



**NEWFIELD  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MARTIN COUNTY**

**REGULAR BOARD MEETING  
JULY 28, 2022  
2:00 P.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.newfieldcdd.org](http://www.newfieldcdd.org)  
561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA  
NEWFIELD  
COMMUNITY DEVELOPMENT DISTRICT**

2400 SE Federal Highway #203

2<sup>nd</sup> Floor Conference Room

Stuart, Florida 34994

To Join Via Zoom: <https://us02web.zoom.us/j/81690499495>

Dial In: (929) 436-2866

Meeting ID: 816 9049 9495

**REGULAR BOARD MEETING**

July 28, 2022

2:00 P.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Consider Resignations and Appointments to Board Vacancies
- D. Administer Oath of Office and Review Board Member Duties and Responsibilities
- E. Establish Quorum
- F. Election of Officers
  - Chairman
  - Vice Chairman
  - Secretary/Treasurer
  - Assistant Secretaries
- G. Additions or Deletions to Agenda
- H. Comments from the Public
- I. Approval of Minutes
  - 1. May 26, 2022 Regular Board Meeting Minutes.....Page 3
- J. Old Business
- K. New Business
  - 1. Consider Approval of Assignment of Fiscal Year 2021/2022 Budget Funding Agreement.....Page 6
  - 2. Consider Approval of Assignment of Bond Financing Team Funding Agreement.....Page 9
- L. Administrative Matters
- M. Board Members Comments
- N. Adjourn

# Treasure Coast Newspapers

PART OF THE USA TODAY NETWORK

Stuart News

1801 U.S. 1, Vero Beach, FL 32960

AFFIDAVIT OF PUBLICATION

NEWFIELD COMMUNITY DEVELOPMENT DIST  
2501 BURNS RD # A

PALM BEACH GARDENS, FL 33410-5207

STATE OF WISCONSIN  
COUNTY OF BROWN

Before the undersigned authority personally appeared, said legal clerk, who on oath says that he/she is a legal clerk of the Stuart News, a daily newspaper published at Stuart in Martin County, Florida: that the attached copy of advertisement was published in the Stuart News in the following issues below. Affiant further says that the said Stuart News is a newspaper published in Stuart in said Martin County, Florida, and that said newspaper has heretofore been continuously published in said Martin County, Florida, daily and distributed in Martin County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper. The Stuart News has been entered as Periodical Matter at the Post Offices in Stuart, Martin County, Florida and has been for a period of one year next preceding the first publication of the attached copy of advertisement.

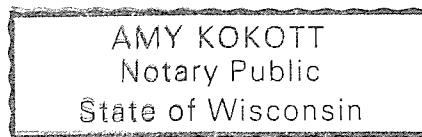
Issue(s) dated before where the dates are noted:10/13/2021

Linda Tuttle

Subscribed and sworn to before on October 13, 2021:

Amy Kokott  
Notary, State of WI, County of Brown

10/30/2025  
My commission expires



Publication Cost: \$140.22  
Ad No: 0004948243  
Customer No: 1804522  
PO #:

# of Affidavits: 1

NEWFIELD COMMUNITY  
DEVELOPMENT DISTRICT  
FISCAL YEAR 2021/2022  
MEETING SCHEDULE

The Board of Supervisors of the Newfield Community Development District will hold their regular meetings for Fiscal Year 2021/2022 at 2400 SE Federal Highway #203, 2nd Floor Conference Room, Stuart, Florida 34994, at 2:00 p.m., unless otherwise indicated as follows:

October 28, 2021  
November 18, 2021  
December 16, 2021  
January 27, 2022  
February 24, 2022  
March 24, 2022  
April 28, 2022  
May 26, 2022  
June 23, 2022  
July 28, 2022  
August 25, 2022  
September 22, 2022

The meetings are open to the public and will be conducted in accordance with the provision of Florida Law for Community Development Districts. The meetings may be continued to a date, time, and place to be specified on the record at the meeting. A copy of the agenda for these meetings may be obtained from The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410 or by calling (561) 630-4922.

There may be occasions when one or more Supervisors or staff will participate by telephone. Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (561) 630-4922 at least 48 hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Office.

A person who decides to appeal any decision made at the meeting with respect to any matter considered at the meeting is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

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

District Manager  
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT  
[www.newfieldcdd.org](http://www.newfieldcdd.org)  
Publish: Oct. 13th, 2021  
TCN4948243

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING**

To Join Via Zoom: <https://us02web.zoom.us/j/81690499495>

Dial In: (929) 436-2866  
Meeting ID: 816 9049 9495  
**MAY 26, 2022**

**A. CALL TO ORDER**

The May 26, 2022, Regular Board Meeting of the Newfield Community Development District (the “District”) was called to order at 2:04 p.m. in Suite 203 of 2400 SE Federal Highway, Stuart, Florida 34994 and via Zoom at: <https://us02web.zoom.us/j/81690499495>, Dial In: (929) 436-2866, Meeting ID: 816 9049 9495.

**B. PROOF OF PUBLICATION**

Proof of publication was presented which showed that notice of the Regular Board Meeting had been published in *The Stuart News* on October 13, 2021, as legally required.

**C. ESTABLISH A QUORUM**

A quorum was established with the following Supervisors in attendance: Vice Chairman Terence McCarthy, Supervisor Pete Spyke and Supervisor Debra Duvall.

