

BOARD OF COUNTY COMMISSIONERS ZONING MEETING Thursday, October 22, 2026

TITLE: Interlocal Agreement (ILA) with Village of Wellington and Public Benefit Agreement (PBA) with KH Artistry Lakes LLC - Artistry Lakes.

SUMMARY On March 10, 2026, the Village adopted an ordinance annexing approximately 446.14 acres of land, known as Artistry Lakes. The County objected to the annexation because the annexation area does not meet the requirements of Section 171.043, Florida Statutes. On March 26, 2026, the County passed a resolution beginning the Conflict Resolution Procedures as set forth in Chapter 164. F.S. On February 10, 2026, after discussions with the County, the Village initiated the Interlocal Service Boundary Agreement (ISBA) process to begin negotiating the terms under which the subject property and adjacent properties are to be annexed. The County adopted its responding resolution on February 26, 2026. While the Village approved the ISBA, the County Commission denied it on August 26, 2026. On September 30th, the County Administrator and the Village Manager met per Ch 164 Conflict Resolution Proceedings. Both the County Administrator and the Village Manager agreed to bring the ILA, to their respective governing bodies. The County also agreed to bring the PBA to its Board at the same time as the ILA. The Village Council approved the ILA on October 13, 2026. The County Commission will now consider the ILA and PBA. The proposed ILA and PBA contain several conditions, including: the developer's contribution of \$1M to the Village and \$2M to the County to support workforce housing; a density limitation to 1.4 units per acre; the dedication of a 4-acre Public Civic Site at Artistry Lakes; and the dedication of a Right-of-Way and Utility Easement for the Okeechobee Boulevard Extension. The motions will require a supermajority vote of the Board because they involve land acquisition and are therefore subject to Section 22-106 of the Palm Beach County Code of Ordinances. **District 6**

MOTION 1: To **approve** an Interlocal Agreement (ILA) by and between Palm Beach County and the Village of Wellington resolving the dispute over the annexation of approximately 446.14 acres of land located on the north side of State Road 80 (Southern Boulevard) approximately 1.75 miles west of Seminole Pratt Whitney Road.

MOTION 2: To **approve** the Public Benefit Agreement (PBA) by and between the County and KH Artistry Lakes LLC, the owner and developer of the subject property for a \$2 Million contribution towards County's Workforce Housing Program; the dedication of a 4-acre Public Civic Site at Artistry Lakes; and the dedication of a Right-of-Way and Utility Easement for the Okeechobee Boulevard Extension.

Attachments:

ILA

PBA

INTERLOCAL AGREEMENT
ENTERED INTO BY THE VILLAGE OF WELLINGTON
AND THE BOARD OF COUNTY COMMISSIONERS
OF PALM BEACH COUNTY, FLORIDA

THIS INTERLOCAL AGREEMENT ("Agreement") is made this _____ day of _____, 2026, by and between the VILLAGE OF WELLINGTON, a Florida municipal corporation located in Palm Beach County, Florida (hereinafter referred to as "Village"), and PALM BEACH COUNTY, a political subdivision of the State of Florida (hereinafter referred to as "County", each entity constituting a "public agency" as defined in Part 1, Chapter 163, F.S.).

WHEREAS, the Village possesses Municipal Home Rule Powers pursuant to Article VIII, Section 2(b) of the Florida Constitution and Section 166.021, F.S.; and

WHEREAS, the County possesses Home Rule powers as a Charter County pursuant to Article VIII, Section 1(g) of the Florida Constitution; Section 125.01, F.S.; and Article 1 of the Charter of Palm Beach County; and

WHEREAS, Section 163.01, F.S., known as the "Florida Interlocal Cooperation Act of 1969," authorizes local governments and public agencies to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, Section 163.3171(3), F.S., authorizes municipalities and counties to jointly enter into agreements to exercise the powers granted to the county and the municipalities pursuant to Chapter 163, Part II, the Local Government Comprehensive Planning and Land Development Regulation Act; after each government conducts a public hearing with due public notice; and

