



**KEYS EDGE
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
&
PUBLIC HEARING
JUNE 15, 2017
1:45 P.M.**

Special District Services, Inc.
6625 Miami Lakes Drive, Suite 374
Miami Lakes, FL 33014

www.keysedgecdd.org
305.777.0761 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT
8500 S.W. 8th Street, Suite 228
Conference Room
Miami, Florida 33144
REGULAR BOARD MEETING & PUBLIC HEARING
June 15, 2017
1:45 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
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- G. **Public Hearing**
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 - 2. Receive Public Comments on Fiscal Year 2017/2018 Final Budget
 - 3. Consider Resolution No. 2017-05 – Adopting a Fiscal Year 2017/2018 Final Budget.....Page 7
- H. Old Business
 - 1. Staff Report as Required
- I. New Business
 - 1. Consider Resolution No. 2017-06 – Adopting a Fiscal Year 2017/2018 Meeting Schedule.....Page 12
 - 2. Consider Resolution No. 2017-07 – Calling for a Landowners’ Meeting.....Page 14
 - 3. Consider Developer’s Funding Agreement Fiscal Year 2017/2018.....Page 20
- J. Administrative & Operational Matters
 - 1. Statement of Financial Interests-Disclosure – **2016 Form 1**, Filing Deadline: July 3, 2017
 - 2. Staff Report as Required
- K. Board Member & Staff Closing Comments
- L. Adjourn

**Notice of Public Hearing
and
Regular Board Meeting of the
Keys Edge Community Development District**

The Board of Supervisors of the Keys Edge Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting on June 15, 2017, at 1:45 p.m., or as soon thereafter as can be heard, in the Conference Room at 8500 SW 8th Street, 2nd Floor, Suite 228, Miami, Florida 33144.

The purpose of the Public Hearing is to receive public comment on the District's Fiscal Year 2017/2018 Proposed Final Budget. A copy of the Proposed Final Budget and/or the Agenda may be obtained from the District's website or at the offices of the District Manager, Special District Services, Inc., 6625 Miami Lakes Drive, Suite 374, Miami Lakes, Florida 33014, during normal business hours. The purpose of the Regular Board Meeting is for the Board to consider any other District business which may lawfully and properly come before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or two Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at (305) 777-0761 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

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

Keys Edge Community Development District

www.keysedgeccd.org

PUBLISH: MIAMI DAILY BUSINESS REVIEW 05/26/17 & 06/02/17

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 13, 2017

A. CALL TO ORDER

The April 13, 2017, Regular Board Meeting of the Keys Edge Community Development District was called to order by Neil Kalin, District Manager, at 1:46 p.m. in the Conference Room at 8500 SW 8th Street, Suite 228, Miami, Florida 33144.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on September 26, 2016, as part of the District's Fiscal Year 2016/2017 Regular Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the presence of Chairman Angel Valdes and Supervisors Yuthit Baez and Ileana Ramirez constituted a quorum and it was in order to proceed with the meeting.

Also in attendance were: District Managers Neil Kalin and Armando Silva of Special District Services, Inc.; and General Counsel Gerald Knight of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. January 12, 2017, Regular Board Meeting

The minutes of the January 12, 2017, Regular Board Meeting were presented and the Board asked was asked if there were any changes and/or corrections. There being no changes and/or corrections, a **motion** was made by Ms. Baez, seconded by Ms. Ramirez and unanimously passed to approve the minutes of the January 12, 2017, Regular Board Meeting, as presented.

G. OLD BUSINESS

1. Staff Report, as Required

There was no Staff Report at this time.

H. NEW BUSINESS

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 13, 2017

1. Consider Resolution No. 2017-03 – Adopting a Fiscal Year 2017/2018 Proposed Budget

Mr. Kalin presented Resolution No. 2017-03, entitled:

RESOLUTION NO. 2017-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A PROPOSED BUDGET FOR FISCAL YEAR 2017/2018; AND PROVIDING AN EFFECTIVE DATE.