Also in attendance were District Manager Andrew Karmeris of Special District Services, Inc.; District Counsel Lindsay Whelan of Kutak Rock, LP (via Zoom); and District Engineer Bob Higgins of Higgins Engineering, Inc. (via Zoom).

**D. ADDITIONS OR DELETIONS TO AGENDA**

There were no additions or deletions to the agenda.

**E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

There were no comments from the public for items not on the agenda.

**F. APPROVAL OF MINUTES**

**1. October 28, 2021, Regular Board Meeting**

The October 28, 2021, Regular Board Meeting minutes were presented for Board consideration.

A **motion** was made by Mr. Spyke, seconded by Ms. Duvall and passed unanimously approving the minutes of the October 28, 2021, Regular Board Meeting, as presented.

**G. OLD BUSINESS**

There were no Old Business items to come before the Board.

**H. NEW BUSINESS**

**1. Consider Resolution No. 2022-01 – Adopting Prompt Payment Policies**

Resolution No. 2022-01 was presented, entitled:

**RESOLUTION NO. 2022-01**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT ADOPTING PROMPT PAYMENT POLICIES AND PROCEDURES PURSUANT TO CHAPTER 218, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

A **motion** was made by Mr. McCarthy, seconded by Ms. Duvall and passed unanimously adopting Resolution No. 2022-01, as presented.

**2. Consider Ratification of Kutak Rock Fee Agreement**

A **motion** was made by Mr. McCarthy, seconded by Mr. Spyke and passed unanimously approving ratification of the Kutak Rock Fee Agreement as amended moving the default venue to Martin County.

**3. Consider Resolution No. 2022-02 – Adopting a Fiscal Year 2022/2023 Proposed Budget**

Resolution No. 2022-02 was presented, entitled:

**RESOLUTION NO. 2022-02**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

A **motion** was made by Ms. Duvall, seconded by Mr. McCarthy and passed unanimously adopting Resolution No. 2022-02, as presented setting the public hearing date for August 25, 2022.

**I. ADMINISTRATIVE MATTERS**

Mr. Karmeris reminded the Board to fill out their Form 1s.

**J. BOARD MEMBER COMMENTS**

There were no comments from the Board Members.

**L. ADJOURNMENT**

There being no further business to come before the Board, the meeting was adjourned at 2:14 p.m. on a **motion** made by Ms. Duvall, seconded by Mr. McCarthy and passed unanimously.

**ATTESTED BY:**

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Secretary/Assistant Secretary

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Chairperson/Vice-Chair

**ASSIGNMENT OF FISCAL YEAR 2021/2022 BUDGET FUNDING AGREEMENT**

This Assignment of that certain **NEWFIELD COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021/2022 BUDGET FUNDING AGREEMENT** (“**Assignment**”) is made this 2<sup>nd</sup> day of June 2022, by and between **SHADOW LAKE GROVES, INC.**, a Florida corporation, with a mailing address of c/o Outlook, Inc., 1717 K Street NW, Suite 900, Washington, DC 20006 (“**Assignor**”), **MAM US LLC**, a Delaware limited liability company authorized to do business in Florida, with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“**Assignee**”), and the **NEWFIELD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Martin County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**District**”).

**RECITALS**

**WHEREAS**, the District is a special unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

**WHEREAS**, Assignor and the District entered into that *Fiscal Year 2021/2022 Budget Funding Agreement* dated June 24, 2021, attached hereto as Exhibit A (“**Agreement**”), in lieu of the District levying and collecting non-ad valorem assessments to fund the District’s Fiscal Year 2021/2022 budget; and

**WHEREAS**, upon assignment of the Agreement, the Assignee shall assume responsibility for the terms of use provided pursuant to the Agreement; and

**WHEREAS**, Assignor desires to assign all of its rights and obligations under the Agreement to Assignee, and Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the Assignee and the Assignor agree as follows:

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Assignment.

**2. ASSIGNMENT OF AGREEMENT.** Assignor hereby assigns to Assignee all of Assignor’s rights and obligations under the Agreement incurred on or after June 2, 2022. Assignee hereby accepts the foregoing assignment and assumes all of Assignor’s rights and obligations under the Agreement as of the Effective Date herein. The District hereby consents to this Assignment.

**3. EFFECTIVE DATE.** This Assignment shall become effective contingent upon the closing of the sale of the majority of the property within the District from Assignor to Assignee which is planned to occur on June 2, 2022.



4. **NOTICES.** Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

If to the Assignee: MAM US LLC  
4901 Vineland Road, Suite 450  
Orlando, Florida 32811  
Attn: Leslie Candes and Tony Palumbo

If to the District: Newfield Community Development District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: District Counsel

With copy to: Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

5. **EXECUTION IN COUNTERPARTS.** This Assignment may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument.

**ACKNOWLEDGED BY:**

**NEWFIELD COMMUNITY DEVELOPMENT  
DISTRICT**

\_\_\_\_\_  
Chairperson, Board of Supervisors

**ASSIGNOR:**

**SHADOW LAKE GROVES, INC.,**  
a Florida corporation

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

**ASSIGNEE:**

**MAM US LLC**  
a Delaware limited liability company

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

**Exhibit A:** *Fiscal Year 2021/2022 Budget Funding Agreement dated June 24, 2021*

## Exhibit A

### NEWFIELD COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2021/2022 BUDGET FUNDING AGREEMENT

This Agreement ("Agreement") is made and entered into this 24th day of June 2021, by and between:

**Newfield Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Martin County, Florida ("District"), and

**Shadow Lake Groves, Inc.**, a Florida corporation, and the developer of the lands in the District ("**Developer**") with a mailing address of c/o Outlook, Inc., 1717 K Street NW, Suite 900, Washington, DC 20006.

