



**NEWFIELD
COMMUNITY DEVELOPMENT
DISTRICT**

MARTIN COUNTY

**REGULAR BOARD MEETING
MARCH 26, 2025
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
Secon Floor Conference Room
Stuart, Florida 34994
Conference Call (800) 743-4099 Access #11360629
REGULAR BOARD MEETING
March 26, 2025
9:30 A.M.

A. Call to Order

B. Proof of Publication.....Page 1

C. Seat New Board Members

D. Administer Oath of Office & Review Board Member Responsibilities and Duties

E. Establish Quorum

F. Election of Officers

- Chairman
- Vice Chairman
- Secretary/Treasurer
- Assistant Secretaries

G. Additions or Deletions to Agenda

H. Comments from the Public

I. Approval of Minutes

 1. October 30, 2024 Regular Board Meeting.....Page 2

J. Old Business

K. New Business

 1. Consider Resolution No. 2025-01 – Adopting a Fiscal Year 2025/2026 Proposed Budget.....Page 4

 2. Consider Ratification of Lifestyle and Communication Management Agreement.....Page 11

 3. Consider Approval of Work Authorizations between the District and Higgins Engineering.....Page 21

 4. Consider Approval of Underwriting Agreement from MBS Capital Markets, LLC.....Page 56

 5. Consider Approval of Preliminary Supplemental Engineer's Report.....Page 60

 6. Consider Approval of Preliminary Supplemental Assessment Methodology Report.....Page 61

 7. Consider Resolution No. 2025-02 – Delegated Award Resolution.....Page 62

 8. Consider Forms of Ancillary Financing Agreements.....Page 63

- a. Acquisition Agreement
- b. Collateral Assignment Agreement
- c. Completion Agreement
- d. True-up Agreement

L. Administrative Matters

M. Board Member Comments

N. Adjourn

Publication Date
2025-03-17

Subcategory
Miscellaneous Notices

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 March 26, 2025, 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 Managers Office), during normal business hours, or by visiting the Districts 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 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 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.

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

Stephanie Brown

District Manager

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT

www.newfieldcdd.org

PUBLISH: STUART NEWS 03/17/25

TCN11123464

**NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
OCTOBER 30, 2024**

A. CALL TO ORDER

The October 30, 2024, Regular Board Meeting of the Newfield Community Development District (the “District”) was called to order at 9:30 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. ACCEPT BOARD MEMBER RESIGNATION

A **motion** was made by Mr. Read, seconded by Mr. Bruce and passed unanimously accepting Mr. Dassa’s resignation from Seat No. 2.

D. ESTABLISH QUORUM

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

Also in attendance were: District Manager Andrew Karmeris of Special District Services, Inc.; District Counsel Ryan Dugan of Kutak Rock LLP (via phone); Developer Representative James Fitzgerald (via phone).

E. ADDITIONS OR DELETIONS TO AGENDA

There were no additions or deletions to the agenda.

F. COMMENTS FROM THE PUBLIC

There were not comments from the public.

G. APPROVAL OF MINUTES

1. August 28, 2024 Public Hearing and Regular Board Meeting

The August 28, 2024, Public Hearing and Regular Board Meeting minutes were presented for Board consideration.

A **motion** was made by Ms. Walsh, seconded by Mr. Read and passed unanimously approving the minutes of the August 28, 2024, Public Hearing and Regular Board Meeting, as presented.

H. OLD BUSINESS

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

I. NEW BUSINESS

1. Consider Resolution No 2024-08 Adopting a Fiscal Year 2023/2024 Amended Budget

Mr. Karmeris presented Resolution No 2024-08.

A **motion** was made by Ms. Walsh, seconded by Mr. Bruce and passed unanimously adopting Resolution No 2024-08 Adopting a Fiscal Year 2023/2024 Proposed Budget, as presented.

2. Consider Approval of Audit Renewal

Mr. Karmeris informed the Board that it was staff's recommendation to renew the two-year option with Grau and Associates to perform the Fiscal Year 2023/2024 and 2024/2025 annual audits.

A **motion** was made by Mr. Read, seconded by Mr. Bruce and passed unanimously renewing the two-year option with Grau and Associates.

J. ADMINISTRATIVE MATTERS

Mr. Karmeris reminded the Board to complete their required ethics training before the end of the calendar year.

K. BOARD MEMBER COMMENTS

There were no Board member comments.

L. ADJOURNMENT

A **motion** was made by Ms. Walsh, seconded by Mr. Read and passed unanimously adjourning the meeting at 9:35 a.m.

ATTESTED BY:

Secretary/Assistant Secretary

Chairperson/Vice-Chair

RESOLUTION 2025-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE NEWFIELD COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2025/2026 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 (the “**Board**”) of the Newfield Community Development District (the “**District**”) prior to June 15, 2025, a proposed budget (the “**Proposed Budget**”) for the fiscal year beginning October 1, 2025 and ending September 30, 2026 (the “**Fiscal Year 2025/2026**”); 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 2025/2026 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:	May 28, 2025
HOUR:	9:30 a.m.
LOCATION:	2400 SE Federal Highway, #203 Second Floor Conference Room 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 26th day of March, 2025.

ATTEST:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Fiscal Year 2025/2026 Budget

Exhibit A

Fiscal Year 2025/2026 Budget

Newfield
Community Development District

**Proposed Budget For
Fiscal Year 2025/2026
October 1, 2025 - September 30, 2026**

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PROPOSED BUDGET
NEWFIELD COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2025/2026 BUDGET
REVENUES	
O&M Assessments	0
Developer Contribution	125,209
Debt Assessments	0
Interest Income	360
TOTAL REVENUES	\$ 125,569
EXPENDITURES	
Supervisor Fees	1,000
Payroll Taxes	80
Engineering/Inspections	15,000
Miscellaneous Maintenance	5,000
Management	40,464
Legal	30,000
Assessment Roll	6,000
Audit Fees	5,000
Arbitrage Rebate Fee	650
Insurance	7,400
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	\$ 125,569
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 2025/2026
OCTOBER 1, 2025 - SEPTEMBER 30, 2026

	FISCAL YEAR 2023/2024	FISCAL YEAR 2024/2025	FISCAL YEAR 2025/2026	
REVENUES	ACTUAL	BUDGET	BUDGET	COMMENTS
O&M Assessments	0	0	0	
Developer Contribution	80,406	122,839	125,209	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	1,035	360	360	Estimated At \$30 Per Month
TOTAL REVENUES	\$ 81,441	\$ 123,199	\$ 125,569	
EXPENDITURES				
Supervisor Fees	200	0	1,000	Supervisor Fees
Payroll Taxes	15	0	80	Projected At 8% Of Supervisor Fees
Engineering/Inspections	27,258	15,000	15,000	
Miscellaneous Maintenance	0	5,000	5,000	Miscellaneous Maintenance
Management	38,184	39,324	40,464	CPI Increase
Legal	9,196	30,000	30,000	
Assessment Roll	0	6,000	6,000	Will Commence In Fiscal Year Of Bond Issuance
Audit Fees	3,400	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	6,594	7,250	7,400	FY 24/25 Expenditure Was \$6,858
Legal Advertisements	1,299	5,000	5,000	
Miscellaneous	383	1,000	1,000	
Postage	66	300	300	
Office Supplies	355	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	\$ 88,625	\$ 123,199	\$ 125,569	
REVENUES LESS EXPENDITURES	\$ (7,184)	\$ -	\$ -	
Bond Payments	0	0	0	
BALANCE	\$ (7,184)	\$ -	\$ -	
County Appraiser & Tax Collector Fee	0	0	0	
Discounts For Early Payments	0	0	0	
EXCESS/ (SHORTFALL)	\$ (7,184)	\$ -	\$ -	



Lifestyle and Communication Management Agreement

This Lifestyle and Communication Agreement ("AGREEMENT") is made this ____ day of _____ 2025 between the Newfield Community Development District, a local unit of special-purpose government of the State of Florida created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("CLIENT" or "CDD") and OnVie LLC ("COMPANY").

SCOPE OF WORK ("Services"):

- I. **Lifestyle Management:** COMPANY shall develop and oversee all aspects of the Newfield lifestyle program (community, farm, trails, town center) in accordance with the provisions outlined in this Agreement.
 - A. **Lifestyle Curation and Budgeting:** COMPANY shall design and plan annual lifestyle programs and annual budgets, subject to CLIENT'S direction and approval. All programming expenses approved by the CLIENT shall be at the expense of CLIENT and are not included in the COMPANY'S Monthly Management Fee (defined in Exhibit A). CLIENT shall approve and fund an annual programming budget sufficient to perform the approved lifestyle programs. The programs may be adjusted throughout the year based on feedback, CLIENT requests, and event success.
 - B. **Planning and Implementation:** COMPANY, through the onsite lifestyle team, shall facilitate event logistics, implementation, and administration of the approved lifestyle program.
 - C. **Tracking Engagement and Participation:** COMPANY shall provide program metrics to include event reconciliations (such as profit/loss), attendance tracking, and post event survey feedback.
- II. **Communications Management and Marketing:** COMPANY shall provide the following for the communications and marketing plan.
 - A. **Community Relations and Community-wide Communications:**
 - a. **Communications Plan and Administration:** COMPANY shall create and launch a proactive resident communications plan, to include content and frequency to help ensure residents are informed and engaged. COMPANY shall design and administer the community's e-newsletter and incorporate information from the CLIENT. CLIENT shall provide to COMPANY the contact information and email addresses for the residents within Newfield under this agreement, provided CLIENT has such information.
 - b. **Lifestyle:** COMPANY shall manage all aspects of lifestyle communications, which include website management, electronic correspondence, mail correspondence, flyers, and the like, subject to the terms of this Agreement.
 - c. **Developer/Builder Relations:** COMPANY shall manage the ongoing proactive communication to the residents on behalf of builders/developer, CLIENT and HOA. COMPANY shall create a mass email template to be used specifically for builders/developer to keep the residents informed of important updates. COMPANY shall coordinate with the builders/developer on frequency of communications,

copywriting and messaging, and distribute communications to the community on behalf of the builders/developer. The CLIENT shall approve of any communication prior to its publication. CLIENT is responsible for providing content for the emails.

- d. **Resident Welcome Program:** COMPANY shall create and launch a welcome program in coordination with CLIENT to include communications and orientation for new residents. COMPANY shall draft a welcome packet for CLIENT review and approval.
- e. **Resident Correspondence:** COMPANY will review and respond to all resident inquiries and suggestions in a timely manner.
- f. **Tools:** COMPANY shall provide the community e-newsletter, social media post creation for marketing purposes, social media group management, and landing page for community events, if applicable. COMPANY shall create lifestyle calendars and event advertisements for the approved lifestyle programs.
- g. **Community-wide Survey:** COMPANY shall deploy and analyze a community-wide lifestyle survey, at least annually, to gauge resident interests.

B. Marketing:

- a. **Marketing the Community:** COMPANY shall coordinate with CLIENT to highlight the full breadth of the approved lifestyle programs to help CLIENT’s marketing/sales team(s) showcase the lifestyle to prospects. COMPANY shall meet with CLIENT’s marketing team routinely and as requested.
- b. **Social Media:** COMPANY shall provide copy and images for social media posts to CLIENT’s marketing team to help showcase the lifestyle of the community to prospects.
- c. **Marketing Collateral to Showcase Lifestyle:** COMPANY shall provide marketing collateral, such as event calendars and lifestyle program overviews, for CLIENT’s marketing/sales team(s) to utilize.
- d. **Trainings for Sales Team:** COMPANY shall attend CLIENT sales meetings, as requested, to train the sales representatives on the importance of lifestyle as a sales tool, keep them abreast of upcoming events, and share success stories from the program.

The attached General Terms and Conditions to Lifestyle and Communication Management Agreement are incorporated into this Agreement reference and expressly made a part hereof.

