



**NEWFIELD
COMMUNITY DEVELOPMENT
DISTRICT**

MARTIN COUNTY

**REGULAR BOARD MEETING
& PUBLIC HEARING
AUGUST 28, 2024
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 & PUBLIC HEARING
August 28, 2024
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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G. Public Hearing	
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2. Receive Public Comments on Fiscal Year 2024/2025 Final Budget	
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H. Old Business	
I. New Business	
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2. Consider Approval of Work Authorization No. 3.....	Page 20
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NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
NOTICE OF PUBLIC HEARING TO CONSIDER THE ADOPTION OF THE FISCAL YEAR 2024/2025 BUDGET; AND
NOTICE OF REGULAR BOARD OF
SUPERVISORS MEETING.

The Board of Supervisors (the Board) of the Newfield Community Development District (the District) will hold a public hearing on August 28, 2024 at 9:30 a.m. at 2400 SE Federal Highway, #203, Stuart, Florida 34994, for the purpose of hearing comments and objections on the adoption of the proposed budget (the Proposed Budget) of the District for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (the Fiscal Year 2024/2025). A regular board meeting of the District will also be held at that time where the Board may consider any other business that may properly come before it. A copy of the agenda and Proposed Budget 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 (the District Managers Office), during normal business hours, or by visiting the Districts website at www.newfieldcdd.org.

The public hearing and meeting are open to the public and will be conducted in accordance with the provisions of Florida law. The public hearing and 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 Managers 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 Managers Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the public hearing or 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: Aug 8 & 15, 2024

TCN10453324

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
MAY 29, 2024**

A. CALL TO ORDER

The May 29, 2024, Regular Board Meeting of the Newfield Community Development District (the “District”) was called to order at 9:31 a.m. in Suite 203 of 2400 SE Federal Highway, Stuart, Florida 34994.

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 May 17, 2024 as legally required.

C. ESTABLISH QUORUM

A quorum was established with the following Supervisors in attendance: Vice Chairman Steven Dassa, Supervisor Jonas Read, and Supervisor Celine Walsh.

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

D. CONSIDER RESIGNATION AND APPOINTMENT TO BOARD VACANCY

Mr. Read nominated Richard Bruce for appointment to seat number 1.

A **motion** was made by Mr. Dassa, seconded by Mr. Read and passed unanimously to appoint Mr. Richard Bruce to Seat No. 1.

E. ADMINISTER OATH OF OFFICE AND REVIEW BOARD MEMBER DUTIES AND RESPONSIBILITIES

The Oath of Office was not administered to Mr. Bruce as he was not in attendance.

F. ELECTION OF OFFICERS

Mr. Karmeris offered the following slate of officers:

Chairman Steven Dassa
Vice chairman Jonas Read
Assistant Secretary Richard Bruce
Assistant Secretary Jason Corp
Assistant Secretary Celine Walsh
Secretary/Treasure Andrew Karmeris

A **motion** was made by Mr. Dassa, seconded by Ms. Walsh and passed unanimously to adopt the slate of officers as presented.

G. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

H. COMMENTS FROM THE PUBLIC

There were no comments from the public.

I. APPROVAL OF MINUTES

1. January 4, 2024 Special Board Meeting

The January 4, 2024, Special Board Meeting minutes were presented for Board consideration.

A **motion** was made by Mr. Read, seconded by Ms. Walsh and passed unanimously approving the minutes of the January 4, 2024, Special Board Meeting, as presented.

J. OLD BUSINESS

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

K. NEW BUSINESS

1. Consider Approval of Assignment of Maintenance Obligations from Master Development in Substantial Final Form

2. Consider Approval of Right-of-way Maintenance Agreement with Martin County in Substantial Final Form

A **motion** was made by Mr. Read, seconded by Mr. Dassa and passed unanimously approving Assignment of Maintenance Obligations from Master Development and Approval of Right-of-way Maintenance Agreement with Martin County in Substantial Final Form.

3. Consider Approval of Work Authorization for Storm Management Improvements

Mr. Higgins presented this item.

A **motion** was made by Ms. Walsh, seconded by Mr. Dassa and passed unanimously approving the Work Authorization for Storm Management Improvements, as presented.

4. Consider Resolution No 2024-03 Adopting a Fiscal Year 2024/2025 Proposed Budget

Mr. Karmeris presented Resolution No 2024-03.

A **motion** was made by Ms. Walsh, seconded by Mr. Dassa and passed unanimously adopting Resolution No 2024-03 Adopting a Fiscal Year 2024/2025 Proposed Budget, as presented and setting the Public Hearing for the August 28th, 2024 scheduled board meeting.

5. Consider Resolution No 2024-04 Landowners Election Resolution

Mr. Karmeris presented Resolution No 2024-04.

A **motion** was made by Ms. Walsh, seconded by Mr. Dassa and passed unanimously adopting Resolution No 2024-04 Landowners Election Resolution setting the Landowners meeting for November 20, 2024 at 9:30 a.m.

L. ADMINISTRATIVE MATTERS

1. Discussion Regarding Recently Enacted 2024 Legislation

Ms. Whelan presented the memo provided in the agenda packet.

K. BOARD MEMBER COMMENTS

There were no Board member comments.

L. ADJOURNMENT

A **motion** was made by Mr. Read, seconded by Mr. Dassa and passed unanimously adjourning the meeting at 9:50 a.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
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Andrew Karmeris

District Manager

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT

www.newfieldcdd.org

Pub: Aug 8 & 15, 2024

TCN10453324

RESOLUTION 2024-05

THE ANNUAL APPROPRIATION RESOLUTION OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGET(S) FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024, AND ENDING SEPTEMBER 30, 2025; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the District Manager prepared and submitted to the Board of Supervisors (“**Board**”) of the Newfield Community Development District (“**District**”) prior to June 15, 2024, proposed budget(s) (“**Proposed Budget**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local general-purpose government(s) having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing on the Proposed Budget and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website in accordance with Section 189.016, *Florida Statutes*; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year.