Mr. Kalin presented Resolution No. 2017-03 and read the title into the record and He indicated that the Keys Edge Community Development District (“District”) had not issued bond debt and that the operating cost to run the District was funded by the Developer through a Developer’s Funding Agreement with the District. In addition, Mr. Kalin stated as part of Resolution No. 2017-03 the Board must set a date for the public hearing at least sixty (60) days from today to adopt the 2017/2018 final fiscal year budget. A discussion ensued after which;

A **motion** was made by Ms. Baez, seconded by Mr. Valdes and unanimously passed to approve and adopt Resolution No. 2017-03 *as presented*; setting the public hearing to adopt the 2017/2018 Fiscal Year final budget for June 15, 2017, at 1:45 p.m. in the Conference Room located at 8500 SW 8th Street, 2nd Floor, Suite 228, Miami, Florida 33144.

2. Consider Resolution No. 2017-04 – Electronic Approval Process & Authorized Signers

Mr. Kalin presented Resolution No. 2017-04, entitled:

RESOLUTION NO. 2017-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT, AUTHORIZING THE ESTABLISHMENT OF A DISTRICT CHECKING/OPERATING ACCOUNT, DESIGNATING DISTRICT OFFICIALS AND/OR AUTHORIZED STAFF TO REVIEW, APPROVE AND ISSUE PAYMENT OF EXPENDITURES, SELECTING THE SIGNATORIES THEREOF; AND PROVIDING AN EFFECTIVE DATE.

Mr. Kalin provided an explanation for the document and outlined that Special District Services, Inc. (“SDS, Inc.”) had reorganized officials within the firm. Consequently,

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 13, 2017

check signers for the District's operating account would be adjusting and it would be in order to consider the necessary changes. A discussion ensued after which:

A **motion** was made by Ms. Baez, seconded by Ms. Ramirez and unanimously passed to approve and adopt Resolution No. 2017-04, *as presented*, thereby authorizing electronic approvals for expenditures and selecting Todd Wodraska, Jason Pierman, Patricia LasCasas, Lennart Lindahl, Neil Kalin and Angel Valdes to serve as the signatories on the District's checking/operating account. Two (2) signatures will be required on each check and checks will be released after electronic approvals have been provided by the Chairperson or the Vice Chairperson in the Chairperson's absence.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Statement of Financial Interests – 2016 Form 1 - Reminder

The Board was reminded of the importance of completing and mailing to the Supervisor of Elections within the County of residency their individual 2016 Statement of Financial Interests Form 1. The **2016 Form 1** is expected to be mailed to the Board Members around the third week in May and the deadline for submittal is July 1, 2017.

2. Discussion Regarding Landowners' Meeting – November 2017

Mr. Kalin advised the Board that there will be a Landowners' Election this November and that the terms of office are expiring in Seat #1 (Mr. Valdes), Seat #2 (Ms. Baez) and Seat #5, which is currently *vacant*. A formal announcement of the Landowners' Meeting will be made at the meeting schedule for June 15, 2017.

3. Staff Report, as Required

There was no Staff Report at this time.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

It was announced that the next meeting of the Board of Supervisors would be held on June 15, 2017, at 1:45 p.m., in conjunction with the 2017/2018 Fiscal Year Budget Hearing.

K. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Valdes, seconded by Ms. Ramirez and unanimously passed to adjourn the Regular Board Meeting at 1:51 p.m.

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
APRIL 13, 2017

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

**Notice of Public Hearing
and
Regular Board Meeting of the
Keys Edge Community Development District**

The Board of Supervisors of the Keys Edge Community Development District (the "District") will hold a Public Hearing and Regular Board Meeting on June 15, 2017, at 1:45 p.m., or as soon thereafter as can be heard, in the Conference Room at 8500 SW 8th Street, 2nd Floor, Suite 228, Miami, Florida 33144.

The purpose of the Public Hearing is to receive public comment on the District's Fiscal Year 2017/2018 Proposed Final Budget. A copy of the Proposed Final Budget and/or the Agenda may be obtained from the District's website or at the offices of the District Manager, Special District Services, Inc., 6625 Miami Lakes Drive, Suite 374, Miami Lakes, Florida 33014, during normal business hours. The purpose of the Regular Board Meeting is for the Board to consider any other District business which may lawfully and properly come before the Board. The meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Meetings may be continued as found necessary to a time and place specified on the record.