Agreed and Accepted:

Chair
Newfield Community Development District

Date

Monaca S. Onstad, President/CEO
OnVie LLC

Date

Exhibit "A"

1. **One-time Setup Fee:** The setup fee shall be waived.
2. **Monthly Management Fee:** The monthly fee for the services outlined is \$5,500 per month plus lifestyle director salary as stated below in Payroll Expense Reimbursement. Monthly Fees shall be due and payable via ACH on the first day of each month commencing on the date of November 1, 2024.
3. **Payroll Expense Reimbursement:** COMPANY shall recruit, hire, train, and manage the onsite lifestyle management team on behalf of CLIENT. CLIENT shall reimburse COMPANY for the team’s wages plus burden rate of 25%; provided however, the wages, and any change in the wages, shall be subject to approval of the CLIENT. The CLIENT agrees to offer competitive wages. The CLIENT agrees to pay the COMPANY one month in advance of actual payroll. COMPANY shall submit monthly invoices, which invoices shall provide the monthly gross wages per team member plus burden rate of 25%.
4. **Resource Costs:** Should COMPANY need to provide the following resources, the related expenses shall be charged to and become a cost of the CLIENT and shall be reimbursed to COMPANY.

Event and E-Newsletter Software	actual cost
Domain Names and Web Hosting	actual cost
Landing Page or Websites	actual cost
Printing Supplies for Marketing/Sales Materials, etc.	actual cost
Postage	actual cost
Bulk Mailings	actual cost

OnVie LLC, a Florida limited liability company
GENERAL TERMS AND CONDITIONS TO LIFESTYLE AND COMMUNICATIONS MANAGEMENT AGREEMENT

These General Terms and Conditions to Lifestyle and Communications Management Agreement (these "**Terms and Conditions**") are made part of the Agreement prepared by OnVie LLC, a Florida limited liability company ("**Company**"), for the CLIENT as identified in the Agreement. The Agreement and these Terms and Conditions shall be read and interpreted as a single document; provided, however, that these Terms and Conditions shall control in the event there is overlapping subject matter or a conflict between the Agreement and these Terms and Conditions. The Agreement and the Terms and Conditions, together, are hereinafter referred to as the "**Contract**". Any capitalized term not defined in these Terms and Conditions shall have the meaning ascribed to such term in the Agreement.

1. Fees. In consideration of Company's Services, CLIENT shall pay to Company all fees set forth in the Agreement ("**Fees**"). The Fees and Reimbursable Expenses under the Contract shall be due and payable within thirty (30) days after receipt of an invoice for such Fees. Payments received more than five (5) business days after the due date therefor shall be subject to a \$25 late fee. Upon each Renewal Term, the Monthly Management Fee shall be subject to an annual increase based upon the increase in the Consumer Price Index applicable to Martin County, Florida (if any), which increase shall not exceed five percent (5%) of the Monthly Management Fee for previous Term.

2. Reimbursable Expenses. All fees are exclusive of reimbursable expenses including, without limitation, printing, photographic reproduction, postage and courier service, travel and lodging, purchase of food, event supplies, entertainment, equipment rental, or tickets or transportation and other costs incurred in the performance of the Services unless otherwise stated herein ("**Reimbursable Expenses**"). Automobile mileage will be charged at the rate the then current mileage rate as established by the Internal Revenue Service for the use of a private car driven for business use. Reimbursable Expenses shall be charged to CLIENT at the actual cost of the Reimbursable Expenses plus ten percent (10%). Company shall invoice CLIENT for Reimbursable Expenses, and CLIENT shall promptly pay such invoices for Reimbursable Expenses within thirty (30) business days of receipt of such invoice.

3. General Payment Obligations. Time is of the essence with respect to CLIENT's payment obligations. Amounts unpaid for a period of thirty (30) days after the invoice date will bear interest at a rate of 1.5% per month or the highest rate permissible by law, whichever is less. Delinquent invoices outstanding may result, at the option of Company, in Services being stopped at that time and not resumed until all such invoices have been paid. CLIENT's failure to make payment due to Company hereunder shall be a significant failure by CLIENT and shall be grounds for termination of the Contract at Company's option, subject to any applicable notice and cure period. CLIENT shall not withhold amounts from Company's compensation to impose a penalty or liquidated damages on Company, or to offset sums alleged to be due to CLIENT by Company.

4. Term and Termination of Contract. The initial term of this Contract shall commence on the date the Agreement is executed by CLIENT and shall continue thereafter for a period of one (1) year (the "**Initial Term**"). Upon expiration of the Initial Term, this Contract shall automatically renew for successive one (1) year terms unless CLIENT provides written notice of nonrenewal to Company at least thirty (30) days prior to the end of the then-current term for any or no reason (each a "**Renewal Term**" and together with the Initial Term, the "**Term**"), or unless sooner terminated as provided in the Contract. If the Term is renewed for any Renewal Terms pursuant to this Section, the terms and conditions of this Contract during each such Renewal Term shall be the same as the terms and conditions in effect immediately prior to such renewal, subject to any change in the Fees payable hereunder by CLIENT during the applicable Renewal Term as set forth in Section 1 of these Terms and Conditions. If CLIENT provides timely notice of its intent not to renew this Contract, then, unless otherwise sooner terminated in accordance with its terms, this Contract shall terminate on the expiration of the then-current Term.

5. Termination for Cause. Either party (the "**Non-Defaulting Party**") may terminate this Contract before the expiration date of the Term on written notice to the defaulting party (the "**Defaulting Party**"): (i) if the Defaulting Party materially breaches any provision of this Contract and either the breach cannot be cured or, if the breach can be cured, it is not cured by the Defaulting Party within thirty (30) days after the Defaulting Party's receipt of written notice of such breach; (ii) upon the occurrence of a Force Majeure Event that lasts longer than ninety (90) days; or (iii) if the Defaulting Party (A) becomes insolvent, (B) is generally unable to pay, or fails to pay, its debts as they become due, (C) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or pursuant to any other insolvency law, (D) makes or seeks to make a general assignment for the benefit of its creditors, or (E) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property or business.

6. Termination for Convenience. Either party shall have the right at any time, for its convenience and without cause, to terminate this Contract by giving the other party thirty (30) days' prior written notice. Upon a party's giving of such notice, Company shall immediately cease performing Services under this Contract, and Company shall be compensated for all the Services performed up until the termination date, together with all Reimbursable Expenses, and all expenses directly attributable to termination for which Company is not otherwise compensated. In the event that CLIENT terminates this Contract for convenience, CLIENT shall pay to Company an early termination fee equal to one (1) months' Monthly Management Fee as liquidated damages, and not as a penalty (the "**Termination Fee**"). CLIENT shall pay the Termination Fee to Company without notice, presentment, or demand, and within five (5) business days of serving its written notice of termination to Company in accordance with this Section.

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7. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO OTHER PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, OR LOST PROFITS OR REVENUES ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS CONTRACT OR PERFORMANCE OF SERVICES, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS CONTRACT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE GREATER OF, ON AN AGGREGATE BASIS, (i) THE TOTAL OF THE AMOUNTS PAID TO COMPANY PURSUANT TO THIS CONTRACT IN THE TWELVE-MONTH (12-MONTH) PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR (ii) THE AMOUNT OF ALL DEDUCTIBLES APPLICABLE TO COMPANY'S INSURANCE POLICY OR POLICIES APPLICABLE TO SUCH CLAIM PLUS THE AMOUNT OF INSURANCE PROCEEDS PAID OR PAYABLE UNDER SUCH INSURANCE POLICY OR POLICIES APPLICABLE TO SUCH CLAIM.

8. CLIENT'S Indemnification. To the fullest extent permitted by law, CLIENT shall defend at CLIENT's expense, indemnify, and hold harmless Company and its affiliates and subsidiaries, and their respective members, managers, officers, directors, agents, representatives, and employees (collectively, the "**Company Indemnified Parties**") against, for, and from any and all third-party liabilities, losses, damages, injuries, deaths, demands, judgments, actions, claims, suits, costs, and expenses, including, but not limited to, reasonable attorneys' fees (collectively, "**Company Indemnity Claims**" and, individually, each a "**Company Indemnity Claim**"), caused in whole or in part by, based on, resulting from, or arising out of: (a) any negligence, recklessness, or intentional wrongful conduct of CLIENT, or its affiliates, or their respective officers, directors, agents, representatives, employees, consultants, contractors, subcontractors, or suppliers; (b) any act or omission by CLIENT in the performance of its obligations under the Contract; and/or (c) any breach by CLIENT of the Contract. CLIENT may not settle or compromise any claim or consent to the entry of any judgment with respect to which Company Indemnified Parties are seeking indemnification hereunder in a manner that adversely affects the Company Indemnified Parties without the Company Indemnified Parties' prior written consent. This Section shall survive the expiration or earlier termination of the Contract. Notwithstanding the foregoing, the Company agrees that nothing in the Agreement shall be deemed as a waiver of the District's sovereign immunity or the District's limits of liability as set forth in Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under such limitations of liability or by operation of law.

9. Company's Indemnification. To the fullest extent permitted by law, Company shall defend at Company's expense, indemnify, and hold harmless CLIENT and its officers, directors, staff, agents, representatives, and employees (collectively, the "**CLIENT Indemnified**

Parties") against, for, and from any and all third-party liabilities, losses, damages, injuries, deaths, demands, judgments, actions, claims, suits, costs, and expenses, including, but not limited to, reasonable attorneys' fees (collectively, "**CLIENT Indemnity Claims**" and, individually, each a "**CLIENT Indemnity Claim**"), caused in whole or in part by, based on, resulting from, or arising out of: (a) any negligence, recklessness, or intentional wrongful conduct of Company, or its affiliates, or their respective officers, directors, agents, representatives, employees, consultants, contractors, subcontractors, or suppliers; (b) any act or omission by Company in the performance of its obligations under the Contract; and/or (c) any breach by Company of the Contract. Company may not settle or compromise any claim or consent to the entry of any judgment with respect to which CLIENT Indemnified Parties are seeking indemnification hereunder in a manner that adversely affects the CLIENT Indemnified Parties without the CLIENT Indemnified Parties' prior written consent.

10. CLIENT's Insurance. During the Term of this Contract, CLIENT shall either (i) maintain a self-insurance program sufficient to provide the following coverages and limits or (ii) procure and maintain the following insurance coverage, at a minimum, with such insurance companies, issued upon such forms, and containing such terms as are reasonably acceptable to Company: (i) commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; (ii) to the extent required, workers' compensation Insurance as required by applicable laws; (iii) to the extent applicable, employer's liability with limits not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per occurrence; (iv) to the extent applicable, automobile liability covering all vehicles used in connection with the Contract (if any) in an amount of no less than One Million Dollars (\$1,000,000) combined single limit, and (vii) any other insurance and/or bonds required by applicable laws. CLIENT's insurer(s) shall be rated A- (or better) by A.M. Best. CLIENT shall cause the required insurance policies to be endorsed to provide that such coverage shall not be cancelled or reduced without thirty (30) days' advance written notification to Company from the carrier(s). Upon request, CLIENT shall provide to Company evidence acceptable to Company that CLIENT maintains the insurance required hereunder. The amount of insurance carried in compliance with the above requirements is not to be construed as either a limitation on or satisfaction of the indemnification obligations in the Contract.

11. Company's Insurance. During the Term of this Contract, Company shall procure and maintain the following insurance coverages: (i) commercial general liability insurance with limits not less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate; (ii) to the extent required, workers' compensation Insurance as required by applicable laws; (iii) to the extent required, employer's liability with limits not less than Five Hundred Thousand Dollars (\$500,000) combined single limit per occurrence; and (iv) any other insurance and/or bonds required by applicable laws. In the event CLIENT requires Company to maintain coverages, limits, or requirements beyond those required in this Section, CLIENT shall pay to Company, as a Reimbursable Expense subject to Section 2 above, any additional costs or expenses incurred by Company to

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procure and maintain such additional coverages, limits, or requirements.

