



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

PUBLIC HEARING AGENDA
ADMINISTRATIVE BUILDING AND EOC
359 HIATT DRIVE
PALM BEACH GARDENS, FLORIDA
January 27, 2021
8:00 a.m.

- 1) Roll Call
- 2) Establish a Quorum
- 3) Additions or Deletions to the Agenda
- 4) Unit No. 53– Arden
 - a) Consider Adoption of the First Amendment to Plan of Improvements and First Amendment to Report of Engineer
 - i) Receive Comments from the Public on the First Amendment to Plan of Improvements and First Amendment to Report of Engineer
 - ii) Receive Comments from the Board on the First Amendment to Plan of Improvements and First Amendment to Report of Engineer
- 5) Receive and File
- 6) Adjourn

The Palm Beach Post

Palm Beach Daily News | LOCALiQ

PROOF OF PUBLICATION STATE OF FLORIDA


PUBLIC NOTICE

Before the undersigned authority, personally appeared Teal Pontarelli, who on oath, says that he/she is a Legal Advertising Representative of The Palm Beach Post, a daily and Sunday newspaper, published in West Palm Beach and distributed in Palm Beach County, Martin County, and St. Lucie County, Florida; that the attached copy of advertising for a P-Main Legal ROP was published in said newspaper on: first date of Publication 12/23/2020 and last date of Publication 12/30/2020. Affiant further says that the said The Palm Beach Post is a newspaper published in West Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

CALDWELL PACETTI EDWARDS ET AL
1555 PALM BEACH LAKES BLVD
STE 1200
WEST PALM BEACH, FL 33401-2326


Invoice/Order Number:	0000613443
Ad Cost:	\$1,680.00
Paid:	\$0.00
Balance Due:	\$1,680.00

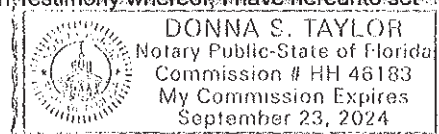
Signed


(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 30th day of December, 2020 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed


(Notary)



Please see Ad on following page(s).

21, 2020
President, Board of Supervisors
Northern Palm Beach County
Improvement District
11-21, 11-28, 12-5/2020
00056647-01



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

REGULAR MEETING AGENDA
ADMINISTRATIVE BUILDING AND EOC
359 HIATT DRIVE
PALM BEACH GARDENS, FLORIDA
January 27, 2021
8:00 a.m.

- 1) Roll Call
- 2) Establish a Quorum
- 3) Additions or Deletions to the Agenda
- 4) Approval of Minutes - December 16, 2020 Public Hearing and Regular Meeting
- 5) Comments from the Public for Items not on the Agenda
- 6) **Consent Agenda (Ask for Public Comment before approving Consent Agenda)**
 - a) Unit No. 2 – Frenchman’s Creek
 - i) Consider Ratification of Encumbrance Modification to Crocs LLC
 - ii) Consider Ratification of Encumbrance Modification to Ferreira Construction Company
 - b) Payment Requests
- 7) **Regular Agenda**
 - a) Unit No. 2C – Alton
 - i) Status Report
 - ii) Consider Funding Agreement No. 16
Ask for Public Comment
 - iii) Consider Purchase Orders to Caulfield and Wheeler (2)
Ask for Public Comment
 - iv) Consider Award of Contract to J.W. Cheatham, LLC
Ask for Public Comment
 - b) Unit No. 5A – Vista Center of Palm Beach
Consider Second Amendment to Exchange Agreement
Ask for Public Comment
 - c) Unit No. 11 – PGA National
Discuss Request from The Island Property Owners Association, Inc.

- d) Unit No. 15 – Villages of Palm Beach Lakes
Consider Resolution Approving Second Amendment to Plan of Improvements (2021-01)
Ask for Public Comment

- e) Unit No. 16 – Palm Beach Park of Commerce
 - i) Consider Exchange Agreement
Ask for Public Comment
 - ii) Consider Acceptance of Drainage Easements (2)
Ask for Public Comment

- f) Unit No. 53 - Arden
 - i) Status Report
 - ii) Consider Resolution Adopting First Amendment to the Plan of Improvements and First Amendment to the Report of Engineer (2021-02)
Ask for Public Comment
 - iii) Consider Resolution Amending Tax Resolution No. 2015-21 (2021-03)
Ask for Public Comment
 - iv) Consider First Amendment to Plat Designation Agreement
Ask for Public Comment
 - v) Consider Purchase Order to Michael B. Schorah & Associates, Inc.
Ask for Public Comment

8) Miscellaneous Reports:

- a) Engineer
- b) Attorney
- c) Executive Director - Public & Community Relations Report

9) Receive and File

10) Comments from the Board

11) Adjourn

Please note the following upcoming meetings:

February 24, 2021 – 8:00 a.m.- Regular Meeting

March 24, 2021 – 8:00 a.m.- Regular Meeting

**MINUTES OF A PUBLIC HEARING
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT 12/16/20**

Pursuant to the foregoing Notice, the Board of Supervisors of Northern Palm Beach County Improvement District met at approximately 8:00 a.m. on December 16, 2020 in the Administrative Building and Emergency Operations Center, 359 Hiatt Drive, Palm Beach Gardens, Florida.

1) ROLL CALL

There were present Board President Matthew J. Boykin and Supervisors L. Marc Cohn, Gregory Block, and Ellen T. Baker; Executive Director O'Neal Bardin, Jr.; District Engineer Robert W. Lawson of Arcadis and General Counsel Kenneth W. Edwards of Caldwell Pacetti, et al.

Also present were Deputy Director Dan Beatty; Finance Director Katie Roundtree; District Clerk Susan Scheff; Scott Morton of Kolter Homes (Unit 2C); and Andrew Smith, Stan Brown and Dan McCormick of Freehold Communities (Unit 53).

Supervisor Adrian M. Salee participated via conference call. Director of Operations Ken Roundtree and Programs Administrator Jared Kneiss also attended via conference call.

2) ESTABLISHMENT OF A QUORUM

Mr. Boykin announced that a quorum was present and that it was in order to consider any business to properly come before the Board.

3) ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Bardin reported that that no additions or deletions to the Agenda were necessary.

4) UNIT OF DEVELOPMENT NO. 53 – ARDEN

a) Consider the Proposed First Amendment to the Plan of Improvements

i) Receive Comments from the Public on the Proposed First Amendment to the Plan of Improvements

Mr. Boykin called for public comment regarding the Proposed First Amendment to the Plan of Improvements, to which there was no response.

Mr. Edwards informed the Board that no written objections had been received from the public with regard to this matter.

ii) Receive Comments from the Board on the Proposed First Amendment to the Plan of Improvements

Mr. Boykin called for Board comments regarding the Proposed First Amendment to the Plan of Improvements, to which there was no response.

5) RECEIVE AND FILE

Mr. Bardin presented the following item to be received and filed:

- Legal Advertisement and Notice pertaining to today’s December 16, 2020 Public Hearing.

6) ADJOURN

There being no further Public Hearing items to come before the Board on this matter, the Public Hearing was adjourned.

President

Assistant Secretary

**MINUTES OF A BOARD OF SUPERVISORS MEETING
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT 12/16/20**

Pursuant to the foregoing Notice, the Board of Supervisors of Northern Palm Beach County Improvement District met at approximately 8:02 a.m. on December 16, 2020, in the Administrative Building and Emergency Operations Center, 359 Hiatt Drive, Palm Beach Gardens, Florida.

1) ROLL CALL

There were present Board President Matthew J. Boykin and Supervisors L. Marc Cohn, Gregory Block, and Ellen T. Baker; Executive Director O'Neal Bardin, Jr.; District Engineer Robert W. Lawson of Arcadis and General Counsel Kenneth W. Edwards of Caldwell Pacetti, et al.

Also present were Deputy Director Dan Beatty; Finance Director Katie Roundtree; District Clerk Susan Scheff; Scott Morton of Kolter Homes (Unit 2C); and Andrew Smith, Stan Brown and Dan McCormick of Freehold Communities (Unit 53).

Supervisor Adrian M. Salee participated via conference call. Director of Operations Ken Roundtree and Programs Administrator Jared Kneiss also attended via conference call.

2) ESTABLISHMENT OF A QUORUM

Mr. Boykin announced that there was a quorum and that it was in order to consider any business to properly come before the Board.

3) ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

4) APPROVAL OF MINUTES

A **motion** was made by Mr. Cohn, seconded by Mr. Block and unanimously passed approving the Minutes of the October 28, 2020 Technology Committee Meeting.

A **motion** was made by Mr. Salee, seconded by Mr. Block and unanimously passed approving the Minutes of the November 18, 2020 Annual Landowners Meeting.

A **motion** was made by Mr. Cohn, seconded by Mr. Block and unanimously passed approving the Minutes of the November 18, 2020 Regular Meeting.

5) COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

Mr. Boykin called for any comments from the public for items not on the Agenda to which there was no response.

6) CONSENT AGENDA

Mr. Boykin called for any comments from the public on the Consent Agenda to which there was no response.

A **motion** was made by Mr. Salee, seconded by Ms. Baker and unanimously passed approving the following Consent Agenda Items:

- a) Unit No. 2C – Alton
Consider Change Order to All-Site Construction (CO No. 7)
- b) Payment Requests

copies of which are contained in applicable Northern files.

7) REGULAR AGENDA

a) UNIT OF DEVELOPMENT NO. 2C – ALTON

i) Status Report

Mr. Beatty stated that this month Scott Morton from Kolter Homes will be giving a presentation on the project status from the development perspective.

Mr. Morton addressed the Board stating that he is Senior Vice President of Kolter Homes. He began his PowerPoint presentation by showing a copy of the Master Plan. He gave a brief history of the project explaining that Kolter acquired the property at the end of 2013. The first Funding Agreement and the first set

of contracts with Northern were entered into on or about May of 2014. He then reported that a pre-bid meeting on Neighborhood 2, the last remaining neighborhood to be constructed, was held at Northern yesterday.

Mr. Morton stated that a lot has been accomplished in seven years and noted that the Board should be extremely pleased with Northern Staff, acknowledging all the work that has been completed with very few setbacks along the way. He briefly reviewed the residential and commercial statistics and then reviewed how the remaining Unit No. 2C bond funds will be spent. Mr. Morton showed some photos of the project to accompany his report.

Mr. Block asked about what appeared to be preserve area, and Mr. Morton advised that it is a preserve area and provided some additional information about the establishment of the area and the water flow process.

He continued with the presentation showing photos of some of the phases within Artistry.

Mr. Boykin asked how home sales have been. Mr. Morton advised that sales on the east side of I-95 have been doing very well, averaging 12 to 15 per month. He stated that the sales on the west side have been somewhere between 2 to 4 per month, explaining that they have been researching adding a different range of square footage for some of the future homes in this area.

Mr. Morton then showed photos of the recently completed preserve on the Artistry side, explaining that it wraps around the entire site. There were some photos of additional phases of the project. He ended the presentation with photos of the public park, noting how often it is used and explaining some of the different facets of the park.

Mr. Morton concluded his presentation by thanking the Board and Northern Staff for their involvement and contributions to the success of this project.

Mr. Block thanked Mr. Morton for his presentation, adding that he recently biked through the park and can confirm how actively it is being used. He asked if Mr. Morton knew what portion of sales were in-state vs. out of state, and Mr. Morton advised that it was about 50/50. He stated that many of the out of state

purchasers have been buying the homes online sight unseen.

Mr. Bardin inquired if the change in the square footage and floor plans for the homes in Artistry are for bigger or smaller homes. Mr. Morton stated that it is a bit in-between and some changes are being made in floor plan functionality to make them more user friendly.

This item was presented for information only and no Board action was required.

ii) Consider Non-Interference Agreement

Mr. Beatty explained that this item is associated with the Parcel D improvements that Mr. Morton mentioned earlier. He stated that the Board has issued several of these agreements throughout the construction of this project when Northern is doing work alongside the developer. He explained that it establishes the ground rules to avoid conflicts between contractors.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Mr. Cohn, seconded by Mr. Block and unanimously passed approving the Non-Interference Agreement, as presented.

iii) Consider Consent to Modification of Public Access Easement

Mr. Beatty stated that Northern received a request from the developers of the Home Depot site at Alton. He explained that, as a result of proposed site plan modifications, a previously platted public easement needs to be relocated. He displayed photos of the existing easement location and the proposed easement location. He reported that the change does not affect any of Northern's facilities, and Staff recommends Board approval of the Consent to modify the easement.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Mr. Cohn, seconded by Mr. Salee and unanimously passed approving the Consent to Modification of Public Access Easement.

b) UNIT OF DEVELOPMENT NO. 53 – ARDEN

i) Status Report

Mr. Beatty stated that this status report was also going to be different than usual. He explained that Northern has recently completed a portion of the public Linear Park project and one of Northern's drone pilots, Tim Helms, took a short video of the project traveling from the north end to the south end of the Linear Park on his Segway. Mr. Beatty reviewed some of the plantings along the park path which runs about 1¾ miles. He stated that the Property Owners Association will be in charge of maintaining the park.

Mr. Boykin asked if the park runs all the way around the project and Mr. Bardin explained that it is currently only on the west side. Mr. Lawson stated that it is proposed to run along the west side and the north side of the project.

Ms. Baker noted that she walked the path recently and stated that it is beautiful.

As the video continued, Mr. Beatty pointed out some of the kiosks/rest areas along the way, adding that Staff is very pleased with how the park has turned out.

Mr. Beatty explained that the park path is open to the public.

There was a question about whether the adjacent neighborhood was gated, and Andrew Smith of Freehold Communities explained that it is a gated neighborhood, but the park is outside the gate and can be accessed from a public parking lot. Mr. Smith noted that the neighborhood gates should be locked, and there is clear separation between the private property and the park.

There was some further discussion regarding current and future public access to the park, drainage, and the upcoming Phase 3 of the development.

This item was presented for information only and no Board action was required.

ii) Consider Resolution on the Proposed First Amendment to the Plan of Improvements (2020-12)

Mr. Edwards explained that this Resolution is in accordance with the plan amendment process set forth in Chapter 298. He stated that the adoption of this Resolution is the second step of this process and authorizes the District Engineer to proceed with preparing and filing a First Amendment to the Report of Engineer. He further stated that the next step will be another Public Hearing and Board Meeting in January which will finalize the adoption of both the First Amendment to the Plan of Improvements and the First Amendment to the Report of Engineer.

Mr. Boykin called for any comments from the public to which there was no response.

A **motion** was made by Mr. Cohn, seconded by Mr. Salee and unanimously passed approving Resolution No. 2020-12 on the Proposed First Amendment to the Plan of Improvements, as presented.

8) MISCELLANEOUS REPORTS

a) ENGINEER

Mr. Lawson had nothing to report.

b) ATTORNEY

Mr. Edwards stated that he was asked to report on two items. He reported that the first item involves Unit No. 11, PGA National, explaining that a landowner had an incident on one of the sidewalks and her attorney has provided a Notice of Potential Litigation, as required by Florida Statutes. He further explained that this matter has been turned over to Northern's liability carrier who will be representing Northern if litigation should commence.

Mr. Edwards stated that the second matter has to do with Unit No. 16, Palm Beach Park of Commerce, which is adjacent to Unit No. 10, Caloosa and separated by a canal. He explained that approximately 20 years ago, litigation ensued because some of the Caloosa residents were unhappy with traffic and construction noise taking place in the Park of Commerce. He stated that a mediation proceeding

took place and a Settlement Agreement was finalized between all of the parties. Mr. Edwards further stated that the Settlement Agreement required certain duties on behalf of Northern and explained that, as time passed, there was some uncertainty as to the process required. He also explained that, irrespective of that issue and due to projects currently taking place within the Park of Commerce, the residents of Caloosa have been bothered by increased traffic, so the Settlement Agreement has been raised.

Mr. Edwards reported that one of the residents has engaged legal counsel who submitted a public records request to Northern. The documentation has been assembled and Staff is waiting for him to respond to how he wants to view the documentation. He stated that the attorney, Mr. Vitunac, also indicated that he may file a Motion to Compel regarding Northern's compliance to the Settlement Agreement in the future. Mr. Edwards explained that Mr. Vitunac's statement as to possibly filing a Motion to Compel has also been submitted to Northern's liability carrier.

Mr. Block asked about what Northern's exposure might be if Mr. Vitunac decides to pursue this issue. Mr. Edwards stated that Northern has already indicated that it intends to comply with the Settlement Agreement's notification requirements.

Mr. Edwards explained that the resident who brought the former lawsuit understands what is occurring and is looking for more information to ensure that nothing is going into the canal that might adversely affect their well pumps. They are also not pleased with the traffic and would like a visual buffer from the Park of Commerce.

Mr. Bardin explained that there are other parties involved that could be required to financially participate in a solution. He briefly explained that the developer who was subject to the Settlement Agreement is not the current developer of the Park. Mr. Edwards added that there are many other parties involved in this issue.

c) EXECUTIVE DIRECTOR

Mr. Bardin stated that the Public and Community Relations Report is included in the Board materials for review.

9) RECEIVE AND FILE

The following items were presented to be received and filed:

- Assessment Collection Status as of December 16, 2020;
- Northern Monthly Financial Reports; and
- Proof of Publication of Meeting Notice

copies of which are contained in Northern’s records.

10) COMMENTS FROM THE BOARD

Mr. Boykin wished everyone a happy holiday.

Ms. Baker thanked Ms. Roundtree for the Northern Notes article on coyotes and stated that she shared it with her students.

11) ADJOURN

There being no further business to come before the Board, the meeting was adjourned.

President

Assistant Secretary



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EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Adrian M. Salee
Ellen T. Baker

DATE: January 27, 2021

FROM: Katie Roundtree, Finance Director

THROUGH: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 2 – Frenchman's Creek
Consider Ratification of Encumbrance Modification No. 1 to Crocs LLC
Shady Lakes Emergency Sinkhole Repair - Purchase Order No. 21-112

Background

In November 2020, a sinkhole between two houses in the Shady Lakes development was discovered. Northern Staff engaged a consultant to record video of the conditions within the pipe underneath the sinkhole to determine if the pipe caused the sinkhole, and they found the pipe was causing the sinkhole. Crocs LLC was engaged to remove the silt that settled in the pipe and repair the pipe by slip lining. The amount of Purchase Order No. 21-112 was \$24,314.00.

During the project, the manhole used to access the pipe was found to be sealed shut. An additional \$5,215.73 was required for additional man hours needed to chip out the manhole to gain access. The original purchase order did not need Board approval. However, the change order amount added to the purchase order exceeded the threshold for Board approval. This repair was needed immediately, so management approved the purchase order at the time and now requests Board ratification.

Fiscal Impact

This was an emergency repair and required immediate work. Sufficient reserves are available to fund this expense.

Recommendation

Northern Staff recommends ratification of Encumbrance Modification No. 1 to Purchase Order No. 21-112 in the amount of \$5,215.73 to Crocs LLC.



Encumbrance Modification

<p>Vendor :2054</p> <p>Crocs, LLC 13529 Barberry Drive Wellington, FL 33414 Phone - / Fax -</p>	<p><u>Comments</u></p> <p>Please use reserves to fund this repair. KRR</p>
<p>Document Information</p> <p>Document Date 12/11/2020 Required Date 12/11/2020 Prepared By Greg Sale Workflow ID 02 Status Transmit to MIP Documents Description Encumbrance Modification for 21-112</p>	

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	0201	54613	change order 1	5,215.73	5,215.73

Approved

Total : \$5,215.73

Approval Information

KATHLEEN E. ROUN	Finance Director	12/11/2020 3:11 PM
LAURA L. HAM	Budget Manager	12/11/2020 10:36 AM
CLIFFORD D. BEAT	Deputy Director	12/11/2020 10:27 AM
KENNITH R. ROUN	Department Manager	12/11/2020 9:49 AM
Greg Sale	Requester	12/11/2020 7:38 AM

This Purchase Order Authorizes the purchase of the items or services in the quantities and the amounts specified above by the purchaser identified above on the presentation of proper identification at time of purchase. The Purchase Order number must appear on billing invoices and packages and billing of the purchase must be submitted to the address shown above. NPBCID is exempt from payment of State sales tax under Exemption 85-8012560376C-1 Exp. 5-31-23. Annual Contracts-Work shall be completed in accordance with existing Agreement between Northern and Vendor listed herein. Payment shall be in accordance with said agreement, attached scope and budget. Payment for work shall not exceed the herein authorized fee without an approved written change to this Purchase Order.



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EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Adrian M. Salee
Ellen T. Baker

DATE: January 27, 2021

FROM: Katie Roundtree, Finance Director

THROUGH: O’Neal Bardin Jr., Executive Director

RE: Unit of Development No. 2 – Frenchman’s Creek
Consider Ratification of Encumbrance Modification No. 1
to Ferreira Construction Company
Shady Lakes Emergency Sinkhole Repair - Purchase Order No. 21-113

Background

In November 2020, a sinkhole between two houses in the Shady Lakes development was discovered. Northern Staff hired a consultant to record video of the conditions within the pipe underneath the sinkhole to determine the condition of the pipe and whether it caused the sinkhole. There were deficiencies in the pipe causing soil to fall into the pipe and creating a sinkhole above. One contractor (Crocs) was engaged to repair the pipe and another, Ferreira Construction Company assisted by removing the manhole, backfilling and restoring the site to the original conditions. The original amount of Purchase Order No. 21-113 issued to Ferreira Construction was \$4,100.00.

During the project, the manhole used to access the pipe was found to be sealed shut. An additional \$1,650.00 was requested to account for additional man hours needed to chip out the manhole to gain access. While the original purchase order did not require Board approval, the additional amount requested in the change order caused the amount to go over the 10% threshold for Board approval. Since this work was needed immediately, management approved the purchase order at the time and are requesting Board ratification.

Fiscal Impact

This was an emergency repair and required immediate work. Sufficient reserves are available to fund this expense.

Recommendation

Northern Staff recommend ratification of Encumbrance Modification No. 1 to Purchase Order No. 21-113 in the amount of \$1,650.00 to Ferreira Construction Company.



Encumbrance Modification

<p>Vendor :627</p> <p>Ferreira Construction Company</p> <p>Attn: Accounts Payable 13000 SE Flora Avenue Hobe Sound, FL 33455 Phone - / Fax -</p>	<p><u>Comments</u></p> <p>Please use reserves to fund- KRR</p>
<p>Document Information</p> <p>Document Date 12/11/2020 Required Date 12/11/2020 Prepared By Greg Sale Workflow ID 02 Status Transmit to MIP Documents Description Encumbrance Modification for 21-113</p>	

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	0201	54613	change order #1	1,650.00	1,650.00

Approved

Total : \$1,650.00

Approval Information

KATHLEEN E. ROUN	Finance Director	12/11/2020 3:10 PM
LAURA L. HAM	Budget Manager	12/11/2020 10:40 AM
CLIFFORD D. BEAT	Deputy Director	12/11/2020 10:27 AM
KENNITH R. ROUN	Department Manager	12/11/2020 9:48 AM
Greg Sale	Requester	12/11/2020 7:25 AM

This Purchase Order Authorizes the purchase of the items or services in the quantities and the amounts specified above by the purchaser identified above on the presentation of proper identification at time of purchase. The Purchase Order number must appear on billing invoices and packages and billing of the purchase must be submitted to the address shown above. NPBCID is exempt from payment of State sales tax under Exemption 85-8012560376C-1 Exp. 5-31-23. Annual Contracts-Work shall be completed in accordance with existing Agreement between Northern and Vendor listed herein. Payment shall be in accordance with said agreement, attached scope and budget. Payment for work shall not exceed the herein authorized fee without an approved written change to this Purchase Order.

**RECOMMENDED DISBURSEMENTS FOR
JANUARY 27, 2021 BOARD MEETING**

	BOND/COI**	EIPC*	NOTE PROCEEDS	LANDOWNER FUNDS	TOTALS
Unit No. 2 - Shady Lakes		29,529.73			29,529.73
Unit No. 2C - Alton	50,248.38			-	50,248.38
Unit No. 11 - PGA National		58,076.50			58,076.50
Unit No. 18 - Ibis Golf & CC		9,243.75			9,243.75
Unit No. 31 - BallenIsles		3,952.00			3,952.00
Unit No. 53 - Arden	11,189.55				11,189.55
	61,437.93	100,801.98	-	-	162,239.91

* Equity in Pooled Cash

**Cost of Issuance

**UNIT OF DEVELOPMENT NO. 2
DISBURSEMENT NO. 6
JANUARY 27, 2021**

	<u>EIPC</u>	<u>TOTAL</u>
CONSTRUCTION:		
Crocs, LLC	<u>29,529.73</u>	
(Shady Lakes Emergency Work)		29,529.73
(FINAL)		
	<u>29,529.73</u>	<u>29,529.73</u>

UNIT OF DEVELOPMENT NO. 2C

DISBURSEMENT NO. 145

JANUARY 27, 2021

	LANDOWNER			TOTALS
	BOND	NOTE	FUNDS	
CONSTRUCTION:				
Arazoza Bros.	8,000.00		-	
(Parcel G Landscape Buffer)				8,000.00
ENGINEERING:				
Arcadis U.S., Inc.	1,645.00		-	
(DE - Alton Construction)				1,645.00
OTHER PROFESSIONALS:				
Caldwell & Pacetti	3,052.50		-	
(Plan of Improvement Review)				3,052.50
MISCELLANEOUS:				
Davidson Fixed Income Mgmt.	134.24			
Palm Beach Post Legal Ad	1,087.04			
NPBCID Reimbursements				
(Murray Logan PA#1 Artistry & Alton RTU Sites)	34,502.50			
(NPBCID Personnel Time)	1,827.10			
				37,550.88
	50,248.38	-	-	50,248.38

**UNIT OF DEVELOPMENT NO. 11
DISBURSEMENT NO. 141
JANUARY 27, 2021**

	<u>EIPC</u>	<u>NOTE</u>	<u>TOTAL</u>
CONSTRUCTION:			
Crocs, LLC	<u>58,076.50</u>		
(Roadway Cleaning & Inspection)			
FINAL			58,076.50
	<u>58,076.50</u>	-	<u>58,076.50</u>

**UNIT OF DEVELOPMENT NO. 18
DISBURSEMENT NO. 186
JANUARY 27, 2021**

	<u>EIPC</u>	<u>TOTAL</u>
CONSTRUCTION:		
Data Flow Systems, Inc. (RTU #1 and #2 Update)	<u>8,718.75</u>	8,718.75
 MISCELLANEOUS:		
NPBCID Reimbursements (Limno-Tech, Inc. Invoice #WPALM4-12)	<u>525.00</u>	525.00
	<u><u>9,243.75</u></u>	<u><u>9,243.75</u></u>

**UNIT OF DEVELOPMENT NO. 31
DISBURSEMENT NO. 197
JANUARY 27, 2021**

EIPC (Equity in Pooled Cash)	TOTAL
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ENGINEERING:

Arcadis US, Inc. FINAL (PE - Phase II Pavement Rehab)	<u>3,952.00</u>	3,952.00
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	<u><u>3,952.00</u></u>	<u><u>3,952.00</u></u>
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**UNIT OF DEVELOPMENT NO. 53
DISBURSEMENT NO. 92
JANUARY 27, 2021**

	BOND	TOTAL
ENGINEERING:		
Michael Schorah & Assoc. (PE Construction Phase)	2,722.51	
Arcadis US (DE Construction Phase)	822.50	
		3,545.01
OTHER PROFESSIONALS:		
Caldwell & Pacetti (Legal Services)	3,602.50	
		3,602.50
MISCELLANEOUS:		
The Palm Beach Post (Legal Ads - POI & ROE)	1,680.00	
NPBCID Reimbursement (PB Post Legal Ad #00608647)	1,135.20	
(NPBCID Personnel Time)	1,226.84	
		4,042.04
	11,189.55	-
		11,189.55

UNIT NO. 2C – ALTON

STATUS REPORT



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Adrian M. Salee
Ellen T. Baker

DATE: January 27, 2021

FROM: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 2C - Alton
Consider Funding Agreement No. 16
Parcel D Improvements

Background

The proposed Funding Agreement No. 16 for Unit of Development No. 2C is attached for consideration by the Board of Supervisors. This Agreement allows for construction of the Private Improvements associated with Parcel D.

Fiscal Impact

The Funding Agreement states that the Landowner shall provide either a cash advance or an irrevocable Letter of Credit to Northern in an amount of \$541,363.00 representing 125% of the cost of Private Improvements in Parcel D.

Recommendation

Northern Staff, General Counsel and the District Engineer recommend the Board approve the Funding Agreement as presented.

**FUNDING AGREEMENT NO. 16 FOR CONSTRUCTION
OF PRIVATE IMPROVEMENTS
BY AND BETWEEN
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
AND
KH ALTON LLC
FOR
UNIT OF DEVELOPMENT NO. 2C**

This Agreement (the "Agreement") shall be effective as of the ____ day of January, 2021 (the "Effective Date") and is being entered into by and between NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, an independent special district of the State of Florida, located at 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, (hereinafter referred to as "Northern"), and KH ALTON LLC, a Florida limited liability company, located at 105 NE 1st Street, Delray Beach, Florida 33444 (hereinafter referred to as the "Developer").

W I T N E S S E T H:

WHEREAS, Northern is an independent special district of the State of Florida, created pursuant to Chapter 2000-467, Laws of Florida, as amended, and has certain authorizations and powers as to lands located within its jurisdictional boundaries; and

WHEREAS, Northern previously created its Unit of Development No. 2C (the "Unit") and is willing to commence the implementation and construction of certain hereinafter identified private improvements on behalf of said Unit; and

WHEREAS, Northern has adopted a Plan of Improvements (the "Plan Improvements") for the Unit which describes all of the public infrastructure improvements to be constructed by Northern on behalf of the Unit; and

WHEREAS, the Developer has requested that in conjunction with Northern's implementation of its Plan of Improvements, that Northern also install or construct those improvements described in attached Exhibit "A" that the Developer would otherwise have to construct (hereinafter referred to as the "Private Improvements"); and

WHEREAS, the Developer acknowledges that in order for Northern to implement the installation or construction of the Private Improvements, the Developer will be obligated to provide financial security or funding for certain costs and expenses related to the Cost of Construction (as hereinafter defined) of the Private Improvements.

NOW, THEREFORE, for and in consideration of the mutual understandings and agreements set forth herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct to the best of the knowledge of the parties hereto and are incorporated herein by this reference.

SECTION 2. DEFINITIONS.

(A) Cost of Construction. The phrase “*Cost of Construction*” shall mean all costs and expenses of whatsoever nature as may be required for, derived from or arise out of Northern’s design, permitting, implementation or construction of any one or more of the Private Improvements, including by way of example but not limitation: administrative, legal, engineering, surveying and other professionals or consultants fees, costs and expenses; advertisement and publication costs; photocopy, telecopy, computer and telephone costs and expenses; payments to contractors, subcontractors, materialmen and/or laborers for implementation, installation and/or construction of the Private Improvements; change orders to construction contracts or contractor delay claims; governmental entity or agency applications and permits; litigation costs, including appellate and/or mediation plus professional consultation relating thereto or as witnesses, and/or penalties or fines.

(B) Developer’s Agreement. The phrase “*Developer’s Agreement*” shall mean: (i) that particular Developer’s Agreement dated August 15, 2013 previously entered into by Northern and Kolter Acquisitions LLC, which Developer’s Agreement has been assigned to and assumed by Developer by virtue of that certain Assignment, Release and Assumption Agreement dated January 24, 2014, which was consented to by Northern on February 26, 2014 and (ii) the First Amendment thereto dated February 24, 2016.

(C) Project Manual. The phrase “*Project Manual*” shall mean such contract documents that pertain to implementation and construction of any one or more of the Private Improvements that are made a part of any agreement entered into between Northern and a contractor, including but not limited to construction contracts, addenda thereto, contractor’s bids (including documentation accompanying the bids and any post-bid documentation submitted prior to a notice of award) when attached as an exhibit to the construction contract, payment and performance bonds, general and supplementary conditions to the construction contract, specifications and drawings as same are more specifically identified in the construction contract, together with all amendments, modifications and supplements issued by Northern pursuant to the construction contract on or after the effective date of same.

SECTION 3. NORTHERN CONSTRUCTION PROCEDURE. Provided the Developer complies with the terms and provisions of this Agreement and the Developer’s Agreement, then in that event Northern does hereby agree as follows:

(A) Construction of Private Improvements. To proceed with the implementation and construction of the Private Improvements, with such work to be carried out pursuant to the applicable Project Manual’s terms and conditions, as may be amended from time to time.

(B) Professional Services. The provision of such reasonable administrative, legal, survey and/or engineering services as may be necessary and appropriate in order to construct any one or more of the Private Improvements.

(C) Financing. All obligations and services of Northern as contained herein or in the Developer’s Agreement, are subject to the Developer providing payment, in a prompt and timely fashion, of the Cost of Construction pursuant to Section 4 of this Agreement.

(D) Expenditures. To expend any advanced Cost of Construction funds and/or draw upon any Irrevocable Standby Letter of Credit(s) in accordance with the provisions of Section 4 of this Agreement.

(E) Accountings. Upon receipt of a written request, to provide an itemization to the Developer of all expenditures by Northern for payment of the Cost of Construction for Private Improvements and, upon the Developer's specific request, copies of invoices and backup for such payments.

(F) Bill of Sale. At or before Northern's issuance of a Notice to Proceed for the construction of works pursuant to a Project Manual, which works include one or more of the Private Improvements, the Developer shall be obligated to provide written direction to Northern of the name and address of the entity or entities to which the Private Improvements are to be conveyed upon Northern's completion of their installation and/or construction. The Private Improvements shall be conveyed to such entity or entities by Northern through a Bill of Sale similar in form to that attached hereto and identified as Exhibit "B".

SECTION 4. DEVELOPER'S DUTIES AND OBLIGATIONS The Developer does hereby agree to the following duties and obligations, namely:

(A) Financing. At or before the Effective Date of this Agreement, to advance or deliver to Northern the initial estimated Cost of Construction for the Private Improvements as follows:

(i) Funding Developer may either: (a) advance to Northern at or before the Effective Date of this Agreement, the sum of \$541,363.00 which sum represents 125% of the current estimate of the Cost of Construction of the Private Improvements and shall be held by Northern in an advanced construction payment account (which may be commingled with other Northern funds but must be accounted for separately), and, together with any interest accumulated thereon, used by Northern for the payment of the Cost of Construction of the Private Improvements or, (b) provide an Irrevocable Standby Letter of Credit from a financial institution having a Weiss rating of no less than a "B-" and an expiration date of no less than six (6) months from date of issue, in form acceptable to Northern and as generally described in attached Exhibit "C", which Irrevocable Standby Letter of Credit shall be in the sum of \$541,363.00 as security for the Cost of Construction of the Private Improvements and equal to 125% of the current estimate of the Costs of Construction of the Private Improvements.

(ii) Use of Irrevocable Standby Letter of Credit. Before an Irrevocable Standby Letter of Credit may be drawn upon by Northern, Northern shall first submit a written invoice to the Developer for payment. Payment of the Northern invoice must be received by Northern on or before ten (10) business days after said invoice's dated date or Northern shall thereupon and without further notice be entitled to draw upon the Irrevocable Standby Letter of Credit in an amount equal to the invoiced amount.

(iii) Responsibility for Cost of Construction. Regardless of any language herein to the contrary, it is expressly understood and agreed that the Developer is solely responsible for the payment of all of the Cost of Construction for the Private Improvements. Therefore, if for any reason the herein identified advanced funds or amount of an Irrevocable Standby Letter of Credit are insufficient for Northern to pay the Cost of Construction for all or a part of the Private Improvements, the Developer shall be obligated to deliver payment to Northern of such underfunded, unpaid or unsecured portion of the Cost of Construction on or before ten (10) business days following the dated date of a written invoice or request from Northern for such payment.

(B) Indemnification. The Developer does hereby indemnify and hold Northern harmless of and from any and all loss or liability that Northern may sustain by reason of its design, implementation and construction of the Private Improvements, with said indemnification and hold harmless to include but not be limited to: (i) all Cost of Construction, (ii) direct costs or damages, (iii) indirect or

consequential costs and damages (provided there is a proximate cause relationship), (iv) fines and/or penalties and (v) any and all injuries or damages sustained by persons or property, including reasonable attorney's fees and costs (including appellate or mediation) that may be incurred or sustained by Northern that relate to the design, implementation, construction and, as limited by the immediately following sentence, the operation and maintenance of the Alton Improvement(s), but excluding any such loss or liability incurred or sustained that is a direct and proximate result of the gross negligence of Northern.

SECTION 5. TERM OF AGREEMENT. Unless otherwise terminated as herein provided, this Agreement shall continue in full force and effect for a period of twenty-four (24) months from the Agreement's Effective Date.

SECTION 6. MISCELLANEOUS PROVISIONS.

(A) Notices. All notices, requests, consents and other communications required or permitted under this Agreement shall be in writing (including telex, facsimile or telegraphic communication) and shall be (as elected by the person giving such notice) delivered by prepaid express overnight courier or messenger service, telecommunicated via facsimile or email (followed by mailing), or mailed to the following addresses:

As to NORTHERN: Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418-7106
Attn: Executive Director
Telephone: (561) 624-7830
Email: OnealB@npbcid.org

As to DEVELOPER: KH Alton LLC
105 NE 1st Street
Delray Beach, Florida 33444
Attn: John Csapo
Telephone: 561-682-9500
Email: jcsapo@kolter.com

If either party changes its mailing address or designated recipient for notices, such change shall be communicated in writing to the other party within thirty (30) calendar days of the change.

(B) Entire Agreement. This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof.

(C) Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors and permitted assigns.

(D) Assignability. This Agreement may not be assigned without the prior written consent of all parties to this Agreement, provided such consent may not be unreasonably withheld.

(E) Severability. If any part of this Agreement is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent

so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

(F) Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida without regard to any contrary conflicts of laws principle. Venue of all proceedings in connection herewith shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida, and each party hereby waives whatever their respective rights may have been in the selection of venue.

(G) Waiver of Jury Trial. The parties hereby waive any rights any of them may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The parties hereto have separately, knowingly and voluntarily given this waiver of right to trial by jury with the benefit of competent legal counsel.

(H) Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

(I) Attorney Fees. It is hereby understood and agreed that in the event any lawsuit in any judicial system, including federal or state, is brought to enforce compliance with this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, the prevailing party to said action shall be entitled to reasonable fees and costs, including legal, ex parte and/or appellate fees and costs.

(J) Enforcement of Remedies. The failure of any party to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the rights of remedies that the party may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

(K) Construction. The parties acknowledge that each has shared equally in the drafting and construction of this Agreement and accordingly, no court construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this Agreement shall be construed simply according to its fair meaning.

(L) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(M) Effective Date. This Agreement shall be effective as of the last date that it is signed by all parties hereto.

EXECUTED by NORTHERN this ____ day of _____, 2021.

[DISTRICT SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

Assistant Secretary

By: _____
President, Board of Supervisors

EXECUTED by DEVELOPER this 13th day of January, 2021.

KH ALTON LLC, a Florida limited liability company

By: 

Print: JOHN CASPO

Title: AUTHORIZED SIGNATORY

Exhibit "A"

PRIVATE IMPROVEMENTS

[See attached for List of Private Improvements]

ALTON PARCEL "D"
PRIVATE ALLEY IMPROVEMENTS
EXHIBIT "A"

GENERAL			
1	PERMIT FEES (ALLOWANCE)	Allowance	1
2	MOBILIZATION	LS	1
3	SURVEY LAYOUT AND ASBUILTS	LS	1
4	TESTING	LS	1
5	NPDES COMPLIANCE	LS	1
6	PERFORMANCE AND PAYMENT BOND	LS	1
UTILITIES & EARTHWORK			
7	FINAL GRADING (OPEN SPACE)	CY	635
8	6" CONCRETE ALLEY (ON COMPACTED SUBGRADE)	SF	42,930
9	PAVER IN ALLEY (MORTAR SET)	SF	12,760
10	ADS YARD DRAINAGE SYSTEM (8" HDPE)	LF	106
11	ADS YARD DRAINAGE SYSTEM (10" HDPE)	LF	255
12	ADS YARD DRAINAGE SYSTEM (12" HDPE)	LF	28
13	REINFORCED CONCRETE PIPE CULVERT (18")	LF	490
14	ADS YARD DRAIN	EA	20
15	CATCH BASIN TYPE C-4	EA	3
16	FINAL MARKING IN ALLEY	LS	1

Exhibit "B"

Northern Palm Beach County Improvement District
Unit of Development No. 2C

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Northern Palm Beach County Improvement District, an independent special district of the State of Florida, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, Party of the First Part, has granted, bargained, conveyed, transferred and delivered, and by these presents does grant, bargain, convey, transfer and deliver unto Alton Property Owners Association, Inc., the said Party of the Second Part, its successors and assigns, the following goods and chattels in their current "As-Is" condition, without warranties of any nature whatsoever by the Party of the First Part except as for those granted to the Party of the First Part by others as to said goods, chattels, all as located in the County of Palm Beach, and the State of Florida to wit:

(See attached Exhibit "A")

TO HAVE AND TO HOLD the same unto the said Party of the Second Part, its executors, administrators, successors and assigns forever.

Said Party of the First Part, for itself, its successors and assigns, does hereby covenant to and with the said Party of the Second Part, its successors and assigns, that said Party of the First Part is the lawful owner of the said goods and chattels; that the same are free from all encumbrances; that Party of the First Part has good right to convey the same as aforesaid; and, that Party of the First Part will warrant and defend the conveyance of the said property, goods and chattels hereby made, unto the said Party of the Second Part, its successors and assigns, against the lawful claims and demands of all persons whomsoever; and

Said Party of the First Part does further hereby unconditionally assign to the Party of the Second Part any and all warranties and guarantees that it has received as to said goods and chattels, to the extent that such warranties and guarantees may be assigned without recourse to the Party of the First Part.

IN WITNESS WHEREOF, said Party of the First Part, by and through its undersigned representative, has hereunto set its hands and seal(s) this ____ day of _____, 20____.

[DISTRICT SEAL]

**NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT**

Attest: _____
O'Neal Bardin, Jr., Assistant Secretary

By: _____
Print: _____
Title: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__, by _____, as _____, for Northern Palm Beach County Improvement District.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____.

[Balance of Page Intentionally Left Blank]

CONSENT TO ASSIGNMENT OF WARRANTIES

The undersigned does hereby consent to and approve the assignment by Northern Palm Beach County Improvement District of any and all warranties the undersigned provided or is obligated to provide Northern Palm Beach County Improvement District for the goods and chattels described in Exhibit "A" to this instrument.

Executed this ____ day of _____, 20__.

[CORPORATE SEAL]

Name of Contractor
By: _____
Print: _____
Title: _____

[Balance of Page Intentionally Left Blank]

Exhibit "C"

IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____.

ISSUE DATE:

EXPIRATION DATE:

BENEFICIARY

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT
359 Hiatt DRIVE
PALM BEACH GARDENS, FL 33418

APPLICANT

ISSUING BANK

AMOUNT:\$

FOR THE ACCOUNT OF APPLICANT WE HEREBY ESTABLISH OUR IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ IN THE BENEFICIARY'S FAVOR FOR AN AMOUNT NOT EXCEEDING IN THE AGGREGATE USD \$ _____ (U.S. DOLLARS) AVAILABLE BY YOUR DRAFT(S) DRAWN ON US AT SIGHT BEARING THE CLAUSE, DRAWN UNDER IRREVOCABLE STANDBY LETTER OF CREDIT NO. _____ AND ACCOMPANIED BY:

- 1.) A STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT IN THE FORM OF ANNEX "A" ATTACHED HERETO AND APPROPRIATELY COMPLETED.

THIS IRREVOCABLE STANDBY LETTER OF CREDIT, TOGETHER WITH THE ATTACHED ANNEX "A", SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, AND SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCE TO ANY DOCUMENT OR INSTRUMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT IS REFERRED TO OR TO WHICH THIS LETTER OF CREDIT RELATES AND ANY SUCH REFERENCE SHALL NOT BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR INSTRUMENT.

WE HEREBY AGREE THAT EACH DRAFT DRAWN AND PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS IRREVOCABLE STANDBY LETTER OF CREDIT WILL BE DULY HONORED BY US IF PRESENTED TO US AT OUR OFFICE LOCATED AT:

ADDRESS: _____

ATTENTION: _____

DURING REGULAR BUSINESS HOURS ON ANY DATE OR DATES ON OR BEFORE THE EXPIRATION DATE WITH THE CUTOFF TIME FOR PRESENTATION OF DRAFTS ON SAID EXPIRATION DATE TO BE 3:00 P.M. EASTERN STANDARD TIME.

THIS IRREVOCABLE STANDBY LETTER OF CREDIT IS ALSO AVAILABLE BY SIGHT PAYMENT AT THE COUNTERS OF THE (name and address of local Bank Branch).

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS IRREVOCABLE LETTER OF CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS" (CURRENT REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500.

(NAME OF ISSUING BANK)

By: _____
SIGNATURE

PRINT NAME: _____

TITLE: _____

ANNEX "A"

RE: (*name of bank*) Irrevocable Standby Letter of Credit No. _____.

The undersigned, as an authorized representative of the Beneficiary, hereby certifies to you that the Beneficiary has approved for your payment the attached draft in the amount of \$_____.

In witness whereof, the undersigned has executed this Annex "A" as of the _____ day of _____, 20__.

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

BY: _____

Signature

{DISTRICT SEAL}

Print Name

Title

END OF ANNEX "A"



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Adrian M. Salee
Gregory Block
Ellen Baker

DATE: January 27, 2021

FROM: C. Danvers Beatty, P.E., Deputy Director

THROUGH: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No 2C - Alton
Consider Purchase Orders to Caulfield and Wheeler - Alton Parcel D
Bidding and Construction Phase Services
Purchase Order No. 21-187 - Bidding and Construction
Purchase Order No. 21-208 - Materials Testing

Background

The design and permitting of Parcel D are complete. Caulfield and Wheeler, Inc. has submitted a proposal for Bid and Construction Phase Services in the amount of \$112,700.00. Of this amount, \$53,700 is for lump sum bid and construction phase services and \$59,000 is for materials testing and reimbursables. Improvements being installed in Parcel D include both Public and Private improvements and, as such, we would recommend that a pro-rata share of all fees be split between public and private funding based on the low bid received on January 12, 2021, with 80% (\$90,160.00) funded from bond funds and 20% (\$22,540.00) funded from private funds being held by the Northern. Two purchase orders were created to better account for lump sum payments and estimated materials testing and reimbursables. Attached is Caulfield and Wheeler's proposal and the recommendation letter from the District Engineer.

Fiscal Impact

Funding in the amount of \$90,160.00 will be paid from Northern's construction funds and the remaining \$22,540.00 will be paid from developer funds deposited with Northern per Funding Agreement No. 16.

Recommendation

Northern Staff and the District Engineer recommend approval of Purchase Order No. 21-187 for Bidding and Construction Phase Services in the amount of \$53,700 (\$42,960 public and \$10,740 private) and Purchase Order No. 21-208 for Materials Testing in the amount of \$59,000 (\$42,700 public and \$11,800 private) to Caulfield and Wheeler.



Mr. C. Danvers Beatty
Deputy Director
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418

Subject:
Caulfield & Wheeler, Inc.
Alton - Parcel D: Bid Assistance, CE, and Material Testing Services

Dear Mr. Beatty:

Please be advised that our office has completed its review of the attached proposal from Caulfield & Wheeler, Inc. dated January 5, 2021. The proposal details fees associated bid assistance, meetings, construction phase engineering, reimbursables, and estimated fees for material testing services associated with the construction of Parcel D Infrastructure. Based on our review of the proposal and understanding of the project requirements, we find that the scope of services and proposed fees are consistent with the work effort necessary to complete the work.

Improvements being installed in Parcel D include both Public Parcel Improvements as identified in the Unit 2C POI and Private improvements associated with alley construction. As such, we would recommend that a pro-rata share of all fees identified in this proposal be split between public and private funding sources based on the low bid once received.

Since material testing and reimbursable costs are unknown at this time, it may make sense to issue separate Purchase Orders in the amount of \$53,700.00 for lump sum bid assistance and construction observation fees and \$59,000.00 for material testing and reimbursable costs.

Sincerely,


Robert W. Lawson, P.E.
Vice President

Cc: Katie Roundtree – NPBCID
Tim Helms - NPBCID

ARCADIS U.S., Inc.
1500 Gateway Boulevard
Suite 200
Boynton Beach
Florida 33426
Tel 561.697.7000
Fax 561.369.4731
www.arcadis-us.com

INFRASTRUCTURE

Date:
January 15, 2021

Contact:
Robert W. Lawson, P.E.

Phone:
561-697-7002

Email:
rlawson@arcadis-us.com

Our ref:
WF590PO2.0086

Florida License Numbers

Engineering
EB00007917

Geology
GB564

Landscape Architecture
LC26000269

Surveying
LB7062



January 5, 2021

Proposal #06-19-107

C. Danvers Beatty, P.E.
Deputy Director
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418

Re: Agreement for professional services relating to the “Alton Briger Parcel D (27.76 Acres/117 Units)” project located in Palm Beach Gardens, Florida.

Dear Mr. Beatty:

Thank you for the opportunity to present you with this agreement for professional services for the “Alton Briger Parcel D (27.76 Acres/117 Units)” project. The scope of this agreement is to provide professional Engineering services of the subject property.

**SCOPE OF SERVICES
PARCEL “D” (27.76 Acres/117 Units)**

I - MEETINGS/BID DOCUMENTS

- A). Provide Quantities and Bid Documents.
Fee..... \$6,000.00
- B). Attendance at meetings. Fee \$4,500.00

II - REIMBURSABLES – Includes miscellaneous reimbursable expenses.
Est. Fee..... \$6,000.00

III - CONSTRUCTION SERVICES - ENGINEERING

Permits for construction which have been issued in accordance with State Statutes require that the Engineer-of-Record observe the construction and inspect the project for conformity to the plans and specifications as approved by the agencies. Upon completion of the project, a letter of certification from the Engineer indicating that construction was carried out in conformance to the approved plans shall be submitted to the agencies for approval and release of the systems.

Following is a list of the required tasks involved in this project.

- A. Professional Engineer

- 1). Conduct Pre-construction meeting and scheduled meetings.
- 2). Review shop drawings and process for approval.
- 3). Coordinate existing improvement with proposed construction.
- 4). Monitor for construction of proposed water, sewer and drainage improvements.
- 5). Monitor construction of proposed paving improvement.
- 6). Review Pay Requisitions.
- 7). Review asbuilts.
- 8). Prepare certification for construction water release and process through the Seacoast Utility Authority and Palm Beach County Health Department.
- 9). Prepare final certification for water distribution system and process through Seacoast Utility Authority and Palm Beach County Health Department.
- 10). Prepare final certification for sanitary sewer system and process through Seacoast Utility Authority and Palm Beach County Health Department.
- 11). Prepare final certification for paving & drainage improvements.

B. Construction Inspector

- 1). Pre-construction meeting, and scheduled meetings.
- 2). Observe removal of existing improvements.
- 3). Inspect construction materials as they arrive on site to verify concurrence with shop drawings.
- 4). Observe construction of proposed sanitary sewer system, water distribution system and storm drainage system to verify that each system is being constructed utilizing proper construction techniques in order to certify the completed systems as required by local agencies.
- 5). Pressure test and bacteriological tests for the water distribution system.
- 6). Lamping and TV inspections of the of sanitary sewer system.
- 7). Subgrade inspection prior to placement of base material.
- 8). Inspection of base prior to pavement placement.
- 9). Semi-final & final inspection of on-site improvement. Including Storm Water Management System with the City of Palm Beach Gardens.

- Construction Observation Fee.....	\$33,600.00
- Project Certification Fee.....	\$9,600.00

Client will be kept informed of the status of each task, and additional time required for re-inspections for unacceptable construction or additional authorized services, will be negotiated as required. Daily inspection reports shall be provided to the client at the end of each week. All backup of miscellaneous reimbursable expenses, and copies of the invoices from the materials testing lab to support each invoice submitted where those items are being included.

IV - CONSTRUCTION MATERIALS TESTING

The services described herein will be performed on an as needed basis as required by the construction documents and the Agencies. In general, the scope of services will consist of the following:

1.1 Laboratory Soil Testing

Laboratory soil testing will be required to identify the properties and suitability of the soil to be used at the site. Proctor tests will be required to obtain material's maximum density and optimum moisture content, which would be used to verify that the degree of compaction in the field is achieved.