There may be occasions when one or two Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at these meetings should contact the District Manager at (305) 777-0761 and/or toll free at 1-877-737-4922, at least seven (7) days prior to the date of the meetings.

If any person decides to appeal any decision made with respect to any matter considered at this Public Hearing and Regular Board Meeting, such person will need a record of the proceedings and such person may need to ensure that a verbatim record of the proceedings is made at their own expense and which record includes the testimony and evidence on which the appeal is based.

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

Keys Edge Community Development District

www.keysedgecdd.org

PUBLISH: MIAMI DAILY BUSINESS REVIEW 05/26/17 & 06/02/17

RESOLUTION NO. 2017-05

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2017/2018 FINAL BUDGET PURSUANT TO CHAPTER 190, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (the “Board”) of the Keys Edge Community Development District (“District”) has prepared a Proposed Operating Fund Budget for Fiscal Year 2017/2018, and the Board is empowered to provide a funding source to operate the District and to impose special assessments upon the properties within the District, as required; and

WHEREAS, the District has held a duly advertised Public Hearing to receive public comments on the Proposed Operating Fund Budget, has considered and adopted the Fiscal Year 2017/2018 Operating Fund Budget; and is now authorized to levy non-ad valorem assessments upon the assessable properties within the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The Operating Fund Budget for Fiscal Year 2017/2018 attached hereto as Exhibit “A” is accepted, approved and adopted.

Section 2. The Secretary and/or Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 15th day of June, 2017.

ATTEST:

**KEYS EDGE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

Keys Edge
Community Development District

**Final Budget For
Fiscal Year 2017/2018
October 1, 2017 - September 30, 2018**

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FINAL BUDGET
KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2017/2018
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

	FISCAL YEAR 2017/2018 BUDGET
REVENUES	
O&M Assessments	0
Developer Contribution	11,568
Debt Assessments	0
Interest Income	5
TOTAL REVENUES	\$ 11,573
EXPENDITURES	
Supervisor Fees	0
Engineering/Inspections	0
Management	2,475
Legal	3,500
Assessment Roll	0
Audit Fees	0
Arbitrage Rebate Fee	0
Insurance	3,198
Legal Advertisements	750
Miscellaneous	250
Postage	100
Office Supplies	225
Dues & Subscriptions	175
Trustee Fees	0
Continuing Disclosure Fee	0
Website Management	900
TOTAL EXPENDITURES	\$ 11,573
REVENUES LESS EXPENDITURES	\$ -
Bond Payments	0
BALANCE	\$ -
County Appraiser & Tax Collector Fee	0
Discounts For Early Payments	0
EXCESS/ (SHORTFALL)	\$ -

DETAILED FINAL BUDGET
KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2017/2018
OCTOBER 1, 2017 - SEPTEMBER 30, 2018

