



**NEWFIELD
COMMUNITY DEVELOPMENT
DISTRICT**

MARTIN COUNTY

**REGULAR BOARD MEETING
MAY 31, 2023
9:30 A.M.**

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

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
Stuart, Florida 34994
Conference Call (877) 873-8017 Access # 9758310
REGULAR BOARD MEETING
May 31, 2023
9:30 A.M.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public
- F. Approval of Minutes
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- H. New Business
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- K. Adjourn

Miscellaneous Notices

Published in Press Journal on May 22, 2023

Location

Indian River County, Florida

Notice Text

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT NOTICE OF REGULAR BOARD OF SUPERVISORS' MEETING The Board of Supervisors ("Board") of the Newfield Community Development District ("District") will hold a Regular Board of Supervisors' Meeting ("Meeting") on May 31, 2023, at 9:30 a.m. in the Second Floor Conference Room located at 2400 SE Federal Highway, #203, Stuart, Florida 34994, where the Board may consider any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager, Special District Services, Inc., The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410, (561) 630-4922 ("District Manager's Office"), during normal business hours, or by visiting the District's website at www.newfieldcdd.org. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The Meeting may be continued to a date, time, and place to be specified on the record at the Meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone. Any person requiring special accommodations at this Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (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 Manager's Office. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the Meeting is advised that person will need a record of 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. Andrew Karmeris District Manager NEWFIELD COMMUNITY DEVELOPMENT DISTRICT www.newfieldcdd.org PUB: STUART NEWS 05/22/23 TCN5705852

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING & PUBLIC HEARING
MARCH 29, 2023**

A. CALL TO ORDER

The March 29, 2023, Regular Board Meeting of the Newfield Community Development District (the “District”) was called to order at 9:39 p.m. in Suite 203 of 2400 SE Federal Highway, Stuart, Florida 34994 and via Dial In: (877) 873-8017 – Access #: 9758310.

B. PROOF OF PUBLICATION

Proof of publication was presented which showed that notice of the Regular Board Meeting and Public Hearing had been published in *The Stuart News* on March 3, 2023, & March 10, 2023 as legally required.

C. ESTABLISH QUORUM

A quorum was established with the following Supervisors in attendance: Chairman Frank Covelli, Vice Chairman Steven Dassa, and Supervisor Jason Corp.

Also in attendance were: District Managers Andrew Karmeris of Special District Services, Inc.; District Counsel Lindsay Whelan of Kutak Rock LLP (via phone); and Robert Higgins of Higgins Engineering, Inc.

Local resident Gail Goldy was also in attendance.

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. February 10, 2023 Regular Board Meeting

The February 10, 2023, Regular Board Meeting minutes were presented for Board consideration.

A **motion** was made by Mr. Dassa, seconded by Mr. Covelli and passed unanimously approving the minutes of the February 10, 2023, Regular Board Meeting, as presented.

G. PUBLIC HEARING – IMPOSING MASTER DEBT SERVICE SPECIAL ASSESSMENTS

The Public Hearing on Imposing Master Debt Service Special Assessments was opened at 9:40 a.m.

1. Proof of Publication

Proof of publication was presented which showed that notice of the Public Hearing had been published in *The Stuart News* on March 3, 2023, & March 10, 2023 as legally required.

2. Consider Approval of Final Master Engineer's Report

Mr. Higgins presented the Final Master Engineer's Report.

A **motion** was made by Mr. Corp, seconded by Mr. Covelli and passed unanimously approving the Final Master Engineer's Report, as presented.

3. Consider Approval of Final Master Assessment Methodology Report

Mr. Karmeris presented the Final Master Assessment Methodology Report.

Mrs. Whelan then asked Mr. Karmeris if the assessments were fairly and reasonably allocated and Mr. Karmeris replied in the affirmative.

A **motion** was made by Mr. Dassa, seconded by Mr. Covelli and passed unanimously approving the Final Master Assessment Methodology Report, as presented.

4. Receive Public Comment on Imposing Debt Service Special Assessments

There were no comments from the public.

5. Consider Resolution No. 2023-06 – Imposing Master Debt Special Assessments

Mrs. Whelan presented Resolution No. 2023-06 and gave a summary.