1.2 Field DenSity/Moisture Testing

A field technician will be provided to test the in-place density of the compacted fills. For this testing, The Nuclear Method (ASTM D2922) will be used in the field, which will be correlated with the corresponding laboratory proctor compaction tests.

1.3 Cast-in-Place Concrete

An ACI-certified technician will be provided to test the concrete delivered to the site. In accordance with the project specifications, the technician will mold a set of five compression cylinders per ASTM C-31 for every 50 cubic yards or fraction thereof placed per day. The slump and temperature of the concrete will also be determined each time a set of cylinders are cast.

The cylinders will be cured in the laboratory, with one cylinder tested at seven days and three at 28 days. Assistance in evaluating mix submittals and provide laboratory verifications, if necessary, although fees for this service are not included herein.

Estimated Fee\$53,000.00

Please note that the overall cost of construction quality control programs is dependent upon the contractor's scheduling, weather and other factors beyond our control, which may need to negotiated at a later time.

V - MISCELLANEOUS SERVICES

Any other miscellaneous services outside the scope of this contract, requested by the Client, will be performed at the following hourly rates based upon actual work performed.

President.....	\$165.00/hr.
Sr. Corporate Officer	\$155.00/hr
Corporate Officer	\$150.00/hr
Expert Witness.....	\$165.00/hr

Sr. Project Manager	\$140.00/hr
Project Manager	\$135.00/hr
Sr. Engineer.....	\$135.00/hr
Project Engineer.....	\$125.00/hr
Sr. Project Land Surveyor.....	\$135.00/hr
Project Land Surveyor	\$125.00/hr
Sr. Project Field Rep.	\$90.00/hr
Field Representative.....	\$75.00/hr
Sr. Autocad/GIS Tech.....	\$95.00/hr
Autocad/GIS Tech	\$85.00/hr
Senior Technician	\$80.00/hr
Technician.....	\$75.00/hr
3 Person Survey Crew.....	\$130.00/hr
2 Person Survey Crew.....	\$120.00/hr
GPS Crew.....	\$155.00/hr
Sr. Admin Assistant	\$75.00/hr
Admin. Assistant.....	\$65.00/hr
Clerical	\$55.00/hr
Federal Express/Overnight Deliveries (if requested by client).....	\$25.00/each
Federal Express First Overnight Deliveries (if requested by client).....	\$75.00/each
Courier Deliveries (if requested by client).....	Cost plus 10%

This agreement, consisting of four (4) pages, represents the entire understanding between Caulfield & Wheeler, Inc., Consultant; and Northern Palm Beach County Improvement District, with respect to the project and may only be modified in writing signed by all parties.

Sincerely,
 Caulfield & Wheeler, Inc.



John F. Wheeler, P.E.
 President

Accepted by:
 Northern Palm Beach County Improvement District

 Signature

 Print Name

 Title

 Date



**Northern Palm Beach County
Improvement District**

Purchase Order
No.

21-187

Purchase Order

Vendor :1089

Caulfield and Wheeler, Inc.

7900 Glades Road, Ste. 100
Boca Raton, FL 33434
Phone - / Fax -

Billing and Shipping Address

359 Hiatt Drive
Palm Beach Gardens, FL 33418
(561) 624-7830 Ext
Fax (561) 624-7839

Document Information

Document Date 01/12/2021
Required Date 01/22/2021
Prepared By Milagros E. Acosta Corniel

Workflow ID 07
Status Board 2 Documents
Description U2C-Alton Briger Parcel D Proposal-
Agreement for Professional Services

Change Order 0
Project No
Invoice to Y
follow

Comments : Private improvements addressed in funding agreement No. 16 to be funded by cash. Per construction bid- 80% bonds 20% private

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	02CA	53101	U2C-Alton Briger Parcel D Proposal- Agreement for Professional Services	90,160.00	90,160.00
1	EA	02CB	53101	U2C-Alton Briger Parcel D Proposal- Agreement for Professional Services	22,540.00	22,540.00

Total : \$112,700.00

Approval Information

SUSAN P. SCHEFF	Board	01/15/2021 10:47 AM
ONEAL BARDIN JR.	Executive Director	01/13/2021 9:16 AM
KATHLEEN E. ROUN	Finance Director	01/13/2021 9:14 AM
LAURA L. HAM	Budget Manager	01/12/2021 4:22 PM
CLIFFORD D. BEAT	Deputy Director	01/12/2021 11:40 AM
Milagros E. Acosta	Requester	01/12/2021 11:20 AM

This Purchase Order Authorizes the purchase of the items or services in the quantities and the amounts specified above by the purchaser identified above on the presentation of proper identification at time of purchase.

The Purchase Order number must appear on billing invoices and packages and billing of the purchase must be submitted to the address shown above.

NPBCID is exempt from payment of State sales tax under Exemption 85-8012560376C-1 Exp. 5-31-23.

Annual Contracts-Work shall be completed in accordance with existing Agreement between Northern and Vendor listed herein. Payment shall be in accordance with said agreement, attached scope and budget. Payment for work shall not exceed the herein authorized fee without an approved written change to this Purchase Order.



**Northern Palm Beach County
Improvement District**

Purchase Order
No.

21-208

Purchase Order

Vendor :1089

Caulfield and Wheeler, Inc.

7900 Glades Road, Ste. 100
Boca Raton, FL 33434
Phone - / Fax -

Billing and Shipping Address

359 Hiatt Drive
Palm Beach Gardens, FL 33418
(561) 624-7830 Ext
Fax (561) 624-7839

Document Information

Document Date 01/15/2021
Required Date 01/25/2021
Prepared By Milagros E. Acosta Corniel

Workflow ID 07
Status Board 2 Documents
Description 2C-U2C-Alton Briger Parcel D Proposal-
Agreement for Professional Services-
materials testing and reimbursables

Change Order 0
Project No
Invoice to Y
follow

Comments : PO to C&W for \$47,200 for O2CA and \$11,800 for O2CB (both 53010) for materials and testing- break out from 21-187

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	02CA	53101	U2C-Alton Briger Parcel D Proposal- Agreement for Professional Services-materials testing and reimbursables	47,200.00	47,200.00
1	EA	02CB	53101	U2C-Alton Briger Parcel D Proposal- Agreement for Professional Services-materials testing and reimbursables	11,800.00	11,800.00

Total : \$59,000.00

Approval Information

SUSAN P. SCHEFF	Board	01/15/2021 3:43 PM
ONEAL BARDIN JR.	Executive Director	01/15/2021 3:36 PM
KATHLEEN E. ROUN	Finance Director	01/15/2021 3:34 PM
LAURA L. HAM	Budget Manager	01/15/2021 3:32 PM
CLIFFORD D. BEAT	Deputy Director	01/15/2021 3:20 PM
KENNITH R. ROUN	Department Manager	01/15/2021 2:10 PM
Milagros E. Acosta	Requester	01/15/2021 1:32 PM

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Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Adrian M. Salee
Ellen T. Baker

DATE: January 27, 2021

FROM: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 2C - Alton
Consider Award of Contract - J.W. Cheatham, LLC
Purchase Order No. 21-205
Parcel D Public and Private Improvements

Background

In accordance with the Plan of Improvements adopted on March 26, 2014, Northern is authorized to construct the improvements in Alton Parcel D, Neighborhood 2. Plans were prepared by the Landowner's engineer and reviewed by Northern's District Engineer. The plans include earthwork, paving, grading, drainage, lake interconnects, water and sewer improvements. Private improvements are also included in the proposed work and will be funded by KH Alton. This project was advertised for public bid on December 6, 2020 and December 13, 2020, and bids were received and opened on January 12, 2021. Four bids were received and the apparent low bidder is J.W. Cheatham, LLC in the amount of \$1,729,246.35 for the public improvements and \$433,090 for private improvements. These private improvements will be funded by the Landowner. The total bid amount for this project is \$2,162,336.35.

J.W. Cheatham, LLC has successfully completed work of this nature on past projects for Northern and is very well qualified to do the work identified in their bid. They continue to be the most competitive bidder due to the fact that the equipment and personnel required for the construction are currently on-site. A recommendation letter from Arcadis is attached.

Fiscal Impact

The private elements of this project will be funded pursuant to Funding Agreement No. 16 between KH Alton LLC and Northern. The Funding Agreement requires a deposit of 125% of the bid amount for the private work. A cash deposit was provided by KH Alton in the amount of \$541,363. Northern's improvements in the amount of \$1,729,246.35 will be paid from the bond proceeds.

Recommendation

Northern Staff and the District Engineer recommend approval of Purchase Order No. 21-205 in the amount of \$2,162,336.35 to J.W. Cheatham, LLC.



Mr. C. Danvers Beatty, P.E., Deputy Director
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418

Subject:
Unit 2C - Alton Neighborhood 2
Parcel D Improvement Project
Project No. PRJ-616

Dear Mr. Beatty:

The firm of ARCADIS US, Inc. has completed its review of four bids received on January 12, 2021 for the Unit 2C Alton – Neighborhood 2, Parcel D Improvement Project. Bid accuracy of all bids received was verified using a spread sheet confirming that the bid amount of \$2,162,336.35 from J.W. Cheatham, LLC. was the low bid. The total bid included \$1,729,246.35 in public improvements and \$433.090.00 in private improvements.

The range of bids received was from \$2,162,336.35 to \$2,892,136.00. I have attached a copy of the overall bid tabulation for your reference.

The landowner attended the bid opening and is aware that he will need to provide a letter of credit or other acceptable surety in the amount of \$541,363.00, representing 125% of the private improvement value, prior to an award of the private improvement work being made.

J.W. Cheatham, LLC. has completed numerous other District projects in the Alton development. The District's experience in working with them has proven to be very successful. Therefore, we do not see anything that should deter us from considering J.W. Cheatham, LLC. as the viable low bidder on this project.

Arcadis U.S., Inc.
1500 Gateway Blvd
Suite 200
Boynton Beach
Florida 33426
Tel 561 697 7000
Fax 561 369 4731
www.arcadis.com

INFRASTRUCTURE

Date:
January 12, 2021

Contact:
Robert W. Lawson

Phone:
561-697-7002

Email:
rlawson@arcadis.com

Our ref:
WF590P01.9527

Florida License Numbers

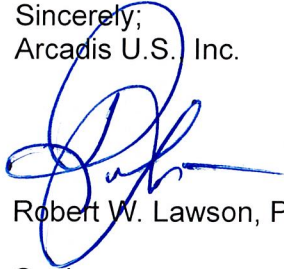
Engineering
7917

Geology
GB564

Surveying
LB7062

Based on our review, we recommend that consideration of an award to J.W. Cheatham, LLC. in the amount of \$2,162,336.35 be scheduled for consideration at the next available Board of Supervisors meeting.

Sincerely;
Arcadis U.S. Inc.

A handwritten signature in blue ink, appearing to read "R. Lawson", is written over the text "Sincerely; Arcadis U.S. Inc." and above the name "Robert W. Lawson, P.E.".

Robert W. Lawson, P.E.

Copies:

Tim Helms, NPBCID

ALTON PARCEL 'D'
Bids Received 1-12-21

	JW Cheatham	MJC Land Development	Ranger Construction	Almazan Construction
Public Improvements Bid Subtotal	\$ 1,729,246.35	\$ 1,821,631.55	\$ 2,142,883.28	\$ 2,312,324.00
Alternate 1 - Private Improvements Bid Subtotal	\$ 433,090.00	\$ 447,586.25	\$ 544,665.15	\$ 579,812.00
Public and Alternate 1 Private Improvements Grand Total	\$ 2,162,336.35	\$ 2,269,217.80	\$ 2,687,548.43	\$ 2,892,136.00



**Northern Palm Beach County
Improvement District**

Purchase Order
No.

21-205

Purchase Order

Vendor :080

J.W. CHEATHAM, LLC.

7396 WESTPORT PLACE
WEST PALM BEACH, FL 33413
Phone - / Fax -

Billing and Shipping Address

359 Hiatt Drive
Palm Beach Gardens, FL 33418
(561) 624-7830 Ext
Fax (561) 624-7839

Document Information

Document Date 01/13/2021
Required Date 01/23/2021
Prepared By Milagros E. Acosta Corniel

Workflow ID 07
Status Board 2 Documents
Description Unit 2C, Alton - Parcel D Improvement Project PRJ 616

Change Order 0
Project No 616
Invoice to Y
follow

Comments : JWCPublic Improvements \$1,729,246.35Private Improvements \$ 433,090.00Grand Total \$2,162,336.35

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	02CA	56502	Unit 2C Alton - Parcel D Improvement Project PRJ 616	1,729,246.35	1,729,246.35
1	EA	02CB	56302	Unit 2C Alton - Parcel D Improvement Project PRJ 616	433,090.00	433,090.00

Total : \$2,162,336.35

Approval Information

SUSAN P. SCHEFF Board 01/15/2021 10:48 AM
ONEAL BARDIN JR. Executive Director 01/15/2021 10:38 AM
KATHLEEN E. ROUN Finance Director 01/14/2021 11:52 AM
LAURA L. HAM Budget Manager 01/14/2021 9:11 AM
CLIFFORD D. BEAT Deputy Director 01/14/2021 8:33 AM
Milagros E. Acosta Requester 01/13/2021 2:53 PM

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Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · Fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Adrian M. Salee
Gregory Block
Ellen T. Baker

DATE: January 27, 2021

FROM: Kenneth W. Edwards, General Counsel

THROUGH: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 5A – Vista Center
Consider Second Amendment to the Exchange Agreement between Discovery West Palm Development LLC and Northern Palm Beach County Improvement District

Background

The Exchange Agreement between Discovery West Palm Development LLC and Northern Palm Beach County Improvement District was approved on July 22, 2020 and a First Amendment thereto approved on August 26, 2020.

The attached Second Amendment to the Exchange Agreement includes a change to Section 3.01 of the Exchange Agreement. The change gives the developer an additional 90 days to conclude the recording of a Replat for its development. The reason for the change is that while the Replat is now in final approved form, it has taken a little longer than anticipated to get to that point and that has affected the timing of its signing by all of the required signatories on the Replat.

Fiscal Impact

Northern's legal expenses associated with the Exchange Agreement will be collected through Northern's permit process for the improvements which are the subject of the exchange.

Recommendation

Northern Staff and General Counsel recommend that the Board approve the Second Amendment to the Exchange Agreement.

**SECOND AMENDMENT
TO
EXCHANGE AGREEMENT
(UNIT OF DEVELOPMENT NO. 5A)**

This Second Amendment (the “Second Amendment”), shall be effective as of January 15, 2021 and is being entered into by and between Discovery West Palm Development LLC, a Delaware limited liability company, whose mailing address is 27599 Riverview Center Blvd., Suite 201 Bonita Springs Florida 34134 (hereinafter referred to as the “Developer”) and Northern Palm Beach County Improvement District, an independent special district of the State of Florida, whose mailing address is 359 Hiatt Drive, Palm Beach Gardens, Florida 33418 (hereinafter referred to as “Northern”), both of whom may also be collectively referred to herein as the “Parties” and individually as a “Party”.

RECITALS

WHEREAS, on July 28, 2020, Northern and the Developer entered into an Exchange Agreement pertaining to lands located within Northern’s Unit of Development No. 5A; and

WHEREAS, on August 27, 2020 Northern and the Developer entered into the First Amendment to the Exchange Agreement; and

WHEREAS, the Parties wish to further amend said Exchange Agreement by this Second Amendment.

NOW, THEREFORE, for and in consideration of the sum of one (\$1.00) dollar and other good and valuable considerations the receipt and sufficiency of which is hereby accepted and acknowledged, the Parties agree as set forth herein:

1. **RECITALS**. The above recitals are true and correct to the best of the knowledge of the Parties hereto and are incorporated hereby incorporated herein by this reference.
2. **AMENDMENTS**. The Exchange Agreement is hereby amended and supplemented such that the 180 day Replat recording deadline period contained in Section 3.01 of the Exchange Agreement is hereby extended another 90 days.
3. **APPLICATION**. This Second Amendment shall be applied both retroactively and prospectively to the matter it addresses in the Exchange Agreement.
4. **REAFFIRMATION**. Except as otherwise herein amended and supplemented, the Exchange Agreement, as previously amended, shall continue in full force and effect.
5. **COUNTERPARTS**. This Second Amendment may be executed in one or more counterparts all of which together shall comprise one and the same instrument.

6. **EFFECTIVE DATE.** This Second Amendment shall be effective as of January 15, 2021 once it has been signed by both of the Party's hereto.

[The balance of this page was intentionally left blank and separate signature pages are attached.]

Executed by Northern this ____ of _____, 2021.

[SEAL]

ATTEST:

**NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT**

By: _____
Assistant Secretary

By: _____
Print: _____
Title: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____, as _____ for Northern Palm Beach County Improvement District.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____.

Commission:

Executed by the Developer this ____ of _____, 2021.

Discovery West Palm Development LLC,
a Delaware limited liability company

By: _____
Print: Richard Hutchinson
Title: Manager
Date: _____, 2021

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by Richard Hutchinson, as Manager for Discovery West Palm Development LLC.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____.



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Adrian M. Salee
Ellen T. Baker

DATE: January 27, 2021

FROM: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 11 – PGA National
Discuss Request from The Island Property Owners Association, Inc.

Background

Northern received the attached request from The Island Property Owners Association, Inc. (POA) on October 26, 2020. The aerator program includes Northern establishing a utility account for the aerator and bearing the responsibility for the payment of monthly invoices. Historic records indicate that The Island aerator(s) were installed in 1990. Research into the records finds no reference to an agreement or other reason for payment of the monthly Florida Power and Light bills by The Island POA. The records do indicate that the aerator program was more informal during this period of time.

When the request for reimbursement was received, Northern Staff questioned The Island POA why they paid the monthly utility bill for the aerator(s) for so long without noticing? The response Northern received was that they have 11 utility bills and apparently did not know one of them was for the aerator(s).

General Counsel identified the Florida Statute of Limitations which allows a reimbursement and limits Northern's exposure to four years of expense. The Island POA is able to provide a record of their payments for the four years and have indicated their payment totaled approximately \$12,000.

Staff is reviewing Northern's records associated with the aerator program to confirm all of the other 498 aerators have associated Northern utility accounts.

Fiscal Impact

Reserve funds are available to fund this request if the Board approves a reimbursement to The Island POA.

Recommendation

Northern Staff requests the Board of Supervisors discuss the reimbursement of approximately \$12,000 to The Island POA.

THE ISLAND PROPERTY OWNERS ASSOCIATION INC
C/O FIRSTSERVICE RESIDENTIAL FLORIDA INC
11621 KEW GARDENS AVE #200, PALM BEACH GARDENS, FL
33410

October 26, 2020

North Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, FL 33418

Attn: Mr. O'Neal Bardin
Executive Director

Dear Mr. Bardin:

We are members of the Board of Directors of The Island Property Owners Association Inc., a community within PGA National. Our community has had a relationship with your organization, North Palm Beach County Improvement District (NPBCID – previously North Palm Beach County Water Management District) since our original developer, Sabatello Development Corp., transferred the deed to our lake area to you in 1988.

In maintaining the lake, your organization decided to install two aerators in 1990 to reduce expenses versus alternative methods. The initial and ongoing cost of these aerators (equipment) was paid by NPBCID and the electricity to power these aerators by us. One aerator was removed in the mid-1990s per records at PGA National and added back in 2007.

In December of 2019, after we identified a problem with the timer on the aerators doubling our electric bill for several months, your representative contacted our management company and stated that NPBCID will be taking over responsibility for the electric service for the aerators effective with the December 2019 billing cycle. Since 1990, we estimate that our community has paid over \$60,000 in electricity costs for these aerators.

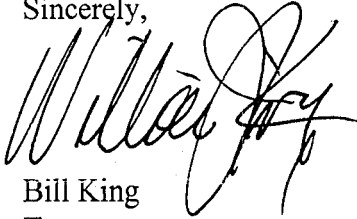
In subsequent conversations with your representatives, we understand that NPBCID has installed 78 aerators in PGA National over the years and, except for four or five (including our two), has always paid for both the equipment and electricity costs. These costs are included in our real estate tax bills each year under the expense line funding the NPBCID. Consequently, our homeowners have been paying the electric bill for our aerators as well as sharing the cost for both equipment and electricity for all other aerators in PGA National. Your representative explained that in addition to the equipment the electricity costs for all aerators installed since 2002 in PGA National have been paid by NPBCID. This is not what our residents consider fair treatment by NPBCID – as we are subsidizing the electric costs for all other communities in PGA National through our tax bill as well as paying directly the costs for electricity on your aerators here in The Island.

OCT 28 2020 PM12:56

Therefore, we believe our homeowners should be reimbursed for the difference in costs between what we paid directly to FP&L for electric service on the aerators here and the cost of spreading these charges over all real estate tax bills throughout PGA National – the \$60,000 plus figure mentioned earlier.

We would like to discuss this further with you, provide additional details and hope to resolve this issue in an amicable fashion. You may contact me or we will be contacting your office to setup a mutually agreeable time.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill King". The signature is fluid and cursive, with a large initial "B" and "K".

Bill King
Treasurer
Island POA Inc.
561-757-0675

Cc: Ken Endick
President
Island POA Inc.



FILE COPY

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

October 29, 2020

Mr. William King, Treasurer
The Island Property Owners Association, Inc.
c/o FirstService Residential Florida, Inc.
11621 Kew Gardens Avenue, Suite 200
Palm Beach Gardens, FL 33410

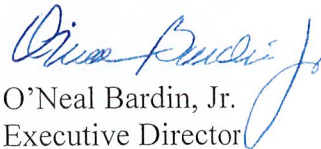
RE: Unit of Development No. 11 – PGA National
The Island Property Owners Association Aerator Inquiry

Dear Mr. King:

I received your letter, dated October 26, 2020, regarding the aerators in the lake. I need to look into your claims and will contact you early next week.

Thank you for your consideration.

Sincerely,


O'Neal Bardin, Jr.
Executive Director

ONB/sps

c: C. Danvers Beatty
Dawn Levenstein

O'Neal Bardin Jr.

From: O'Neal Bardin Jr.
Sent: Tuesday, December 29, 2020 11:53 AM
To: 'kingwilliam@logicalds.com'
Cc: Danvers@npbcid.org; Katie Roundtree; Susan Queen (susan.queen@fsresidential.com)
Subject: The Island

Thank you for your call this morning. I have been working on Northern's response to your letter about the Island Property Owners Association payment of utility bills for the aerator(s) in the community lake. As I previously explained, I do not know why the Association opened the account(s) with Florida Power and Light for the provision of electric service to the aerator(s) owned by Northern. I don't question your estimate of the cost of this service at \$60,000 for this 30 year period. As your letter states, Northern pays the utility costs for its aerators in PGA National through the levy of special assessments. In your letter, you are requesting Northern reimburse the Association for the \$60,000 expense.

We have performed a title search of the two lots between which we believe the electrical service has been installed. There does not appear to be a Utility Easement encumbering either lot. Today, we are having a contractor electronically locate the service line so that our surveyor can create a legal description and sketch of the area over which Northern will require an easement so that we can take over this service line. Thereafter, we will discuss with the property owner(s) a grant of easement to Northern.

Our Board of Supervisors is scheduled to meet on January 27, 2021 to discuss this matter. The Board meets in our Boardroom at 359 Hiatt Drive, Palm Beach Gardens, Florida at 8:00 am and you are invited to attend this public meeting. I am proposing that Northern reimburse The Island Property Owners Association for the cost of \$8,000 for the past 4 years authorized under the Florida Statute of Limitation and requiring The Island enter an agreement releasing Northern from any further responsibility in the matter. I am also recommending the Board of Supervisors accept the utility easement protecting and preserving the utility service. The reimbursement will be conditioned upon Utility Easement and the Release. I will provide you with copies of these documents once they have been prepared. We will work directly with the homeowner(s) regarding the easement.



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Adrian M. Salee
Ellen T. Baker

DATE: January 27, 2021

FROM: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 15 - Villages of Palm Beach Lakes
Consider Resolution Approving Second Amendment to Plan of Improvements
(2021-01)

Background

Northern created Unit of Development No. 15 and adopted the Plan of Improvements (POI), dated March 1981. The land within this Unit is the Villages of Palm Beach Lakes, a Planned Community Development. All of the elements included in the POI, as amended, have been constructed. This Second Amendment is hyper-technical and adds the words “**or non-ad valorem assessments**” to the third paragraph on page 16 of the original POI as shown below:

Upon completion of the Plan of Improvements, as amended, NPBCID (previously known as NPBCWCD) will retain ownership and assess taxes **or non-ad valorem assessments** on the unit properties for maintenance within NPBCID waterways.

The purpose of the amendment is to bring the POI into compliance with a recent change in Florida Statutes that clarifies that non-ad valorem assessments and taxes are not the same.

Fiscal Impact

There are no fiscal impacts associated with this change.

Recommendation

Northern Staff, General Counsel and the District Engineer recommend the Board of Supervisors approve the attached Resolution No. 2021-01.

RESOLUTION NO. 2021-01

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
APPROVING THE SECOND AMENDMENT TO THE PLAN OF
IMPROVEMENTS FOR UNIT OF DEVELOPMENT NO. 15**

WHEREAS, NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT is an independent special district of the State of Florida, having been created in 1959 and currently operating in accordance with Chapter 2000-467, Laws of Florida, as amended, and applicable provisions of Chapter 298, Florida Statutes (together the “Act”); and

WHEREAS, Chapter 2000-467, Laws of Florida, as amended, authorizes Northern’s Board of Supervisors to create separate Units of Development within Northern’s jurisdictional boundaries; and

WHEREAS, Northern’s Board of Supervisors did previously create Northern Palm Beach County Improvement District, Unit of Development No. 15; and

WHEREAS, Northern’s Board of Supervisors previously adopted a Plan of Improvements and First Amendment thereto for Unit of Development No. 15; and

WHEREAS, in accordance with the Act, Northern’s Board of Supervisors has the power and authority to change, alter and amend a previously approved Plan of Improvements by resolution, provided that Northern’s District Engineer certifies that all lands subject to the original Plan of Improvements, as amended, will receive the same or greater benefits as previously assessed and that the estimated costs of the Plan of Improvements as so further amended will not exceed the total benefits previously assessed; and

WHEREAS, Northern’s District Engineer has prepared and submitted: (a) a proposed Second Amendment to the Plan of Improvements for Unit of Development No. 15, a copy of which Second Amendment is attached hereto and identified as Exhibit "A" and (b) the aforementioned required District Engineer certification as to the Second Amendment’s effect on the previously assessed benefits and estimated costs, a copy of which certification is attached hereto and identified as Exhibit “B”.

NOW, THEREFORE, be it resolved by the Board of Supervisors of Northern Palm Beach County Improvement District, as follows:

1. The Board finds that Northern’s District Engineer has submitted the required certification, which in accordance with the Act, permits the Board to consider approving the Second Amendment to the Plan of Improvements for Unit of Development No. 15 by resolution.
2. In reliance upon Staff’s recommendation, plus the above District Engineer certification, the Second Amendment to the Plan of Improvements for Unit of Development No. 15 is hereby approved and adopted.

3. Implementation of the Second Amendment to the Plan of Improvements for Unit of Development No. 15 shall be subject to: (a) the previously adopted Commissioner's Report for the Unit, (b) any currently applicable South Florida Water Management District permits, (c) the provisions of Chapter 373, Florida Statute, if permit modifications are necessary and (d) the obtaining of any additional applicable or necessary permits required under Chapters 253, 373 or 403, Florida Statutes, including Rules promulgated thereunder.

4. Northern's general counsel is hereby authorized to take all appropriate actions necessary to effectuate the binding effect of the Second Amendment to the Plan of Improvements for Unit of Development No. 15 upon the owners of all real property located within said Unit, including their successors and assigns.

5. If any provision of this Resolution shall be held or deemed by final action of a judicial authority to be illegal, inoperative or unenforceable in any context, the same shall not affect any other provision herein or render any other provision hereof (or such provision in any other context) invalid, inoperative or unenforceable to any extent whatsoever.

6. This Resolution shall be filed with the Secretary of Northern Palm Beach County Improvement District.

7. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

8. This Resolution shall take effect immediately upon its adoption.

THIS RESOLUTION PASSED AND WAS ADOPTED UNANIMOUSLY BY THE BOARD OF SUPERVISORS OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ON JANUARY 27, 2021.

{DISTRICT SEAL}

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST: _____
Assistant Secretary

By: _____

Print: _____

Title: _____

UNIT OF DEVELOPMENT No. 15

Second Amendment to Plan of Improvements

VILLAGES OF PALM BEACH LAKES

JANUARY 2021

Northern Palm Beach County Improvement District



1500 Gateway Boulevard
Suite 200
Boynton Beach, Florida 33426
561-697-7000
561-697-7051 - fax

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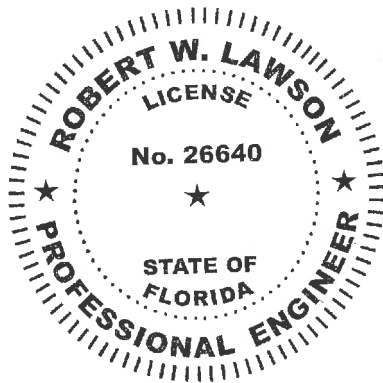
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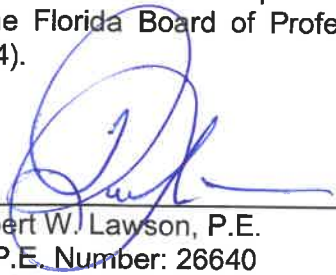
DISCLAIMER

This document is a copy and is being provided at the request of **Northern Palm Beach County Improvement District** for informational purposes only. The signed and sealed original of this document was filed with **Northern Palm Beach County Improvement District**, 359 Hiatt Drive, Palm Beach Gardens, Florida.

ENGINEER'S CERTIFICATION

I **HEREBY CERTIFY**, as a Professional Engineer in the State of Florida, that the information in this **Second Amendment to the Plan of Improvements for Northern Palm Beach County Improvement District Unit of Development No. 15 – Villages of Palm Beach Lakes** was assembled under my direct responsible charge. This Second Amendment is not intended or represented to be suitable for any reuse without specific verification or adoption by the Engineer. This verification is provided in accordance with the Florida Board of Professional Engineers' Rule on Certification under Chapter 61G15-18.011(4).




Robert W. Lawson, P.E.
FL P.E. Number: 26640

1-4-21
Date

ARCADIS U.S., Inc.
1500 Gateway Boulevard, Suite 200
Boynton Beach, FL 33426
Phone: 561-697-7000
Fax: 561-697-7751

I. INTRODUCTIONS

A. General

Unit 15 encompasses an area of approximately 1300 acres located in Sections 1 and 12, Township 43 South, Range 42 East, and Sections 6, 7, 18 and 19, Township 43 South, Range 43 East in the City of West Palm Beach. The Unit is generally located north of Palm Beach Lakes Boulevard between Military Trail and I-95.

Unit of Development No. 15, also known as the Villages of Palm Beach Lakes, is a Planned Community Development (P.C.D.) consisting of single-family and multi-family residences, commercial, office and institutional property, and two golf courses. The original Plan of Improvement was prepared in March 1981 and later revised in September of 2000 by a First Amendment thereto.

B. Status of Construction Related to the Plan of Improvements

The improvements listed in the Plan of Improvements, as amended, for Unit of Development No. 15 included clearing and debris removal from approximately 1050 acres of unit lands, construction of the surface water management system including lakes, canals, water control structures, bridges and culverts required to allow the water management system to function.

Construction of all elements included in the Plan of Improvements, as amended, have been completed.

II. SECOND AMENDMENT

A. Description of the Second Amendment to the Plan of Improvements

The purpose of the Second Amendment to the Plan of Improvements is to amend the language contained on Page 16 of the original Plan pertaining to Northern Palm Beach County Improvement District's method of funding the maintenance of the improvements that it owns and maintains within the Unit.

The paragraph referenced above is hereby amended to read as follows:

*Upon completion of the Plan of Improvements, as amended, NPBCID (previously known as NPBCWCD) will retain ownership and assess taxes **or non-ad valorem assessments** on the unit properties for maintenance within NPBCID waterways.*

B. Amended Maintenance Responsibilities

Northern's maintenance responsibilities, should this Second Amendment be adopted, will remain unchanged.



O'Neal Bardin, Jr., Executive Director
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, FL 33418

Arcadis U.S., Inc.
1500 Gateway Boulevard
Suite 200
Boynton Beach
Florida 33426
Tel 561 697 7000
Fax 561 369 4731
www.arcadis.com

Subject:
NPBCID Unit of Development No. 15
Villages of Palm Beach Lakes
Second Amendment to the Plan of Improvements

INFRASTRUCTURE

Dear Mr. Bardin:

Date:
January 4, 2021

Pursuant to Section 26 (C), Chapter 2000-467 Laws of Florida, as amended, I hereby certify that all lands subject to the original Plan of Improvements for Unit of Development No. 15, to the extent that said lands are affected by this Second Amendment to the Plan of Improvements for Unit of Development No. 15, will receive the same or greater benefits as previously assessed and that the estimated cost including the changes and amendments does not exceed the total benefits assessed.

Contact:
Robert W. Lawson, P.E.

Phone:
561-697-7002

Email:
bob.lawson@arcadis.com

Please include this letter with the Plan Amendment that is being presented to the Board of Supervisors on January 27, 2021.

Our ref:
WF0590GE.0150

If you have any questions, please contact me directly.

Florida License Numbers

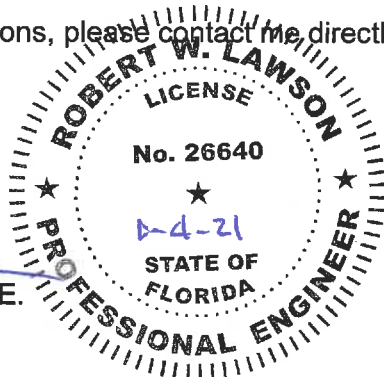
Sincerely,
Arcadis U.S., Inc.

Engineering
7917

Geology
GB564

Surveying
LB7062

Robert W. Lawson, P.E.
Vice President



Copies:

Ken Edwards – Caldwell Pacetti Edwards Schoech & Viator LLP



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Adrian M. Salee
Ellen T. Baker

DATE: January 27, 2021

FROM: O’Neal Bardin Jr., Executive Director

RE: Unit of Development No. 16 – Palm Beach Park of Commerce
Consider Exchange Agreement

Background

YTG Palm Beach IG NR, LP (YTG), the Park developer, is providing preconstruction services for a purchaser of property in Unit 16. Currently, Northern owns a drainage easement within which Northern owns and maintains a drainage ditch. The drainage ditch is to be filled and the easement released by Northern. In turn, the Exchange Agreement provides for underground drainage facilities to be constructed in an alternative location by YTG. This alternative location will be encumbered by a new drainage easement dedicated per plat while the existing ditch will be encumbered by a replacement easement as identified in the agreement. The Exchange Agreement sets forth the steps necessary to release the easement(s) and relocate the facilities in a sequence that will not interrupt the provision of stormwater protection to offsite parcels. There are also provisions in the agreement which address the event of a failure by YTG to timely conclude its responsibilities.

Fiscal Impact

The costs associated with this agreement will be recovered through the permit and plat review programs.

Recommendation

Northern Staff, District Engineer and General Counsel recommend the adoption of the Exchange Agreement by Northern’s Board of Supervisors.

**EXCHANGE AGREEMENT
(Unit of Development No. 16)**

THIS EXCHANGE AGREEMENT (the “Agreement”) shall be dated the ____ day of _____, 2021, and is being entered into by and between YTG PALM BEACH IG NR, LP, a Delaware Limited Partnership whose office address is 1776 Peachtree Street NW, Suite 100, Atlanta GA 30309 (hereinafter referred to as the “Developer”) and Northern Palm Beach County Improvement District, an independent special district of the State of Florida, whose mailing address is 359 Hiatt Drive, Palm Beach Gardens, Florida 33418 (hereinafter referred to as “Northern”).

WITNESSETH:

WHEREAS, in order to assist the Developer with implementation of its project within Northern’s Unit of Development No. 16 (hereinafter referred to as “Unit No. 16”), the Developer and Northern have agreed to carry out an exchange of certain hereinafter described real and/or personal property interests; and

WHEREAS, Northern owns a drainage easement within which it is currently operating and maintaining a drainage canal, (the “Existing Canal”), the legal description of said drainage easement is contained in attached Exhibit “A” (the “Existing Drainage Easement”); and

WHEREAS, the Developer is in the process of replatting the parcel of real property within which the Existing Drainage Easement is located, such replat being hereinafter referred to as “Pending Replat No. 19”; and

WHEREAS, the Developer intends to fund, design, permit and install new underground drainage culverts, a general description of which is set forth in attached Exhibit “B” (currently referred to herein as the “New Drainage Facilities”), provided, however, a more specific description of such facilities will be used for the hereinafter described Bill of Sale Absolute that is to be used to convey such facilities to Northern; and

WHEREAS, one portion of the New Drainage Facilities is to be installed on or within a tract of real property currently owned by the Developer, another portion to be installed within real property owned by the Palm Beach Park of Commerce Association, Inc. (the “Association”) and a third portion is to be installed within Northern’s Park of Commerce Blvd; and

WHEREAS, the portion of the Developer’s real property wherein New Drainage Facilities are to be installed is described in attached Exhibit “C” and is to be encumbered by a new drainage easement that is to be dedicated to Northern in Pending Replat No. 19, said new dedicated drainage easement is hereinafter referred to as the “New Dedicated Drainage Easement”; and

WHEREAS, the portion of the Association’s real property wherein New Drainage Facilities are to be installed is described in and is to be encumbered by a drainage easement granted to Northern, said drainage easement is attached hereto as Exhibit “D” and hereinafter referred to as the “Association Drainage Easement”; and

WHEREAS, the portion of Northern's Park of Commerce Blvd. wherein New Drainage Facilities are to be installed shall be identified and described in the Northern permit that is issued and authorizes such activity; and

WHEREAS, once the New Drainage Facilities are installed within the New Dedicated Drainage Easement, the Association Drainage Easement and Northern's Park of Commerce Blvd., said facilities are required to be conveyed to Northern in accordance with the terms and provisions of this Agreement; and

WHEREAS, in consideration of the Developer's required: (i) dedication to Northern of the New Dedicated Drainage Easement, (ii) obtaining and recording of the Association Drainage Easement, (iii) funding, design, permitting, construction, and installation of the New Drainage Facilities, and (iv) the conveyance to and acceptance by Northern of the New Drainage Facilities, Northern has agreed to release its Existing Drainage Easement in accordance with the terms of this Agreement; and

WHEREAS, the Developer and Northern have determined that it is mutually beneficial and in their respective best interests, including that of their tenants, residents and landowners within Unit No. 16, to enter into this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants and agreements hereinafter set forth herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

Section 1. RECITALS. The above recitals are true and correct to the best of the knowledge of the party making such representation and are incorporated herein by this reference.

Section 2. RELEASE OF EXISTING DRAINAGE EASEMENT.

2.01 Concurrently with its execution of this Agreement, Northern shall execute the Release of Easement (the "Release of Easement") that is attached hereto and identified as Exhibit "E". The Release of Easement shall be promptly delivered to the hereinafter identified attorney (the "Escrow Agent") for the Developer and held "in escrow" by such Escrow Agent. The Release of Easement shall be released from escrow and recorded by the Escrow Agent in the Public Records of Palm Beach County, Florida upon satisfaction of the following conditions precedent, namely: (a) that Pending Replat No. 19 contains Northern's signed acceptance of the dedication to it of the New Dedicated Drainage Easement, (b) the submittal to Palm Beach County of such Pending Replat No. 19 for approval, execution and recording in the Public Records of Palm Beach County, Florida and (c) the recording of the Association Drainage Easement.

2.02 If Pending Replat No. 19 and the Association Drainage Easement are not recorded in the Public Records of Palm Beach County on or before one (1) year from the Effective Date of this Agreement, the Release of Easement, whether recorded or not, shall thereupon become null and void ab initio and the subject Existing Drainage Easement shall thereupon be reinstated with full force and effect. If as of such reinstatement date any modifications have been made by the Developer to the Existing Canal or Northern's Park of Commerce Blvd., the Developer shall promptly and at no cost to Northern return the Existing Canal and Northern's Park of Commerce Blvd. to a condition substantially equivalent to that as was in existence prior to such modification.

2.03 Upon: (a) the Developer's timely achievement of Final Completion, as hereinafter defined, of the New Drainage Facilities, (b) the Developer's provision to Northern of the hereinafter specified Conveyance Documentation pertaining thereto, and (c) the Developer's receipt of written approval and acceptance thereof by Northern of the New Drainage Facilities, Northern shall be obligated to deliver to the Developer a written release of the hereinafter defined Replacement Easement.

Section 3. LICENSE, REPLACEMENT EASEMENT AND NEW DRAINAGE FACILITIES

3.01 Developer hereby agrees that it shall design, permit, construct and install the New Drainage Facilities at the Developer's sole cost and expense, the construction and installation of which shall be carried out within the New Dedicated Drainage Easement, Association Drainage Easement and Northern's Park of Commerce Blvd. in accordance with the terms and conditions of this Agreement and the associated Northern permit authorizing such activity.

3.02 It is specifically understood and the Developer hereby acknowledges and agrees that upon the recording of the Release of Easement, Northern shall have a license (the "License") to continue its current operation and maintenance of the Existing Canal within the area described in attached Exhibit "A", which License shall also include but not be limited to: (a) the right of reasonable ingress and egress of personnel, motor vehicles, construction equipment and construction materials thereto and thereon, (b) the right to place, store or park, as the case may be, materials, supplies and construction related materials and equipment within said area, and (c) the right to carry out minor excavation, repair, replacement and maintenance activities to the Existing Canal works and facilities located therein.

Until such time as the recording of the hereinafter defined Replacement Easement, no one shall be entitled to interfere with Northern's exercise of the License. Any such interference shall be a material violation of this Agreement entitling Northern to seek such legal or administrative remedies as it deems necessary and appropriate, including injunctive relief without the necessity of posting a bond or security.

3.03 Concurrently with its execution and delivery of this Agreement, the Developer shall also properly execute and deliver to Northern a Replacement Easement in the format attached hereto and identified as Exhibit "F" (said document being referred to herein as the "Replacement Easement"). The Replacement Easement shall be held in escrow by Northern for: (i) recording in the Public Records of Palm Beach County once Pending Plat No. 19 is recorded or (ii) returned to the Developer if the Existing Drainage Easement is reinstated pursuant to above subsection 2.02.

3.04 Developer represents and warrants that the New Drainage Facilities shall be funded, designed, permitted, constructed and installed in accordance with: (i) plans and specifications prepared by Developer that are signed, sealed and certified to and approved by Northern, and (ii) all permits necessary for such construction and installation, including the one to be issued by Northern as to the Developer's installation of the New Drainage Facilities, which Northern permit shall be evidence of Northern's approval of such submitted plans and specifications.

3.05 The Developer's installation of the New Drainage Facilities shall achieve Substantial Completion within five (5) years following the recording of Pending Replat No. 19. The phrase 'Substantial Completion' shall mean the installation and construction of the New Drainage Facilities shall have progressed to the point where, in the opinion of the project engineer for such installation, they are sufficiently complete so that both can be utilized for the storage and drainage purposes for which they are intended. The project engineer shall certify in writing to the Developer and Northern once

Substantial Completion has been achieved, the date thereof and list any items that still need to be completed or replaced and promptly send such certification to the Developer and Northern.

3.06 Following issuance of the project engineer's certificate of Substantial Completion, the Developer shall have 75 days (the "Final Completion Deadline") to achieve 'Final Completion', which means that the list of items affixed to the project engineer's certificate of Substantial Completion that needed to be completed or corrected has been achieved. Within 10 business days following the Final Completion Deadline, the project engineer shall either: (a) certify in writing to the Developer and Northern that Final Completion has been achieved and promptly send such certification of Final Completion to the Developer and Northern or (b) notify the Developer and Northern in writing of the Developer's failure to timely achieve Final Completion.

Northern and the Developer shall have 15 business days from receipt of either the certification of Final Completion or notification of failure to achieve Final Completion to inform the other in writing if they dispute the project engineer's certification of Final Completion or notification of failure to achieve Final Completion. If such dispute is not resolved within 30 calendar days following such notice, either party may elect to proceed with the remedies authorized in this Agreement.

3.07 To ensure the timely completion by the Developer of the design, permitting, construction, installation of the New Drainage Facilities, the Developer or its duly engaged and properly licensed general contractor shall be obligated to obtain and provide EJCDC Payment and Performance Bonds in an amount equivalent to the project engineer's estimated cost of construction of such work and said Bonds shall reflect Northern as an insured party under such Bonds, copies of which shall be provided to Northern before issuance of a notice to proceed to the general contractor.

Section 4. CONVEYANCE OF NEW DRAINAGE FACILITIES

4.01 Unless notice of a dispute is given pursuant to Section 3.06, the New Drainage Facilities shall be conveyed to Northern pursuant to Section 5 and within 10 business days following issuance and delivery to Northern and the Developer of the project engineer's certification of Final Completion.

4.02 If the Developer is unable or should fail to conclude the conveyance of the New Drainage Facilities to Northern at or before the Closing Date, as hereinafter defined, Northern shall be entitled to terminate this Agreement by provision of written notice to the Developer or elect to proceed with an action for specific performance or damages as it shall deem appropriate.

Section 5. CONVEYANCE DOCUMENTATION.

5.01 Unless a dispute is filed pursuant to Section 3.06, during which delivery of the hereinafter listed submittals shall be held in abeyance pending resolution thereof, the following listed documentation shall be provided to Northern for approval and/or acceptance, as the case may be, on or before ten (10) business days after delivery to Northern and the Developer of the certificate(s) by the project engineer of Final Completion of the New Drainage Facilities (the "Closing Date"):

- (a) Affidavit of Ownership and No Liens.
- (b) Reports, if any, regarding the condition of the acreage, including soil and environmental reports, encumbered by the New Drainage Dedicated Easement and Association Drainage Easement.

- (c) Signed Bill of Sale Absolute in the form of attached Exhibit “G” for the conveyance of goods, chattels, facilities and structures comprising components of the installed New Drainage Facilities, including by way of example but not limitation, detailed descriptions of the subject as-built and installed culverts, pipes, headwalls, and riprap.
- (d) Signed and sealed “As Built” plans, specifications and drawings for the New Drainage Facilities.
- (e) Copies of all permits, record drawings, and surveys applicable thereto including the acceptance by South Florida Water Management District if required.
- (f) Assignment of any warranties and guarantees applicable to the New Drainage Facilities being conveyed.
- (g) Release of security interests of whatsoever nature, if any, as to the New Drainage Facilities.

5.02 On or before ten (10) days following the Developer’s satisfactory provision of the documentation listed above in subsection 5.01, the District shall thereupon record in the Public Records of Palm Beach County, Florida, a full and complete release of the Replacement Easement.

Section 6. ASSIGNMENT. The respective obligations of the parties specified herein shall not be assigned, in whole or in part, without the written consent of the other party.

Section 7. COMPLIANCE WITH LAWS. Northern and the Developer shall comply in all material respects with the statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, Palm Beach County, and of any other public authority which may be applicable to the subject matter hereof.

Section 8. ENTIRE AGREEMENT. This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties.

Section 9. NOTICES. Whenever either party desires to give notice to the other, such notice must be in writing and sent by United States mail, return receipt requested, courier, evidenced by a delivery receipt, or by overnight express delivery service, evidenced by a delivery receipt, addressed to the party for whom it is intended at the place last specified; and the place for giving notice shall remain until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice.

Developer: YTG PALM BEACH IG NR, LP
1776 Peachtree Street NW, Suite 100
Atlanta GA 30309
Attn: Mr. John E. Brees
Telephone: (770) 436-7650
Email: jbrees@tpa-grp.com

Escrow Agent: Clifford Hertz, Esq.
Nelson Mullins
One North Clematis Street, Suite 500
West Palm Beach, Florida 33401
Telephone: 561-366-5335
Email: Clifford.Hertz@nelsonmullins.com

Northern: Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418
Attn.: Executive Director
Telephone: (561) 624-7830
Email: office@npbcid.org

Section 10. LIABILITY. The parties to this Agreement shall not be deemed to assume any liability for the negligent or wrongful acts or omissions of the other party. Nothing contained herein shall be construed as a waiver by Northern of the liability limits established in Section 768.28, Florida Statutes.

Section 11. AMENDMENTS. Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality as this Agreement by the parties hereto.

Section 12. GOVERNING LAW. The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 13. VENUE AND ELECTION OF REMEDIES. Any and all legal action arising out of this Agreement or necessary to enforce this Agreement shall be held in the Fifteenth Judicial Circuit in and for Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereinafter existing at law or in enquiry or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

Section 14. WAIVER OF JURY TRIAL. The parties hereby waive any rights they may have to a jury trial in any litigation arising out of or related to this Agreement and agree that they shall not elect a trial by jury. The parties hereto have separately, knowingly and voluntarily given this waiver of rights to trial by jury with the benefit of competent legal counsel.

Section 15. DISCRIMINATION. The parties agree that no person shall on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status or sexual orientation be excluded from the benefits of or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

Section 16. SEVERABILITY. In the event any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding unless it materially affects any one or more of the substantive intent and understandings of the parties, including any of their obligations, as contained in this Agreement, shall not affect the remaining portions of this Agreement and the remaining

portions of the Agreement shall remain in full force and effect. However, if a final non-appealable judicial holding should materially affect one or more of the substantive intents and understandings of the parties, including their obligations hereunder, and the parties are unable to reach a mutually acceptable understanding as to how to proceed with the intent of the Agreement within ninety (90) days of such holding then in such event the real property ownership interests of the parties shall be returned by the party that received the property interest to the grantor of same in order to achieve the state of ownership which existed immediately prior to the Effective Date of this Agreement, following which this Agreement thereupon be terminated.

Section 17. CONSTRUCTION. The parties acknowledge that they have shared equally in the drafting and preparation of this Agreement and, accordingly, no Court, Mediator or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other and every covenant, term and provision of this agreement shall be construed simply according to its fair meaning.

Section 18. HEADINGS. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise effect in any way the meaning or interpretation of this Agreement.

Section 19. ESCROW. The Escrow Agent is acting solely as a repository for documents at the request and for the convenience of the parties and shall not be deemed to be the agent of either of the parties. The Escrow Agent shall not be liable to either of the parties for any action or omission taken or made in good faith and not in disregard of this Agreement, but shall be liable for its gross negligence or willful misconduct. Developer shall indemnify and hold the Escrow Agent harmless from and against any costs, expenses or damages, including reasonable attorneys' fees incurred in connection with the performance of the Escrow Agent's duties hereunder, except as otherwise provided. The Escrow Agent may resign at any time upon notice to the parties and shall deliver any documents which the Escrow Agent may then be holding to the party designated as successor escrow agent in writing by both Northern and Developer.

Section 20. RECORDING. This Agreement shall not be recorded in the Public Records of Palm Beach County, Florida unless agreed to in writing by the parties.

Section 21. EXTENSIONS. This Agreement may be extended for one (1) additional five (5) year term at the discretion of the Developer by the Developer's provision of notice to the District of the exercise of such discretionary extension, with said notice to be delivered on or before the Extension Deadline Date, unless the Agreement has otherwise already lapsed pursuant to the terms of this Agreement.

Section 22. DISCLOSURE. The Developer shall be obligated to timely provide a copy of this Agreement to any successor, assignee, mortgagee or purchaser reasonably before such entity should obtain or become under contract to obtain a property interest in the acreage which is the subject of Pending Replat No. 19.

Section 23. COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 24. EFFECTIVE DATE OF AGREEMENT. This Agreement shall be dated as of the date it is signed by the last of the parties to sign same.

IN WITNESS WHEREOF, YTG PALM BEACH IG NR LP and Northern Palm Beach County Improvement District have caused these presents to be executed in their respective names by their proper officials the day and year hereinafter written.