	FISCAL YEAR 2015/2016 ACTUAL	FISCAL YEAR 2016/2017 BUDGET	FISCAL YEAR 2017/2018 BUDGET	COMMENTS
REVENUES				
O&M Assessments	0	0	0	
Developer Contribution	10,640	10,605	11,568	Developer Contribution
Debt Assessments	0	0	0	
Interest Income	0	5	5	No Change From 2016/2017 Budget
TOTAL REVENUES	\$ 10,640	\$ 10,610	\$ 11,573	
EXPENDITURES				
Supervisor Fees	0	0	0	No Change From 2016/2017 Budget
Engineering/Inspections	0	0	0	No Change From 2016/2017 Budget
Management	2,475	2,475	2,475	No Change From 2016/2017 Budget
Legal	4,025	3,000	3,500	\$500 Increase From 2016/2017 Budget
Assessment Roll	0	0	0	No Change From 2016/2017 Budget
Audit Fees	0	0	0	No Change From 2016/2017 Budget
Arbitrage Rebate Fee	0	0	0	No Change From 2016/2017 Budget
Insurance	2,850	3,135	3,198	Insurance Company Estimate
Legal Advertisements	455	750	750	No Change From 2016/2017 Budget
Miscellaneous	69	250	250	No Change From 2016/2017 Budget
Postage	47	100	100	No Change From 2016/2017 Budget
Office Supplies	201	225	225	No Change From 2016/2017 Budget
Dues & Subscriptions	175	175	175	No Change From 2016/2017 Budget
Trustee Fees	0	0	0	No Change From 2016/2017 Budget
Continuing Disclosure Fee	0	0	0	No Change From 2016/2017 Budget
Website Management	500	500	900	\$400 Increase From 2016/2017 Budget
TOTAL EXPENDITURES	\$ 10,797	\$ 10,610	\$ 11,573	
REVENUES LESS EXPENDITURES	\$ (157)	\$ -	\$ -	
Bond Payments	0	0	0	2018 P & I Payments Less Earned Interest
BALANCE	\$ (157)	\$ -	\$ -	
County Appraiser & Tax Collector Fee	0	0	0	Two Percent Of Total Assessment Roll
Discounts For Early Payments	0	0	0	Four Percent Of Total Assessment Roll
EXCESS/ (SHORTFALL)	\$ (157)	\$ -	\$ -	

RESOLUTION NO. 2017-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2017/2018 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is necessary for the Keys Edge Community Development District ("District") to establish a regular meeting schedule for fiscal year 2017/2018; and

WHEREAS, the Board of Supervisors of the District has set a regular meeting schedule, location and time for District meetings for fiscal year 2017/2018 which is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT, MIAMI-DADE COUNTY, FLORIDA, AS FOLLOWS:

Section 1. The above recitals are hereby adopted.

Section 2. The regular meeting schedule, time and location for meetings for fiscal year 2017/2018 which is attached hereto as Exhibit "A" is hereby adopted and authorized to be published.

PASSED, ADOPTED and EFFECTIVE this 15th day of June, 2017.

ATTEST:

**KEYS EDGE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2017/2018 REGULAR MEETING SCHEDULE**

NOTICE IS HEREBY GIVEN that the Board of Supervisors (the “Board”) of the **Keys Edge Community Development District** (the “District”) will hold Regular Meetings in the Conference Room at 8500 S.W. 8th Street, 2nd Floor, Suite 228, Miami, Florida 33144 at **1:45 p.m.** on the following dates:

**October 12, 2017
November 9, 2017
January 11, 2018
February 8, 2018
March 8, 2018
April 12, 2018
May 10, 2018
June 14, 2018
July 12, 2018
September 13, 2018**

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. Copies of the Agenda for any of the meetings may be obtained from the District’s website or by contacting the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

From time to time one or two Board members may participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Board members may be fully informed of the discussions taking place. Said meeting(s) may be continued as found necessary to a time and place specified on the record.

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to insure that a verbatim record of the proceedings is made at his or her own expense and which record includes the testimony and evidence on which the appeal is based.

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

Meetings may be cancelled from time to time with no advertised notice.

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT

www.keysedgecdd.org

PUBLISH: MIAMI DAILY BUSINESS REVIEW XX/XX/17

RESOLUTION NO. 2017-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT ORDERING AND CALLING FOR A LANDOWNERS' MEETING AND PUBLIC NOTICE THEREOF FOR THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT'S ELECTION OF MEMBERS TO THE BOARD OF SUPERVISORS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Keys Edge Community Development District ("District") was established by Ordinance #07-106 of the Board of County Commissioners of Miami-Dade County, Florida, pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, as outlined in Chapter 190, Section 190.006(2)(b), *Florida Statutes*, a landowners' election shall be announced at a public meeting of the Board of Supervisors (the "Board") at least ninety (90) days prior to the date of the landowners' meeting, which meeting shall be for the purpose of electing three (3) supervisors; and

WHEREAS, at such meeting, each landowner shall be entitled to cast one (1) vote per acre (or fraction thereof) or one (1) vote for each platted lot of land owned and located within the District for each person to be elected; and

WHEREAS, the two (2) candidates receiving the highest number of votes shall each serve for a four (4) year term and the one (1) candidate receiving the next largest number of votes shall serve for a two (2) year term; and

WHEREAS, a Notice of the Landowners' Meeting shall be published once a week for two (2) consecutive weeks in a newspaper of general circulation in the area of the District, the last day of such publication to be not fewer than 14 days or more than 28 days before the date of the election.