#### Recitals

**WHEREAS**, the District was established by an ordinance adopted by the County Commission of Martin County, Florida, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees, and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, Developer presently is developing the real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities, and services and from the continued operations of the District; and

**WHEREAS**, the District is adopting its general fund budget for the Fiscal Year beginning October 1, 2021 and ending September 30, 2022 ("**Fiscal Year 2021/2022 Budget**"); and

**WHEREAS**, the Fiscal Year 2021/2022 Budget, which both parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

**WHEREAS**, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2021/2022 Budget, or utilizing such other revenue sources as may be available to it; and

**WHEREAS**, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

**WHEREAS**, the Developer agrees that the activities, operations, and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

**WHEREAS**, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1.** The Developer agrees to make available to the District the monies necessary for the operation of the District, as called for in the Fiscal Year 2021/2022 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2021/2022 Budget as shown on **Exhibit A** adopted by the District at a duly noticed meeting shall have the effect of amending this Agreement without further action of the parties. Funds provided hereunder shall be placed in the District's general checking account. In no way shall the foregoing in any way affect the District's ability to levy special assessments upon the property within the District, including the Property, in accordance with Florida law, to provide funds for any unfunded expenditures whether such expenditures are the result of an amendment to the District's Fiscal Year 2021/2022 Budget or otherwise. These payments are made by Developer in lieu of operation and maintenance assessments which might otherwise be levied or imposed by the District.

**SECTION 2.** The District shall have the right to file a continuing lien ("Lien") upon the Property described in **Exhibit B** for all payments due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this Lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's Lien. The Lien shall be effective as of the date and time of the recording of a "Notice of Lien for the Fiscal Year 2021/2022 Budget" in the public records of Martin County, Florida, stating among other things, the description of the real property and the amount due as of the recording of the Notice, and the existence of this Agreement. The District Manager, in its sole discretion, is hereby authorized by the District to file the Notice of Lien for the Fiscal Year 2021/2022 Budget on behalf of the District, without the need of further Board action authorizing or directing such filing. At the District Manager's direction, the District may also bring an action at law against the record title holders to the Property to pay the amount due under this Agreement or may foreclose the Lien against the Property in any manner authorized by law. The District may partially release any filed Lien for portions of the Property subject to a plat if and when the Developer has demonstrated, in the District's sole discretion, such release will not materially impair the ability of the District to enforce the collection of funds hereunder. In the event the Developer sells any of the Property described in **Exhibit B** after the execution of this Agreement, the Developer's rights and obligations under this Agreement shall remain the same, provided however that the District shall only have the right to file a Lien upon the remaining Property owned by the Developer.



**SECTION 3.** In the event Developer fails to make payments as and when due to the District pursuant to this Agreement, the District shall have the following remedies, in addition to other remedies available at law and equity:

**A.** At the Board's direction, the District may bring an action at law against the record title holder to the Property to pay the amount due under this Agreement or may foreclose the Lien against the Property in any manner authorized by law. The District may enforce the collection of funds due under this Agreement by action against Developer in the appropriate judicial forum in and for Martin County, Florida. The enforcement of the collection of funds in this manner shall be in the sole discretion of the District Manager on behalf of the District.

**B.** The District hereby finds that the activities, operations, and services set out in **Exhibit A** provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. Developer agrees that the activities, operations, and services set forth in **Exhibit A** provide a special and peculiar benefit to the Property equal to or in excess of the costs set out in **Exhibit A**, on an equal developable acreage basis. Therefore, in the alternative, or in addition to the other methods of collection set forth in this Agreement, the District, in its sole discretion, may choose to certify amounts due hereunder as a non-ad valorem assessment on all or any part of the Property for collection, either through the Uniform Method of Collection set forth in Chapter 197, *Florida Statutes*, or under any method of direct bill and collection authorized by Florida law. Such assessment, if imposed, may be certified on the next available tax roll of the Martin County property appraiser. Developer hereby waives and/or relinquishes any rights it may have to challenge or object to such assessments if imposed, as well as the means of collection thereof.

**SECTION 4.** This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**SECTION 5.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**SECTION 6.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other, which consent shall not be unreasonably withheld. In the event that Developer sells or otherwise disposes of its business or of all or substantially all of its assets relating to the lands within the District, including the Property, Developer will expressly require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Developer may place into escrow an amount equal to the then unfunded portion of the adopted Fiscal Year 2021/2022 Budget to fund any budgeted expenses that may arise during the remainder of the fiscal year and provide the District evidence of assignment of this Agreement

to the purchaser. Upon confirmation of the deposit of said funds into escrow, and evidence of such assignment to, and assumption by the purchaser, the Developer's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Developer's obligations. The parties hereto recognize that Developer is responsible for expenditures of the District in the Fiscal Year 2021/2022 Budget and that expenditures approved by the Board may exceed the amount adopted in the Fiscal Year 2021/2022 Budget. Developer shall notify the District in writing ninety (90) days prior to an anticipated sale or disposition of all or substantially all of the Property.

**SECTION 7.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance and specifically including the ability of the District to enforce any and all payment obligations under this Agreement in the manner described in Paragraph 3 above.

**SECTION 8.** This Agreement is solely for the benefit of the parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any person or entity not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns subject to the terms of Paragraph 6 above.