YTG PALM BEACH IG NR, LP, a Delaware limited partnership

By: YTG Florida, LLC, a Delaware limited liability company, Its: General Partner

By: YTG Ventures, LP, a Delaware limited partnership, Its: sole Member

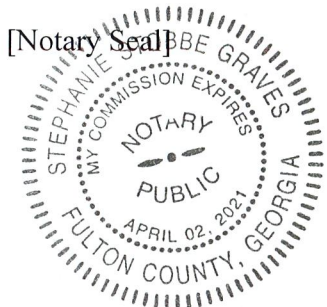
By: YTG Investors, LLC, a Georgia limited liability company, Its: General Partner

BY: _____
J. Bradford Smith
Title: Manager

STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 18 day of December, 2020, by J. Bradford Smith as Manager of YTG Investors, LLC, a Georgia limited liability company, as general partner of YTG Ventures, LP, a Delaware limited partnership, the sole Member of YTG Florida, LLC, a Delaware limited liability company, the General Partner of YTG Palm Beach IG NR, LP, a Delaware limited partnership, on behalf of the partnership; who [] is personally known to me, OR [] has produced _____ as identification.



Notary Public, State of Georgia
Print Name: Stephanie Stobbe Graves
My commission expires: April 02, 2021

[SEAL]

ATTEST:

**NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT**

By: _____
Assistant Secretary

By: _____
Print: Matthew J. Boykin
Title: President
Date: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20___, by _____, as _____, for _____.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____.

Exhibit "A"

Existing Drainage Easement

(See attached)

EXHIBIT "A"

DESCRIPTION:

A 45 FOOT DRAINAGE EASEMENT AS SHOWN ON THE PLAT OF PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 1, AS RECORDED IN PLAT BOOK 56, PAGE 172 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

ALSO BEING;
THE SOUTH 22.50 FEET OF LOT 4G OF THE SAID OF PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 1;
TOGETHER WITH;
THE NORTH 22.50 FEET OF PARCEL 2A OF PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 13 REPLAT, AS RECORDED IN PLAT BOOK 127, PAGE 137 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

CONTAINING 30,600 SQUARE FEET OR 0.7025 ACRES, MORE OR LESS.
SAID LANDS SITUATE IN SECTION 18, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.


NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON A PLAT BEARING ALONG THE NORTH LINE OF PARCEL 2A, PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT 13 REPLAT AS RECORDED IN PLAT BOOK 127, PAGE 137, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WHICH LINE BEARS NORTH 88°51'46" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
6. RECORDING INFORMATION SHOWN HEREON IS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 2, 2020. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 2

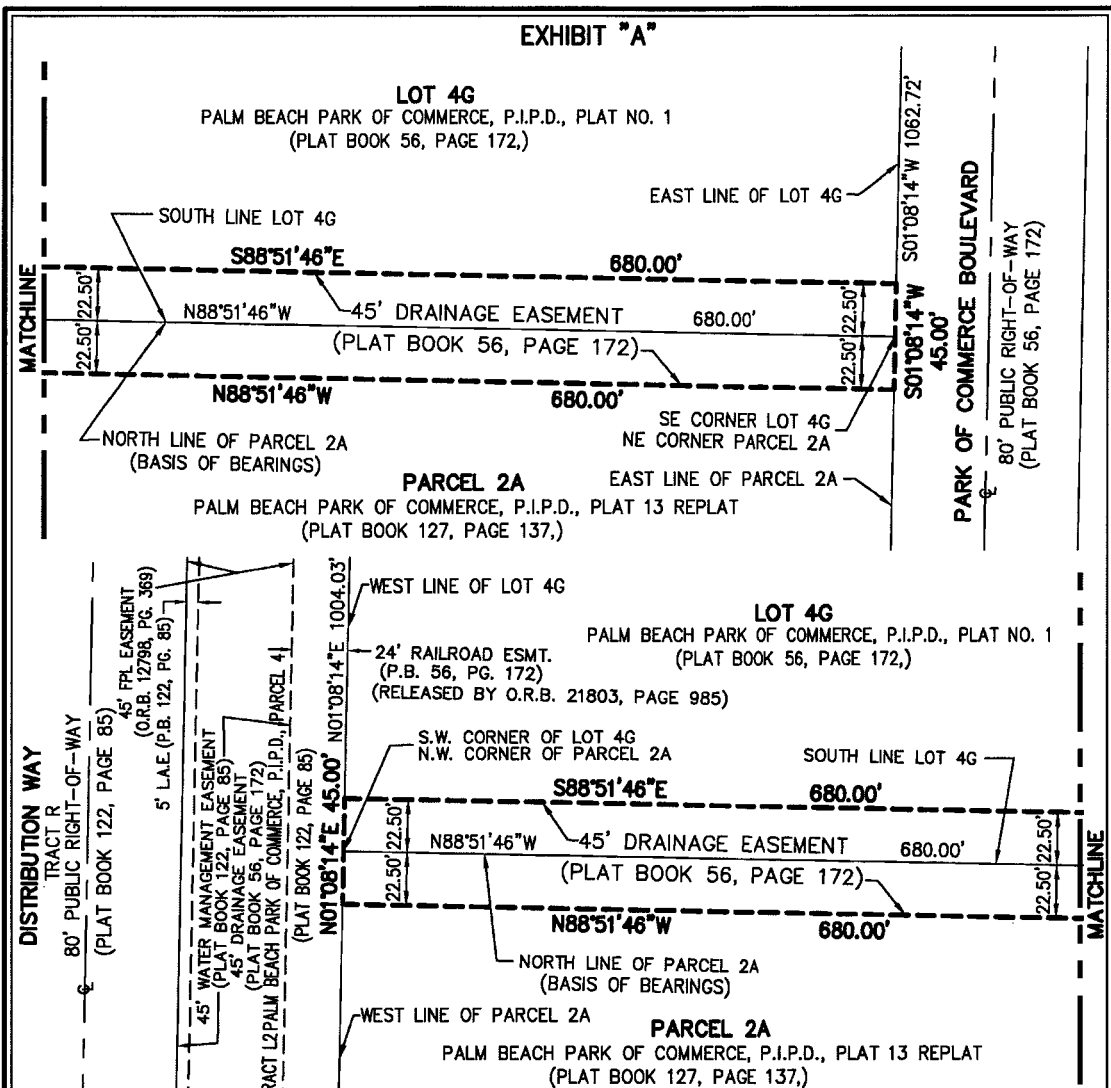
	CAULFIELD & WHEELER, INC.
	CIVIL ENGINEERING - LAND SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452

**PALM BEACH PARK OF COMMERCE P.I.P.D.
45 FOOT DRAINAGE EASEMENT
SKETCH OF DESCRIPTION**

David Lindley	<small>Digitally signed by David Lindley DN: cn=David P. Lindley, o=Caulfield & Wheeler, Inc., ou=Surveying, email=DLindley@caulfieldandwheeler.com, c=US</small>
DAVID P. LINDLEY	
REGISTERED LAND	
SURVEYOR NO. 5005	
STATE OF FLORIDA	
LB# 3591	

DATE	12/2/20
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	8655 DEABAN

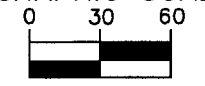
EXHIBIT "A"



LEGEND

- ⊕ - CENTERLINE
- FPL - FLORIDA POWER & LIGHT
- L.A.E. - LIMITED ACCESS EASEMENT
- O.R.B. - OFFICIAL RECORD BOOK
- P.B. - PLAT BOOK
- PG. - PAGE

GRAPHIC SCALE



1 INCH = 60 FT.

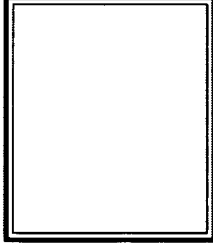


NORTH

SHEET 2 OF 2

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

**PALM BEACH PARK OF COMMERCE P.I.P.D.
 45 FOOT DRAINAGE EASEMENT
 SKETCH OF DESCRIPTION**



DATE	12/2/20
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	1"=60'
JOB NO.	8655 DEABAN

Exhibit "B"

New Drainage Facilities

THE PROPOSED NEW DRAINAGE FACILITIES ARE AS FOLLOWS:

LENGTHS ARE APPROXIMATE:

60 LF – 30 INCH RCP

700 LF – 48 INCH RCP

400 LF – 54 INCH RCP

260 LF – 34 INCH X 23 INCH ELLIPTICAL RCP

FDOT APPROVED DRAINAGE STRUCTURES:

8 (EIGHT) DRAINAGE STRUCTURES ALONG WITH AN FDOT HEADWALL AND
SLOPE PROTECTION AT OUTFALL

Exhibit "C"

(See attached description of Developer's Real Property
where New Drainage Facilities are to be installed)

EXHIBIT "A"

DESCRIPTION:

A PORTION OF PARCEL 2A AS SHOWN ON THE PLAT OF PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 13 REPLAT, AS RECORDED IN PLAT BOOK 127, PAGE 137 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL 2A; THENCE, ALONG THE EAST LINE OF SAID PARCEL 2A, THENCE N.01°08'14"E., A DISTANCE OF 1.73 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHERLY ALONG SAID EAST LINE, A DISTANCE OF 30.11 FEET; THENCE N.84°04'02"W., A DISTANCE OF 212.46 FEET; THENCE N.88°51'46"W., A DISTANCE OF 201.96 FEET; THENCE S.87°37'19"W., A DISTANCE OF 266.83 FEET TO A POINT OF INTERSECTION WITH THE WEST LINE OF SAID PARCEL A2; THENCE S.01°08'14"W. ALONG SAID WEST LINE, A DISTANCE OF 30.06 FEET; THENCE N.87°37'19"E., A DISTANCE OF 267.75 FEET; THENCE S.88°51'46"E., A DISTANCE OF 199.78 FEET; THENCE S.84°04'02"E., A DISTANCE OF 213.72 FEET TO THE POINT OF BEGINNING.

CONTAINING 20,438 SQUARE FEET OR 0.4692 ACRES, MORE OR LESS.
SAID LANDS SITUATE IN SECTION 18, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.


NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON A PLAT BEARING ALONG THE EAST LINE OF PARCEL 2A, PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT 13 REPLAT AS RECORDED IN PLAT BOOK 127, PAGE 137, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WHICH LINE BEARS NORTH 01°08'14" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
6. RECORDING INFORMATION SHOWN HEREON IS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 3, 2020. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 2

 **CAULFIELD & WHEELER, INC.**
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

David
Lindley

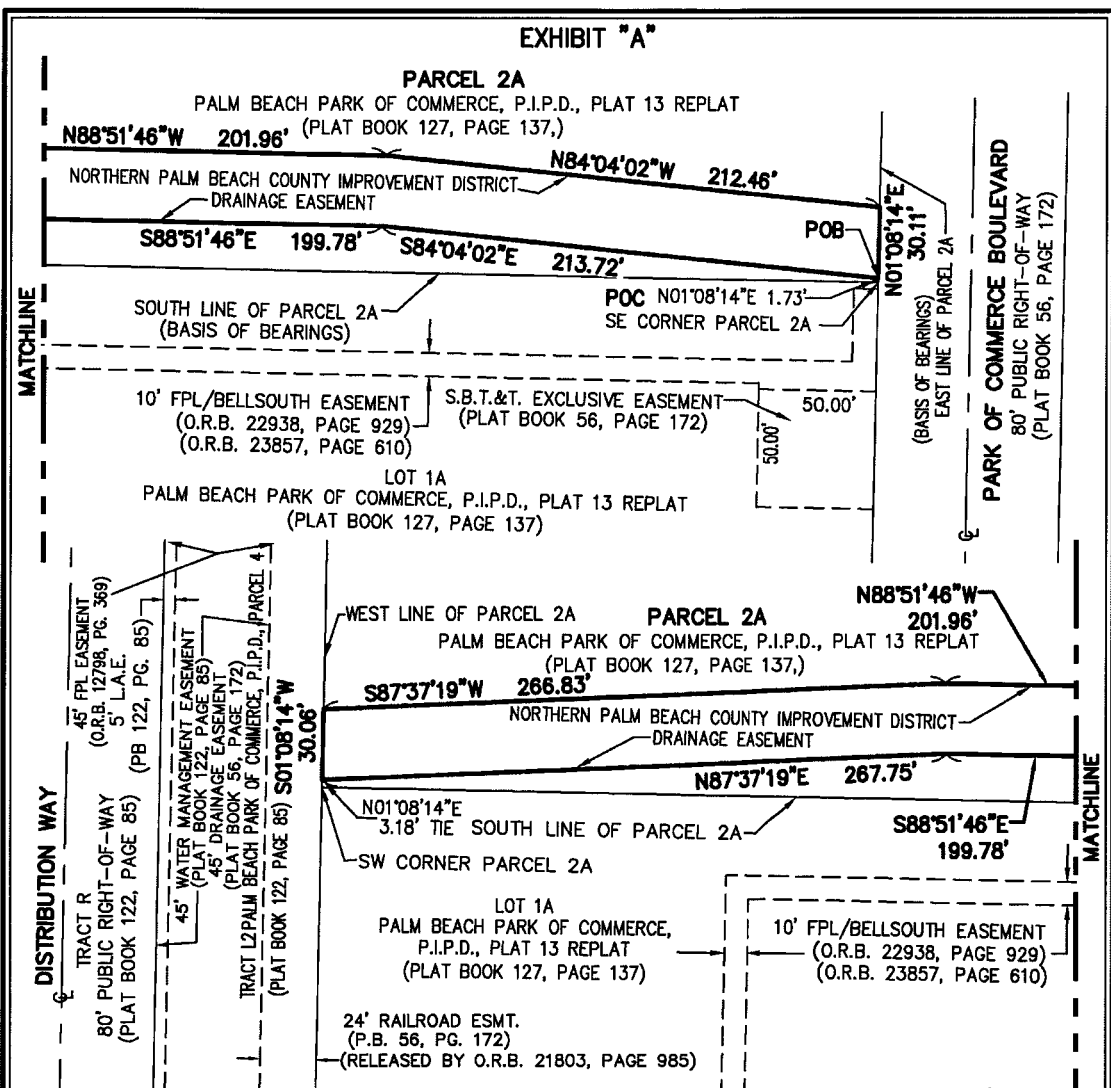
Digitally signed by David Lindley
DN: cn=US, email=, c=US, o=Nation, ou=CAULFIELD & WHEELER, INC., ou=Survey, cn=David Lindley, email=, serial=20201103092324, date=2020.11.03 09:23:24 -0500

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
LB# 3591

DATE	12/3/2020
DRAWN BY	dpl
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	8655 NPBIDDErev

PALM BEACH PARK OF COMMERCE P.I.P.D.
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
WATER MANAGEMENT EASEMENT SKETCH OF DESCRIPTION

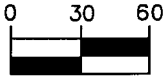
EXHIBIT "A"



LEGEND

- ⊕ - CENTERLINE
- FPL - FLORIDA POWER & LIGHT
- S.B.T.&T. - SOUTHERN BELL TELEPHONE & TELEGRAPH
- O.R.B. - OFFICIAL RECORD BOOK
- POB - POINT OF BEGINNING
- POC - POINT OF COMMENCEMENT

GRAPHIC SCALE



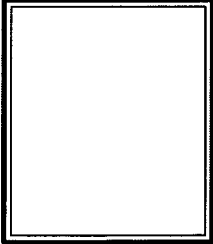
1 INCH = 60 FT.



NORTH
SHEET 2 OF 2

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

**PALM BEACH PARK OF COMMERCE P.I.P.D.
 NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
 WATER MANAGEMENT EASEMENT SKETCH OF DESCRIPTION**



DATE	12/3/2020
DRAWN BY	dpl
F.B./ PG.	NONE
SCALE	1"=60'
JOB NO.	8655 NPBIIDErev

Exhibit "D"

(See attached Association Drainage Easement)

This Instrument was Prepared by
and is to be Returned to:

Kenneth W. Edwards, Esquire
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, FL 33401

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (the "Easement"), made this _____ day of _____, 20___, is granted by Palm Beach Park of Commerce Association, Inc., a Florida not-for-profit corporation, whose address is 15132 Park of Commerce Blvd., Suite 101, Jupiter, Florida 33478, (hereinafter referred to as the "Grantor"), to Northern Palm Beach County Improvement District, an independent special district of the State of Florida, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, (hereinafter referred to as "Northern").

W I T N E S S E T H:

WHEREAS, Grantor is the record fee simple owner of that certain parcel of real property described in attached Exhibit "A" (said parcel being hereinafter referred to as the "Property"); and,

WHEREAS, Northern needs the Easement in, over, under and upon the Property for access, surface and stormwater drainage purposes; and

WHEREAS, the Grantor intends by this Easement to grant to Northern a perpetual non-exclusive drainage easement in, over, under and upon the Property for access and surface and stormwater drainage purposes.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The above recitals are hereby incorporated into this Easement and made a part hereof.

2. **DRAINAGE EASEMENT.** The Grantor hereby grants to Northern a perpetual non-exclusive easement in, over, under and upon the Property for: (a) ingress and egress usage, including that for pedestrian, vehicular and equipment purposes and (b) the installation, construction, operation, inspection, maintenance, enlargement, upgrade, repair and/or replacement of surface and stormwater drainage facilities, systems, structures and works, including pipes, culverts and appurtenances.

3. **USAGE.** (a) Northern's employees and authorized consultants, agents, licensees, suppliers and contractors are authorized to use the Property, Easement and authorizations granted herein for those purposes herein specified and (b) the Grantor agrees that unless and until specifically approved in a written permit issued by Northern, it will not authorize or allow any

trees, fences, facilities or structures to be installed in, over, under and upon the Property.

4. **ASSIGNMENT.** Northern shall not assign, convey or transfer any of the rights, authorizations or easements granted to it hereunder, either directly or indirectly, without the prior written consent of the Grantor or the then fee simple title owner, as the case may be, of the Property and any attempt to do so shall be null and void; provided, however, this prohibition shall not apply to an assignment by Northern to any other governmental entity or agency.

5. **JOINDER AND SUBORDINATION.** Grantor does hereby agree that upon Northern's written request, to provide to Northern a customary joinder and subordination agreement, in recordable form, executed by all mortgagees as to the Property, in which said mortgagees subordinate their respective mortgage interests in the Property to the easements and authorizations granted herein (while retaining their mortgage liens on the underlying fee owned by Grantor) and, if requested by Northern, a full release executed by any and all property owners, other creditors, construction lienors, or holders of any other security interests which encumber the Property that is subject to the easements and authorizations herein.

6. **WARRANTY OF TITLE.** Grantor does hereby fully warrant the fee title to said Property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, and that Grantor has good right and lawful authority to grant the above described Easement.

7. **SUCCESSORS AND ASSIGNS.** Where the context of this Easement allows or permits, the terms "Grantor" and "Northern" shall also include their respective grantees, successors and authorized assigns.

8. **PARTIES BOUND BY AGREEMENT.** This Easement, including all rights, easements, authorizations and conditions, shall be binding upon and enure to the benefit of the Grantor and Northern, together with their respective grantees, successors and authorized assigns, and shall be covenants that run with the land.

9. **MODIFICATIONS.** Any modification of this Easement shall be binding only if evidenced in a written instrument signed by each party or an authorized representative of each party in such format that is subject to recording of Public Record.

10. **ENFORCEMENT.** In the event of any controversy, claim or dispute relating to this Easement or its breach, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees, and costs.

11. **CONSTRUCTION.** The parties acknowledge that each has shared equally in the drafting of this Easement and, accordingly, no court construing this Easement shall construe it more strictly against one party than the other and every covenant, term and provision of this Easement shall be construed simply according to its fair meaning.

12. **GOVERNING LAW AND VENUE.** The easements, warranties, covenants, authorizations and agreements contained herein shall be governed by the laws of the State of

Florida as now and hereafter in force. Further, the venue of any litigation arising out of this Easement shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

13. **NOTICES.** Any notice provided for or concerning this Easement shall be in writing and shall be deemed sufficiently given when sent by prepaid certified or registered mail to the respective address of each party as set forth at the beginning of this Easement or at any subsequent address for either of the parties or their successors and assigns.

14. **EFFECTIVE DATE.** This Easement shall be effective as of the date it is signed by the last of all parties hereto to sign same.

IN WITNESS WHEREOF, the undersigned have signed and sealed this document on the day and year hereinafter set forth.

Executed by GRANTOR, this _____ day of _____, 20__.

Signed, Sealed and Delivered
in the presence of the following
subscribing witnesses:

Palm Beach Park of Commerce Association,
Inc., a not for profit corporation

Witness

By: _____

Printed Name

Print: _____

Title: _____

Witness

ATTEST:

Printed Name

By: _____

Secretary

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__, by _____, as _____, for Palm Beach Park of Commerce Association, Inc.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____.

A C C E P T A N C E

Northern Palm Beach County Improvement District, by and through its undersigned authorized officer does hereby accept and consent to the terms and conditions of this Easement this _____ day of _____, 20__.

[DISTRICT SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

By: _____
Secretary

By: _____
Print: _____
Title: _____

Exhibit "A"

"Property"

EXHIBIT "A"

DESCRIPTION:

A PORTION OF TRACT L2, PALM BEACH PARK OF COMMERCE, P.I.P.D., PARCEL 4, AS RECORDED IN PLAT BOOK 122, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2A, AS SHOWN ON THE PLAT OF PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 13 REPLAT, AS RECORDED IN PLAT BOOK 127, PAGE 137 OF SAID PUBLIC RECORDS; THENCE, ALONG THE WEST LINE OF SAID PARCEL 2A, THENCE N.01°08'14"E., A DISTANCE OF 3.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.01°08'14"E ALONG SAID WEST LINE, A DISTANCE OF 30.06 FEET; THENCE S.87°37'19"W., A DISTANCE OF 24.05 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF A 45 FOOT WIDE WATER MANAGEMENT EASEMENT, AS RECORDED IN PLAT BOOK 122, PAGE 85 OF SAID PUBLIC RECORDS; THENCE S.01°08'14"W. ALONG SAID EAST LINE, A DISTANCE OF 30.06 FEET; THENCE N.87°37'19"E., A DISTANCE OF 24.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 721 SQUARE FEET OR 0.0166 ACRES, MORE OR LESS. SAID LANDS SITUATE IN SECTION 18, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.


NOTES:

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2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON A PLAT BEARING ALONG THE WEST LINE OF PARCEL 2A, PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT 13 REPLAT AS RECORDED IN PLAT BOOK 127, PAGE 137, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WHICH LINE BEARS NORTH 01°08'14" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
6. RECORDING INFORMATION SHOWN HEREON IS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 2, 2020. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 2



CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

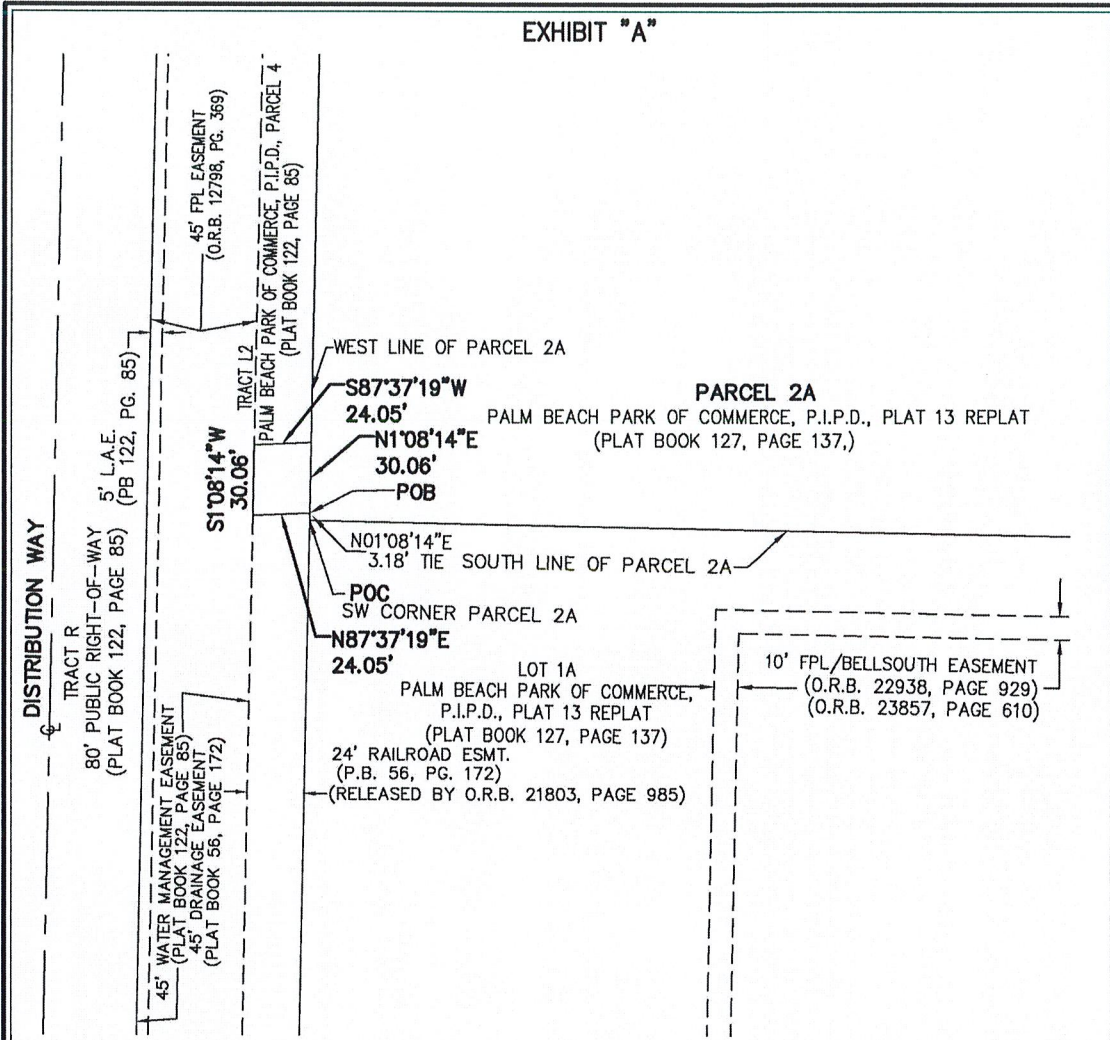
Digitally signed by David Lindley
 DN: c=US, vt=f, l=Boca Raton, o=Caulfield & Wheeler, Inc., ou=Survey, cn=David Lindley,
 email=lindley@caulfield.com Date: 2020.12.02 09:24:15 -0500

David Lindley
 DAVID P. LINDLEY
 REGISTERED LAND
 SURVEYOR NO. 5005
 STATE OF FLORIDA
 LB# 3591

DATE	12/2/2020
DRAWN BY	dpl
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	8655 NPBIIDE2

PALM BEACH PARK OF COMMERCE P.I.P.D.
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
WATER MANAGEMENT EASEMENT SKETCH OF DESCRIPTION

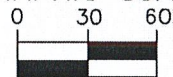
EXHIBIT "A"



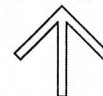
LEGEND

- ⊕—CENTERLINE
- FPL—FLORIDA POWER & LIGHT
- S.B.T.&T.—SOUTHERN BELL TELEPHONE & TELEGRAPH
- O.R.B.—OFFICIAL RECORD BOOK
- POB—POINT OF BEGINNING
- POC—POINT OF COMMENCEMENT

GRAPHIC SCALE



1 INCH = 60 FT.

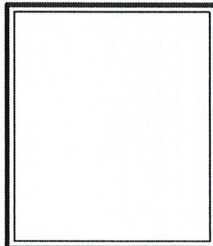


NORTH

SHEET 2 OF 2

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING — LAND SURVEYING
 7900 GLADES ROAD — SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

PALM BEACH PARK OF COMMERCE P.I.P.D.
 NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
 WATER MANAGEMENT EASEMENT SKETCH OF DESCRIPTION



DATE	12/2/2020
DRAWN BY	dpl
F.B./ PG.	NONE
SCALE	1"=60'
JOB NO.	8655 NPBIIDE2

Exhibit "E"

Release of Easement

Prepared by and Return to:

Kenneth W. Edwards, Esq.
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, FL 33401

RELEASE OF EASEMENT
(Unit of Development No. 16)

This Release of Easement is given this _____ day of _____, 2021 by Northern Palm Beach County Improvement District, (which was formerly known as Northern Palm Beach County Water Control District) an independent special district of the State of Florida, 359 Hiatt Drive, City of Palm Beach Gardens, State of Florida 33418.

W I T N E S S E T H:

WHEREAS, the drainage easement described in attached Exhibit "A" (said drainage easement being hereinafter referred to as the "Easement") was previously granted to Northern Palm Beach County Improvement District (formerly known as the Northern Palm Beach County Water Control District and hereinafter referred to as "Northern").

WHEREAS, the District's Engineer has indicated that provided YTG Palm Beach IG NR, LP complies with the terms and conditions of the Exchange Agreement it entered into with Northern on the ___ day of _____, 2021, then Northern shall no longer need or require the rights and authorities granted by said Easement; and

WHEREAS, subject to the terms and conditions of the aforesaid Exchange Agreement, Northern is willing to fully release the Easement.

NOW, THEREFORE, the Board of Supervisors of the Northern Palm Beach County Improvement District by this instrument but subject to the terms and conditions of the aforesaid Exchange Agreement, does hereby release the Easement in its entirety.

IN WITNESS WHEREOF, the undersigned have signed and sealed this Release of Easement on the day and year first above written.

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

[DISTRICT SEAL]

Signed, Sealed and Delivered in the presence of the following witnesses:

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

Signature

Print Name

Signature

Print Name

By: _____

Print: _____

Title: _____

ATTEST:

By: _____

Print: _____

Title: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__, by _____, as _____, for Northern Palm Beach County Improvement District.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification

Type of Identification Produced _____.

EXHIBIT "A"

(SEE ATTACHED LEGAL DESCRIPTION AND SKETCH)

EXHIBIT "A"

DESCRIPTION:

A 45 FOOT DRAINAGE EASEMENT AS SHOWN ON THE PLAT OF PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 1, AS RECORDED IN PLAT BOOK 56, PAGE 172 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

ALSO BEING;

THE SOUTH 22.50 FEET OF LOT 4G OF THE SAID OF PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 1; TOGETHER WITH;

THE NORTH 22.50 FEET OF PARCEL 2A OF PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 13 REPLAT, AS RECORDED IN PLAT BOOK 127, PAGE 137 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

CONTAINING 30,600 SQUARE FEET OR 0.7025 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN SECTION 18, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON A PLAT BEARING ALONG THE NORTH LINE OF PARCEL 2A, PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT 13 REPLAT AS RECORDED IN PLAT BOOK 127, PAGE 137, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WHICH LINE BEARS NORTH 88°51'46" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
6. RECORDING INFORMATION SHOWN HEREON IS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 2, 2020. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 2



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

**PALM BEACH PARK OF COMMERCE P.I.P.D.
45 FOOT DRAINAGE EASEMENT
SKETCH OF DESCRIPTION**

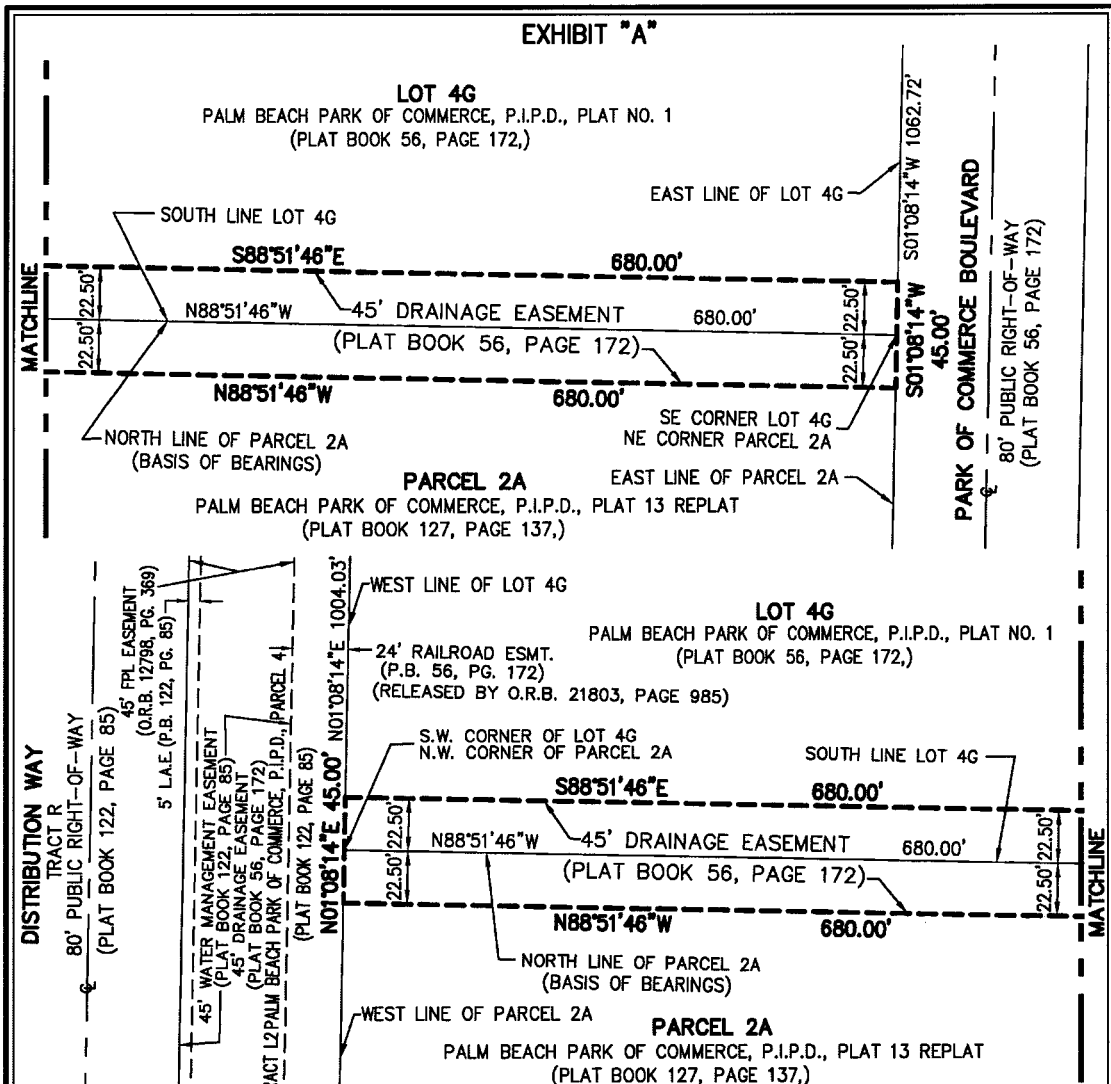
David
Lindley

Digitally signed by David Lindley
DN: cn=D. Lindley, o=Caulfield & Wheeler, Inc., ou=Survey, email=D.Lindley@caulfieldwheeler.com
Date: 2020.12.02 19:25:59 -0500

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
LB# 3591

DATE	12/2/20
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	8655 DEABAN

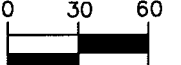
EXHIBIT "A"



LEGEND

- ⊙ - CENTERLINE
- FPL - FLORIDA POWER & LIGHT
- L.A.E. - LIMITED ACCESS EASEMENT
- O.R.B. - OFFICIAL RECORD BOOK
- P.B. - PLAT BOOK
- PG. - PAGE

GRAPHIC SCALE



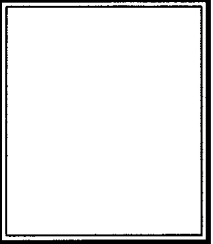
1 INCH = 60 FT.



NORTH

SHEET 2 OF 2

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	12/2/20
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	1"=60'
JOB NO.	8655 DEABAN

**PALM BEACH PARK OF COMMERCE P.I.P.D.
 45 FOOT DRAINAGE EASEMENT
 SKETCH OF DESCRIPTION**

Exhibit "F"

Replacement Easement

This Instrument was Prepared by
and is to be Returned to:
Kenneth W. Edwards, Esquire
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, FL 33401

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (the "Easement"), made this ____ day of _____, 20__, is granted by YTG PALM BEACH IG NR, LP, a Delaware Limited Partnership, whose address is 1776 Peachtree Street NW, Suite 100, Atlanta GA 30309, (hereinafter referred to as the "Grantor"), to Northern Palm Beach County Improvement District, an independent special district of the State of Florida, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, (hereinafter referred to as "Northern").

W I T N E S S E T H:

WHEREAS, Grantor is the record fee simple owner of that certain parcel of real property described in attached Exhibit "A" (said parcel being hereinafter referred to as the "Property"); and,

WHEREAS, Northern needs the Easement in, over, under and upon the Property for access, surface and stormwater drainage purposes; and

WHEREAS, the Grantor intends by this Easement to grant to Northern a perpetual non-exclusive drainage easement in, over, under and upon the Property for access and surface and stormwater drainage purposes.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The above recitals are hereby incorporated into this Easement and made a part hereof.

2. **DRAINAGE EASEMENT.** The Grantor hereby grants to Northern a perpetual non-exclusive easement in, over, under and upon the Property for: (a) ingress and egress usage, including that for pedestrian, vehicular and equipment purposes and (b) the installation, construction, operation, inspection, maintenance, enlargement, upgrade, repair and/or replacement of surface and stormwater drainage facilities, systems, structures and works, including pipes, culverts and appurtenances.

3. **USAGE.** (a) Northern's employees and authorized consultants, agents, licensees, suppliers and contractors are authorized to use the Property, Easement and authorizations granted

herein for those purposes herein specified and (b) the Grantor agrees that unless and until specifically approved in a written permit issued by Northern, it will not authorize or allow any trees, fences, facilities or structures to be installed in, over, under and upon the Property.

4. **ASSIGNMENT.** Northern shall not assign, convey or transfer any of the rights, authorizations or easements granted to it hereunder, either directly or indirectly, without the prior written consent of the Grantor or the then fee simple title owner, as the case may be, of the Property and any attempt to do so shall be null and void; provided, however, this prohibition shall not apply to an assignment by Northern to any other governmental entity or agency.

5. **JOINDER AND SUBORDINATION.** Grantor does hereby agree that upon Northern's written request, to provide to Northern a customary joinder and subordination agreement, in recordable form, executed by all mortgagees as to the Property, in which said mortgagees subordinate their respective mortgage interests in the Property to the easements and authorizations granted herein (while retaining their mortgage liens on the underlying fee owned by Grantor) and, if requested by Northern, a full release executed by any and all property owners, other creditors, construction lienors, or holders of any other security interests which encumber the Property that is subject to the easements and authorizations herein.

6. **WARRANTY OF TITLE.** Grantor does hereby fully warrant the fee title to said Property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, and that Grantor has good right and lawful authority to grant the above described Easement.

7. **SUCCESSORS AND ASSIGNS.** Where the context of this Easement allows or permits, the terms "Grantor" and "Northern" shall also include their respective grantees, successors and authorized assigns.

8. **PARTIES BOUND BY AGREEMENT.** This Easement, including all rights, easements, authorizations and conditions, shall be binding upon and enure to the benefit of the Grantor and Northern, together with their respective grantees, successors and authorized assigns, and shall be covenants that run with the land.

9. **MODIFICATIONS.** Any modification of this Easement shall be binding only if evidenced in a written instrument signed by each party or an authorized representative of each party in such format that is subject to recording of Public Record.

10. **ENFORCEMENT.** In the event of any controversy, claim or dispute relating to this Easement or its breach, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees, and costs.

11. **CONSTRUCTION.** The parties acknowledge that each has shared equally in the drafting of this Easement and, accordingly, no court construing this Easement shall construe it more strictly against one party than the other and every covenant, term and provision of this Easement shall be construed simply according to its fair meaning.

12. **GOVERNING LAW AND VENUE.** The easements, warranties, covenants, authorizations and agreements contained herein shall be governed by the laws of the State of Florida as now and hereafter in force. Further, the venue of any litigation arising out of this Easement shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

13. **NOTICES.** Any notice provided for or concerning this Easement shall be in writing and shall be deemed sufficiently given when sent by prepaid certified or registered mail to the respective address of each party as set forth at the beginning of this Easement or at any subsequent address for either of the parties or their successors and assigns.

14. **EFFECTIVE DATE.** This Easement shall be effective as of the date it is signed by the last of all parties hereto to sign same.

IN WITNESS WHEREOF, the undersigned have signed and sealed this document on the day and year hereinafter set forth.

Executed by GRANTOR, this _____ day of _____, 20__.

Signed, Sealed and Delivered
in the presence of the following
subscribing witnesses:

Witness

Printed Name

Witness

Printed Name

YTG PALM BEACH IG NR, LP, a Delaware limited partnership

By: YTG Florida, LLC, a Delaware limited liability company, Its: General Partner

By: YTG Ventures, LP, a Delaware limited partnership, Its: sole Member

By: YTG Investors, LLC, a Georgia limited liability company, Its: General Partner

BY: _____

J. Bradford Smith

Title: Manager

STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me by means of [_____] physical presence or [_____] online notarization, this _____ day of _____, 20__, by J. Bradford Smith as Manager of YTG Investors, LLC, a Georgia limited liability company, as general partner of YTG Ventures, LP, a Delaware limited partnership, the sole Member of YTG Florida, LLC, a

Delaware limited liability company, the General Partner of YTG Palm Beach IG NR, LP, a Delaware limited partnership, on behalf of the partnership; who [_____] is personally known to me, OR [_____] has produced _____ as identification.

[Notary Seal]

Notary Public, State of Georgia

Print Name: _____

My commission expires: _____

Exhibit "A"

"Property"

EXHIBIT "A"

DESCRIPTION:

THE NORTH 45.00 FEET OF THE SOUTH 406.40 FEET OF PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT 19, AS RECORDED IN PLAT BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

CONTAINING 30,600 SQUARE FEET OR 0.7025 ACRES, MORE OR LESS.
SAID LANDS SITUATE IN SECTION 18, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.


NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON A PLAT BEARING ALONG THE SOUTH LINE OF PARCEL A, PALM BEACH PARK OF COMMERCE, P.I.P.D.-PLAT 19, WHICH LINE BEARS NORTH 88°51'46" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
6. RECORDING INFORMATION SHOWN HEREON IS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 2, 2020. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 2

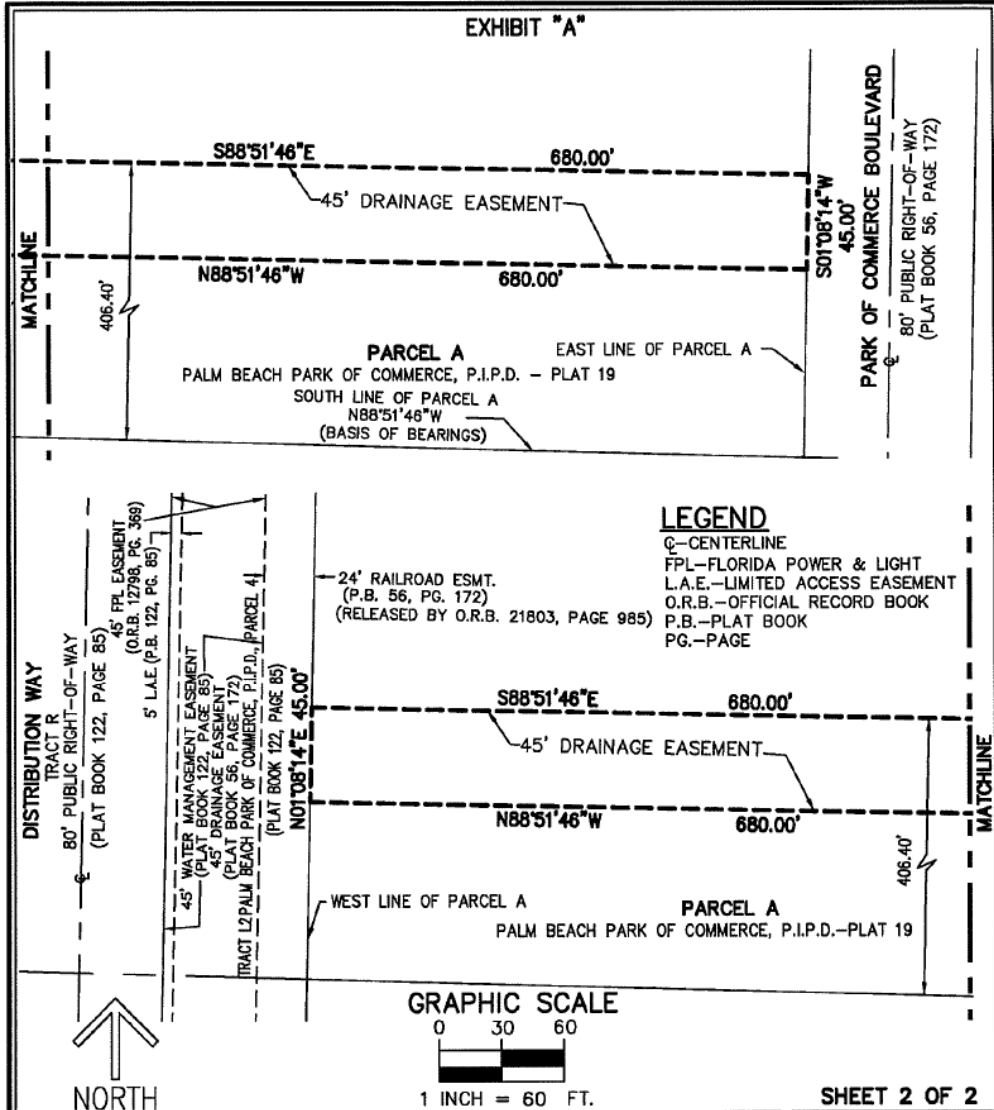
	CAULFIELD & WHEELER, INC.
	CIVIL ENGINEERING - LAND SURVEYING 7900 GLADES ROAD - SUITE 100 BOCA RATON, FLORIDA 33434 PHONE (561)-392-1991 / FAX (561)-750-1452

PALM BEACH PARK OF COMMERCE P.I.P.D.-PLAT 19 45 FOOT DRAINAGE EASEMENT SKETCH OF DESCRIPTION

David Lindley <small>Digital signature by David Lindley 2020.12.02 10:03:36 4070</small>
DAVID P. LINDLEY REGISTERED LAND SURVEYOR NO. 5005 STATE OF FLORIDA LB# 3591

DATE	12/2/20
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	8655escro

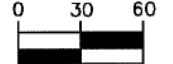
EXHIBIT "A"



LEGEND

- C—CENTERLINE
- FPL—FLORIDA POWER & LIGHT
- L.A.E.—LIMITED ACCESS EASEMENT
- O.R.B.—OFFICIAL RECORD BOOK
- P.B.—PLAT BOOK
- PG.—PAGE

GRAPHIC SCALE

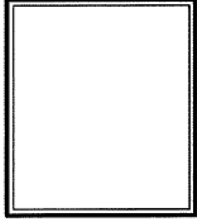


1 INCH = 60 FT.



SHEET 2 OF 2

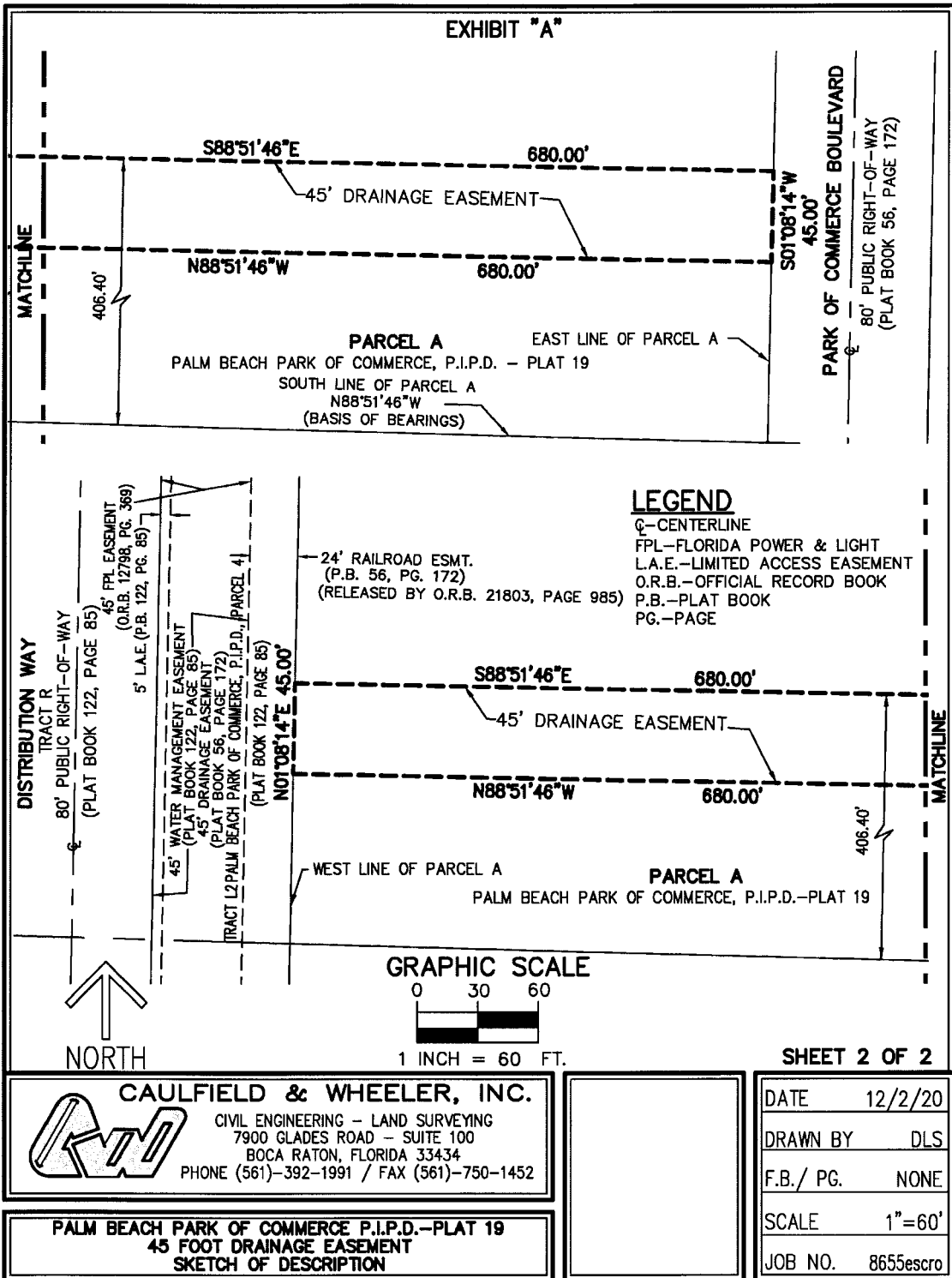
CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	12/2/20
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	1"=60'
JOB NO.	8655escro

**PALM BEACH PARK OF COMMERCE P.I.P.D.—PLAT 19
 45 FOOT DRAINAGE EASEMENT
 SKETCH OF DESCRIPTION**

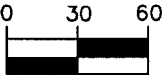
EXHIBIT "A"



LEGEND

- ⊕ - CENTERLINE
- FPL - FLORIDA POWER & LIGHT
- L.A.E. - LIMITED ACCESS EASEMENT
- O.R.B. - OFFICIAL RECORD BOOK
- P.B. - PLAT BOOK
- PG. - PAGE

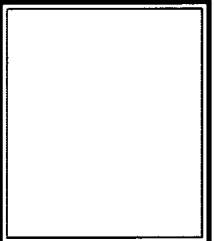
GRAPHIC SCALE



1 INCH = 60 FT.

SHEET 2 OF 2

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	12/2/20
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	1"=60'
JOB NO.	8655escro

**PALM BEACH PARK OF COMMERCE P.I.P.D.-PLAT 19
 45 FOOT DRAINAGE EASEMENT
 SKETCH OF DESCRIPTION**

Exhibit "G"

Bill of Sale Absolute

NAME OF PROJECT:

Northern Palm Beach County Improvement District
Unit No. 16
Bill of Sale

**BILL OF SALE
TO
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT**

KNOW ALL MEN BY THESE PRESENTS, that _____,
whose street address is _____, Party of the First Part, for and in
consideration of the sum of One (\$1.00) Dollar, lawful money of the United States, and other good
and valuable consideration, paid to it by Northern Palm Beach County Improvement District, an
independent special district of the State of Florida, Party of the Second Part, the receipt whereof
is hereby acknowledged, has granted, bargained, sold, conveyed, transferred and delivered, and by
these presents does grant, bargain, sell, convey, transfer and deliver unto the said Second Party, its
successors and assigns, the following goods and chattels located in the County of Palm Beach, and
the State of Florida to wit:

(See attached Exhibit "A")

TO HAVE AND TO HOLD the same unto the said Party of the Second Part, its executors,
administrators, successors and assigns forever.