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

SECTION 1. BUDGET

- a. The Proposed Budget, attached hereto as **Exhibit A**, as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes* (“**Adopted Budget**”), and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.

- b. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District’s Local Records Office and identified as “The Budget for the Newfield Community Development District for the Fiscal Year Ending September 30, 2025.”
- c. The Adopted Budget shall be posted by the District Manager on the District’s official website in accordance with Section 189.016, *Florida Statutes* and shall remain on the website for at least two (2) years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for FY 2025, the sum(s) set forth in **Exhibit A** to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated as set forth in **Exhibit A**.

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within FY 2025 or within 60 days following the end of the FY 2025 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000 or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.
- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law. The District Manager or Treasurer must ensure that any amendments to the budget under this paragraph c. are posted on the District’s website in accordance with Section 189.016, *Florida Statutes*, and remain on the website for at least two (2) years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 28TH DAY OF AUGUST, 2024.

ATTEST:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chair / Vice Chair, Board of Supervisors

Exhibit A: FY 2025 Budget

Exhibit A

FY 2025 Budget

Newfield
Community Development District

**Final Budget For
Fiscal Year 2024/2025
October 1, 2024 - September 30, 2025**

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FINAL BUDGET
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2024/2025 BUDGET
REVENUES	
O&M Assessments	0
Developer Contribution	122,839
Debt Assessments	0
Interest Income	360
TOTAL REVENUES	\$ 123,199
EXPENDITURES	
Supervisor Fees	0
Engineering/Inspections	15,000
Miscellaneous Maintenance	5,000
Management	39,324
Legal	30,000
Assessment Roll	6,000
Audit Fees	5,000
Arbitrage Rebate Fee	650
Insurance	7,250
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	\$ 123,199
REVENUES LESS EXPENDITURES	\$ -
Bond Payments	0
BALANCE	\$ -
County Appraiser & Tax Collector Fee	0
Discounts For Early Payments	0
EXCESS/ (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025
OCTOBER 1, 2024 - SEPTEMBER 30, 2025

	FISCAL YEAR 2022/2023 ACTUAL	FISCAL YEAR 2023/2024 BUDGET	FISCAL YEAR 2024/2025 BUDGET	COMMENTS
REVENUES				
O&M Assessments	0	0	0	
Developer Contribution	114,211	120,609	122,839	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	512	0	360	Estimated At \$30 Per Month
TOTAL REVENUES	\$ 114,723	\$ 120,609	\$ 123,199	
EXPENDITURES				
Supervisor Fees	0	0	0	
Engineering/Inspections	13,654	15,000	15,000	
Miscellaneous Maintenance	0	5,000	5,000	Miscellaneous Maintenance
Management	37,080	38,184	39,324	CPI Increase (Capped At 3%)
Legal	23,475	30,000	30,000	
Assessment Roll	0	6,000	6,000	Will Commence In Fiscal Year Of Bond Issuance
Audit Fees	3,300	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	5,375	5,800	7,250	FY 23/24 Expenditure Was \$6,594
Legal Advertisements	2,793	5,000	5,000	
Miscellaneous	298	1,000	1,000	
Postage	61	300	300	
Office Supplies	588	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	\$ 88,299	\$ 120,609	\$ 123,199	
REVENUES LESS EXPENDITURES	\$ 26,424	\$ -	\$ -	
Bond Payments	0	0	0	
BALANCE	\$ 26,424	\$ -	\$ -	
County Appraiser & Tax Collector Fee	0	0	0	
Discounts For Early Payments	0	0	0	
EXCESS/ (SHORTFALL)	\$ 26,424	\$ -	\$ -	

BUDGET FUNDING AGREEMENT
FISCAL YEAR 2025

This Agreement (“**Agreement**”) is made and entered into effective as of October 1, 2024 (the “**Effective Date**”), by and between:

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

Mattamy Palm Beach, LLC, a Delaware limited liability company, and the owner and/or developer of property located within the boundaries of the District (“**Developer**,” and together with the District, the “**Parties**”). For purposes of this Agreement, the term “**Property**” shall refer to that certain property within the District owned by the Developer on the Effective Date of this Agreement.

RECITALS

WHEREAS, pursuant to Chapter 190, *Florida Statutes*, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure, and 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 owns and/or is developing the 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, for the fiscal year beginning October 1, 2024, and ending September 30, 2025 (“**FY 2025**”), the Board of Supervisors (“**Board**”) of the District adopted its general fund budget (“**Budget**”) attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, the Parties recognize the Budget may be amended from time to time in the sole discretion of the District; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all lands within the District benefitting from the activities, operations and services set forth in the Budget, including the Property, 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 the Budget; and

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

WHEREAS, the Developer 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 lands within the District, including the Property, for the activities, operations, and services set forth in the Budget; and

WHEREAS, Developer and District agree such Budget funding obligation by the Developer may be secured and collection enforced pursuant to the methods provided herein.

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:

1. **FUNDING.** The Developer agrees to make available to the District the monies (“**Funding Obligation**”) necessary for the operation of the District as called for in the Budget attached hereto as **Exhibit A** within thirty (30) days of written request by the District. **Exhibit A** attached hereto may be amended from time to time pursuant to Florida law, subject to the Developer’s consent to such amendments to incorporate them herein; provided however, that amendments adopted by the Board at a duly noticed meeting shall have the effect of amending this Agreement without further action of the Parties. As a point of clarification, the District shall only request as part of the Funding Obligation that the Developer fund the actual expenses of the District, and the Developer is not required to fund the total general fund Budget in the event that actual expenses are less than the projected total general fund Budget, as may be amended as provided herein. The funds shall be placed in the District’s general checking account. In the event the Developer sells any of the Property during the term of this Agreement, the Developer’s rights and obligations under this Agreement shall remain the same.