**SECTION 9.** This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue shall be in Martin County, Florida.

**SECTION 10.** This Agreement has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

**SECTION 11.** The Agreement shall be effective after execution by both parties hereto. The enforcement provisions of this Agreement shall survive its termination, until all payments due under this Agreement are paid in full.

**SECTION 12.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

ATTEST:


  
\_\_\_\_\_  
Secretary

NEWFIELD COMMUNITY  
DEVELOPMENT DISTRICT

  
\_\_\_\_\_  
Chairman, Board of Supervisors

  
\_\_\_\_\_  
Witness

SHADOW LAKE GROVES, INC.

  
\_\_\_\_\_  
By: Matthew C. Wiseman  
Its: Vice President

**Exhibit A:** Fiscal Year 2021/2022 General Fund Budget  
**Exhibit B:** Description of the Property

**Exhibit A**

Fiscal Year 2021/2022 General Fund Budget

Newfield  
Community Development District

**Final Budget For  
Fiscal Year 2021/2022  
October 1, 2021 - September 30, 2022**



# **CONTENTS**

- I      FINAL BUDGET**
- II     DETAILED FINAL BUDGET**

**FINAL BUDGET**  
**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	<b>FISCAL YEAR 2021/2022 BUDGET</b>
<b>REVENUES</b>	
O&M Assessments	0
Developer Contribution	113,625
Debt Assessments	0
Interest Income	0
<b>TOTAL REVENUES</b>	<b>\$ 113,625</b>
<b>EXPENDITURES</b>	
Supervisor Fees	0
Engineering/Inspections	15,000
Management	36,000
Legal	30,000
Assessment Roll	6,000
Audit Fees	5,000
Arbitrage Rebate Fee	650
Insurance	6,000
Legal Advertisements	5,000
Miscellaneous	1,000
Postage	300
Office Supplies	1,500
Dues & Subscriptions	175
Website Management	1,500
Trustee Fees	4,500
Continuing Disclosure Fee	1,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 113,625</b>
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ -</b>
Bond Payments	0
<b>BALANCE</b>	<b>\$ -</b>
County Appraiser & Tax Collector Fee	0
Discounts For Early Payments	0
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>

**DETAILED FINAL BUDGET**  
**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT**  
**FISCAL YEAR 2021/2022**  
**OCTOBER 1, 2021 - SEPTEMBER 30, 2022**


	FISCAL YEAR 2019/2020 ACTUAL	FISCAL YEAR 2020/2021 BUDGET	FISCAL YEAR 2021/2022 BUDGET	COMMENTS
<b>REVENUES</b>				
O&M Assessments	0	0	0	
Developer Contribution	0	81,975	113,625	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	0	0	0	
<b>TOTAL REVENUES</b>	<b>\$ -</b>	<b>\$ 81,975</b>	<b>\$ 113,625</b>	
<b>EXPENDITURES</b>				
Supervisor Fees	0	0	0	
Engineering/Inspections	0	15,000	15,000	
Management	0	24,000	36,000	12 Months X \$3,000
Legal	0	30,000	30,000	
Assessment Roll	0	0	6,000	Will Commence In Fiscal Year Following Issuing Of Bond
Audit Fees	0	0	5,000	Will Commence In Fiscal Year 2021/2022
Arbitrage Rebate Fee	0	0	650	Will Commence In Fiscal Year Following Issuing Of Bond
Insurance	0	4,000	6,000	
Legal Advertisements	0	5,000	5,000	
Miscellaneous	0	1,000	1,000	
Postage	0	300	300	
Office Supplies	0	1,500	1,500	
Dues & Subscriptions	0	175	175	Annual Fee Due Department Of Economic Opportunity
Website Management	0	1,000	1,500	12 Months X \$125
Trustee Fees	0	0	4,500	Will Commence In Fiscal Year Following Issuing Of Bond
Continuing Disclosure Fee	0	0	1,000	Will Commence In Fiscal Year Following Issuing Of Bond
<b>TOTAL EXPENDITURES</b>	<b>\$ -</b>	<b>\$ 81,975</b>	<b>\$ 113,625</b>	
<b>REVENUES LESS EXPENDITURES</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
Bond Payments	0	0	0	
<b>BALANCE</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	
County Appraiser & Tax Collector Fee	0	0	0	
Discounts For Early Payments	0	0	0	
<b>EXCESS/ (SHORTFALL)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	