Said Party of the First Part, for itself, its successors and assigns, does hereby covenant to
and with the said Party of the Second Part, its successors and assigns, that said Party of the First
Part is the lawful owner of the said goods and chattels; that the same are free from all
encumbrances; that Party of the First Part has good right to convey the title of same as aforesaid;
and that Party of the First Part will warrant and defend the conveyance of title of the said property,
goods and chattels hereby made, unto the said Party of the Second Part, its successors and assigns,
against the lawful claims and demands of all persons whomsoever.

The Party of the First Part further hereby warrants that the goods and chattels described in
attached Exhibit "A" are and will be free from defects due to installation and/or materials for a
period of twelve (12) months from the date of execution of this document and further agrees to
reimburse the Party of the Second Part in full for any reasonable and necessary replacement or
repairs fees and costs (as reasonably determined by the Party of the Second Part), that are incurred
due to any such defects during the twelve (12) month warranty period, which replacement or repair
fees and costs shall be set out in an invoice from the person or entity performing the replacement
or repairs.

IN WITNESS WHEREOF, said Party of the First Part, by and through its undersigned representative, has hereunto set its hands and seal(s) this _____ day of _____, 20__.

(Name of First Party)

By: _____

Print: _____

Title: _____

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__, by _____, as _____, for _____.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification

Type of Identification Produced _____.

ATTEST:

Accepted by Northern Palm Beach County
Improvement District

By: _____

Assistant Secretary

By: _____

Print: _____

Title: _____

Date: _____

[DISTRICT SEAL]

EXHIBIT "A"

[DESCRIPTION OF WORKS AND MATERIALS]



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · Fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Adrian M. Salee
Gregory Block
Ellen T. Baker

DATE: January 27, 2021

FROM: Kenneth W. Edwards, General Counsel

THROUGH: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 16 – Palm Beach Park of Commerce
Consider Acceptance of Drainage Easements (2)

Background

In conjunction with the Exchange Agreement between YTG PALM BEACH IG NR, LP, and Northern, the Exchange Agreement requires that two drainage easements be granted to Northern concurrently with its approval of the Exchange Agreement. The two easements are to grant Northern the power to operate and maintain the new underground drainage facilities which are the subject of the Exchange Agreement.

One of the drainage easements is from the Palm Beach Park of Commerce Association, Inc. and will encumber a segment of the area where the new underground drainage facilities discussed in the Exchange Agreement are to be installed.

The other easement is being granted to Northern by the other party to the Exchange Agreement. This easement applies to another segment of the area where the aforementioned new underground drainage facilities are expected to be installed, but it is relocatable. It is relocatable since adjustments may have to be made as to where the new underground drainage facilities in this area will be installed. This easement is to be held 'in escrow' by Northern until the replat of subject parcel is recorded, at which time it will then be recorded.

Fiscal Impact

Northern's legal expenses associated with these two drainage easements will be collected through Northern's permit process for the improvements which are the subject of the Exchange Agreement.

Recommendation

Northern Staff and General Counsel recommend that the Board approve and accept the two drainage easements.

This Instrument was Prepared by
and is to be Returned to:

Kenneth W. Edwards, Esquire
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, FL 33401

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (the "Easement"), made this ____ day of _____, 20__, is granted by Palm Beach Park of Commerce Association, Inc., a Florida not-for-profit corporation, whose address is 15132 Park of Commerce Blvd., Suite 101, Jupiter, Florida 33478, (hereinafter referred to as the "Grantor"), to Northern Palm Beach County Improvement District, an independent special district of the State of Florida, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, (hereinafter referred to as "Northern").

W I T N E S S E T H:

WHEREAS, Grantor is the record fee simple owner of that certain parcel of real property described in attached Exhibit "A" (said parcel being hereinafter referred to as the "Property"); and,

WHEREAS, Northern needs the Easement in, over, under and upon the Property for access, surface and stormwater drainage purposes; and

WHEREAS, the Grantor intends by this Easement to grant to Northern a perpetual non-exclusive drainage easement in, over, under and upon the Property for access and surface and stormwater drainage purposes.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The above recitals are hereby incorporated into this Easement and made a part hereof.

2. **DRAINAGE EASEMENT.** The Grantor hereby grants to Northern a perpetual non-exclusive easement in, over, under and upon the Property for: (a) ingress and egress usage, including that for pedestrian, vehicular and equipment purposes and (b) the installation, construction, operation, inspection, maintenance, enlargement, upgrade, repair and/or replacement of surface and stormwater drainage facilities, systems, structures and works, including pipes, culverts and appurtenances.

3. **USAGE.** (a) Northern's employees and authorized consultants, agents, licensees, suppliers and contractors are authorized to use the Property, Easement and authorizations granted herein for those purposes herein specified and (b) the Grantor agrees that unless and until

specifically approved in a written permit issued by Northern, it will not authorize or allow any trees, fences, facilities or structures to be installed in, over, under and upon the Property.

4. **ASSIGNMENT.** Northern shall not assign, convey or transfer any of the rights, authorizations or easements granted to it hereunder, either directly or indirectly, without the prior written consent of the Grantor or the then fee simple title owner, as the case may be, of the Property and any attempt to do so shall be null and void; provided, however, this prohibition shall not apply to an assignment by Northern to any other governmental entity or agency.

5. **JOINDER AND SUBORDINATION.** Grantor does hereby agree that upon Northern's written request, to provide to Northern a customary joinder and subordination agreement, in recordable form, executed by all mortgagees as to the Property, in which said mortgagees subordinate their respective mortgage interests in the Property to the easements and authorizations granted herein (while retaining their mortgage liens on the underlying fee owned by Grantor) and, if requested by Northern, a full release executed by any and all property owners, other creditors, construction lienors, or holders of any other security interests which encumber the Property that is subject to the easements and authorizations herein.

6. **WARRANTY OF TITLE.** Grantor does hereby fully warrant the fee title to said Property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, and that Grantor has good right and lawful authority to grant the above described Easement.

7. **SUCCESSORS AND ASSIGNS.** Where the context of this Easement allows or permits, the terms "Grantor" and "Northern" shall also include their respective grantees, successors and authorized assigns.

8. **PARTIES BOUND BY AGREEMENT.** This Easement, including all rights, easements, authorizations and conditions, shall be binding upon and enure to the benefit of the Grantor and Northern, together with their respective grantees, successors and authorized assigns, and shall be covenants that run with the land.

9. **MODIFICATIONS.** Any modification of this Easement shall be binding only if evidenced in a written instrument signed by each party or an authorized representative of each party in such format that is subject to recording of Public Record.

10. **ENFORCEMENT.** In the event of any controversy, claim or dispute relating to this Easement or its breach, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees, and costs.

11. **CONSTRUCTION.** The parties acknowledge that each has shared equally in the drafting of this Easement and, accordingly, no court construing this Easement shall construe it more strictly against one party than the other and every covenant, term and provision of this Easement shall be construed simply according to its fair meaning.

12. **GOVERNING LAW AND VENUE.** The easements, warranties, covenants, authorizations and agreements contained herein shall be governed by the laws of the State of Florida as now and hereafter in force. Further, the venue of any litigation arising out of this Easement shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

13. **NOTICES.** Any notice provided for or concerning this Easement shall be in writing and shall be deemed sufficiently given when sent by prepaid certified or registered mail to the respective address of each party as set forth at the beginning of this Easement or at any subsequent address for either of the parties or their successors and assigns.

14. **EFFECTIVE DATE.** This Easement shall be effective as of the date it is signed by the last of all parties hereto to sign same.

[EXECUTION ON ATTACHED PAGE]

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned have signed and sealed this document on the day and year hereinafter set forth.

Executed by GRANTOR, this 16 day of December, 2020.

Signed, Sealed and Delivered in the presence of the following subscribing witnesses:

Palm Beach Park of Commerce Association, Inc., a not for profit corporation

Catherine White
Witness
Catherine white
Printed Name

By: [Signature]
Jon E. Brees, President

Susan Utt
Witness
Susan Utt
Printed Name

ATTEST:
By: [Signature]
Luke Zemis, Secretary

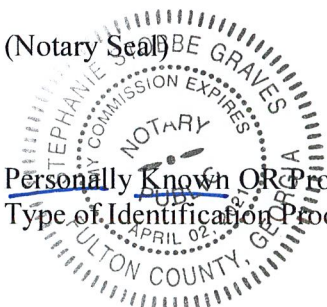
STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 16 day of Dec, 2020, by Jon E. Brees, as President of Palm Beach Park of Commerce Association, Inc.

(Notary Seal)

Personally Known OR Produced Identification
Type of Identification Produced _____



[Signature]
Notary Public State of Georgia
Stephanie Stobbe Graves
Print/Type/Stamp Name

A C C E P T A N C E

Northern Palm Beach County Improvement District, by and through its undersigned authorized officer does hereby accept and consent to the terms and conditions of this Easement this _____ day of _____, 20____.

[DISTRICT SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

By: _____
Secretary

By: _____
Print: _____
Title: _____

EXHIBIT "A"

[SKETCH AND LEGAL DESCRIPTION ATTACHED].

EXHIBIT "A"

DESCRIPTION:

A PORTION OF TRACT L2, PALM BEACH PARK OF COMMERCE, P.I.P.D., PARCEL 4, AS RECORDED IN PLAT BOOK 122, PAGE 85 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF PARCEL 2A, AS SHOWN ON THE PLAT OF PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT NO. 13 REPLAT, AS RECORDED IN PLAT BOOK 127, PAGE 137 OF SAID PUBLIC RECORDS; THENCE, ALONG THE WEST LINE OF SAID PARCEL 2A, THENCE N.01'08'14"E., A DISTANCE OF 3.18 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.01'08'14"E ALONG SAID WEST LINE, A DISTANCE OF 30.06 FEET; THENCE S.87'37'19"W., A DISTANCE OF 24.05 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF A 45 FOOT WIDE WATER MANAGEMENT EASEMENT, AS RECORDED IN PLAT BOOK 122, PAGE 85 OF SAID PUBLIC RECORDS; THENCE S.01'08'14"W. ALONG SAID EAST LINE, A DISTANCE OF 30.06 FEET; THENCE N.87'37'19"E., A DISTANCE OF 24.05 FEET TO THE POINT OF BEGINNING.

CONTAINING 721 SQUARE FEET OR 0.0166 ACRES, MORE OR LESS.
SAID LANDS SITUATE IN SECTION 18, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.

NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON A PLAT BEARING ALONG THE WEST LINE OF PARCEL 2A, PALM BEACH PARK OF COMMERCE, P.I.P.D., PLAT 13 REPLAT AS RECORDED IN PLAT BOOK 127, PAGE 137, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, WHICH LINE BEARS NORTH 01'08'14" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
6. RECORDING INFORMATION SHOWN HEREON IS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 2, 2020. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 2



CAULFIELD & WHEELER, INC.

CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
LB# 3591

DATE 12/2/2020

DRAWN BY dpl

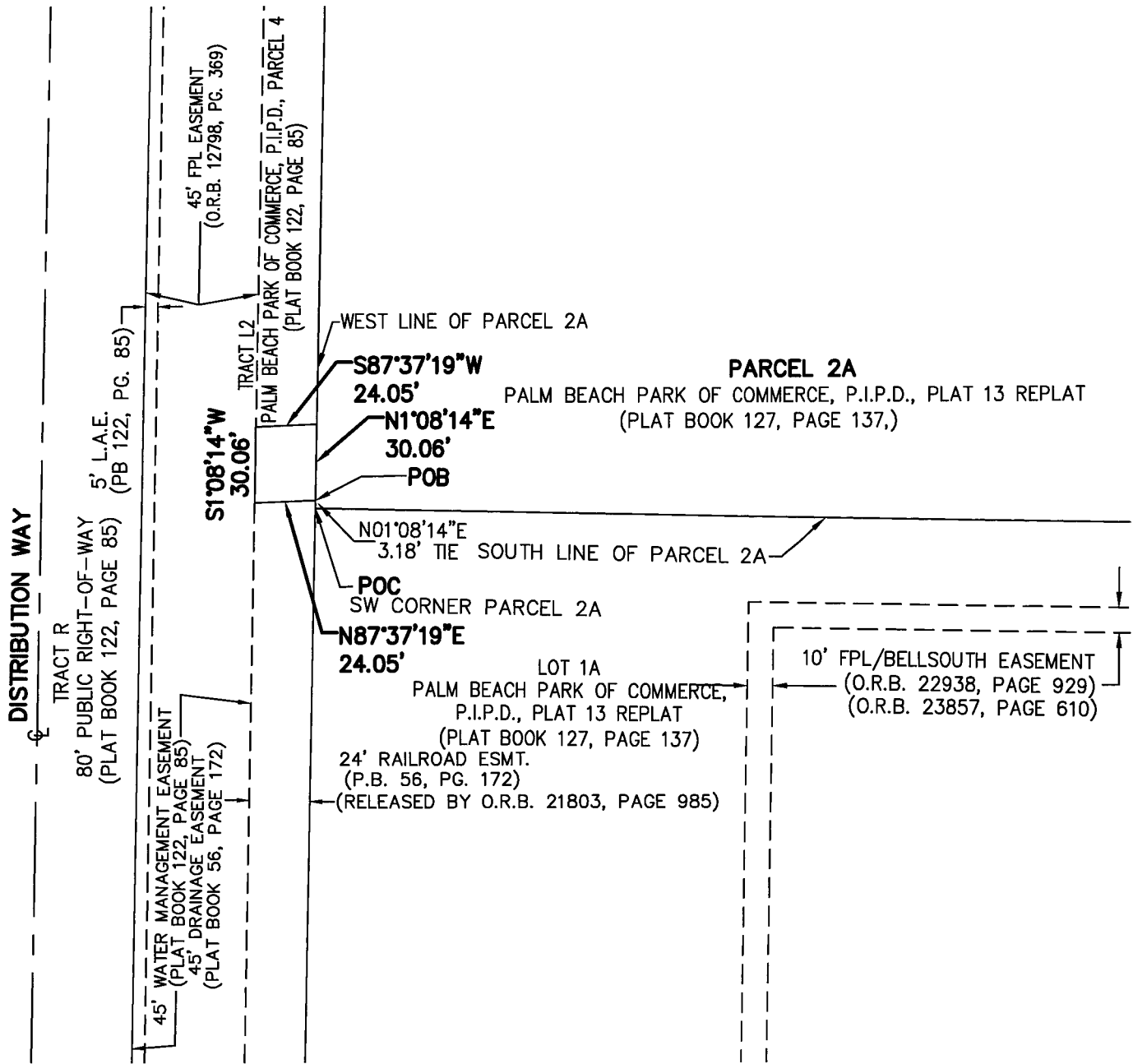
F.B./ PG. NONE

SCALE NONE

JOB NO. 8655 NPBIIDE2

**PALM BEACH PARK OF COMMERCE P.I.P.D.
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
WATER MANAGEMENT EASEMENT SKETCH OF DESCRIPTION**

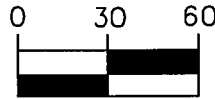
EXHIBIT "A"



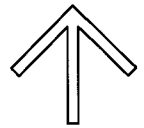
LEGEND

- ⊖-CENTERLINE
- FPL-FLORIDA POWER & LIGHT
- S.B.T.&T.-SOUTHERN BELL TELEPHONE & TELEGRAPH
- O.R.B.-OFFICIAL RECORD BOOK
- POB-POINT OF BEGINNING
- POC-POINT OF COMMENCEMENT

GRAPHIC SCALE



1 INCH = 60 FT.



NORTH

SHEET 2 OF 2

CAULFIELD & WHEELER, INC.



CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452

**PALM BEACH PARK OF COMMERCE P.I.P.D.
 NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
 WATER MANAGEMENT EASEMENT SKETCH OF DESCRIPTION**

DATE 12/2/2020

DRAWN BY dpl

F.B./ PG. NONE

SCALE 1"=60'

JOB NO. 8655 NPBIIDE2

This Instrument was Prepared by
and is to be Returned to:
Kenneth W. Edwards, Esquire
Caldwell Pacetti Edwards Schoech & Viator LLP
1555 Palm Beach Lakes Blvd., Suite 1200
West Palm Beach, FL 33401

DRAINAGE EASEMENT

THIS DRAINAGE EASEMENT (the “Easement”), made this ____ day of _____, 20____, is granted by YTG PALM BEACH IG NR, LP, a Delaware Limited Partnership, whose address is 1776 Peachtree Street NW, Suite 100, Atlanta GA 30309, (hereinafter referred to as the “Grantor”), to Northern Palm Beach County Improvement District, an independent special district of the State of Florida, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418, (hereinafter referred to as “Northern”).

W I T N E S S E T H:

WHEREAS, Grantor is the record fee simple owner of that certain parcel of real property described in attached Exhibit “A” (said parcel being hereinafter referred to as the “Property”); and,

WHEREAS, Northern needs the Easement in, over, under and upon the Property for access, surface and stormwater drainage purposes; and

WHEREAS, the Grantor intends by this Easement to grant to Northern a perpetual non-exclusive drainage easement in, over, under and upon the Property for access and surface and stormwater drainage purposes.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The above recitals are hereby incorporated into this Easement and made a part hereof.

2. **DRAINAGE EASEMENT.** The Grantor hereby grants to Northern a perpetual non-exclusive easement in, over, under and upon the Property for: (a) ingress and egress usage, including that for pedestrian, vehicular and equipment purposes and (b) the installation, construction, operation, inspection, maintenance, enlargement, upgrade, repair and/or replacement of surface and stormwater drainage facilities, systems, structures and works, including pipes, culverts and appurtenances.

3. **USAGE.** (a) Northern’s employees and authorized consultants, agents, licensees, suppliers and contractors are authorized to use the Property, Easement and authorizations granted

herein for those purposes herein specified and (b) the Grantor agrees that unless and until specifically approved in a written permit issued by Northern, it will not authorize or allow any trees, fences, facilities or structures to be installed in, over, under and upon the Property.

4. **ASSIGNMENT.** Northern shall not assign, convey or transfer any of the rights, authorizations or easements granted to it hereunder, either directly or indirectly, without the prior written consent of the Grantor or the then fee simple title owner, as the case may be, of the Property and any attempt to do so shall be null and void; provided, however, this prohibition shall not apply to an assignment by Northern to any other governmental entity or agency.

5. **JOINDER AND SUBORDINATION.** Grantor does hereby agree that upon Northern's written request, to provide to Northern a customary joinder and subordination agreement, in recordable form, executed by all mortgagees as to the Property, in which said mortgagees subordinate their respective mortgage interests in the Property to the easements and authorizations granted herein (while retaining their mortgage liens on the underlying fee owned by Grantor) and, if requested by Northern, a full release executed by any and all property owners, other creditors, construction lienors, or holders of any other security interests which encumber the Property that is subject to the easements and authorizations herein.

6. **WARRANTY OF TITLE.** Grantor does hereby fully warrant the fee title to said Property and will defend the same against the lawful claims of all persons whomsoever claimed by, through or under it, and that Grantor has good right and lawful authority to grant the above described Easement.

7. **SUCCESSORS AND ASSIGNS.** Where the context of this Easement allows or permits, the terms "Grantor" and "Northern" shall also include their respective grantees, successors and authorized assigns.

8. **PARTIES BOUND BY AGREEMENT.** This Easement, including all rights, easements, authorizations and conditions, shall be binding upon and enure to the benefit of the Grantor and Northern, together with their respective grantees, successors and authorized assigns, and shall be covenants that run with the land.

9. **MODIFICATIONS.** Any modification of this Easement shall be binding only if evidenced in a written instrument signed by each party or an authorized representative of each party in such format that is subject to recording of Public Record.

10. **ENFORCEMENT.** In the event of any controversy, claim or dispute relating to this Easement or its breach, the prevailing party shall be entitled to recover reasonable expenses, attorney's fees, and costs.

11. **CONSTRUCTION.** The parties acknowledge that each has shared equally in the drafting of this Easement and, accordingly, no court construing this Easement shall construe it more strictly against one party than the other and every covenant, term and provision of this Easement shall be construed simply according to its fair meaning.

12. **GOVERNING LAW AND VENUE.** The easements, warranties, covenants, authorizations and agreements contained herein shall be governed by the laws of the State of Florida as now and hereafter in force. Further, the venue of any litigation arising out of this Easement shall be exclusively in the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

13. **NOTICES.** Any notice provided for or concerning this Easement shall be in writing and shall be deemed sufficiently given when sent by prepaid certified or registered mail to the respective address of each party as set forth at the beginning of this Easement or at any subsequent address for either of the parties or their successors and assigns.

14. **EFFECTIVE DATE.** This Easement shall be effective as of the date it is signed by the last of all parties hereto to sign same.

IN WITNESS WHEREOF, the undersigned have signed and sealed this document on the day and year hereinafter set forth.

Executed by GRANTOR, this _____ day of _____, 20__.

Signed, Sealed and Delivered
in the presence of the following
subscribing witnesses:

Catherine White

Witness
Catherine White
Printed Name

M. Dominic Reinecker

Witness
M. Dominic Reinecker
Printed Name

YTG PALM BEACH IG NR, LP, a Delaware limited partnership

By: YTG Florida, LLC, a Delaware limited liability company, Its: General Partner

By: YTG Ventures, LP, a Delaware limited partnership, Its: sole Member

By: YTG Investors, LLC, a Georgia limited liability company, Its: General Partner

BY: J. Bradford Smith

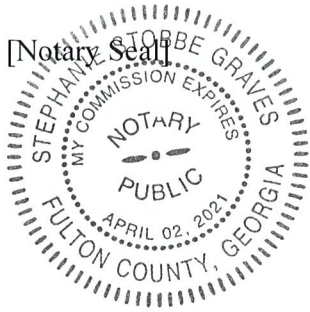
Title: Manager

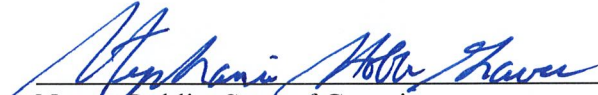
STATE OF GEORGIA

COUNTY OF FULTON

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this 18 day of December, 2020, by J. Bradford Smith as Manager of YTG Investors, LLC, a Georgia limited liability company, as general partner of YTG Ventures, LP, a Delaware limited partnership, the sole Member of YTG Florida, LLC, a

Delaware limited liability company, the General Partner of YTG Palm Beach IG NR, LP, a Delaware limited partnership, on behalf of the partnership; who [] is personally known to me, OR [] has produced _____ as identification.





Notary Public, State of Georgia
Print Name: Stephanie Stobbe Graves
My commission expires: April 02, 2021

A C C E P T A N C E

Northern Palm Beach County Improvement District, by and through its undersigned authorized officer does hereby accept and consent to the terms and conditions of this Easement this _____ day of _____, 20__.

[DISTRICT SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

By: _____
Secretary

By: _____
Print: _____
Title: _____

Exhibit "A"

"Property"

EXHIBIT "A"

DESCRIPTION:

THE NORTH 45.00 FEET OF THE SOUTH 406.40 FEET OF PALM BEACH PARK OF COMMERCE, P.I.P.D. - PLAT 19, AS RECORDED IN PLAT BOOK _____, PAGE _____ OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA

CONTAINING 30,600 SQUARE FEET OR 0.7025 ACRES, MORE OR LESS.

SAID LANDS SITUATE IN SECTION 18, TOWNSHIP 41 SOUTH, RANGE 41 EAST, PALM BEACH COUNTY, FLORIDA. SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, COVENANTS, AND RIGHTS-OF-WAY OF RECORD.


NOTES:

1. REPRODUCTIONS OF THIS SKETCH ARE NOT VALID WITHOUT SURVEYOR'S SIGNATURE AND SEAL.
2. LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR RIGHTS-OF-WAY, EASEMENTS, OWNERSHIP, OR OTHER INSTRUMENTS OF RECORD.
3. BEARINGS SHOWN HEREON ARE BASED ON A PLAT BEARING ALONG THE SOUTH LINE OF PARCEL A, PALM BEACH PARK OF COMMERCE, P.I.P.D.-PLAT 19, WHICH LINE BEARS NORTH 88°51'46" WEST AND ALL OTHER BEARINGS ARE RELATIVE THERETO.
4. THE "LAND DESCRIPTION" HEREON WAS PREPARED BY THE SURVEYOR.
5. DATA SHOWN HEREON WAS COMPILED FROM INSTRUMENTS OF RECORD AND DOES NOT CONSTITUTE A BOUNDARY SURVEY AS SUCH.
6. RECORDING INFORMATION SHOWN HEREON IS OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED SKETCH OF DESCRIPTION OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS PREPARED UNDER MY DIRECTION ON DECEMBER 2, 2020. I FURTHER CERTIFY THAT THIS SKETCH OF DESCRIPTION MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17 ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS PURSUANT TO FLORIDA STATUTES 472.027.

SHEET 1 OF 2

 **CAULFIELD & WHEELER, INC.**
CIVIL ENGINEERING - LAND SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

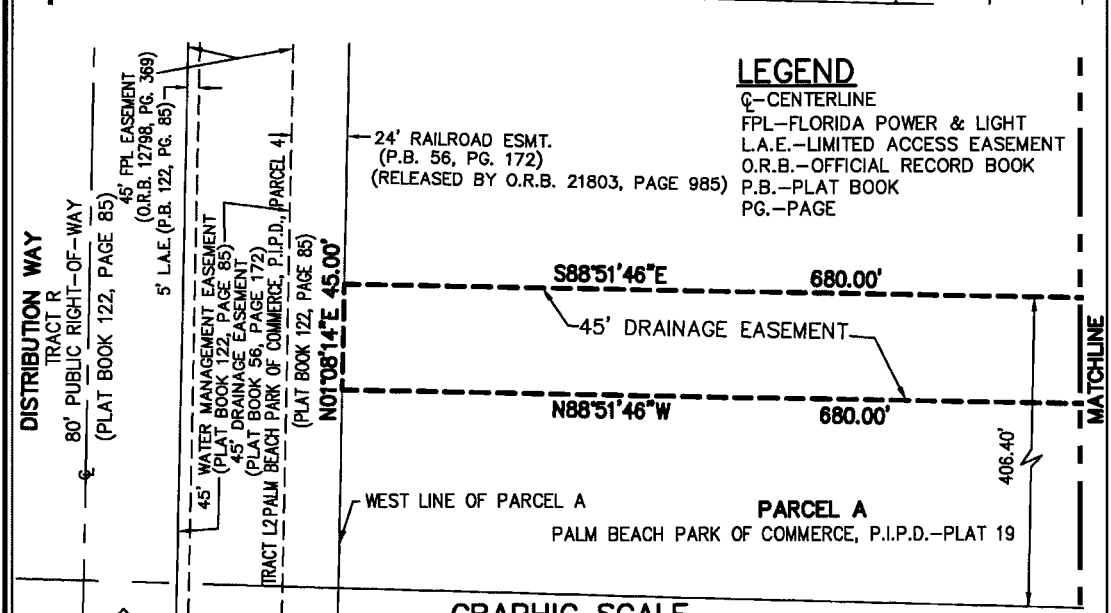
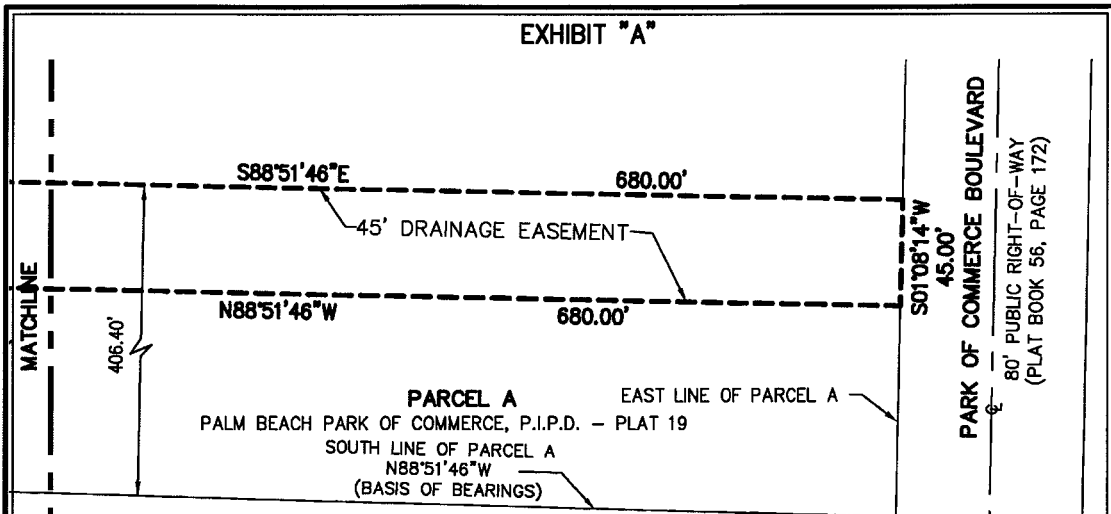
**PALM BEACH PARK OF COMMERCE P.I.P.D.-PLAT 19
45 FOOT DRAINAGE EASEMENT
SKETCH OF DESCRIPTION**

David Lindley
Digitally signed by David Lindley
DN: cn=DLS, o=FL, email=David.Lindley@caulfield.com, ou=CAULFIELD & WHEELER, INC., ou=Surveyors, ou=David Lindley, email=indalep@caulfield.com
Date: 2020.12.02 08:25:26 -05'00'

DAVID P. LINDLEY
REGISTERED LAND
SURVEYOR NO. 5005
STATE OF FLORIDA
LB# 3591

DATE	12/2/20
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	NONE
JOB NO.	8655escro

EXHIBIT "A"



LEGEND

- ⊕ - CENTERLINE
- FPL - FLORIDA POWER & LIGHT
- L.A.E. - LIMITED ACCESS EASEMENT
- O.R.B. - OFFICIAL RECORD BOOK
- P.B. - PLAT BOOK
- PG. - PAGE

GRAPHIC SCALE

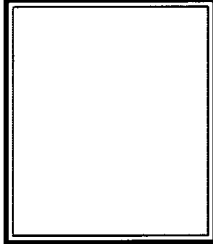


1 INCH = 60 FT.

NORTH

SHEET 2 OF 2

CAULFIELD & WHEELER, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 7900 GLADES ROAD - SUITE 100
 BOCA RATON, FLORIDA 33434
 PHONE (561)-392-1991 / FAX (561)-750-1452



DATE	12/2/20
DRAWN BY	DLS
F.B./ PG.	NONE
SCALE	1"=60'
JOB NO.	8655escro

**PALM BEACH PARK OF COMMERCE P.I.P.D.-PLAT 19
 45 FOOT DRAINAGE EASEMENT
 SKETCH OF DESCRIPTION**

UNIT NO. 53 – ARDEN

STATUS REPORT



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Adrian M. Salee
Ellen T. Baker

DATE: January 27, 2021

FROM: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 53 - Arden
Consider Resolution Adopting First Amendment to the Plan of Improvements
and First Amendment to the Report of Engineer (2021-02)

Background

Northern's Board of Supervisors previously took the action necessary to create Unit of Development No. 53. On June 24, 2015, the Board of Supervisors approved and adopted the Plan of Improvements (POI) and Report of Engineer (ROE) for Unit of Development No. 53. Northern's POI and ROE as adopted were consistent with Palm Beach County's zoning ordinance regulating the development.

On October 26, 2020, the Board of Supervisors adopted a resolution approving consideration of the adoption of the First Amendment to the Plan of Improvements for Unit of Development No. 53. On December 15, 2020, the First Amendment to the Engineer's Report for Unit of Development No. 53 was filed by Northern's Engineer with the Secretary of Northern. On December 16, 2020, Northern held a Public Hearing to receive comments on the First Amendment to the POI. Having undertaken these actions, General Counsel has prepared the attached resolution approving and adopting the First Amendment to the POI and First Amendment to the ROE.

Fiscal Impact

The cost of preparation of the First Amendment to the POI and ROE were previously paid to Northern by Freehold Communities.

Recommendation

Northern Staff, District Engineer and General Counsel recommend the Board of Supervisors adopt the attached Resolution No. 2021-02.

RESOLUTION NO. 2021-02

**RESOLUTION OF THE BOARD OF SUPERVISORS OF
NORTHERN PALM BEACH COUNTY IMPROVEMENT
DISTRICT APPROVING THE FIRST AMENDMENT TO
THE PLAN OF IMPROVEMENTS AND FIRST
AMENDMENT TO THE ENGINEER’S REPORT FOR UNIT
OF DEVELOPMENT NO. 53**

WHEREAS, Northern Palm Beach County Improvement District is an independent special district of the State of Florida having been created in 1959 by the Florida Legislature; and

WHEREAS, Northern Palm Beach County Improvement District operates in accordance with the provisions of Chapter 2000-467, Laws of Florida, as amended, plus applicable provisions of Chapter 298, Florida Statutes (collectively referred to herein as the “Act”); and

WHEREAS, the Act provides for the creation, on a geographical area basis, of separate Units of Development within Northern’s jurisdictional boundaries; and

WHEREAS, in accordance with the provisions of the Act, actions were previously taken by Northern’s Board of Supervisors for the formation of its Unit of Development No. 53; and

WHEREAS, on June 24, 2015, the Board of Supervisors approved and adopted the Plan of Improvements and Report of Engineer for Unit of Development No. 53; and

WHEREAS, on October 26, 2020, the Board of Supervisors adopted a resolution approving consideration of the adoption of a proposed First Amendment to the Plan of Improvements for Unit of Development No. 53; and

WHEREAS, on December 16, 2020, the Board of Supervisors held a Public Hearing to receive comments on a proposed First Amendment to the Plan of Improvements for Unit of Development No. 53 and after having determined that no objections were submitted as to the proposed First Amendment to the Plan of Improvements, directed Northern’s Engineer to commence preparation of a First Amendment to the Engineer’s Report in accordance with the Act; and

WHEREAS, the First Amendment to the Engineer’s Report for Unit of Development No. 53 was filed by Northern’s Engineer with the Secretary of Northern on December 15, 2020; and

WHEREAS, pursuant to the provisions of the Act, Northern’s Board of Supervisors timely advertised for and held a Public Hearing on this same date for the final consideration, approval, confirmation and adoption of the proposed First Amendment to the Plan of Improvements and the First Amendment to the Engineer’s Report for Unit of Development No. 53.

NOW, THEREFORE, be it resolved by the Board of Supervisors of NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT, as follows:

1. The Board of Supervisors finds that no written objections were submitted, nor any objections made at or before this duly advertised Public Hearing on the approval and adoption of the First Amendment Plan of Improvements and associated First Amendment to the Engineer's Report for Unit of Development No. 53.

2. Following examination of the First Amendment to the Engineer's Report, the Board of Supervisors finds that the amended estimated cost of construction of the improvements contemplated in the First Amendment to the Plan of Improvements for Unit of Development No. 53 is less than the aggregate benefits determined for the lands located within its Unit of Development No. 53.

3. Based on the above determinations and findings, the Board of Supervisors does hereby:

(A) Approve, adopt and confirm the First Amendment to the Plan of Improvements, for its Unit of Development No. 53, a true and correct copy of which is attached hereto and identified as Exhibit "A".

(B) Approve, adopt and confirm the First Amendment to the Engineer's Report and the recommendations and findings contained therein for its Unit of Development No. 53, a true and correct copy of which is attached hereto and identified as Exhibit "B".

4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

5. This Resolution shall become effective as of the date of its adoption.

THIS RESOLUTION PASSED AND WAS ADOPTED UNANIMOUSLY BY THE BOARD OF SUPERVISORS OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT ON THIS 27th DAY OF JANUARY, 2021.

[DISTRICT SEAL]

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

By: _____
Assistant Secretary

By: _____
President, Board of Supervisors

UNIT OF DEVELOPMENT No. 53

First Amendment to
Plan of Improvements

Arden

Northern Palm Beach County
Improvement District

September 23, 2020



1500 Gateway Boulevard, Suite 200

Boynton Beach, Florida 33426

Phone: 561-697-7000

Fax: 561-369- 4731

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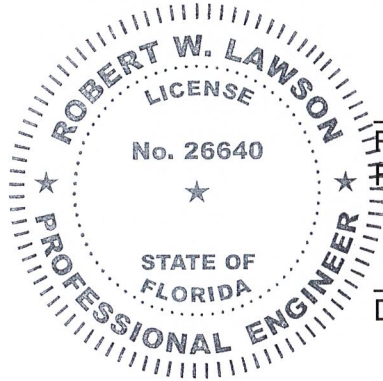
*UNIT OF DEVELOPMENT No. 53
First Amendment to Plan of Improvements
September 23, 2020*

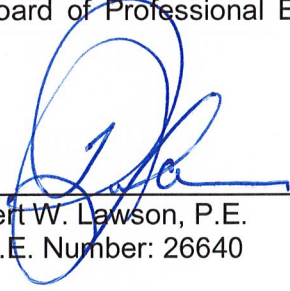
DISCLAIMER

This document is a copy and is being provided at the request of **Northern Palm Beach County Improvement District** for informational purposes only. The signed and sealed original of this document was filed with **Northern Palm Beach County Improvement District**, 359 Hiatt Drive, Palm Beach Gardens, Florida.

ENGINEER'S CERTIFICATION

I HEREBY CERTIFY, as a Professional Engineer in the State of Florida, that the information in this **First Amendment to the Plan of Improvements for Northern Palm Beach County Improvement District Unit of Development No. 53** was assembled under my direct responsible charge. The information provided herein was based on the information that was available and obtained from Michael B. Schorah and Associates, Inc., as Project Engineer. The below stated certifying Engineer cannot be responsible for added or deleted information once distributed. This First Amendment to the Plan of Improvements is not intended or represented to be suitable for any reuse without specific verification or adoption by the undersigned Engineer. This verification is provided in accordance with the Florida Board of Professional Engineers' Rule on Certification under Chapter 61G15-18.011(4).




Robert W. Lawson, P.E.
FL P.E. Number: 26640

9-23-20
Date

ARCADIS U.S., Inc.
1500 Gateway Boulevard, Suite 200
Boynton Beach, FL 33426
Phone: 561-697-7002
Fax: 561-369-4731

I. INTRODUCTION

A. General

Unit of Development No. 53 (“the Unit”), originally known as Highland Dunes and now known as Arden, is located in unincorporated Palm Beach County, Florida and is comprised of approximately 1130 acres of real property situated on the north side of Southern Boulevard approximately 2.25 miles west of the intersection of Seminole Pratt Whitney Road and Southern Boulevard.

The Unit has a zoning designation of Residential Planned Development. The original site plan included in Palm Beach County Zoning Application 2005-00394 was approved by the Palm Beach County Board of County Commissioners under Resolution R-2013-1528. The plan received approval for 2000 residential units, 50,000 SF specialty retail space, and two private recreational parcels. Although not a part of the Unit, and as depicted in Exhibit “C”, there are sites along the frontage of Southern Boulevard designated for School and Civic uses.

B. Current Status of Plan of Improvements

Construction work on this project began in November of 2015 and significant work identified in the Plan of Improvements for the Unit has been completed. As listing of work completed is as follows:

Surface Water Management System

- All water management system lakes and the outfall control structure have been completed as well as the mass rough grading to support development of the Unit.
- Large diameter drainage culverts identified on Exhibit D as being public improvements have been installed in areas where subdivision improvements have been completed.

Off-Site Intersection Improvements

- Turn lane improvements to Southern Boulevard (SR 80) at the project’s main entrance have been completed.
- Mast arm signalization at Southern Boulevard (SR 80) and Arden Lake Way has been completed and is operational.

Off-Site Roadway Improvements

- Filling of the 200-foot right of way for a possible future east west roadway located along the northern border of the Unit has been filled as required.

On-Site Roadway Improvements

- Arden Lake Way from Southern Boulevard to the project’s private entrance gates and Cain Field Trace from Southern Boulevard to its intersection with Arden Lake Way, as shown on Exhibit F, have been constructed and are open to the public.

On-Site Potable Water and Sewer Collection and Transmission Improvements

- Public water and sewer improvements serving the specialized retail, recreational, and residential uses constructed to date have been completed and conveyed to Palm Beach County Water Utilities Department for operation and maintenance.

On-Site Landscape and Hardscape Improvements

- The first phase of the linear park along the western boundary of the project, adjacent to Parcels K, A and B, was completed in March of 2018. Phase one included approximately 3812 linear feet of landscape, hardscape, irrigation, and pathway improvements.
- The second phase of the linear park along the western boundary of the development adjacent to Parcel C is under construction, includes similar improvements and, upon completion, will extend the park approximately 1716 feet to the north.

Off-Site Median Landscape Improvements

- The Unit's Plan of Improvements included an option for installation and maintenance of median improvements in Southern Boulevard or for payment of a fee into the OTIS program that provides Palm Beach County with funding for installation and maintenance of landscaping in a more consistent and coordinated manner. The OTIS payment of \$461,026.63 was made in July of 2016 and completes this requirement for the project.

Plan Review and Inspection Fees

- Plan review and inspection fees have been paid as a part of each public improvement project as they are approved by Palm Beach County. These fees are established as a part of the plan review process and will continue to be paid with each successive plat that is submitted for review.

II. **FIRST AMENDMENT**

A. Description of First Amendment to the Plan of Improvements

The purpose of the First Amendment to the Plan of Improvements is to revise and amend the current Plan of Improvements that was previously approved by Northern on behalf of Unit if Development No. 53.

The First Amendment to the Plan of Improvements identifies a pending change in land use to allow the residential unit count to increase from 2000 to 2334 units. To facilitate the increase in residential units, a modification to the site plan as well as size and type of unit is required.

Exhibits included in this First Amendment to the Plan of Improvements reflect changes in the site plan required to accommodate the additional residential units.

B. Maintenance Responsibilities

Should the First Amendment to the Plan of Improvements be adopted, Northern's maintenance responsibilities will not change from those responsibilities identified in the current Plan.

III. CONDITIONS

The findings and opinions of the District Engineer as expressed in this First Amendment are subject to the following understandings and conditions:

In rendering the findings and opinions set forth herein, the District Engineer has considered, and in certain instances, relied upon opinions, information, and public documentation prepared or supplied by others, which may have included: public officials, public entities, individuals or entities having an interest in some or all of the real property which comprises the Unit of Development, engineering professionals, property appraisers, surveyor, developers, Northern's staff and consultants.

IV. PROPERTY INTERESTS

Northern has and will require that it be provided, at no cost to Northern, various real property interests including fee simple title if requested by Northern, rights-of-way, easements, and access as necessary for the ownership, operation and maintenance of any herein authorized Unit Improvements. It will also be required that all lands, easements and rights-of-way needed by Northern and Palm Beach County in order to operate and maintain the Improvements to be constructed and/or funded by Northern, are donated by the Landowner at no cost to said entities.

V. METHOD OF FINANCING

Several alternative methods of funding the implementation and completion of the Improvements authorized in the Plan of Improvements which are to be constructed on existing or Landowner provided public property interests are available to Northern in accordance with past policy and applicable state statutes.

Those methods are as follows:

- A. Donations by the Landowner of the Unit's Improvements provided such Improvements are constructed in accordance with plans and specifications approved by the Northern Engineer.
- B. Donation of funding by the Landowner to Northern for construction of authorized Improvements.
- C. Construction of authorized Improvements utilizing the sale of Northern bonds or notes that would be repaid from annual non-ad valorem assessments levied upon the benefitted and assessable lands within the Unit until the indebtedness is retired.
- D. A combination of A, B and C above including the authority, if Northern so determines, to reimburse the Landowner for any funds previously advanced by it to Northern, to the extent said Improvements, works or services are authorized in the Plan.

VI. FINDINGS

Subject to and conditioned upon the above, the District Engineer reports as follows:

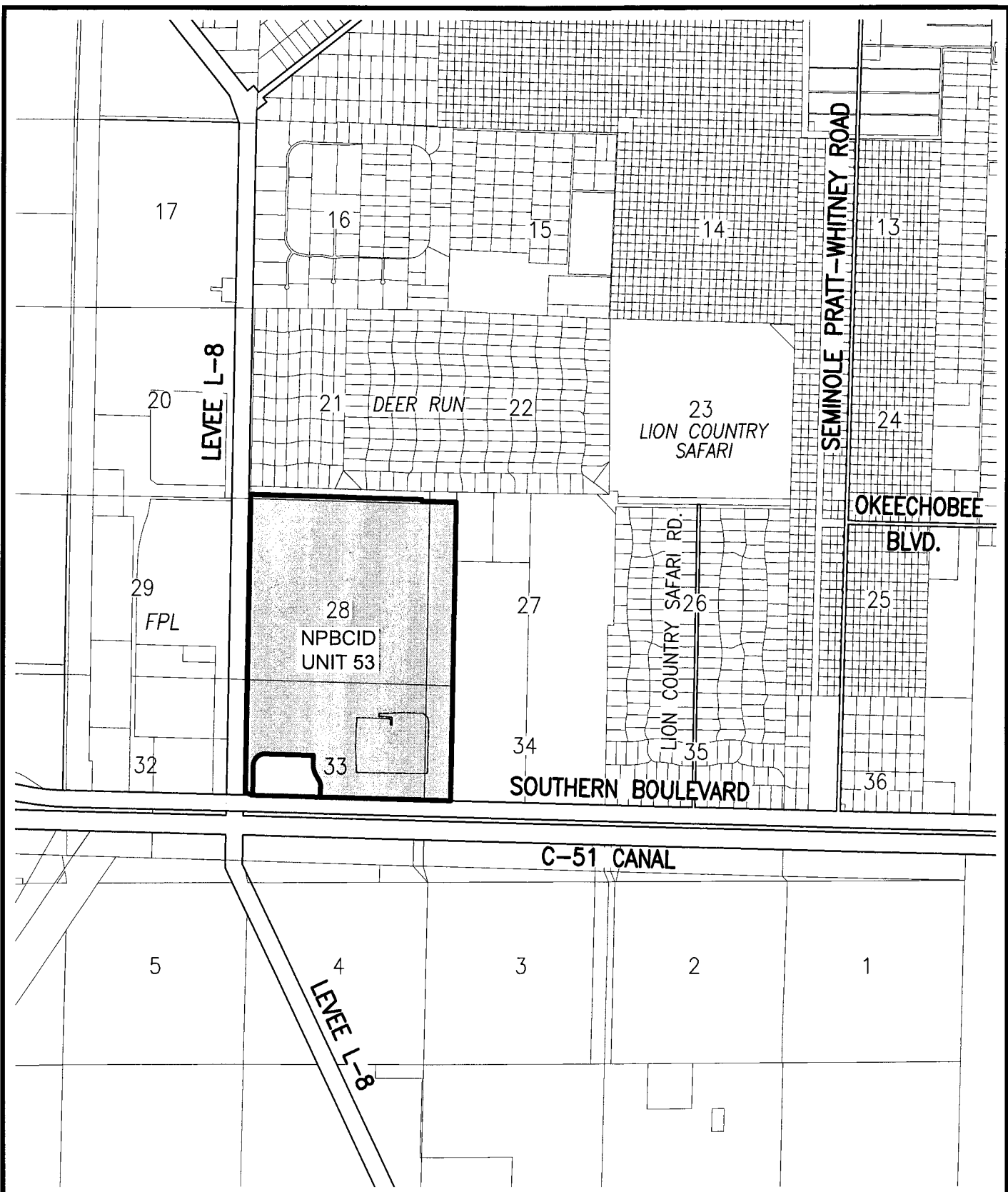
- A. The District Engineer has visited and viewed the Unit of Development.
- B. That the Assessable Real Property located within the Unit of Development will remain improved and benefited from the implementation and construction of the Plan of Improvements as herein amended by this First Amendment.

VII. RECOMMENDATIONS

Based on the information presented in this Plan, the following recommendations are made:

- A. That the First Amendment to the Unit of Development No. 53 Plan of Improvements be approved by the Northern Palm Beach County Improvement District Board of Supervisors
- B. That all lands, rights-of-way or easements required for authorized Improvements in the Plan of Improvements, as amended by this First Amendment, be furnished to Northern, Palm Beach County, and other governmental entities and agencies in fee simple title and/or by perpetual easement, as the case may be, in accordance with their respective policies and at no cost to said entities.
- C. That the Improvements, as authorized in the Plan of Improvements and this First Amendment to the Plan be implemented and upon their completion, maintained and operated for the benefited lands within Unit of Development No. 53.

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NOT TO SCALE

LOCATION MAP

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
UNIT OF DEVELOPMENT NO. 53

EXHIBIT A

LEGAL DESCRIPTION
(UNIT 53)

PARCEL 2

THE SOUTH 360 FEET OF SECTION 21, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA; LESS THE NORTH 240 FEET OF THE SOUTH 360 FEET OF SAID SECTION 21; ALSO THE NORTH 50 FEET OF THE SOUTH 120 FEET OF THE EAST 220 FEET OF SAID SECTION 21.

PARCEL 3:

THE SOUTH 360 FEET OF THE WEST 780 FEET OF SECTION 22, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA; LESS THE NORTH 290 FEET OF THE SOUTH 360 FEET OF THE WEST 780 FEET OF SAID SECTION 22.

PARCEL 4:

THE WEST 780 FEET OF SECTION 27, TOWNSHIP 43 SOUTH RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA.

PARCEL 5:

ALL OF SECTION 28, TOWNSHIP 43 SOUTH RANGE 40 EAST PALM BEACH COUNTY, FLORIDA.

PARCEL 8:

ALL OF SECTION 33, TOWNSHIP 43 SOUTH RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF STATE ROAD 80 RIGHT-OF-WAY.

PARCEL 9:

THAT PART OF THE WEST 780 FEET OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF STATE ROAD 80 RIGHT-OF-WAY.

LESS AND EXCEPTING FROM PARCELS 2, 5 AND 8, THAT PORTION WHICH LIES WITHIN THAT STRIP OF LAND WHICH LIES 46.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY RIGHT OF WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT L-8 CANAL AS PER THE RIGHT OF WAY MAP FOR SAID L-8 CANAL, DWG "L-8-1", AND DATED MAY 8, 1950 AND PROVIDED TO THIS OFFICE BY THE SOUTH FLORIDA WATER MANAGEMENT DEPARTMENT OF SURVEY.

LESS AND EXCEPT THE CIVIC SITE DESCRIBED BELOW.

CIVIC SITE

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 01°11'59" WEST ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 3370.48 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80 AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SHEETS 6 AND 7, SECTION 93120-2515, DATED MAY 1984;; THENCE SOUTH 88°29'50" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, A DISTANCE OF 228.06 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°30'10" EAST, A

EXHIBIT B

DISTANCE OF 17.00 FEET; THENCE NORTH 46°14'04" EAST, A DISTANCE OF 35.52 FEET; THENCE NORTH 00°57'59" EAST, A DISTANCE OF 823.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 90°32'11" AND A DISTANCE OF 537.25 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°29'50" EAST, A DISTANCE OF 1405.97 FEET; THENCE SOUTH 01°30'10" WEST, A DISTANCE OF 262.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 32°00'29" AND A DISTANCE OF 312.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 30°30'20" EAST, A DISTANCE OF 150.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 32°00'29" AND A DISTANCE OF 245.81 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°30'10" WEST, A DISTANCE OF 231.21 FEET; THENCE SOUTH 46°30'10" WEST, A DISTANCE OF 56.57; THENCE SOUTH 01°30'10" WEST, A DISTANCE OF 17.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80; THENCE NORTH 88°29'50" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, A DISTANCE OF 1955.04 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE OKEECHOBEE BOULEVARD EXTENSION DESCRIBED BELOW.