2. **ACKNOWLEDGEMENT.** The District hereby finds, and the Developer acknowledges and agrees, that the activities, operations and services set forth in the Budget provide a special and peculiar benefit to the Property, which benefit is initially allocated on an equal developable acreage basis. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District’s right to levy assessments, including on the Property, in the event of a funding deficit.

3. **COLLECTION METHODS.** The District may enforce the collection of funds due under this Agreement using one or more of the following collection methods:

- a. The District shall have the right to file a continuing lien (“**Lien**”) upon all or a portion of the Property, which Lien shall be effective as of the date and time of the recording of a “Notice of Lien” in the public records of the County.
- b. The District shall have the right to file an action against the Developer in the appropriate judicial forum in and for the County.
- c. The District may 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.

The enforcement of the collection of funds in any of the above manners, including which method(s) to utilize, shall be in the sole discretion of the District Manager on behalf of the District, without the need of further Board action authorizing or directing such.

4. **ENTIRE AGREEMENT; AMENDMENTS.** This instrument shall constitute the final and complete expression of the agreement among 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, except as set forth in Section 1.

5. **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 of the requirements of law, and each Party has full power and authority to comply with the terms and provisions of this instrument.

6. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

7. **DEFAULT.** 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/or specific performance.

8. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including interest accrued on an unsatisfied Funding Obligation, reasonable fees and costs incurred by the District incident to the collection of the Funding Obligation or for enforcement of the Lien, or reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

9. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal 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 formal 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.

10. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

11. **ARM'S LENGTH.** This Agreement has been negotiated fully among 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.

[SIGNATURES ON NEXT PAGE]

Attest:

**Newfield Community Development
District**

Secretary / Assistant Secretary

By: _____
Its: _____

Mattamy Palm Beach, LLC

Witness

By: _____
Its: _____

EXHIBIT A: FY 2025 Budget

EXHIBIT A

FY 2025 Budget

Newfield Community Development District
Work Authorization

Date Received: 7/24/2024 Plat #: _____
WA #: 3
CDD #: NCDD

Work Authorization Type

- | | |
|------------------------------------------------------|--------------------------------------------------------------|
| <input type="checkbox"/> Irrigation Withdrawal | <input checked="" type="checkbox"/> Surface Water Management |
| <input type="checkbox"/> Plat | <input type="checkbox"/> SWM/Plat Combined |
| <input checked="" type="checkbox"/> Right-of-Way Use | <input type="checkbox"/> Maintenance Access |

Name of Project: Newfield Crossroads Phase 3A
Parcel ID#: _____

Description of Project:
The proposed development area consists of a proposed residential development and associated roadway infrastructure and stormwater pond. The proposed project is located in unincorporated Martin County along existing SW Citrus Boulevard.

Anticipated Construction Start Date: _____
Anticipated Construction Duration: _____

Applicant Information

Name: Mattamy Palm Beach LLC, James FitzGerald
Address: 2500 Quantum Lakes Drive, Suite 215
Phone: (678) 316-6856
Email: james.fitzgerald@mattamycorp.com

Agent Information

Name: Kimley-Horn/ Michael F. Schwartz, P.E
Address: 1920 Wekiva Way, Suite 200, West Palm Beach, Florida 33411-2410
Phone: (561) 404-7247
Email: mike.schwartz@kimley-horn.com

- I hereby authorize the above listed agent to represent me.
- I grant the planning District permission to access the property for inspection. I fully understand that prior to the issuance of a work authorization and commencement of any development, all plans and

When a Corporation submits an application, it must be signed by an officer of the corporation. Corporation signatures must be accompanied with an approved Resolution authorizing the individual to sign such applications.


Signature
JAMES FITZGERALD
Printed Name

7/25/24
Date
AUTHORIZED AGENT
Title

Newfield Community Development District Work Authorization

GENERAL CONDITIONS ARE AS FOLLOWS:

1. In the event the NEWFIELD COMMUNITY DEVELOPMENT DISTRICT ("District") wishes to obtain ingress or egress to its easement and/or right-of-way for the purpose of maintenance of District works, the removal and reinstallation of any construction permitted hereunder shall be at Applicant's expense.
2. In undertaking any of the activities contemplated by this Work Authorization, the Applicant hereby agrees to comply with all Federal, State and local statutes, laws, rules and regulations governing such activities including but not limited to, water quality standards for off-site discharges; and to abide by all terms and conditions of any permit or other approval issued by any agency exercising regulatory jurisdiction over such activities.
3. The applicant, by acceptance of the Work Authorization, covenants and agrees that the District, its officers, its employees, and its agents, shall be promptly indemnified, defended, protected, exonerated, and saved harmless by the applicant from and against all expenses, liabilities, claims, demands and proceedings, including reasonable attorney's fees in defense of such matters, incurred by or imposed on said District in connection with any claim proceeding, demand, administrative hearing, suit, appellate proceeding, or other activity, including unfounded or "nuisance" claims, in which the District may become involved, or any settlement thereof, arising out of any activities, operations, use or occupancy by the applicant, or by any and all of the applicant's agents, contractors, employees, or anyone for whom applicant may be responsible, under this Work Authorization, including but not limited to use of canal water for irrigation purposes; damage to landscaping; paint damage to automobiles, buildings, or other structures; liability for charges, fees, assessments, fines, and penalties levied by any agency exercising regulatory jurisdiction over any of the activities contemplated by this Work Authorization; and any property damage or personal injuries, fatal or non-fatal, of any kind or character. The applicant further agrees that any such expense so incurred by the District may be recovered by the District through offset against any claim for reimbursement or other charge that the applicant may assert as due from the District. If any such expense so incurred by the District is not paid upon demand and is placed in the hands of an attorney for collection by suit or otherwise, the applicant hereby agrees to pay all costs of collection and litigation, including, but not limited to reasonable attorney's fees.
4. By undertaking the construction allowed under this Work Authorization, the applicant agrees and understands that it is solely responsible for, and shall indemnify and hold the District, its officers, its employees, and its agents harmless from, (1) any and all restoration of District owned or controlled properties and facilities required as a result of such construction, and (2) any and all claims of third parties who currently have facilities located in District owned or controlled property and which facilities are damaged as a result of such construction.
5. The applicant agrees and understands that it enters upon the District's property at its own risk and that the District does not make any representations or warranties as to the condition of the property. The applicant shall not store any personal property on the District's property. The applicant shall only enter upon the District's property for the purposes set forth in this Work Authorization.
6. Applicant shall also comply with Standard Conditions listed in the Policies and Procedures Manual and project specific Special Conditions.
7. This work authorization may be terminated at any time for any cause immediately upon written notice to the applicant by the District by U.S. Mail, facsimile transmission, or hand delivery.