**Exhibit B**

**Description of the Property**

**LEGAL DESCRIPTION**

Being a Parcel of land lying in Sections 3, 4, 5, 6, 8, 9, and 10, Township 38 South, Range 40 East, Martin County, Florida and being more fully described as follows:  
The bearings and distances recited herein are referenced to the State Plane Coordinate System, Florida East Zone, North American Datum of 1983, Adjustment of 2011.  
Commencing at the Northeast corner of said Section 10; thence, along the East line of said Section 10, South 00°06'40" West, a distance of 4008.30 feet to the North Line of the Plat of Tuscaloosa PUD, Plat Book 16, Page 39, Public Records of Martin County and the Point of Beginning of the herein described Parcel of land;  
thence, along said North line, North 89°59'55" West, a distance of 2637.59 feet;  
thence continuing along said North line, South 89°59'25" West, a distance of 2607.61 feet to the West Right-of-Way line of Boat Ramp Road, a 100 foot wide right-of-way;  
thence, along said West Right-of-Way line, South 0°07'44" East, a distance of 682.05 feet to the South Right-of-Way line of SW Citrus Boulevard as described in Official Records Book 1690, page 2736, Public Records of Martin County;  
thence, along said South Right-of-Way line, South 89°35'30" West, a distance of 1007.19 feet to the beginning of a curve concave Northerly, having a radius of 1079.82 feet and a central angle of 45°06'37"; thence along the arc of said curve to the right, a distance of 850.15 feet to the end of said curve;  
thence North 45°02'30" West, a distance of 895.49 feet to the beginning of a curve concave Northeasterly, having a radius of 13690.22 feet and a central angle of 0°49'59"; thence along the arc of said curve to the right a distance of 199.07 feet to the end of said curve;  
thence North 36°45'29" West, a distance of 872.55 feet to the beginning of a curve, concave to Southwesterly, having a radius of 1107.00 feet and a central angle of 8°32'59"; thence along the arc of said curve to the left a distance of 165.19 feet to the end of said curve;  
thence North 45°16'56" West, a distance of 647.94 feet;  
thence, departing said Southern Right-of-Way line of SW Citrus Boulevard, North 09°34'39" West, a distance of 3220.23 feet;  
thence North 60°30'06" West, a distance of 3509.19 feet;  
thence North 00°01'09" West, a distance of 2723.53 feet to the Southwesterly Right-of-Way line of said SW Citrus Boulevard to the beginning of a non-tangent curve, concave Southerly, having a radius of 2150.00 feet and a central angle of 2°51'14", sub-tended by a chord bearing North 82°00'24" West; thence along the arc of said curve to the left a distance of 107.37 feet to the end of said curve;  
thence North 83°26'14" West, a distance of 1220.58 to the beginning of a curve, concave Northeasterly, having a radius of 836.01 feet and a central angle of 65°47'02"; thence along the arc of said curve to the right, a distance of 959.86 feet to the end of said curve;  
thence North 17°39'11" West, a distance of 587.59 feet;  
thence North 7°20'49" East, a distance of 377.23 feet;  
thence North 52°20'49" East, a distance of 240.42 feet;  
thence North 7°20'49" East, a distance of 127.82 feet to the beginning of a curve, concave Southwesterly, having a radius of 656.00 feet and a central angle of 41°59'59"; thence along the arc of said curve to the left, a distance of 480.87 feet to the end of said curve;  
thence North 34°39'11" West a distance of 741.55 feet to the beginning of a curve, concave Northeasterly, having a radius of 612.70 feet and a central angle of 27°57'18"; thence along the arc of said curve to the right, a distance of 396.52 feet to the intersection with the South Right-of-Way line of the South Florida Water Management District (Canal Number 23, a non-tangent line);  
thence, along said South Right-of-Way line, South 89°55'15" East, a distance of 10626.39 feet to the Northwest corner of a parcel of land described in Official Records Book 2180, page 120;  
thence, along the West line of said parcel of land South 0°23'10" West, a distance of 3449.75 feet to the Southwest corner of said parcel of land;  
thence, along the South line of said parcel of land and the extension thereof, South 89°53'49" East, a distance of 2387.94 feet;  
thence South 0°00'00" East, a distance of 1202.29 feet;  
thence North 90°00'00" East, a distance of 500.00 feet;  
thence South 0°00'00" East, a distance of 913.89 feet;  
thence North 90°00'00" East, a distance of 546.85 feet;  
thence South 1°09'03" East, a distance of 322.34 feet;  
thence South 89°52'33" East, a distance of 780.09 feet;  
thence North 62°40'03" East, a distance of 222.06 feet;  
thence South 89°52'33" East, a distance of 230.72 feet;  
thence South 65°01'00" East, a distance of 243.57 feet;  
thence South 89°52'33" East, a distance of 362.53 feet to the Westerly Right-of-Way line of the of the Sunshine State Parkway (Florida Turnpike) a 300.00 foot Right-of-Way;  
thence, along said Westerly Right-of-Way line, South 31°29'40" East, a distance of 3804.75 feet to the intersection with the aforesaid North line of the Plat of Tuscaloosa PUD, Plat Book 16, Page 39, Public Records of Martin County;  
thence, along said North line, North 89°56'36" East, a distance of 377.89 feet to the intersection with the East line of the aforesaid Section 10 and the Point of Beginning.  
Containing 2212.167 acres, more or less.

	 <p style="font-size: small;">PROFESSIONAL ENGINEER AND SURVEYOR STATE OF FLORIDA No. 12345 - Exp. 12/31/2025 J. D. SMITH, P.E., P.S.</p>	<p style="font-size: x-small;">SKETCH &amp; LEGAL FOR: <b>Proposed Newfield CDD</b> MARTIN COUNTY FLORIDA</p> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 20%;">Name</td><td style="width: 20%;">Date</td><td style="width: 20%;">File # Drawing No.</td></tr><tr><td>N/A</td><td>Apr. 2025</td><td>18-1061-02</td></tr><tr><td>Checked By</td><td>Checked</td><td>Sheet</td></tr><tr><td>M.F.W.</td><td>P.A.</td><td>1 of 4</td></tr></table>	Name	Date	File # Drawing No.	N/A	Apr. 2025	18-1061-02	Checked By	Checked	Sheet	M.F.W.	P.A.	1 of 4
Name	Date	File # Drawing No.												
N/A	Apr. 2025	18-1061-02												
Checked By	Checked	Sheet												
M.F.W.	P.A.	1 of 4												
NO.	REVISIONS	DATE	BY											

Page 7

Surveyor's Notes:

- 1) This sketch and legal description is based on office information only and does not represent a boundary survey.
- 2) This legal description shall not be valid unless:
  - A) Provided in its entirety consisting of 4 sheets, with sheets 3 & 4 being the sketch of description.
  - B) Reproductions of the description and sketch are signed and sealed with an embossed surveyor's seal.
- 3) Bearings shown hereon are referenced to the East line of Section 10, Township 36 South, Range 40 East having a bearing of South 00°06'40" West, and all others are relative thereto.


