

**Record and return to:**  
**John J. Fumero, Esq.**  
**Nason Yeager Gerson Harris & Fumero PA**  
**750 Park of Commerce Boulevard, Suite 210**  
**Boca Raton, Florida 33487**

## **Master Water Supply Agreement**

This Master Water Supply Agreement, executed on the date signed below by the J. L. Property Owners Association, Inc. ("JLPOA"), a Florida corporation with offices at 3755 Barrow Island Road, Jupiter, FL 33477, ("Master Agreement") is between JLPOA and the following bulk water users ("Water User(s)"):

1. Cape Pointe Homeowners Association, Inc. ("Water User"), a Florida not-for-profit corporation with an office at c/o Susan Nellen, CN Enterprises, PO Box 880216, Port St. Lucie, FL 34988.
2. Jonathan's Landing Golf Club, Inc. ("Water User" or "Golf Club"), a Florida corporation with an office at 16823 Captain Kirle Drive, Jupiter, FL 33477.
3. Trader's Crossing at Jonathan's Landing Condominium Association, Inc. ("Water User"), a Florida not-for-profit corporation with an office at c/o Beth Goin Coastal Community Association Management, 909 SE Central Parkway, Stuart, FL 34944.
4. Waterbend at Jonathan's Landing Condominium Association, Inc. ("Water User"), a Florida not-for-profit corporation with an office at c/o Mark Wade, Triton Property Management, 175 Toney Penna Drive, Suite 100, Jupiter, Florida 33458.
5. West Bay at Jonathan's Landing Condominium Association, Inc. ("Water User"), a Florida not-for-profit corporation with an office at c/o Stephen Skakandy, Jupiter Management, Inc. 1340 US Highway One, Suite 102, Jupiter, FL 33477.

### **Background**

A. JLPOA is the master homeowner association that represents all properties in Jonathan's Landing, a planned community in Palm Beach County, Florida, according to the Amended and Restated Declaration of Covenants and Restrictions recorded on May 10, 2006, in Book 20319 at Page 0990 in Palm Beach County, Florida (the "Declaration"), as amended from time to time. Jonathan's Landing is comprised of twenty-nine constituent entities, consisting of twenty-seven residential communities (each represented by its own homeowner or condominium association) plus the Jonathan's Landing Golf Club and the Jonathan's Landing Marina. Water User is one of

those constituent entities and owns or governs a defined portion of the land within Jonathan's Landing.

B. The Declaration includes certain protective restrictions, conditions, limitations, reservations and covenants in order to assure the most beneficial use of the community. Pursuant to Article VIII, Section A(1)(a) of the Declaration, JLPOA owns the land beneath and adjacent to the fresh water lakes and ponds within Jonathan's Landing. The Declaration sets forth responsibilities and authority of the JLPOA including but not limited to Article VIII Section A (1)(d). JLPOA owns the withdrawal facilities located on JLPOA's property and has the requisite legal ownership and control of property to withdraw water from the lakes and ponds within Jonathan's Landing subject to regulation by the South Florida Water Management District.

C. JLPOA holds Water Use Permit #50-002237-W (the "Master Permit") from the South Florida Water Management District ("SFWMD"). The Master Permit was issued January 8, 2008, expires January 9, 2028, was modified October 26, 2010, and was modified again May 20, 2014. JLPOA completed a 10-year compliance review by the SFWMD on January 2, 2018, as required by the Master Permit. The Master Permit may be modified in the future by either JLPOA or SFWMD. All activities under this Master Agreement are subject to the requirements of the Master Permit.

D. As of the date of this Master Agreement, the Master Permit authorizes JLPOA to withdraw 213,000,000 gallons of water each year from its lakes (with a maximum of 33,611,000 gallons in any one month) to irrigate 178 acres within Jonathan's Landing. This Master Agreement identifies that portion of the Master Permit allocated to each Water User in accordance with their irrigated acreage.

E. Water User desires to withdraw and use water from the JLPOA lakes and ponds in accordance with the Master Permit.

### **Terms and Conditions**

1. **Background Incorporated.** The Background information recited above is true and correct and is incorporated into and made part of this Master Agreement.

2. **Exhibits.** The following Exhibits are attached and are part of this Master Agreement.

- a. Exhibit A – Map of Withdrawal Points
- b. Exhibit B – Irrigation Water Supply Easement Form
- c. Exhibit C – Water Use Allocation and Joinder Agreement Form
- d. Exhibit D – JLPOA Maintenance Plan
- e. Exhibit E – Access Easement Form from JLPOA to Water User
- f. Exhibit F – Access Easement Form from Water User to JLPOA