WHEREAS, on March 26, 2026, the Palm Beach County Board of County Commissioners adopted Resolution 2026-0359 initiating the Conflict Resolution Procedures of the Florida Governmental Conflict Resolution Act (Chapter 164, Florida Statutes) to resolve the conflict over the Village's Ordinance No. 2026-03 annexing approximately 446.14 acres of land located on the north side of State Road 80 (Southern Boulevard) approximately 1.75 miles west of Seminole Pratt Whitney Road; and

WHEREAS, the County and Village have each held duly noticed public hearings to consider the adoption of this Agreement; and

WHEREAS, this Agreement is presented to resolve the conflict herein.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA, AND THE COUNCIL OF THE VILLAGE OF WELLINGTON that:

Section 1. Purpose

The purpose of this Agreement is to resolve the conflict between the County and the Village over the Village's Ordinance No. 2026-03 annexing approximately 446.14 acres of land located on the north side of State Road 80 (Southern Boulevard) approximately 1.75 miles west of Seminole Pratt Whitney Road, known as Artistry Lakes, the legal description of which is attached hereto as Exhibit "A".

Section 2. County Withdrawal of Objection to Annexation – Artistry Lakes

The County hereby withdraws its objection to the Village's annexation of Artistry Lakes, and will not challenge same, administratively, judicially, or otherwise.

Section 3. Future Land Use – Artistry Lakes

Village Ordinance No. 2026-03, which annexed Artistry Lakes, has already been adopted by the Village, along with the future land use atlas amendment ordinance and corresponding zoning and master plan resolutions. The project shall be limited to 1.4 units per acre.

Section 4. Workforce housing – Artistry Lakes

As a condition of approval in the Village's development approvals, the developer shall contribute \$1 million to the Village to support workforce housing. The Village shall distribute the funds through a program for first-time homebuyers. The program shall be modeled after similar programs in the County, including Palm Beach County's Homebuyer Match Program. The contributions are scheduled in Village's Resolution R2026-02 as follows:

- a. Before the issuance of the building permit for the 290th residential unit, the Property Owner shall contribute \$500,000.
- b. Before the issuance of the building permit for the 376th residential unit, the Property Owner shall contribute \$250,000.
- c. Before the issuance of the building permit for the 501st residential unit, the Property Owner shall contribute \$250,000. (VOLUNTARY)

The developer shall enter into a separate agreement with the County regarding additional workforce housing contributions.

Section 5. Public Civic Site - Artistry Lakes

To facilitate the delivery of public infrastructure and services, a 4.0-acre civic pod of the Artistry Lakes Planned Unit Development (PUD), the property identified as Pod B of Village Resolution No. R2026-02, shall be conveyed in fee simple to the County in accordance with the Property & Real Estate Management conditions of approval, as contained within Resolution No. R-2024-0414 of the Palm Beach County Board of County Commissioners approving the rezoning of the property to the Planned Unit Development (PUD) Zoning District.

Section 6. Okeechobee Right-of-Way and Utility Easement – Artistry Lakes

As a condition of approval in the Village's development approvals, the developer shall dedicate right-of-way for the future Okeechobee Boulevard extension across the Artistry Lakes property and provide a 30-feet wide utility easement for water and sewer infrastructure.

Section 7. Other Rights and Agreements

A. The Parties agree that the requirements of Chapter 164, F.S., shall be complied with before litigation to enforce this Agreement.

B. The Parties do not intend for this Agreement to amend, modify, supersede, or terminate any other agreement between the Village and County in effect as of the effective date of this Agreement.

Section 8. Notice to Parties

Notices will be delivered or mailed to the County Administrator, the County Planning Director, and the Village Manager, or such other persons as either Party may otherwise designate in writing.

As to the County:
Palm Beach County Administrator
P.O. Box 1989

West Palm Beach, Florida 33402-1989

County Planning Director
2300 North Jog Road
West Palm Beach, Florida 33411-2741

As to the Village:
Village Manager
Village of Wellington
12300 Forest Hill Boulevard
Wellington, Florida 33414

Section 9. No Third-Party Beneficiaries

This Agreement is solely for the benefit of the Village and the County and provides no right or cause of action by reason hereof, to or for the benefit of any third party. Nothing in this Agreement, either express or implied, is intended or shall be construed to confer upon or give any person, corporation or governmental entity other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof, and all of the provisions, representations, covenants, and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties and their respective representatives, successors, and assigns.