Mrs. Whelan then asked Mr. Karmeris if the assessments were fairly and reasonably allocated and Mr. Karmeris replied in the affirmative.

RESOLUTION 2023-06

A RESOLUTION OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, FLORIDA STATUTES; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT REVENUE BONDS; MAKING

PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO HOMEOWNERS ASSOCIATIONS, PROPERTY OWNERS ASSOCIATION AND/OR GOVERNMENTAL ENTITIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

A **motion** was made by Mr. Dassa, seconded by Mr. Corp and passed unanimously approving Resolution No. 2023-06 – Imposing Master Debt Special Assessments, as presented.

The Public Hearing on the Imposing Master Debt Special Assessments was closed at 9:45 a.m.

H. OLD BUSINESS

There was no old business to present.

I. NEW BUSINESS

1. Consider Resolution No. 2023-07 – Adopting Compensation for Board Members

Mr. Karmeris presented Resolution No. 2023-07 and gave a summary.

RESOLUTION 2023-07

A RESOLUTION OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT PROVIDING A POLICY FOR COMPENSATION OF BOARD MEMBERS.

A **motion** was made by Mr. Corp, seconded by Mr. Covelli and passed unanimously approving Resolution No. 2023-07 – Providing a Policy For Compensation of Board Members, as presented.

J. ADMINISTRATIVE MATTERS

There were no Administrative Matters to come before the Board.

K. BOARD MEMBER COMMENTS

There were no further Board member comments.

L. ADJOURNMENT

There being no further business to come before the Board, Mr. Covelli adjourned the meeting at 9:48 a.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT**

This Agreement (“Agreement”) is made and entered into this _____ day of _____ 2023, 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

MAM US LLC, a Delaware limited liability company, and the developer of the lands in the District, with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“MAM US”), and

Mattamy Palm Beach, LLC, a Delaware limited liability company and a landowner in the District, with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“Mattamy,” and together with MAM US, the “Landowner”).

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, Landowner 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, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024 Budget**”); and

WHEREAS, the Fiscal Year 2023/2024 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 Landowner, that will benefit from the activities, operations and services set forth in the Fiscal Year 2023/2024 Budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Landowner 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 Landowner 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 Landowner 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 Landowner agrees to make available to the District the monies necessary for the operation of the District, as called for in the Fiscal Year 2023/2024 Budget attached hereto as **Exhibit A**, within fifteen (15) days of written request by the District. Amendments to the Fiscal Year 2023/2024 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 2023/2024 Budget or otherwise. These payments are made by Landowner 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 2023/2024 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 2023/2024 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 Landowner 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 Landowner sells any of the Property described in **Exhibit B** after the execution of this Agreement, the Landowner'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 Landowner.

SECTION 3. In the event Landowner 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 Landowner 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. Landowner 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. Landowner 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 Landowner 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, Landowner will expressly

require that the purchaser agree to be bound by the terms of this Agreement. In the event of such sale or disposition, Landowner may place into escrow an amount equal to the then unfunded portion of the adopted Fiscal Year 2023/2024 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 Landowner's obligation under this Agreement shall be deemed fulfilled and this Agreement terminated with respect to Landowner's obligations. The parties hereto recognize that Landowner is responsible for expenditures of the District in the Fiscal Year 2023/2024 Budget and that expenditures approved by the Board may exceed the amount adopted in the Fiscal Year 2023/2024 Budget. Landowner 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.