3. **License for water withdrawal.** Subject to the requirements and limitations of the Master Permit, as it may be modified from time to time, JLPOA hereby grants Water User a license to withdraw water from the JLPOA lakes and ponds and use the water for irrigation in the amounts specified in this Master Agreement for each Water User. JLPOA also hereby grants Water User a license to go upon JLPOA lands, lakes and ponds to install, service, maintain and replace Water User's Facilities at locations approved by JLPOA. The licenses granted in this Master Agreement are personal to Water User and may not be transferred to another person or entity. They will terminate automatically if Water User attempts to transfer or assign them, uses the water for other than irrigation, or allows others to use the water for any purpose. The licenses granted by this Agreement are non-exclusive and subject to all applicable laws and regulations and requirements of the Master Permit. If, in JLPOA's sole discretion the water becomes unsuitable for irrigation or becomes unavailable because of a circumstance beyond the control of JLPOA including a government action, JLPOA may suspend or revoke the licenses granted by this Agreement. At Water User's request and sole expense, JLPOA will provide an easement to Water User in the form attached as **Exhibit E** to provide Water User with access to install and maintain pumping facilities as shown on Exhibit A. JLPOA will grant the easement only if Water User provides a legal description for the limited area of the pump facilities and piping to connect to Water User's irrigation system that is satisfactory to JLPOA in its sole discretion.

4. **Water use allocations.**

The following values are estimates and are subject to verification and approval by SFWMD.

a. JLPOA hereby grants **Cape Pointe Homeowners Association, Inc.** a license to withdraw water from Cape Pointe #6 as shown on **Exhibit A** and use for irrigation 6.21 million gallons of water per calendar year (the "Annual Allocation") but not more than 0.98 million gallons in any one calendar month (the "Maximum Monthly Allocation").

b. JLPOA hereby grants **Jonathan's Landing Golf Club, Inc.** a license to withdraw water from Golf Club #16 as shown on **Exhibit A** and use for irrigation 143.66 million gallons of water per calendar year (the "Annual Allocation") but not more than 22.66 million gallons in any one calendar month (the "Maximum Monthly Allocation").

c. JLPOA hereby grants **Trader's Crossing at Jonathan's Landing Condominium Association, Inc.** a license to withdraw water from Trader's Crossing #9 and Trader's Crossing #13 as shown on **Exhibit A** and use for irrigation 8.2 million gallons of water per calendar year (the "Annual Allocation") but not more than 1.29 million gallons in any one calendar month (the "Maximum Monthly Allocation").

d. JLPOA hereby grants **Waterbend at Jonathan's Landing Condominium Association, Inc.** a license to withdraw water from Watershed Pump #7 and Waterbend Pump #15 as shown on **Exhibit A** and use for irrigation 6.27 million gallons of water per calendar year

(the “Annual Allocation”) but not more than 0.99 million gallons in any one calendar month (the “Maximum Monthly Allocation”).

e. JLPOA hereby grants **West Bay at Jonathan’s Landing Condominium Association, Inc.** a license to withdraw water from West Bay Pump #8 and West Bay Pump #12 as shown on **Exhibit A** and use for irrigation 18.2 million gallons of water per calendar year (the “Annual Allocation”) but not more than 2.87 million gallons in any one calendar month (the “Maximum Monthly Allocation”).

5. **Irrigation Water Supply Easement.** At the same time Water User executes this Master Agreement, Water User shall convey to JLPOA an easement over Water User’s property to be irrigated in substantially the form attached to this Agreement as **Exhibit B**.

6. **Rights of Entry for JLPOA and for Water Users.**

a. Water User grants JLPOA, for itself and SFWMD and their employees, agents, contractors, consultants and other representatives, the right to enter over, under, upon and through the land owned or governed by Water User to inspect the Facilities, measure and verify water usage and consumption, and to install, repair, service and replace at Water User’s cost and expense any of Water User’s Facilities that are not properly maintained, repaired, serviced or replaced by Water User. JLPOA shall not exercise its right to install, repair, service, or replace Water User’s Facilities until 90 days after JLPOA gives Water User written notice of the deficiency that needs to be cured. JLPOA grants to Water User and its employees, agents, contractors, consultants and other representatives, the right to enter over, under, upon and through the land owned or governed by JLPOA to access the lake(s) and Water User’s Facilities located at the points of withdrawal for each Water User shown on **Exhibit A**.

b. Each Water User hereby grants to JLPOA the right to operate and maintain all pipes and equipment across Water User’s property that already exist on the date this Agreement becomes effective for the purpose of transferring water from JLPOA’s lakes to JLPOA’s irrigation system for use by JLPOA to irrigate its property. If JLPOA provides a legal description for the pump facilities and pipes, and requests that a Water User grant an easement for the purpose described in this subsection, Water User shall grant an easement to JLPOA at JLPOA’s sole expense in the form attached as **Exhibit F**.

7. **Costs.** Subject to the terms of this Master Agreement, Water User may withdraw water from JLPOA lakes and ponds free of charge for the water itself. JLPOA is responsible for all costs it may incur to comply with the Master Permit (“Compliance Costs”). Water User is responsible for any Compliance Costs resulting from its violation of or failure to comply with this Master Agreement or the Master Permit. In addition to Compliance Costs, if JLPOA incurs costs that are attributable to Water User’s failure to install, service, maintain or replace required Facilities or which result from Water User’s violation of, or failure to comply with any JLPOA rule or regulation, or a governmental permit, approval, or authorization, Water User shall reimburse

JLPOA for the full amount of those costs and fees. If JLPOA hires a contractor to conduct monitoring or other services and Water User submits a request to JLPOA in writing that it wishes to have the contractor also perform those services for the Water User, JLPOA may do so, and Water User shall pay JLPOA for the costs of services for the Water User. JLPOA's contractor's performance of those services does not in any way eliminate or reduce any of Water Users' Obligations set forth in this Master Agreement.