WHEREAS, attached hereto as Exhibit "A" and made a part hereof are (i) instructions (Election Procedures) on how all landowners may participate in the election, (ii) sample proxy that may be utilized by the landowners at such meeting; and (iii) a sample ballot form for information purposes.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT, THAT:

Section 1. The above recitals are hereby adopted.

Section 2. The Landowners' Meeting will be held on November 9, 2017 at 1:45 p.m. in the Conference Room located at 8500 S.W. 8th Street, Second Floor, Suite 228, Miami, Florida 33144.

Section 3. The instructions (Election Procedures), the sample proxy form and sample ballot form attached hereto as Exhibit "A" are hereby acknowledged and approved.

Section 4. A Notice of the Landowners' Meeting shall be published as prescribed by law.

PASSED, ADOPTED and EFFECTIVE this 15th day of June, 2017.

ATTEST:

**KEYS EDGE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson



SPECIAL DISTRICT (CDD) ELECTION PROCEDURES

1. Landowners' Meeting

In accordance with the provisions of Chapter 190, Florida Statutes, it is required that an initial meeting of the Landowners of the District be held within ninety (90) days following the effective date of the rule or ordinance establishing the District and thereafter every two (2) years during the month of November for the purpose of electing Supervisors. The second election by Landowners shall be held on the first Tuesday in November; thereafter, there shall be an election of supervisors every two (2) years in November on a date established by the Board of Supervisors. The assembled Landowners shall organize by electing a Chairperson, who shall preside over the meeting; and a Secretary shall also be elected for recording purposes.

2. Establishment of Quorum

Any Landowner(s) present or voting by proxy shall constitute a quorum at the meeting of the Landowners.

3. Nomination of Candidates

At the meeting, the Chairperson shall call for nominations from the floor for Candidates for the Board of Supervisors. When there are no further nominations, the Chairperson shall close the floor for nominations. The names of each Candidate and the spelling of their names shall be announced. Nominees need not be present to be nominated.

4. Voting

Each Landowner shall be entitled to cast one (1) vote for each acre (or lot parcel), or any fraction thereof, of land owned by him or her in the District, for each open position on the Board. (For example, if there are three (3) positions open, an owner of one (1) acre or less (or one lot parcel) may cast one (1) vote for each of the three (3) positions. An owner of two (2) acres (or two lot parcels) may cast two (2) votes for each of the three (3) positions. Each Landowner shall be entitled to vote either in person or by a representative present with a lawful written proxy.

5. Registration for Casting Ballots

The registration process for the casting of ballots by Landowners or their representatives holding their proxies shall be as follows:

a) At the Landowners' Meeting and prior to the commencement of the first casting of ballots for a Board of Supervisor position, each Landowner, or their representative if proxies are being sub-mitted in lieu thereof, shall be directed to register their attendance and the total number of votes by acreage (or lot parcels) to which each claims to be entitled, with the elected Secretary of the meeting or the District's Manager.

Corporate Office

The Oaks Center
2501A Burns Rd
Palm Beach Gardens, FL 33410
Direct: 561.630.4922

Contact Information

Toll Free: 877.737.4922
Fax: 561.630.4923
Web: www.sdsinc.org

Miami Branch

Crexent Business Center
6625 Miami Lakes Drive, Ste. 374
Miami Lakes, FL 33054
Direct: 305.777.0761

- b) At such registration, each Landowner, or their representative with a lawful proxy, shall be provided a numbered ballot for the Board of Supervisor position(s) open for election. A District representative will mark on the ballot the number of votes that such Landowner, or their representative, is registered to cast for each Board of Supervisor position open for election.
- c) All Landowner proxies shall be collected at the time of registration and retained with the Official Records of the District for subsequent certification or verification, if required.