Certification

(Not valid without the signature and original raised seal of a Florida licensed Surveyor and Mapper)

I hereby certify that the Sketch and Legal Description of the property shown and described hereon was completed under my direction and said Sketch and Description is true and correct to the best of my knowledge and belief.

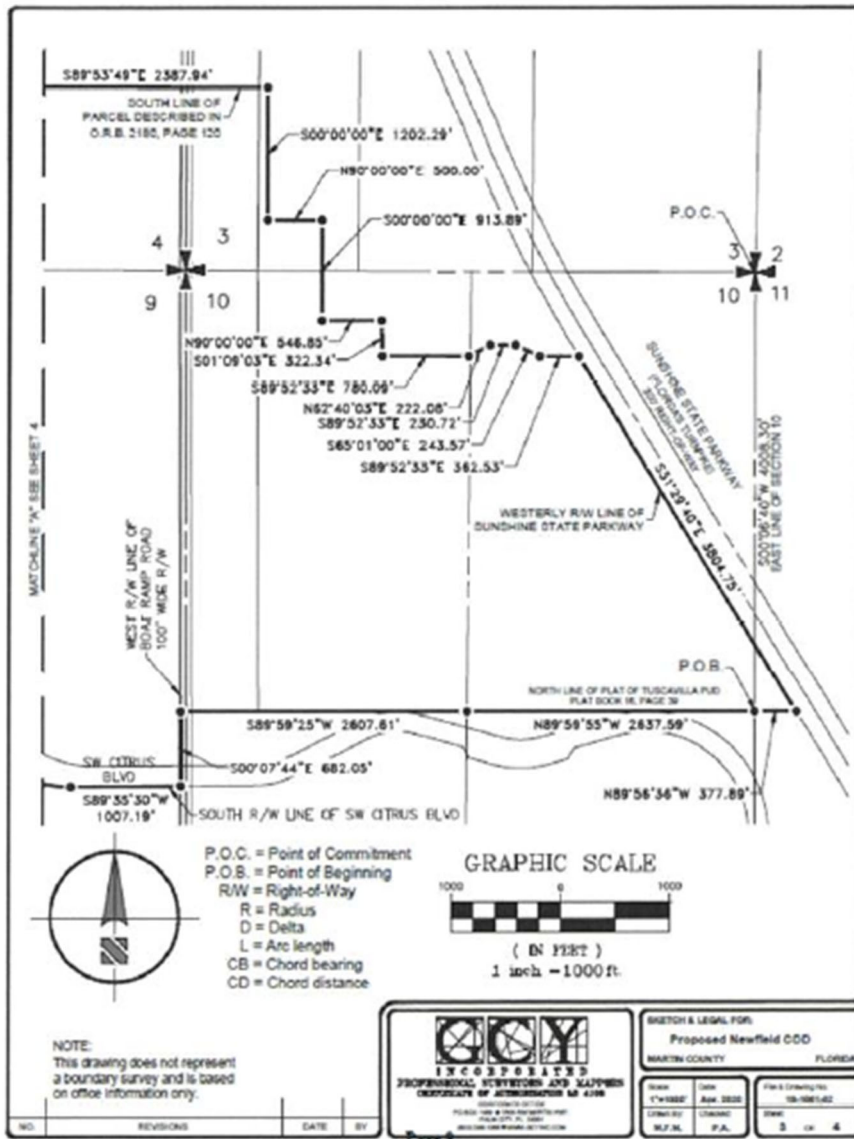
I further certify that this sketch and description meets the Standards of Practice for Surveys set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida State Statutes. The Sketch and Description is based on information furnished by client or client's representative.