8. **Joinder of new Water Users.** New Water Users may join and become subject to this Master Agreement from time to time when JLPOA has sufficient allocation from SFWMD to accommodate them, as determined by JLPOA in its sole discretion. In order for any entity to join this Master Agreement as a Water User, the entity shall execute and deliver to JLPOA a Water Use Allocation and Joinder Agreement ("Allocation Agreement") in the form provided in **Exhibit C** and an Irrigation Water Supply Easement in the form provided in **Exhibit B**. Once joined, new Water Users will become subject to all of the terms and conditions of this Master Agreement.

9. **Modification of Allocations.** The allocations set forth in this Master Agreement may be modified from time to time in accordance with SFWMD permits and requirements. SFWMD may modify the amount of water that Water User may withdraw by issuing an Order during a water shortage event or by modifying the Master Permit. If SFWMD issues an Order, both parties shall comply with it. From time to time, JLPOA may request a modification of the Master Permit to reflect updated water use. If SFWMD modifies the Master Permit in any way that changes a Water User's allocation described in this Master Agreement, or an Allocation Agreement, that Water User and JLPOA shall execute a new Allocation Agreement to be consistent with SFWMD requirements. The new Allocation Agreement will supersede any prior agreements between the parties.

10. **Water Users' Obligations.** Water Users accept the following obligations.

a. **No Separate Water Use Permit.** Water User shall comply with the Master Permit and must not apply for or hold a water use permit of its own as long as the Water User is a party to this Master Agreement.

b. **Lake Banks.** Water User shall irrigate the banks of the Lake regardless of whether the JLPOA or the Water User owns the lake bank area. Water User's Annual Allocation and Maximum Monthly Allocation includes enough water for the lake bank area.

c. **Monitoring and Recordkeeping.** Water User shall file and keep current with JLPOA a record of all pump locations, capacities and other relevant information reasonably requested by JLPOA for its oversight of Water User's use of the licenses granted to Water User by JLPOA or for compliance with this Master Agreement or the Master Permit. Water User shall immediately notify JLPOA if it believes the water may be unsuitable for any reason or if a *force majeure* event has prevented or delayed or is likely to prevent or delay Water User's performance under this Master Agreement.

d. **Facilities.** At its own cost and expense, Water User shall purchase, install, service, maintain and replace all facilities and equipment necessary to: (i) withdraw water from the lakes and ponds at locations approved by JLPOA; (ii) measure and monitor the quantity of water it withdraws according to this Master Agreement and the Master Permit; (iii) transport the water across the land over which Water User has jurisdiction; (iv) apply the water to Water User's irrigable land; (v) achieve water conservation goals and standards established from time to time by SFWMD; and (vi) implement other reasonable requirements of JLPOA and SFWMD, including but not limited to preventing water contamination or pollution and promoting wildlife preservation or conservancy (collectively the "Facilities"). Facilities include but are not limited to meters, pumps, pipes, casings, valves, irrigation heads, electronic irrigation controls, timers, monitoring equipment, and Smart Controllers. Water User must obtain approval from JLPOA Design Control Board for all Facilities that are above ground.

e. **Landscape Irrigation Specifications.** Water User shall be aware that, 1) the Jonathan's Landing POA Landscape Irrigation Specifications as it may be amended from time to time, and 2) JLPOA's monitoring results are both posted on the JLPOA website and available for any resident to observe.

f. **Smart Controllers.** At its own expense, each Water User shall install and maintain updated Smart Controller(s) with water conservation features as described in this subparagraph 10(f) ("Smart Controllers"). Water User shall ensure that each Smart Controller provides JLPOA with "remote view only access" through a web-based connection so that JLPOA can monitor water usage and flow for reporting to SFWMD. The Smart Controller shall include a flow measurement feature and a master control valve. The Smart Controller shall learn the normal flow rate of each station such that each time the station runs this feature it compares the current real-time flow rate to the learned rate and takes user defined actions if high flow, low flow, or no flow are detected, to isolate the problem by turning off the affected station or master control valve, and then shall inform the end user by email of the alarm. The Smart Controller shall be equipped with local rain sensors to prevent watering during storms, and local soil moisture detectors to eliminate unnecessary watering.

g. **Ownership and Maintenance of Facilities.** Water User shall retain ownership of all Facilities identified in subparagraph 10(d) and at its own cost and expense shall keep them in good working order according to the manufacturer's specifications and commercially reasonable practices.

h. **Metering, Monitoring and Reporting.** Before executing this Agreement and until a Smart Controller is installed and fully operational, Water User shall install, service and maintain as part of the Facilities a meter or meters to accurately measure the quantity of water it withdraws and shall timely submit to JLPOA for transmission to SFWMD the meter readings and reports of calibration and recalibration. Each meter and Smart Controller shall be recalibrated at least every five years to satisfy the requirements of the Master Permit. However, until Water User installs a