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

ATTEST:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

MAM US LLC

Witness

By: _____
Its: _____

MATTAMY PALM BEACH, LLC

Witness

By: _____
Its: _____

Exhibit A: Fiscal Year 2023/2024 General Fund Budget

Exhibit B: Description of the Property

Exhibit A

Fiscal Year 2023/2024 General Fund Budget

Exhibit B

Description of the Property

LEGAL DESCRIPTION															
<p>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:</p> <p>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.</p> <p>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 Tuscavilla PUD, Plat Book 16, Page 39, Public Records of Martin County and the Point of Beginning of the herein described Parcel of land;</p> <p>thence, along said North line, North 89°59'55" West, a distance of 2637.59 feet;</p> <p>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;</p> <p>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;</p> <p>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 850.16 feet to the end of said curve;</p> <p>thence North 45°02'35" West, a distance of 695.49 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;</p> <p>thence North 36°45'29" West, a distance of 572.55 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;</p> <p>thence North 45°16'56" West, a distance of 647.94 feet;</p> <p>thence, departing said Southerly Right-of-Way line of SW Citrus Boulevard, North 89°34'39" West, a distance of 3226.23 feet;</p> <p>thence North 60°30'06" West, a distance of 3509.19 feet;</p> <p>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°51'41", 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;</p> <p>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;</p> <p>Thence North 17°39'11" West, a distance of 587.59 feet;</p> <p>Thence North 7°20'49" East, a distance of 377.23 feet;</p> <p>Thence North 52°20'49" East, a distance of 240.42 feet;</p> <p>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;</p> <p>Thence North 34°39'11" West a distance of 741.58 feet to the beginning of a curve, concave Northeasterly, having a radius of 812.70 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;</p> <p>Thence, along said South Right-of-Way line, South 89°55'15" East, a distance of 10625.39 feet to the Northwest corner of a parcel of land described in Official Records Book 2180, page 120;</p> <p>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;</p> <p>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;</p> <p>Thence South 0°00'00" East, a distance of 1202.29 feet;</p> <p>Thence North 90°00'00" East, a distance of 500.00 feet;</p> <p>Thence South 0°00'00" East, a distance of 913.89 feet;</p> <p>Thence North 90°00'00" East, a distance of 546.85 feet;</p> <p>Thence South 1°09'03" East, a distance of 322.34 feet;</p> <p>Thence South 89°52'33" East, a distance of 780.09 feet;</p> <p>Thence North 62°40'03" East, a distance of 222.08 feet;</p> <p>Thence South 89°52'33" East, a distance of 230.72 feet;</p> <p>Thence South 65°01'00" East, a distance of 243.57 feet;</p> <p>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's Turnpike) a 300.00 foot Right-of-Way;</p> <p>Thence, along said Westerly Right-of-Way line, South 31°29'40" East, a distance of 3804.75 feet to the inter section with the aforesaid North line of the Plat of Tuscavilla PUD, Plat Book 16, Page 39, Public Records of Martin County;</p> <p>Thence, along said North line, North 89°56'36" West, a distance of 377.89 feet to the intersection with the East line of the aforesaid Section 10 and the Point of Beginning.</p> <p>Containing 2212.167 acres, more or less.</p>															
 <p style="font-size: small; margin: 0;"> OCEY INCORPORATED PROFESSIONAL SURVEYORS AND MAPPERS CERTIFICATE OF AUTHORIZATION NO. 4108 <small>CORPORATE OFFICE 4000 W. US HWY 90, SUITE 200, PALM BEACH, FL 33410 (561) 844-0000 • www.ocey.com</small> </p>															
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" style="text-align: center; padding: 2px;"> SKETCH & LEGAL FOR: Proposed Newfield CDD </td> </tr> <tr> <td style="width: 50%; padding: 2px;">MARTIN COUNTY</td> <td colspan="2" style="width: 50%; padding: 2px;">FLORIDA</td> </tr> <tr> <td style="width: 33%; padding: 2px;">Scale: N/A</td> <td style="width: 33%; padding: 2px;">Date: Apr. 2020</td> <td style="width: 33%; padding: 2px;">File & Drawing No. 18-1061-02</td> </tr> <tr> <td style="padding: 2px;">Drawn By: M.F.M.</td> <td style="padding: 2px;">Checked: P.A.</td> <td style="padding: 2px;">Sheet: 1 of 4</td> </tr> </table>				SKETCH & LEGAL FOR: Proposed Newfield CDD			MARTIN COUNTY	FLORIDA		Scale: N/A	Date: Apr. 2020	File & Drawing No. 18-1061-02	Drawn By: M.F.M.	Checked: P.A.	Sheet: 1 of 4
SKETCH & LEGAL FOR: Proposed Newfield CDD															
MARTIN COUNTY	FLORIDA														
Scale: N/A	Date: Apr. 2020	File & Drawing No. 18-1061-02													
Drawn By: M.F.M.	Checked: P.A.	Sheet: 1 of 4													
NO.	REVISIONS	DATE	BY												

ADDRESS: 4850 W. US HWY 90, SUITE 200, PALM BEACH, FL 33410 TEL: 561-844-0000 FAX: 561-844-0001 WWW: www.ocey.com

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 38 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.