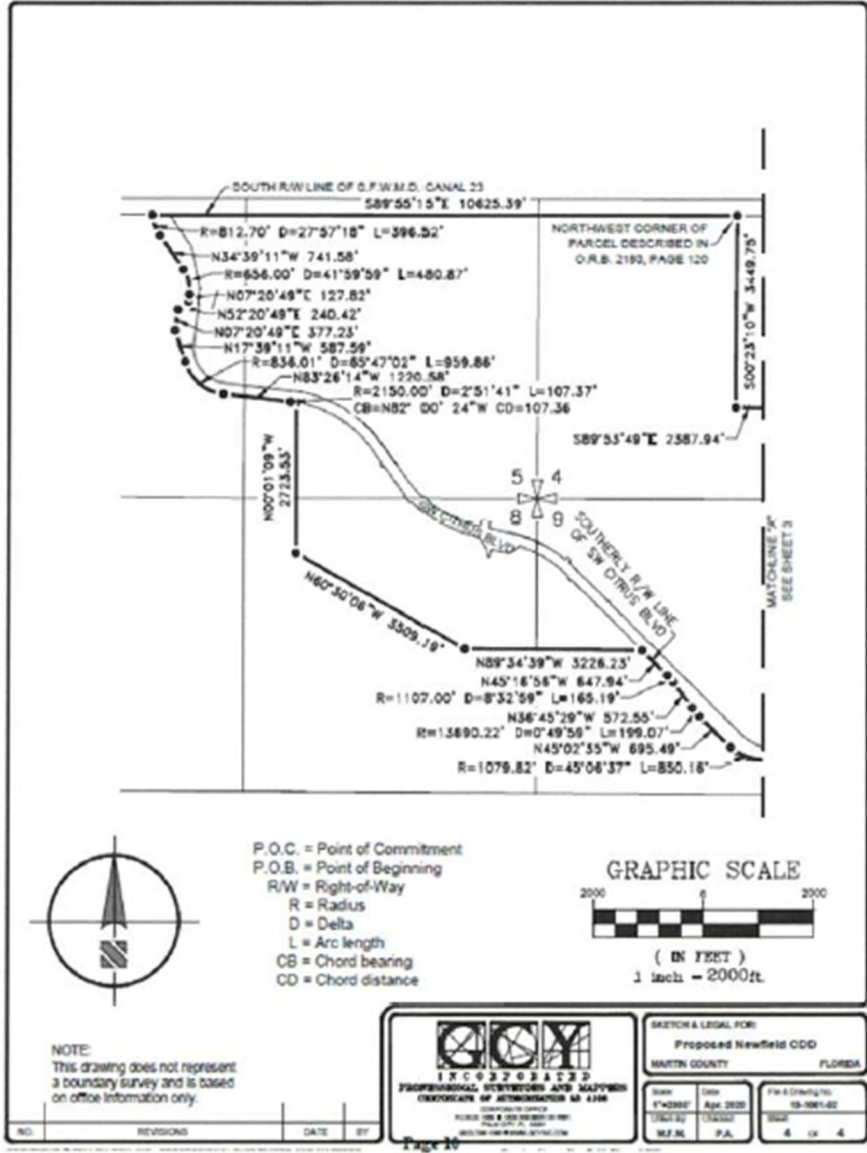
4/8/2020  
Date of Signature

  
 Peter Andersen  
 Professional Surveyor and Mapper  
 Florida Certificate No. 5190

NO.	REVISIONS	DATE	BY

 PROFESSIONAL SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORITY NO. 4158 DEPARTMENT OF REVENUE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS 1900 N.W. 10TH STREET MIAMI, FLORIDA 33136		SKETCH & LEGAL FOR: Proposed Newfield CDD MARTIN COUNTY FLORIDA	
Scale:	Date:	Form & Drawing No.:	
N/A	Apr. 2020	19-08614-02	
Drawn by:	Checked:	Date:	
R.J.M.	P.A.	2	CR 4







## ASSIGNMENT OF BOND FINANCING TEAM FUNDING AGREEMENT

This Assignment of that certain **NEWFIELD COMMUNITY DEVELOPMENT DISTRICT BOND FINANCING TEAM FUNDING AGREEMENT** (“**Assignment**”) is made this 2nd day of June 2022, by and between **SHADOW LAKE GROVES, INC.**, a Florida corporation, with a mailing address of c/o Outlook, Inc., 1717 K Street NW, Suite 900, Washington, DC 20006 (“**Assignor**”), **MAM US LLC**, a Delaware limited liability company authorized to do business in Florida, with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“**Assignee**”), and the **NEWFIELD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Martin County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**District**”).

### RECITALS

**WHEREAS**, the District is a special unit of local government established pursuant to and governed by Chapter 190, *Florida Statutes*; and

**WHEREAS**, Assignor and the District entered into that *Bond Financing Team Funding Agreement* dated January 28, 2021, attached hereto as **Exhibit A** (“**Agreement**”), to provide funds to enable the District to commence its financing program; and

**WHEREAS**, upon assignment of the Agreement, the Assignee shall assume responsibility for the terms of use provided pursuant to the Agreement; and

**WHEREAS**, Assignor desires to assign all of its rights and obligations under the Agreement to Assignee, and Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the Assignee and the Assignor agree as follows:

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Assignment.

**2. ASSIGNMENT OF AGREEMENT.** Assignor hereby assigns to Assignee all of Assignor’s rights and obligations under the Agreement incurred on or after June 2, 2022. Assignee hereby accepts the foregoing assignment and assumes all of Assignor’s rights and obligations under the Agreement as of the Effective Date herein. The District hereby consents to this Assignment.

**3. EFFECTIVE DATE.** This Assignment shall become effective contingent upon the closing of the sale of the majority of the property within the District from Assignor to Assignee which is planned to occur on June 2, 2022.



4. **NOTICES.** Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

If to the Assignee: MAM US LLC  
4901 Vineland Road, Suite 450  
Orlando, Florida 32811  
Attn: Leslie Candes and Tony Palumbo

If to the District: Newfield Community Development District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: District Counsel

With copy to: Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

5. **EXECUTION IN COUNTERPARTS.** This Assignment may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument.

**ACKNOWLEDGED BY:**

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Chairperson, Board of Supervisors

**ASSIGNOR:**

**SHADOW LAKE GROVES, INC.,**  
a Florida corporation

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

**ASSIGNEE:**

**MAM US LLC**  
a Delaware limited liability company

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

**Exhibit A:** *Bond Financing Team Funding Agreement* dated January 28, 2021

# Exhibit A

## BOND FINANCING TEAM FUNDING AGREEMENT

This Bond Financing Team Funding Agreement (“**Agreement**”) is made and entered into this 28th day of January, 2021, by and between:

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in Martin County, Florida (“**District**”), and

**SHADOW LAKE GROVES, INC.**, a Florida corporation and the developer of the lands in the District with a mailing address of c/o Outlook, Inc., 1717 K Street NW, Suite 900, Washington, DC 20006 (“**Developer**”).

