

**IN THE FIFTEENTH JUDICIAL CIRCUIT COURT IN AND
FOR PALM BEACH COUNTY, FLORIDA**

**LAKE POINT PHASE I, LLC, and
LAKE POINT PHASE II, LLC,
Florida limited liability companies,**

Plaintiffs,

v.

Case No.: 2013-CA-002122

Division: AD

**SOUTH FLORIDA WATER
MANAGEMENT DISTRICT, a
public corporation of the State of
Florida, MARTIN COUNTY, a
political subdivision of the State of
Florida, and MAGGY
HURCHALLA,**

JURY TRIAL DEMANDED

Defendants.

AMENDED COMPLAINT

Plaintiffs, Lake Point Phase I, LLC, and Lake Point Phase II, LLC (collectively, "Lake Point"), through their undersigned counsel, sue Defendants, South Florida Water Management District ("SFWMD"), Martin County (the "County"), and Maggy Hurchalla ("Hurchalla"), and allege as follows:

The Parties, Jurisdiction, and Venue

1. Lake Point Phase I, LLC, and Lake Point Phase II, LLC are Florida limited liability companies authorized to conduct business in the State of Florida.
2. SFWMD is a public corporation of the State of Florida with its principal office in Palm Beach County.
3. Martin County is a political subdivision of the State of Florida.
4. Hurchalla is a natural person and a Florida resident.

5. This Court has jurisdiction under section 26.012, Florida Statutes (2012).

6. Venue is appropriate in this Court because the principal office of the SFWMD is in Palm Beach County. Furthermore, pursuant to paragraph 22.5 of the November 21, 2008 Acquisition and Development Agreement for Public Works Project (the "Development Agreement") between Lake Point and the SFWMD, which agreement is the subject of this dispute, Palm Beach County is the exclusive venue for this matter. Under paragraphs 2, 7, and 22.4 of the Development Agreement, the County is a third party beneficiary of the Development Agreement, and is bound by the exclusive venue provision. In addition, the Development Agreement is expressly referenced by the SFWMD and the County in the May 28, 2009 Interlocal Agreement between the SFWMD, the County, and Lake Point, which is also at issue in this dispute. Alternatively, venue is appropriate in this Court because the County and Hurchalla have tortiously interfered with the Development Agreement in Palm Beach County. Martin County, therefore, is either bound by the exclusive venue provision or is a joint tortfeasor subject to venue in Palm Beach County.

The Property

7. Lake Point is the owner of land located in the County, which is more particularly described in the attached legal description as **Exhibit "A"** (the "Property"). The Property is approximately 2266 MOL acres in size. A smaller segment of the Property, more commonly known as Lake Point Ranches, is 1000 acres MOL in size (the "Lake Point Ranches Parcel").

8. On May 22, 2007, the County approved a final site plan for an agricultural subdivision on the Lake Point Ranches Parcel, which was amended and approved by the

County on December 18, 2007 (the "2007 Development Order"). As part of the 2007 Development Order, the County authorized Lake Point to excavate and haul approximately 2,000,000 cubic yards of limerock from the Lake Point Ranches Parcel.

The Negotiations and County Resolution

9. Beginning in 2008, Lake Point, the South Florida Water Management District ("SFWMD"), and the County began negotiating contracts for the development of the Property as a stormwater management and water treatment project (the "Public Works Project"). To develop the Property for such a use, it was contemplated that the Public Works Project would be created first by Lake Point excavating earthen materials, such as limerock, thereby creating water bodies for water management, treatment, storage and transfer purposes. This Public-Private partnership is the first of its kind in the State of Florida for environmental restoration.

10. The Public Works Project, as proposed and described above, is part of the Northern Everglades Restoration Plan, which is an integral part of a statewide restoration program to benefit the Florida Everglades.

11. Officials from the SFWMD have publicly concluded that the Public Works Project will have environmental benefits, including, but not limited to, the ability to improve water quality for up to ten percent (10%) of the water flowing through the St. Lucie/C-44 Canal.