6. Casting of Ballots

Registration and the issuance of ballots shall cease once the Chairperson calls for the commencement of the casting of ballots for the election of a Board Supervisor(s) and thereafter no additional ballots shall be issued.

The Chairperson will declare that the Landowners, or their representatives, be requested to cast their ballots for the Board Supervisor(s). Once the ballots have been cast, the Chairperson will call for a collection of the ballots.

7. Counting of Ballots

Following the collection of ballots, the Secretary or District Manager shall be responsible for the tabulation of ballots in order to determine the total number of votes cast for each candidate that is seeking election.

At the second and subsequent landowner elections*, the two (2) candidates receiving the highest number of votes will be declared by the Chairperson as elected to the Board of Supervisors for four-year terms. The candidate receiving the next highest number of votes will fill the remaining open position on the Board of Supervisors for a two-year term, as declared by the Chairperson.

*At the final landowner election (*after the 6th or 10th year*), the candidate receiving the highest number of votes will be elected to the Board of Supervisors for a four-year term (two {2} supervisors are elected by General Election).

8. Contesting of Election Results

Following the election and announcement of the votes, the Chairperson shall ask the Landowners present, or those representatives holding proxies for Landowners, whether they wish to contest the election results. If no contests are received, said election results shall thereupon be certified.

If there is a contest, the contest must be addressed to the Chairperson and thereupon the individual casting a ballot that is being contested will be required to provide proof of ownership of the acreage (or lot parcels) for which they voted at the election within five (5) business days of the Landowners' Meeting. The proof of ownership shall be submitted to the District Manager who will thereupon consult with the District's General Counsel and together they will review the material provided and will determine the legality of the contested ballot(s). Once the contests are resolved, the Chairperson shall reconvene the Landowners' Meeting and thereupon certify the election results.

9. Recessing of the Landowners' Meeting

In the event there is a contest of a ballot or of the election, the Landowners' Meeting shall be recessed to a future time, date and location, at which time the election findings on the contest shall be reported in accordance with the procedure above and the newly elected Supervisor(s) shall thereupon take their Oath of Office.

10. Miscellaneous Provisions

- a) Each Landowner shall only be entitled to vote in person or by means of a representative attending in person and holding a lawful written proxy in order to cast said Landowner's votes.
- b) Proxies will not require that proof of acreage ownership be attached. Rather, proof of ownership must be provided timely by the holder of the proxy, if the proxy is contested in accordance with the procedure above.

LANDOWNER PROXY

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS' MEETING**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints _____ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the **Keys Edge Community Development District** to be held on November 9, 2017 at 1:45 p.m. in the Conference Room located at 8500 S.W. 8th Street, Second Floor, Suite 228, Miami, Florida 33144 and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner which the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing which may be considered at said meeting including, but not limited to the Board of Supervisors. Said Proxy Holder may vote in accordance with their discretion on all matters not known or determined at the time of solicitation of this proxy, which may be legally considered at said meeting.

This proxy is to continue in full force and effect from the hereof until the conclusion of the above noted landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the annual meeting prior to the Proxy Holder exercising the voting rights conferred herein.

Print Name of Legal Owner/Entity

Signature of Authorized Individual and/or Legal Owner

Date

Parcel Description*

of Acres/Units

*Insert in the space above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. [If more space is needed, identification of Parcels owned may be incorporated by reference to an attachment hereto.]

Pursuant to section 190.006(2)(b), Florida Statutes (2017), a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto.

TOTAL NUMBER OF AUTHORIZED VOTES: _____

Please note that each eligible acre of land or fraction thereof is entitled to only one vote, for example, a husband and wife are together entitled to only one vote per their residence if it is located on one acre or less of real property.

If the Legal Owner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto. (e.g. bylaws, corporate resolution, etc.)