12. Confidentiality. From time to time during the Term of this Contract, either Party (the "**Disclosing Party**") may disclose or make available to the other Party (the "**Receiving Party**") information about its business affairs, products, services, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information shall not include information that, at the time of disclosure and as established by documentary evidence: (i) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section by the Receiving Party or any of its representatives; (ii) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party was not prohibited from disclosing such Confidential Information; (iii) was known by or in the possession of the Receiving Party or its representatives before being disclosed by or on behalf of the Disclosing Party; or (iv) was or is independently developed by the Receiving Party without reference to or use, in whole or in part, of any of the Disclosing Party's Confidential Information. The Receiving Party shall: (A) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would use to protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (B) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Contract; and (C) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under the Contract or as may be required under applicable federal, state, or local law, regulation, or a valid order issued by a court or governmental agency of competent jurisdiction. This Section shall survive the expiration or termination of the Contract and remain in effect for a period of two (2) years after the expiration or earlier termination of the Contract. Notwithstanding the prior provisions, Company acknowledges that CLIENT is governed by Chapter 119, Florida Statutes, and may be required to release Confidential Information as required by Florida law. CLIENT agrees to provide notice to Company of the receipt of a records request, and Company has two (2) business days to notify the CLIENT of a lawful exemption which would prohibit the release of such Confidential Information. If a lawful exemption is not provided to the Client within two (2) business days, the CLIENT may move forward with the release of any requested Confidential Information without liability to the Company.

13. Non-Solicitation. CLIENT understands and acknowledges that Company has expended and continues to expend significant time and expense in recruiting and training its employees and that the loss of employees would cause significant and irreparable harm to Company. CLIENT agrees and covenants not to directly or indirectly solicit, hire, or recruit for its own benefit or the benefit of any other person, or so attempt to solicit, hire, or recruit, any employee of Company or any employee who has been employed by Company in the twelve (12) months before the expiration or termination of the Term (collectively, "**Covered Employee**"), or induce any Covered Employee to terminate their employment for twenty-four (24) months immediately following the expiration or 4899-0379-1380.2

termination of the Term, regardless of the reason for the termination, whether voluntary or involuntary ("**Restricted Period**"). This non-solicitation provision explicitly covers all forms of oral, written, or electronic communication, including, but not limited to, communications by email, regular mail, express mail, telephone, fax, instant message, and social media, including, but not limited to, Facebook, LinkedIn, Instagram, and Twitter, and any other social media platform, whether or not in existence at the time of entering into this Contract. CLIENT acknowledges that Company will suffer damages if CLIENT violates this Section, and the specific damages for such violation are difficult to determine at this time, but the parties agree that the liquidated damages specified herein represent a reasonable estimate of the damages Company will incur for each such violation and bear a reasonable relationship to Company's risk of loss due to CLIENT's violation. Accordingly, as liquidated damages, and not as a penalty, CLIENT shall pay to Company damages in an amount equal to: (i) six (6) months of the Covered Employee's salary or six (6) months of the current Monthly Management Fees, whichever is greater, if the violation occurs during the Term of this Contract; or (ii) one (1) year of the Covered Employee's salary, if the violation occurs after the expiration or termination of the Term and within the Restricted Period. "Salary", as used in this Section, shall mean the Covered Employee's most recent annual salary or compensation. Any liquidated damages shall be payable to Company by CLIENT upon demand by Company plus interest from the date of demand at the rate specified in Section 3 of this Contract. It is further mutually understood and agreed that, while the liquidated damages specified in this Section are Company's sole monetary remedy for CLIENT's violation of this Section, Company's assessment of liquidated damages is intended to compensate Company solely for CLIENT's violation of this Section and shall not release CLIENT from liability from any other breach of the requirements of the Contract. If the liquidated damages set forth herein are determined by a court or arbitrator(s) (as applicable) to be unenforceable as a result of a challenge by CLIENT or anyone claiming by, through or under CLIENT, CLIENT hereby consents and agrees that Company shall be entitled to seek a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages, and without the necessity of posting any bond or other security. Any equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages, or other available relief. CLIENT acknowledges and agrees that: (i) Company's Services to be rendered to CLIENT are of a special and unique character; (ii) that CLIENT will obtain knowledge and skill relevant to Company's industry, methods of doing business, and marketing strategies by virtue of this Contract; and, (iii) that the restrictive covenants and other terms and conditions of this Contract are reasonable and reasonably necessary to protect the legitimate business interests of Company. This Section shall survive the expiration or termination of the Contract.

14. Disclaimer of Warranties. COMPANY MAKES NO WARRANTIES OR GUARANTIES OF ANY KIND, EXPRESS OR IMPLIED, TO CLIENT, AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS

FOR A PARTICULAR PURPOSE. COMPANY DOES NOT GUARANTEE ANY RESULTS OR OUTCOMES OF ITS SERVICES PROVIDED PURSUANT TO THIS CONTRACT.

15. Dispute Resolution. Any claim, dispute or other matter in question arising out of or related to this Contract or Company's Services shall be subject to mediation as a condition precedent to binding dispute resolution. CLIENT and Company shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Commercial Mediation Procedures in effect on the date of this Contract. A request for mediation shall be made in writing, delivered to the other party to this Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of an appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of forty-five (45) days from the date of filing, unless stayed for a longer period by written agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the Martin County, Florida, unless another location is mutually agreed upon in writing. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Any claim, dispute or other matter in question arising out of or related to this Contract subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules in effect on the date of this Contract. A demand for arbitration shall be made in writing, delivered to the other party to this Contract, and filed with the person or entity administering the arbitration. The arbitration shall be held in Martin County, Florida, unless another location is mutually agreed upon in writing. A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question. The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Contract, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

Either party, at its sole discretion, may consolidate an arbitration conducted under this Contract with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the

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arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s). Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent. CLIENT and Company grant to any person or entity made a party to an arbitration conducted under this Contract, whether by joinder or consolidation, the same rights of joinder and consolidation as CLIENT and Company under this Contract. The provisions of this Section shall survive the termination of this Contract.

Notwithstanding the foregoing, any claims by Company for violations of Sections 12 or 13 of these Terms and Conditions or for injunctive relief, shall not be subject to the requirements of this Section 15. Any such claims shall be resolved in a court of competent jurisdiction located in Martin County, Florida.

16. Independent Contractor. Nothing contained in this Contract shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have the authority to contract for or bind the other party in any manner whatsoever, except as may be provided in this Contract or as may be necessary in performing the Services. Company shall be regarded as an independent contractor for all purposes. Nothing contained in this Contract shall be construed as creating an exclusive relationship between CLIENT and Company, and Company shall not be prohibited from providing the same, similar, or different Services for third-parties.

17. CLIENT's Responsibilities. CLIENT shall designate one (1) individual who shall be authorized to direct Company on specific matters relating to this Contract and Company's performance of its Services under this Contract. In the absence of any such designation, the CLIENT's president shall have such authority. CLIENT shall be responsible for all operating expenses pertaining to the day-to-day operation of the community, including, without limitation, advertising and marketing costs, courier expenses (such as Federal Express, UPS), telephone, utilities, retail product expense, all operating supplies, laundry and uniforms, computer and software expenses, etc., that have not been factored into the Fees. CLIENT shall provide Company with the following as necessary for Company's performance of its Services: (i) reasonable access and use of CLIENT'S facilities, including, without limitation, office space, programming, and similar items; (ii) monthly financials, annual budgets, and other financial documentation; (iii) member rosters, including, without limitation, names, emails, phone numbers, and addresses; and, (iv) access to applicable online databases utilized in the management of the community, (v) home sales data and metrics, (vi) any and all other information, documentation, and materials as may be reasonably requested by Company.

18. Marketing. Company may refer to CLIENT and its affiliates and subsidiaries in Company advertising and promotional materials, and CLIENT hereby consents, on its behalf as well as on behalf of its affiliates and subsidiaries, to Company referring to CLIENT by name in advertising and promotional materials. CLIENT, on its behalf and on behalf of its affiliates and subsidiaries, hereby grants Company an irrevocable license to use CLIENT's and its affiliates' and subsidiaries' name, trademark, trade name, symbol, and any abbreviation or contraction thereof in any and all of Company's advertising and promotional materials. CLIENT hereby consents to Company the use of photographs, videos, and other media captured during community events and programs for any lawful purpose, including but not limited to advertising, marketing, promotion, and social media content.

19. Public Records. Company understands and agrees that all documents of any kind provided to the District in connection with the Contract may be public records, and, accordingly, Company agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Company acknowledges that the designated public records custodian for the District is Andrew Karmeris ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, the Company shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Company does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Company's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Company, the Company shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE COMPANY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE COMPANY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922; AKARMERIS@SDSINC.ORG; OR 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410.

20. Compliance with E-Verify Requirements. The Company shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, to the extent required by Florida Statute, Company shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees and shall comply with all requirements of Section 448.095, Florida Statutes, as to the use of subcontractors. The District may terminate the Contract immediately for cause if there is a good faith belief that the Company has knowingly violated Section 448.091, Florida Statutes. By entering into the Contract, 4899-0379-1380.2

the Company represents that no public employer has terminated a contract with the Company under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of the Contract.

21. Compliance with Section 20.055, Florida Statutes. The Contractor agrees to comply with Section 20.055(5), *Florida Statutes*, to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing pursuant to such section, and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), *Florida Statutes*.

22. Anti-Human Trafficking Affidavit. The Company acknowledges and agrees that it shall execute and return the form of the Anti-Human Trafficking Affidavit enclosed as an appendix to this Contract with the executed Contract.

23. Notice. Any notice, payment, demand or communication required or permitted to be delivered or given by the provisions of this Contract may be made by email and shall be deemed to have been effectively delivered or given and received as of the date and time that the email is sent, except for any notices, demands or communications relating to default, termination or dispute resolution, which must be personally delivered to the respective party to whom it is directed or sent by registered or certified mail, with postage and charges prepaid and addressed to the parties at the respective addresses set forth in the Contract, or to such other address as to which notice is given upon ten (10) days' prior notice, and for any notice of default, termination or dispute resolution, such notice to Company shall additionally be sent to Erik M. Hanson, Esq., Shutts & Bowen LLP, 1858 Ringling Boulevard, Suite 300, Sarasota, Florida 34236.

24. Legal Fees. In the event that either party resorts to legal action to enforce the terms and provisions of the Contract, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorney's fees, from the non-prevailing party.

25. Cumulative Remedies. Company's rights stated in the Contract are cumulative and not in limitation of any rights (i) granted in the Agreement or these Terms and Conditions, (ii) at law, or (iii) in equity.

26. Interpretation. Unless expressly provided otherwise, the terms "including", "include", and "includes" are not limiting, and whenever the word "including", "include", or "includes" is used in this Contract, it shall be deemed to be followed by the words "without limitation". The headings in this Contract are for convenience only and are not intended to be part of, or to affect the interpretation of, this Contract. Which party prepared this Contract shall have no effect on their construction, interpretation or enforcement.

27. Assignment and Delegation. The Contract will be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. However, neither the Contract nor any of the rights, interests, or obligations under the Contract may be assigned without the other party's prior written

consent, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Company may assign this Contract to successor in interest by way of merger or acquisition and may delegate all or a portion of its obligations under this Contract to other individuals or entities acting as a subcontractor.

28. Choice of Law. This Contract and all related documents, and all matters arising out of or relating to this Contract, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the State of Florida (including its statutes of limitations), without giving effect to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Florida.

29. Entire Agreement. This Contract constitutes the sole and entire agreement of the parties with respect to the subject matter of this Contract, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. The parties have not relied on any statement, representation, warranty, or agreement of the other party or of any other person on such party's behalf, including any representations, warranties, or agreements arising from statute or otherwise in law, except for the representations, warranties, or agreements expressly contained in this Contract, and waive any rights or claims arising from any statements, representations, warranties, or agreements that conflict with or are in addition to those expressly contained in this Contract.

30. Amendment. No amendment to this Contract is effective unless it is in writing and signed by each party to this Contract.

31. Force Majeure. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract (except for any obligations to make payments to the other party hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake, epidemic, pandemic, quarantine, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes, or blockades in effect on or after the date of this Contract; (f) national or regional emergency; and (g) any other similar events or circumstances beyond the reasonable control of the Impacted Party. The Impacted Party shall give reasonable notice to the other party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section, either party may thereafter terminate this Contract upon ten (10) days' written notice.