Section 10. Enforcement

This Agreement shall be enforceable by the Parties hereto by whatever remedies are available in law or equity, including but not limited to injunctive relief and specific performance. If this Agreement or any portion hereof is challenged by any person or entity not a Party hereto in any judicial, administrative, or appellate proceeding, representatives of the Parties hereto agree to meet and discuss said challenge promptly. If only one Party is a defendant in the challenge, the other Party agrees to cooperate with the defending Party in the defense of the challenge and make itself available for consultations, depositions and evidentiary hearings.

Section 11. Miscellaneous

A. Entire Agreement: Except as otherwise set forth herein, this Agreement embodies and constitutes the entire understanding of the Parties with respect to the subject matters addressed herein, and all prior agreements, understandings, representations and statements, oral or written, are superseded by this Agreement.

B. Governing Law and Venue: The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce the provisions of this Agreement shall be in the Circuit Court of the Fifteenth Judicial Circuit, in and for Palm Beach County, Florida.

Section 12. Effective Date

This Agreement shall take effect upon execution by both Parties and upon the adoption of resolutions adopting this Agreement by the governing bodies of both Parties.

Section 13. Filing

Upon execution by both Parties, a certified copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

Section 14. Captions

The captions and section designations herein set forth are for convenience only and shall have no substantive meaning.

Section 15. Severability

In the event a court of competent jurisdiction hereof holds any section, paragraph, sentence, clause, or provision to be invalid, such holding shall not affect the remaining portions of this Agreement, and the same shall remain in full force and effect.

Section 16. Counterparts

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

Section 17. Waiver of Jury Trial

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

IN WITNESS WHEREOF, the **VILLAGE OF WELLINGTON, FLORIDA**, has caused this Agreement to be executed by its Mayor and affixed its official seal, attested by its Clerk pursuant to the Authorization of the Village Council, and **PALM BEACH COUNTY, FLORIDA**, has caused this Agreement to be executed by its Mayor and affixed its official seal, attested by its Clerk, pursuant to the authorization of the Board of County Commissioners, on the day and year indicated below.

ATTEST:

VILLAGE OF WELLINGTON, FLORIDA:

By: _____

Chevelle D. Hall, Village Clerk

By: _____

Michael Napoleone, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Laurie Cohen, Village Attorney

ATTEST:

Shannon Ramsey-Chessman,
Interim Clerk & Comptroller

PALM BEACH COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____

Deputy Clerk

By: _____

Sara Baxter, Mayor

APPROVED AS TO FORM

APPROVED AS TO TERMS

AND LEGAL SUFFICIENCY

By: _____
Darren Leiser
Assistant County Attorney

AND CONDITIONS

By: _____
Whitney Carroll, Executive Director
Planning, Zoning & Building

Exhibit A. LEGAL DESCRIPTION:

PARCEL 1:

A PARCEL OF LAND LYING IN SECTION 27 AND 34, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 89°08'03" WEST, ALONG THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 2,295.07 FEET; THENCE SOUTH 01°02'36" WEST, A DISTANCE OF 1,660.72 FEET TO A LINE PARALLEL WITH AND 1,660.71 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID SECTION 27, THENCE NORTH 89°08'03" WEST, A DISTANCE OF 1063.98 FEET TO A POINT, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE SOUTH 01°02'39" WEST, A DISTANCE OF 6,997.63 FEET TO POINT ON THE NORTH RIGHT-OF-WAY LINE FOR STATE ROAD 80 (SOUTHERN BOULEVARD) AS SHOWN ON THE STATE OF FLORIDA RIGHT-OF-WAY MAP SECTION 93120-2515, DATED MAY, 1984; THENCE NORTH 88°24'56" WEST, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 1,091.00 FEET TO THE SOUTHEAST CORNER OF ARDEN P.U.D. PLAT 1, AS RECORDED IN PLAT BOOK 122, PAGE 32, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA; THENCE NORTH 01°02'36" EAST, ALONG THE EAST LINE OF SAID ARDEN P.U.D. PLAT 1, AND PARALLEL WITH THE WEST LINE OF SAID SECTION 34 AND 780.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 34, A DISTANCE OF 3,362.44 FEET; THENCE NORTH 01°02'42" EAST, ALONG THE EAST LINE OF SAID ARDEN P.U.D. PLAT 1, AND PARALLEL WITH THE WEST LINE OF SAID SECTION 27 AND 780.00 FEET EAST OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 3,621.53 FEET; THENCE SOUTH 89°08'03" EAST, ALONG A LINE 1660.71 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 1090.94 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