Newfield Community Development District Work Authorization

SPECIAL CONDITIONS ARE AS FOLLOWS:

For Right-of-Way Use Authorizations:

1. The Applicant declares that prior to filing this application, the location of all existing utilities that it owns or has interest in, both aerial and underground, are accurately shown on the plans and a letter of notification was mailed on _____ to the following utilities known to be involved or potentially impacted in the area of the proposed installation.
2. All directional bores shall be in accordance with the *FDOT Standard Specifications for Road and Bridge Construction Section 555 (latest version), Directional Bores* and the *FDOT Utilities Accomodation Manual*.
3. The applicant is responsible for obtaining and complying with a National Pollutant Discharge Elimination System ("NPDES") permit for stormwater discharges associated with industrial activity from construction sites when required.
4. The Applicant, at their sole expense, shall restore all portions of the public utility systems disturbed or impaired during the maintenance, modification, relocation, or removal of the permitted facility and the District shall accept no responsibility.
5. A minimum of 2 business days prior to commencement of activity within the District right-of-way, the Applicant shall notify the District Engineer.
6. A preconstruction meeting is required, Applicant must contact the District Engineer to schedule the meeting. Meetings are scheduled on a first come first served basis and may not be available on the dates/times requested by Applicant. Applicant shall not perform any work in the right-of-way prior to the pre-construction meeting with the District.
7. A minimum of twenty-four (24) hours' notice to the District Engineer shall be given for scheduling of all tests and inspections. Scheduling is prioritized on a first come –first served basis and may not be available for the time requested. The Applicant's Engineer of Record is required to be present for all inspections and tests unless otherwise agreed upon by the Applicant and the District.
8. All materials, installations, and methods of work in the public right-of-way shall be in accordance with the applicable District and applicable utility service provider's minimum standards for materials, specifications, and construction.
9. All work or activity within the District right-of-way shall require a valid right-of-way permit. Applications shall include a maintenance of traffic plan, where applicable.
10. All work in the public right-of-way for the District compliance with the requirements of the District Engineer, FDOT Standard Details, MUTCD, and Occupational Safety and Health Administration. Failure to comply shall result in the immediate cessation of operations and the removal of project-related obstructions from the right-of-way until compliance is achieved.
11. Work in the District right-of-way is only permitted during the hours of 7 a.m. to 7 p.m. without prior written approval from the District Manager or District Chairman.
12. Original copies of all District issued permits required for the project shall be maintained on site and subject to inspection without advance notice. Failure to maintain permits may result in the suspension of work, testing, inspections and assessment of re-inspection fees.

Newfield Community Development District Work Authorization

For Surface Water Management Authorizations:

1. Lake banks intended to be turned over to the District for maintenance as part of the master surface water management system included in the authorized work shall be immediately sodded upon completion of excavation and grading of the banks to avoid erosion. Silt fencing shall be properly installed along the top of bank of all lakes following construction and shall be maintained by the applicant until such time as homes adjacent to the lake(s) are completed.
2. A Surface Water Management Work Authorization does not exempt the applicant from meeting all other applicable regulations and ordinances governing stormwater management systems including SFWMD Permit #43-104896-P.
3. The applicant is responsible for obtaining and complying with a National Pollutant Discharge Elimination System ("NPDES") permit for stormwater discharges associated with industrial activity from construction sites when required.

For Irrigation Authorizations:

1. Irrigation water service purchased from the District shall be used by the Customer only for the purposes specified in the application for irrigation water service and the Customer shall not sell or otherwise dispose of such irrigation water service supplied by the District. The irrigation water is not suitable for domestic uses.
2. In no case shall a Customer, except with the written consent of the District, extend his lines across a street, alley, lane, court, property lines, avenue, or other way, in order to furnish irrigation water service for adjacent property through one meter, even though such adjacent property may be owned by him. In case of such unauthorized extension, re-metering, sale or disposition of service, Customer's irrigation water service is subject to discontinuance until such unauthorized extension, re-metering, sale or disposition is discontinued and full payment is made of bills for irrigation water service, calculated on proper classification and rate schedules and reimbursement in full made to the District for all extra expenses incurred for clerical work, testing, and inspections.
3. The District will, subject to force majeure, at all times use reasonable diligence to provide continuous irrigation water service, and provided it has used reasonable diligence, shall not be liable to the Customer for failure or interruption of continuous irrigation water service. The District shall not be liable for any act or omission caused directly or indirectly by strikes, labor troubles, accidents, litigation's, breakdowns, shutdowns for emergency repairs, or adjustments, acts of sabotage, enemies of the United States, State, Municipal or other governmental interference, acts of God or other causes beyond its control.
4. All Customer's irrigation water service installations or changes shall be inspected, at Customer's expense, upon completion by competent authority to ensure that Customer's piping, equipment, and devices have been installed in accordance with accepted standard practice and such local governmental or other rules as may be in effect.
5. The Customer shall exercise reasonable diligence to protect the Company's property on the Customer's premises, and shall knowingly permit no one but the Company's agents, or persons authorized by law, to have access to the Company's pipes and apparatus. In the event of any loss, or damage to property of the Company caused by or arising out of the carelessness, neglect or misuse by the Customer, the cost of making good such loss or repairing such damage shall be paid by the Customer. The Company may fine the Customer for tampering of Company's property.
6. The duly authorized agents of the Company shall have access at all reasonable hours to the premises of the Customer for the purpose of its installing, maintaining and inspecting or removing the Company's property, reading meters and other purposes incident to performance under or termination of the Company's agreement with the Customer and in such performance shall not be liable for trespass.