32. Severability. The partial or complete invalidity of any provision of this Contract shall not affect the validity or the continuing force and effect of this Contract or its remaining provisions. If it is determined that any provision of this Contract violates any law, or is otherwise invalid or

unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case this Contract shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing this Contract.

33. Waiver of Jury Trial. WITHOUT DEROGATION FROM ARBITRATION AS THE METHOD OF BINDING DISPUTE RESOLUTION, EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT, INCLUDING ANY EXHIBITS, SCHEDULES, AND APPENDICES ATTACHED TO THIS CONTRACT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

34. No Waiver. No waiver under this Contract is effective unless it is in writing, identified as a waiver to this Contract, and signed by the party waiving its right. Any waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion. None of the following constitutes a waiver or estoppel of any right, remedy, power, privilege, or condition arising from this Contract: (i) any failure or delay in exercising any right, remedy, power, or privilege or in enforcing any condition under this Contract; or (ii) any act, omission, or course of dealing between the parties.

35. Counterparts. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one and the same agreement or document. A signed copy of this Contract transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract.

Appendix

**ANTI-HUMAN TRAFFICKING AFFIDAVIT
(SECTION 787.06, FLORIDA STATUTES)**

1. I am over eighteen years of age. The following information is given from my own personal knowledge.
2. I am an officer or representative with _____ (the "Nongovernmental Entity"). I am authorized to provide this affidavit on behalf of the Nongovernmental Entity.
3. The Nongovernmental Entity does not use coercion for labor or services as defined in section 787.06, *Florida Statutes*.
4. This declaration is made pursuant to section 92.525(1)(c), *Florida Statutes*. I understand that making a false statement in this declaration may subject me to criminal penalties.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

FURTHER AFFIANT SAYETH NOT.

_____, 20____

Printed Name: _____

Company Name: _____

Title: _____

Newfield Community Development District Work Authorization

Date Received: 8/15/2023
WA #: 23-6508301-001
CDD #: NCDD

Plat #: N/A

Work Authorization Type

- Irrigation Withdrawal
- Plat
- Right-of-Way Use
- Surface Water Management
- SWM/Plat Combined
- Maintenance Access

Name of Project: Newfield - Crossroads Phase 1A
Parcel ID#: _____
Description of Project: Construction of surface water management system to support Phase 1A of
Newfield's Crossroads village.

Anticipated Construction Start Date: 10/1/2023
Anticipated Construction Duration: 12 months

Applicant Information


Name: Mattamy Palm Beach LLC, James FitzGerald
Address: 2500 Quantum Lakes Drive, Suite 215
Boynton Beach, Florida 33426
Phone: (678) 316-6856
Email: james.fitzgerald@mattamycorp.com

Agent Information

Name: Michael Schwartz, P.E.
Address: 1920 Wekiva Way #200
West Palm Beach, Florida 33411
Phone: (561) 845-0665
Email: Michael.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 detail plans must be reviewed and approved by the District.

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.

DocuSigned by:


Signature
James Fitzgerald

Printed Name

9/8/2023

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
 Bob Higgins

 Printed Name

9/8/2023

 Date
 President

 Title

Board of Supervisors Approval

Not Applicable

 Board Meeting Date

**Newfield Community Development District
Work Authorization**

Date Received: _____ Plat #: N/A
WA #: _____
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 1A

Parcel ID#: _____

Description of Project: The proposed development area consists mainly of single family residential with multifamily, commercial, offices, and civic uses towards the center to the north and south of Citrus Blvd. The eastern portion of the project area north of Citrus Blvd and west of the turnpike is proposed to be industrial development. Throughout the proposed development, wetlands, natural areas, and some farmland are proposed to be preserved.

Anticipated Construction Start Date: 11/15/2023

Anticipated Construction Duration: 6/1/2024

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

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

12/4/23

Date

AUTH. 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

**Newfield Community Development District
Work Authorization**

Date Received: 4/15/2024 Plat #: _____
WA #: 240311-42799
CDD #: _____

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 type="checkbox"/> Right-of-Way Use | <input type="checkbox"/> Maintenance Access |

Name of Project: Newfield Farm
Parcel ID#: 438400000000120
Description of Project: Construction of agritourism plaza, planting areas,
and two farm operations buildings.

Anticipated Construction Start Date: 5/1/2024
Anticipated Construction Duration: 8 months

Applicant Information

Name: Mattamy Palm Beach LLC
Address: 2500 Quantum Lakes Drive, Suite 215
Boynton Beach, FL 33426
Phone: (678) 316-6856
Email: james.fitzgerald@mattamycorp.com

Agent Information

Name: Mike Schwartz/ Kimley-Horn
Address: 1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Phone: (561) 267-9978
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 detail plans must be reviewed and approved by the District.

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

4/23/2024

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.
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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.
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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:

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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.
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**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

4/23/2024

Date

Bob Higgins, PE

Printed Name

CDD Engineer

Title

Board of Supervisors Approval

Board Meeting Date

Newfield Community Development District
Work Authorization

Date Received: 4/15/2024 Plat #: _____
WA #: 240311-42799
CDD #: _____

Work Authorization Type

- Irrigation Withdrawal
- Surface Water Management
- Plat
- SWM/Plat Combined
- Right-of-Way Use
- Maintenance Access

Name of Project: Newfield Farm
Parcel ID#: 438400000000120
Description of Project: Construction of agritourism plaza, planting areas,
and two farm operations buildings.

Anticipated Construction Start Date: 5/1/2024
Anticipated Construction Duration: 8 months

Applicant Information

Name: Mattamy Palm Beach LLC
Address: 2500 Quantum Lakes Drive, Suite 215
Boynton Beach, FL 33426
Phone: (678) 316-6856
Email: james.fitzgerald@mattamycorp.com

Agent Information

Name: Mike Schwartz/ Kimley-Horn
Address: 1920 Wekiva Way, Suite 200
West Palm Beach, FL 33411
Phone: (561) 267-9978
Email: mike.schwartz@kimley-horn.com

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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

4/23/2024
Date
Authorized Agent
Title

Newfield Community Development District Work Authorization

GENERAL CONDITIONS ARE AS FOLLOWS:

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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.
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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.
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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:

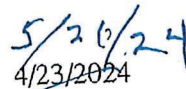
1. Schedule a preconstruction meeting with the District prior to the start of any construction. Meeting may be held jointly with the County and/or SFWMD.
2. All infrastructure intended to be turned over to the District must be inspected by the District as outlined on the attached list of District Required 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

Bob Higgins, PE

Printed Name


4/23/2024

Date

CDD Engineer

Title

Board of Supervisors Approval

 5/29/24
Board Meeting Date

Newfield Community Development District Work Authorization

Date Received: August 19, 2024 Plat #: _____
 WA #: 4
 CDD #: _____

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 type="checkbox"/> Right-of-Way Use | <input type="checkbox"/> Maintenance Access |

Name of Project: Newfield South Trailhead #1
 Parcel ID#: 06-38-40-000-00010-1
 Description of Project: Construct a semi-pervious parking lot for access to existing trail networks in the Newfield Development

Anticipated Construction Start Date: October 1, 2024
 Anticipated Construction Duration: 3 weeks

Applicant Information


Name: Mattamy Palm Beach LLC, James FitzGerald
 Address: 2500 Quantum Lakes Drive, Suite 215
Boynton Beach, Florida 33426
 Phone: (678) 316-6856
 Email: james.fitzgerald@mattamycorp.com

Agent Information

Name: Shaun G. MacKenzie, PE
 Address: 1172 SW 30th Street Suite 500
Palm City, FL 34990
 Phone: 772-286-8030
 Email: shaun@mackenzieengineeringinc.com
chris@mackenzieengineeringinc.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 detail plans must be reviewed and approved by the District.

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.

<u></u> Signature	<u>8/19/24</u> Date
<u>Karl Albertson</u> Printed Name	<u>V.P.</u> 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

Robert W. Higgins
Signature

8/21/24
Date

Robert W. Higgins
Printed Name

President
Title

Board of Supervisors Approval

Board Meeting Date

**Newfield Community Development District
Work Authorization**

Date Received: August 15, 2024 Plat #: _____
WA #: 5
CDD #: _____

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 type="checkbox"/> Right-of-Way Use | <input type="checkbox"/> Maintenance Access |

Name of Project: Newfield North Trailhead #2
Parcel ID#: 08-38-40-000-00010-1
Description of Project: Construct a semi-pervious parking lot for access to existing trail networks in the Newfield Development

Anticipated Construction Start Date: September 1, 2024
Anticipated Construction Duration: 2 weeks

Applicant Information


Name: Mallamy Palm Beach LLC, James FitzGerald
Address: 2500 Quantum Lakes Drive, Suite 215
Boynton Beach, Florida 33426
Phone: (678) 316-6856
Email: james.fitzgerald@mallamycorp.com

Agent Information

Name: Shaun G. MacKenzie, PE
Address: 1172 SW 30th Street Suite 500
Palm City, FL 34990
Phone: 772-286-8030
Email: shaun@mackenzieengineeringinc.com
chris@mackenzieengineeringinc.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 detail plans must be reviewed and approved by the District.

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
Karl Albertson
Printed Name

8/19/24
Date
U.P.
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*.
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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.
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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

Robert W Higgins
Signature

8/21/24
Date

Robert W Higgins
Printed Name

President
Title

Board of Supervisors Approval

Board Meeting Date

**Newfield Community Development District
Work Authorization**

Date Received: 3/17/2024 Plat #: _____
WA #: _____
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 Town Center
Parcel ID#: _____
Description of Project: The proposed development area consists of a proposed town center including paved areas, buildings, and accommodations for future development.

Anticipated Construction Start Date: _____
Anticipated Construction Duration: _____

Applicant Information

Name: Mattamy Palm Beach LLC, Jason Corp
Address: 2500 Quantum Lakes Drive, Suite 215 Boynton Beach, Florida 33426
Phone: (407) 739-3059
Email: jason.corp@mattamycorp.com

Agent Information

Name: Kimley-Horn/ Lisa M. Hill
Address: 1920 Wekiva Way, Suite 200, West Palm Beach, FL 33411
Phone: 561-840-0205
Email: lisa.hill@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	_____ Date
_____ Printed Name	_____ Title

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.

Newfield Community Development District Work Authorization

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.

SPECIAL CONDITIONS ARE AS FOLLOWS:

For Right-of-Way Use Authorizations:

**Newfield Community Development District
Work Authorization**

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.

For Surface Water Management Authorizations:

Newfield Community Development District Work Authorization

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.

Additional Special Conditions:

**Newfield Community Development District
Work Authorization**

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



MBS CAPITAL MARKETS, LLC

SUPPLEMENT TO INVESTMENT BANKING AGREEMENT DATED JANUARY 28, 2021 REGARDING BOND ISSUANCES BY NEWFIELD COMMUNITY DEVELOPMENT DISTRICT

March 26, 2025

Board of Supervisors
Newfield Community Development District

Dear Supervisors:

MBS Capital Markets, LLC (“Underwriter”) and the Board of Supervisors of the Newfield Community Development District (“District”) entered into an Investment Banking Agreement effective January 28, 2021 (“Agreement”) wherein the District engaged the Underwriter to provide investment banking services for the District. The purpose of this letter is to supplement the Agreement by specifying the particular planned transaction currently being contemplated by the District for which such investment banking services are to be provided by the Underwriter.

The District is considering the issuance of its Capital Improvement Revenue Bonds, Series 2025 for the purpose of acquiring/constructing additional public infrastructure improvements within the District. It is the District’s intent to engage the Underwriter to provide investment banking services for this transaction.

The scope of services to be provided in a non-fiduciary capacity by the Underwriter for this transaction will include those listed below.