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

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27, THENCE SOUTH 44°04'57" EAST, ALONG THE SOUTHWESTERLY LINE OF DEER RUN, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 35, PAGES 34 THROUGH 39, INCLUSIVE, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 311.14 FEET TO THE WEST LINE OF THE PLAT OF FOX TRAIL, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 31, PAGES 157 THROUGH 162, INCLUSIVE, OF THE SAID PUBLIC RECORDS; THENCE SOUTH 00°58'44" WEST, ALONG SAID LINE, A DISTANCE OF 383.46 FEET TO A POINT ON A LINE PARALLEL WITH AND 603.47 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID SECTION 27; THENCE, NORTH 89°04'57" WEST, ALONG SAID LINE, A DISTANCE OF 2,516.83 FEET TO A POINT ON A LINE PARALLEL WITH AND 2934.91 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SECTION 27; THENCE, SOUTH 01°05'36" WEST, ALONG SAID LINE, A DISTANCE OF 1,057.25 FEET TO A POINT ON A LINE PARALLEL WITH AND 1660.71 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID SECTION 27; THENCE, NORTH 89°04'57" WEST, ALONG SAID LINE, A DISTANCE OF 1,077.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 89°04'57" WEST, ALONG SAID LINE, A DISTANCE OF 1,077.08 FEET; THENCE NORTH 01°05'36" EAST, ALONG A LINE PARALLEL WITH AND 780.00 FEET EASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID SECTION 27, A DISTANCE OF 1,667.99 FEET;

THENCE, NORTH 00°19'35" WEST, ALONG A LINE PARALLEL WITH AND 780.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SECTION 22, A DISTANCE OF 352.81 FEET TO THE SOUTH LINE OF SAID PLAT OF DEER RUN; THENCE SOUTH 89°04'57" EAST, ALONG SAID LINE, A DISTANCE OF 1,085.82 FEET; THENCE SOUTH 01°05'36" WEST, A DISTANCE OF 2,020.72 FEET TO THE POINT OF BEGINNING.

PARCEL 3:

A PARCEL OF LAND LYING IN SECTION 27 AND 34, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE NORTH 89°08'03 WEST, ALONG THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 2,295.07 FEET; THENCE SOUTH 01°02'36" WEST, A DISTANCE OF 1,660.72 FEET TO A LINE PARALLEL WITH AND 1,660.71 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID SECTION 27, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01°02'36" WEST, A DISTANCE OF 7,010.97 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE FOR STATE ROAD 80 (SOUTHERN BLVD.) AS SHOWN ON STATE OF FLORIDA RIGHT OF WAY MAP SECTION 93120- 2515, DATED MAY, 1984; THENCE NORTH 88°24'56" WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1,064.13 FEET; THENCE NORTH 01°02'39" EAST, A DISTANCE OF 6,997.63 FEET; THENCE SOUTH 89°08'03 EAST ALONG A LINE 1,660.71 FEET SOUTH OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID SECTION 27, A DISTANCE OF 1,063.98 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

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

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 27; THENCE SOUTH 44°04'57" EAST, ALONG THE SOUTHWESTERLY LINE OF DEER RUN, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 35, PAGES 34 THROUGH 39, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA, A DISTANCE OF 311.14 FEET TO THE WEST LINE OF THE PLAT OF FOX TRAIL, ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 31, PAGES 157 THROUGH 162, INCLUSIVE, PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA;