Newfield Community Development District Work Authorization

Additional Special Conditions:

1. Schedule a preconstruction meeting with the District prior to the start of any construction. Meeting may be held jointly with the County and/or SFWMD.
2. All infrastructure intended to be turned over to the District must be inspected by the District as outlined on the attached list of District Required Inspections.
3. Prior to the return of the Surface Water Deposit and acceptance of any infrastructure by the CDD, items on the attached District Infrastructure Turnover Acceptance Checklist must be submitted to, and accepted by, the District.

District Engineer Approval


Signature


Date

Robert W. Higgins, P.E.
Printed Name

District Engineer
Title

Board of Supervisors Approval

Board Meeting Date

Prepared by and upon recording, this instrument should be returned to:

Lindsay C. Whelan, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

TEMPORARY EASEMENT AGREEMENT

THIS TEMPORARY EASEMENT AGREEMENT (the “**Agreement**”) is made and entered into this 31st day of July, 2024, by and among:

MATTAMY PALM BEACH, LLC, a Delaware limited liability company and a landowner in the District, with a mailing address of 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, Florida 33426 (hereinafter the “**Developer**”); and

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in Martin County, Florida with an address of 2501A Burns Road, Palm Beach Gardens, Florida 33410 (hereinafter the “**District**”, and together with the Developer, the “**Parties**” and each separately as a “**Party**”).

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “**Act**”) and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, operate and/or maintain public improvements and community facilities benefitting the District; and

WHEREAS, the District has adopted the capital improvement plan as set forth in the *Master Engineer’s Report*, dated January 2023 (the “**Improvement Plan**”) for the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities within the boundaries of the District (the “**Improvements**”); and

WHEREAS, the Developer is the owner in fee simple of the property described in **Exhibit A**, attached hereto and incorporated herein by reference (the “**Easement Area**”); and

WHEREAS, the District requires and the Developer is willing to grant that certain temporary easement with respect to the Easement Area for the District’s construction, installation, and maintenance of the Improvements.

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

1. **Recitals.** The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Grant of Easement.** Subject to the terms and conditions set forth herein, the Developer hereby grants to the District, a temporary, non-exclusive easement on, over, across and through the Easement Area for ingress, egress, construction, installation, and maintenance of the Improvements, all in accordance with this Agreement (the “**Easement**”). The Easement is granted in “AS IS” condition and without any warranty or representation by the Developer, express or implied, as to the condition or suitability of same for any purpose. The Easement is subject to, without limitation, all easements, restrictions, reservations and other matters of record.

3. **Developer’s Use of Easement Area.** Developer hereby reserves unto itself and its successors and assigns all rights and privileges of developing, improving, using, encumbering and conveying the Easement Area for any lawful purpose, provided that any such improvement, use, encumbrance or easement does not unreasonably interfere with the rights herein conferred to the District.

4. **Term.** The Easement and this Agreement shall be temporary in nature. The Easement shall automatically terminate, without further act by, joinder or consent of, or instrument from Developer, or the District, as follows: (a) the Easement shall terminate as to platted residential lots at such time as the Improvements on such lots are completed, (b) the Easement shall terminate as to any lands dedicated to Martin County by plat, or conveyed to Martin County by deed, effective as of the date of recording of such plat or deed in the public records; and (c) the Easement shall terminate as to any lands conveyed in fee to any utility provider(s) for purposes of providing utilities to any portion of the Easement Area or adjoining property, effective as of the date of recording of the deed to such utility provider(s) in the public records. Unless previously terminated as set forth above or otherwise, the Easement and this Agreement shall terminate automatically in their entirety upon completion of the Improvements. Such termination shall be automatic, without further act by or instrument from Developer, or the District; provided that the Parties shall cooperate in executing a termination instrument as may be requested by any of the Parties.

5. **Indemnity.**

A. Developer agrees to indemnify and hold the District harmless from and against any and all damages, losses, or claims, including but not limited to, reasonable legal fees and expenses, to the extent that such damages, losses, or claims are attributable to actions, omissions or negligence in the use of the Easement Area by Developer, its agents, employees, contractors or subcontractors.

B. To the extent allowed by law, the District agrees to indemnify and hold Developer harmless from and against any and all damages, losses, or claims, including but not limited to, reasonable legal fees and expenses, to the extent that such damages, losses, or claims are attributable to actions, omissions or negligence in the use of the Easement Area by the District, its agents, employees, contractors or subcontractors. Developer agrees that nothing contained in this Easement Agreement shall constitute or be construed as a waiver of the District’s limitations on liability set forth in Section 768.28, *Florida Statutes*, and other law.

6. **Liens.** The District shall not permit (and shall promptly satisfy) any construction lien, mechanic’s lien or other encumbrance against the Easement Area in connection with the exercise of its

rights hereunder. The District agrees to take all commercially reasonable steps to ensure that any construction liens will attach to the bond provided under the District's construction contract and not attach to the Easement Area.