- Advice regarding the structure, timing, terms, and other similar matters concerning the particular municipal securities described above.
- Preparation of rating strategies and presentations related to the issue being underwritten.
- Preparations for and assistance with investor “road shows,” if any, and investor discussions related to the issue being underwritten.
- Advice regarding retail order periods and institutional marketing if the District decides to engage in a negotiated sale.
- Assistance in the preparation of the Preliminary Official Statement, if any, and the Final Official Statement.
- Assistance with the closing of the issue, including negotiation and discussion with respect to all documents, certificates, and opinions needed for the closing.
- Coordination with respect to obtaining CUSIP numbers and the registration with the Depository Trust Company.
- Preparation of post-sale reports for the issue, if any.

Member: FINRA/SIPC



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- Structuring of refunding escrow cash flow requirements, but not the recommendation of and brokerage of particular municipal escrow investments.

All other terms of the Agreement shall remain in effect, including specifically the Disclosures Concerning the Underwriter's Role Required by MSRB Rule G-17 which is again being provided in Exhibit A hereto. By execution of this supplement to the Agreement you are acknowledging receipt of the same.

This supplement to the Agreement shall be effective upon your acceptance and shall remain in effect until such time as the financing described herein has been completed or the Agreement is terminated as provided in Section 3 of the Agreement.

Sincerely,
MBS Capital Markets, LLC

A handwritten signature in blue ink, appearing to read 'B. Sealy', is positioned above a horizontal line.

Brett Sealy
Managing Partner

Approved and Accepted By: _____

Title: _____

Date: _____



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EXHIBIT A

Disclosures Concerning the Underwriter's Role

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriters has financial and other interests that differ from those of the District.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the District under the federal securities laws and are, therefore, is required by federal law to act in the best interests of the District without regard to their own financial or other interests.
- (iv) The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price but must balance that duty with their duty to sell the Bonds to investors at prices that are fair and reasonable.
- (v) The underwriter will review the official statement for the Bonds in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.

Disclosure Concerning the Underwriter's Compensation

The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the District a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

Conflicts of Interest

The Underwriter has not identified any additional potential or actual material conflicts that require disclosure including those listed below.

Payments to or from Third Parties. There are no undisclosed payments, values, or credits to be received by the Underwriter in connection with its underwriting of this new issue from parties other than the District, and there are no undisclosed payments to be made by the Underwriter in connection with this new issue to parties other than the District (in either case including payments, values, or credits that relate directly or indirectly to collateral transactions integrally related to the issue being underwritten). In addition, there are no third-party arrangements for the marketing of the District's securities.



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Profit-Sharing with Investors. There are no arrangements between the Underwriter and an investor purchasing new issue securities from the Underwriter (including purchases that are contingent upon the delivery by the District to the Underwriter of the securities) according to which profits realized from the resale by such investor of the securities are directly or indirectly split or otherwise shared with the Underwriter.

Credit Default Swaps. There will be no issuance or purchase by the Underwriter of credit default swaps for which the reference is the District for which the Underwriter is serving as underwriter, or an obligation of that District.

Retail Order Periods. For new issues in which there is a retail order period, the Underwriter will honor such agreement to provide the retail order period. No allocation of securities in a manner that is inconsistent with a District's requirements will be made without the District's consent. In addition, when the Underwriter has agreed to underwrite a transaction with a retail order period, it will take reasonable measures to ensure that retail clients are bona fide.

Dealer Payments to District Personnel. Reimbursements, if any, made to personnel of the District will be made in compliance with MSRB Rule G-20, on gifts, gratuities, and non-cash compensation, and Rule G-17, in connection with certain payments made to, and expenses reimbursed for, District personnel during the municipal bond issuance process.

Disclosures Concerning Complex Municipal Securities Financing

Since the Underwriter has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Bonds are not required under MSRB Rule G-17.

**CONSIDER APPROVAL OF PRELIMINARY
SUPPLEMENTAL ENGINEER'S REPORT**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

**CONSIDER APPROVAL OF
PRELIMINARY SUPPLEMENTAL
ASSESSMENT METHODOLOGY REPORT**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

**CONSIDER RESOLUTION NO. 2025-02
DELEGATED AWARD RESOLUTION**

**TO BE DISTRIBUTED
UNDER SEPARATE COVER**

ACQUISITION AGREEMENT

THIS ACQUISITION AGREEMENT (“Agreement”) is made and entered into this 26th day of March, 2025 by and between:

MATTAMY PALM BEACH LLC, a Delaware limited liability company, the developer and owner of the lands in the District, with a mailing address of 4901 Vineland Road, Suite 450, Orlando, Florida 32811 (“**Developer**”); and

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Special District Services, Inc., 2501A Burns Rd., Martin Gardens, Florida 33410 (“**District**”).

RECITALS

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

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, and acquiring certain public infrastructure improvements, including but not limited to, earthwork, environmental mitigation, roadways, stormwater management, water and sewer utilities, landscaping, hardscaping and irrigation, streetlighting, signage and other infrastructure within or without the boundaries of the District; and

WHEREAS, the Developer is the owner and developer of the lands within the boundaries of the District; and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the “**Project**” and as detailed in the *First Supplemental Engineer’s Report*, dated **2025** (“**Engineer’s Report**”), attached to this Agreement as **Exhibit A**; and

WHEREAS, the District intends to finance all or a portion of the Project through the use of proceeds from future special assessment bonds (“**Bonds**”); and

WHEREAS, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (“**Work Product**”); or (ii) construction and/or installation of the improvements comprising the Project (“**Improvements**”); and

WHEREAS, the District acknowledges the Developer’s need to commence development of the lands within the District in an expeditious and timely manner; and

WHEREAS, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has advanced, funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

WHEREAS, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real property interests (“**Real Property**”) and in order to ensure the timely provision of the infrastructure and development.

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 District and the Developer agree as follows:

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

2. ADVANCED FUNDING. Prior to the issuance of the Bonds, the Developer may elect to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the design, engineering, and construction of the Project. The funds (“**Advanced Funds**”) shall be placed in the District's depository as determined by the District, and shall be repaid to the Developer solely from available proceeds of the Bonds, subject to the terms of this Agreement. The District shall individually account for costs incurred and Advanced Funds expended in connection with the Project.

3. WORK PRODUCT AND IMPROVEMENTS. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an “**Acquisition Date**”). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

a. Request for Conveyance and Supporting Documentation – When Work Product or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.

- b. **Costs** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, or (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors (“**Board**”) whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, or (ii) the fair market value of the Work Product or Improvements. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the District’s Trustee for the Bonds (“**Trustee**”).

- c. **Conveyances on “As Is” Basis.** Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an “as is” basis. That said, the Developer agrees to assign, transfer and convey to the District any and all rights the Developer may have against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

- d. **Right to Rely on Work Product and Releases** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all warranties and copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer’s access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

- e. **Transfers to Third Party Governments; Payment for Transferred Property** – If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the Developer shall make reasonable efforts to first transfer such Work Product and/or Improvements to the District pursuant

to the terms of this Agreement, and prior to the transfer of such Work Product and/or Improvements to the third-party governmental entity. If the transfer, dedication, conveyance or assignment of such Work Product and/or Improvements to a third-party governmental entity occurs prior to the District's acquisition of the Work Product and/or Improvements, the District shall be obligated to pay for such Work Product and/or Improvements, subject to the terms of this Agreement, and subject to ensuring that such acquisition and payment would not affect the tax-exempt status of the Bonds.

- f. **Permits** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
- g. **Engineer's Certification** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of creating the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

4. CONVEYANCE OF REAL PROPERTY. The Developer agrees that it will convey to the District at or prior to the applicable Acquisition Date as determined by the District and the Developer, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are expressly included as part of the Project, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is the lesser of the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose, or the cost basis of the Real Property to the Developer.

- b. ***Fee Title and Other Interests*** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable, or as required by the applicable governing body.
- c. ***Developer Reservation*** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District’s use, occupation or enjoyment thereof.
- d. ***Fees, Taxes, Title Insurance*** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner’s title insurance policy or other evidence of title in a form satisfactory to the District.
- e. ***Boundary Adjustments*** – Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer’s ownership. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

5. TAXES, ASSESSMENTS, AND COSTS.

- a. ***Taxes and Assessments on Property Being Acquired.*** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law and where applicable, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

- i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
 - ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. ***Notice.*** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- c. ***Tax liability not created.*** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

6. **ACQUISITIONS AND BOND PROCEEDS.** The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to finance portions of work acquired hereunder, as well as reimburse Advanced Funds. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the Project acquired by the District, or any Advanced Funds, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property, or reimbursable Advanced Funds, pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, or is in default under any agreements between the Developer and the District, or, further, in the event the District's bond counsel determines that any such acquisitions or payments for Advanced Funds are not properly compensable for any reason, including, but not limited to federal tax restrictions

imposed on tax-exempt financing. Should any proceeds flow to the acquisition and construction account as a result of the satisfaction of a debt reserve release requirement(s), as such requirement(s) is/are defined in the Master Trust Indenture or the relevant Supplemental Trust Indenture, such proceeds shall be used to make payment to the Developer for any Work Product, Improvements, Real Property, or reimbursable Advanced Funds eligible for payment as set forth herein no later than thirty (30) days from the later of the date the funds are released into the acquisition and construction account or the date the Developer provides all necessary documentation to support a payment under this Agreement. Interest shall not accrue on any amounts owed for any prior acquisitions, or Advanced Funds. Unless otherwise provided in an applicable trust indenture, and in the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and reimburse Advanced Funds, and, thus does not make payment to the Developer for any unfunded acquisitions, or any unreimbursed Advanced Funds, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions, or unreimbursed Advanced Funds. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements described in the Engineer's Report to a general-purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

7. CONTRIBUTIONS. In connection with the issuance of the Bonds, the District will levy debt service special assessments to secure the repayment of Bonds. As described in more detail in the District's applicable assessment reports ("**Assessment Report**"), and prior to the issuance of the Bonds, the Developer may request that such debt service special assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of this Agreement, the Developer agrees to provide a contribution of Improvements, Work Product and/or Real Property based on appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment by the District hereunder.

8. IMPACT FEE CREDITS. In connection with the District's capital improvement plan, the District may finance certain infrastructure that may generate impact fee credits. As set forth in the District's assessment proceedings, and in recognition of the uncertain market for such credits, and limited value, and as consideration for the District and the Developer undertaking the transactions involved with the District's Project and financing arrangements, the District and the Developer agree that the Developer may retain any such impact fee credits, provided that the Developer contributes a corresponding amount of Improvements, Work Product and/or Real Property based on appraised value as part of the District's capital improvement plan, and/or reduces the cost of such Improvements, Work Product or Real Property to be acquired by the District by a corresponding amount of such impact fee credits, and/or prepays debt assessments on all applicable lands (as determined by the District in coordination with the District's Assessment Consultant) by a corresponding amount of such impact fee credits. Alternatively, the Developer may provide the proceeds of the impact fee credits to the District for deposit into the applicable acquisition and construction account for the Bonds, and for use in acquiring and/or constructing the Project.

9. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under an applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project in the event of such a default. Notwithstanding the foregoing, neither the District nor the Developer shall be liable for any consequential, special, indirect or punitive damages due to a default hereunder. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

10. ATTORNEYS' FEES AND COSTS. 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 fees and costs incurred, including reasonable attorneys', paralegal and expert witness fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

12. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

13. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

14. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have

drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

15. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Developer 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 or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the majority of the owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the majority of the owners of the Bonds, which consent shall not be unreasonably withheld.

16. ASSIGNMENT. Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

17. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

18. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

19. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

20. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

21. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

22. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

23. ANTI-HUMAN TRAFFICKING REQUIREMENTS. The Developer certifies, by acceptance of this Agreement, that neither it nor its principals utilize coercion for labor or services as defined in Section 787.06, *Florida Statutes*. The Developer agrees to execute the affidavit, in a form acceptable to the District, in compliance with Section 787.06(13), *Florida Statutes*.