THENCE SOUTH 00°58'44" WEST, ALONG SAID LINE, A DISTANCE OF 383.46 FEET TO A POINT ON A LINE PARALLEL WITH AND 603.47 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID SECTION 27; THENCE, NORTH 89°04'57" WEST, ALONG SAID LINE, A DISTANCE OF 2516.83 FEET TO A POINT ON A LINE PARALLEL WITH AND 2934.91 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SECTION 27; SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE, SOUTH 01°05'36" WEST, ALONG SAID LINE, A DISTANCE OF 1057.25 FEET TO A POINT ON A LINE PARALLEL WITH AND 1660.71 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF SAID SECTION 27; THENCE, NORTH 89°04'57" WEST, ALONG SAID LINE, A DISTANCE OF 1077.84 FEET TO A POINT ON A LINE PARALLEL WITH AND 1857.07 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE WEST LINE OF SAID SECTION 27; THENCE NORTH 01°05'36" EAST, ALONG SAID LINE, A DISTANCE OF 2020.72 FEET

TO THE SOUTH LINE OF SAID PLAT OF DEER RUN; THENCE, SOUTH 89°04'57" EAST, ALONG SAID LINE, A DISTANCE OF 1077.84 FEET; THENCE, SOUTH 01°05'36" WEST, A DISTANCE OF 963.47 FEET TO THE POINT OF BEGINNING.

PARCELS 1, 2, 3 AND 4 DESCRIBED ABOVE IS ALSO KNOWN AS THE FOLLOWING:

A PARCEL OF LAND LYING IN SECTION 22, 27 AND 34, TOWNSHIP 43 SOUTH, RANGE 40 EAST, PALM BEACH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 27, THENCE SOUTH 89° 08' 03" EAST ALONG THE NORTH LINE OF SAID SECTION 27 A DISTANCE OF 780.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE NORTH 00° 33' 09" EAST, ALONG A LINE 780.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 22 A DISTANCE OF 360.01 FEET TO A POINT ON THE SOUTH LINE OF DEER RUN, PLAT BOOK 35, PAGE 34, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA; THENCE SOUTH 89° 08' 03" EAST, ALONG A LINE 360.00 FEET NORTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 27 AND ALONG THE SOUTH LINE OF SAID DEER RUN, A DISTANCE OF 2158.03 FEET; THENCE SOUTH 1° 02' 42" WEST, ALONG A LINE 2934.91 EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 27 A DISTANCE OF 9031.74 FEET; THENCE NORTH 88° 24' 56" WEST, ALONG THE NORTH RIGHT OF WAY LINE OF SOUTHERN BOULEVARD (STATE ROAD 80) PER DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 93120-2525 DATED MAY 1984, A DISTANCE OF 2154.92 FEET TO A POINT ON THE EAST LINE OF ARDEN P.U.D. PLAT 1, PLAT BOOK 122, PAGE 32, PUBLIC RECORDS, PALM BEACH COUNTY, FLORIDA, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID ARDEN P.U.D. PLAT 1; THENCE NORTH 1° 02' 36" EAST, ALONG A LINE 780.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 34 AND ALONG THE SAID EAST LINE OF ARDEN P.U.D. PLAT 1, A DISTANCE OF 3362.46 FEET; THENCE NORTH 1° 02' 42" EAST, ALONG A LINE 780.00 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTION 27 AND CONTINUING ALONG THE SAID EAST LINE OF ARDEN P.U.D. PLAT 1, A DISTANCE OF 5282.25 FEET TO THE POINT OF BEGINNING.

SAID PARCEL BEING 19,433,993 SQUARE FEET OR 446.143 ACRES MORE OR LESS.
LYING IN PALM BEACH COUNTY, FLORIDA.

PUBLIC BENEFIT AGREEMENT

This Public Benefit Agreement ("Agreement") is made this ____ day of October 2026, between **KH ARTISTRY LAKES LLC**, a Florida limited liability company (the "Developer"), and **PALM BEACH COUNTY**, a political subdivision of the State of Florida, acting by and through its Board of County Commissioners (the "County"). The Developer and the County are each a "Party" and collectively the "Parties."

RECITALS

WHEREAS, the Developer owns the approximately 446.14-acre parcel of property commonly known as the Artistry Lakes PUD (the "**Property**"), as more particularly described on the attached Exhibit "A";

WHEREAS, the Village of Wellington (the "**Village**") adopted Ordinance No. 2026-03 on March 10, 2026, annexing the Property into the Village, effective April 14, 2026;

WHEREAS, the County objected to the annexation and initiated the conflict resolution procedures under Chapter 164, Florida Statutes, by Resolution No. 2026-0359;

WHEREAS, the Village and the County have agreed to resolve the conflict resolution process;

WHEREAS, the Developer has proffered the public benefits in this Agreement to facilitate resolution of the dispute between the County and the Village;

WHEREAS, the Board of County Commissioners of Palm Beach County finds that this Agreement is in the public interest;

TERMS

NOW, THEREFORE, the Parties agree as follows:

Section 1. Recitals Adopted. The above-stated recitals are true and correct and are hereby adopted and confirmed as if fully set forth herein.