OKEECHOBEE BOULEVARD EXTENSION

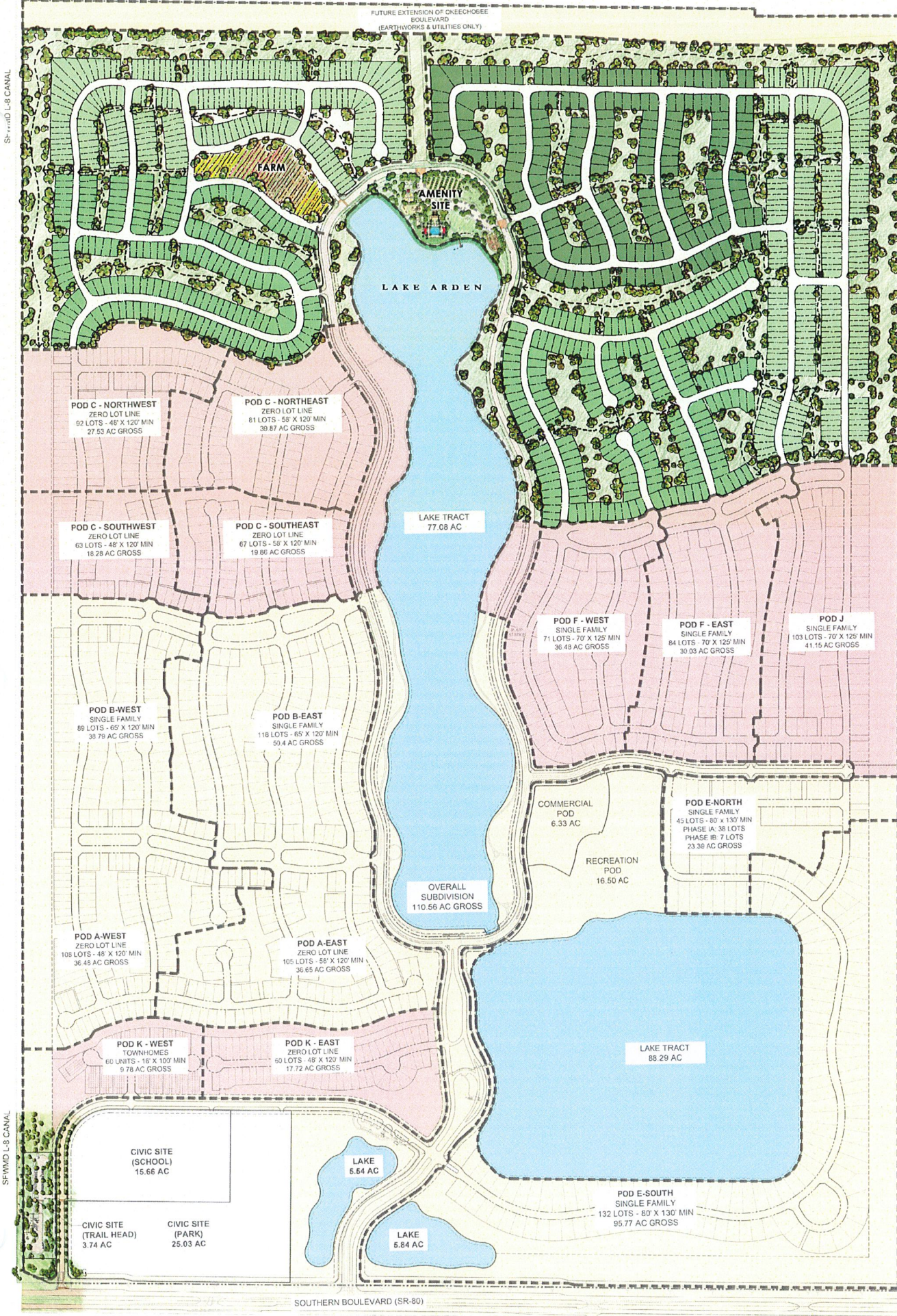
A PARCEL OF LAND LYING IN SECTIONS 21, 22, 27 AND 28, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28, SAID POINT BEING THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE SOUTH 88°17'33" EAST ALONG THE NORTH LINE OF SAID SECTION 28, ALSO THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 2.61 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°57'59" EAST, A DISTANCE OF 120.01 FEET TO A POINT ON A PARALLEL LINE, 120 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) SAID NORTH LINE OF SECTION 28 AND SAID SOUTH LINE OF SAID SECTION 21; THENCE SOUTH 88°17'33" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 5025.55 FEET; THENCE SOUTH 00°23'04" EAST, A DISTANCE OF 50.03 FEET; THENCE SOUTH 88°17'33" EAST, A DISTANCE OF 220.15 FEET; THENCE SOUTH 89°07'53" EAST, A DISTANCE OF 779.92 FEET; THENCE SOUTH 00°27'26" EAST, A DISTANCE OF 70.02 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 27, ALSO THE SOUTH LINE OF SAID SECTION 22; THENCE SOUTH 01°02'49" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 89°07'53" WEST, A DISTANCE OF 782.60 FEET; THENCE NORTH 88°17'33" WEST, A DISTANCE OF 221.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 14,100.00 FEET, A CENTRAL ANGLE OF 03° 00'00" AND A DISTANCE OF 738.27 FEET TO A POINT OF TANGENCY ; THENCE NORTH 85°17'33" WEST, A DISTANCE OF 222.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 13,900.00 FEET, A CENTRAL ANGLE OF 03°00'00", A DISTANCE OF 727.80 FEET TO A POINT OF TANGENCY ; THENCE NORTH 88°17'33" WEST, A DISTANCE OF 3,337.52 FEET; THENCE NORTH 00°57'59" EAST, A DISTANCE OF 80.02 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

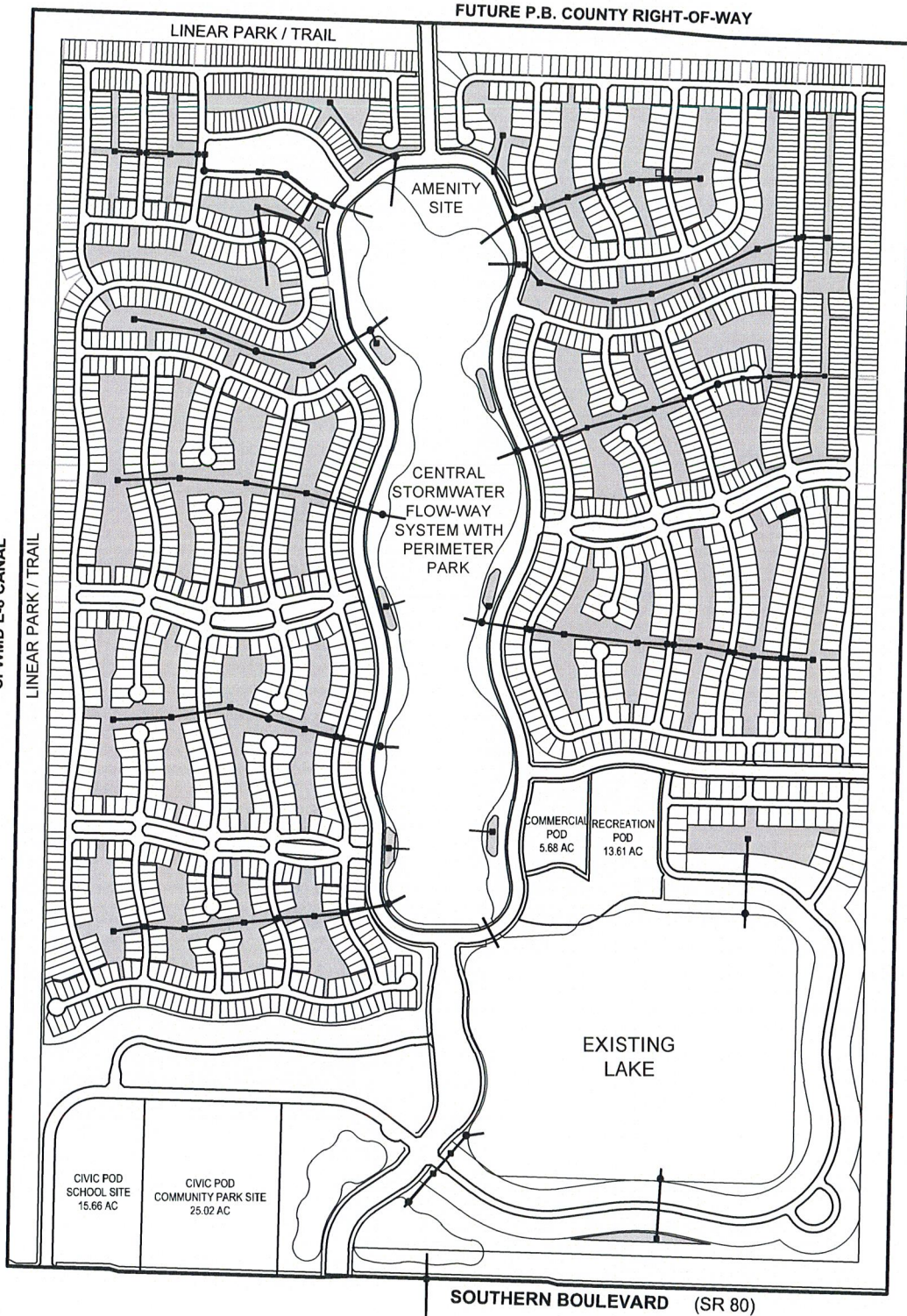
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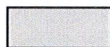

EXHIBIT B



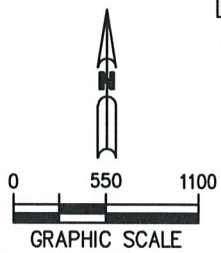


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-  OPEN SPACE TRACTS
-  STORM DRAINAGE

SURFACE WATER MANAGEMENT SYSTEM
UNIT OF DEVELOPMENT NO. 53

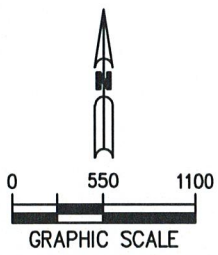
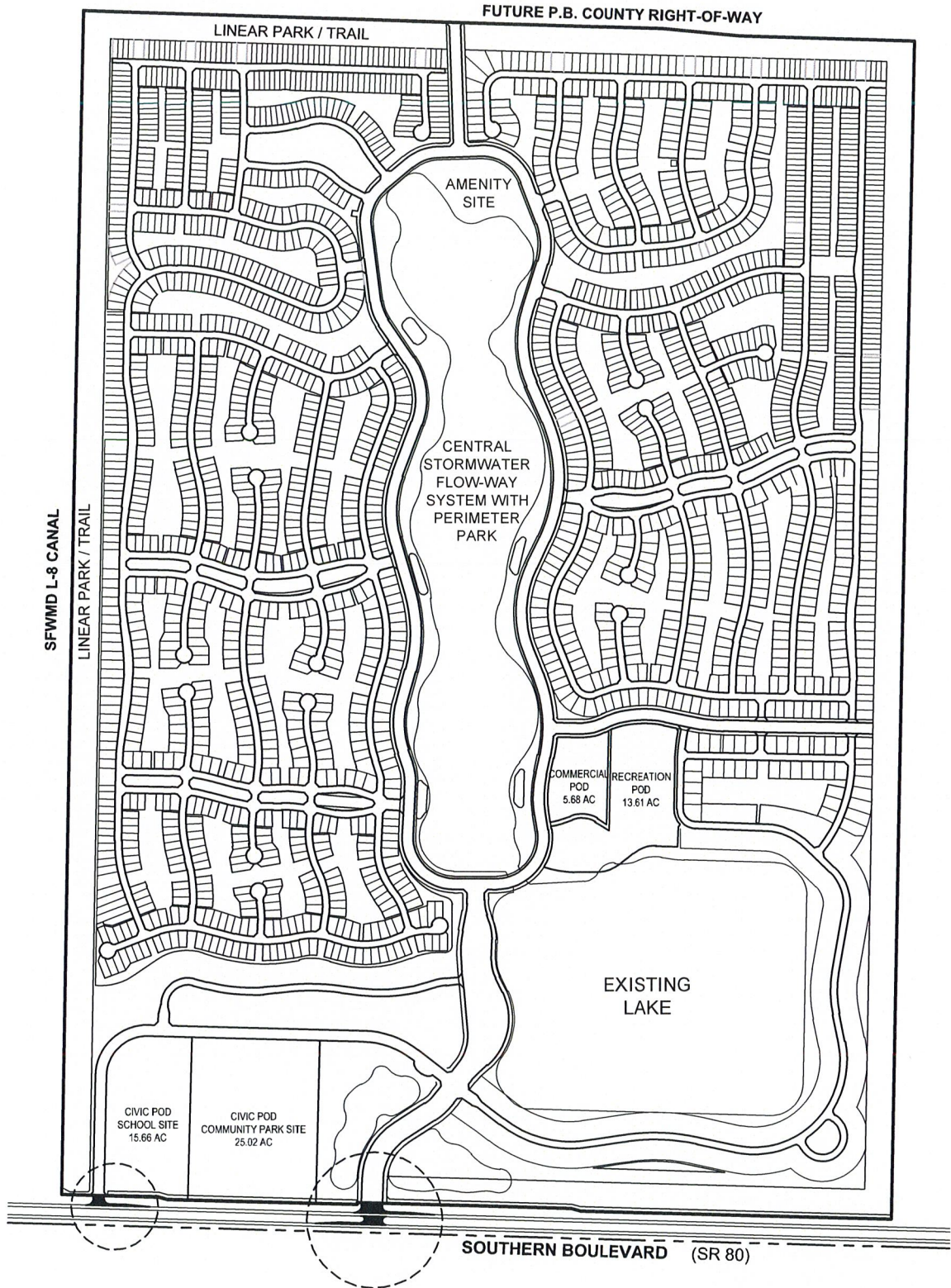


AMENDED EXHIBIT D



ARCADIS U.S., Inc.
1500 Gateway Boulevard, Suite 200, Boynton Beach, Florida 33426
Tel: (561) 697-7000 Fax: (561) 369-4731
www.arcadis.com

Date: Time : Mon, 14 Sep 2020 - 9:44am Path Name : C:\Users\jfitzgerald\Documents\Jamies Files\WORK DWG\WFO59000 NPBCD\UNIT 53\POI Exhibits\POI Exhibit E.dwg



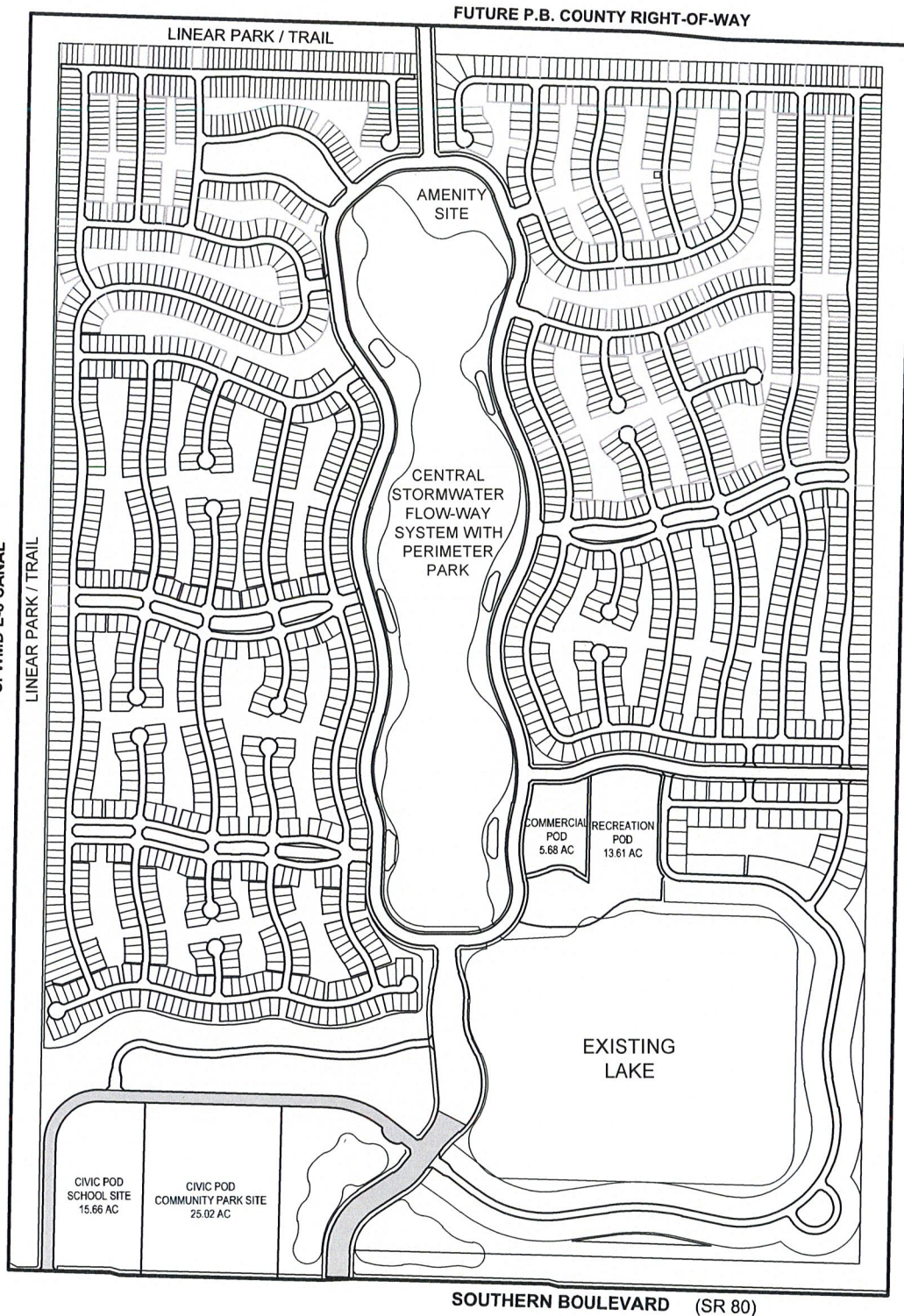
OFF-SITE INTERSECTIONS
UNIT OF DEVELOPMENT NO. 53

AMENDED EXHIBIT E

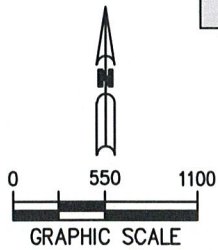


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 PUBLIC ROADS



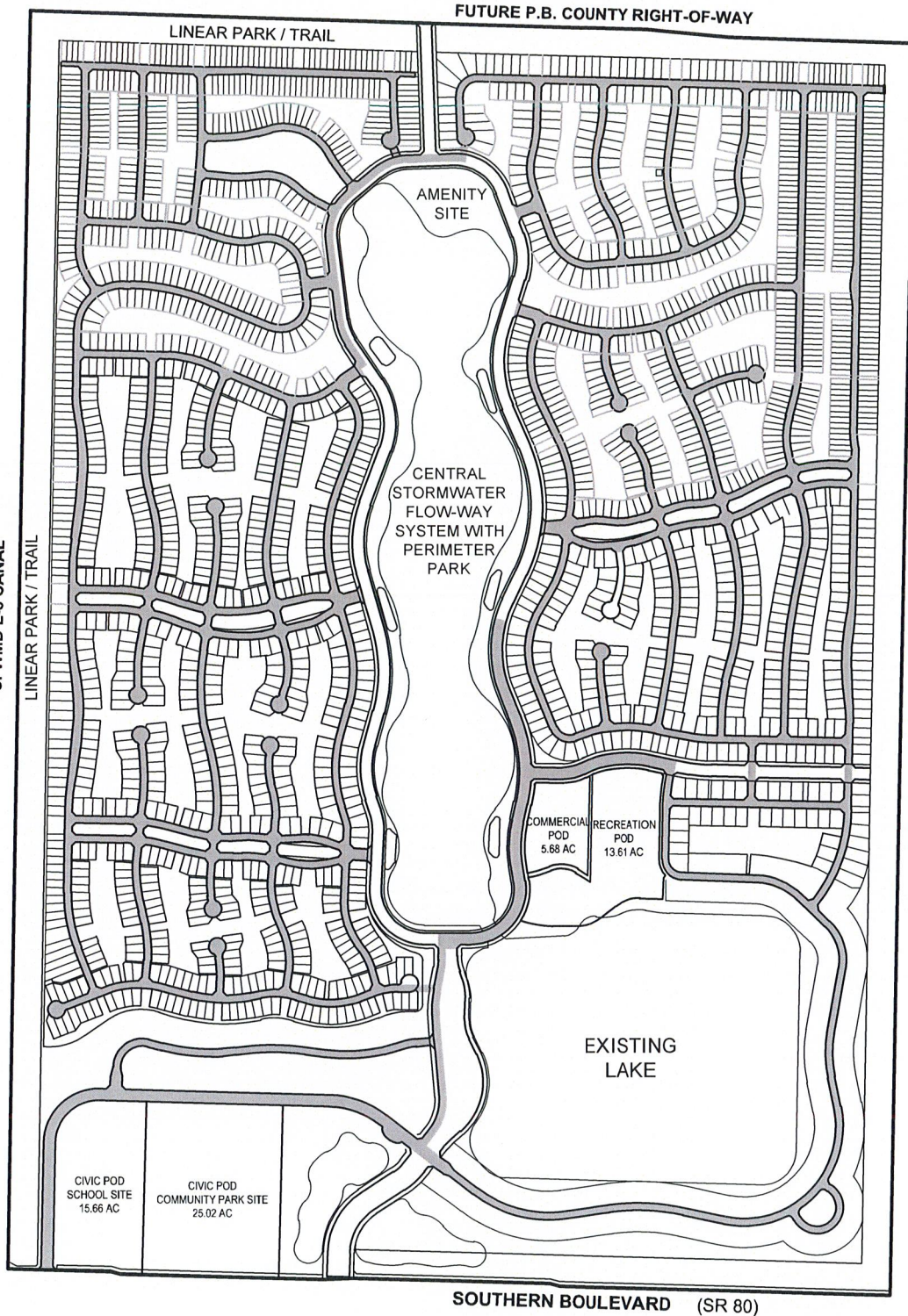
ON-SITE ROADWAYS
UNIT OF DEVELOPMENT NO. 53

AMENDED EXHIBIT F

 **ARCADIS**

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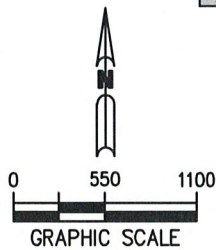
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ON-SITE WATER DISTRIBUTION SYSTEM

ON-SITE WATER

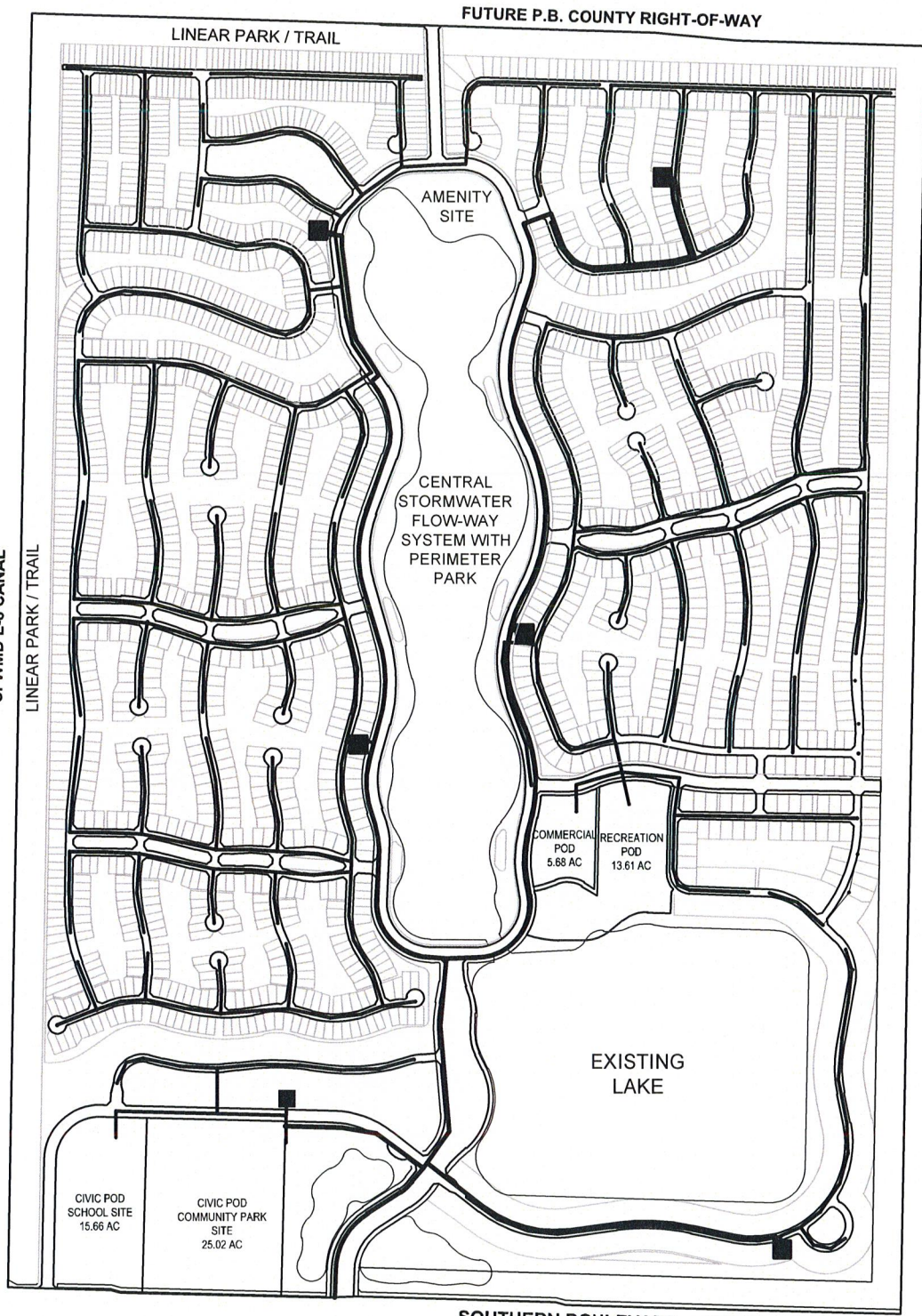
UNIT OF DEVELOPMENT NO. 53



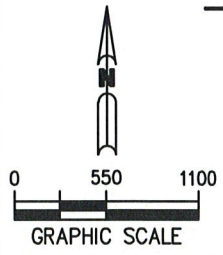
AMENDED EXHIBIT G

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- LIFT STATION
- FORCE MAIN
- GRAVITY SEWER



ON-SITE SEWER & FORCE MAIN
UNIT OF DEVELOPMENT NO. 53

AMENDED EXHIBIT H

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UNIT OF DEVELOPMENT No. 53

First Amendment
to
Report of Engineer

**Northern Palm Beach County
Improvement District**

December 2020



1500 Gateway Boulevard, Suite 200
Boynton Beach, Florida 33426
561-697-7000

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Exhibit B	Amended Development Phasing Map
Exhibit C	Amended Estimate of the Cost of Implementation of the Plan of Improvements, as amended, and Organizational Expenses
Exhibit D	Legal Description
Exhibit D-2	Amended Benefit Assessment and Apportionment

INTRODUCTION

For the purpose of this amendment, the Report of Engineer dated May 19, 2015 and approved by the Board of Supervisors at the June 24, 2015 Board meeting will be referred to as the Report of Engineer.

This First Amendment to the Report of Engineer (together the "Report") was prepared by ARCADIS U.S., Inc. (the "District Engineer") in its capacity as the District Engineer for Northern Palm Beach County Improvement District, an Independent Special District of the State of Florida, (hereinafter referred to as "Northern").

1. AUTHORIZATION

This Report was authorized through Purchase Order 20-691 issued by Northern for its Unit of Development No. 53 (the "Unit") shown on Exhibit A and was prepared pursuant to the applicable provisions of Chapter 298, Florida Statutes, and Chapter 2000-467, laws of Florida, as amended (together the "Act").

2. DEFINITIONS

Except as hereinafter set forth, all capitalized terms and phrases used in the Report shall have the meaning ascribed thereto in the Act and in addition, the following terms have the following meanings:

- (A) "Assessable Real Property" means that real property located within the Unit of Development which receives benefits from implementation of the Plan of Improvements, as amended from time to time, and may be subject to the levy of non-ad valorem assessments by Northern.
- (B) "Exempt Acres" means that real property located within the Unit of Development which is not subject to the levy of non-ad valorem assessments by Northern, including by way of example but not limitation: (i) real property owned by Northern, the Board of the Trustees of the Internal Improvement Trust Fund, other local governments, or Property Owner Associations, and (ii) public road rights-of-way.
- (C) "Plan of Improvements" means the "Water Management Plan", as amended by One Amendment thereto, for the Unit, copies of which are on file in the administrative offices of Northern and incorporated herein by this reference.

3. PURPOSE

This Report has been prepared to assist Northern's Board of Supervisors in its consideration of a re-allocation of benefits for the Unit based on revised Conditions of Approval approved by the Palm Beach County Board of County Commissioners on October 22, 2020 under Resolution R-2020-1626.

The revised Conditions of Approval allow an increase in the total number of residential units from the originally approved 2000 units, to a total of 2334 units. The increase in units will be accomplished through a change in acreage to be designated in each of the three residential land use classifications. All changes to land use classifications will occur on un-platted land in Phase III, as shown on Exhibit B, that has yet to have a land use classification assigned to it. The three residential land use classifications established in the original Report of Engineer remain unchanged and are Townhome Residential (THR), Single-Family Residential Zero Lot Line (ZLL) and Single-Family Tradition (SFR).

The Benefit Assessment Determination and Apportionment methodology shown as Exhibit D-2 of the original Report of Engineer dated May 19, 2015 is being replaced by a new Benefit Assessment Determination and Apportionment methodology as shown in Exhibit D-2 of this Report. The new methodology presented in this Report will become effective for tax year 2021. The minimum acreage required to be designated to each Land Use Classification, as stated in the 2015 Report of Engineer, will be modified with approval of this report to accommodate the revised conditions of approval. Proposed modifications to the acreages and Taxing Units within the three residential land use classifications will result in an increase in the overall Assessable Real Property within the Unit and impact the relative benefit received by each classification. As such, the purpose of this Amendment is to establish a new allocation of benefits for the purpose of setting future assessments.

4. STATUS OF IMPROVEMENTS

Improvements and maintenance responsibilities identified in the original Plan of Improvements included the surface water management system, off-site intersection signalization, off-site and on-site roadways, landscape/hardscape improvement in the perimeter park, off-site median landscaping, potable water and sewer collection system improvements, as well as plan review and inspection fees.

At the time of this Amendment, the approximate percentage of completion on elements of public infrastructure included in the Plan of Improvements is as follows:

Surface Water Management System	100%
Off-Site Intersection Signalization	100%
Off-Site Roadways	100%
On-Site Roadways Outside Security Gate	100%
On-Site Potable Water and Sewer Collection	50%
On-Site Landscape/Hardscape Park	33%
Off-Site Median Landscape	100%
Plan Review and Inspection Fees	50%

5. CONDITIONS

The findings and opinions of the District Engineer as expressed in this Amendment are subject to the following understandings and conditions:

- (A) In rendering the findings and opinions set forth herein, the District Engineer has considered and in certain instances relied upon opinions, information and documentation prepared or supplied by others, which may have included: public officials, public entities, individuals or entities having an interest in some or all of the real property which comprises the Unit of Development, engineering professionals, property appraisers, surveyors, Northern's staff and consultants.
- (B) The factual information contained herein relating to the: (i) quantity of acreage, and (ii) description of the real property located within the Unit of Development was acquired through the Palm Beach County Tax Collector's and Property Appraiser's online information.
- (C) At this time, a significant number of the improvements described in the Plan of Improvements and subsequent First Amendment thereto, have been completed and the remaining portions are being designed and permitted. An updated estimate of the cost of construction for the Plan of Improvements is included as Exhibit C and was based, in part, upon engineering cost estimates submitted by Michael B, Schorah and Associates, Inc., and bids received for public work that has been completed.

6. FINDINGS

Subject to and conditioned upon the above, the District Engineer reports as follows:

- (A) The District Engineer has visited and viewed the Unit.
- (B) The First Amendment to the Report of Engineer does not increase the assessment of benefits that were previously determined in the Unit's Report of Engineer.
- (C) All Assessable Real Property located within the Unit is improved and benefited from the implementation of the Plan of Improvements as amended.
- (D) There are no Determined Damages as a result of this First Amendment.

7. RECOMMENDATIONS

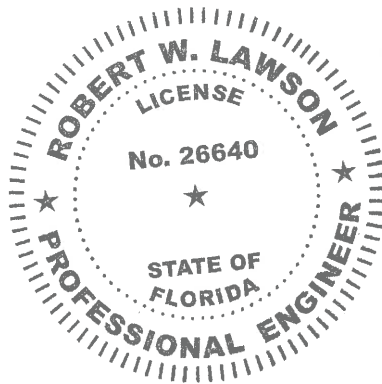
Northern will need funding in order to: (A) maintain and preserve the works of the Plan of Improvements as amended by the One Amendment thereto (including their subsequent repair, upgrade, relocation, restoration and/or replacement when needed), and (B) pay its expenses as they relate to administration and management of the Unit.

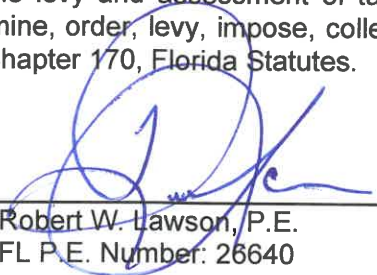
Therefore, since these expenses may fluctuate, the District Engineer recommends that an annual "Maintenance Assessment" be determined, assessed, apportioned and levied by Northern's Board of Supervisors upon the Assessable Real Property located within the Unit of Development for the purpose of defraying the above-described costs and expenses.

The Maintenance Assessment should be determined, assessed, apportioned and levied upon the Assessable Real Property within the Unit of Development pursuant to the Act and in accordance with the Allocation and Apportionment of Benefits as set forth in this Amendment.

8. **ALTERNATE ASSESSMENT OPTIONS**

This Amendment, including the recommendations and findings contained herein, is not intended nor should it be construed as limiting or restricting Northern's authority to exercise alternative or additional procedures for the levy and assessment of taxes or special assessments, including the power to determine, order, levy, impose, collect and enforce taxes or special assessments pursuant to Chapter 170, Florida Statutes.




Robert W. Lawson, P.E.
FL P.E. Number: 26640

12-15-20

Date

ARCADIS U.S., Inc.
1500 Gateway Boulevard, Suite 200
Boynton Beach, FL 33426
Phone: 561-697-7000
Fax: 561-369-4731

**NOTE: Reproductions of this report are not valid unless signed,
Dated and embossed with an Engineer's seal.**

Date\Time : Mon, 04 May 2015 - 11:38am Path\Name : G:\APProjects\NLR\WF\WFD59000 NPBCID\DOCS\Plans of Improvement\Unit 53\Unit 53 EXHIBIT A.dwg



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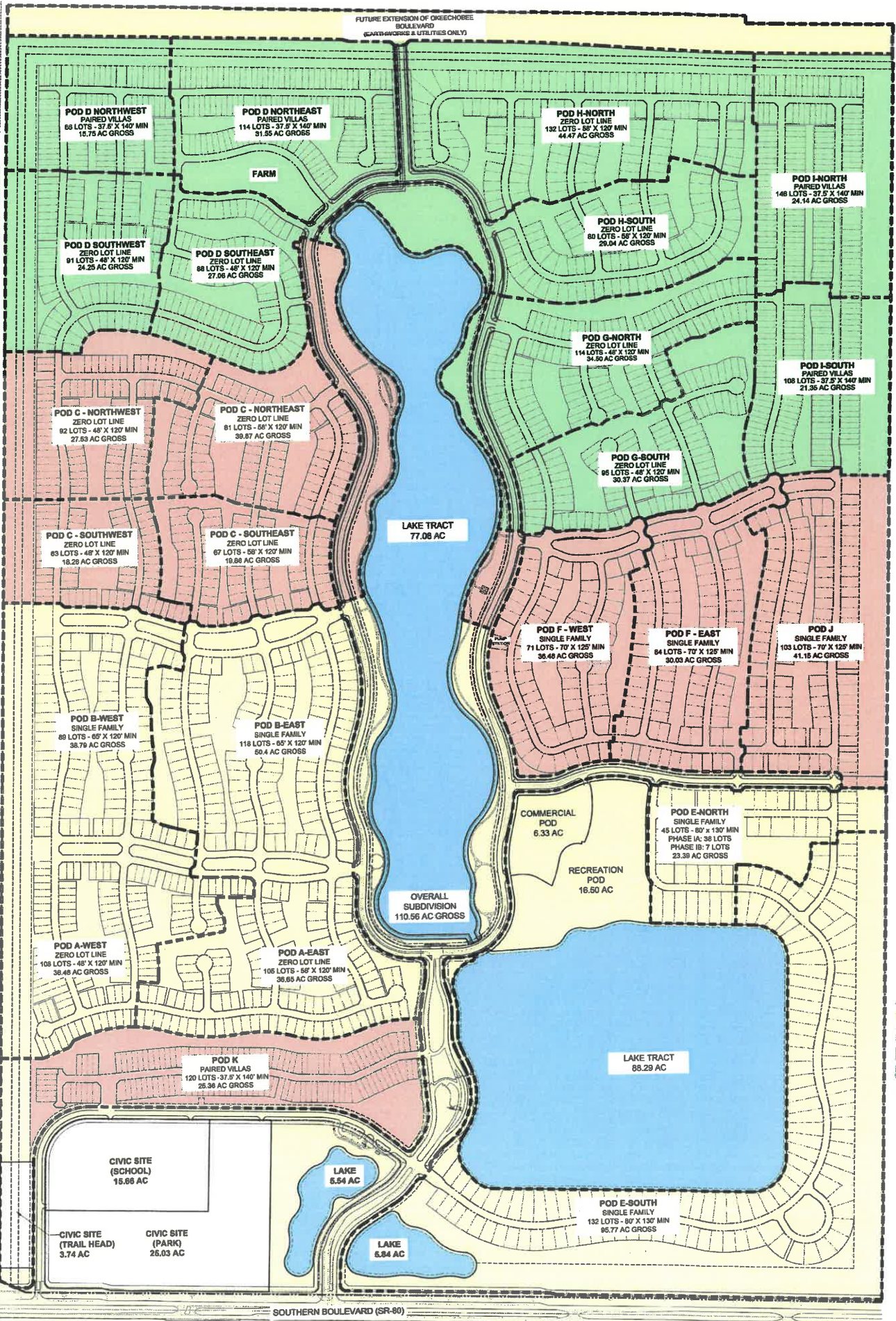
LOCATION MAP

NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
UNIT OF DEVELOPMENT NO. 53

EXHIBIT A

SFWM D L-8 CANAL

SFWM D L-8 CANAL



LEGEND:

- PHASE I
- PHASE II *
- PHASE III *
- LAKE *

(* EARTHWORK IN PHASE I)



SFWM D C-51 CANAL

SFWM D C-51 CANAL

**ESTIMATED COST FOR IMPLEMENTATION OF
THE PLAN OF IMPROVEMENTS AND ORGANIZATIONAL EXPENSES
FOR UNIT OF DEVELOPMENT No. 53**

PUBLIC INFRASTRUCTURE IMPROVEMENT COST ESTIMATE

The following lists the components of Public Infrastructure included in the proposed Plan of Improvements for Unit of Development No. 53 together with their estimated costs of design, permitting, implementation and construction. An estimate for administrative, engineering, legal fees and contingencies associated with the improvements is also included.

Surface Water Management System		\$5,885,600
Drainage System Improvements		\$7,093,000
Off-Site Roadway/Intersection Improvements		\$1,225,600
On-Site Roadway Improvements		\$1,463,300
On-Site Potable Water Improvements		\$7,019,500
On-Site Sewer Collection & Transmission Improvements		\$11,474,200
On-Site Reuse Water Supply Connection		\$102,600
Perimeter Linear Park Landscape Improvements		\$2,946,000
Perimeter Linear Park Hardscape Improvements		\$939,500
Off-Site Median Landscape Contribution		\$461,027
Water & Sewer Inspection Fees		<u>\$635,000</u>
	Sub-Total	\$39,245,327
	Contingency @ 10%	\$3,924,533
	Engineering, Legal & Administration @ 15%	<u>\$5,886,799</u>
	Sub-Total	\$9,811,332
	PUBLIC INFRASTRUCTURE COST ESTIMATE	<u>\$49,056,659</u>

**LEGAL DESCRIPTION
UNIT OF DEVELOPMENT No. 53**

PARCEL 2

THE SOUTH 360 FEET OF SECTION 21, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA; LESS THE NORTH 240 FEET OF THE SOUTH 360 FEET OF SAID SECTION 21; ALSO THE NORTH 50 FEET OF THE SOUTH 120 FEET OF THE EAST 220 FEET OF SAID SECTION 21.

PARCEL 3:

THE SOUTH 360 FEET OF THE WEST 780 FEET OF SECTION 22, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA; LESS THE NORTH 290 FEET OF THE SOUTH 360 FEET OF THE WEST 780 FEET OF SAID SECTION 22.

PARCEL 4:

THE WEST 780 FEET OF SECTION 27 TOWNSHIP 43 SOUTH, RANGE 40 EAST PALM BEACH COUNTY, FLORIDA.

PARCEL 5:

ALL OF SECTION 28, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA.

PARCEL 8:

ALL OF SECTION 33, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY FLORIDA, LYING NORTH OF STATE ROAD 80 RIGHT-OF-WAY.

PARCEL 9:

THAT PART OF THE WEST 780 FEET OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, LYING NORTH OF STATE ROAD 80 RIGHT-OF-WAY.

LESS AND EXCEPTING FROM PARCELS 2, 5 AND 8, THAT PORTION WHICH LIES WITHIN THAT STRIP OF LAND WHICH LIES 46.00 FEET EAST OF, AS MEASURED AT RIGHT ANGLES TO, THE EASTERLY RIGHT OF WAY LINE OF THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT L-8 CANAL AS PER THE RIGHT OF WAY MAP FOR SAID L-8 CANAL, DWG "L-8-1", AND DATED MAY 8, 1950 AND PROVIDED TO THIS OFFICE BY THE SOUTH FLORIDA WATER MANAGEMENT DEPARTMENT OF SURVEY

LESS AND EXCEPT THE CIVIC SITE DESCRIBED BELOW.
CIVIC SITE

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH

01°11'59" WEST ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 3370.48 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80 AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SHEETS 6 AND 7, SECTION 93120-2515, DATED MAY 1984;; THENCE SOUTH 88°29'50" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, A DISTANCE OF 228.06 FEET TO THE POINT OF BEGINNING; THENCE NORTH 01°30'10" EAST, A DISTANCE OF 17.00 FEET; THENCE NORTH 46°14'04" EAST, A DISTANCE OF 35.52 FEET; THENCE NORTH 00°57'59" EAST, A DISTANCE OF 823.12 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 90°32'11" AND A DISTANCE OF 537.25 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°29'50" EAST, A DISTANCE OF 1405.97 FEET; THENCE SOUTH 01°30'10" WEST, A DISTANCE OF 262.64 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 32°00'29" AND A DISTANCE OF 312.84 FEET TO A POINT OF TANGENCY; THENCE SOUTH 30°30'20" EAST, A DISTANCE OF 150.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 32°00'29" AND A DISTANCE OF 245.81 FEET TO A POINT OF TANGENCY; THENCE SOUTH 01°30'10" WEST, A DISTANCE OF 231.21 FEET; THENCE SOUTH 46°30'10" WEST, A DISTANCE OF 56.57; THENCE SOUTH 01°30'10" WEST, A DISTANCE OF 17.00 FEET TO A POINT ON SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80; THENCE NORTH 88°29'50" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 80, A DISTANCE OF 1955.04 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

ALSO LESS AND EXCEPT THE OKEECHOBEE BOULEVARD EXTENSION DESCRIBED BELOW.

OKEECHOBEE BOULEVARD EXTENSION

A PARCEL OF LAND LYING IN SECTIONS 21, 22, 27 AND 28, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 28, SAID POINT BEING THE SOUTHWEST CORNER OF SAID SECTION 21; THENCE SOUTH 88°17'33" EAST ALONG THE NORTH LINE OF SAID SECTION 28, ALSO THE SOUTH LINE OF SAID SECTION 21, A DISTANCE OF 2.61 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°57'59" EAST, A DISTANCE OF 120.01 FEET TO A POINT ON A PARALLEL LINE, 120 FEET NORTH OF (AS MEASURED AT RIGHT ANGLES TO) SAID NORTH LINE OF SECTION 28 AND SAID SOUTH LINE OF SAID SECTION 21; THENCE SOUTH 88°17'33" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 5025.55 FEET; THENCE SOUTH 00°23'04" EAST, A DISTANCE OF 50.03 FEET; THENCE SOUTH 88°17'33" EAST, A DISTANCE OF 220.15 FEET; THENCE SOUTH 89°07'53" EAST, A DISTANCE OF 779.92 FEET; THENCE SOUTH 00°27'26" EAST, A DISTANCE OF 70.02 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 27, ALSO THE SOUTH LINE OF SAID SECTION 22; THENCE SOUTH 01°02'49" WEST, A DISTANCE OF 130.00 FEET; THENCE NORTH 89°07'53" WEST, A DISTANCE OF 782.60 FEET; THENCE NORTH 88°17'33" WEST, A DISTANCE OF 221.61 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 14,100.00 FEET, A CENTRAL ANGLE OF 03° 00'00" AND A DISTANCE OF 738.27 FEET

TO A POINT OF TANGENCY ; THENCE NORTH 85°17'33" WEST, A DISTANCE OF 222.16 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTH; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 13,900.00 FEET, A CENTRAL ANGEL OF 03°00'00", A DISTANCE OF 727.80 FEET TO A POINT OF TANGENCY ;THENCE NORTH 88°17'33" WEST, A DISTANCE OF 3,337.52 FEET; THENCE NORTH 00°57'59" EAST, A DISTANCE OF 80.02 FEET TO THE AFOREMENTIONED POINT OF BEGINNING.

PARCEL ADDED TO UNIT UNDER ORB 27457, PAGE 0163 PUBLIC RECORDS OF PALM BEACH COUNTY, FL:

A PARCEL OF LAND LYING IN SECTION 33, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 33; THENCE SOUTH 01°11'59" WEST ALONG THE WEST LINE OF SAID SECTION 33, A DISTANCE OF 3342.75 FEET; THENCE SOUTH 88°48'01" EAST, A DISTANCE OF 240.10 FEET TO THE POINT OF BEGINNING, SAID POINT BEING A POINT ON A LINE, PARALLEL WITH AND 29 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80 AS SHOWN ON THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SHEETS 6 AND 7, SECTION 93120-2515, DATED MAY 1984; THENCE NORTH 88°29'50" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 128.41 FEET; THENCE NORTH 43°46'09" WEST, A DISTANCE OF 35.68 FEET; THENCE NORTH 0°59'15" EAST, A DISTANCE OF 838.09 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 295.00 FEET, A CENTRAL ANGLE OF 90°30'47" AND A DISTANCE OF 466.03 FEET TO A POINT OF TANGENCY; THENCE SOUTH 88°29'57" EAST, A DISTANCE OF 1240.54 FEET; THENCE SOUTH 01°30'10" WEST, A DISTANCE OF 1172.86 FEET TO A POINT ON A LINE, PARALLEL WITH AND 17 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO SAID NORTH RIGHT-OF-WAY LINE OF STATE ROAD 80; THENCE SOUTH 88°29'50" EAST ALONG SAID PARALLEL LINE, A DISTANCE OF 307.10 FEET; THENCE NORTH 46°30'10" EAST, A DISTANCE OF 18.97 FEET; THENCE SOUTH 88°29'50" EAST, A DISTANCE OF 5.00 FEET; THENCE NORTH 46°30'10" EAST, A DISTANCE OF 39.60 FEET; THENCE NORTH 01°30'10" EAST, A DISTANCE OF 231.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; THENCE NORHTWESTERLY ALONG THE ARC OF SIAD CURVE, HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 32°00'29" AND A DISTANCE OF 245.81 FEET TO A POINT OF TANGENCY; THENCE NORTH 30°30'20" WEST A DISTANCE OF 150.49 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 560.00 FEET, A CENTRAL ANGLE OF 32°00'29" AND A DISTANCE OF 312.84 FEET TO A POINT OF TANGENCY; THENCE NORTH 01°30'10" EAST, A DISTANCE OF 262.64 FEET; THENCE NORTH 88°29'50" WEST, A DISTANCE OF 1405.97 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 90°32'11" AND A DISTANCE OF 537.25 FEET TO A POINT OF TANGENCY; THENCE SOUTH 0°57'59" WEST, A DISTANCE OF 823.12 FEET; THENCE SOUTH 46°14'04" WEST, A DISTANCE OF 18.63 FEET TO THE POINT OF BENINNING.

CONTAINING 1139.692 ACRES, MORE OR LESS.

BENEFIT ASSESSMENT DETERMINATION AND APPORTIONMENT

Unit of Development No. 53 (the "Unit") consists of approximately 1139.692 acres of land, some of which will be Assessable Real Property and some of which will be Exempt Acres. Land in the Unit that is not Assessable Real Property, such as land associated with public rights of way, open space, dry storage areas, water management tracts, buffers, and preserves, will be Exempt Acres.

The Amount of Determined Benefits to be received by the Assessable Real Property within the Unit, resulting from implementation of the Plan of Improvements, has been determined to be no less than \$73,124,247.

PUBLIC INFRASTRUCTURE BENEFITS

To establish a fair and equitable apportionment of the Amount of Determined Benefits to be incurred or derived as a result of the implementation and/or construction of the improvements authorized by the Plan for any portion of the Assessable Real Property in the Unit that is platted and based in part on the level of utilization of certain improvements, the District Engineer has determined that there are three primary Land Use Classification Categories: Multi-Family Townhome Residential, Single Family Residential, and Commercial. The Single Family Residential Classification has been further broken down into Zero Lot Line and Traditional Single Family Residential to match the Arden P.U.D. Conditions of Approval received from Palm Beach County under Resolution R-2020-1626 on October 22, 2020.

<u>Land Use Classification Categories:</u>	<u>Classification</u>
• Townhome Residential	THR
• Single Family Residential	
Zero Lot Line	ZLL
48 - 58 foot wide lots	
Traditional Single Family Residential	SFR
65 – 80 foot wide lots	
• Commercial	COM

It is recommended that:

1. The assignment of a Land Use Classification to land shall be pursuant to a designation of such land on a plat.
2. Northern impose a condition, which should be a covenant running with the land within the Unit, that no plat of any land within the Unit and no declaration of condominium with respect to any such land be effective or recorded in the public records except with the prior written consent of Northern, which written consent must be attached to or incorporated into the subject plat or declaration, as the case may be.
3. Each separately subdivided parcel or individual residential lot may only bear one Land Use Classification designation. The designation of a Land Use Classification to

a parcel of Assessable Real Property, once so designated, shall not be thereafter subject to change, even if such land is further platted or re-platted.

4. Northern should establish a contractual right, running with the land within the Unit, to require that any plat of land within the Unit designate all or any portion of the land that is subject to such plat as being in one of the four Land Use Classifications. All land should bear a designation to a Land Use Classification unless such land is Exempt Acres or in the case of a boundary plat, be designated as Future Development. Northern should also require that once all land in the Unit is designated by plat, at least 576 Taxing Units and 72 acres will have been designated as Townhome Residential; at least 1116 Taxing Units and 189 acres will have been designated as Zero Lot Line; at least 642 Taxing Units and 159 acres will have been designated as Traditional Single Family; and at least 6.33 acres will have been designated as Commercial. Northern will not be able to directly designate land as being within a particular Land Use Classification, but Northern's consent to any plat should be required before it can be effective or recorded (including the Land Use Classification designation therein).
5. The Land Use Classifications for Assessable Real Property, as described in the preceding paragraphs are being used solely for the purposes of this Report and do not bind any landowner within the Unit as to the actual use of the land subject to such designation. The actual use of a designated parcel of Assessable Real Property will not change the Land Use Classification for said parcel.

The following factors were considered in determining the extent to which land designated to a Land Use Classification category would benefit from the implementation and construction of the Plan: (i) surface water runoff and the percent impervious surface area of each of the four land uses, (ii) daily on-site and off-site traffic trips generated by each of the four land uses, (iii) number of lots approved in the Arden P.U.D. approval in each of the four land uses, and (iv) water and sewer demand for each of the four land uses.

Use of these Land Use Classifications results in the allocation of Determined Benefits for Public Infrastructure as indicated in Table 1 below.

TABLE 1

Land Use Classification	Amount of Determined Benefit	Minimum Number of Taxing Units / Acres
Townhome Residential	\$ 14,024,708	576 / 72
Single Family Residential		
• Zero Lot Line	\$ 36,264,832	1116 / 189
• Traditional Single Family	\$ 22,215,653	642 / 159
Commercial	\$ 619,054	6.33 / 6.33
Total	\$ 73,124,247	

*Note: Minimum Number of Taxible Units designated for each Land Use Classification are taken from Exhibit B of this report showing the revised Conditions of Approval approved by Palm Beach County under Resolution R-2020-1626 on October 22, 2020.