[Signatures on Next Page]

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

ATTEST:

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairman, Board of Supervisors

WITNESS:

MATTAMY PALM BEACH LLC, a Delaware limited liability company

Witness (Print Name)

By: _____
Name: _____
Its: _____

Exhibit A: *First Supplemental Engineer's Report*, dated _____, 2025

Exhibit A

First Supplemental Engineer's Report, dated _____, 2025

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Lindsay C. Whelan
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF
DEVELOPMENT AND CONTRACT RIGHTS
(2025 ASSESSMENT AREA)**

This **Collateral Assignment and Assumption of Development and Contract Rights** (the “**Assignment**”) is made and entered into this ____ day of _____ 2025, by and between:

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, as amended, and located in Martin County, Florida, with a mailing address of 2501A Burns Rd., Palm Beach Gardens, Florida 33410 (“**District**”); and

MATTAMY PALM BEACH LLC, a Delaware limited liability company and owner of lands within the boundaries of the District, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, its successors and assigns (the “**Landowner**”).

RECITALS

WHEREAS, District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as amended, (the “**Act**”) for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, the Landowner is the owner of the portion of the lands within the boundaries of the District known as the “2025 Assessment Area” which will be developed by the Landowner, which lands are as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Development**”); and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of various public infrastructure improvements, facilities, and services within the Development (the “**Improvements**”) as described in that certain *First Supplemental Engineer’s Report*, dated _____, 2025 (the “**Engineer’s Report**”); and

WHEREAS, the capital improvement plan for the Improvements, as set forth in the Engineer’s Report, is in the amount of approximately \$ _____; and

WHEREAS, the District intends to finance a portion of the Improvements through the issuance of its Newfield Community Development District Special Assessment Revenue Bonds,

Series 2025 (2025 Assessment Area) in the aggregate principal amount of \$ [REDACTED] (the “**Series 2025 Bonds**”); and

WHEREAS, pursuant to Resolutions 2023-04, 2023-05, 2023-06, and 2025-[REDACTED] the District has imposed special assessments (the “**Series 2025 Assessments**”) on the lands within the Development to secure the repayment of the Series 2025 Bonds; and

WHEREAS, the Landowner has acquired, or hereafter may acquire, certain rights (the “**Development and Contract Rights**”) in, to, under, or by virtue of certain contracts, agreements, and other documents, which now or hereafter affect the development of the public and private infrastructure within the lands located in the Development (collectively the “**Contract Documents**”); and

WHEREAS, the District and the Landowner anticipate developing the lands within the Development consistent with the Engineer’s Report and that certain *Master Special Assessment Methodology Report*, dated March 29, 2023, as supplemented by that certain *Final First Supplemental Special Assessment Methodology Report*, dated [REDACTED], 2025 (collectively, the “**Assessment Report**”), until such time as the lands within the Development within the District are developed in accordance with the Engineer’s Report and subject to a final plat or replat and payment of any true-up amounts due and securing the Series 2025 Bonds (hereinafter referred to as “**Development Completion**”); and

WHEREAS, in the event of default in the payment of the Series 2025 Assessments securing the Series 2025 Bonds, the District has certain remedies with respect to the lien of the Series 2025 Assessments as more particularly set forth herein, including certain foreclosure rights provided by Florida law (the “**Remedied Rights**”); and

WHEREAS, as an inducement to the District to issue its Series 2025 Bonds, it is necessary to require the assignment of the Development and Contract Rights to complete the development of the lands within the Development as anticipated by and at substantially the densities and intensities envisioned in the Engineer’s Report and the Assessment Report; and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the lands within the Development as anticipated by and at substantially the densities and intensities envisioned in the Engineer’s Report and the Assessment Report and shall only be inchoate and shall become an absolute assignment and assumption of the Development and Contract Rights upon failure of the Landowner to pay the Series 2025 Assessments levied against the lands within the Development owned by the Landowner, if such failure remains uncured after passage of any applicable cure period; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the lands within the Development pursuant to the Engineer’s Report and the Assessment Report.

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable

consideration, the receipt and sufficiency of which are acknowledged, the District and the Landowner agree as follows:

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

SECTION 2. COLLATERAL ASSIGNMENT.

A. In the event of either of the Landowner's default in the payment of the Series 2025 Assessments securing the Series 2025 Bonds, if such failure remains uncured after passage of any applicable cure period, the District shall be entitled to exercise its Remedied Rights to secure control and/or title to the lands within the Development. Such exercise of Remedied Rights by the District may include foreclosure proceedings, acceptance of a deed in lieu of foreclosure and the establishment of a special-purpose entity ("SPE") to hold title to the lands within the Development, as designee of the District. The Landowner hereby agrees to unconditionally collaterally assign to the District or its designee, and to the extent assignable, and to the extent that they are owned or controlled by the Landowner, all of its Development and Contract Rights as security for the Landowner's payment and performance and discharge of its obligation to pay the Series 2025 Assessments levied against the lands within the Development. Notwithstanding any contrary terms in this Assignment, the Development and Contract Rights exclude: (i) any portion of the Development and Contract Rights which relate solely to developed and platted lots which have been conveyed to unaffiliated homebuilders or end-users effective as of such conveyance, and (ii) any portion of the Development and Contract Rights which relate solely to any portion of the lands within the Development which has been transferred, dedicated and/or conveyed, or is in the future conveyed, to the Martin County, the District, any utility provider, governmental or quasi-governmental entity, any applicable homeowner's or property owner's association or other governing entity or association as may be required by the Development and Contract Rights, in each case effective as of such transfer, conveyance and/or dedication, as applicable. Subject to the foregoing, the Development and Contract Rights shall include, but not be limited to, the following:

1. Any declaration of covenants of a homeowner's association governing the lands within the Development, as recorded in the Official Records of Martin County, Florida, and as the same may be supplemented, amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options of the "Landowner" or "Declarants" thereunder.

2. Engineering and construction plans and specifications for grading, traffic capacity analyses, roadways, site drainage, storm water drainage, signage, water distribution, wastewater collection, and other improvements to or affecting the lands within the Development.

3. Preliminary and final plats and/or site plans for the lands within the Development.

4. To the extent that they are owned or controlled by the Landowner, architectural plans and specifications for public buildings and other public improvements to the lands within the Development.

5. Permits, approvals, agreements, resolutions, variances, licenses, and franchises and applications therefor whether approved or in process pending before or granted by governmental authorities, or any of their respective agencies, for or affecting the development of the lands within the Development and construction of improvements thereon, as well as offsite to the extent that the offsite improvements are necessary or required to complete the development of the lands within the Development.

6. Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the development of the lands within the Development or the construction of improvements thereon, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.

7. Franchise or other agreements for the provision of water and wastewater service to the lands within the Development, and all hookup fees and utility deposits paid by the Landowner in connection therewith.

8. Permit fees, impact fees, deposits and other assessments and impositions paid by the Landowner to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to the Landowner from any governmental authority or utility provider, including credit for any dedication or contribution of lands by the Landowner in connection with the development of the lands within the Development or the construction of improvements thereon.

9. All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to the Landowner arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.

B. This Assignment is not intended to and shall not impair or interfere with the development of the lands within the Development, including, without limitation, any purchase and sale agreements with a homebuilder(s) relative to all or a portion of the lands within the Development (the “**Builder Contracts**”), are inchoate and shall only become an absolute assignment and assumption of the Development and Contract Rights upon failure of the Landowner to pay the Series 2025 Assessments levied against the lands within the Development owned by the Landowner, if such failure remains uncured after passage of any applicable cure period; provided, however, that such assignment shall only be absolute to the extent that this Assignment has not been terminated earlier pursuant to the terms hereof.

C. If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment of the Series 2025 Bonds in full; (ii) Development Completion; (iii) transfer of any Development and Contract Rights to Martin County, the State, the District, any utility provider, any other governmental or quasi-governmental entity, or any homeowners’ or property owner’s association but only to the extent of such transfer; or (iv) transfer of any portion of the lands within the Development that are developed and subject to a final plat to an unaffiliated homebuilder or end-user but only as to such portion transferred, from time to time (herein, the “**Term**”). At the Landowner’s request from time to time, District

and the Landowner will record a notice or other appropriate instrument in the Public Records of Martin County, Florida, confirming the end of the Term or the release of any property encumbered by this Assignment (and any other instrument encumbering the property of the Landowner), subject to the reasonable approval of the District and subject to conformance with the Engineer's Report and documents applicable thereto.

SECTION 3. THE LANDOWNER WARRANTIES. The Landowner represent and warrants to the District that, subject to the Builder Contracts now or hereafter executed by the Landowner pursuant to the terms of the Builder Contracts:

A. The Landowner has made no assignment of the Development and Contract Rights to any person other than the District.

B. To the actual knowledge of the Landowner, the Landowner have not done any act or omitted to do any act which will prevent the District from, or limit the District in, acting under any of the provisions hereof.

C. To the actual knowledge of the Landowner, there is no material default under the terms of the existing Contract Documents, subject to any notice and cure periods, and all such Contract Documents remain in full force and effect.

D. The Landowner is not prohibited under agreement with any other person or under any judgment or decree from the execution, delivery and performance of this Assignment.

E. No action has been brought or threatened which would in any way interfere with the right of the Landowner to execute this Assignment and perform all of its obligations herein contained.

F. Any transfer, conveyance or sale of the lands within the Development, shall subject any and all affiliated entities or successors-in-interest of the Landowner to this Assignment.

SECTION 4. THE LANDOWNER COVENANTS. The Landowner covenants with the District that during the Term (as defined above):

A. The Landowner will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of the Landowner relating to the Development and Contract Rights, including, but not limited to, any material changes in the Development and Contract Rights; and (ii) give notice to the District of any claim of material default relating to the Development and Contract Rights given to or by the Landowner, together with a complete copy of any such claim.

B. In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Landowner or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Landowner, the Landowner shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one-hundred and twenty (120) days.

SECTION 5. DISTRICT OBLIGATIONS. Nothing herein shall be construed as an obligation on the part of the District to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion and is authorized to do so under the Act. Nor shall any provision hereunder be construed to place any liability or obligation on the District for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

SECTION 6. EVENT(S) OF DEFAULT. Any breach of the Landowner's warranties contained in Section 3 hereof or breach of covenants contained in Section 4 hereof, or the failure to timely pay the Series 2025 Assessments levied and imposed upon Lands owned by the Landowner, shall, after the giving of notice and an opportunity to cure to the Landowner (which cure period shall not be less than sixty (60) days, and shall not be construed to extend any other cure periods provided hereunder, unless the District, in its sole discretion, agrees to a longer cure period) constitute an Event of Default (hereinafter referred to as an "**Event of Default**") under this Assignment.

SECTION 7. REMEDIES UPON EVENT(S) OF DEFAULT.

A. Upon an Event of Default, the District or the District's designee may, as the District's sole and exclusive remedies under this Assignment (and separate and apart from any Remedied Rights or other rights provided by law), take any or all of the following actions, at the District's option:

- i.** Perform any and all obligations of the Landowner relating to the Development and Contract Rights and exercise any and all rights of the Landowner therein as fully as the Landowner could;
- ii.** Initiate, appear in, or defend any action arising out of or affecting the Development and Contract Rights; and
- iii.** Sue for, or otherwise collect and receive, monies due under the Contract Documents, including those past due and unpaid, and apply the same against all costs and expenses of collection and then against all costs and expenses of operation of the lands within the Development or the performance of the Landowner's obligations under the Contract Documents. Neither entry upon and taking possession of the lands within the Development nor the collection of monies due under the Contract Documents shall in any way operate to cure or waive any default under any instrument given by the Landowner to the District, or prohibit the taking of any other action by District under any such instrument, or at law or in equity, to enforce payment of the obligations secured hereby or to realize on any other security.

B. To be effective upon the occurrence of an Event of Default, and after the Landowner's receipt of a demand notice from the District following an Event of Default, the Landowner will use reasonable, good faith efforts: (i) at the sole cost and expense of the Landowner, to enforce the performance and observance of each and every material covenant and condition of the Contract Documents to be performed or observed; and (ii) to appear in and defend

any action involving the Contract Documents or the obligations or liabilities of the Landowner or any guarantor thereunder. Also to be effective upon the occurrence of an Event of Default, and after the Landowner's receipt of a demand notice from the District following an Event of Default, the Landowner will neither modify the terms of the Contract Documents in any material respect (unless required so to do by the terms thereof or to comply with documents executed in connection with the issuance of the Series 2025 Bonds) nor waive or release any person from the performance of any obligation to be performed under the terms of the Contract Documents or from liability on account of any warranty given by such person, without the prior consent of the District, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, the Landowner will not at any time take any action (or omit to take any action) with respect to the Development and Contract Rights that materially and adversely affects the rights of the District and the holders of the Series 2025 Bonds.