7. Exercise of Rights. The rights and Easement created by this Agreement are subject to the following provisions:

A. The District shall, at its expense, install or cause to be installed all or a portion of the Improvements, and maintain and keep such Improvements in good condition and repair, all in a sound, professional manner. The District shall have sole responsibility for obtaining any necessary permits or regulatory approvals for the Improvements' installation and maintenance that it desires to construct or install. Any rights granted hereunder shall be exercised by District only in accordance and in compliance with any and all applicable laws, ordinances, rules, regulations, permits and approvals, and any future modifications or amendments thereto.

B. The District shall use all due care to protect the Easement Area and adjoining property from damage resulting from the District's use of the Easement Area. In the event that the District or its employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Easement Area, or to adjacent property or improvements in the exercise of the easement rights granted herein, the District, as applicable, at its sole cost and expense, agree to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as possible, the original condition.

C. The District shall use all due care to keep the Easement Area and adjoining property in clean condition and free from rubbish at all times. The District agrees that it shall not (i) store or permit the storage of any hazardous materials within the Easement Area, or (ii) release or permit the release of any hazardous materials in or from the Easement Area.

8. Default. A default by any Party under this Agreement shall entitle the other Parties to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance.

9. Enforcement of Agreement. In the event that any Party seeks 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 attorneys' fees, paralegal fees and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

10. Notices. Any notice, demand, consent, authorization, request, approval, or other communication that any Party is required, or may desire, to give to or make upon the other Party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other Party as follows (or to such other place as any Party may by notice to the others specify):

A. If to Developer: Mattamy Palm Beach, LLC
2500 Quantum Lakes Drive, Suite 215
Boynton Beach, Florida 33426
Attn: _____

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

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

Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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 any Party may deliver Notice on behalf of such Party.

11. Third Parties. This Agreement is solely for the benefit of the Parties, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the Parties any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement.

12. Assignment. None of the Parties hereto may assign, transfer, or license all or any portion of their rights under this Agreement without the prior written consent of the other Parties. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other Parties shall be void and unenforceable.

13. Controlling Law and Venue. This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Martin County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

14. Public Records. All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

15. Severability. The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

16. Binding Effect. Subject to the provisions of Section 4 above, this Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

17. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

18. **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 all of the Parties.

19. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement among the Parties relating to the subject matter of this Agreement.

20. **Effective Date.** The Effective Date of this Agreement shall be the date first written above.

21. **Counterparts.** This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first above written.

Signed, sealed and delivered
in the presence of:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

Witness: _____
Print Name: _____
Address: _____
City, State, Zip _____

Steven Dassa
Chairperson, Board of Supervisors

Witness: _____
Print Name: _____
Address: _____
City, State, Zip _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2024, by Steven Dassa, the Chairperson of the Newfield Community Development District, on behalf of the District. He is personally known to me, or has produced _____ as identification and did take an oath.

NOTARY PUBLIC

Print or Stamp Name
My Commission Expires: _____

(NOTARY SEAL)

Signed, sealed and delivered
in the presence of:

MATTAMY PALM BEACH, LLC,
a Delaware limited liability company

Witness: _____
Print Name: _____
Address: _____
City, State, Zip _____

By: _____
Its: _____

Witness: _____
Print Name: _____
Address: _____
City, State, Zip _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2024, by _____, as _____ of Mattamy Palm Beach, LLC, a Delaware limited liability company, on behalf of the company. He/She is [] personally known to me, or [] has produced _____ as identification and did take an oath.

NOTARY PUBLIC

Print or Stamp Name
My Commission Expires: _____

(NOTARY SEAL)

EXHIBIT A

Easement Area

LEGAL DESCRIPTION

Being a Parcel of land lying in Sections 3, 4, 5, 6, 8, 9, and 10, Township 36 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 Tuscvilla 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 850.16 feet to the end of said curve;
 thence North 45°02'35" West, a distance of 695.49 feet to the beginning of a curve concave Northeastery, 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 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;
 thence North 45°16'56" West, a distance of 647.94 feet;
 thence, departing said Southerly Right-of-Way line of SW Citrus Boulevard, North 89°34'39" West, a distance of 3226.23 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°51'41", 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;
 Thence North 83°26'14" West, a distance of 1220.58 to the beginning of a curve, concave Northeastery, 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 741.58 feet to the beginning of a curve, concave Northeastery, 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;
 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;
 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 222.08 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's 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 Inter section with the aforesaid North line of the Plat of Tuscvilla PUD, Plat Book 16, Page 39, Public Records of Martin County;
 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.
 Containing 2212.167 acres, more or less.

NUMBER: 2024-04-04-0001 (2024-04-04) - 2024-04-04-0001 (2024-04-04) - 0001 - 2024-04-04-0001

NO.	REVISIONS	DATE	BY

INCORPORATED
PROFESSIONAL SURVEYORS AND MAPPERS
COMPANIE OF AUTHORIZATION NO 4108

CORPORATE OFFICE
 6051 11th Street, N.W., Suite 200
 Palm Beach Gardens, FL 33418
 (561) 994-4000 www.cscnc.com

SKETCH & LEGAL FOR:
Proposed Newfield CDD
 MARTIN COUNTY FLORIDA

State:	Date:	File & Drawing No.:
N/A	Apr. 2024	18-1061-02
Drawn By:	Checked:	Sheet:
M.J.M.	P.A.	1 of 4

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.