12. Lake Point and the SFWMD entered into a letter of intent to develop the Property as the Public Works Project.

13. In response to the letter of intent, and to induce Lake Point to enter into the Development Agreement, the County passed Resolution 08-8.11 on August 12, 2008,

concluding that: (i) the mining operations and creation of the Public Works Project would be valuable to the environment and public as a water quality treatment and transfer area; and (ii) the Public Works Project qualified as an exempt “public stormwater management project” as defined in the County’s Land Development Regulations. From the beginning of this project, the County made it clear that the Lake Point mining and water treatment operations were environmentally sound ideas that should be pursued for the general benefit of the public. The County’s own resolutions additionally establish that Lake Point was to be exempt from County land development regulations, because Lake Point would be regulated by other governmental entities.

The Agreements

14. On November 21, 2008, Lake Point and the SFWMD entered into an Acquisition and Development Agreement for Public Works Project (the “Development Agreement”) under terms consistent with the letter of intent. The Development Agreement is attached hereto as **Exhibit B**. The Development Agreement contemplated that the Property would eventually be donated to the SFWMD, and the SFWMD agreed to partner with Lake Point to obtain all necessary regulatory permits and approvals to create a local source for limestone, and to clean and convey water for additional uses.

15. On May 28, 2009, the County entered into an Interlocal Agreement with the SFWMD for the Public Works Project. The Interlocal Agreement is attached hereto as **Exhibit C**. The County and the SFWMD entered into the Interlocal Agreement to further the goals of the Development Agreement, and to make clear that the Project was an exempt stormwater management facility under County regulations. Lake Point joined and consented to certain paragraphs of the Interlocal Agreement, and also agreed that a

portion of the Property would be donated to the County for use as a County Recreation Area.

16. The Interlocal Agreement stipulated, without any conditions or further approvals, that “the Public Works [Project] qualifies as an exempt ‘public stormwater management project’ [under the County’s land development regulations].” In furtherance of this stipulation, the County agreed that Lake Point would not be required to make a separate application for a “land clearing or excavation and mining permit” to the County. The County also agreed that Lake Point would be exempt from local regulations, including mining regulations, other than as expressly stated in the Interlocal Agreement.

17. The Interlocal Agreement further contemplated that Lake Point was not required to operate under the 2007 Development Order after it obtained all mining permits from the State of Florida Department of Environmental Protection (the "FDEP") and United States Army Corps of Engineers (the "USACOE") for construction of the Public Works Project. Consistent with its earlier resolution in 2008, the County agreed to terminate the 2007 Development Order after Lake Point obtained its state and federal mining permits. Further, the County also expressly agreed in the Interlocal Agreement that it would take no "actions to frustrate or interfere with the Mining Reservation ... on the Lake Point Property."

18. Lake Point obtained all necessary mining permits for the construction of the stormwater management facility from the FDEP and the USACOE on January 14, 2011 and January 19, 2012, respectively.

19. Hurchalla, a former Martin County Commissioner familiar with the public participation process for approvals like the ones issued for the Public Works Project, did

not attempt to comment on or object to the issuance of these state and federal permits during the public comment period.

20. The County received copies of these permits on or about the dates that they were granted. The County did not object to the permits, nor did it seek to challenge the issuance of the permits in a state or federal administrative tribunal.

21. After receipt of the permits referenced above, Lake Point began to mine the Property consistent with approvals by the State and Federal government.

22. On November 30, 2012, Lake Point requested that the County provide direction as to the paperwork needed to formalize the termination of the 2007 Development Order. On January 2, 2013, Lake Point formally requested that the County terminate the 2007 Development Order, pursuant to the parties' contracts.

Hurchalla's Interference and False Statements

23. In January of 2013, the composition of the Martin County Commission Board ("BOCC") changed, and a new County Commission was seated. The new County Commissioners described themselves as "slow growth."

24. Leading up to and in conjunction with this change in the BOCC's composition, Hurchalla started to engage in surreptitious activities targeted to interfere with Lake Point's interests. Among other activities, Hurchalla scheduled and attended private meetings with various government officials to discuss Lake Point and ways to create obstacles to the continued operation of the Public Works Project as contemplated by the contracts attached hereto.