SECTION 8. AUTHORIZATION. Upon the occurrence of and during the continuation of an Event of Default, the Landowner do hereby authorize and shall direct any party to any agreement relating to the Development and Contract Rights to tender performance thereunder to the District or its designee upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to the Landowner.

SECTION 9. SECURITY AGREEMENT. Subject to the terms of this Assignment, this Assignment shall be a security agreement between the Landowner, as the debtor, and the District, as the secured party, covering the Development and Contract Rights and Contract Documents that constitute personal property governed by the Florida Uniform Commercial Code, and the Landowner grant to the District a security interest in such Development and Contract Rights and Contract Documents. Notwithstanding the foregoing, the District shall not be entitled to exercise any right as a secured party, including, without limitation, the filing of any and all financing statements, until the occurrence of an Event of Default hereunder, subject to any applicable notice and cure period.

SECTION 10. AMENDMENTS. This Assignment shall constitute the entire agreement between the parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all parties, and with the prior written consent of the trustee for the Series 2025 Bonds (the "Trustee") and the holders owning a majority of the aggregate principal amount of the Series 2025 Bonds then outstanding for material modifications.

SECTION 11. SUCCESSORS; THIRD PARTY BENEFICIARIES. Except as provided below, this Assignment is solely for the benefit of the District and the Landowner 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 Assignment. Except as provided below, nothing in this Assignment expressed or implied is intended or shall be construed to confer upon a person or corporation other than the District and the Landowner any right, remedy, or claim under or by reason of this Assignment or any of the provisions or conditions of this Assignment; and all of the provisions, representations, covenants, and conditions contained in this Assignment shall inure to the sole benefit of and shall be binding upon the District and the Landowner and their respective representatives, successors, and assigns. Notwithstanding anything herein to the contrary, the Trustee, on behalf of the holders of the Series 2025 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Assignment

and shall, acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2025 Bonds then outstanding, be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 12. ENFORCEMENT. In the event that either party is required to enforce this Assignment by court proceedings or otherwise, then the parties agree that the substantially prevailing party shall be entitled to recover from the other 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.

SECTION 13. AUTHORIZATION. The execution of this Assignment has been duly authorized by the appropriate body or official of the District and the Landowner; both the District and the Landowner have complied with all the requirements of law with respect to the executories of this Assignment; and both the District and the Landowner have full power and authority to comply with the terms and provisions of this instrument.

SECTION 14. NOTICES. All notices, requests, consents and other communications under this Assignment ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight courier delivery service, to the parties, as follows:

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

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

B. If to the Landowner: Mattamy Palm Beach LLC
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: _____

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

SECTION 15. ARMS' LENGTH TRANSACTION. This Assignment has been negotiated fully between the District and the Landowner as an arm's length transaction. Both parties participated fully in the preparation of this Assignment and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Assignment, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Landowner.

SECTION 16. APPLICABLE LAW AND VENUE. This Assignment 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 17. PUBLIC RECORDS. The Landowner understand and agree that all documents of any kind provided to the District in connection with this Assignment may be public records and treated as such in accordance with Florida law.

SECTION 18. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Assignment shall not affect the validity or enforceability of the remaining portions of this Assignment, or any part of this Assignment not held to be invalid or unenforceable.

SECTION 19. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Assignment shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in section 768.28, *Florida Statutes*, or other statute, and nothing in this Assignment shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

SECTION 20. CONSTRUCTION. The descriptive headings in this Assignment are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Assignment.

SECTION 21. COUNTERPARTS. This Assignment may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 22. EFFECTIVE DATE. This Assignment shall be effective after the last date of execution by the parties hereto on the date reflected above.

[Signatures on Next Page]

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

WITNESSES:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

Printed name: _____

Chairman, Board of Supervisors

Address

City, State, Zip

Printed name: _____

Address

City, State, Zip

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me means of physical presence or online notarization this ____ day of ____ 2025, by _____, as Chairperson of the Board of Supervisors of the Newfield Community Development District, for and on behalf of the District who is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

WITNESSES:

MATTAMY PALM BEACH LLC,
a Delaware limited liability company

Printed Name: _____

By: _____
Name: _____
Its: _____

Address

City, State, Zip

Printed 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 _____ 2025, by _____, as _____ of Mattamy Palm Beach LLC, a Delaware limited liability company, for and on behalf of said entity, who is [] is personally known to me or [] produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

EXHIBIT A

Legal Description

**AGREEMENT BETWEEN THE NEWFIELD COMMUNITY DEVELOPMENT
DISTRICT AND MATTAMY PALM BEACH LLC REGARDING
THE COMPLETION OF CERTAIN IMPROVEMENTS
(2025 ASSESSMENT AREA)**

THIS AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of _____ 2025, by and between:

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, as amended, and located in Martin County, Florida, with a mailing address of 2501A Burns Rd., Palm Beach Gardens, Florida 33410 (the “**District**”); and

MATTAMY PALM BEACH LLC, a Delaware limited liability company and owner of lands within the boundaries of the District, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, its successors and assigns (the “**Developer**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as amended, (the “**Act**”) for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements, including but not limited to roadways, stormwater management improvements, water and sewer facilities, irrigation facilities, landscape, lighting, signage, furnishings and entry features, and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the Developer is the owner of certain of the lands within the District and the developer of all of the lands located within the boundaries of the District (the “**Development**”); and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities and services within the Development (the “**Improvements**”) as described in that certain *First Supplemental Engineer’s Report*, dated _____, 2025, a copy of which is attached hereto as **Exhibit A** and incorporated herein by reference (the “**Engineer’s Report**”); and

WHEREAS, the District has imposed special assessments on the property within the Development to secure financing for the construction and/or acquisition of a portion of the infrastructure improvements described in **Exhibit A**, and has validated up to \$325,600,000 in special assessment bonds to fund the planning, design, permitting, construction and/or acquisition

of improvements, including the Improvements; and

WHEREAS, the District intends to finance a portion of the Improvements through the use of proceeds from the sale of its \$ [REDACTED] aggregate principal amount of Newfield Community Development District Special Assessment Revenue Bonds, Series 2025 (2025 Assessment Area) (the “**Series 2025 Bonds**”); and

WHEREAS, in order to ensure that the Improvements are completed and funding is available in a timely manner to provide for their completion, the Developer and the District hereby agree that the District will be obligated to issue no more than \$ [REDACTED] in bonds to fund the Improvements and the Developer will make provision for any additional funds that may be needed in the future for the completion of the public and private infrastructure improvements necessary to serve the Development over and above that amount including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs.

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

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

SECTION 2. COMPLETION OF IMPROVEMENTS. The Developer and the District agree and acknowledge that the District’s Series 2025 Bonds will provide only a portion of the funds necessary to complete the Improvements. In the event that the cost of the Improvements is such that the construction funds available from the Series 2025 Bonds proceeds are insufficient to complete the Improvements, the Developer hereby agrees to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Improvements which remain unfunded (as well as any public and private infrastructure improvements necessary for the development of lands securing the Series 2025 Bonds) and also including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (the “**Remaining Improvements**”) whether pursuant to existing contracts, including change orders thereto, contracts assigned by the Developer to the District, or future contracts. Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The District and the Developer hereby acknowledge and agree that the District’s execution of this Agreement constitutes the manner and means by which any and all portions of the Remaining Improvements are to be funded and completed.

A. When all or any portion of the Remaining Improvements are the subject of a District contract, the Developer shall provide funds or cause funds to be provided directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto, upon written notice from the District.

B. When any portion of the Remaining Improvements is not the subject of a District contract, the Developer may choose to: (1) complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements; or (2) have the District enter into a contract and proceed under Section 2(a) above, subject, in each case, to a formal determination by the District’s Board of Supervisors that the option selected by the Developer will not adversely impact the District, and is in the District’s best interests.

SECTION 3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

A. The District and the Developer agree and acknowledge that the exact location, size, configuration and composition of the Improvements may change from that described in the Engineer’s Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the scope of the Improvements shall be made by a written amendment to the Engineer’s Report, which shall include an estimate of the cost of the changes, which amendment shall require the prior written consent of the trustee for the Series 2025 Bonds (the “Trustee”) acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2025 Bonds then outstanding.

B. The District and Developer agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer for the benefit of the District shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer’s Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government.

C. Notwithstanding anything to the contrary contained in this Agreement, the payment or performance by Developer of its completion obligations hereunder is expressly subject to, dependent and conditioned upon the following: (1) the issuance of \$ [REDACTED] par amount of Series 2025 Bonds and use of the proceeds thereof to fund a portion of the Improvements; and (2) the scope, configuration, size and/or composition of the Improvements not materially changing without the consent of the Developer. Such consent is not necessary and the Developer must meet its completion obligations when the scope, configuration, size and/or composition of the Improvements are materially changed in response to a requirement imposed by a regulatory agency.

SECTION 4. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Except as expressly set forth herein, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Except as expressly set forth herein, nothing contained in this Agreement shall limit or impair the District’s right to

protect its rights from interference by a third party to this Agreement.

SECTION 5. RECOVERY OF COSTS AND FEES. In the event any party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 6. AMENDMENTS. This Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all parties, and with the prior written consent of the Trustee and the holders owning a majority of the aggregate principal amount of the Series 2025 Bonds then outstanding for material modifications.

SECTION 7. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer, both the District and the Developer have complied with all the requirements of law, and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

SECTION 8. NOTICES. All notices, requests, consents and other communications under this Agreement ("**Notices**") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

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

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

B. If to Developer: Mattamy Palm Beach LLC
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: _____

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays,

Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

SECTION 9. ARM’S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. Both parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

SECTION 10. THIRD PARTY BENEFICIARIES. Except as provided below, this Agreement is solely for the benefit of the District and the Developer 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. Except as provided below, nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding anything herein to the contrary, the Trustee, on behalf of the holders of the Series 2025 Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall, acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2025 Bonds then outstanding, be entitled to cause the District to enforce the Developer’s obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 11. ASSIGNMENT. 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, and the Trustee and the holders owning a majority of the aggregate principal amount of the Series 2025 Bonds then outstanding.

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

SECTION 13. EFFECTIVE DATE. This Agreement shall be effective after execution by both the District and the Developer.

SECTION 14. PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.