Section 2. Definitions.

(A) "**Workforce Housing Trust Fund**" means the fund established and maintained by the County for workforce housing programs and initiatives.

(B) "**Voluntary Contribution**" means the total contribution payable by the Developer under Section 4.

(C) “**Residential Building Permit**” means a building permit for vertical construction of a residential dwelling unit on the Property, counted cumulatively from the first such permit issued for the Property.

Section 3. Scope.

This Agreement applies solely to the Property and may not be applied to or interpreted as affecting any other property, including, but not limited to, the community known as Arden.

Section 4. Voluntary Contribution.

(A) **Amount.** The Developer shall pay the Voluntary Contribution totaling \$2,000,000.00 to the County’s Workforce Housing Trust Fund. This Voluntary Contribution is separate from and in addition to the Developer’s existing \$1,000,000.00 required contribution to the Village’s Workforce Housing Fund, which remains in place and is not reduced, credited, or offset.

(B) **Payment Schedule.** The Voluntary Contribution shall be paid as follows:

(i) Before issuance of the 290th Residential Building Permit, the Developer shall contribute \$1,000,000.00; and

(ii) Before issuance of the 492nd Residential Building Permit, the Developer shall contribute \$1,000,000.00.

The Developer shall provide written notice to the County together with each payment that shall be made by check or wire transfer to the County, payable to “Palm Beach County Board of County Commissioners.”

The County may use the Voluntary Contribution in its sole discretion for workforce housing purposes within the County in accordance with County-adopted rules and regulations applicable to the use of workforce housing contributions, including the development, construction, preservation, or rehabilitation of workforce housing units.

Section 5. Okeechobee Boulevard Extension.

Within 60 days following the Effective Date of this Agreement, the Developer shall dedicate to the County, free and clear of all encumbrances except the existing easement in favor of Florida Power & Light Company and at no cost to the County, the right-of-way for the future Okeechobee Boulevard extension across the Property, in the location and width shown on the County Thoroughfare Right-of-Way Identification Map, in a form acceptable to the County.

Upon the issuance of the 100th Residential Building Permit, the Developer shall also grant a 30-foot-wide utility easement for potable water and wastewater (water and sewer) infrastructure along the south side of the Okeechobee Boulevard extension right-of-way to the County Water Utilities Department (“**PBCWUD**”), by recorded easement in

a form acceptable to PBCWUD at the time of utility project completion and PBCWUD acceptance.

Section 6. Civic Site.

No later than the one (1) year anniversary date of the effective date of this Agreement, the Developer shall convey to the County an approximately 4.0-acre civic site within the Property (Pod B as referenced in Wellington Resolution No. R2026-02) for a permanent County fire station in accordance with the Property & Real Estate Management conditions of approval, as contained within Resolution No. R-2024-0414 of the Palm Beach County Board of County Commissioners approving the rezoning of the property to the Planned Unit Development (PUD) Zoning District..

Section 7. Arden.

Nothing in this Agreement shall be construed to release, modify, or waive the Declaration of Restrictive Covenant on Annexation and Land Use recorded in Palm Beach County Official Records Book 17900, Page 257.

Section 8. County Commitment.

Upon the Effective Date, the County shall withdraw its objection to the annexation of the Property and conclude all Chapter 164 proceedings as to the Property. Further, County shall cooperate with Developer and the Village in connection with the Artistry Lakes PUD, including releasing, upon written request, any encumbrances related to prior development approvals granted by the County associated with the Property. For purposes of clarity, the foregoing sentence shall not apply to any obligations contained in this Agreement.

Section 9. Effective Date.

This Agreement is effective upon approval by the Board of County Commissioners of Palm Beach County and execution by both Parties.

Section 10. Covenants Running with the Land.