Due to the present undeveloped status of the real property located within Phase III of the Unit, the assessment of the Amount of Determined Benefits derived from the implementation and/or construction of Public Infrastructure improvements shall initially be allocated among all of the Assessable Real Property pro-rata, based upon hundredths of an acre. Once any portion of the land in the Unit is designated with a Land Use Classification by plat, the allocation of the assessment of the Amount of Determined Benefits for the land subject to that plat shall be adjusted as hereinafter set forth.

The Amount of Determined Benefit allocated to land that has been designated in a Land Use Classification shall be apportioned over such land pro-rata on the basis of area rounded to the nearest 1/100th of an acre. Until the minimum acres required to be designated by plat to a Land Use Classification have been designated, the Amount of Determined Benefit allocated to any land that has been designated will equal the area of such designated land (in acres, rounded to the nearest 1/100th acre) divided by the Minimum Designated Land Use Area set forth in Table 1 above, times the Total Amount of Determined Benefit for that Land Use Classification. Once the minimum acres for a Land Use Classification have been designated, the Amount of Determined Benefit to such Land Use Classification will not increase, and the amount allocated to each acre of land within such Land Use Classification will equal the total Amount of Determined Benefit for such Land Use Classification as set forth above divided by the total number of acres (rounded to the nearest 1/100th acre) designated to such Land Use Classification.

Once the Amount of Determined Benefits attributable to land within each Land Use Classification designated by the applicable plat is computed, that Amount of Determined Benefit will be subtracted from the total Amount of Determined Benefit in Table 1, and the remaining Amount of Determined Benefits shall be allocated to the remaining un-platted Assessable Real Property, if any, and shall continue to be apportioned over the un-platted Assessable Real Property pro-rata on a hundredth of an acre basis until all land in the Unit is platted. The sum of the minimum acres required to be designated by plat to all Land Use Classifications is less than the total acreage of land within the Unit. Once the minimum acreage designations are achieved for each Land Use Classification, there may be land in the Unit that will have no Amount of Determined Benefits allocated to it, however, once all land in the Unit is platted, only land that is not designated to one of the four Land Use Classifications, but which would be Exempt Acres if designated to a Land Use Classification, will have no benefits allocated thereto.

If platted land is subject to a declaration of condominium, the Amount of Determined Benefits attributable thereto is calculated in the same manner as for platted land not subject to a declaration of condominium. The Amount of Determined Benefits attributable to platted land subject to a declaration of condominium shall be (i) if so provided by the declaration of condominium, divided evenly among the number of condominium units subject to such declaration or (ii) if not so provided in the declaration, divided among such condominium units based upon the proportion of the square footage of each unit to the total square footage of all condominium units subject to such declaration of condominium, or (iii) with the written consent of the District, divided among the condominium units subject to such declaration in such other manner as provided in the declaration of condominium.

The Amount of Determined Benefit will be apportioned over the Residential Land Use Classifications based upon "Taxing Units."

Each separately subdivided lot or parcel of land (a "Lot") within a Residential Land Use Classification that is less than or equal to 0.50 acres in actual area, shall be deemed to be one "Taxing Unit". Each Lot within a Residential Land Use Classification that is larger than 0.50 acres in actual area shall be deemed to be that number of Taxing Units obtained by dividing the actual area of such Lot by 0.50 acres, and rounding the result up to the nearest whole number.

The Amount of Determined Benefit apportioned to a Lot within a Residential Land Use Classification will equal the number of Taxing Units assigned to such Lot divided by the total number of Taxing Units with respect to such Residential Land Use Classification, multiplied by the Amount of Determined Benefit, or portion thereof, with respect to such Residential Land Use Classification.

The Amount of Determined Benefit will be allocated to the Commercial Land Use Classification based on a pro-rata acreage basis.

GENERAL

All non-ad valorem assessments imposed by Northern upon the Assessable Real Property in the Unit will be allocated and apportioned in accordance with the Amount of Determined Benefits designation procedures set forth in this Report. The percentage of the total debt and maintenance assessment borne by a particular area of land in a given tax year will be equal to the Amount of Determined Benefit attributable to such area for such tax year divided by the total Amount of Determined Benefit for the entire Unit for such tax year, subject to the variation between the allocation of debt and maintenance assessment described herein in the event a Contribution has been made.

Benefit's allocation changes as Assessable Real Property in the Unit is platted and as otherwise provided herein. However, such changes shall be effective for the purposes of Northern's assessments levied in a particular year based upon the data contained in the Unified Real Property Tax Roll of Palm Beach County as of January 1 of such year (that is, changes in Land Use Classifications and changes due to new subdivisions of land by plat or other legal means that occur after January 1 of a year will not be taken into account in the levy of Northern's assessments in such year, and will only be taken into account in the following year).

For various reasons, the allocation of Determined Benefits set forth in this Report may require reallocation on occasion. A reallocation shall be calculated by the District Engineer in accordance with the methodology contained in this Report. The District Engineer shall submit a reallocation by means of signed and certified written Supplement to the Report, which shall be promptly filed with the District. Following the filing of a Supplement to the Report, the Supplement shall thereupon be submitted to the District's Board of Supervisors for their timely consideration with their decision to be set forth by Resolution.



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

MEMORANDUM

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Adrian M. Salee
Ellen T. Baker

DATE: January 27, 2021

FROM: Katie Roundtree, Finance Director

THROUGH: O'Neal Bardin, Jr., Executive Director

RE: Consider Resolution Amending Tax Resolution No. 2015-21 (2021-03)

Background

In 2015, the Board adopted Resolution No. 2015-21, in order to levy assessments against the property within Unit of Development No. 53 to pay for the cost of the improvements described in the Plan of Improvements. The Resolution set an amount of assessments not to exceed the amount of benefits as derived from the Report of Engineer. As a result of the recent amendments to the Plan of Improvements and Report of Engineer, an amendment to the Tax Resolution is required. This is a minor amendment that adds an additional sentence to the original Resolution allowing for the Plan of Improvements and Report of Engineer to be amended from time to time, as needed, as long as the amount of the benefits as stated in the original tax resolution are not decreased.

Fiscal Impact

There are no material fiscal impacts associated with the Amending Tax Resolution No. 2021-03.

Recommendation

General Counsel, Bond Counsel and Northern Staff recommend approval of the Amending Tax Resolution No. 2015-21 (2021-03).

RESOLUTION 2021-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT AMENDING RESOLUTION 2015-21 (RELATING TO THE DRAINAGE TAXES LEVIED ON THE LANDS IN UNIT OF DEVELOPMENT NO. 53 OF THE DISTRICT); AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT that:

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the applicable provisions of Chapter 298, Florida Statutes, as amended, the provisions of Chapter 2000-467, Laws of Florida, as amended, and other applicable provisions of law.

SECTION 2. AMENDMENT OF RESOLUTION 2015 - 21. Paragraph A of Section 2 of Resolution 2015-21, adopted by the Board of Supervisors on June 24, 2015, is amended by the addition of the following sentence as the new final sentence thereof: "The foregoing references to the "Report" and the "Plan," respectively, shall include amendments to the aforementioned Engineer's Report and Plan of Improvements, respectively, so long as such amendments do not reduce the amount of the Benefit (as defined in paragraph B below) below \$73,124,247.00."

SECTION 3. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

Passed and adopted this ___ day of _____, 2021.

(S E A L)

President, Board of Supervisors

Attest:

Ass't. Secretary, Board of Supervisors



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Adrian M. Salee
Ellen T. Baker

DATE: January 27, 2021

FROM: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 53 - Arden
Consider First Amendment to Plat Designation Agreement

Background

The Engineer's Report allocates benefits and assessments to the taxable real property by designated land use classifications in this unit. There are multiple land use classifications identified in Table 1 of the Agreement. These designations must be made upon the subdivision of the property or Northern will be unable to properly assess the land. The Plat Designation Agreement, prepared by Northern's General Counsel and requiring the Developer to designate the land use classification for each parcel within Unit of Development No. 53 was approved by Northern on July 22, 2015.

The attached First Amendment to Plat Designation Agreement amends Table 1 to be consistent with the changes in the land uses approved by the Palm Beach County development ordinance for the Arden Development.

Fiscal Impact

There are no fiscal impacts associated with this agreement, except that its approval will allow Northern to levy the appropriate assessment on the taxable real property within this unit.

Recommendation

Northern Staff and General Counsel recommend approval of the First Amendment to Plat Designation Agreement.

This Instrument Prepared by
and to be Returned to:
Kenneth W. Edwards, Esquire
Caldwell Pacetti Edwards
Schoech & Viator, LLP
1555 Palm Beach Lakes Blvd. Suite 1200
West Palm Beach, Florida 33401

**FIRST AMENDMENT TO
PLAT DESIGNATION AGREEMENT BETWEEN
NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT
AND
HIGHLAND DUNES ASSOCIATES PROPERTY, LLC
(UNIT NO. 53)**

This First Amendment (the “First Amendment”) shall be effective as of the 27th day of January, 2021, and is being entered into by and between Northern Palm Beach County Improvement District, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418 (hereinafter referred to as “Northern”), and Highland Dunes Associates Property, LLC, 500 Boylston Street, Suite 1870, Boston, MA 02116, (hereinafter referred to as “Landowner”), both of which together are referred to herein as “Parties”.

W I T N E S S E T H:

WHEREAS, on July 22, 2015, the Parties entered into a Plat Designation Agreement (the “Plat Designation Agreement”) for Northern’s Unit of Development No. 53 (hereinafter referred to as “Unit No. 53”); and

WHEREAS on August 18, 2015, the Plat Designation Agreement was recorded in Official Record Book 27746 at Page 0707 of the Public Records of Palm Beach County, Florida; and

WHEREAS, on January 27, 2021, a First Amendment to the Plan of Improvements and a First Amendment to the Report of Engineer for Unit No. 53 were approved by the Board of Supervisors of the Northern Palm Beach County Improvement District; and

WHEREAS, as a result of the approval of said First Amendments, the Parties agree that the Plat Designation Agreement needs to be amended.

NOW, THEREFORE, the Parties agree the Plat Designation Agreement is hereby amended as follows:

SECTION 1. AMENDMENT. Table 1 as contained in Section 1 of the Plat Designation Agreement is hereby amended to be as follows, namely:

AMENDED TABLE 1

LAND USE CLASSIFICATION		CODE	MINIMUM NUMBER OF TAXING UNITS / ASSESSABLE ACRES
Commercial/Retail	=	CRL	6.33/6.33
Townhome – Residential	=	TRL	576/72
Single Family – Zero Lot Line	=	SFZ	1116/189
Single Family - traditional	=	SFT	642/159

Section 2. INTERPRETATION. This First Amendment is not intended nor shall it be construed as modifying the terms, provisions and requirements of the First Amendment to the Report of Engineer. Therefore, if it is determined that there is a conflict between the terms, provisions and requirements of this Agreement and the First Amendment to the Report of Engineer, the provisions of the First Amendment to the Report of Engineer shall prevail.

Section 3. SUCCESSORS. This First Amendment shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective heirs, executors, administrators, successors and assigns.

Section 4. COUNTERPARTS. This First Amendment may be executed in several counterparts, all or any one of which shall be regarded for all purposes as one original and which together shall constitute but one and the same instrument.

Section 5. RECORDING. This First Amendment shall be recorded in the Public Records of Palm Beach County, Florida and shall be a covenant running with the lands described in attached Exhibit “A”.

Section 6. MODIFICATIONS. The Plat Designation Agreement, as hereby amended, may only be amended by written instrument executed by all of the parties hereto or their respective successors and/or assigns, which amendment shall be promptly recorded in the Public Records of Palm Beach County, Florida.

Section 7. GOVERNING LAW. The laws of the State of Florida shall govern the validity of the Plat Designation Agreement as hereby amended, the construction of its terms and the interpretation of its contents.

Section 8. EFFECTIVE DATE. This First Amendment shall be effective as of the last date it has been executed by all of the Parties and shall thereafter be applicable to all future plats, including replats, to be recorded for real property within Unit No. 53.

[Balance of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals on the date hereinafter set forth.

Executed by Northern this _____ day of _____, 2021.

{SEAL}

NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT

ATTEST:

By: _____
Assistant Secretary

By: _____
Print: _____
Title: President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2021, by _____, as President for Northern Palm Beach County Improvement District.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____.

[Balance of this page intentionally left blank]

Executed by Landowner on this _____ day of _____, 2021.

Witnesses:

Highland Dunes Associates Property, LLC

Print Name: _____

By: _____

Print: Jesse R. Baker

Title: Authorized Signatory

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 2021, by Jesse R. Baker, as Authorized Signatory for Highland Dunes Associates Property, LLC.

(Notary Seal)

Notary Public State of Florida

Print/Type/Stamp Name

Personally Known OR Produced Identification
Type of Identification Produced _____.



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Adrian M. Salee
Ellen T. Baker

DATE: January 27, 2021

FROM: Katie Roundtree, Finance Director

THROUGH: O'Neal Bardin Jr., Executive Director

RE: Unit of Development No. 53 - Arden
Consider Purchase Orders to Michael B. Schorah & Associates
Design and Construction Phase Services Parcels D, G, H and I
Purchase Order No. 21-218 – Design, Surveying and Bidding Phase Services

Background

Michael B. Schorah & Associates has been designated the Project Engineer for the design, surveying and bidding phase services associated with the Parcels D, G, H and I Infrastructure Improvements, based on the recently revised pod layout. Michael B. Schorah & Associates submitted a proposal for these services in the amount of \$206,855.00. Attached is their proposal and the recommendation letter from the District Engineer.

Fiscal Impact

Northern's cost (\$206,855.00) for these services is included in the bond proceeds for Unit 53, Arden.

Recommendation

Northern Staff and the District Engineer recommend approval of Purchase Order No. 21-218 for Design, Surveying and Bidding Phase Services in the amount of \$206,855.00 to Michael B. Schorah & Associates.



ARCADIS U.S., Inc.
1500 Gateway Boulevard
Suite 200
Boynton Beach
Florida 33426
Tel 561.697.7000
Fax 561.369.4731
www.arcadis-us.com

Mr. C. Danvers Beatty
Deputy Director
Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418

INFRASTRUCTURE

Subject:
Michael B. Schorah & Associates, Inc.
Unit of Development No. 53 – Arden P.U.D.
Design and Bidding Services Proposal

Date:
January 19, 2021

Dear Mr. Beatty:

Contact:
Robert W. Lawson, P.E.

Please be advised that our office has reviewed Michael B. Schorah's design and bid assistance proposal related to PODs D, G, H, and I for design of Public Infrastructure in Phase 3 of the project. The area included in Phase 3 of the project is the subject of the Plan of Improvements Amendment scheduled for consideration at this month's Board meeting.

Phone:
561-697-7002

Email:
bob.lawson@arcadis.com

The work has been divided into ten separate phases to allow for the combination and bidding of multiple parts of the project based on builder demand for specific product types.

Our ref:
WF590PO2.0321

The fees proposed are in line with what would be expected for this type of work and we therefore recommend that a purchase order to Michael B. Schorah and Associates, Inc. in the amount of \$206,855.00, be scheduled for consideration at the next available Board meeting.

Florida License Numbers

Engineering
EB00007917

Geology
GB564

Landscape Architecture
LC26000269

Surveying
LB7062

Please feel free to contact this office should you have any questions with respect to this recommendation.

Sincerely,

Robert W. Lawson

Robert W. Lawson, P.E.
Vice President

Cc: Martha Carter, P.E. – Schorah & Associates
Katie Roundtree - NPBCID



January 19, 2021

Northern Palm Beach County Improvement District
359 Hiatt Drive
Palm Beach Gardens, Florida 33418

Attn: Mr. O’Neal Bardin, Jr., Executive Director

Re: ARDEN PLAN OF IMPROVEMENTS - NPBCID UNIT 53

Dear Mr. Bardin:

As you are aware, Michael B. Schorah and Associates, Inc. (MBSA) is currently under contract with Northern Palm Beach County Improvement District (NPBCID) to provide engineering and surveying services for the public infrastructure improvements for the Arden project. MBSA has been working with Highland Dunes Associates Property, LLC (HDAP, represented by Freehold Capital Management) on the infrastructure master planning, Land Use Amendment, and redesignation of the residential pod boundaries in the remaining undeveloped portion of the subject project (Phase 3). In conjunction with the site development for this area, HDAP has requested that MBSA provide the engineering and surveying services associated with the NPBCID funded improvements based on the revised pod layout. A summary of the public professional services, based on the original contract residential pod scope, and associated fees are outlined as follows:

I. PHASE 3 RESIDENTIAL POD DEVELOPMENT (MBSA)

A. POD D SOUTHEAST

- 1. Final Engineering – Utilities \$11,450.00
- 2. Final Engineering – Drainage \$3,400.00
- 3. Final Engineering – ERP Plan \$3,575.00
- 4. Final Engineering – Permits..... \$2,400.00
- 5. Final Engineering – Bid Documents, Pre-Bid Meeting \$1,200.00

B. POD D SOUTHWEST

- 1. Final Engineering – Utilities \$13,550.00
- 2. Final Engineering – Drainage \$3,400.00
- 3. Final Engineering – ERP Plan \$3,575.00
- 4. Final Engineering – Permits..... \$2,400.00
- 5. Final Engineering – Bid Documents, Pre-Bid Meeting \$1,200.00

Northern Palm Beach County Improvement District
January 19, 2021
Page 2

C. POD D NORTHEAST

1. Final Engineering – Utilities	\$15,900.00
2. Final Engineering – Drainage	\$3,400.00
3. Final Engineering – ERP Plan	\$3,575.00
4. Final Engineering – Permits.....	\$2,400.00
5. Final Engineering – Bid Documents, Pre-Bid Meeting	\$1,200.00

D. POD D NORTHWEST

1. Final Engineering – Utilities	\$12,300.00
2. Final Engineering – Drainage	\$3,400.00
3. Final Engineering – ERP Plan	\$3,575.00
4. Final Engineering – Permits.....	\$2,400.00
5. Final Engineering – Bid Documents, Pre-Bid Meeting	\$1,200.00

E. POD G SOUTH

1. Final Engineering – Utilities	*
2. Final Engineering – Drainage	*
3. Final Engineering – ERP Plan	*
4. Final Engineering – Permits.....	*
5. Final Engineering – Bid Documents, Pre-Bid Meeting	\$1,200.00

* Items have been contracted with Highland Dunes Associates Property LLC.

F. POD G NORTH

1. Final Engineering – Utilities	\$15,900.00
2. Final Engineering – Drainage	\$3,000.00
3. Final Engineering – ERP Plan	\$3,140.00
4. Final Engineering – Permits.....	\$2,400.00
5. Final Engineering – Bid Documents, Pre-Bid Meeting	\$1,200.00

G. POD H SOUTH

1. Final Engineering – Utilities	\$17,700.00
2. Final Engineering – Drainage	\$2,750.00
3. Final Engineering – ERP Plan	\$2,860.00
4. Final Engineering – Permits.....	\$2,400.00
5. Final Engineering – Bid Documents, Pre-Bid Meeting	\$1,200.00

H. POD H NORTH

1. Final Engineering – Utilities	\$15,965.00
2. Final Engineering – Drainage	\$4,135.00
3. Final Engineering – ERP Plan	\$4,450.00
4. Final Engineering – Permits.....	\$2,400.00
5. Final Engineering – Bid Documents, Pre-Bid Meeting	\$1,200.00

Northern Palm Beach County Improvement District
January 19, 2021
Page 3

I. POD I SOUTH

- 1. Final Engineering – Utilities *
- 2. Final Engineering – Drainage *
- 3. Final Engineering – ERP Plan *
- 4. Final Engineering – Permits..... *
- 5. Final Engineering – Bid Documents, Pre-Bid Meeting \$1,200.00

* Items have been contracted with Highland Dunes Associates Property LLC.

J. POD I NORTH

- 1. Final Engineering – Utilities \$15,825.00
- 2. Final Engineering – Drainage \$2,850.00
- 3. Final Engineering – ERP Plan \$2,980.00
- 4. Final Engineering – Permits..... \$2,400.00
- 5. Final Engineering – Bid Documents, Pre-Bid Meeting \$1,200.00

K. REIMBURSABLE EXPENSES..... \$3,000.00

TOTAL ALL ITEMS \$206,855.00

Please review this information and feel free to contact me if you have any questions.

Sincerely,



Martha H. Carter, P.E.
Vice President

P:\users\martha\word\1673prop7B.doc

Cc: Mr. Bob Lawson, P.E., District Engineer
Mr. Dan Beatty, P.E., Deputy Director, NPBCID
Mr. Dan McCormick, Freehold Capital Management



**Northern Palm Beach County
Improvement District**

Purchase Order
No.

21-218

Purchase Order

Vendor :326

MICHAEL B. SCHORAH & ASSOCIATE

1850 FOREST HILL BLVD, STE 206
WEST PALM BEACH, FL 33406
Phone - / Fax -

Billing and Shipping Address

359 Hiatt Drive
Palm Beach Gardens, FL 33418
(561) 624-7830 Ext
Fax (561) 624-7839

Document Information

Document Date 01/19/2021
Required Date 01/29/2021
Prepared By Milagros E. Acosta Corniel

Workflow ID 07
Status Board 2 Documents
Description Unit No. 53 – Arden P.U.D.Design and Bidding Services Proposal

Change Order 0
Project No
Invoice to follow Y

Comments :

Qty	Unit Type	Fund	GL Acct	Item Description	Unit Price	Total
1	EA	5303	53101	Unit No. 53 – Arden P.U.D.Design and Bidding Services Proposal	206,855.00	206,855.00

Total : \$206,855.00

Approval Information

SUSAN P. SCHEFF Board 01/19/2021 1:16 PM
ONEAL BARDIN JR. Executive Director 01/19/2021 1:04 PM
KATHLEEN E. ROUN Finance Director 01/19/2021 1:01 PM
LAURA L. HAM Budget Manager 01/19/2021 1:00 PM
CLIFFORD D. BEAT Deputy Director 01/19/2021 12:57 PM
KENNITH R. ROUN Department Manager 01/19/2021 12:54 PM
Milagros E. Acosta Requester 01/19/2021 11:34 AM
Milagros E. Acosta Requester 01/19/2021 11:27 AM

This Purchase Order Authorizes the purchase of the items or services in the quantities and the amounts specified above by the purchaser identified above on the presentation of proper identification at time of purchase.

The Purchase Order number must appear on billing invoices and packages and billing of the purchase must be submitted to the address shown above.

NPBCID is exempt from payment of State sales tax under Exemption 85-8012560376C-1 Exp. 5-31-23.

Annual Contracts-Work shall be completed in accordance with existing Agreement between Northern and Vendor listed herein. Payment shall be in accordance with said agreement, attached scope and budget. Payment for work shall not exceed the herein authorized fee without an approved written change to this Purchase Order.



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

MEMORANDUM

TO: Matthew J. Boykin
L. Marc Cohn
Gregory Block
Adrian M. Salee
Ellen T. Baker

DATE: January 27, 2020

THROUGH: O'Neal Bardin, Jr., Executive Director

FROM: Susan P. Scheff, District Clerk

RE: Public and Community Relations Board Report

Community Relations

1. Northern Staff attended the following meetings on behalf of the District:

Florida Association of Special Districts (FASD)
Leadership Palm Beach County
Safety Council of Palm Beach County
Western Communities Council

2. Northern Staff met with representatives of the following Units to discuss projects and provide information:

Unit No. 3A	Woodbine
Unit No. 7	Dyer Boulevard
Unit No. 9A/9B	Abacoa I & II
Unit No. 11	PGA National
Unit No. 21	Old Marsh
Unit No. 24	Ironhorse
Unit No. 31	BallenIsles Country Club
Unit No. 43	Mirasol

3. Katie Roundtree participated in the Leadership Palm Beach County GROW field trip held on January 7 and also attended the Committee Meeting held virtually on January 12.

4. Ken Roundtree attended a Western Communities council Meeting held virtually on January 14.

5. Ken Roundtree attended a Safety Council Awards Banquet Planning Meeting held virtually on January 14 as well as the Quarterly Board Meeting held virtually on January 20.

6. Jay Kneiss attended the FASD Quarterly Membership Meeting held at the Hammock Beach Golf Resort and Spa in Palm Coast on January 21.

Training

1. Katie Roundtree participated in various GASB and FGFOA webinars.
2. Ken Roundtree is a member of the Leadership Palm Beach County Engage Class of 2021 and participates in its monthly events.

Media

Northern continues to submit a monthly article (attached) to the following newsletters through Seabreeze Publications*:

1. Unit No. 9A/9B Abacoa newsletter;
2. Unit No. 11 PGA National CAN newsletter; and
3. Unit No. 23 The Shores of Jupiter newsletter.

*The publisher also chose to run the Northern Notes article in several additional local publications.

Northern Notes by Katie Roundtree
Finance Director
Northern Palm Beach County Improvement District



Photo credit: Lucas Schaffer, NPBCID

Gopher Tortoises

Gopher tortoises are one of five North American tortoise species and is the only tortoise found naturally east of the Mississippi River. It is a State-designated Threatened species in Florida and is found in parts of all 67 Florida counties. The gopher tortoise is about nine to eleven inches long when fully grown and is a tan, brown or gray color. Juveniles tend to be lighter brown and yellow-orange in color. They are identifiable by their stumpy, elephant-like hind feet and flattened, shovel-like forearms covered in thick scales. These shovel-like forearms are used to dig large burrows for homes.

As their name insinuates, gopher tortoises spend almost 80% of their time in burrows. Burrows average about fifteen feet long and about six and a half feet deep. Gopher tortoises are ectotherms, meaning they depend on their environment to maintain their body temperature. Their burrows help to maintain a stable temperature and also protect them from extreme temperatures and fire. Here in south Florida, they are active all year round, where in colder parts of Florida, they remain in their burrows during cold winter months. Gopher tortoises are considered keystone species because their burrows provide shelter and serve as refuge for more than 350 other species such as burrowing owls, mice, indigo snakes, rabbits, opossums, foxes, gopher frogs and invertebrates.

Because of their burrowing needs, they prefer well-drained, sandy soils found in habitats such as longleaf pine sandhills, scrub, pine flatwoods, dry prairies and coastal dunes. They are also found in urban areas, as many of their natural habitats have been developed by humans. A habitat with well-drained soil, abundant plants for foraging and open sunny areas is the ideal location for gopher tortoises. Gopher tortoises are herbivorous and feed on low growing plants. They may

drink water pooled after rainstorms, but most of their water needs are supplied from the plants that they eat.

Locally, there are large populations of gopher tortoises in preserves maintained by Northern within Abacoa and Botanica. Some of Abacoa's preserves have trails within them where you may catch a glimpse of a tortoise. Because gopher tortoises are protected in Florida, handling and relocation of gopher tortoises is an illegal activity unless conducted under a valid permit issued by Florida Fish and Wildlife Conservation Commission (FWC). An FWC relocation permit must be obtained before disturbing burrows and conducting construction activities. One of Northern's staff members has taken courses and is certified as a Gopher Tortoise Authorized Agent. As such, he is allowed by the FWC to survey, trap, transport and relocated tortoises as necessary.

It is illegal to kill, harass or destroy gopher tortoises; however, if you see a tortoise crossing a busy road, FWC grants permission to move the gopher tortoise across the road, *in the same direction as it was heading as long as it is safe for you to do so*. Do not move the tortoise to another location or put it in a car as this constitutes illegal possession. If you see a sick or injured tortoise, contact a local wildlife rehabilitator, such as Busch Wildlife Sanctuary at 561-575-3399 for assistance. Source: myfwc.org

NPDES Tip: Do not pile garbage, trash, leaves, limbs or garden debris in swales- this adds pollutants which can wash into downstream waters. Do not park vehicles in the swale- this compacts the soil so less runoff soaks in.



Northern Palm Beach County Improvement District
359 Hiatt Drive, Palm Beach Gardens, Florida 33418
561-624-7830 · fax 561-624-7839 · www.npbcid.org

EXECUTIVE SUMMARY

TO: Matthew J. Boykin
L. Marc Cohn
Adrian M. Salee
Gregory Block
Ellen T. Baker

DATE: January 27, 2021

FROM: Laura L. Ham, Budget & Assessment Roll Manager

THROUGH: O'Neal Bardin Jr., Executive Director

RE: Assessments Received to Date Status Report

Attached is the "Tax Collection Status" report with receipts to date for the 2020-2021 fiscal year. The Assessments Received to Date Report shows year-to-date collections of \$26,824,666, representing an 84.64% collected rate.

A comparison to prior year distributions is shown in the table below:

Through January			
Fiscal Year Ending	Total Budget \$	YTD Collected \$	Total YTD Collected % of Budget
2021	\$ 31,694,504	\$ 26,824,666	84.64%
2020	\$ 32,069,289	\$ 26,906,367	83.90%
2019	\$ 30,878,079	\$ 24,925,759	80.72%
2018	\$ 30,395,272	\$ 26,075,258	85.79%
2017	\$ 29,851,907	\$ 24,848,856	83.24%
2016	\$ 24,785,265	\$ 21,313,422	85.99%
2015	\$ 24,863,731	\$ 21,778,445	87.59%
2014	\$ 25,594,227	\$ 22,231,141	86.86%
2013	\$ 29,609,110	\$ 24,599,318	83.08%
2012	\$ 28,997,329	\$ 24,487,587	84.45%

The next expected distribution is scheduled for February 20, 2021.

Northern Palm Beach County Improvement District
Summary Budget Comparison
From 10/1/2020 Through 9/30/2021

Account Title	YTD Actual	YTD Budget	Difference	% Collected	% Uncollec...
UNIT 1 - MAINTENANCE FUND	44,969.07	50,259.00	(5,289.93)	89.47%	10.52%
UNIT 2 - MAINTENANCE FUND	255,655.61	281,079.00	(25,423.39)	90.95%	9.04%
UNIT 2A - MAINTENANCE FUND	104,625.37	114,152.00	(9,526.63)	91.65%	8.34%
UNIT 2A - DEBT FUND	362,485.70	395,485.00	(32,999.30)	91.65%	8.34%
UNIT 2C - MAINTENANCE FUND	197,483.66	205,770.00	(8,286.34)	95.97%	4.02%
UNIT 2C - DEBT SERVICE FUND	5,384,577.09	5,611,880.00	(227,302.91)	95.94%	4.05%
UNIT 3 - MAINTENANCE FUND	269,979.44	298,045.00	(28,065.56)	90.58%	9.41%
UNIT 3A - MAINTENANCE FUND	121,646.99	135,729.00	(14,082.01)	89.62%	10.37%
UNIT 3A - DEBT FUND	380,109.09	424,111.00	(44,001.91)	89.62%	10.37%
UNIT 4 - MAINTENANCE FUND	344,192.47	397,113.00	(52,920.53)	86.67%	13.32%
UNIT 5 - MAINTENANCE FUND	270,156.16	293,898.00	(23,741.84)	91.92%	8.07%
UNIT 5A - MAINTENANCE FUND	303,874.45	345,201.00	(41,326.55)	88.02%	11.97%
UNIT 5B - MAINTENANCE FUND	68,246.38	76,177.00	(7,930.62)	89.58%	10.41%
UNIT 5B - DEBT FUND	360,808.78	402,736.00	(41,927.22)	89.58%	10.41%
UNIT 5C - MAINTENANCE FUND	35,856.25	39,739.00	(3,882.75)	90.22%	9.77%
UNIT 5D - MAINTENANCE FUND	88,635.25	97,633.00	(8,997.75)	90.78%	9.21%
UNIT 7 - MAINTENANCE FUND	95,255.27	104,020.00	(8,764.73)	91.57%	8.42%
UNIT 9 - MAINTENANCE FUND	90,251.06	98,542.00	(8,290.94)	91.58%	8.41%
UNIT 9A - MAINTENANCE FUND	570,202.35	653,812.00	(83,609.65)	87.21%	12.78%
UNIT 9A - DEBT FUND	2,511,232.64	2,879,465.00	(368,232.36)	87.21%	12.78%
UNIT 9B - MAINTENANCE FUND	475,702.81	553,257.00	(77,554.19)	85.98%	14.01%
UNIT 9B - DEBT FUND	1,165,257.96	1,355,232.00	(189,974.04)	85.98%	14.01%
UNIT 11 - MAINTENANCE FUND	2,043,269.32	2,312,020.00	(268,750.68)	88.37%	11.62%
UNIT 12 - MAINTENANCE FUND	46,916.84	51,814.00	(4,897.16)	90.54%	9.45%
UNIT 12A - MAINTENANCE FUND	25,877.87	27,861.00	(1,983.13)	92.88%	7.11%
UNIT 14 - MAINTENANCE FUND	638,128.53	728,691.00	(90,562.47)	87.57%	12.42%
UNIT 15 - MAINTENANCE FUND	645,905.30	737,651.00	(91,745.70)	87.56%	12.43%
UNIT 16 - MAINTENANCE FUND	594,663.05	704,271.00	(109,607.95)	84.43%	15.56%
UNIT 16 - DEBT FUND	596,435.36	706,370.00	(109,934.64)	84.43%	15.56%
UNIT 18 - MAINTENANCE FUND	1,369,833.03	1,544,800.00	(174,966.97)	88.67%	11.32%
UNIT 19 - MAINTENANCE FUND	280,632.72	311,854.00	(31,221.28)	89.98%	10.01%
UNIT 19 - DEBT FUND	291,426.55	323,848.00	(32,421.45)	89.98%	10.01%
UNIT 19A - MAINTENANCE FUND	37,440.85	40,673.00	(3,232.15)	92.05%	7.94%
UNIT 20 - MAINTENANCE FUND	58,786.96	64,785.00	(5,998.04)	90.74%	9.25%
UNIT 21 - MAINTENANCE FUND	346,334.00	385,804.00	(39,470.00)	89.76%	10.23%
UNIT 23 - MAINTENANCE FUND	163,703.51	181,173.00	(17,469.49)	90.35%	9.64%
UNIT 24 - MAINTENANCE FUND	190,423.34	208,054.00	(17,630.66)	91.52%	8.47%
UNIT 27B - MAINTENANCE FUND	111,134.51	122,285.00	(11,150.49)	90.88%	9.11%
UNIT 27B - DEBT FUND	256,054.83	281,606.00	(25,551.17)	90.92%	9.07%
UNIT 29 - MAINTENANCE FUND	36,674.26	38,656.00	(1,981.74)	94.87%	5.12%
UNIT 31 - MAINTENANCE FUND	848,474.19	942,094.00	(93,619.81)	90.06%	9.93%
UNIT 32 - MAINTENANCE FUND	16,582.80	17,858.00	(1,275.20)	92.85%	7.14%
UNIT 32A - MAINTENANCE FUND	4,469.25	5,184.00	(714.75)	86.21%	13.78%
UNIT 33 - MAINTENANCE FUND	13,651.81	14,053.00	(401.19)	97.14%	2.85%
UNIT 34 - MAINTENANCE FUND	124,349.57	153,221.00	(28,871.43)	81.15%	18.84%
UNIT 38 - MAINTENANCE FUND	66,301.48	76,549.00	(10,247.52)	86.61%	13.38%
UNIT 41 - MAINTENANCE FUND	3,770.53	4,294.00	(523.47)	87.80%	12.19%
UNIT 43 - MAINTENANCE FUND	766,633.48	822,755.00	(56,121.52)	93.17%	6.82%
UNIT 43 - DEBT FUND	1,172,728.46	1,266,143.00	(93,414.54)	92.62%	7.37%
UNIT 44 - MAINTENANCE FUND	42,112.60	51,300.00	(9,187.40)	82.09%	17.90%
UNIT 44 - DEBT FUND	493,833.79	601,571.00	(107,737.21)	82.09%	17.90%
UNIT 45 - MAINTENANCE FUND	235,676.46	258,830.00	(23,153.54)	91.05%	8.94%
Unit 45- Debt Fund	253,171.68	278,044.00	(24,872.32)	91.05%	8.94%

Northern Palm Beach County Improvement District
Summary Budget Comparison
From 10/1/2020 Through 9/30/2021

Account Title	YTD Actual	YTD Budget	Difference	% Collected	% Uncollec...
Unit 46 - Maint Fund	34,163.37	37,999.00	(3,835.63)	89.90%	10.09%
Unit 46 - Debt Service Fund	713,643.86	789,587.00	(75,943.14)	90.38%	9.61%
UNIT 47- MAINTENANCE FUND	38,320.83	41,358.00	(3,037.17)	92.65%	7.34%
UNIT 49- MAINTENANCE FUND	61,669.53	70,222.00	(8,552.47)	87.82%	12.17%
UNIT 51 - MAINTENANCE FUND	26,299.56	33,515.00	(7,215.44)	78.47%	21.52%
Unit 53 - Maintenance Fund	15,091.41	59,211.00	(44,119.59)	25.48%	74.51%
Unit 53 Debt Service Fund	<u>658,876.43</u>	<u>2,585,165.00</u>	<u>(1,926,288.57)</u>	<u>25.48%</u>	<u>74.51%</u>
Report Difference	<u>26,824,665.77</u>	<u>31,694,504.00</u>	<u>(4,869,838.23)</u>	<u>84.64%</u>	<u>15.36%</u>



NORTHERN PALM BEACH COUNTY IMPROVEMENT DISTRICT

QUARTERLY FINANCIAL REPORT

QUARTER ENDED DECEMBER 31, 2020



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Quarterly Overview of Financial Statement variance information as of 12/31/20

Variances common among all Units of Development:

- Except in the general fund, miscellaneous revenue is mainly comprised of permit/plat review and inspection fees. Expenses are presented as incurred as part of physical environment.
- Transfers out in the special revenue funds and transfers in within the general fund include quarterly allocations of personal services, insurance and administration and operation expenses.
- Debt service for most issues is paid on February first and August first each year.

Unit 2- Frenchman's Creek

- Repair & Maintenance – Culverts is higher than budgeted due to an emergency repair needed in the Shady Lakes development after a sinkhole appeared between two houses. The pipe under the sinkhole needed immediate repairs.

Unit 3- Horseshoe Acres/Square Lake/Steeplechase

- Legal services are higher than budgeted due to discussions with the Steeplechase Property Owners Association regarding maintenance issues along a shared canal with Horseshoe Acres.

Unit 15- Villages of Palm Beach Lakes

- Machinery & Equipment is more than budgeted due to an aerator installation that occurred in this fiscal year, but budgeted in the prior fiscal year.

Unit 16- Palm Beach Park of Commerce

- Legal services are higher than budgeted due to a public records request from Caloosa homeowners regarding a permit issued for the Palm Beach Park of Commerce.

Unit 19A- Regional Center Irrigation

- Improvements Other than Building is more than budgeted due to installation of a new irrigation controller completed in the current fiscal year that was budgeted in the prior year.

Unit 21- Old Marsh

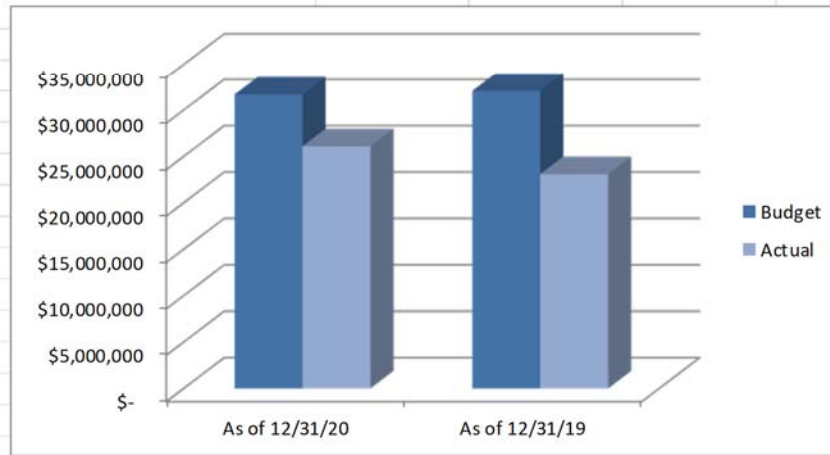
- Improvements Other than Building is more than budgeted due to installation of a new fuel tank at the pump station completed in the current fiscal year that was budgeted in the prior year.
- Machinery & Equipment is more than budgeted due to diffuser installations that occurred in this fiscal year, but were budgeted in the prior fiscal year.

Unit 45- Paseos

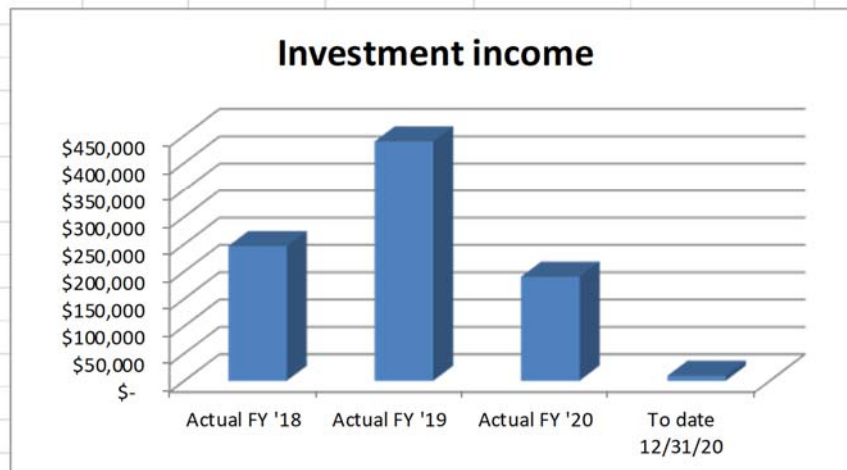
- Repair & Maintenance - Roads is more than budgeted due to a curbing project that was more than budgeted due to additional work needed to repair curbs due to tree root damage.

The following graphs present assessment collections for the past two years as well as investment income for the past four years:

Non Ad-Valorem Assessments				
	Budget	Actual	Budget Variance	
			\$	%
As of 12/31/20	\$ 31,694,504	\$ 26,094,435	(5,600,069.00)	-17.7%
As of 12/31/19	\$ 32,069,289	\$ 23,094,767	(8,974,522.00)	-28.0%
In(De)crease from prior year - \$	(374,785.00)	2,999,668.00		
In(De)crease from prior year - %	-1.2%	13.0%		



Investment income:*				
	Actual FY '18	Actual FY '19	Actual FY '20	To date 12/31/20
Investment income	\$ 246,111	\$ 439,205	\$ 190,164	\$ 9,099



*Maintenance funds only

Northern Palm Beach County Improvement District

Summary Budget Comparison
From 10/1/2020 Through 12/31/2020

Account Title	YTD Actual	YTD Budget	Difference	% Collected	% Uncollec...
UNIT 1 - MAINTENANCE FUND	44,023.40	50,259.00	(6,235.60)	87.59%	12.40%
UNIT 2 - MAINTENANCE FUND	249,978.55	281,079.00	(31,100.45)	88.93%	11.06%
UNIT 2A - MAINTENANCE FUND	102,362.05	114,152.00	(11,789.95)	89.67%	10.32%
UNIT 2A - DEBT FUND	354,643.26	395,485.00	(40,841.74)	89.67%	10.32%
UNIT 2C - MAINTENANCE FUND	196,532.15	205,770.00	(9,237.85)	95.51%	4.48%
UNIT 2C - DEBT SERVICE FUND	5,358,569.04	5,611,880.00	(253,310.96)	95.48%	4.51%
UNIT 3 - MAINTENANCE FUND	262,564.59	298,045.00	(35,480.41)	88.09%	11.90%
UNIT 3A - MAINTENANCE FUND	120,292.37	135,729.00	(15,436.63)	88.62%	11.37%
UNIT 3A - DEBT FUND	375,876.40	424,111.00	(48,234.60)	88.62%	11.37%
UNIT 4 - MAINTENANCE FUND	336,299.15	397,113.00	(60,813.85)	84.68%	15.31%
UNIT 5 - MAINTENANCE FUND	265,301.61	293,898.00	(28,596.39)	90.26%	9.73%
UNIT 5A - MAINTENANCE FUND	300,511.23	345,201.00	(44,689.77)	87.05%	12.94%
UNIT 5B - MAINTENANCE FUND	65,407.90	76,177.00	(10,769.10)	85.86%	14.13%
UNIT 5B - DEBT FUND	345,802.24	402,736.00	(56,933.76)	85.86%	14.13%
UNIT 5C - MAINTENANCE FUND	35,173.36	39,739.00	(4,565.64)	88.51%	11.48%
UNIT 5D - MAINTENANCE FUND	87,072.92	97,633.00	(10,560.08)	89.18%	10.81%
UNIT 7 - MAINTENANCE FUND	94,073.28	104,020.00	(9,946.72)	90.43%	9.56%
UNIT 9 - MAINTENANCE FUND	88,742.92	98,542.00	(9,799.08)	90.05%	9.94%
UNIT 9A - MAINTENANCE FUND	556,325.90	653,812.00	(97,486.10)	85.08%	14.91%
UNIT 9A - DEBT FUND	2,450,119.27	2,879,465.00	(429,345.73)	85.08%	14.91%
UNIT 9B - MAINTENANCE FUND	463,577.44	553,257.00	(89,679.56)	83.79%	16.20%
UNIT 9B - DEBT FUND	1,135,556.31	1,355,232.00	(219,675.69)	83.79%	16.20%
UNIT 11 - MAINTENANCE FUND	1,985,234.73	2,312,020.00	(326,785.27)	85.86%	14.13%
UNIT 12 - MAINTENANCE FUND	45,370.50	51,814.00	(6,443.50)	87.56%	12.43%
UNIT 12A - MAINTENANCE FUND	25,321.86	27,861.00	(2,539.14)	90.88%	9.11%
UNIT 14 - MAINTENANCE FUND	621,326.64	728,691.00	(107,364.36)	85.26%	14.73%
UNIT 15 - MAINTENANCE FUND	579,655.56	737,651.00	(157,995.44)	78.58%	21.41%
UNIT 16 - MAINTENANCE FUND	593,092.77	704,271.00	(111,178.23)	84.21%	15.78%
UNIT 16 - DEBT FUND	594,860.40	706,370.00	(111,509.60)	84.21%	15.78%
UNIT 18 - MAINTENANCE FUND	1,336,877.83	1,544,800.00	(207,922.17)	86.54%	13.45%
UNIT 19 - MAINTENANCE FUND	276,983.26	311,854.00	(34,870.74)	88.81%	11.18%
UNIT 19 - DEBT FUND	287,636.76	323,848.00	(36,211.24)	88.81%	11.18%
UNIT 19A - MAINTENANCE FUND	36,770.11	40,673.00	(3,902.89)	90.40%	9.59%
UNIT 20 - MAINTENANCE FUND	57,594.93	64,785.00	(7,190.07)	88.90%	11.09%
UNIT 21 - MAINTENANCE FUND	337,106.30	385,804.00	(48,697.70)	87.37%	12.62%
UNIT 23 - MAINTENANCE FUND	160,878.42	181,173.00	(20,294.58)	88.79%	11.20%
UNIT 24 - MAINTENANCE FUND	187,400.67	208,054.00	(20,653.33)	90.07%	9.92%
UNIT 27B - MAINTENANCE FUND	108,298.05	122,285.00	(13,986.95)	88.56%	11.43%
UNIT 27B - DEBT FUND	249,286.90	281,606.00	(32,319.10)	88.52%	11.47%
UNIT 29 - MAINTENANCE FUND	35,646.29	38,656.00	(3,009.71)	92.21%	7.78%
UNIT 31 - MAINTENANCE FUND	824,522.64	942,094.00	(117,571.36)	87.52%	12.47%
UNIT 32 - MAINTENANCE FUND	15,945.00	17,858.00	(1,913.00)	89.28%	10.71%
UNIT 32A - MAINTENANCE FUND	4,111.71	5,184.00	(1,072.29)	79.31%	20.68%
UNIT 33 - MAINTENANCE FUND	12,895.34	14,053.00	(1,157.66)	91.76%	8.23%
UNIT 34 - MAINTENANCE FUND	120,613.49	153,221.00	(32,607.51)	78.71%	21.28%
UNIT 38 - MAINTENANCE FUND	64,755.04	76,549.00	(11,793.96)	84.59%	15.40%
UNIT 41 - MAINTENANCE FUND	3,660.42	4,294.00	(633.58)	85.24%	14.75%
UNIT 43 - MAINTENANCE FUND	753,672.09	822,755.00	(69,082.91)	91.60%	8.39%
UNIT 43 - DEBT FUND	1,152,805.01	1,266,143.00	(113,337.99)	91.04%	8.95%
UNIT 44 - MAINTENANCE FUND	26,938.88	51,300.00	(24,361.12)	52.51%	47.48%
UNIT 44 - DEBT FUND	315,899.49	601,571.00	(285,671.51)	52.51%	47.48%
UNIT 45 - MAINTENANCE FUND	232,490.86	258,830.00	(26,339.14)	89.82%	10.17%
Unit 45- Debt Fund	249,749.60	278,044.00	(28,294.40)	89.82%	10.17%

Northern Palm Beach County Improvement District

Summary Budget Comparison
From 10/1/2020 Through 12/31/2020

Account Title	YTD Actual	YTD Budget	Difference	% Collected	% Uncollec...
Unit 46 - Maint Fund	32,982.54	37,999.00	(5,016.46)	86.79%	13.20%
Unit 46 - Debt Service Fund	691,063.16	789,587.00	(98,523.84)	87.52%	12.47%
UNIT 47- MAINTENANCE FUND	37,957.58	41,358.00	(3,400.42)	91.77%	8.22%
UNIT 49- MAINTENANCE FUND	61,669.53	70,222.00	(8,552.47)	87.82%	12.17%
UNIT 51 - MAINTENANCE FUND	24,979.05	33,515.00	(8,535.95)	74.53%	25.46%
Unit 53 - Maintenance Fund	14,769.14	59,211.00	(44,441.86)	24.94%	75.05%
Unit 53 Debt Service Fund	644,806.81	2,585,165.00	(1,940,358.19)	24.94%	75.05%
Report Difference	26,094,434.70	31,694,504.00	(5,600,069.30)	82.33%	17.67%

**Northern Palm Beach County Improvement District
Investment Summary
December 31, 2020**

Description	Bank Balance			% of Investments	Interest Rates		
	Current Month	Prior Month	Prior Year		Current Month	Prior Month	This Month Last Year
Pooled Cash Accounts:							
Wells Fargo (2)	\$ 46,181,010	\$ 24,268,335	\$ 26,036,973	60.7%	0.00%	0.00%	0.00%
Alt Ckg (TD Bank)	\$ 11,978,654	\$ 11,976,625	\$ 2,952,054	15.7%	0.20%	0.25%	0.60%
FL FIT CP Pool Investments	\$ -	\$ -	\$ -	0.0%	0.00%	0.00%	0.00%
FL FIT PDP Investments	\$ -	\$ -	\$ -	0.0%	0.00%	0.00%	0.00%
Dreyfus Govt Cash Mgmt (DR289)	\$ 34	\$ 34	\$ 6,525,740	0.0%	0.00%	0.00%	1.52%
Dreyfus Pfd MM (DR194)	\$ 63	\$ 63	\$ 7,030,185	0.0%	0.00%	0.00%	1.70%
Dreyfus Trsy Agy (DR521)	\$ 9	\$ 9	\$ 3,011,556	0.0%	0.00%	0.00%	1.49%
JP Morgan USTrsy (J3918)	\$ 44	\$ 44	\$ 9,536,578	0.0%	0.00%	0.00%	1.41%
Total Pooled Cash	\$ 58,159,813	\$ 36,245,110	\$ 55,093,087				
Bond Trust Accounts (held with Bank Of New York Mellon):							
Debt Service Funds	\$ 340,179	\$ 340,177	\$ 689,634	0.4%	0.00%	0.00%	0.00%
Reserve Funds	\$ 11,340,406	\$ 11,335,404	\$ 11,508,607	14.9%	0.50% - 5.25%	0.00% - 5.25%	0.00% - 4.625%
Project Funds	\$ 6,264,904	\$ 6,442,495	\$ 12,468,248	8.2%	0.00%	0.00%	0.00%
Total Trust Monies	\$ 17,945,489	\$ 18,118,076	\$ 24,666,489				
GRAND TOTAL	\$ 76,105,302	\$ 54,363,186	\$ 79,759,576				

Notes:

- (1) The District's general operations banking is with Wells Fargo. A 35bps earnings credit rate is received to offset bank service fees.
(2) Compliance with investment policy is summarized below:
- All bond trust accounts are in compliance with permitted investments pursuant to the bond resolutions:
- Pooled cash accounts are subject to the following requirements regarding portfolio composition:

Portfolio Composition	LIMITS PER INVESTMENT POLICY		
	Max Maturity	Max Total %	Max % per Issuer
Interest-bearing checking or savings accounts	N/A	75%	100%
Interest-bearing time deposits	2 Years	25%	5%
SEC registered money market funds	N/A	100%	40%
Direct obligation of the US Treasury	3 Years	100%	100%
Federal agencies and GSE's	3 Years	100%	40%
Commercial paper rated A1/P1 or higher	270 days	50%	10%
Open-end or closed-end mgmt type investments/ trusts	N/A	50%	50%
Local Government Surplus Funds Trust Fund / Intergovernmental Investment Pool	N/A	25%	N/A
Repurchase Agreements	30 days	50%	25%

NPBCID
CASH INVESTMENTS
SUMMARY

Date	DOLLARS			RATES			Benchmark 3 month U.S. Treasury	Above / (Below) Benchmark	
	EIPC	TRUST	TOTAL	EIPC	TRUST	Weighted Return			
9/30/2018	\$ 32,853,329	\$ 36,945,296	\$ 69,798,626	0.088%	2.875%	1.563%	2.150%	(0.587%)	
10/31/2018	\$ 31,753,068	\$ 46,359,164	\$ 78,112,232	0.093%	2.875%	1.744%	2.290%	(0.546%)	
11/30/2018	\$ 35,431,088	\$ 45,319,495	\$ 80,750,583	1.685%	2.875%	2.353%	2.320%	0.033%	
12/31/2018	\$ 53,139,089	\$ 42,807,044	\$ 95,946,133	1.132%	2.875%	1.909%	2.400%	(0.491%)	
1/31/2019	\$ 50,588,219	\$ 43,838,283	\$ 94,426,502	1/31/2019	1.262%	2.875%	2.011%	2.360%	(0.349%)
2/28/2019	\$ 51,417,527	\$ 37,899,490	\$ 89,317,017	2/28/2019	1.200%	2.875%	1.911%	2.400%	(0.489%)
3/31/2019	\$ 50,583,016	\$ 36,414,835	\$ 86,997,851	3/31/2019	1.647%	2.875%	2.161%	2.350%	(0.189%)
4/30/2019	\$ 53,084,610	\$ 34,434,670	\$ 87,519,280	4/30/2019	1.526%	2.875%	2.057%	2.380%	(0.323%)
5/31/2019	\$ 52,282,497	\$ 33,001,907	\$ 85,284,404	5/31/2019	1.578%	2.875%	2.080%	2.300%	(0.220%)
6/30/2019	\$ 51,229,577	\$ 31,176,667	\$ 82,406,244	6/30/2019	1.594%	2.875%	2.079%	2.080%	(0.001%)
7/31/2019	\$ 40,900,006	\$ 38,554,936	\$ 79,454,942	7/31/2019	1.701%	2.875%	2.271%	2.040%	0.231%
8/31/2019	\$ 37,189,455	\$ 27,913,993	\$ 65,103,448	8/31/2019	1.742%	2.875%	2.228%	1.950%	0.278%
9/30/2019	\$ 34,843,124	\$ 27,383,887	\$ 62,227,011	9/30/2019	0.601%	2.875%	1.602%	1.840%	(0.238%)
10/31/2019	\$ 34,090,433	\$ 26,759,971	\$ 60,850,404	10/31/2019	2.314%	2.875%	2.561%	1.510%	1.051%
11/30/2019	\$ 35,790,144	\$ 25,533,310	\$ 61,323,454	11/30/2019	1.172%	2.875%	1.881%	1.560%	0.321%
12/31/2019	\$ 55,093,087	\$ 24,666,489	\$ 79,759,576	12/31/2019	0.755%	2.875%	1.410%	1.520%	(0.110%)
1/31/2020	\$ 54,093,909	\$ 26,752,349	\$ 80,846,258	1/31/2020	1.219%	2.875%	1.767%	1.520%	0.247%
2/29/2020	\$ 55,044,055	\$ 21,669,852	\$ 76,713,907	2/29/2020	1.199%	2.875%	1.673%	1.250%	0.423%
3/31/2020	\$ 43,666,929	\$ 30,543,043	\$ 74,209,972	3/31/2020	0.337%	2.875%	1.382%	0.110%	1.272%
4/30/2020	\$ 43,337,898	\$ 30,211,421	\$ 73,549,319	4/30/2020	0.110%	2.875%	1.246%	0.090%	1.156%
5/31/2020	\$ 45,428,424	\$ 29,985,965	\$ 75,414,389	5/31/2020	0.092%	2.875%	1.199%	0.140%	1.059%
6/30/2020	\$ 42,982,700	\$ 29,801,366	\$ 72,784,066	6/30/2020	0.091%	2.875%	1.231%	0.160%	1.071%
7/31/2020	\$ 42,402,024	\$ 29,329,301	\$ 71,731,325	7/31/2020	0.088%	0.875%	0.410%	0.090%	0.320%
8/31/2020	\$ 38,854,275	\$ 18,504,919	\$ 57,359,194	8/31/2020	0.088%	0.875%	0.342%	0.110%	0.232%
9/30/2020	\$ 36,596,902	\$ 18,402,238	\$ 54,999,140	9/30/2020	0.082%	0.875%	0.347%	0.100%	0.247%
10/31/2020	\$ 35,692,354	\$ 18,162,064	\$ 53,854,418	10/31/2020	0.084%	0.875%	0.351%	0.090%	0.261%
11/30/2020	\$ 36,245,110	\$ 18,118,076	\$ 54,363,186	11/30/2020	0.083%	0.875%	0.347%	0.090%	0.257%
12/31/2020	\$ 58,159,813	\$ 17,945,489	\$ 76,105,302	12/31/2020	0.041%	0.875%	0.238%	0.090%	0.148%

Total Cash and Investments

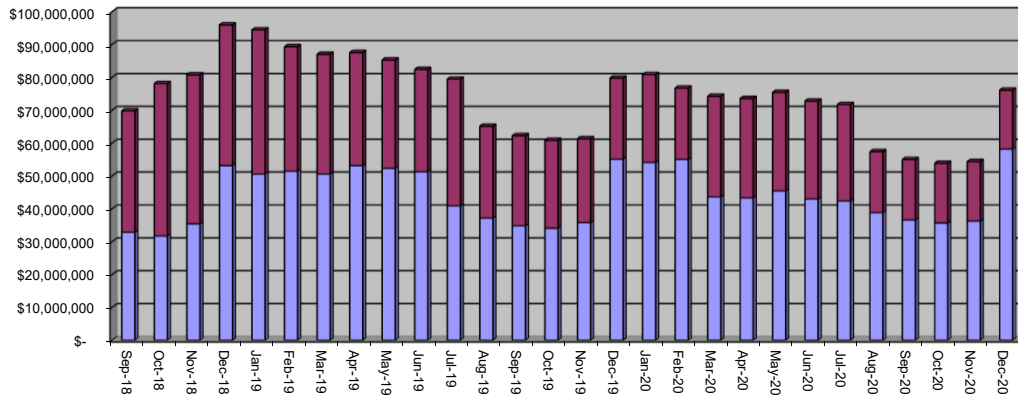
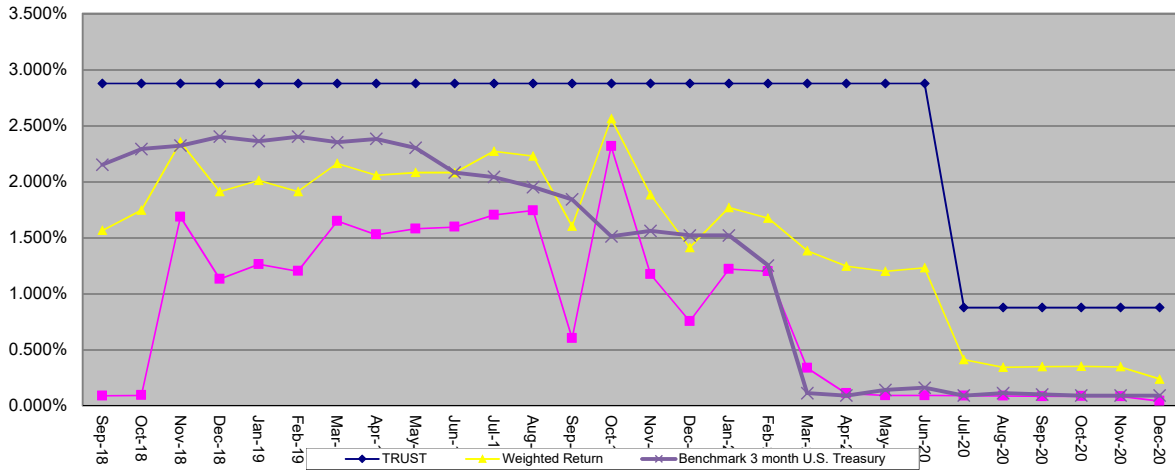


Chart Title



Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual- General Fund (Cash Basis)
GEN - General Fund
From 10/1/2020 Through 12/30/2020

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	0.00	0.00	0.00
Intergovernmental revenues	0.00	0.00	0.00
Investment income	176.72	0.00	176.72
Miscellaneous	0.00	0.00	0.00
Total Revenues:	<u>176.72</u>	<u>0.00</u>	<u>176.72</u>
Expenditures:			
Physical Environment			
ADM/OPS SALARIES	449,985.77	2,086,951.00	1,636,965.23
ENGINEERING FEES	975.00	50,000.00	49,025.00
LEGAL SERVICES	18,190.00	110,000.00	91,810.00
INSURANCE-GENERAL	214,989.00	234,769.00	19,780.00
PUBLIC INFORMATION	10,555.80	21,000.00	10,444.20
FUEL-VEHICLES	3,808.50	35,000.00	31,191.50
Other	332,445.16	1,715,429.00	1,382,983.84
Total Physical Environment	<u>1,030,949.23</u>	<u>4,253,149.00</u>	<u>3,222,199.77</u>
Capital outlay	41,155.27	76,620.00	35,464.73
Principal	0.00	17,312.00	17,312.00
Interest	0.00	3,403.00	3,403.00
Total Expenditures:	<u>1,072,104.50</u>	<u>4,350,484.00</u>	<u>3,278,379.50</u>
Excess (deficiency) of revenues over expenditures	<u>(1,071,927.78)</u>	<u>(4,350,484.00)</u>	<u>3,278,556.22</u>
Other financing sources (uses):			
Transfers in	664,967.45	4,195,484.00	(3,530,516.55)
Transfers out	0.00	0.00	0.00
Capital contributions from landowners	0.00	0.00	0.00
Proceeds from sales/disposals of capital assets	0.00	0.00	0.00
Total Other financing sources (uses):	<u>664,967.45</u>	<u>4,195,484.00</u>	<u>(3,530,516.55)</u>
Net change in fund balance	<u>(406,960.33)</u>	<u>(155,000.00)</u>	<u>(251,960.33)</u>
Fund balances, beginning of year	1,037,140.21	0.00	1,037,140.21
Total Fund balances, beginning of year	<u>1,037,140.21</u>	<u>0.00</u>	<u>1,037,140.21</u>
Fund balance, end of year	<u>630,179.88</u>	<u>(155,000.00)</u>	<u>785,179.88</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 1
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	107,090	112,604	(5,514)
Intergovernmental revenues	0	0	0
Investment income	91	0	91
Miscellaneous	300	0	300
Total Revenues:	<u>107,481</u>	<u>112,604</u>	<u>(5,123)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	4,000	4,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	96	821	725
CHEMICAL WEED CONTROL	2,335	14,008	11,673
MOWING SERVICES	4,338	28,140	23,802
TRASH DISPOSAL	0	1,000	1,000
LANDSCAPE MAINTENANCE	87	567	480
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	50,000	50,000
REPAIR & MAINT - GENERAL	350	2,500	2,150
REPAIR & MAINT-TELEMETRY	81	1,000	919
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	3,900	5,500	1,600
Other	450	470	20
Total Physical Environment	<u>11,638</u>	<u>108,506</u>	<u>96,868</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
Other	199	2,706	2,507
Total Capital outlay	<u>199</u>	<u>2,706</u>	<u>2,507</u>
Total Expenditures:	<u>11,836</u>	<u>111,212</u>	<u>99,376</u>
Excess (deficiency) of revenues over expenditures	<u>95,645</u>	<u>1,392</u>	<u>94,253</u>
Other financing sources (uses):			
Transfers out	(5,191)	(56,509)	51,318
Total Other financing sources (uses):	<u>(5,191)</u>	<u>(56,509)</u>	<u>51,318</u>
Net change in fund balance	90,454	(55,117)	145,571
Fund balances, beginning of year	<u>238,514</u>	<u>0</u>	<u>238,514</u>
Total Fund balances, beginning of year	<u>238,514</u>	<u>0</u>	<u>238,514</u>
Fund balance, end of period	<u>328,968</u>	<u>(55,117)</u>	<u>384,085</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	243,444	273,662	(30,218)
Intergovernmental revenues	0	0	0
Investment income	138	0	138
Miscellaneous	2,104	0	2,104
Total Revenues:	245,686	273,662	(27,976)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	536	0	(536)
ENVIRONMENTAL LIASON	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	214	1,838	1,624
CHEMICAL WEED CONTROL	2,882	17,293	14,411
MOWING SERVICES	1,715	11,124	9,409
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	0	0	0
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	8,024	30,401	22,377
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	8,000	8,000
REPAIR & MAINT - GENERAL	0	4,500	4,500
REPAIR & MAINT-TELEMTRY	0	1,500	1,500
REPAIR & MAINT-CULVERTS	5,750	1,000	(4,750)
REPAIR & MAINT - GATE	0	800	800
R&M- Aerator refurbishments	0	6,250	6,250
Other	5,284	16,641	11,357
Total Physical Environment	24,406	100,597	76,191
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	22,000	22,000
MACHINERY & EQUIPMENT	0	0	0
Other	838	11,414	10,576
Total Capital outlay	838	33,414	32,576
Total Expenditures:	25,244	134,011	108,767
Excess (deficiency) of revenues over expenditures	220,442	139,651	80,791
Other financing sources (uses):			
Transfers out	(18,995)	(179,960)	160,965
Total Other financing sources (uses):	(18,995)	(179,960)	160,965
Net change in fund balance	201,447	(40,309)	241,756
Fund balances, beginning of year	383,971	0	383,971
Total Fund balances, beginning of year	383,971	0	383,971
Fund balance, end of period	585,418	(40,309)	625,727

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2A
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	98,275	109,762	(11,487)
Intergovernmental revenues	0	0	0
Investment income	90	0	90
Miscellaneous	0	0	0
Total Revenues:	98,365	109,762	(11,397)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	0	0	0
FINANCIAL CONS./ADVISOR	0	215	215
AUDITORS SERVICES	126	1,079	953
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	369	2,394	2,025
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	15,000	15,000
REPAIR & MAINT - GENERAL	14	12,150	12,136
REPAIR & MAINT-TELEMETRY	363	9,000	8,637
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	1,500	0	(1,500)
REPAIR & MAINT - GATE	0	1,200	1,200
Other	1,217	2,653	1,436
Total Physical Environment	3,588	44,941	41,353
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	3,588	44,941	41,353
Excess (deficiency) of revenues over expenditures	94,777	64,821	29,956
Other financing sources (uses):			
Transfers out	(16,141)	(70,681)	54,540
Total Other financing sources (uses):	(16,141)	(70,681)	54,540
Net change in fund balance	78,636	(5,860)	84,496
Fund balances, beginning of year	279,199	0	279,199
Total Fund balances, beginning of year	279,199	0	279,199
Fund balance, end of period	357,834	(5,860)	363,694

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 2C
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	188,676	197,856	(9,180)
Investment income	87	0	87
Miscellaneous	12,033	0	12,033
Total Revenues:	<u>200,795</u>	<u>197,856</u>	<u>2,939</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	125	5,000	4,875
ENGINEERING-PERMITS	1,443	0	(1,443)
FINANCIAL CONS./ADVISOR	0	430	430
AUDITORS SERVICES	138	1,183	1,045
CHEMICAL WEED CONTROL	249	1,491	1,242
TRASH DISPOSAL	0	1,000	1,000
PRESERVE/EXOTIC MAINT	977	85,000	84,023
REPAIR & MAINT-AERATORS	0	12,500	12,500
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	0	0
R&M- Aerator refurbishments	0	0	0
Other	3,344	3,515	171
Total Physical Environment	<u>6,275</u>	<u>130,119</u>	<u>123,844</u>
Capital outlay			
MACHINERY & EQUIPMENT	<u>0</u>	<u>0</u>	<u>0</u>
Total Capital outlay	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>6,275</u>	<u>130,119</u>	<u>123,844</u>
Excess (deficiency) of revenues over expenditures	<u>194,520</u>	<u>67,737</u>	<u>126,783</u>
Other financing sources (uses):			
Transfers out	<u>(10,277)</u>	<u>(37,737)</u>	<u>27,460</u>
Total Other financing sources (uses):	<u>(10,277)</u>	<u>(37,737)</u>	<u>27,460</u>
Net change in fund balance	184,243	30,000	154,243
Fund balances, beginning of year	<u>222,239</u>	<u>0</u>	<u>222,239</u>
Total Fund balances, beginning of year	<u>222,239</u>	<u>0</u>	<u>222,239</u>
Fund balance, end of period	<u>406,482</u>	<u>30,000</u>	<u>376,482</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 3
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	257,848	291,951	(34,103)
Intergovernmental revenues	0	0	0
Investment income	102	0	102
Miscellaneous	6,019	0	6,019
Total Revenues:	263,969	291,951	(27,982)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	15,000	15,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	2,035	500	(1,535)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	155	1,327	1,172
CHEMICAL WEED CONTROL	4,222	27,387	23,165
MOWING SERVICES	5,865	38,046	32,181
TRASH DISPOSAL	0	1,000	1,000
LANDSCAPE MAINTENANCE	117	756	639
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	4,800	4,800
REPAIR & MAINT-AERATORS	0	3,786	3,786
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	5,520	67,000	61,480
REPAIR & MAINT - GENERAL	0	6,000	6,000
REPAIR & MAINT-TELEMETRY	0	8,000	8,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	700	700
Other	2,625	3,445	820
Total Physical Environment	20,539	177,747	157,208
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
Other	251	3,425	3,174
Total Capital outlay	251	3,425	3,174
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	20,791	181,172	160,381
Excess (deficiency) of revenues over expenditures	243,178	110,779	132,399
Other financing sources (uses):			
Transfers out	(17,498)	(109,495)	91,997
Total Other financing sources (uses):	(17,498)	(109,495)	91,997
Net change in fund balance	225,681	1,284	224,397
Fund balances, beginning of year	260,478	0	260,478
Total Fund balances, beginning of year	260,478	0	260,478
Fund balance, end of period	486,158	1,284	484,874

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 3A
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	115,481	130,509	(15,028)
Intergovernmental revenues	0	0	0
Investment income	147	0	147
Miscellaneous	(250)	0	(250)
Total Revenues:	<u>115,378</u>	<u>130,509</u>	<u>(15,131)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	12,000	12,000
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	215	215
IT Services	0	0	0
AUDITORS SERVICES	164	1,410	1,246
CHEMICAL WEED CONTROL	1,215	7,879	6,664
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	4,260	27,028	22,769
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT - GENERAL	0	3,000	3,000
REPAIR & MAINT-ROADS	0	23,000	23,000
REPAIR & MAINT-CULVERTS	0	1,500	1,500
REPAIR & MAINT - GATE	0	0	0
Repairs & Maint - Catch Basins	(26,500)	20,000	46,500
R&M- Aerator refurbishments	0	12,500	12,500
REPAIR & MAINT- STREET SWEEP	2,405	15,000	12,595
Other	4,954	27,317	22,363
Total Physical Environment	<u>(13,503)</u>	<u>151,599</u>	<u>165,102</u>
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Total Capital outlay	0	0	0
Total Expenditures:	<u>(13,503)</u>	<u>151,599</u>	<u>165,102</u>
Excess (deficiency) of revenues over expenditures	<u>128,881</u>	<u>(21,090)</u>	<u>149,971</u>
Other financing sources (uses):			
Transfers out	(11,376)	(58,193)	46,817
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(11,376)</u>	<u>(58,193)</u>	<u>46,817</u>
Net change in fund balance	117,505	(79,283)	196,788
Fund balances, beginning of year	413,781	0	413,781
Total Fund balances, beginning of year	<u>413,781</u>	<u>0</u>	<u>413,781</u>
Fund balance, end of period	<u>531,286</u>	<u>(79,283)</u>	<u>610,569</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 4
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	332,750	392,468	(59,718)
Intergovernmental revenues	0	0	0
Investment income	182	0	182
Miscellaneous	(363)	0	(363)
Total Revenues:	<u>332,570</u>	<u>392,468</u>	<u>(59,898)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	249	2,138	1,889
CHEMICAL WEED CONTROL	2,557	16,585	14,028
MOWING SERVICES	2,954	19,158	16,204
TRASH DISPOSAL	0	1,000	1,000
LANDSCAPE MAINTENANCE	243	1,575	1,332
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	9,902	56,310	46,408
REPAIR & MAINT-CANAL/LAKE	2,400	10,000	7,600
REPAIR & MAINT - GENERAL	14	10,000	9,986
REPAIR & MAINT-TELEMTRY	0	5,000	5,000
REPAIR & MAINT-CULVERTS	0	2,000	2,000
REPAIR & MAINT - GATE	0	800	800
R&M- Aerator refurbishments	0	0	0
Other	11,819	43,803	31,984
Total Physical Environment	<u>30,137</u>	<u>169,369</u>	<u>139,232</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	7,000	7,000
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	803	10,939	10,136
Total Capital outlay	<u>803</u>	<u>17,939</u>	<u>17,136</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>30,940</u>	<u>187,308</u>	<u>156,368</u>
Excess (deficiency) of revenues over expenditures	<u>301,630</u>	<u>205,160</u>	<u>96,470</u>
Other financing sources (uses):			
Transfers out	(19,258)	(165,160)	145,902
Total Other financing sources (uses):	<u>(19,258)</u>	<u>(165,160)</u>	<u>145,902</u>
Net change in fund balance	282,371	40,000	242,371
Fund balances, beginning of year	<u>497,068</u>	<u>0</u>	<u>497,068</u>
Total Fund balances, beginning of year	<u>497,068</u>	<u>0</u>	<u>497,068</u>
Fund balance, end of period	<u>779,439</u>	<u>40,000</u>	<u>739,439</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	256,390	284,279	(27,889)
Intergovernmental revenues	0	0	0
Investment income	144	0	144
Miscellaneous	7,310	0	7,310
Total Revenues:	<u>263,844</u>	<u>284,279</u>	<u>(20,435)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	4,200	4,000	(200)
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	0	3,648	3,648
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	139	1,194	1,055
CHEMICAL WEED CONTROL	1,578	9,467	7,889
MOWING SERVICES	1,810	11,742	9,932
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	2,000	2,000
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	500	500
Other	2,547	2,834	287
Total Physical Environment	<u>10,274</u>	<u>38,135</u>	<u>27,861</u>
Capital outlay	744	10,141	9,397
Principal	0	75,726	75,726
Interest	0	53,625	53,625
Total Expenditures:	<u>11,019</u>	<u>177,627</u>	<u>166,608</u>
Excess (deficiency) of revenues over expenditures	<u>252,825</u>	<u>106,652</u>	<u>146,173</u>
Other financing sources (uses):			
Transfers out	(3,346)	(84,165)	80,819
Total Other financing sources (uses):	<u>(3,346)</u>	<u>(84,165)</u>	<u>80,819</u>
Net change in fund balance	249,479	22,487	226,992
Fund balances, beginning of year	<u>379,749</u>	<u>0</u>	<u>379,749</u>
Total Fund balances, beginning of year	<u>379,749</u>	<u>0</u>	<u>379,749</u>
Fund balance, end of period	<u>629,228</u>	<u>22,487</u>	<u>606,741</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5A
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	288,497	331,925	(43,428)
Intergovernmental revenues	0	0	0
Investment income	446	0	446
Miscellaneous	(742)	0	(742)
Total Revenues:	288,201	331,925	(43,724)
Expenditures:			
Physical Environment			
ENGINEERING FEES	715	8,000	7,285
ENGINEERING-PERMITS	130	0	(130)
LEGAL SERVICES	715	1,000	285
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	144	1,231	1,087
MARSH MAINT-LITTORAL ZONE	100	15,568	15,468
CHEMICAL WEED CONTROL	5,337	32,024	26,687
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	2,000	2,000
REPAIR & MAINT-WELLS	0	0	0
REPAIR & MAINT - GENERAL	0	500	500
REPAIR & MAINT-ROADS	4,800	28,500	23,700
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	0	0
Repairs & Maint - Catch Basins	0	20,000	20,000
Other	4,247	16,287	12,040
Total Physical Environment	16,188	125,360	109,172
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
ROADS/BRIDGES	0	260,000	260,000
CULVERTS/STRUCTURES	0	0	0
Other	125	0	(125)
Total Capital outlay	125	260,000	259,875
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	16,313	385,360	369,047
Excess (deficiency) of revenues over expenditures	271,889	(53,435)	325,324
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(21,752)	(121,347)	99,595
Total Other financing sources (uses):	(21,752)	(121,347)	99,595
Net change in fund balance	250,137	(174,782)	424,919
Fund balances, beginning of year	1,328,203	0	1,328,203
Total Fund balances, beginning of year	1,328,203	0	1,328,203
Fund balance, end of period	1,578,340	(174,782)	1,753,122

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5B
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	62,786	73,247	(10,461)
Intergovernmental revenues	0	0	0
Investment income	49	0	49
Miscellaneous	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues:	<u>62,834</u>	<u>73,247</u>	<u>(10,413)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
LEGAL SERVICES	0	500	500
WATER QUALITY	0	0	0
FINANCIAL CONS./ADVISOR	0	215	215
AUDITORS SERVICES	79	673	594
LANDSCAPE MAINTENANCE	421	2,730	2,309
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	3,786	3,786
REPAIR & MAINT-PUMP STATN	111	10,000	9,889
REPAIR & MAINT-CANAL/LAKE	0	3,000	3,000
REPAIR & MAINT-BLDG	0	10,000	10,000
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-TELEMETRY	0	1,500	1,500
R&M- GENERATORS	0	1,000	1,000
Other	<u>1,825</u>	<u>6,814</u>	<u>4,989</u>
Total Physical Environment	2,435	42,718	40,283
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	<u>0</u>	<u>0</u>	<u>0</u>
Total Capital outlay	0	0	0
Principal	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>2,435</u>	<u>42,718</u>	<u>40,283</u>
Excess (deficiency) of revenues over expenditures	<u>60,400</u>	<u>30,529</u>	<u>29,871</u>
Other financing sources (uses):			
Transfers out	<u>(6,163)</u>	<u>(39,159)</u>	<u>32,996</u>
Total Other financing sources (uses):	<u>(6,163)</u>	<u>(39,159)</u>	<u>32,996</u>
Net change in fund balance	54,237	(8,630)	62,867
Fund balances, beginning of year	<u>137,651</u>	<u>0</u>	<u>137,651</u>
Total Fund balances, beginning of year	<u>137,651</u>	<u>0</u>	<u>137,651</u>
Fund balance, end of period	<u>191,888</u>	<u>(8,630)</u>	<u>200,518</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5C
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	33,758	38,211	(4,453)
Investment income	73	0	73
Total Investment income	73	0	73
Total Revenues:	<u>33,830</u>	<u>38,211</u>	<u>(4,381)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	68	584	516
TRASH DISPOSAL	850	3,400	2,550
LANDSCAPE MAINTENANCE	112	724	612
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	3,000	3,000
REPAIR & MAINT - GENERAL	0	1,500	1,500
REPAIR & MAINT-TELEMTRY	0	1,500	1,500
REPAIR & MAINT-CULVERTS	0	0	0
Other	373	1,380	1,007
Total Physical Environment	<u>1,403</u>	<u>13,088</u>	<u>11,685</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
Other	0	0	0
Total Capital outlay	<u>0</u>	<u>0</u>	<u>0</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>1,403</u>	<u>13,088</u>	<u>11,685</u>
Excess (deficiency) of revenues over expenditures	<u>32,428</u>	<u>25,123</u>	<u>7,305</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(4,945)	(21,923)	16,978
Total Other financing sources (uses):	<u>(4,945)</u>	<u>(21,923)</u>	<u>16,978</u>
Net change in fund balance	27,483	3,200	24,283
Fund balances, beginning of year	<u>218,183</u>	<u>0</u>	<u>218,183</u>
Total Fund balances, beginning of year	<u>218,183</u>	<u>0</u>	<u>218,183</u>
Fund balance, end of period	<u>245,666</u>	<u>3,200</u>	<u>242,466</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 5D
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	83,576	93,878	(10,302)
Intergovernmental revenues	0	0	0
Investment income	97	0	97
Miscellaneous	0	0	0
Total Revenues:	<u>83,673</u>	<u>93,878</u>	<u>(10,205)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
Special Legislative Activities	0	0	0
AUDITORS SERVICES	100	856	756
LANDSCAPE MAINTENANCE	426	2,762	2,336
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
REPAIR & MAINT-PUMP STATN	1,961	5,000	3,039
REPAIR & MAINT-CANAL/LAKE	0	3,000	3,000
REPAIR & MAINT-BLDG	0	10,000	10,000
REPAIR & MAINT - GENERAL	0	3,000	3,000
REPAIR & MAINT-TELEMETRY	105	1,500	1,395
R&M- GENERATORS	0	1,000	1,000
Other	1,804	5,531	3,727
Total Physical Environment	<u>4,396</u>	<u>33,649</u>	<u>29,253</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	12,500	12,500
Total Capital outlay	<u>0</u>	<u>12,500</u>	<u>12,500</u>
Total Expenditures:	<u>4,396</u>	<u>46,149</u>	<u>41,753</u>
Excess (deficiency) of revenues over expenditures	<u>79,277</u>	<u>47,729</u>	<u>31,548</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(7,208)	(38,729)	31,521
Total Other financing sources (uses):	<u>(7,208)</u>	<u>(38,729)</u>	<u>31,521</u>
Net change in fund balance	72,069	9,000	63,069
Fund balances, beginning of year	<u>283,995</u>	<u>0</u>	<u>283,995</u>
Total Fund balances, beginning of year	<u>283,995</u>	<u>0</u>	<u>283,995</u>
Fund balance, end of period	<u>356,065</u>	<u>9,000</u>	<u>347,065</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 7
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	90,348	100,019	(9,671)
Intergovernmental revenues	0	0	0
Investment income	117	0	117
Miscellaneous	6,307	0	6,307
Total Revenues:	<u>96,772</u>	<u>100,019</u>	<u>(3,247)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	125	500	375
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	0	3,697	3,697
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	82	707	625
CHEMICAL WEED CONTROL	872	5,234	4,362
MOWING SERVICES	2,572	16,686	14,114
TRASH DISPOSAL	0	1,200	1,200
LANDSCAPE MAINTENANCE	39	252	213
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT - GATE	1,900	2,000	100
Other	942	1,501	559
Total Physical Environment	<u>6,533</u>	<u>38,277</u>	<u>31,744</u>
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	252	3,432	3,180
Total Capital outlay	<u>252</u>	<u>3,432</u>	<u>3,180</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>6,785</u>	<u>41,709</u>	<u>34,924</u>
Excess (deficiency) of revenues over expenditures	<u>89,988</u>	<u>58,310</u>	<u>31,678</u>
Other financing sources (uses):			
Transfers out	(6,543)	(62,058)	55,515
Total Other financing sources (uses):	<u>(6,543)</u>	<u>(62,058)</u>	<u>55,515</u>
Net change in fund balance	83,445	(3,748)	87,193
Fund balances, beginning of year	341,183	0	341,183
Total Fund balances, beginning of year	<u>341,183</u>	<u>0</u>	<u>341,183</u>
Fund balance, end of period	<u>424,627</u>	<u>(3,748)</u>	<u>428,375</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	87,897	97,423	(9,526)
Intergovernmental revenues	0	0	0
Investment income	105	0	105
Miscellaneous	0	0	0
Total Revenues:	<u>88,002</u>	<u>97,423</u>	<u>(9,421)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	0	5,510	5,510
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	83	713	630
CHEMICAL WEED CONTROL	592	3,553	2,961
MOWING SERVICES	1,334	8,652	7,318
TRASH DISPOSAL	0	1,000	1,000
LANDSCAPE MAINTENANCE	58	378	320
SUPERVISORS EXPENSES	0	0	0
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	0	1,500	1,500
REPAIR & MAINT-TELEMETRY	0	4,500	4,500
REPAIR & MAINT-CULVERTS	0	1,500	1,500
REPAIR & MAINT - GATE	0	500	500
REPAIR & MAINT - IRRIGATION	0	0	0
Other	892	1,135	243
Total Physical Environment	<u>2,960</u>	<u>34,941</u>	<u>31,981</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	7,000	7,000
CULVERTS/STRUCTURES	0	0	0
Other	165	2,241	2,076
Total Capital outlay	<u>165</u>	<u>9,241</u>	<u>9,076</u>
Interest	0	0	0
Total Expenditures:	<u>3,124</u>	<u>44,182</u>	<u>41,058</u>
Excess (deficiency) of revenues over expenditures	<u>84,878</u>	<u>53,241</u>	<u>31,637</u>
Other financing sources (uses):			
Transfers out	(6,518)	(69,365)	62,847
Total Other financing sources (uses):	<u>(6,518)</u>	<u>(69,365)</u>	<u>62,847</u>
Net change in fund balance	78,360	(16,124)	94,484
Fund balances, beginning of year	307,330	0	307,330
Total Fund balances, beginning of year	<u>307,330</u>	<u>0</u>	<u>307,330</u>

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 9
 From 10/1/2020 Through 12/31/2020
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	385,690	(16,124)	401,814

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9A
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	538,984	633,216	(94,232)
Intergovernmental revenues	0	0	0
Investment income	407	0	407
Miscellaneous	(467)	0	(467)
Total Revenues:	<u>538,925</u>	<u>633,216</u>	<u>(94,291)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	0	1,384	1,384
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	466	3,993	3,527
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	3,650	23,906	20,256
MOWING SERVICES	2,096	13,596	11,500
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	384	2,488	2,104
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	763	125,400	124,637
UPLAND MAINTENANCE	8,836	11,329	2,493
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	8,028	66,941	58,913
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	10,000	10,000
REPAIR & MAINT-BLDG	0	5,000	5,000
REPAIR & MAINT - GENERAL	14	12,000	11,986
REPAIR & MAINT-TELEMETRY	0	3,000	3,000
REPAIR & MAINT-ROADS	0	35,000	35,000
REPAIR & MAINT-CULVERTS	0	2,000	2,000
REPAIR & MAINT - GATE	0	500	500
R&M- Aerator refurbishments	0	12,500	12,500
R & M PRESERVE STRUCTURES	0	35,000	35,000
Other	18,420	80,226	61,806
Total Physical Environment	<u>42,657</u>	<u>446,013</u>	<u>403,356</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
CANALS/LAKES/OTHER DRAINAGE	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	<u>0</u>	<u>0</u>	<u>0</u>
Principal	0	0	0
Total Expenditures:	<u>42,657</u>	<u>446,013</u>	<u>403,356</u>
Excess (deficiency) of revenues over expenditures	<u>496,268</u>	<u>187,203</u>	<u>309,065</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9A
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	<u>(34,698)</u>	<u>(181,061)</u>	<u>146,363</u>
Total Other financing sources (uses):	<u>(34,698)</u>	<u>(181,061)</u>	<u>146,363</u>
Net change in fund balance	461,570	6,142	455,428
Fund balances, beginning of year	1,159,445	0	1,159,445
Total Fund balances, beginning of year	<u>1,159,445</u>	<u>0</u>	<u>1,159,445</u>
Fund balance, end of period	<u><u>1,621,015</u></u>	<u><u>6,142</u></u>	<u><u>1,614,873</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9B
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	445,107	531,979	(86,872)
Intergovernmental revenues	0	0	0
Investment income	305	0	305
Miscellaneous	(175)	0	(175)
Total Revenues:	<u>445,237</u>	<u>531,979</u>	<u>(86,742)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	215	215
AUDITORS SERVICES	403	3,452	3,049
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	1,560	10,213	8,653
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	291	1,890	1,599
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	1,723	125,400	123,677
UPLAND MAINTENANCE	21,600	27,692	6,092
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	4,902	31,909	27,007
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	7,500	7,500
REPAIR & MAINT-BLDG	0	5,000	5,000
REPAIR & MAINT - GENERAL	14	10,000	9,986
REPAIR & MAINT-TELEMTRY	773	3,000	2,227
REPAIR & MAINT-ROADS	0	35,000	35,000
REPAIR & MAINT-CULVERTS	0	11,250	11,250
REPAIR & MAINT - GATE	0	400	400
R&M- Aerator refurbishments	0	6,250	6,250
R & M PRESERVE STRUCTURES	2,095	35,000	32,905
Other	11,884	51,793	39,909
Total Physical Environment	<u>45,245</u>	<u>367,214</u>	<u>321,969</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	0	0	0
Total Capital outlay	<u>0</u>	<u>0</u>	<u>0</u>
Principal	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>45,245</u>	<u>367,214</u>	<u>321,969</u>
Excess (deficiency) of revenues over expenditures	<u>399,991</u>	<u>164,765</u>	<u>235,226</u>
Other financing sources (uses):			
Transfers out	(31,008)	(143,487)	112,479

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 9B
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Total Other financing sources (uses):	<u>(31,008)</u>	<u>(143,487)</u>	<u>112,479</u>
Net change in fund balance	368,984	21,278	347,706
Fund balances, beginning of year	<u>867,831</u>	<u>0</u>	<u>867,831</u>
Total Fund balances, beginning of year	<u>867,831</u>	<u>0</u>	<u>867,831</u>
Fund balance, end of period	<u>1,236,815</u>	<u>21,278</u>	<u>1,215,537</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 11
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	1,905,872	2,223,100	(317,228)
Intergovernmental revenues	0	0	0
Investment income	993	0	993
Miscellaneous	8,384	0	8,384
Total Revenues:	1,915,249	2,223,100	(307,851)
Expenditures:			
Physical Environment			
ENGINEERING FEES	18	43,000	42,983
ENGINEERING-PERMITS	438	0	(438)
LEGAL SERVICES	413	1,000	588
WATER QUALITY	0	14,145	14,145
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	1,434	12,293	10,859
MARSH MAINT-LITTORAL ZONE	54,561	349,750	295,189
CHEMICAL WEED CONTROL	36,895	221,070	184,175
MECHANICAL WEED CONTROL	0	0	0
MOWING SERVICES	5,088	33,001	27,913
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	1,534	9,949	8,415
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	4,544	63,000	58,456
REPAIR & MAINT-AERATORS	30,609	217,934	187,325
REPAIR & MAINT-PUMP STATN	757	21,000	20,243
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	3,000	19,000	16,000
REPAIR & MAINT-BLDG	0	70,000	70,000
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMETRY	210	8,000	7,790
REPAIR & MAINT-ROADS	6,189	101,000	94,811
REPAIR & MAINT-CULVERTS	0	13,750	13,750
REPAIR & MAINT - GATE	1,900	3,500	1,600
R & M - HVAC REPAIRS	0	0	0
Repairs & Maint - Catch Basins	(29,038)	25,000	54,038
R&M- Aerator refurbishments	0	31,250	31,250
R&M- GENERATORS	0	1,000	1,000
Other	52,760	211,627	158,867
Total Physical Environment	171,309	1,480,519	1,309,210
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
ROADS/BRIDGES	0	205,000	205,000
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	521	7,093	6,572
Total Capital outlay	521	212,093	211,572
Principal	0	166,557	166,557
Interest	0	32,740	32,740
Total Expenditures:	171,830	1,891,909	1,720,079

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 11
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Excess (deficiency) of revenues over expenditures	<u>1,743,419</u>	<u>331,191</u>	<u>1,412,228</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(95,682)	(569,083)	473,401
Capital contributions from landowners	<u>0</u>	<u>0</u>	<u>0</u>
Total Other financing sources (uses):	<u>(95,682)</u>	<u>(569,083)</u>	<u>473,401</u>
Net change in fund balance	1,647,737	(237,892)	1,885,629
Fund balances, beginning of year	<u>2,678,267</u>	<u>0</u>	<u>2,678,267</u>
Total Fund balances, beginning of year	<u>2,678,267</u>	<u>0</u>	<u>2,678,267</u>
Fund balance, end of period	<u><u>4,326,004</u></u>	<u><u>(237,892)</u></u>	<u><u>4,563,896</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 12
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	43,566	49,821	(6,255)
Intergovernmental revenues	0	0	0
Investment income	57	0	57
Miscellaneous	0	0	0
Total Revenues:	<u>43,622</u>	<u>49,821</u>	<u>(6,199)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
ENGINEERING-PERMITS	0	0	0
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	47	400	353
CHEMICAL WEED CONTROL	29	176	147
MOWING SERVICES	333	2,163	1,830
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	87	567	480
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	4,000	4,000
REPAIR & MAINT - GENERAL	0	500	500
REPAIR & MAINT-TELEMETRY	0	1,000	1,000
REPAIR & MAINT - GATE	1,900	3,000	1,100
Other	436	496	60
Total Physical Environment	<u>2,832</u>	<u>12,552</u>	<u>9,720</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
Other	182	2,484	2,302
Total Capital outlay	<u>182</u>	<u>2,484</u>	<u>2,302</u>
Total Expenditures:	<u>3,015</u>	<u>15,036</u>	<u>12,021</u>
Excess (deficiency) of revenues over expenditures	<u>40,607</u>	<u>34,785</u>	<u>5,822</u>
Other financing sources (uses):			
Transfers out	(2,594)	(41,706)	39,112
Total Other financing sources (uses):	<u>(2,594)</u>	<u>(41,706)</u>	<u>39,112</u>
Net change in fund balance	38,014	(6,921)	44,935
Fund balances, beginning of year	<u>165,722</u>	<u>0</u>	<u>165,722</u>
Total Fund balances, beginning of year	<u>165,722</u>	<u>0</u>	<u>165,722</u>
Fund balance, end of period	<u>203,735</u>	<u>(6,921)</u>	<u>210,656</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 12A
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	24,309	26,789	(2,480)
Intergovernmental revenues	0	0	0
Investment income	32	0	32
Miscellaneous	0	0	0
Total Revenues:	<u>24,341</u>	<u>26,789</u>	<u>(2,448)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	20	170	150
CHEMICAL WEED CONTROL	161	1,044	883
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	344	7,831	7,487
REPAIR & MAINT-CANAL/LAKE	0	500	500
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	0	0
R&M- Aerator refurbishments	0	0	0
Other	1,269	1,515	246
Total Physical Environment	<u>1,794</u>	<u>12,310</u>	<u>10,516</u>
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Total Capital outlay	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>1,794</u>	<u>12,310</u>	<u>10,516</u>
Excess (deficiency) of revenues over expenditures	<u>22,547</u>	<u>14,479</u>	<u>8,068</u>
Other financing sources (uses):			
Transfers out	(2,026)	(9,222)	7,196
Total Other financing sources (uses):	<u>(2,026)</u>	<u>(9,222)</u>	<u>7,196</u>
Net change in fund balance	20,520	5,257	15,263
Fund balances, beginning of year	95,372	0	95,372
Total Fund balances, beginning of year	<u>95,372</u>	<u>0</u>	<u>95,372</u>
Fund balance, end of period	<u>115,892</u>	<u>5,257</u>	<u>110,635</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 14
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	596,503	700,666	(104,163)
Intergovernmental revenues	0	0	0
Investment income	218	0	218
Miscellaneous	11,450	0	11,450
Total Revenues:	<u>608,171</u>	<u>700,666</u>	<u>(92,495)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	63	5,000	4,938
ENGINEERING-PERMITS	583	0	(583)
LEGAL SERVICES	1,513	2,000	488
WATER QUALITY	0	4,623	4,623
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	547	4,685	4,138
CHEMICAL WEED CONTROL	5,476	35,521	30,045
MECHANICAL WEED CONTROL	0	0	0
MOWING SERVICES	762	4,944	4,182
TRASH DISPOSAL	0	1,000	1,000
LANDSCAPE MAINTENANCE	375	2,431	2,056
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	14,617	143,005	128,388
REPAIR & MAINT-PUMP STATN	111	20,000	19,889
REPAIR & MAINT-CANAL/LAKE	0	0	0
REPAIR & MAINT-BLDG	0	10,000	10,000
REPAIR & MAINT - GENERAL	0	4,750	4,750
REPAIR & MAINT-TELEMETRY	26	6,000	5,974
REPAIR & MAINT-CULVERTS	0	5,000	5,000
REPAIR & MAINT - GATE	0	0	0
R&M- Aerator refurbishments	0	25,000	25,000
R&M- GENERATORS	0	1,000	1,000
Other	37,353	144,497	107,144
Total Physical Environment	<u>61,423</u>	<u>419,456</u>	<u>358,033</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	104	1,418	1,314
Total Capital outlay	<u>104</u>	<u>1,418</u>	<u>1,314</u>
Principal	0	107,713	107,713
Interest	0	30,518	30,518
Total Expenditures:	<u>61,528</u>	<u>559,105</u>	<u>497,577</u>
Excess (deficiency) of revenues over expenditures	<u>546,643</u>	<u>141,561</u>	<u>405,082</u>
Other financing sources (uses):			
Transfers out	(26,729)	(159,150)	132,421
Capital contributions from landowners	0	0	0

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 14
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Total Other financing sources (uses):	<u>(26,729)</u>	<u>(159,150)</u>	<u>132,421</u>
Net change in fund balance	519,915	(17,589)	537,504
Fund balances, beginning of year	<u>547,939</u>	<u>0</u>	<u>547,939</u>
Total Fund balances, beginning of year	<u>547,939</u>	<u>0</u>	<u>547,939</u>
Fund balance, end of period	<u>1,067,853</u>	<u>(17,589)</u>	<u>1,085,442</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 15
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	592,651	746,483	(153,832)
Intergovernmental revenues	0	0	0
Investment income	182	0	182
Miscellaneous	<u>0</u>	<u>0</u>	<u>0</u>
Total Revenues:	<u>592,833</u>	<u>746,483</u>	<u>(153,650)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	3,000	3,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	990	1,000	10
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	430	3,682	3,252
CHEMICAL WEED CONTROL	10,518	68,226	57,708
MOWING SERVICES	1,524	9,888	8,364
TRASH DISPOSAL	2,500	30,000	27,500
LANDSCAPE MAINTENANCE	204	1,323	1,119
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	14,467	142,128	127,661
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	10,000	10,000
REPAIR & MAINT - GENERAL	14	12,000	11,986
REPAIR & MAINT-TELEMETRY	0	5,000	5,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	500	500
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	0	25,000	25,000
Other	<u>32,055</u>	<u>138,014</u>	<u>105,959</u>
Total Physical Environment	62,701	449,761	387,060
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	24,000	24,000
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	18,722	0	(18,722)
Other	<u>442</u>	<u>6,026</u>	<u>5,584</u>
Total Capital outlay	19,164	30,026	10,862
Principal	0	43,640	43,640
Interest	<u>0</u>	<u>30,903</u>	<u>30,903</u>
Total Expenditures:	<u>81,865</u>	<u>554,330</u>	<u>472,465</u>
Excess (deficiency) of revenues over expenditures	<u>510,968</u>	<u>192,153</u>	<u>318,815</u>
Other financing sources (uses):			
Transfers out	<u>(19,756)</u>	<u>(146,705)</u>	<u>126,949</u>
Total Other financing sources (uses):	<u>(19,756)</u>	<u>(146,705)</u>	<u>126,949</u>
Net change in fund balance	491,211	45,448	445,763
Fund balances, beginning of year	450,570	0	450,570

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 15
 From 10/1/2020 Through 12/31/2020
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Fund balances, beginning of year	450,570	0	450,570
Fund balance, end of period	941,781	45,448	896,333

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 16
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	569,354	695,124	(125,770)
Intergovernmental revenues	0	0	0
Investment income	381	0	381
Miscellaneous	45,561	0	45,561
Total Revenues:	615,295	695,124	(79,829)
Expenditures:			
Physical Environment			
ENGINEERING FEES	1,968	33,000	31,033
ENGINEERING-PERMITS	3,519	0	(3,519)
ENVIRONMENTAL LIASON	0	25,031	25,031
LEGAL SERVICES	18,370	5,000	(13,370)
WATER QUALITY	0	5,416	5,416
FINANCIAL CONS./ADVISOR	0	215	215
AUDITORS SERVICES	477	4,086	3,609
MARSH MAINT-LITTORAL ZONE	100	5,075	4,975
CHEMICAL WEED CONTROL	6,118	36,708	30,590
MOWING SERVICES	7,975	51,732	43,757
SECURITY SERVICES	90,357	276,441	186,084
TRASH DISPOSAL	0	5,000	5,000
LANDSCAPE MAINTENANCE	1,168	7,577	6,409
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	15,000	15,000
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	20,000	20,000
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-TELEMETRY	0	10,000	10,000
REPAIR & MAINT-ROADS	2,800	34,250	31,450
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	500	500
Repairs & Maint - Catch Basins	0	20,000	20,000
REPAIR & MAINT- STREET SWEEP	961	7,750	6,789
Other	7,821	13,307	5,486
Total Physical Environment	141,634	577,088	435,454
Capital outlay			
ROADS/BRIDGES	0	343,000	343,000
CULVERTS/STRUCTURES	0	0	0
CANALS/LAKES/OTHER DRAINAGE	0	0	0
Other	209	1,144	935
Total Capital outlay	209	344,144	343,935
Principal	0	0	0
Total Expenditures:	141,843	921,232	779,389
Excess (deficiency) of revenues over expenditures	473,452	(226,108)	699,560

Other financing sources (uses):

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 16
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Transfers out	(39,496)	(141,712)	102,216
Capital contributions from landowners	<u>0</u>	<u>0</u>	<u>0</u>
Total Other financing sources (uses):	<u>(39,496)</u>	<u>(141,712)</u>	<u>102,216</u>
Net change in fund balance	433,956	(367,820)	801,776
Fund balances, beginning of year	<u>1,111,560</u>	<u>0</u>	<u>1,111,560</u>
Total Fund balances, beginning of year	<u>1,111,560</u>	<u>0</u>	<u>1,111,560</u>
Fund balance, end of period	<u><u>1,545,516</u></u>	<u><u>(367,820)</u></u>	<u><u>1,913,336</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 18
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	1,283,367	1,485,387	(202,020)
Intergovernmental revenues	21,545	255,000	(233,455)
Investment income	741	0	741
Miscellaneous	750	0	750
Total Revenues:	1,306,403	1,740,387	(433,984)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	10,000	10,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	2,228	30,000	27,773
LEGAL - SPECIAL SERVICES	0	0	0
WATER QUALITY	4,051	340,899	336,848
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	1,092	9,364	8,272
MARSH MAINT-LITTORAL ZONE	51,350	338,914	287,564
CHEMICAL WEED CONTROL	26,590	159,190	132,600
TRASH DISPOSAL	273	1,900	1,627
LANDSCAPE MAINTENANCE	2,386	15,477	13,091
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	16,894	147,087	130,193
REPAIR & MAINT-PUMP STATN	2,167	20,000	17,833
REPAIR & MAINT-CANAL/LAKE	0	14,000	14,000
REPAIR & MAINT-BLDG	84	15,000	14,916
REPAIR & MAINT - GENERAL	0	8,000	8,000
REPAIR & MAINT-TELEMETRY	0	29,000	29,000
REPAIR & MAINT-ROADS	0	35,000	35,000
REPAIR & MAINT-CULVERTS	0	6,250	6,250
REPAIR & MAINT - GATE	4,200	5,000	800
Repairs & Maint - Catch Basins	(4,846)	30,000	34,846
R&M- Aerator refurbishments	0	25,000	25,000
R&M- GENERATORS	0	1,000	1,000
REPAIR & MAINT- STREET SWEEP	4,148	29,000	24,852
Other	42,235	198,007	155,772
Total Physical Environment	152,851	1,468,088	1,315,237
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	0	0	0
ROADS/BRIDGES	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	213	2,899	2,686
Total Capital outlay	213	2,899	2,686
Principal	0	0	0
Total Expenditures:	153,064	1,470,987	1,317,923

