK TRACT SP1;

Together with:

STATE PARK TRACT SP2;

Together with:

LANDSCAPE BUFFER TRACT LB2;

Together with:

PRIVATE OPEN SPACE TRACT OS9B;

Together with:

WATER MANAGEMENT TRACT (LAKE) L13;

Together with:

WATER MANAGEMENT TRACT (LAKE) L14;

All of the Plat of DISCOVERY P.U.D., according to the plat thereof, as recorded in Plat Book 21, Pages 1 through 79, inclusive, of the Public Records of Martin County, Florida.

Signatures Follow on the Next Page

Executed by DISTRICT this _____ day of _____, 20____.

HOBE-ST. LUCIE CONSERVANCY DISTRICT

Witness Signature

Print Name

Address:

By: _____
Rick Melchiori

Title: President

ATTEST:

Witness Signature

Secretary

[DISTRICT SEAL]

Print Name

Address:

STATE OF FLORIDA)

COUNTY OF MARTIN)

The foregoing instrument was acknowledged before me by means of physical presence
or online notarization, this ___ day of _____, 20__, by _____, as
_____, for Hobe-St. Lucie Conservancy District.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____

LEGAL DESCRIPTION


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

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

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

SHEET 1 OF 2

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

REV: ---		HIGGINS ENGINEERING, INC.	Unit of Development No.1A	SCALE: N/A
FIELD: ---		4623 FOREST HILL BLVD.	Hobe-St. Lucie	DATE: OCT. 2021
DRAWN: DAB		WEST PALM BEACH, FLORIDA 33415	Conservancy District	P.A.NO.
APPR:		561-439-7807	Martin County, Florida	DR. NO.
0718-9 1A Leg-Loc Exhs for EngReport\1A Exh 2 Leg_Loc 8H.dwg				