### RECITALS

**WHEREAS**, the District was established by Ordinance 1150 adopted by the County Commission of Martin County, Florida, effective as of December 18, 2020, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

**WHEREAS**, the District presently expects to access the public bond market to provide for the financing of certain capital improvements, facilities, and services to benefit the lands within the District; and

**WHEREAS**, the District and the Developer desire to enter into this Agreement to provide funds to enable the District to commence its financing program.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**SECTION 1. PROVISION OF FUNDS.** Developer agrees to make available to the District such monies as are necessary to proceed with the issuance of bonds or other indebtedness to fund the District’s improvements, facilities and services.

**A.** Developer agrees to provide to the District any such monies upon receipt of an invoice from the District requesting such funds. Such funds, and all future funds provided pursuant to this Agreement, may be supplied by check, cash, wire transfer or other form of payment deemed satisfactory in the sole discretion of the District as determined by the District Manager. The District agrees to authorize District staff, including the District Engineer, District Manager, and District Counsel to proceed with the work contemplated by this Agreement, and to retain a Bond Counsel and Financial Advisor and other professional assistance as may be necessary to proceed with the work contemplated by this Agreement.

**B.** Developer and the District agree that all fees, costs or other expenses incurred by the District for the services of the District’s Engineer, Counsel, Financial Advisor or

other professionals, for the work contemplated by this Agreement shall be paid solely from the funds provided by Developer pursuant to this Agreement. Such payments shall be made in accordance with the District's normal invoice and payment procedures. The District agrees that any funds provided by Developer pursuant to this Agreement shall be used solely for fees, costs, and expenses arising from or related to the work contemplated by this Agreement.

C. The District agrees to provide to Developer, on a monthly basis, copies of all invoices, requisitions, or other bills for which payment is to be made from the funds provided by Developer. The District agrees to provide to Developer, monthly, a statement from the District Manager showing funds on deposit prior to payment, payments made, and funds remaining on deposit with the District.

D. Developer agrees to provide funds within fifteen (15) days of receipt of written notification from the District Manager of the need for such funds.

E. In the event that Developer fails to provide any such funds pursuant to this Agreement, Developer and the District agree the work may be halted until such time as sufficient funds are provided by Developer to ensure payment of the costs, fees or expenses which may be incurred in the performance of such work.

**SECTION 2. TERMINATION.** Developer and District agree that Developer may terminate this Agreement without cause by providing ten (10) days written notice of termination to the District. Any such termination by Developer is contingent upon Developer's provision of sufficient funds to cover any and all fees, costs or expenses incurred by the District in connection with the work to be performed under this Agreement as of the date by when notice of termination is received. Developer and the District agree that the District may terminate this Agreement due to a failure of Developer to provide funds in accordance with Section 1 of this Agreement, by providing ten (10) days written notice of termination to Developer; provided, however, that the Developer shall be provided a reasonable opportunity to cure any such failure.

**SECTION 3. CAPITALIZATION.** The parties agree that all funds provided by Developer pursuant to this Agreement may be reimbursable from proceeds of District financing for capital improvements, and that within forty-five (45) days of receipt of the proceeds by the District of bonds or notes for the District's capital projects, the District shall reimburse Developer in full, exclusive of interest, for these advances; provided, however, that in the event Bond Counsel determines that any such monies are not properly reimbursable, such funds shall be deemed paid in lieu of taxes or debt service assessments levied by the District. In the event that District bonds are not issued within five (5) years of the date of this Agreement, all funds provided by Developer pursuant to this Agreement shall be deemed paid in lieu of taxes or debt service assessments levied by the District.

**SECTION 4. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

**SECTION 5. ENFORCEMENT OF AGREEMENT.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorney's fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**SECTION 6. AGREEMENT.** This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.

**SECTION 7. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

**SECTION 8. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

**SECTION 9. NOTICES.** All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

**A. If to District:** Newfield Community Development District  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attn: District Manager

**With a copy to:** Hopping Green & Sams, P.A.  
119 S. Monroe Street, Suite 300  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to Developer:** Shadow Lake Groves, Inc.  
c/o Outlook, Inc.  
1717 K Street NW, Suite 900  
Washington, DC 20006  
Attn: Matt Winton

**With a copy to:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

**SECTION 10. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

**SECTION 11. ASSIGNMENT.** Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

**SECTION 12. CONTROLLING LAW; VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue shall be in Martin County, Florida.

**SECTION 13. EFFECTIVE DATE.** The Agreement shall be effective after execution by both parties hereto and shall remain in effect unless terminated by either of the parties hereto.

**SECTION 14. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement are public records and are treated as such in accordance with Florida law.

*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties execute this Agreement to be effective the day and year first written above.

ATTEST:

  
\_\_\_\_\_  
Secretary


NEWFIELD COMMUNITY  
DEVELOPMENT DISTRICT

  
\_\_\_\_\_  
Chairman, Board of Supervisors

SHADOW LAKE GROVES, INC.

WITNESSES:

  
\_\_\_\_\_  
Print Name: Sarah Bouanger

  
\_\_\_\_\_  
By: Matthew Winton  
Its: Vice President