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 18
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Excess (deficiency) of revenues over expenditures	<u>1,153,339</u>	<u>269,400</u>	<u>883,939</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(64,004)	(335,749)	271,745
Capital contributions from landowners	<u>7,025</u>	<u>22,047</u>	<u>(15,022)</u>
Total Other financing sources (uses):	<u>(56,980)</u>	<u>(313,702)</u>	<u>256,722</u>
Net change in fund balance	1,096,359	(44,302)	1,140,661
Fund balances, beginning of year	<u>2,022,248</u>	<u>0</u>	<u>2,022,248</u>
Total Fund balances, beginning of year	<u>2,022,248</u>	<u>0</u>	<u>2,022,248</u>
Fund balance, end of period	<u><u>3,118,607</u></u>	<u><u>(44,302)</u></u>	<u><u>3,162,909</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 19
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	265,912	299,860	(33,948)
Intergovernmental revenues	0	0	0
Investment income	106	0	106
Miscellaneous	(303)	0	(303)
Total Revenues:	<u>265,715</u>	<u>299,860</u>	<u>(34,145)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	0	12,400	12,400
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	270	2,311	2,041
MARSH MAINT-LITTORAL ZONE	3,968	15,568	11,600
CHEMICAL WEED CONTROL	4,400	26,401	22,001
MOWING SERVICES	667	4,326	3,659
TRASH DISPOSAL	0	250	250
LANDSCAPE MAINTENANCE	87	567	480
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	12,000	12,000
REPAIR & MAINT-AERATORS	3,692	49,048	45,356
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	15,000	15,000
REPAIR & MAINT - GENERAL	14	2,000	1,986
REPAIR & MAINT-TELEMETRY	0	6,000	6,000
REPAIR & MAINT-CULVERTS	0	20,000	20,000
REPAIR & MAINT - GATE	4,000	5,200	1,200
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	0	6,250	6,250
Other	13,914	44,259	30,345
Total Physical Environment	<u>31,011</u>	<u>223,080</u>	<u>192,069</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	130	1,771	1,641
Total Capital outlay	<u>130</u>	<u>1,771</u>	<u>1,641</u>
Interest	0	0	0
Total Expenditures:	<u>31,141</u>	<u>224,851</u>	<u>193,710</u>
Excess (deficiency) of revenues over expenditures	<u>234,574</u>	<u>75,009</u>	<u>159,565</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(24,845)	(123,504)	98,659
Total Other financing sources (uses):	<u>(24,845)</u>	<u>(123,504)</u>	<u>98,659</u>
Net change in fund balance	<u>209,729</u>	<u>(48,495)</u>	<u>258,224</u>

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 19
 From 10/1/2020 Through 12/31/2020
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balances, beginning of year	285,853	0	285,853
Total Fund balances, beginning of year	285,853	0	285,853
Fund balance, end of period	495,582	(48,495)	544,077

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 19A
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	35,301	39,109	(3,808)
Investment income	148	0	148
Miscellaneous	0	0	0
Total Revenues:	<u>35,449</u>	<u>39,109</u>	<u>(3,660)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	13	114	101
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	1,880	10,000	8,120
REPAIR & MAINT-TELEMETRY	0	0	0
Other	353	388	35
Total Physical Environment	<u>2,246</u>	<u>12,002</u>	<u>9,756</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	14,985	0	(14,985)
MACHINERY & EQUIPMENT	0	15,000	15,000
Total Capital outlay	<u>14,985</u>	<u>15,000</u>	<u>15</u>
Total Expenditures:	<u>17,231</u>	<u>27,002</u>	<u>9,771</u>
Excess (deficiency) of revenues over expenditures	<u>18,218</u>	<u>12,107</u>	<u>6,111</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(2,493)	(12,107)	9,614
Total Other financing sources (uses):	<u>(2,493)</u>	<u>(12,107)</u>	<u>9,614</u>
Net change in fund balance	15,725	0	15,725
Fund balances, beginning of year	<u>459,676</u>	<u>0</u>	<u>459,676</u>
Total Fund balances, beginning of year	<u>459,676</u>	<u>0</u>	<u>459,676</u>
Fund balance, end of period	<u>475,401</u>	<u>0</u>	<u>475,401</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 20
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	63,625	70,651	(7,026)
Intergovernmental revenues	0	0	0
Investment income	101	0	101
Miscellaneous	175	0	175
Total Revenues:	<u>63,902</u>	<u>70,651</u>	<u>(6,749)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	150,500	150,500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
SPECIAL SERVICES	0	0	0
WATER QUALITY	230	1,620	1,390
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
AUDITORS SERVICES	71	609	538
CHEMICAL WEED CONTROL	968	6,281	5,313
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	2,500	10,000	7,500
REPAIR & MAINT - GENERAL	0	13,500	13,500
Repairs & Maint - Catch Basins	0	15,000	15,000
Other	553	616	63
Total Physical Environment	<u>4,322</u>	<u>198,876</u>	<u>194,554</u>
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	35	478	443
Total Capital outlay	<u>35</u>	<u>478</u>	<u>443</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>4,357</u>	<u>199,354</u>	<u>194,997</u>
Excess (deficiency) of revenues over expenditures	<u>59,544</u>	<u>(128,703)</u>	<u>188,247</u>
Other financing sources (uses):			
Transfers out	(3,454)	(17,412)	13,958
Capital contributions from landowners	0	0	0
Proceeds from sales/disposals of capital assets	0	0	0
Total Other financing sources (uses):	<u>(3,454)</u>	<u>(17,412)</u>	<u>13,958</u>
Net change in fund balance	<u>56,091</u>	<u>(146,115)</u>	<u>202,206</u>
Fund balances, beginning of year	<u>292,859</u>	<u>0</u>	<u>292,859</u>
Total Fund balances, beginning of year	<u>292,859</u>	<u>0</u>	<u>292,859</u>
Fund balance, end of period	<u>348,949</u>	<u>(146,115)</u>	<u>495,064</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 21
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	323,653	370,966	(47,313)
Intergovernmental revenues	0	0	0
Investment income	325	0	325
Miscellaneous	0	0	0
Total Revenues:	<u>323,978</u>	<u>370,966</u>	<u>(46,988)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
WATER QUALITY	0	7,545	7,545
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	336	2,877	2,541
MARSH MAINT-LITTORAL ZONE	0	50,000	50,000
CHEMICAL WEED CONTROL	0	25,000	25,000
LANDSCAPE MAINTENANCE	29	189	160
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	12,101	92,000	79,899
REPAIR & MAINT-AERATORS	2,501	39,880	37,379
REPAIR & MAINT-PUMP STATN	242	5,000	4,758
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	9,000	9,000
REPAIR & MAINT-BLDG	0	5,000	5,000
REPAIR & MAINT-WELLS	0	0	0
REPAIR & MAINT - GENERAL	0	4,000	4,000
REPAIR & MAINT-TELEMTRY	0	21,000	21,000
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	0	0
R&M- GENERATORS	0	1,000	1,000
Other	6,520	16,983	10,463
Total Physical Environment	<u>21,728</u>	<u>281,474</u>	<u>259,746</u>
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	60,670	0	(60,670)
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	64,104	0	(64,104)
Other	28	378	350
Total Capital outlay	<u>124,801</u>	<u>378</u>	<u>(124,423)</u>
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	<u>146,529</u>	<u>281,852</u>	<u>135,323</u>
Excess (deficiency) of revenues over expenditures	<u>177,448</u>	<u>89,114</u>	<u>88,334</u>
Other financing sources (uses):			
Transfers out	(40,848)	(189,114)	148,266

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 21
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Total Other financing sources (uses):	<u>(40,848)</u>	<u>(189,114)</u>	<u>148,266</u>
Net change in fund balance	136,601	(100,000)	236,601
Fund balances, beginning of year	<u>1,027,160</u>	<u>0</u>	<u>1,027,160</u>
Total Fund balances, beginning of year	<u>1,027,160</u>	<u>0</u>	<u>1,027,160</u>
Fund balance, end of period	<u>1,163,760</u>	<u>(100,000)</u>	<u>1,263,760</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 23
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	159,222	178,948	(19,726)
Intergovernmental revenues	0	0	0
Investment income	98	0	98
Miscellaneous	0	0	0
Total Revenues:	<u>159,320</u>	<u>178,948</u>	<u>(19,628)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	231	500	269
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	135	1,156	1,021
MARSH MAINT-LITTORAL ZONE	4,934	30,558	25,624
CHEMICAL WEED CONTROL	5,600	33,600	28,000
TRASH DISPOSAL	0	500	500
LANDSCAPE MAINTENANCE	49	315	266
SUPERVISORS EXPENSES	0	0	0
BIOLOGICAL WEED CONTROL	0	0	0
PRESERVE/EXOTIC MAINT	3,611	60,000	56,389
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT - GENERAL	500	3,500	3,000
REPAIR & MAINT-TELEMETRY	0	1,500	1,500
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	200	200
Other	1,572	2,000	428
Total Physical Environment	<u>16,632</u>	<u>139,829</u>	<u>123,197</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	65	882	817
Total Capital outlay	<u>65</u>	<u>882</u>	<u>817</u>
Total Expenditures:	<u>16,696</u>	<u>140,711</u>	<u>124,015</u>
Excess (deficiency) of revenues over expenditures	<u>142,624</u>	<u>38,237</u>	<u>104,387</u>
Other financing sources (uses):			
Transfers out	(14,235)	(73,617)	59,382
Total Other financing sources (uses):	<u>(14,235)</u>	<u>(73,617)</u>	<u>59,382</u>
Net change in fund balance	128,389	(35,380)	163,769
Fund balances, beginning of year	<u>279,902</u>	<u>0</u>	<u>279,902</u>
Total Fund balances, beginning of year	<u>279,902</u>	<u>0</u>	<u>279,902</u>
Fund balance, end of period	<u>408,290</u>	<u>(35,380)</u>	<u>443,670</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 24
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	179,890	200,052	(20,162)
Intergovernmental revenues	0	0	0
Investment income	294	0	294
Miscellaneous	0	0	0
Total Revenues:	<u>180,183</u>	<u>200,052</u>	<u>(19,869)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	158	1,356	1,198
MARSH MAINT-LITTORAL ZONE	5,901	30,558	24,657
CHEMICAL WEED CONTROL	5,683	34,100	28,417
MOWING SERVICES	2,287	14,832	12,545
TRASH DISPOSAL	0	500	500
LANDSCAPE MAINTENANCE	835	5,418	4,583
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	14,000	14,000
REPAIR & MAINT-AERATORS	64	7,054	6,990
REPAIR & MAINT-PUMP STATN	111	5,000	4,889
REPAIR & MAINT-VEHICLES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	8,000	8,000
REPAIR & MAINT-BLDG	0	10,000	10,000
REPAIR & MAINT-WELLS	0	1,000	1,000
REPAIR & MAINT - GENERAL	0	22,000	22,000
REPAIR & MAINT-TELEMETRY	3,995	10,500	6,505
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	2,500	2,500
REPAIR & MAINT - GATE	0	500	500
Repairs & Maint - Catch Basins	0	0	0
R&M- Aerator refurbishments	0	6,250	6,250
R&M- GENERATORS	0	1,000	1,000
Other	3,612	12,653	9,041
Total Physical Environment	<u>22,647</u>	<u>188,221</u>	<u>165,574</u>
Capital outlay			
BUILDINGS	0	0	0
IMPRVMNTS OTHER THAN BLDG	0	11,000	11,000
MACHINERY & EQUIPMENT	0	0	0
Other	40	544	504
Total Capital outlay	<u>40</u>	<u>11,544</u>	<u>11,504</u>
Principal	0	0	0
Total Expenditures:	<u>22,687</u>	<u>199,765</u>	<u>177,078</u>
Excess (deficiency) of revenues over expenditures	<u>157,497</u>	<u>287</u>	<u>157,210</u>

Other financing sources (uses):

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 24
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Transfers in	0	0	0
Transfers out	(19,396)	(88,510)	69,114
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(19,396)</u>	<u>(88,510)</u>	<u>69,114</u>
Net change in fund balance	138,101	(88,223)	226,324
Fund balances, beginning of year	888,866	0	888,866
Total Fund balances, beginning of year	<u>888,866</u>	<u>0</u>	<u>888,866</u>
Fund balance, end of period	<u><u>1,026,967</u></u>	<u><u>(88,223)</u></u>	<u><u>1,115,190</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 27B
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	103,974	117,582	(13,608)
Investment income	79	0	79
Total Investment income	79	0	79
Total Revenues:	<u>104,053</u>	<u>117,582</u>	<u>(13,529)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	215	215
AUDITORS SERVICES	139	1,195	1,056
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	4,934	15,568	10,634
CHEMICAL WEED CONTROL	801	4,805	4,004
TRASH DISPOSAL	0	250	250
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	40,000	40,000
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	1,000	1,000
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-ROADS	0	0	0
R & M PRESERVE STRUCTURES	0	0	0
Other	1,040	1,687	647
Total Physical Environment	<u>6,914</u>	<u>67,720</u>	<u>60,806</u>
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	50	675	625
Total Capital outlay	<u>50</u>	<u>675</u>	<u>625</u>
Total Expenditures:	<u>6,964</u>	<u>68,395</u>	<u>61,431</u>
Excess (deficiency) of revenues over expenditures	<u>97,089</u>	<u>49,187</u>	<u>47,902</u>
Other financing sources (uses):			
Transfers out	(9,455)	(49,187)	39,732
Total Other financing sources (uses):	<u>(9,455)</u>	<u>(49,187)</u>	<u>39,732</u>
Net change in fund balance	87,634	0	87,634
Fund balances, beginning of year	<u>227,729</u>	<u>0</u>	<u>227,729</u>
Total Fund balances, beginning of year	<u>227,729</u>	<u>0</u>	<u>227,729</u>
Fund balance, end of period	<u>315,363</u>	<u>0</u>	<u>315,363</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 29
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	34,213	37,169	(2,956)
Intergovernmental revenues	0	0	0
Investment income	66	0	66
Miscellaneous	0	0	0
Total Revenues:	<u>34,278</u>	<u>37,169</u>	<u>(2,891)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
LEGAL SERVICES	0	500	500
WATER QUALITY	231	250	19
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	33	280	247
MARSH MAINT-LITTORAL ZONE	100	5,075	4,975
CHEMICAL WEED CONTROL	1,620	9,720	8,100
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	11,000	11,000
UPLAND MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	500	500
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-CULVERTS	0	1,500	1,500
Other	342	367	25
Total Physical Environment	<u>2,326</u>	<u>29,692</u>	<u>27,366</u>
Capital outlay	12	164	152
Total Expenditures:	<u>2,338</u>	<u>29,856</u>	<u>27,518</u>
Excess (deficiency) of revenues over expenditures	<u>31,940</u>	<u>7,313</u>	<u>24,627</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(3,207)	(18,617)	15,410
Total Other financing sources (uses):	<u>(3,207)</u>	<u>(18,617)</u>	<u>15,410</u>
Net change in fund balance	28,733	(11,304)	40,037
Fund balances, beginning of year	196,640	0	196,640
Total Fund balances, beginning of year	<u>196,640</u>	<u>0</u>	<u>196,640</u>
Fund balance, end of period	<u>225,373</u>	<u>(11,304)</u>	<u>236,677</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 31
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	791,608	905,861	(114,253)
Intergovernmental revenues	0	0	0
Investment income	1,326	0	1,326
Miscellaneous	<u>(377)</u>	<u>0</u>	<u>(377)</u>
Total Revenues:	<u>792,557</u>	<u>905,861</u>	<u>(113,304)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	8,731	55,000	46,270
ENGINEERING-PERMITS	505	0	(505)
LEGAL SERVICES	2,228	10,000	7,773
WATER QUALITY	0	4,140	4,140
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	467	4,002	3,535
LANDSCAPE MAINTENANCE	68	441	373
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-AERATORS	16,335	208,192	191,857
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	7,500	7,500
REPAIR & MAINT-BLDG	0	15,000	15,000
REPAIR & MAINT - GENERAL	0	5,000	5,000
REPAIR & MAINT-TELEMETRY	0	2,000	2,000
REPAIR & MAINT-ROADS	0	25,000	25,000
REPAIR & MAINT-CULVERTS	0	6,250	6,250
REPAIR & MAINT - GATE	0	500	500
Repairs & Maint - Catch Basins	8,456	30,000	21,544
R&M- Aerator refurbishments	0	31,250	31,250
Other	<u>51,290</u>	<u>208,967</u>	<u>157,677</u>
Total Physical Environment	88,079	613,242	525,163
Capital outlay			
BUILDINGS	0	1,500,000	1,500,000
IMPRVMNTS OTHER THAN BLDG	0	0	0
ROADS/BRIDGES	13,718	82,000	68,282
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	<u>78</u>	<u>1,061</u>	<u>983</u>
Total Capital outlay	13,796	1,583,061	1,569,265
Principal	0	0	0
Interest	<u>0</u>	<u>0</u>	<u>0</u>
Total Expenditures:	<u>101,875</u>	<u>2,196,303</u>	<u>2,094,428</u>
Excess (deficiency) of revenues over expenditures	<u>690,682</u>	<u>(1,290,442)</u>	<u>1,981,124</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	<u>(39,390)</u>	<u>(209,558)</u>	<u>170,168</u>
Total Other financing sources (uses):	<u>(39,390)</u>	<u>(209,558)</u>	<u>170,168</u>
Net change in fund balance	651,293	(1,500,000)	2,151,293

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 31
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Fund balances, beginning of year	<u>3,902,820</u>	<u>0</u>	<u>3,902,820</u>
Total Fund balances, beginning of year	<u>3,902,820</u>	<u>0</u>	<u>3,902,820</u>
Fund balance, end of period	<u><u>4,554,113</u></u>	<u><u>(1,500,000)</u></u>	<u><u>6,054,113</u></u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 32
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	15,316	17,171	(1,855)
Intergovernmental revenues	0	0	0
Investment income	4	0	4
Miscellaneous	525	0	525
Total Revenues:	15,844	17,171	(1,327)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	0	0
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	11	95	84
CHEMICAL WEED CONTROL	272	1,630	1,358
MOWING SERVICES	333	2,163	1,830
SECURITY SERVICES	0	0	0
TRASH DISPOSAL	0	250	250
JANITORIAL	0	0	0
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	5,000	5,000
REPAIR & MAINT-OFF EQMT	0	0	0
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT - GATE	1,900	2,400	500
Repairs & Maint - Catch Basins	0	0	0
Other	153	170	17
Total Physical Environment	2,669	12,708	10,039
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
Other	5	70	65
Total Capital outlay	5	70	65
Total Expenditures:	2,675	12,778	10,103
Excess (deficiency) of revenues over expenditures	13,170	4,393	8,777
Other financing sources (uses):			
Transfers out	(2,278)	(5,810)	3,532
Total Other financing sources (uses):	(2,278)	(5,810)	3,532
Net change in fund balance	10,892	(1,417)	12,309
Fund balances, beginning of year	8,397	0	8,397
Total Fund balances, beginning of year	8,397	0	8,397
Fund balance, end of period	19,289	(1,417)	20,706

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 32A
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	3,947	4,985	(1,038)
Investment income	11	0	11
Total Investment income	11	0	11
Total Revenues:	3,959	4,985	(1,026)
Expenditures:			
Physical Environment			
WATER QUALITY	231	250	19
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	6	52	46
MOWING SERVICES	333	2,163	1,830
SECURITY SERVICES	0	0	0
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-CULVERTS	0	0	0
Other	39	49	10
Total Physical Environment	610	2,514	1,904
Principal	0	0	0
Interest	0	0	0
Total Expenditures:	610	2,514	1,904
Excess (deficiency) of revenues over expenditures	3,348	2,471	877
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	0	(723)	723
Total Other financing sources (uses):	0	(723)	723
Net change in fund balance	3,348	1,748	1,600
Fund balances, beginning of year	34,364	0	34,364
Total Fund balances, beginning of year	34,364	0	34,364
Fund balance, end of period	37,712	1,748	35,964

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 33
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	12,382	13,513	(1,131)
Intergovernmental revenues	0	0	0
Investment income	23	0	23
Miscellaneous	0	0	0
Total Revenues:	<u>12,404</u>	<u>13,513</u>	<u>(1,109)</u>
Expenditures:			
Physical Environment			
LEGAL SERVICES	0	0	0
WATER QUALITY	231	0	(231)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	13	110	97
CHEMICAL WEED CONTROL	305	1,832	1,527
MOWING SERVICES	0	0	0
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	4,000	4,000
UPLAND MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	500	500
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	500	500
REPAIR & MAINT-CULVERTS	0	0	0
Other	124	135	11
Total Physical Environment	<u>673</u>	<u>7,077</u>	<u>6,404</u>
Capital outlay	7	98	91
Total Expenditures:	<u>680</u>	<u>7,175</u>	<u>6,495</u>
Excess (deficiency) of revenues over expenditures	<u>11,724</u>	<u>6,338</u>	<u>5,386</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(1,742)	(8,346)	6,604
Total Other financing sources (uses):	<u>(1,742)</u>	<u>(8,346)</u>	<u>6,604</u>
Net change in fund balance	9,982	(2,008)	11,990
Fund balances, beginning of year	67,981	0	67,981
Total Fund balances, beginning of year	<u>67,981</u>	<u>0</u>	<u>67,981</u>
Fund balance, end of period	<u>77,963</u>	<u>(2,008)</u>	<u>79,971</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 34
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	115,792	147,328	(31,536)
Intergovernmental revenues	0	0	0
Investment income	82	0	82
Miscellaneous	0	0	0
Total Revenues:	<u>115,874</u>	<u>147,328</u>	<u>(31,454)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	1,545	18,544	16,999
AUDITORS SERVICES	153	1,311	1,158
LANDSCAPE MAINTENANCE	1,965	12,747	10,782
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	250	11,717	11,467
REPAIR & MAINT-TELEMTRY	0	0	0
REPAIR & MAINT-ROADS	3,654	37,000	33,346
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	10,000	10,000
REPAIR & MAINT - IRRIGATION	0	0	0
Repairs & Maint - Catch Basins	0	7,000	7,000
Other	1,818	5,662	3,844
Total Physical Environment	<u>9,386</u>	<u>109,481</u>	<u>100,095</u>
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	8	116	108
Total Capital outlay	<u>8</u>	<u>116</u>	<u>108</u>
Principal	0	21,668	21,668
Interest	0	7,800	7,800
Total Expenditures:	<u>9,394</u>	<u>139,065</u>	<u>129,671</u>
Excess (deficiency) of revenues over expenditures	<u>106,479</u>	<u>8,263</u>	<u>98,216</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(12,888)	(46,526)	33,638
Total Other financing sources (uses):	<u>(12,888)</u>	<u>(46,526)</u>	<u>33,638</u>
Net change in fund balance	93,591	(38,263)	131,854
Fund balances, beginning of year	<u>237,362</u>	<u>0</u>	<u>237,362</u>
Total Fund balances, beginning of year	<u>237,362</u>	<u>0</u>	<u>237,362</u>
Fund balance, end of period	<u>330,953</u>	<u>(38,263)</u>	<u>369,216</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 38
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	62,170	73,605	(11,435)
Investment income	66	0	66
Total Investment income	66	0	66
Total Revenues:	<u>62,237</u>	<u>73,605</u>	<u>(11,368)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	25	217	192
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	1,000	1,000
REPAIR & MAINT-TELEMTRY	0	0	0
REPAIR & MAINT-ROADS	0	20,000	20,000
REPAIR & MAINT-CULVERTS	0	2,500	2,500
Repairs & Maint - Catch Basins	0	10,000	10,000
Other	622	729	107
Total Physical Environment	<u>647</u>	<u>39,946</u>	<u>39,299</u>
Capital outlay			
ROADS/BRIDGES	0	0	0
Other	9	123	114
Total Capital outlay	<u>9</u>	<u>123</u>	<u>114</u>
Total Expenditures:	<u>656</u>	<u>40,069</u>	<u>39,413</u>
Excess (deficiency) of revenues over expenditures	<u>61,581</u>	<u>33,536</u>	<u>28,045</u>
Other financing sources (uses):			
Transfers out	(6,094)	(26,236)	20,142
Total Other financing sources (uses):	<u>(6,094)</u>	<u>(26,236)</u>	<u>20,142</u>
Net change in fund balance	55,487	7,300	48,187
Fund balances, beginning of year	191,950	0	191,950
Total Fund balances, beginning of year	<u>191,950</u>	<u>0</u>	<u>191,950</u>
Fund balance, end of period	<u>247,437</u>	<u>7,300</u>	<u>240,137</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 41
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	3,513	4,129	(616)
Investment income	14	0	14
Miscellaneous	0	0	0
Total Revenues:	3,527	4,129	(602)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	0	0
LEGAL SERVICES	0	0	0
WATER QUALITY	231	0	(231)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	5	47	42
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-CULVERTS	0	1,000	1,000
Other	35	42	7
Total Physical Environment	272	1,089	817
Capital outlay			
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	4	48	44
Total Capital outlay	4	48	44
Total Expenditures:	275	1,137	862
Excess (deficiency) of revenues over expenditures	3,252	2,992	260
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(346)	(4,162)	3,816
Total Other financing sources (uses):	(346)	(4,162)	3,816
Net change in fund balance	2,905	(1,170)	4,075
Fund balances, beginning of year	42,993	0	42,993
Total Fund balances, beginning of year	42,993	0	42,993
Fund balance, end of period	45,898	(1,170)	47,068

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 43
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	723,643	794,569	(70,926)
Intergovernmental revenues	0	0	0
Investment income	341	0	341
Miscellaneous	(810)	0	(810)
Total Revenues:	<u>723,174</u>	<u>794,569</u>	<u>(71,395)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
LEGAL - SPECIAL SERVICES	0	0	0
FINANCIAL CONS./ADVISOR	0	215	215
AUDITORS SERVICES	639	5,481	4,842
MONITORING REPORT	0	0	0
CHEMICAL WEED CONTROL	19,352	125,525	106,173
MOWING SERVICES	1,742	11,298	9,556
TRASH DISPOSAL	0	1,000	1,000
LANDSCAPE MAINTENANCE	626	4,058	3,432
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	19,673	245,000	225,327
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-PUMP STATN	220	15,000	14,780
REPAIR & MAINT-CANAL/LAKE	0	15,000	15,000
REPAIR & MAINT-BLDG	0	10,000	10,000
REPAIR & MAINT - GENERAL	0	7,000	7,000
REPAIR & MAINT-TELEMETRY	286	18,000	17,714
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	1,000	1,000
REPAIR & MAINT - IRRIGATION	0	0	0
R&M- GENERATORS	0	1,000	1,000
R & M PRESERVE STRUCTURES	0	250,000	250,000
Other	15,917	50,902	34,985
Total Physical Environment	<u>58,454</u>	<u>775,979</u>	<u>717,525</u>
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	70	955	885
Total Capital outlay	<u>70</u>	<u>955</u>	<u>885</u>
Total Expenditures:	<u>58,524</u>	<u>776,934</u>	<u>718,410</u>
Excess (deficiency) of revenues over expenditures	<u>664,650</u>	<u>17,635</u>	<u>647,015</u>
Other financing sources (uses):			
Transfers out	(51,323)	(257,635)	206,312
Total Other financing sources (uses):	<u>(51,323)</u>	<u>(257,635)</u>	<u>206,312</u>
Net change in fund balance	<u>613,326</u>	<u>(240,000)</u>	<u>853,326</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 43
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balances, beginning of year	912,347	0	912,347
Total Fund balances, beginning of year	912,347	0	912,347
Fund balance, end of period	1,525,673	(240,000)	1,765,673

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 44
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	25,858	49,327	(23,469)
Intergovernmental revenues	0	0	0
Investment income	171	0	171
Miscellaneous	402	0	402
Total Revenues:	<u>26,431</u>	<u>49,327</u>	<u>(22,896)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	215	215
AUDITORS SERVICES	152	1,300	1,148
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT-ROADS	0	0	0
REPAIR & MAINT-CULVERTS	0	4,000	4,000
Other	259	1,538	1,279
Total Physical Environment	<u>410</u>	<u>8,053</u>	<u>7,643</u>
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	18	246	228
Total Capital outlay	<u>18</u>	<u>246</u>	<u>228</u>
Total Expenditures:	<u>428</u>	<u>8,299</u>	<u>7,871</u>
Excess (deficiency) of revenues over expenditures	<u>26,002</u>	<u>41,028</u>	<u>(15,026)</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	(6,288)	(42,835)	36,547
Capital contributions from landowners	0	0	0
Proceeds from sales/disposals of capital assets	0	0	0
Total Other financing sources (uses):	<u>(6,288)</u>	<u>(42,835)</u>	<u>36,547</u>
Net change in fund balance	19,715	(1,807)	21,522
Fund balances, beginning of year	524,446	0	524,446
Total Fund balances, beginning of year	<u>524,446</u>	<u>0</u>	<u>524,446</u>
Fund balance, end of period	<u>544,161</u>	<u>(1,807)</u>	<u>545,968</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 45
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	223,162	248,875	(25,713)
Intergovernmental revenues	0	0	0
Investment income	115	0	115
Total Investment income	115	0	115
Total Revenues:	223,277	248,875	(25,598)
Expenditures:			
Physical Environment			
ENGINEERING FEES	315	13,000	12,685
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	1,000	1,000
WATER QUALITY	231	650	419
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	153	1,312	1,159
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	1,067	5,075	4,008
CHEMICAL WEED CONTROL	1,183	7,096	5,913
MOWING SERVICES	0	0	0
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	45,000	45,000
PARK MAINTENANCE	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	3,000	3,000
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT-ROADS	124,206	106,500	(17,706)
REPAIR & MAINT-CULVERTS	0	4,000	4,000
Repairs & Maint - Catch Basins	0	10,000	10,000
R & M PRESERVE STRUCTURES	0	0	0
REPAIR & MAINT- STREET SWEEP	2,109	16,500	14,391
Other	2,232	2,462	230
Total Physical Environment	131,495	217,595	86,100
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	30	404	374
Total Capital outlay	30	404	374
Debt issuance costs	0	0	0
Total Expenditures:	131,525	217,999	86,474
Excess (deficiency) of revenues over expenditures	91,752	30,876	60,876
Other financing sources (uses):			
Transfers out	(18,388)	(69,691)	51,304
Total Other financing sources (uses):	(18,388)	(69,691)	51,304
Net change in fund balance	73,365	(38,815)	112,180
Fund balances, beginning of year	339,555	0	339,555

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 45
 From 10/1/2020 Through 12/31/2020
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Total Fund balances, beginning of year	339,555	0	339,555
Fund balance, end of period	412,920	(38,815)	451,735

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 46
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	31,665	36,538	(4,873)
Investment income	78	0	78
Miscellaneous	(50)	0	(50)
Total Revenues:	<u>31,693</u>	<u>36,538</u>	<u>(4,845)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	430	430
AUDITORS SERVICES	138	1,184	1,046
SUPERVISORS EXPENSES	0	0	0
REPAIR & MAINT - GENERAL	0	2,000	2,000
REPAIR & MAINT-ROADS	0	5,000	5,000
Other	317	2,413	2,096
Total Physical Environment	<u>455</u>	<u>16,527</u>	<u>16,072</u>
Capital outlay			
ROADS/BRIDGES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	76	1,031	955
Total Capital outlay	<u>76</u>	<u>1,031</u>	<u>955</u>
Total Expenditures:	<u>530</u>	<u>17,558</u>	<u>17,028</u>
Excess (deficiency) of revenues over expenditures	<u>31,163</u>	<u>18,980</u>	<u>12,183</u>
Other financing sources (uses):			
Transfers out	(4,291)	(18,980)	14,689
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(4,291)</u>	<u>(18,980)</u>	<u>14,689</u>
Net change in fund balance	26,872	0	26,872
Fund balances, beginning of year	<u>233,896</u>	<u>0</u>	<u>233,896</u>
Total Fund balances, beginning of year	<u>233,896</u>	<u>0</u>	<u>233,896</u>
Fund balance, end of period	<u>260,768</u>	<u>0</u>	<u>260,768</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 47
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Non-ad valorem assessments	36,441	39,767	(3,326)
Intergovernmental revenues	0	0	0
Investment income	128	0	128
Miscellaneous	0	0	0
Total Revenues:	36,569	39,767	(3,198)
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	1,000	1,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
WATER QUALITY	231	0	(231)
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	36	306	270
MARSH MAINT-LITTORAL ZONE	0	0	0
LANDSCAPE MAINTENANCE	117	756	639
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	0	0	0
REPAIR & MAINT-PUMP STATN	0	0	0
REPAIR & MAINT-CANAL/LAKE	0	2,500	2,500
REPAIR & MAINT - GENERAL	0	4,000	4,000
REPAIR & MAINT-TELEMETRY	0	3,000	3,000
REPAIR & MAINT-ROADS	0	3,000	3,000
REPAIR & MAINT-CULVERTS	0	0	0
REPAIR & MAINT - GATE	0	500	500
Repairs & Maint - Catch Basins	0	15,000	15,000
REPAIR & MAINT- STREET SWEEP	0	3,000	3,000
Other	1,084	996	(88)
Total Physical Environment	1,467	34,558	33,091
Capital outlay			
IMPRVMNTS OTHER THAN BLDG	0	0	0
CULVERTS/STRUCTURES	0	0	0
MACHINERY & EQUIPMENT	0	0	0
Other	44	601	557
Total Capital outlay	44	601	557
Total Expenditures:	1,512	35,159	33,648
Excess (deficiency) of revenues over expenditures	35,058	4,608	30,450
Other financing sources (uses):			
Transfers out	(4,543)	(24,193)	19,650
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	(4,543)	(24,193)	19,650
Net change in fund balance	30,515	(19,585)	50,100
Fund balances, beginning of year	388,304	0	388,304
Total Fund balances, beginning of year	388,304	0	388,304

Northern Palm Beach County Improvement District
 Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
 Unit 47
 From 10/1/2020 Through 12/31/2020
 (In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Fund balance, end of period	418,819	(19,585)	438,404

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 49
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	59,203	67,521	(8,318)
Investment income	64	0	64
Miscellaneous	1,089	0	1,089
Total Revenues:	<u>60,355</u>	<u>67,521</u>	<u>(7,166)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	500	500
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
FINANCIAL CONS./ADVISOR	0	0	0
AUDITORS SERVICES	51	433	382
MONITORING REPORT	0	0	0
MARSH MAINT-LITTORAL ZONE	0	0	0
CHEMICAL WEED CONTROL	1,054	6,322	5,268
MOWING SERVICES	381	2,472	2,091
TRASH DISPOSAL	350	500	150
LANDSCAPE MAINTENANCE	0	0	0
SUPERVISORS EXPENSES	0	0	0
PRESERVE/EXOTIC MAINT	3,038	25,000	21,962
REPAIR & MAINT-CANAL/LAKE	0	2,000	2,000
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	0	500	500
Other	592	668	76
Total Physical Environment	<u>5,466</u>	<u>38,895</u>	<u>33,429</u>
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	7	96	89
Total Capital outlay	<u>7</u>	<u>96</u>	<u>89</u>
Total Expenditures:	<u>5,473</u>	<u>38,991</u>	<u>33,518</u>
Excess (deficiency) of revenues over expenditures	<u>54,883</u>	<u>28,530</u>	<u>26,353</u>
Other financing sources (uses):			
Transfers out	(5,677)	(30,830)	25,153
Total Other financing sources (uses):	<u>(5,677)</u>	<u>(30,830)</u>	<u>25,153</u>
Net change in fund balance	49,206	(2,300)	51,506
Fund balances, beginning of year	<u>189,515</u>	<u>0</u>	<u>189,515</u>
Total Fund balances, beginning of year	<u>189,515</u>	<u>0</u>	<u>189,515</u>
Fund balance, end of period	<u>238,721</u>	<u>(2,300)</u>	<u>241,021</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 51
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	23,988	32,226	(8,238)
Investment income	13	0	13
Miscellaneous	0	0	0
Total Revenues:	<u>24,002</u>	<u>32,226</u>	<u>(8,224)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	8,000	8,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	500	500
AUDITORS SERVICES	17	142	125
MARSH MAINT-LITTORAL ZONE	0	0	0
REPAIR & MAINT - GENERAL	0	0	0
REPAIR & MAINT-ROADS	0	10,000	10,000
Other	240	318	78
Total Physical Environment	<u>256</u>	<u>18,960</u>	<u>18,704</u>
Capital outlay			
MACHINERY & EQUIPMENT	0	0	0
Other	7	97	90
Total Capital outlay	<u>7</u>	<u>97</u>	<u>90</u>
Total Expenditures:	<u>264</u>	<u>19,057</u>	<u>18,793</u>
Excess (deficiency) of revenues over expenditures	<u>23,738</u>	<u>13,169</u>	<u>10,569</u>
Other financing sources (uses):			
Transfers out	(1,532)	(11,334)	9,802
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(1,532)</u>	<u>(11,334)</u>	<u>9,802</u>
Net change in fund balance	22,206	1,835	20,371
Fund balances, beginning of year	<u>36,066</u>	<u>0</u>	<u>36,066</u>
Total Fund balances, beginning of year	<u>36,066</u>	<u>0</u>	<u>36,066</u>
Fund balance, end of period	<u>58,272</u>	<u>1,835</u>	<u>56,437</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Unit 53
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Non-ad valorem assessments	14,179	56,934	(42,755)
Investment income	52	0	52
Miscellaneous	41,819	0	41,819
Total Revenues:	<u>56,051</u>	<u>56,934</u>	<u>(883)</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	0	5,000	5,000
ENGINEERING-PERMITS	0	0	0
LEGAL SERVICES	0	0	0
FINANCIAL CONS./ADVISOR	0	430	430
AUDITORS SERVICES	143	1,227	1,084
TRASH DISPOSAL	0	1,000	1,000
REPAIR & MAINT - GENERAL	0	10,000	10,000
REPAIR & MAINT-TELEMTRY	117	3,468	3,351
REPAIR & MAINT-ROADS	0	10,000	10,000
REPAIR & MAINT-CULVERTS	0	0	0
Other	1,352	2,639	1,287
Total Physical Environment	<u>1,612</u>	<u>33,764</u>	<u>32,152</u>
Capital outlay	104	1,420	1,316
Total Expenditures:	<u>1,716</u>	<u>35,184</u>	<u>33,468</u>
Excess (deficiency) of revenues over expenditures	<u>54,335</u>	<u>21,750</u>	<u>32,585</u>
Other financing sources (uses):			
Transfers out	(3,898)	(21,750)	17,852
Capital contributions from landowners	0	0	0
Total Other financing sources (uses):	<u>(3,898)</u>	<u>(21,750)</u>	<u>17,852</u>
Net change in fund balance	50,437	0	50,437
Fund balances, beginning of year	127,960	0	127,960
Total Fund balances, beginning of year	<u>127,960</u>	<u>0</u>	<u>127,960</u>
Fund balance, end of period	<u>178,397</u>	<u>0</u>	<u>178,397</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
Common area fund
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	Current Year Actual	Total Budget - Original	Total Budget Variance - Original
Revenues:			
Intergovernmental revenues	0	0	0
Investment income	18	0	18
Total Investment income	18	0	18
Total Revenues:	18	0	18
Expenditures:			
Physical Environment			
LEGAL SERVICES	0	0	0
AUDITORS SERVICES	59	503	444
MARSH MAINT-LITTORAL ZONE	0	0	0
TRASH DISPOSAL	6,204	13,300	7,096
LANDSCAPE MAINTENANCE	3,293	21,357	18,064
PRESERVE/EXOTIC MAINT	0	0	0
COMMON AREA MAINTENANCE	0	0	0
REPAIR & MAINT-AERATORS	0	0	0
REPAIR & MAINT-BLDG	0	0	0
REPAIR & MAINT - GENERAL	1,735	19,800	18,066
REPAIR & MAINT-TELEMETRY	0	0	0
REPAIR & MAINT - IRRIGATION	0	0	0
REPAIR & MAINT- STREET SWEEP	0	4,200	4,200
Other	9,837	19,921	10,084
Total Physical Environment	21,127	79,081	57,954
Capital outlay	0	0	0
Total Expenditures:	21,127	79,081	57,954
Excess (deficiency) of revenues over expenditures	(21,109)	(79,081)	57,972
Other financing sources (uses):			
Transfers out	(317)	(2,453)	2,137
Capital contributions from landowners			
CONTRIBUTIONS GOVERNMENTS	8,361	36,817	(28,456)
Other	0	44,717	(44,717)
Total Capital contributions from landowners	8,361	81,534	(73,173)
Total Other financing sources (uses):	8,044	79,081	(71,037)
Net change in fund balance	(13,065)	0	(13,065)
Fund balances, beginning of year	66,647	0	66,647
Total Fund balances, beginning of year	66,647	0	66,647
Fund balance, end of period	53,582	0	53,582

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Budget vs Actual-Special Revenue Funds(Cash basis)
NPDES funds
From 10/1/2020 Through 12/31/2020
(In Whole Numbers)

	<u>Current Year Actual</u>	<u>Total Budget - Original</u>	<u>Total Budget Variance - Original</u>
Revenues:			
Investment income	176	0	176
Miscellaneous	<u>385,908</u>	<u>0</u>	<u>385,908</u>
Total Revenues:	<u>386,083</u>	<u>0</u>	<u>386,083</u>
Expenditures:			
Physical Environment			
ENGINEERING FEES	44,291	0	(44,291)
LEGAL SERVICES	2,365	0	(2,365)
FINANCIAL CONS./ADVISOR	0	0	0
OTHER PROFESSIONAL SVCS	0	0	0
Other	<u>44,563</u>	<u>0</u>	<u>(44,563)</u>
Total Physical Environment	<u>91,219</u>	<u>0</u>	<u>(91,219)</u>
Total Expenditures:	<u>91,219</u>	<u>0</u>	<u>(91,219)</u>
Excess (deficiency) of revenues over expenditures	<u>294,865</u>	<u>0</u>	<u>294,865</u>
Other financing sources (uses):			
Transfers in	0	0	0
Transfers out	<u>(293)</u>	<u>0</u>	<u>(293)</u>
Total Other financing sources (uses):	<u>(293)</u>	<u>0</u>	<u>(293)</u>
Net change in fund balance	294,572	0	294,572
Fund balances, beginning of year	<u>284,618</u>	<u>0</u>	<u>284,618</u>
Total Fund balances, beginning of year	<u>284,618</u>	<u>0</u>	<u>284,618</u>
Fund balance, end of period	<u>579,189</u>	<u>0</u>	<u>579,189</u>

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2020 Through 12/31/2020

(In Whole Numbers)

	Unit 2A	Unit 2C	Unit 3A	Unit 5B
Revenues:				
Non-ad valorem assessments	340,464	5,144,338	360,842	331,933
Intergovernmental revenues	-	-	-	-
Investment income	57	(16,770)	50	39
Miscellaneous	-	-	-	-
Total Revenues:	340,521	5,127,568	360,892	331,972
Expenditures:				
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	-
Advance Refunding escrow agent	-	-	-	-
Other	3,405	51,443	3,608	3,319
Total Expenditures:	3,405	51,443	3,608	3,319
Excess (deficiency) of revenues over expenditures	337,116	5,076,125	357,284	328,652
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Refunding debt Issued	-	-	-	-
(Discount)/Premuim on refunded debt	-	-	-	-
Special assessment bond proceeds	-	-	-	-
Payment to refunded bonds escrow agent	-	-	-	-
Payment to Refunded Debt	-	-	-	-
Total Payment to refunded bonds escrow agent	-	-	-	-
Total Other financing sources (uses):	-	-	-	-
Net change in fund balance	337,116	5,076,125	357,284	328,652
Fund balances, beginning of year	96,653	7,939,824	74,911	29,017
Fund balance, end of period	433,769	13,015,948	432,194	357,669

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2020 Through 12/31/2020

(In Whole Numbers)

	Unit 9A	Unit 9B	Unit 16	Unit 19
Revenues:				
Non-ad valorem assessments	2,352,484	1,090,310	571,050	276,139
Intergovernmental revenues	-	-	-	-
Investment income	306	175	108	25
Miscellaneous	-	-	-	-
Total Revenues:	2,352,789	1,090,485	571,158	276,163
Expenditures:				
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	-
Advance Refunding escrow agent	-	-	-	-
Other	23,565	10,903	5,711	2,761
Total Expenditures:	23,565	10,903	5,711	2,761
Excess (deficiency) of revenues over expenditures	2,329,224	1,079,582	565,447	273,402
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Refunding debt Issued	-	-	-	-
(Discount)/Premuim on refunded debt	-	-	-	-
Special assessment bond proceeds	-	-	-	-
Payment to refunded bonds escrow agent	-	-	-	-
Payment to Refunded Debt	-	-	-	-
Total Payment to refunded bonds escrow agent	-	-	-	-
Total Other financing sources (uses):	-	-	-	-
Net change in fund balance	2,329,224	1,079,582	565,447	273,402
Fund balances, beginning of year	904,265	914,635	894,992	16,519
Fund balance, end of period	3,233,489	1,994,217	1,460,439	289,921

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2020 Through 12/31/2020

(In Whole Numbers)

	Unit 27B	Unit 43	Unit 44	Unit 45
Revenues:				
Non-ad valorem assessments	239,336	1,106,853	303,224	239,724
Intergovernmental revenues	-	-	-	-
Investment income	48	183	88	38
Miscellaneous	-	-	-	-
Total Revenues:	239,383	1,107,036	303,312	239,763
Expenditures:				
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	-
Advance Refunding escrow agent	-	-	-	-
Other	2,393	11,109	3,032	2,437
Total Expenditures:	2,393	11,109	3,032	2,437
Excess (deficiency) of revenues over expenditures	236,990	1,095,927	300,280	237,325
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Refunding debt Issued	-	-	-	-
(Discount)/Premuim on refunded debt	-	-	-	-
Special assessment bond proceeds	-	-	-	-
Payment to refunded bonds escrow agent	-	-	-	-
Payment to Refunded Debt	-	-	-	-
Total Payment to refunded bonds escrow agent	-	-	-	-
Total Other financing sources (uses):	-	-	-	-
Net change in fund balance	236,990	1,095,927	300,280	237,325
Fund balances, beginning of year	365,040	527,717	663,044	95,944
Fund balance, end of period	602,030	1,623,645	963,324	333,269

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Debt Service Funds (Cash basis)
From 10/1/2020 Through 12/31/2020

(In Whole Numbers)

	Unit 46	Unit 53
Revenues:		
Non-ad valorem assessments	663,488	619,121
Intergovernmental revenues	-	-
Investment income	189	493
Miscellaneous	-	-
Total Revenues:	663,677	619,614
Expenditures:		
Principal	-	-
Interest	-	-
Debt issuance costs	-	-
Advance Refunding escrow agent	-	-
Other	6,635	6,191
Total Expenditures:	6,635	6,191
Excess (deficiency) of revenues over expenditures	657,042	613,422
Other financing sources (uses):		
Transfers in	-	-
Transfers out	-	-
Refunding debt Issued	-	-
(Discount)/Premium on refunded debt	-	-
Special assessment bond proceeds	-	-
Payment to refunded bonds escrow agent	-	-
Payment to Refunded Debt	-	-
Total Payment to refunded bonds escrow agent	-	-
Total Other financing sources (uses):	-	-
Net change in fund balance	657,042	613,422
Fund balances, beginning of year	926,100	3,708,252
Fund balance, end of period	1,583,142	4,321,674

Northern Palm Beach County Improvement District
Statement of Revenues and Expenditures - Combining Capital Project Funds (Cash basis)
From 10/1/2020 Through 12/31/2020

(In Whole Numbers)

	Unit 2C	Unit 16	Unit 25	Unit 53
Revenues:				
Intergovernmental revenues	112,989.00	-	-	-
Investment income	964.00	166.00	7.00	64.00
Miscellaneous	-	-	164.00	-
Total Revenues:	113,953.00	166.00	170.00	64.00
Expenditures:				
Capital outlay	(61,476.00)	142.00	-	49,587.00
Principal	-	-	-	-
Interest	-	-	-	-
Debt issuance costs	-	-	-	-
Total Expenditures:	(61,476.00)	142.00	-	49,587.00
Excess (deficiency) of revenues over expenditures	175,428.00	24.00	170.00	(49,523.00)
Other financing sources (uses):				
Transfers in	-	-	-	-
Transfers out	(7,991.00)	-	-	(6,007.00)
Capital contributions from landowners	1,652.00	-	-	-
Repayment to landowners	-	-	-	-
Promissory notes issued	-	-	-	-
Special assessment bond proceeds	-	-	-	-
Discount on special assessment bonds issued	-	-	-	-
Premium on special assessment bonds issued	-	-	-	-
Total Other financing sources (uses):	(6,339.00)	-	-	(6,007.00)
Net change in fund balance	169,089.00	24.00	170.00	(55,531.00)
Fund balances, beginning of year	5,952,844.00	816,761.00	20,845.00	2,361,921.00
Fund balance, end of period	6,121,934.00	816,785.00	20,852.00	2,306,391.00

PROOF OF PUBLICATION

STATE OF FLORIDA

PUBLIC NOTICE

Before the undersigned authority, personally appeared Teal Pontarelli, who on oath, says that he/she is a Legal Advertising Representative of The Palm Beach Post, a daily and Sunday newspaper, published in West Palm Beach and distributed in Palm Beach County, Martin County, and St. Lucie County, Florida; that the attached copy of advertising for a Legal - PublicNotice was published in said newspaper on: first date of Publication 09/27/2020 and last date of Publication 09/27/2020. Affiant further says that the said The Palm Beach Post is a newspaper published in West Palm Beach, in said Palm Beach County, Florida and that the said newspaper has heretofore been continuously published in said Palm Beach County, Florida, daily and Sunday and has been entered as second class mail matter at the post office in West Palm Beach, in said Palm Beach County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in said newspaper.

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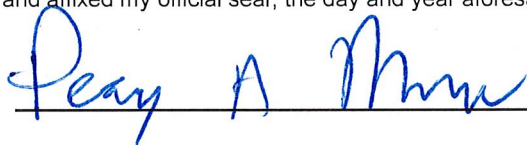
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Balance Due:	\$213.28

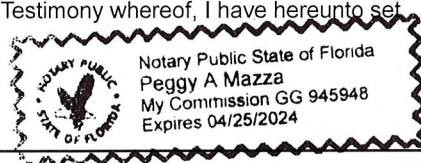
Signed


(Legal Advertising Agent)

Sworn or affirmed to, and subscribed before me, this 28th day of September, 2020 in Testimony whereof, I have hereunto set my hand and affixed my official seal, the day and year aforesaid.

Signed


(Notary)



Please see Ad on following page(s).

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**NOTICE OF
ANNUAL MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that in satisfaction of the requirements of Chapter 189.015 (1), Florida Statutes, the following is a list of regular meetings of the Board of Supervisors of Northern Palm Beach County Improvement District, as well as possible additional Board of Supervisors or Committee meetings that may be held between Oct. 1, 2020 and Sept. 30, 2021. All such meetings will begin at 8:00 a.m. and, unless held by means of a virtual electronic medium, will be held in the Administrative Building and Emergency Operations Center, 359 Hiatt Drive, Palm Beach Gardens, Florida 33418.

Regular Board of Supervisors meetings will be held on 10/28/2020, 11/18/2020, 12/16/2020, 01/27/2021, 02/24/2021, 03/24/2021, 04/28/2021, 05/26/2021, 06/23/2021, 07/28/2021, 08/25/2021 and 09/22/2021.

Possible Board of Supervisors or Committee meetings may also be held, on an as-needed basis, on the following dates: 01/13/2021, 02/10/2021, 03/10/2021, 04/14/2021, 05/12/2021, 06/09/2021, 07/14/2021 and 08/11/2021.

The purpose of these meetings is to transact any and all business to come before the Board of Supervisors or members of a Committee, as the case may be.

If a person decides to appeal a decision of the Board of Supervisors with respect to any matter considered at the meeting herein referenced, he or she may need to ensure that a verbatim record of the proceeding is made, which record includes the testimony and evidence upon which the appeal is based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in these proceedings should contact Northern's offices by calling (561) 624-7830 at least 48 hours prior to the dates of the meetings.

BOARD OF SUPERVISORS
NORTHERN PALM BEACH COUNTY
IMPROVEMENT DISTRICT
Matthew J. Boykin, President
9-27/2020

0000596649-01