25. In addition to these secretive meetings, it has been discovered that one of the County's commissioners, Sarah Heard ("Commissioner Heard"), has used her private

email account to communicate about Lake Point. Upon such discovery, Lake Point immediately requested copies of such emails from Heard pursuant to Florida's public records law. Commissioner Heard refused the request, claimed that her computer was "hacked," and that she was unable to recover such emails.

26. Finding such an explanation incredible, Lake Point investigated and discovered that even if Commissioner Heard's email account was "hacked," as she put it, her emails were recoverable because her private email account was a web-based account. Once Lake Point offered to recover the emails that were "hacked," Commissioner Heard hired a lawyer and refused to reach any compromise, so as not to reveal her private email communications concerning Lake Point.

27. Once she established a plan to interfere with the contracts described above, Hurchalla began making numerous material false and misleading statements verbally and in writing to the BOCC, and others, outside of normal public meetings. Her purpose, as she expressly described it, was to encourage the County to "void" the Interlocal Agreement with the SFWMD and Lake Point, and to encourage the SFWMD to breach its Development Agreement with Lake Point.

28. Examples of Hurchalla's false January 2013 statements, together with Lake Point's explanation of why each statement is false, include the following:

a. *The project has been "fast tracked and allowed to violate the rules".* **False.** Lake Point has acted pursuant to duly executed contracts and permits from, between, and with state and federal agencies. Over the course of several years, Hurchalla, along with the rest of the public, has been properly noticed and given the opportunity to voice objections or support for the project. There has been no "fast tracking" or violation of the rules.

b. *"The new plan for the 'Public Works Project' destroys 60 acres of wetlands."* **False.** No existing wetlands are being destroyed. The ongoing

activities at the Property are properly permitted by the state and federal government. Nicki Van Vonno, Martin's County's Growth Management Director, has concluded that no wetlands are being impacted.

c. "The reason for calling it a Public Works Project appeared to be that the owner no longer wanted to keep his promise about preserving wetlands. There were wetlands on top of some valuable limerock." **False.** No existing wetlands are being destroyed. Lake Point, SFWMD, and the County all agreed to declare the Property as a Public Works Project because the Lake Point project will create the ability to cleanse and convey water, and the mining activities will create public benefits for public works local projects and put people to work in the County.

d. "There was no public knowledge of any plan, concept or idea that required purchase of the Lake Point property." **False.** The contracts, along with the necessary approvals, were the subject of normal public notice requirements. Many public hearings occurred in which the "plans, concepts, and ideas" were discussed.

e. "A study was to follow that documented the benefits" but was not provided. **False.** A study was indeed presented to both the SFWMD and the County. Additionally, the Lake Point Restoration project is part of the Northern Everglades Restoration Plan.

f. "There does not appear to be any peer review ... to verify benefits from the rockpit." **False.** The SFWMD engaged in an internal peer review process. Additionally, there were several layers of review as to the benefits of the project that occurred at the federal government level.

g. "There is no discussion of the fact that mining seems to be taking place immediately adjacent to wetlands." **False.** The SFWMD, FDEP, and ACOE permits contemplate and discuss mining adjacent to wetlands.

29. Hurchalla similarly communicated the false statements to the SFWMD in Palm Beach County to encourage the SFWMD to breach the Development Agreement.

30. As a result of and in direct response to Hurchalla's efforts and false statements, the County and SFWMD have begun breaching various obligations under the Interlocal Agreement with Lake Point, including the prior contractual commitment that this Public Works Project is an exempt stormwater management project under local land development regulations. Further, notwithstanding issuance of the required permits for

Lake Point from state and federal authorities, the County is now refusing to terminate the 2007 Development Order as contractually promised, and instead is claiming that Lake Point must comply with local land development regulations beyond those expressly incorporated into the Interlocal Agreement. The County's refusal to honor its promises and previous contractual commitments is likewise a repudiation and breach of its obligations under the Interlocal Agreement. Additionally, as a result of Hurchalla's false statements, the SFWMD has likewise begun breaching its obligations under the Development Agreement.