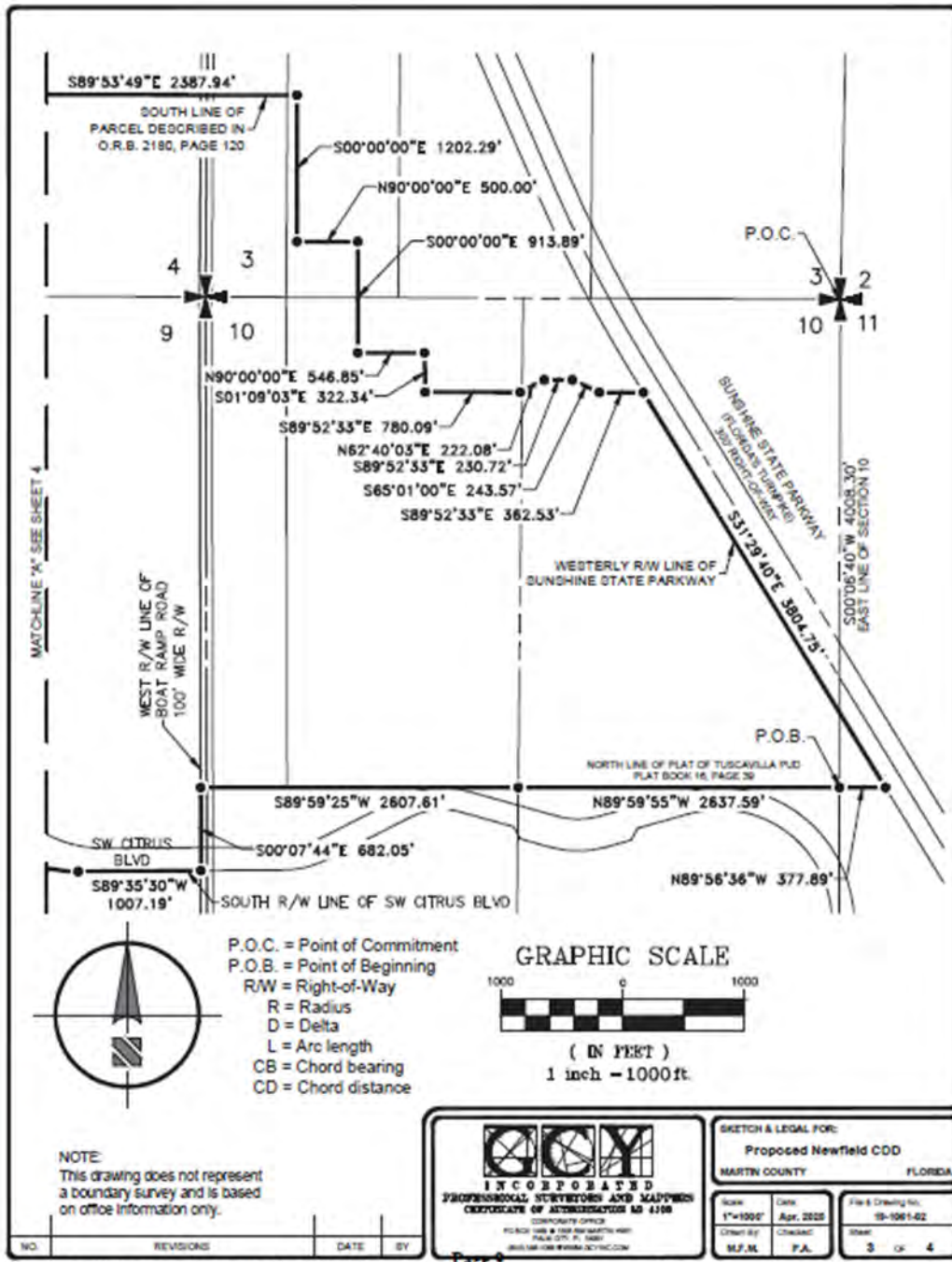
4/6/2020
Date of Signature

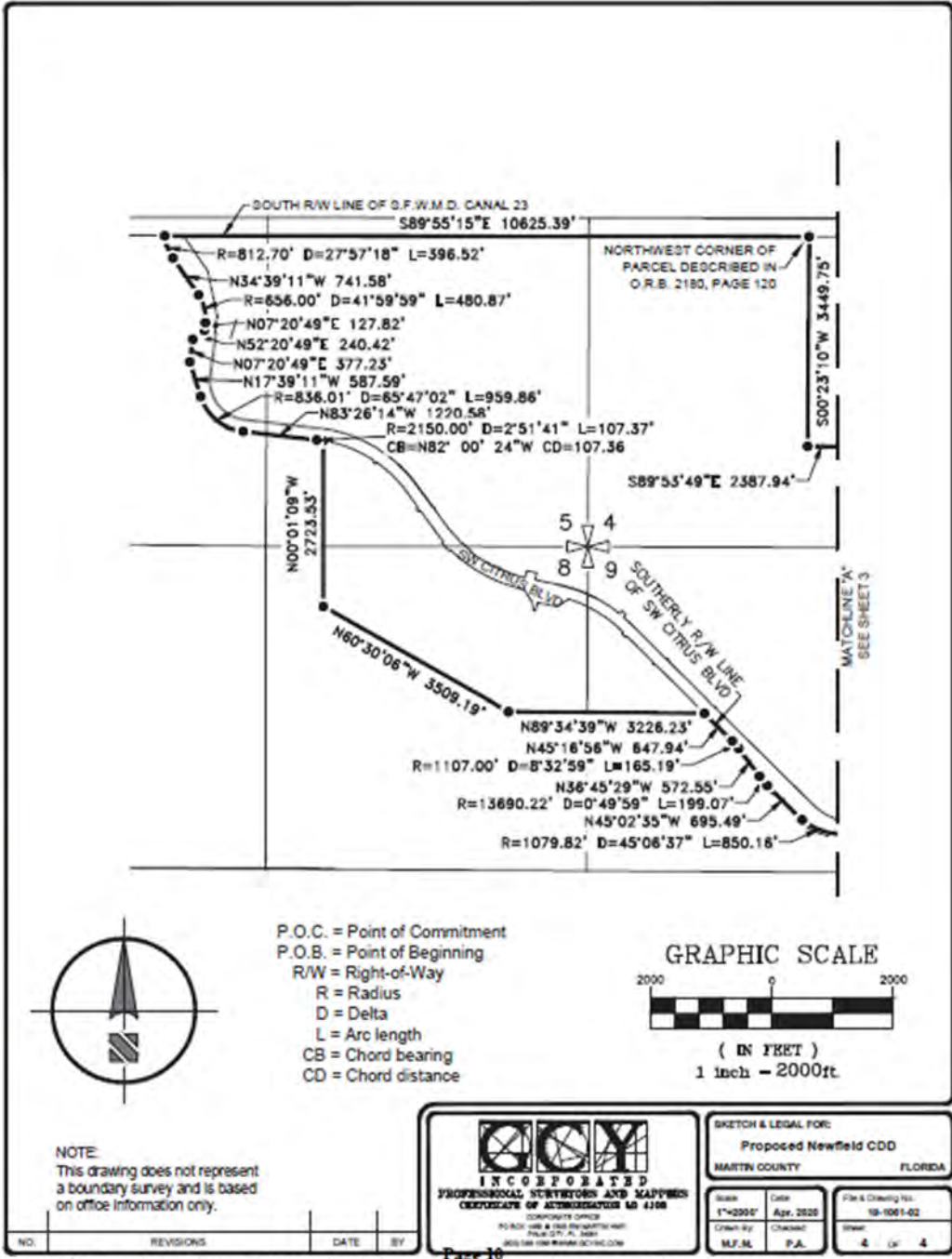

 Peter Andersen
 Professional Surveyor and Mapper
 Florida Certificate No. 5199

NO.	REVISIONS	DATE	BY



SKETCH & LEGAL FOR: Proposed Newfield CDD MARTIN COUNTY FLORIDA		
Scale:	Date:	Plan & Drawing No.:
N/A	Apr. 2020	19-1061-02
Drawn By:	Checked:	Sheet:
M.J.M.	P.A.	2 of 4





RESOLUTION 2024-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT ADOPTING THE ANNUAL MEETING SCHEDULE FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Newfield Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, and situated entirely within Martin County, Florida; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2024/2025 annual meeting schedule attached as **Exhibit A**.

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

1. The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.
2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 28th day of August, 2024.

ATTEST:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Fiscal Year 2024/2025 Annual Meeting Schedule

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2024/2025 MEETING SCHEDULE**

The Board of Supervisors of the Newfield Community Development District will hold their regular meetings for Fiscal Year 2024/2025 at 2400 SE Federal Highway #203, 2nd Floor Conference Room, Stuart, Florida 34994, at 9:30 a.m., unless otherwise indicated as follows:

**October 30, 2024
November 27, 2024
December 18, 2024
January 29, 2025
February 26, 2025
March 26, 2025
April 30, 2025
May 28, 2025
June 25, 2025
July 30, 2025
August 27, 2025
September 24, 2025**

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

PUBLISH: STUART NEWS 00/00/2024

RESOLUTION 2024-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT ADOPTING GOALS, OBJECTIVES, AND PERFORMANCE MEASURES AND STANDARDS; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Newfield Community Development District (the “District”) is a local unit of special-purpose government organized and existing under and pursuant to Chapters 189 and 190, Florida Statutes, as amended; and

WHEREAS, effective July 1, 2024, the Florida Legislature adopted House Bill 7013, codified as Chapter 2024-136, Laws of Florida (“HB 7013”) and creating Section 189.0694, Florida Statutes; and

WHEREAS, pursuant to HB 7013 and Section 189.0694, Florida Statutes, beginning October 1, 2024, the District shall establish goals and objectives for the District and create performance measures and standards to evaluate the District’s achievement of those goals and objectives; and