Smart Controller(s), if JLPOA requests, Water User shall itself read its meter(s) on the 25<sup>th</sup> day of each month (or the next business day if that is a weekend or holiday) and certify the readings to JLPOA by the first business day of the following month for JLPOA's monthly report to the SFWMD. JLPOA shall provide the form for Water User's meter reports.

i. **Other Authorizations.** Water User shall secure (i) any additional permits, approvals and authorizations from any federal, state or local body with jurisdiction that may be required for Water User to use the licenses granted in this Master Agreement and (ii) any easements, approvals, and authorizations required for Water User to install, service, maintain and replace Facilities upon, over or under lands owned by others.

j. **Failure to Perform.** If Water User does not perform any of its obligations set forth in this Master Agreement and does not cure the violation or breach within 90 days after JLPOA provides written notice to Water User, JLPOA may perform the obligation(s) and Water User agrees to reimburse JLPOA for its costs in doing so.

11. **Jonathan's Landing Golf Club, Inc.'s Controllers and Monitoring Equipment.** Despite anything in this agreement to the contrary, the Golf Club is not required to meet the specifications contained in the JLPOA Landscape Irrigation Specifications because it already has facilities that meet or exceed those requirements. The Golf Club is required to comply with all other Water User requirements including but not limited to all reporting requirements.

12. **JLPOA's Obligations.** JLPOA accepts the following obligations.

a. JLPOA shall maintain the water management facilities it owns according to the Maintenance Plan attached as **Exhibit D**.

b. JLPOA shall monitor water quality as required by the Master Permit and shall make that information available on the JLPOA website.

c. JLPOA shall read Water User's Smart Controller(s) or meter(s) each month and report its findings on the JLPOA website, if Water User makes the information available to JLPOA through a web-based remote access view.

d. JLPOA shall comply with all requirements of its Master Permit and all SFWMD regulations.

13. **Water Resource Advisory Committee.** JLPOA has created and shall maintain a Water Resource Advisory Committee to advise JLPOA and make recommendations on matters related to monitoring and managing water quality in the fresh water lakes and ponds, compliance with the Master Permit, and anything else related to water resources that the JLPOA Board of Directors may assign to it. The committee includes at least one member from Cape Pointe Homeowners Association, Inc., Jonathan's Landing Golf Club, Inc., Traders' Crossing at Jonathan's Landing Condominium Association, Inc., Waterbend at Jonathan's Landing Condominium Association,

Inc., and West Bay at Jonathan's Landing Condominium Association, Inc. The committee will only be for the purpose of advising the JLPOA and will not have any authority or responsibility. The committee may consult with the Florida Cooperative Extension Service or any similarly accepted authority to develop and recommend to the JLPOA for adoption, measurable standards for water quality including but not limited to salinity.

14. **“As Is” Condition of Irrigation Water.** Water User accepts the water “as is” and shall use the water at its own risk. JLPOA makes no express or implied representation or warranty as to the quality (including, without limitation, the salinity) of water in its lakes and ponds or its fitness for irrigation or any other purpose. JLPOA is not responsible for any bodily or personal injuries or property damage caused to or sustained by Water User or anyone else that may have resulted from use of JLPOA water, including its prior use of that water. This includes, but is not necessarily limited to, the use of water that is not suitable for irrigation, stains property, or is otherwise polluted or tainted.

15. **Indemnification.** Water User agrees to indemnify and hold harmless the JLPOA, its officers, governing board, employees and agents against all claims, demands, causes of actions, suits, judgments, fines, penalties or losses incurred by JLPOA by reason of the quality of the water or the withdrawal, transport, delivery and receipt of the water from the Lake to Water User.

16. **Insurance Carried by Contractors.** Water User and JLPOA shall each notify the other in writing of the name of any contractor it may engage to perform work on the other's property and shall require the contractor (i) to carry commercial general liability insurance for not less than \$1.0 million and (ii) to have its policy endorsed to designate both Water User and JLPOA as additional insureds. Either party may from time to time increase the minimum insurance coverage to account for the effects of inflation or any reasonably perceived increase in risk.

17. **Term.** This Master Agreement and the licenses granted by it shall commence and become effective on the date that this Master Agreement is signed by the JLPOA and the initial term of the Agreement shall expire 20 years from that date, or shall coincide with the term of the Water Use Permit issued to JLPOA by SFWMD, whichever is later. This Master Agreement shall automatically renew for successive terms equal to the term of the Water Use Permit issued to JLPOA from SFWMD unless any party provides written notice that it does not wish to renew this Master Agreement at least 6 months before this Master Agreement expires, or unless any Water User terminates it as to their water use in accordance with Section 18 below. Termination of any Water User does not terminate this Master Agreement for the remaining Water Users.

18. **Termination.** JLPOA may revoke the license granted to any Water User in this Master Agreement if the Water User violates or otherwise breaches this Master Agreement and does not cure the violation or breach after 90 days after JLPOA provides written notice to Water User. Water user may withdraw from this Agreement at any time after providing JLPOA with 90 days-notice.