31. On January 5, 2013, Hurchalla communicated with each member of the County's BOCC, encouraging the County to renege its contractual obligations under the Interlocal Agreement, and contending that Lake Point was not in compliance with the County's code. On January 8, 2013, the County held a duly noticed BOCC meeting to discuss the Lake Point Project. At the meeting, staff from the County adopted Ms. Hurchalla's position, contending that the Lake Point Project now was somehow not an exempt stormwater management system, and, therefore, was subject to and in violation of Martin County rules and regulations.

32. At the hearing on January 8, 2013, Anne Scott, one of the County's commissioners, made the following statement and motion in furtherance of the County's efforts to repudiate the Interlocal Agreement:

As far as I can see, we are in a position to shut this down. And I would move that we commence procedures to do so. I move that we undertake all remedies available to us, to shut this thing down.

33. Ultimately, Commissioner Scott's motion was modified to require that the County initiate code enforcement proceedings against Lake Point. The minutes of the

meeting reflect the following action to be taken against Lake Point during the January 8, 2013 meeting:

The Board directed staff to initiate code enforcement proceedings citing violations of the development order. Staff will provide status updates.

34. During the discussion period in response to Commissioner Scott's motion, the County staff sought direction from the BOCC about Lake Point's outstanding requests to terminate the 2007 Development Order pursuant to the Interlocal Agreement and Development Agreement. The BOCC instructed staff to stop any further efforts to process Lake Point's requests.

35. On January 13, 2013, Hurchalla again communicated with each member of the County's BOCC, reiterated the above false statements, argued that Lake Point was subject to and in violation of the County's code, and encouraged the County to "void" the Interlocal Agreement.

36. The County has in turn directed communications to SFWMD in Palm Beach County to encourage the SFWMD to modify or rescind the Development Agreement.

37. Moreover, County staff, on information and belief, have attended meetings with the SFWMD in Palm Beach County on the subject of how to "undo" the Development Agreement.

38. Members of the BOCC, on information and belief, have also urged the SFWMD to "dismantle" its contract with Lake Point.

The January 23, 2013 Meeting with the SFWMD

39. On January 23, 2013, Lake Point met with representatives from the SFWMD to discuss the status of the Lake Point Project.

40. At this meeting, Lake Point sought to discuss with the SFWMD various issues, including the furtherance of Lake Point as a water supply program and the creation of stormwater treatment area cells ("STA's").

41. Over the past year, and with the SFWMD's knowledge, Lake Point had developed plans and designs to create the water supply program.

42. Presentations were made to the City of West Palm Beach to demonstrate the public benefits that would be achieved by the conveyance of water to the citizens for the City of West Palm Beach.

43. At the January 23, 2013 meeting, the SFWMD abruptly told Lake Point that it was not willing to further discuss the water supply program or Lake Point's proposed designs for the STA's.

44. The SFWMD's directions were in response to the above-described actions of Martin County and Hurchalla.

45. Lake Point has expended in excess of \$1,500,000 to promote and develop the water supply program described above.

46. Furthermore, due to the above conduct, Lake Point will be forced to abandon its joint venture related to water supply from the lakes located on the Property to other jurisdictions, like the City of West Palm Beach.

The January 31, 2013 SFWMD Letter

47. After the January 23, 2013 meeting between Lake Point and the SFWMD, Lake Point was served with a letter from the SFWMD on January 31, 2013. The SFWMD demanded, among other things:

- a. That Lake Point meet with the SFWMD and attempt to accelerate and/or modify its obligations under the Development Agreement;
- b. That Lake Point convey the Lake Point Ranches Phase I Parcel to the SFWMD.

48. The County's actions have caused the SFWMD to repudiate its obligations under the Development Agreement, including a request that Lake Point accelerate and/or modify its obligations under the Development Agreement.

