

40 donated to Martin County for use as a recreational site under an agreement to be developed with
41 Lake Point, the District and Martin County;

42 5. the donation by Lake Point of the subject property is contingent upon Lake Point
43 obtaining all required mining permits and approvals;

44 6. the property may be donated in phases;

45 7. Lake Point will be responsible for substantially completing the stormwater manager
46 lakes and stormwater treatment area components in accordance with the District's engineering
47 standards;

48 8. Lake Point's completion of work will be certified to the District by a Florida licensed
49 engineer;

50 9. the District will update its due diligence inspections (including environmental, title and
51 project-related work) prior to accepting a phase of the Project from Lake Point as complete;

52 10. the District will be responsible for managing the recreational area for passive
53 recreational uses compatible with the project in accordance with a recreational management plan to
54 be developed by the District in cooperation with Martin County; and

55 11. Lake Point will reserve a right of reverter whereby the property will revert back to Lake
56 Point in the event that (i) it does not receive the necessary mining approvals, or (ii) the mining
57 approvals are involuntarily terminated or enjoined for more than 120 days; and

58 **WHEREAS**, the benefits of Acquisition and Development Agreement include:

59 1. the ability to cleanse, store and convey water between Lake Okeechobee, C-44/St.
60 Lucie Canal and the L-8 via three (3) existing permitted pumps;

61 2. the creation of 1,600 acres, more or less, of storage and water quality sites;

62 3. no land acquisition costs for the land other than closing and due diligence costs with
63 substantial amount of the project construction completed upon delivery of excavated portions of the
64 property;

65 4. the opportunity to reduce the Total Maximum Daily Load (TMDL) to Lake Okeechobee;

66 5. 150 acres, more or less, of recreational uplands donated to Martin County;

67 6. compliance with Martin County mining requirements to maximum depth of twenty (20)
68 feet; and

69 7. the creation of local limestone source for necessary public work projects such as the
70 Herbert Hoover Dike remediation; and

71 **WHEREAS**, the Interlocal Agreement with Martin County sets forth the cooperation
72 between the County and the District for development of the stormwater treatment area and
73 stormwater management lakes to be constructed pursuant to the Acquisition and Development
74 Agreement; and

75 **WHEREAS**, the major components of the Interlocal Agreement include:

- 76 1. Lake Point will pay the County an environmental enhancement contribution equal to
- 77 \$0.05 per cubic yard of material hauled from the property;
- 78 2. Lake Point will pay the County a hauling fee for material hauled from the property;
- 79 3. donation of the County Passive Recreation site (150 acres, more or less) to the District
- 80 and, if requested by the County, from the District to the County, subject to a conservation easement in
- 81 favor of the District;
- 82 4. designation of the project as exempt from County permitting requirements;
- 83 5. Lake Point will comply with the County's standards regarding mining;
- 84 6. the District will be the sole managing agency for the project and the recreation area
- 85 until such time as the recreation area is conveyed to the County, whereupon the County will assume
- 86 management of the recreation area and the District will continue to manage the remainder of the
- 87 project;
- 88 7. while the recreation area is in District ownership, District management will be similar to
- 89 the adjacent Dupuis Reserve;
- 90 8. as an alternative to fee ownership, the County may request a conservation easement
- 91 over the recreation area;
- 92 9. the District will convey to the County a conservation easement over the property it
- 93 acquired from Lake Point which will allow for use of the property for project purposes, including
- 94 construction, operation and maintenance of the project;
- 95 10. the District has sole and absolute discretion regarding all aspects of the project
- 96 development and implementation, subject to compliance with County excavation and dredging
- 97 engineering standards; and
- 98 11. Lake Point will terminate County development order approval regarding the ranchettes,
- 99 after it obtains rock mining permit approval,

100 **NOW THEREFORE, BE IT RESOLVED** by the Governing Board of the South Florida
101 Water Management District:

102 **Section 1.** The Governing Board of the South Florida Water Management District hereby
103 authorizes entering into the Interlocal Agreement with Martin County (Contract Number 4600001820)
104 described hereinabove regarding the District's stormwater management and treatment project for the
105 St. Lucie River Watershed Protection Program on land comprising 2,266 acres, more or less, in Martin
106 County, to be acquired from and developed by Lake Point Phase I, LLC and Lake Point Phase II, LLC.
107

108 **Section 2.** This Resolution shall take effect immediately upon adoption.

109
110 **PASSED** and **ADOPTED** this _____ day of May, 2009.

113 **SOUTH FLORIDA WATER MANAGEMENT**
114 **DISTRICT, BY ITS GOVERNING BOARD**

115
116 **ATTEST:**

By: _____
Chair

117
118 By: _____
119 District Clerk/Secretary

120
121
122
123
124 **Approved as to form:**

125
126 By: _____
127 Office of Counsel