WHEREAS, the District Manager has prepared the attached goals, objectives, and performance measures and standards and presented them to the Board of the District; and

WHEREAS, the District’s Board of Supervisors (“Board”) finds that it is in the best interests of the District to adopt by resolution the attached goals, objectives and performance measures and standards.

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

SECTION 1. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District Board of Supervisors hereby adopts the goals, objectives and performance measures and standards as provided in **Exhibit A**. The District Manager shall take all actions to comply with Section 189.0694, Florida Statutes, and shall prepare an annual report regarding the District’s success or failure in achieving the adopted goals and objectives for consideration by the Board of the District.

SECTION 3. If any provision of this resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. This resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 28th day of August, 2024.

ATTEST:

**NEWFIELD COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Assistant Secretary

Chairman, Board of Supervisors

Exhibit A: Performance Measures/Standards and Annual Reporting

Exhibit A

Program/Activity: District Administration

Goal: Remain compliant with Florida Law for all district meetings

Objectives:

- Notice all District regular, special, and public hearing meetings
- Conduct all post-meeting activities
- District records retained in compliance with Florida Sunshine Laws

Performance Measures:

- All Meetings publicly noticed as required (yes/no)
- Meeting minutes and post-meeting action completed (yes/no)
- District records retained as required by law (yes/no)

Program/Activity: District Finance

Goal: Remain Compliant with Florida Law for all district financing activities

Objectives:

- District adopted fiscal year budget
- District amended budget at end of fiscal year
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

Performance Measures:

- District adopted fiscal year budget (yes/no)
- District amended budget at end of fiscal year (yes/no)
- District accounts receivable/payable processed for the year (yes/no)
- “No findings” for annual financial audit (yes/no)
 - If “yes” explain

Program/Activity: District Operations

Goal: Insure, Operate and Maintain District owned Infrastructure & assets

Objectives:

- Annual renewal of District insurance policy(s)
- Contracted Services for District operations in effect
- Compliance with all required permits

Performance Measures:

- District insurance renewed and in force (yes/no)
- Contracted Services in force for all District operations (yes/no)
- Permits in compliance (yes/no)