19. **Force Majeure Definition.** As used in this Master Agreement, *force majeure* means any act, event or occurrence not within the reasonable control of the party claiming *force majeure* to excuse its timely performance, such as but not limited to: strikes; wars; eminent domain, requisitions or other priorities of the government (either federal, state, civil or military); civil disturbances; fires, floods, explosions or other casualties; future rules, regulations, orders, laws or proclamations of governmental authorities acting under claim or color of authority; actions, suits or proceedings which seek to restrain, enjoin, prohibit or invalidate this Master Agreement, the licenses hereby created, or Water User's use of the water, or which seek to subject either party to substantial damages by reason of its past or continuing performance under this Master Agreement; and any other cause, act of God (such as a tidal event or hurricane), or weather-related event or condition that is not reasonably within the control of the party claiming *force majeure*.

20. **Notices.** Except for routine correspondence and reports to manage and administer the licenses hereby granted or which are otherwise allowed in this Master Agreement, all notices intended to assert or deny a violation of or otherwise to implement or enforce this Master Agreement shall be in writing and shall be deemed received when delivered in person or two days after being deposited in the United States mail, postage prepaid, with proof of mailing, addressed to the parties at the address stated above or at such other address as the recipient shall have previously provided in writing. Notice by email is also permitted and shall be deemed delivered on the date the email is transmitted as shown on a printed copy of the original transmission.

21. **Governing Law; Venue; Dispute Resolution.** This Master Agreement shall be governed by and construed according to the laws of the State of Florida. Any dispute arising under this Master Agreement shall first be mediated by an independent, impartial and experienced mediator who is approved by both parties. Each party shall bear its own costs and pay half the mediator's fee and related expenses. If mediation does not resolve the dispute, either party may file suit. Venue shall lie in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

22. **Waiver of Jury Trial.** Each party knowingly, voluntarily, and intentionally waives its right to a trial by jury in any action or other legal proceeding arising out of or relating to this Agreement. This waiver applies to an action or legal proceeding, whether sounding in contract, tort, or otherwise.

23. **Attorneys' Fees.** The substantially prevailing party shall be entitled to recover all or that portion of its reasonable attorneys' fees and costs, including but not limited to, pre-trial, trial, appellate and bankruptcy attorneys' fees and costs, which the court may determine to be equitable in the circumstances.

24. **No Third-Party Beneficiaries.** This Agreement is solely for the benefit of the parties to this Agreement. No person or entity other than parties to this Agreement shall have any rights or privileges under this Agreement in any capacity whatsoever, either as third-party beneficiary or otherwise.

**25. Assignment.** Water User may not assign, delegate, or otherwise transfer any portion of its rights and obligations as set forth in this Agreement. Any attempted assignment in violation of this provision shall be void.

**26. Severability.** If any provision of this Master Agreement or portion thereof, or its application to any person or circumstance, is held to be invalid, the rest of the Master Agreement shall remain valid and enforceable, and the application of the invalid portion to other persons or circumstances or in other jurisdictions shall also remain valid and enforceable.

**27. No Waiver.** No failure or delay by a party in exercising any right, power or privilege under this Master Agreement, and no course of dealing by a party, shall operate as a waiver of such right, power or privilege. No exercise of any right, power or privilege shall preclude any other or further exercise of such right, power or privilege or any other right, power or privilege. The rights and remedies created by this Master Agreement are cumulative, and they are also the exclusive rights and remedies that a party may have or assert with respect to supplying, withdrawing and using water from JLPOA lakes and ponds.

**28. Entire Agreement.** This Master Agreement may be amended only by a written instrument that expressly amends it and is duly executed by both parties. This Master Agreement is the only agreement between the parties for withdrawing and using water from JLPOA lakes and ponds; all prior agreements, practices and customs no longer apply and are null and void.

**29. Signatures.** Telecopied or electronic signatures may be used in place of original signatures on this agreement. The parties intend to be bound by the signatures on the telecopied or electronic facsimile document, and are aware that the other parties will rely on the telecopied or electronic facsimile signatures.

[Signature and Notary Blocks are found on the next 6 pages]

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties execute this Master Agreement on the date signed by JLPOA.

Signed, sealed and delivered  
in the presence of:

**J. L. PROPERTY OWNERS  
ASSOCIATION, INC.**

\_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF FLORIDA        )

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of J.L. Property Owners Association, Inc., a Florida corporation, on behalf of the corporation. He/she is  personally known to me or  has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission

Expires: \_\_\_\_\_

[Signature Page to Master Water Supply Agreement]

CAPE POINTE HOMEOWNERS ASSOCIATION, INC.

Signed, sealed and delivered  
in the presence of:

CAPE POINTE HOMEOWNERS  
ASSOCIATION, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA        )

COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_, the  
\_\_\_\_\_ of Cape Pointe Homeowners Association, Inc., a  
Florida\_ corporation, on behalf of the corporation. He/she is  personally known to me or  has  
produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission  
Expires: \_\_\_\_\_

[Signature Page to Master Water Supply Agreement]

JONATHAN'S LANDING GOLF CLUB, INC.