SECTION 15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 16. SOVEREIGN IMMUNITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 17. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signatures on Next Page]

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

ATTEST:

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT

Secretary / Assistant Secretary

Chairman, Board of Supervisors

WITNESS:

MATTAMY PALM BEACH LLC, a Delaware limited liability company

Witness (Print Name)

By: _____
Name: _____
Its: _____

Exhibit A: *First Supplemental Engineer's Report*, dated _____, 2025

Exhibit A

First Supplemental Engineer's Report, dated _____, 2025

This instrument was prepared by and upon recording should be returned to:

Lindsay C. Whelan
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

(This space reserved for Clerk)

AGREEMENT REGARDING THE TRUE-UP AND PAYMENT OF SPECIAL ASSESSMENTS FOR SPECIAL ASSESSMENT REVENUE BONDS (2025 ASSESSMENT AREA)

THIS AGREEMENT (the “**Agreement**”) is made and entered into this ____ day of ____, 2025, by and between:

NEWFIELD COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, as amended, and located in the Martin County, Florida, with a mailing address of 2501A Burns Rd., Palm Beach Gardens, Florida 33410 (the “**District**”); and

MATTAMY PALM BEACH LLC, a Delaware limited liability company and owner of lands within the boundaries of the District, whose address is 4901 Vineland Road, Suite 450, Orlando, Florida 32811, its successors and assigns (the “**Landowner**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, as amended, (the “**Act**”) for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the Landowner is the owner of the portion of the lands within the boundaries of the District known as the “2025 Assessment Area” which will be developed by the Landowner, which lands are as more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference (the “**Development**”); and

WHEREAS, pursuant to the Act, the District 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, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of various infrastructure improvements, facilities, and services within the Development (the “**Improvements**”) as described in that certain **First Supplemental Engineer’s Report**, dated _____, 2025 (the “**Engineer’s Report**”); and

WHEREAS, the District intends to finance a portion of the Improvements through the issuance of its Newfield Community Development District Special Assessment Revenue Bonds, Series 2025 (2025 Assessment Area), in the aggregate principal amount of \$ [REDACTED] (the “Series 2025 Bonds”); and

WHEREAS, pursuant to Resolutions 2023-04, 2023-05, 2023-06, and 2025- [REDACTED] (the “Assessment Resolutions”), the District has imposed special assessments (the “Series 2025 Assessments”) on the lands within the Development to secure the repayment of the Series 2025 Bonds; and

WHEREAS, the Landowner agrees that all Lands, including the Landowner’s property, benefit from the timely design, construction, and/or acquisition of the Improvements; and

WHEREAS, the Landowner agrees that the Series 2025 Assessments have been validly imposed and constitute valid, legal and binding liens upon the lands within the Development upon which the Series 2025 Assessments are imposed; and

WHEREAS, to the extent permitted by law, the Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2025 Assessments on the lands within the Development; and

WHEREAS, the District’s *Master Special Assessment Methodology Report*, dated February 10, 2023, as supplemented by that certain final *First Supplemental Special Assessment Methodology Report, Series 2025 Bonds*, dated [REDACTED], 2025 (collectively, the “Assessment Report”), provides that as the lands within the Development are platted, the allocation of the amounts assessed to and constituting a lien upon the lands within the Development would be calculated based upon certain density assumptions relating to the number of each type of residential unit to be constructed on the developable acres within the lands within the Development, which assumptions were provided by the Landowner; and

WHEREAS, the Landowner intends that the lands within the Development will be developed based on then-existing market conditions, and the actual densities developed may be greater or lesser than the densities assumed in the District’s Assessment Report; and

WHEREAS, the Assessment Report anticipates a mechanism by which the Landowner shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of certain plats for a parcel or tract, as described in the District’s Assessment Report (which payments shall collectively be referred to as the “True-Up Payment”); and

WHEREAS, the Landowner and the District desire to enter into an agreement to confirm the Landowner’s intention and obligation to make the True-Up Payment, if required, relative to the Series 2025 Assessments, subject to the terms and conditions contained herein.

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

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

SECTION 2. VALIDITY OF ASSESSMENTS. The Assessment Resolutions have been duly adopted by the District. The Series 2025 Assessments imposed as a lien by the District are legal, valid and binding liens on the land against which assessed until paid, coequal with the lien of all state, county, city, district, and municipal taxes, and superior in dignity to all other non-federal liens, titles, and claims. The Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2025 Assessments.

SECTION 3. COVENANT TO PAY. The Landowner agrees and covenants to timely pay all such Series 2025 Assessments levied and imposed by the District pursuant to the Assessment Resolutions on assessable property owned by the Landowner, whether the Series 2025 Assessments are collected by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, by the District, or by any other method allowable by law. The Landowner further agrees that to the extent the Landowner fails to timely pay all Series 2025 Assessments collected directly by the District, said unpaid Series 2025 Assessments (including True-Up Payments) may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION.

A. Assumptions as to Series 2025 Assessments. As of the date of the execution of this Agreement, the Landowner has informed the District that it plans to provide for the development of a sufficient number of residential units to absorb the [REDACTED] Equivalent Residential Units (“ERUs”) as contemplated by the Assessment Report (hereinafter, collectively referred to as the “Units”) over the approximately [REDACTED] developable assessable acres comprising the lands within the Development.

B. Process for Reallocation of Assessments. The Series 2025 Assessments will initially be imposed on an ERU basis on the [REDACTED] platted lots within the lands within the Development and the remaining undeveloped acreage within the Development. At such time as the lands within the Development are to be subject to a plat or replat, the Landowner covenants that such document(s) shall be presented to the District and the District shall allocate the Series 2025 Assessments to those units that are to be subject to the plat or replat and the remaining acreage in accordance with the District’s Assessment Report and shall cause such reallocation to be recorded in the District’s Improvement Lien Book.

i. It is an express condition of the lien established by the Assessment Resolutions that at the time of recording of any and all plats or replats containing any portion of the lands within the Development, as the boundaries may be amended from time to time, that such document(s) shall be presented to the District for review and allocation of the Series 2025 Assessments to the Units to be subject to plats or replat, and the remaining property in accordance with the District’s Assessment Report (hereinafter referred to as the “Reallocation”). The Landowner covenants to comply, or cause others to comply, with this requirement for the Reallocation. The parties agree that no further action by the Board of Supervisors shall be required. The District’s review of the plats or replat shall be limited

solely to the Reallocation of the Series 2025 Assessments and enforcement of the District's assessment lien. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District.

ii. Each time that a plat or replat is presented to the District (each such date being a "True-Up Date"), the District shall determine if the debt per acre remaining on the unplatted developable land is greater than the debt per acre at the time of imposition of the Series 2025 Assessments and if it is, or that the remaining unplatted developable land is not entitled to support the remaining unassigned debt, a True-Up Payment in the amount of such excess shall become due and payable by the Landowner that tax year, in addition to the regular Series 2025 Assessments installment payable for lands owned by the Landowner. The District will ensure collection of such amounts in a timely manner in order to meet its debt service obligations, and in all cases, the Landowner agrees that such payments shall be made in order to ensure the District's timely payments of the debt service obligations on the Series 2025 Bonds. If such True-Up Payment is made at least forty-five (45) days prior to an interest payment date on the Series 2025 Bonds, the Landowner shall include accrued interest as part of the True-Up Payment to such interest payment date. If such True-Up Payment becomes due within forty-five (45) days of the next interest payment date, accrued interest shall be calculated to the next succeeding interest payment date.

iii. The foregoing is based on the District's understanding with the Landowner that it will provide for the development of a total of sufficient residential units to absorb the ERUs within the lands within the Development as identified in the Assessment Report. However, the District agrees that nothing herein prohibits more or less than the currently planned ERUs from being developed. In no event shall the District collect Series 2025 Assessments pursuant to the Assessment Resolutions in excess of the total debt service related to the Improvements, including all costs of financing and interest; provided, however, that the District may collect Series 2025 Assessments in excess of the annual debt service related to the Improvements, including all costs of financing and interest, which shall be applied to prepay the Series 2025 Bonds. If the strict application of the True-Up methodology to any reallocation pursuant to this paragraph would result in Series 2025 Assessments collected in excess of the District's total debt service obligation for the Improvements, the District agrees to take appropriate action by resolution to equitably reallocate the Series 2025 Assessments.

iv. The Landowner acknowledges and agrees that a True-Up Payment shall be required if any portion of the lands within the Development upon which the Series 2025 Assessments are allocated is transferred to a government entity, which entity has not consented to the assumption of the Series 2025 Assessments. Notwithstanding anything to the contrary, the Landowner shall not be required to make True-Up Payments for any portion of the lands within the Development that have been conveyed to the District by the Landowner by any foreclosure or deed in lieu thereof.

SECTION 5. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of the Landowner's obligation to pay and to abide by the requirements of the Series 2025 Assessments, including the making of the True-Up Payment, as set forth in the Assessment

Resolutions. A default by any party under this Agreement shall entitle any other party to all remedies available at law or in equity, excluding special, consequential and punitive damages.

SECTION 6. ENFORCEMENT. In the event any party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees, paralegal fees and expert witness fees, and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 7. NOTICE. All notices, requests, consents and other communications hereunder (“Notices”) shall be in writing and shall be mailed by First Class Mail, postage prepaid, delivered by overnight delivery service, or telecopied or hand delivered to the parties, as follows:

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

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

B. If to the Landowner: Mattamy Palm Beach LLC
4901 Vineland Road, Suite 450
Orlando, Florida 32811
Attn: _____

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

SECTION 8. ASSIGNMENT.

A. The Landowner may not assign its True-Up obligations under this Agreement except in accordance with the terms of Section 8(B) below. This Agreement shall constitute a covenant running with title to the lands within the Development, binding upon the Landowner and

its successors and assigns as to the lands within the Development or portions thereof, and any transferee of any portion of the lands within the Development except as noted below.

B. The Landowner shall not transfer any portion of the lands within the Development to any third party without satisfying any True-Up Payment that results from a True-Up analysis that will be performed by the District Manager as a condition to such transfer (the “**Transfer Condition**”). A third party acquiring any portion of the lands within the Development shall automatically be bound by this Agreement and assume the Landowner’s True-Up obligation under this Agreement with respect to such lands. Such a transferee shall be deemed the “Landowner” from and after such transfer for all purposes as to such portion of the lands within the Development so transferred. Any transfer that is consummated pursuant to this Section 8(B) shall operate as a release of the Landowner from its obligations under this Agreement as to such portion of the lands within the Development transferred and only arising from and after the date of such transfer and payment of any True-Up Payment due pursuant to the Transfer Condition. Nothing herein shall apply to transfers of Lands exempt from assessments to Martin County, the District, a municipality, other governmental agencies or a homeowner association created to serve any portion of the project. Furthermore, notwithstanding anything herein to the contrary, residential platted units sold to end users shall be automatically released from any and all true up obligations under this Agreement.

SECTION 9. AMENDMENT. This Agreement shall constitute the entire agreement between the parties regarding the subject matter hereof and may be modified in writing only by the mutual agreement of all parties, and with the prior written consent of the trustee for the Series 2025 Bonds (the “**Trustee**”), acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2025 Bonds then outstanding for material modifications.

SECTION 10. TERMINATION. This Agreement shall continue in effect until the earlier of: (1) the entirety of the lands within the Development being developed and subject to a final plat and the District’s receipt of payment of any associated True-Up Payments; or (2) the payment in full of all outstanding Series 2025 Bonds.

SECTION 11. NEGOTIATION AT ARM’S LENGTH. This Agreement has been negotiated fully between the parties as an arms’ length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 12. BENEFICIARIES. Except as provided below, 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. Except as provided below, 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. Notwithstanding the foregoing, the Trustee, on behalf of the holders of the Series 2025

Bonds, shall be a direct third-party beneficiary of the terms and conditions of this Agreement and shall, acting at the direction of the holders owning a majority of the aggregate principal amount of the Series 2025 Bonds then outstanding, be entitled to cause the District to enforce the Landowner's obligations hereunder. The Trustee has not assumed any obligations hereunder.

SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 14. APPLICABLE LAW; VENUE. This Agreement shall be governed by the laws of the State of Florida. Venue shall be in Martin County, Florida.

SECTION 15. PUBLIC RECORDS. The Landowner understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

SECTION 16. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 17. EFFECTIVE DATE. This Agreement shall become effective after execution by the parties hereto on the date reflected above.

[Signatures on Next Page]

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

WITNESSES:

**NEWFIELD COMMUNITY
DEVELOPMENT DISTRICT**

Printed name: _____

Chairman, Board of Supervisors

Address

City, State, Zip

Printed name: _____

Address

City, State, Zip

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me means of physical presence or online notarization this ____ day of ____ 2025, by _____, as Chairperson of the Board of Supervisors of the Newfield Community Development District, for and on behalf of the District who is personally known to me or [] produced _____ as identification.

NOTARY STAMP:

Signature of Notary Public

Printed Name of Notary Public

WITNESSES:

MATTAMY PALM BEACH LLC,
a Delaware limited liability company

Printed Name: _____

By: _____
Name: _____
Its: _____

Address

City, State, Zip

Printed 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 _____ 2025, by _____, as _____ of Mattamy Palm Beach LLC, a Delaware limited liability company, for and on behalf of said entity, who is [] is personally known to me or [] produced _____ as identification.

Print Name: _____
Notary Public, State of Florida

Exhibit A

Legal Description