The covenants and obligations in this Agreement run with the land and bind the Developer and its successors and assigns. The County may, in its sole and absolute discretion, record this Agreement in the Official Records of Palm Beach County.

Section 11. Default and Remedies.

If the Developer defaults under this Agreement, the County shall provide thirty (30) days' written notice of default and an opportunity to cure. If the default is not cured within that period, the County may seek specific performance, injunctive relief, or any other remedy available at law or in equity.

Section 12. Not a Development Approval.

This Agreement is not a development approval or agreement under Chapter 163, Florida Statutes.

Section 13. Sovereign Immunity.

Nothing in this Agreement shall be construed as a waiver of the County's sovereign immunity under section 768.28, Florida Statutes, or any other applicable law.

Section 14. Public Records. This Agreement is subject to Chapter 119, Florida Statutes.

Section 15. Severability.

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 16. Construction.

This Agreement shall not be construed more strictly against one Party than against the other merely because it was prepared by counsel for one Party. The singular includes the plural, the plural includes the singular, and references to gender include all genders.

Section 17. Notices.

All notices, consents, approvals, waivers, and elections under this Agreement shall be in writing and delivered by hand delivery for which a receipt is obtained or by certified mail, postage prepaid, with confirmation of delivery requested. Notices shall be deemed given when received by the Party for whom intended. Notices shall be delivered or mailed as follows:

As to the County:
County Administrator
Palm Beach County
301 N. Olive Avenue
West Palm Beach, Florida 33401

With a copy to:
Darren Leiser, Esq.
Palm Beach County Attorney's Office
P.O. Box 1989
West Palm Beach, Florida 33416-1229

With a copy for fire station and civic site matters to:
Fire Rescue Administrator
Palm Beach County Fire Rescue
405 Pike Road
West Palm Beach, Florida 33411-3815

As to the Developer:
KH Artistry Lakes LLC
4807 PGA Boulevard
Palm Beach Gardens, FL 33418
Attn: Brian Grove, Vice President – Palm Beach

With a copy to:
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Drive, Suite 500 East
West Palm Beach, FL 33401
Attn: John K. "Jack" Rice, Esq.

Section 18. Governing Law and Venue.

The laws of the State of Florida shall govern this Agreement, and venue for any action to enforce this Agreement shall be in the Circuit Court of the Fifteenth Judicial Circuit of Florida.

Section 19. Entire Agreement and Counterparts.

This Agreement is the entire agreement between the Parties concerning its subject matter and supersedes all prior proposals regarding the County and the Developer regarding the Property. This Agreement may be executed in counterparts, each of which is an original and all of which together constitute one instrument.

Section 20. No Third-Party Beneficiaries.

This Agreement is solely for the benefit of the Parties, and no third party shall have any right, remedy, or claim under or by reason of this Agreement.

Section 21. Assignment.

The Developer may assign this Agreement only to a successor owner of the Property that assumes the Developer's obligations in writing. The Developer shall not be released from its obligations unless the County consents in writing.

Section 22. Amendment.

This Agreement may be amended only by a written instrument approved and signed by both Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and affixed their seals on the day and year indicated below.

[SIGNATURE BLOCKS FOLLOW ON NEXT PAGE]

DEVELOPER:

KH ARTISTRY LAKES LLC, a Florida limited liability company

By: _____
Brian Grove
Vice President – Palm Beach

Print Name: _____
(Witness 1)
Address: _____

Print Name: _____
(Witness 2)
Address: _____

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of () physical presence this ____ day of October, 2026, by Brian Grove, as Vice President – Palm Beach of KH Artistry Lakes LLC, a Florida limited liability company, on behalf of the company, who is () personally known to me or () has produced _____ as identification.

Notary Public: _____

Print Name: _____

My Commission Expires: _____

[NOTARIAL SEAL]

**PALM BEACH COUNTY
BY ITS BOARD OF COUNTY COMMISSIONERS**

By: _____
Sara Baxter, Mayor

ATTEST:
Shannon Ramsey-Chessman, Clerk Ad Interim

By: _____
Deputy Clerk

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:**

By: _____
Darren Leiser
Assistant County Attorney

APPROVED AS TO TERMS AND CONDITIONS:

By: _____
Whitney Carroll
Executive Director, Planning, Zoning & Building

ACTIVE:40560765.5