4/6/2020
Date of Signature

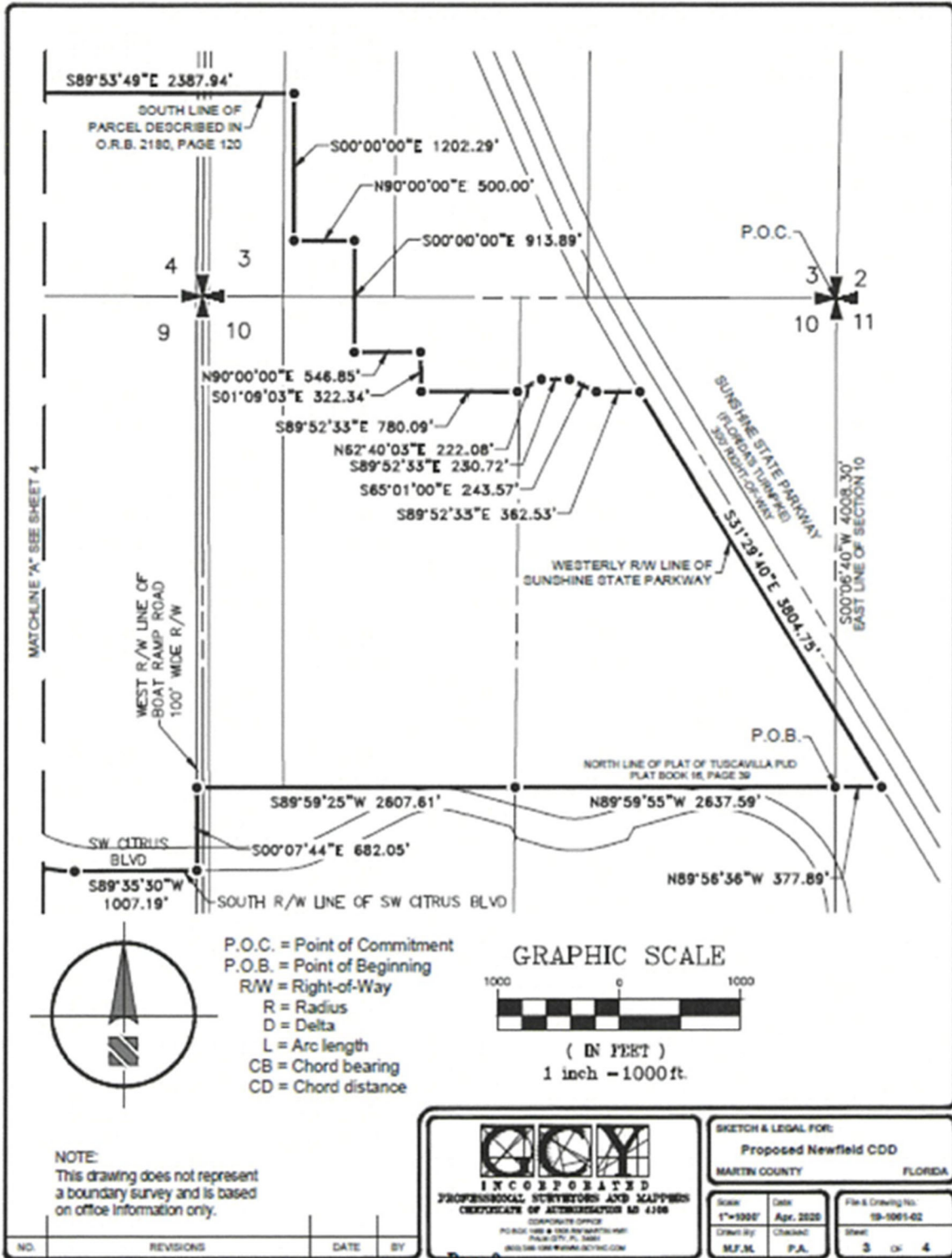

Peter Andersen
Professional Surveyor and Mapper
Florida Certificate No. 5199

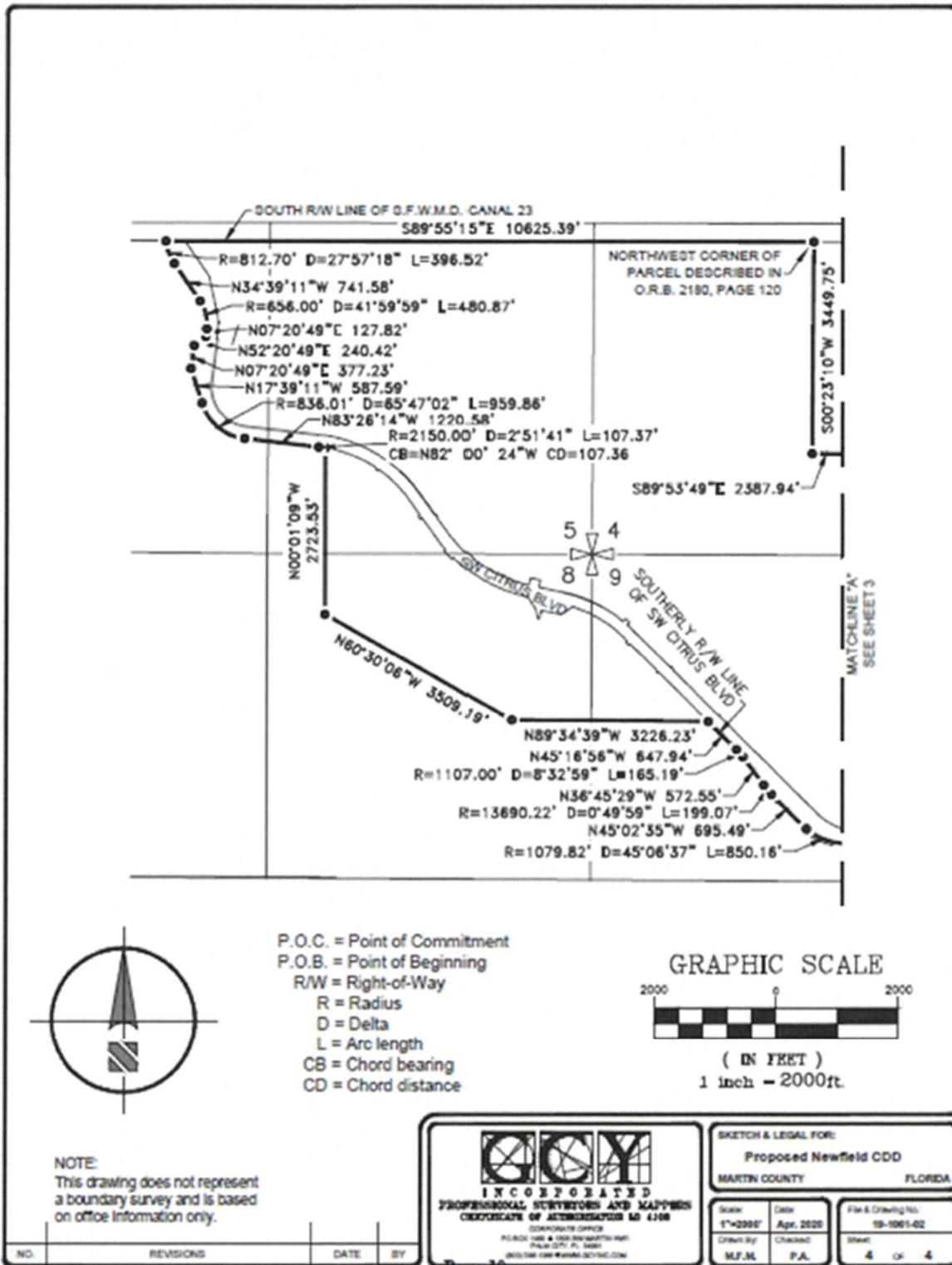
NO.	REVISIONS	DATE	BY



SKETCH & LEGAL FOR:
Proposed Newfield CDD
MARTIN COUNTY FLORIDA

Scale	Date	File & Drawing No.
N/A	Apr. 2020	19-1061-02
Drawn By	Checked	Sheet
M.F.M.	P.A.	2 of 4