Signed, sealed and delivered  
in the presence of:

JONATHAN'S LANDING GOLF CLUB,  
INC.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA        )  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_, the  
\_\_\_\_\_ of Jonathan's Landing Golf Club, Inc., a  
Florida corporation, on behalf of the corporation. He/she is  personally known to me or  has  
produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission  
Expires: \_\_\_\_\_

[Signature Page to Master Water Supply Agreement]

TRADER'S CROSSING AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC.

Signed, sealed and delivered in the presence of:

TRADER'S CROSSING AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC.

\_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

STATE OF FLORIDA )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_, the \_\_\_\_\_ of Trader's Crossing at Jonathan's Landing Condominium Association, Inc., a Florida corporation, on behalf of the corporation. He/she is  personally known to me or  has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_  
Notary Public

Printed Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

[Signature Page to Master Water Supply Agreement]

**WATERBEND AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC.**

Signed, sealed and delivered  
in the presence of:

**WATERBEND AT JONATHAN'S  
LANDING CONDOMINIUM  
ASSOCIATION, INC.**

\_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF FLORIDA        )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this \_\_\_\_\_ by \_\_\_\_\_, the  
\_\_\_\_\_ of Waterbend at Jonathan's Landing Condominium  
Association, Inc., a Florida corporation, on behalf of the corporation. He/she is  personally  
known to me or  has produced \_\_\_\_\_ as identification.

[Notary Seal]

\_\_\_\_\_

Notary Public

Printed Name: \_\_\_\_\_

My Commission  
Expires: \_\_\_\_\_

[Signature Page to Master Water Supply Agreement]

WEST BAY AT JONATHAN'S LANDING CONDOMINIUM ASSOCIATION, INC.

Signed, sealed and delivered  
in the presence of:

WEST BAY AT JONATHAN'S LANDING  
CONDOMINIUM ASSOCIATION, INC.

Colleen Santacroce

Print Name: Colleen Santacroce

Connie H. Hiott

Print Name: Connie H Hiott

By: W.A. Fice

Print Name: W.A. FICE

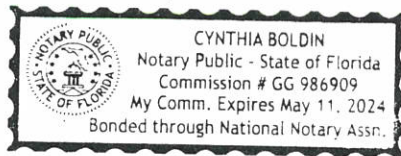
Title: PRESIDENT

STATE OF FLORIDA )  
COUNTY OF Palm Beach )

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 5 by October 2021, the  
President of West Bay a Jonathan's Landing Condominium  
Association, Inc., a Florida corporation, on behalf of the corporation. He/she is  personally  
known to me or  has produced \_\_\_\_\_ as identification.

[Notary Seal]

Cynthia Boldin  
Notary Public



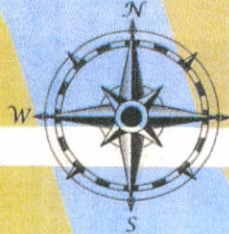
Printed Name: Cynthia Boldin

My Commission Expires: May 11, 2024



# EXHIBIT A

## IRRIGATION PUMP STATIONS REPORTED TO SFWMD BY JLPOA



- A – JLPOA Pump #1
- B – JLPOA Pump #2
- C – JLPOA Pump #3
- D – JLPOA Pump #4
- E – JLPOA Pump #5
- F – Cape Point Pump #6
- G – Waterbend Pump #7
- H – West Bay Pump #8
- I – Traders Crossing Pump #9
- J – JLPOA Pump #10
- K – JLPOA Pump #11
- L – West Bay Pump #12
- M – Traders Crossing Pump #13
- N – Windward Village Pump #14
- O – Waterbend Pump #15
- Q – Bridgegate Pump #16
- R – Bridgegate South Pump #17
- GC – Golf Course Pump #18

Alternate A1A



**Exhibit B**

**Irrigation Water Supply Easement**

This Irrigation Water Supply Easement ("Easement") granted this 5th day of October, 2021, is by and between \_\_\_\_\_, a Florida corporation ("Water User"), as Grantor, and J.L. Property Owners Association, Inc., ("JLPOA") a Florida corporation, its successors and assigns, as Grantee.

WITNESETH

WHEREAS, JLPOA holds a water use permit from the South Florida Water Management District to irrigate lands within the JLPOA community including lands owned by Water User (the "Permit"); and

WHEREAS, Grantor owns those certain tracts of real property more particularly described in the attached Exhibit "1" ("Grantor's Parcel"); and

WHEREAS, Grantor desires to grant to JLPOA a perpetual, non-exclusive easement on, over, under, across and through Grantor's Parcel so that JLPOA will have the authority to supply water for irrigation and obtain and maintain associated rights under Part II of Chapter 373, Florida Statutes and the Permit as it may be amended from time to time, for the benefit of Grantor and its residents; and

WHEREAS, Grantor desires to grant to JLPOA a perpetual, non-exclusive easement on, over, under, across and through Grantor's Parcel for pedestrian and vehicular ingress and egress;

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Grantor and JLPOA agree as follows:

Grantor hereby grants to JLPOA a perpetual, non-exclusive easement on, over, under, across, and through Grantor's Parcel for the purpose of: 1) providing JLPOA with the authority to supply water for irrigation of Grantor's Parcel, 2) providing JLPOA with the authority to obtain and maintain associated rights under Part II of Chapter 373, Florida Statutes and the Permit as it may be amended from time and 3) allowing JLPOA to monitor compliance with the Permit, and to the extent necessary, in JLPOA's sole discretion, to maintain, repair and replace irrigation facilities, which such perpetual, non-exclusive easement also includes the right of pedestrian and vehicular access over Grantor's Parcel as necessary to permit JLPOA and JLPOA's maintenance and service personnel, agents, licensees, contractors, and subcontractors, to exercise the rights granted under this Easement to

JLPOA. JLPOA shall not exercise its right to install, repair, service, or replace Water User's Facilities until 90 days after JLPOA gives Water User written notice of the deficiency that needs to be cured.

In exercising the rights granted to JLPOA under this Easement, JLPOA agrees not to unreasonably interfere with the right of use or the right of ingress and egress of Grantor, its successors and assigns, licensees, agents, employees, members or guests.

The rights, obligations and restrictions contained herein shall run with and burden Grantor's Parcel, and shall be binding upon Grantor and Grantor's successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the date first written above.

**Witnesses:**

**Grantor:**

Colleen Santacroce

Signature

Colleen Santacroce

Print Name

Connie H. Hiott

Signature

Connie H. Hiott

Print Name

WEST BAY AT JL CONDOMINIUM ASSN. INC  
HOA Name

W.A. FIRE

Signature

W.A. FIRE

Print Name

PRESIDENT

Title

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 5 day of October, 2021 by W.A. FIRE, as President of West Bay, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced as identification.

Cynthia Boldin

Notary Signature

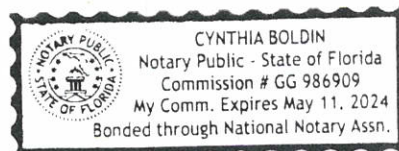
Cynthia Boldin

Print Notary Name

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: May 11, 2024



**Exhibit C**

**Water Use Allocation and Joinder Agreement**

This Water Use Allocation and Joinder Agreement (“Allocation Agreement”) is made pursuant to the Master Water Use Agreement, dated \_\_\_\_\_, (the "Master Agreement "), by and among and Jonathan’s Landing Property Owners Association, a Florida corporation (JLPOA) and the Water Users listed in the Master Agreement. In accordance with Sections 10 and 11 of the Master Agreement, the undersigned entity hereby acknowledges that it has received and reviewed a complete copy of the Master Agreement and agrees that upon execution of this Allocation Agreement, it will become a party to the Master Agreement and shall be fully bound by, and subject to, all of the covenants, terms and conditions of the Master Agreement as though an original party to it. Capitalized terms used herein without definition shall have the meanings ascribed thereto in the Master Agreement.

JLPOA hereby grants Water User a license to withdraw water from the lake(s) owned and managed by JLPOA at the withdrawal point(s) shown on **Attachment 1** and use the water only for irrigation. JLPOA authorizes Water User to withdraw up to \_\_\_\_\_ gallons of water per calendar year (the “Annual Allocation”), but not more than \_\_\_\_\_ gallons in any one calendar month (the “Maximum Monthly Allocation”). This Allocation Agreement may establish a new or revised water allocation or withdrawal location and supersedes any prior agreement or understanding between the parties.

The parties executed this Agreement on \_\_\_\_\_ [DATE].

**J. L. Property Owners Association, Inc.**

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
**Water User Name**

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

## Exhibit D

### Jonathan's Landing POA Monitoring and Maintenance Plan

#### Monitoring

1. JLPOA will monitor and record the information described below and will post it within one week on the Jonathan's Landing POA website.
2. Once each week, at approximately the same day and time, JLPOA will check all Water Control Structures (WCS) for debris at intake/flap gates; and for noticeable changes to structure, water levels in risers, end wall, flap gate, and flash boards.
3. Once each week, JLPOA shall cause its independent lake maintenance contractor to monitor and record salinity levels at the following sites as shown on **Exhibit A** of this Agreement: Site #1, North of Barrow Island Bridge; Site #2 Golf Club WCS #2; Site #3 Screw Gate Culvert #4; Site #4 South Rec WCS#4; Site #5 Longshore, west of Dickenson Dr.; and Site #6 Lake #8 west of Southporte.
4. Once each month, monitor and record chloride levels from the following monitor wells: JLOW-03 and JLOW-08 as shown on **Exhibit A** of this Agreement.

#### Maintenance

5. Based on the monitoring schedule described above, once JLPOA discovers a problem, JLPOA shall 1) remove debris and silt from flap gates, 2) remove restrictive vegetation from around the WCS, and 3) repair any animal holes found near the WCS.
6. Once each quarter, JLPOA shall:
  - 1) Check the WCS gates for marine growth and remove as needed.
  - 2) Check all seals for damage and replace as needed
  - 3) Clean seals with fresh clean water
  - 4) Lubricate all moving parts per manufacturers specifications
7. Once each year, JLPOA shall hire a licensed marine contractor to:
  - 1) Conduct an inspection of water control structures, culverts, end walls, concrete, flap gates frames and seals, erosion matting, rip rap, and the drainage structure in the lake and the pipe or other structure connecting the lake to the headwall.
  - 2) Conduct a dye test of each WCS to insure the seals are working properly
  - 3) Provide a written report with recommendations concerning needed maintenance, repairs and replacements.
8. After receiving the annual report from the marine contractor, JLPOA shall complete the recommended maintenance, repairs and replacements.