49. Furthermore, because the County, as described above, will not process the pending requests to terminate the 2007 Approval and the Unity of Title, Lake Point cannot meet the demands of the SFWMD's January 31, 2013 letter.

50. On February 4, 2013, the County served Lake Point with a "Notice of Violation" and contended that Lake Point was engaging in mining activities without a County permit. The County's claim that Lake Point is required to obtain a county permit, let alone that Lake Point is somehow in violation of County regulations for operating without one, is completely inconsistent with the County's promises and commitments under the Interlocal Agreement.

51. Moreover, the County's actions are a breach of the Interlocal Agreement as to the requirement that the County not frustrate or interfere with the Mining Reservation on the Lake Point Property.

The February 5, 2013 BOCC Meeting

52. On February 5, 2013, the BOCC conducted yet another meeting on the Lake Point Public Works Project.

53. Commissioner Fielding publicly stated at the meeting that the prior County Resolution declaring Lake Point as a Public Works Project was a worthless piece of paper that, in his mind, meant nothing.

54. Commissioner Heard proceeded to parrot from her notes the false statements made by Hurchalla, then concluded that she "couldn't see any benefit to the County" in abiding by their obligations under the Interlocal Agreement.

55. After the meeting, Lake Point asked that Commissioner Heard produce these notes that were, upon information and belief, prepared during collaborative meetings with Hurchalla pursuant to the Florida public records law. Heard refused to produce her notes.

56. The above conduct by the County constitutes a repudiation and breach of the Interlocal Agreement.

The County Continues to Benefit from the Lake Point Project Today

57. Portions of the proceeds from the limerock being hauled off of the Lake Point Ranches Parcel are being paid to the County pursuant to certain contractual agreements more particularly described below. To date, the County already has accepted and received approximately \$450,000 in proceeds from the limerock mining activities.

58. In addition, from 2009 to as recently as February 2013, the County has purchased over 5,000 tons of limerock mined from the Property for use in County construction and improvement projects. Indeed, the County continues to purchase

limerock today from Lake Point, even as it claims that Lake Point does not have the right to mine it.

59. At all times material and relevant hereto, Lake Point has considered the County to be an ally in the promotion of the Public Works Project and has given a substantial discount to the County for any and all of the materials that it purchases from Lake Point.

60. Prior to bringing this lawsuit, Lake Point provided Hurchalla with the opportunity to retract the above false statements through two written communications and attempted telephone calls. To date, Hurchalla has not done so.

61. All conditions precedent to bringing this action have occurred or have been waived.

COUNT I
DECLARATORY RELIEF ON DEVELOPMENT AGREEMENT
(SFWMD and County—Declaratory Relief)

62. Lake Point incorporates the allegations of paragraphs 1-61 as if fully set forth herein.

63. This is a claim for declaratory relief pursuant to chapter 86, Florida Statutes.

64. Through the January 31, 2013 letter, the SFWMD is now demanding that Lake Point convey the Lake Point Ranches Property to the SFWMD.

65. As a condition precedent to such a conveyance, Lake Point is obligated to obtain a termination of the 2007 Approval and the Unity of Title from the County.

66. The County is refusing to process Lake Point's pending request to terminate the 2007 Approval and Unity of Title until Lake Point transfers the Lake Point

Ranches Property to the SFWMD. The County's refusal to act makes it impossible to comply with the demand of the SFWMD and the obligations of the Development Agreement.

67. Lake Point is unable to either obtain the terminations from the County or transfer the property to the SFWMD without being in breach of the Development Agreement. Thus a true and actual controversy exists that necessitates this Court's resolution.

68. Lake Point seeks a declaration from this Court that Lake Point qualifies as an exempt stormwater management project pursuant to the agreements without any further action, including either the transfer of the Lake Point Ranches Property to the SFWMD, or the County's termination of the 2007 Approval and Unity of Title.

69. Lake Point further seeks a declaration from the Court that Lake Point Ranches Property does not have to be transferred to the SFWMD unless and until Lake Point obtains the terminations from the County.