RESOLUTION 2023-08

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors (“**Board**”) of the Newfield Community Development District (“**District**”) prior to June 15, 2023, a proposed budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT:

1. PROPOSED BUDGET APPROVED. The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. SETTING A PUBLIC HEARING. A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour, and location:

DATE: _____, 2023
HOUR: 9:30 a.m.
LOCATION: 2400 SE Federal Highway, #203
Stuart, Florida 34994

3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL-PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Proposed Budget to Martin County at least sixty (60) days prior to the hearing set above.

4. POSTING OF PROPOSED BUDGET. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least forty-five (45) days.

5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. SEVERABILITY. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 31st day of May, 2023.

ATTEST:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A

Fiscal Year 2023/2024 Budget

Newfield
Community Development District

**Proposed Budget For
Fiscal Year 2023/2024
October 1, 2023 - September 30, 2024**

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PROPOSED BUDGET
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2023/2024 BUDGET
REVENUES	
O&M Assessments	0
Developer Contribution	120,609
Debt Assessments	0
Interest Income	0
TOTAL REVENUES	\$ 120,609
EXPENDITURES	
Supervisor Fees	0
Engineering/Inspections	15,000
Miscellaneous Maintenance	5,000
Management	38,184
Legal	30,000
Assessment Roll	6,000
Audit Fees	5,000
Arbitrage Rebate Fee	650
Insurance	5,800
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
TOTAL EXPENDITURES	\$ 120,609
REVENUES LESS EXPENDITURES	\$ -
Bond Payments	0
BALANCE	\$ -
County Appraiser & Tax Collector Fee	0
Discounts For Early Payments	0
EXCESS/ (SHORTFALL)	\$ -

DETAILED PROPOSED BUDGET
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024
OCTOBER 1, 2023 - SEPTEMBER 30, 2024

	FISCAL YEAR 2021/2022	FISCAL YEAR 2022/2023	FISCAL YEAR 2023/2024	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
O&M Assessments	0	0	0	
Developer Contribution	62,891	114,505	120,609	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	4	0	0	
TOTAL REVENUES	\$ 62,895	\$ 114,505	\$ 120,609	
EXPENDITURES				
Supervisor Fees	0	0	0	
Engineering/Inspections	2,303	15,000	15,000	
Miscellaneous Maintenance	0	0	5,000	Miscellaneous Maintenance
Management	36,000	37,080	38,184	CPI Increase (Capped At 3%)
Legal	13,631	30,000	30,000	
Assessment Roll	0	6,000	6,000	Will Commence In Fiscal Year Of Bond Issuance
Audit Fees	3,200	5,000	5,000	Price Will Increase Following Bond Issuance
Arbitrage Rebate Fee	0	650	650	Will Commence In Fiscal Year Following Issuing Of Bond
Insurance	5,000	5,800	5,800	Insurance Estimate
Legal Advertisements	468	5,000	5,000	
Miscellaneous	112	1,000	1,000	
Postage	129	300	300	
Office Supplies	373	1,500	1,500	
Dues & Subscriptions	175	175	175	Annual Fee Due Department Of Economic Opportunity
Website Management	1,500	1,500	1,500	12 Months X \$125
Trustee Fees	0	4,500	4,500	Will Commence In Fiscal Year Following Issuing Of Bond
Continuing Disclosure Fee	0	1,000	1,000	Will Commence In Fiscal Year Following Issuing Of Bond
TOTAL EXPENDITURES	\$ 62,891	\$ 114,505	\$ 120,609	
REVENUES LESS EXPENDITURES	\$ 4	\$ -	\$ -	
Bond Payments	0	0	0	
BALANCE	\$ 4	\$ -	\$ -	
County Appraiser & Tax Collector Fee	0	0	0	
Discounts For Early Payments	0	0	0	
EXCESS/ (SHORTFALL)	\$ 4	\$ -	\$ -	