## Exhibit E

### Access Easement

This Access Easement ("Easement") granted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , is by and between J.L. Property Owners Association, Inc., ("JLPOA") a Florida corporation, as Grantor, and \_\_\_\_\_, a Florida corporation ("Water User"), its successors and assigns, as Grantee.

#### WITNESETH

WHEREAS, JLPOA holds a water use permit from the South Florida Water Management District to irrigate lands within the JLPOA community including lands owned by Water User (the "Permit"); and

WHEREAS, JLPOA and Water User have executed a Master Water Supply Agreement between Water User and JLPOA dated \_\_\_\_\_, "Agreement," whereby Water User is provided access to and allowed to draw water for irrigation from a lake more particularly described in the attached Exhibit 1 owned by JLPOA ("Grantor's Parcel"); and

WHEREAS, Grantor desires to grant to Water User a perpetual, non-exclusive easement on, over, under, across and through Grantor's Parcel to provide Water User with access to install and maintain pipes and equipment to withdraw water from the lake as more particularly described in the attached Exhibit 2 ("Easement Parcel"), for the benefit of Water User and its residents; and

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Grantor and Water User agree as follows:

Grantor hereby grants to Water User a perpetual, non-exclusive easement on, over, under, across, and through Grantor's Parcel for the purpose of: 1) installing and maintaining pipes and equipment to withdraw irrigation water from the lake in accordance with the Agreement, which such perpetual, non-exclusive easement also includes the right of pedestrian and vehicular access over Grantor's Parcel as necessary to permit Water User's maintenance and service personnel, agents, licensees, contractors, and subcontractors, to exercise the rights granted under this Easement to Water User.

In exercising the rights granted to Water User under this Easement, Water User agrees not to unreasonably interfere with the right of use or the right of ingress and egress of Grantor, its successors and assigns, licensees, agents, employees, members or guests.

The rights, obligations and restrictions contained herein shall run with and burden Grantor's Parcel, and shall be binding upon Grantor and Grantor's successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the date first written above.

**Witnesses:**

**Grantor:**

\_\_\_\_\_  
Jonathan's Landing POA

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2020 by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: \_\_\_\_\_

## Exhibit F

### Access Easement

This Access Easement ("Easement") granted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ , is by and between \_\_\_\_\_ ("Water User"), a Florida corporation as Grantor, and J.L. Property Owners Association, Inc., ("JLPOA") a Florida corporation, its successors and assigns, as Grantee.

#### WITNESETH

WHEREAS, JLPOA holds a water use permit from the South Florida Water Management District to irrigate lands within the JLPOA community including lands owned by Water User (the "Permit"); and

WHEREAS, JLPOA and Water User have executed a Master Water Supply Agreement between Water User and JLPOA dated \_\_\_\_\_, "Agreement," whereby Water User is provided access to and allowed to draw water for irrigation from a lake owned by JLPOA; and

WHEREAS, JLPOA also provides irrigation to the common areas of the community; and

WHEREAS, as part of the common area irrigation system, JLPOA owns pipelines and other facilities that traverse property owned by Water User which is more particularly described in the attached Exhibit 1 ("Grantor's Parcel"); and

WHEREAS, Grantor desires to grant to JLPOA a perpetual, non-exclusive easement on, over, under, across and through Grantor's Parcel to provide JLPOA with access to install and maintain pipes and equipment to withdraw water from the lake as more particularly described in the attached Exhibit 2 ("Easement Parcel"), for the benefit of JLPOA and its residents; and

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged Grantor and JLPOA agree as follows:

Grantor hereby grants to JLPOA a perpetual, non-exclusive easement on, over, under, across, and through Grantor's Parcel for the purpose of maintaining pipes and equipment serving the common area irrigation system, which such perpetual, non-exclusive easement also includes the right of pedestrian and vehicular access over Grantor's Parcel as necessary to permit JLPOA's maintenance and service personnel, agents, licensees, contractors, and subcontractors, to exercise the rights granted under this Easement to JLPOA.



In exercising the rights granted to JLPOA under this Easement, JLPOA agrees not to unreasonably interfere with the right of use or the right of ingress and egress of Grantor, its successors and assigns, licensees, agents, employees, members or guests.

The rights, obligations and restrictions contained herein shall run with and burden Grantor's Parcel, and shall be binding upon Grantor and Grantor's successors and assigns.

IN WITNESS WHEREOF, the Grantor has executed this Easement as of the date first written above.

**Witnesses:**

**Grantor:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Water User

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_, a Florida corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Print Notary Name

NOTARY PUBLIC

State of Florida at Large

My Commission Expires: \_\_\_\_\_