WHEREFORE, Lake Point seeks declaratory relief, costs, and such other and further relief as this Court deems appropriate.

COUNT II
BREACH OF INTERLOCAL AGREEMENT
(Martin County--Damages)

70. Lake Point incorporates the allegations of paragraphs 1-61 as if fully set forth herein.

71. The Interlocal Agreement expressly contemplates that, as of the effective date of said agreement, the Lake Point Project qualifies as an exempt stormwater management project pursuant to Section 10.1.E.2.e of the County's Land Development

Regulations. The County's position now as to the status of the Lake Point project, as reflected at the January 8, 2013 meeting, is a repudiation of the Interlocal Agreement to which Lake Point joined and consented.

72. The Interlocal Agreement requires that the County process and terminate the 2007 Approval and Unity of Title upon request by Lake Point. The instructions given to the County's staff during the January 8, 2013 BOCC hearing constitute a breach of the obligations under the Interlocal Agreement.

73. By refusing to process the outstanding requests to terminate the 2007 Approval and Unity of Title as well as refusing to recognize the Lake Point project as an exempt stormwater management project, Lake Point has suffered damages.

74. The County's actions described above also constitute a breach of section 10.7 of the Interlocal Agreement, which requires that the County take no actions to frustrate Lake Point's Mining Reservation.

WHEREFORE, Lake Point demands entry of judgment for damages, interest, costs, and such other and further relief as this Court deems appropriate.

COUNT III
BREACH OF INTERLOCAL AGREEMENT
(Martin County—Injunction)

75. Lake Point incorporates the allegations of paragraphs 1-61 as if fully set forth herein.

76. The Interlocal Agreement expressly contemplates that, as of the effective date of said agreement, the Lake Point Project qualifies as an exempt stormwater management project pursuant to Section 10.1.E.2.e of the County's Land Development

Regulations. The County's position now as to the status of the Lake Point project, as reflected at the January 8, 2013 meeting, is a repudiation of the Interlocal Agreement.

77. The Interlocal Agreement requires that the County process and terminate the 2007 Approval and Unity of Title upon request by Lake Point. The instructions given to the County's staff during the January 8, 2013 BOCC hearing constitute a breach of the obligations under the Interlocal Agreement.

78. The County's actions described above constitute a breach of section 16.7 of the Interlocal Agreement, which requires that the County take no actions to frustrate Lake Point's Mining Reservation.

79. The County's refusal to process the outstanding requests to terminate the 2007 Approval and Unity of Title as well as refusing to recognize the Lake Point project as an exempt stormwater management project will irreparably harm Lake Point in that it will be unable to perform its obligations under the Development Agreement.

80. There is no adequate remedy at law for the above-described harm to Lake Point other than to direct the County to recognize the Lake Point project as an exempt stormwater management project, process the pending requests for termination of the 2007 Approval and Unity of Title, and enjoin further code enforcement proceedings that conflict with the Interlocal Agreement.

81. It is in the public interest to require that the County comply with and be held to honor the agreement that it executed with the SFWMD and Lake Point, namely the Interlocal Agreement.

WHEREFORE, Lake Point demands entry of judgment granting the injunctive relief requested herein, costs, and any further relief appropriate under the circumstances.

COUNT IV
TORTIOUS INTERFERENCE WITH THE DEVELOPMENT AND
INTERLOCAL AGREEMENTS
(Hurchalla--Injunctive Relief)

82. Lake Point incorporates the allegations of paragraphs 1 through 61 as if fully set forth herein.

83. This is a claim for injunctive relief.

84. At all relevant times Hurchalla has known of the existence of and specific terms of the Development Agreement and the Interlocal Agreement.

85. Hurchalla has actively encouraged the County to repudiate and "void" the Interlocal Agreement with the SFWMD and Lake Point, and the SFWMD to repudiate its Agreement with Lake Point. As part of these deliberate and intentional efforts, Hurchalla has knowingly made numerous false statements of material fact in writing (as set forth above).

86. With even basic investigation, Hurchalla would have known that her statements above were false and materially misleading. Hurchalla, however, made the above false statements for the sole purpose of interfering with the Interlocal Agreement and the Development Agreement.

87. Hurchalla, through actively encouraging the County and the SFWMD to "void" their contracts, and by knowingly making the false statements above, has engaged in an improper mode, method, and manner of attempting to influence the County and the SFWMD.

88. Hurchalla is singling out Lake Point, and is attempting to put Lake Point out of business. Hurchalla, further, through her conduct, is not attempting to protect an economic interest of her own.

89. The statements and conduct of Hurchalla have induced the County to breach the Interlocal Agreement, and the SFWMD to breach the Development Agreement.

90. Lake Point has been and will be irreparably harmed if an injunction is not entered requiring Hurchalla to cease and desist from any further interference with the Interlocal Agreement and the Development Agreement, if Hurchalla is not required to retract the above false statements. Lake Point lacks an adequate remedy at law.

91. The public interest is best served by the entry of the requested injunction.

WHEREFORE, Lake Point demands entry of a temporary and permanent injunction, costs, and such other and further relief as this Court deems appropriate.

COUNT V
TORTIOUS INTERFERENCE WITH THE DEVELOPMENT AND
INTERLOCAL AGREEMENTS
(Hurchalla--Damages)

92. Lake Point incorporates the allegations of paragraphs 1-61 and 84-89 as if fully set forth herein.

93. This is a claim for damages in excess of \$15,000.00.

94. Lake Point has been damaged as a result of Hurchalla's tortious interference with the Development Agreement and Interlocal Agreement as described above.

WHEREFORE, Lake Point demands entry of judgment for damages, interest, costs, and such other and further relief as this Court deems appropriate.

COUNT VI
TORTIOUS INTERFERENCE WITH THE DEVELOPMENT
AGREEMENT
(Martin County--Injunctive Relief)

95. Lake Point incorporates the allegations of paragraphs 1 through 61 as if fully set forth herein.

96. This is a claim for injunctive relief.

97. At all relevant times the County has known of the existence of and specific terms of the Development Agreement.

98. As set forth above, the County, through its conduct, has deliberately and intentionally induced the SFWMD to repudiate and breach the Development Agreement with Lake Point, for the purpose of interfering with Lake Point's rights under the Development Agreement.

99. Lake Point has been and will be irreparably harmed if an injunction is not entered requiring the County to cease and desist from any further interference with the Development Agreement. Lake Point lacks an adequate remedy at law.

100. The public interest is best served by the entry of the requested injunction.

WHEREFORE, Lake Point demands entry of a temporary and permanent injunction, costs, and such other and further relief as this Court deems appropriate.

COUNT VII
TORTIOUS INTERFERENCE WITH THE DEVELOPMENT
AGREEMENT
(Martin County--Damages)

101. Lake Point incorporates the allegations of paragraphs 1-61 and 97-98 as if fully set forth herein.

102. This is a claim for damages in excess of \$15,000.00.

103. Lake Point has been damaged as a result of the County's tortious interference with the Development Agreement as described above.

WHEREFORE, Lake Point demands entry of judgment for damages, interest, costs, and such other and further relief as this Court deems appropriate.

Lake Point Hereby Demands a Jury Trial On All Counts So Triable

/s/ Ethan J. Loeb

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CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and foregoing copy has been served via electronic mail to David A. Acton, Senior Assistant County Attorney, Martin County, DActon@martin.fl.us, and LegalEsvc@martin.fl.us, 2401 SE Monterey Road, Stuart, Florida; Jeff Collier, South Florida Water Management District, Jacollier@sfwmd.gov, litigation@sfwmd.gov, mahall@sfwmd.gov, 3301 Gun Club Road, West Palm Beach, Florida 33406-3007; and Virginia P. Sherlock, Littman, Sherlock & Heims, P.A., LSHLawfirm@gmail.com, Post Office Box 1197, Stuart, Florida 34995 this 18th day of April, 2013.

/s/ Ethan J. Loeb

ETHAN J. LOEB

Florida Bar Number 0668338