SAMPLE BALLOT

BALLOT # _____

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT
LANDOWNERS' MEETING
ELECTION OF BOARD SUPERVISORS**

NOVEMBER 9, 2017

The undersigned certifies that he/she is the owner (___) **or** duly authorized **representative of lawful proxy of an owner** (___) of land (real property) within the **Keys Edge Community Development District,** constituting acre(s)/unit(s)/lot(s) and hereby casts up to the corresponding number of his/her vote(s) for the following candidate/candidates to hold the above-named open Board position(s):

Name of Candidate

Number of Votes

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

{The two (2) candidates receiving the highest number of votes shall be elected for a four (4) year term each; the candidate receiving the next highest number of votes shall be elected for a two (2) year term.}

Signature: _____

Printed Name: _____

Street Address or Tax Parcel Id Number for your Real Property:

DEVELOPER'S FUNDING AGREEMENT
(Fiscal Year 2017-2018)

This Agreement is made and entered into this ____ day of _____, 2017 (the "Effective Date"), by and between:

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes, being situated in Florida City, Miami-Dade County, Florida, and whose mailing address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

GREC HOMES, IX, LLC, a Florida limited liability company, the primary developer of lands within the boundaries of the District, whose address is 8500 S.W. 8th Street, Suite 228, Miami, Florida 33144, and its successors and assigns (referred to herein as the "Developer").

RECITALS

WHEREAS, the Developer owns or controls all lands within the District; and

WHEREAS, the District pursuant to the responsibilities and authorities vested in it by Chapter 190, Florida Statutes, desires to proceed with the discharge of its duties, including but not limited to its administrative and legal functions and its preparations to acquire, construct and deliver certain community development services, facilities, and improvements to serve the District, including without limitation certain water distribution and sanitary sewer collection and transmission systems and facilities, a stormwater management system, roads and roadway improvements, and related improvements, all as such services, facilities, and improvements are more specifically described in the plans and specifications on file at the offices of the District (collectively referred to hereafter as "Improvements"); and

WHEREAS, the Developer recognizes that in the District's discharging of said duties and responsibilities, certain benefits will accrue to the land; and

WHEREAS, the Developer is agreeable to funding the operations of the District as called for in the annual fiscal year budget approved by the Board of Supervisors as governing body of the District (herein the "Budget"), which is attached and made a part hereof as Exhibit "A", as such Budget may be amended from time to time for the fiscal year that it covers; and

WHEREAS, the Developer agrees and acknowledges that this Agreement shall be binding upon its heirs, executors, receivers, trustees, successors and assigns.

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

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

2. Developer agrees to make available to the District the moneys necessary for the operation of the District during all or a portion of the fiscal year as called for in the Budget, monthly, within fifteen (15) days of written request by the District. The funds shall be placed in the District's general checking account. These payments are made in lieu of taxes, fees or assessments that might otherwise be levied or imposed by the District.

3. The parties hereto recognize that payments not part of the Budget may be made by the Developer to the District, or on behalf of the District, in connection with the Improvements set forth in the report of the District Engineer which are to be financed with the special assessment bonds, in one or more series (the "Bonds") and as such, the payments may be considered to be reimbursable advances. The District agrees to use best efforts such that upon the issuance of its Bonds that there will be included an amount sufficient to repay the Developer for the payments advanced to the District by the Developer prior to the issuance of the Bonds in accordance with this Agreement and in connection with the cost of the Improvements. Such repayment shall be made within a reasonable period of time following the issuance of the Bonds. The parties further agree that any repayments will not include any interest charge.

4. Developer shall make available to the District the moneys necessary for any and all maintenance, repair, reconstruction, and replacement of the District's Improvements arising during the fiscal year covered by the Budget, as set forth in the Budget, as such Budget may be amended from time to time.

5. This instrument constitutes the entire agreement between the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only in writing which is executed by both of the parties hereto.

6. The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

7. A default by either party under the Agreement shall entitle the other to all remedies available at law or in equity, which shall include but not be limited to the right of damages, injunctive relief and specific performance and specifically include the ability of the District to enforce any and all payment obligations under this Agreement through the imposition and enforcement of a contractual or other lien on property owned by the Developer.

8. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorney's fees and costs for trial, alternate dispute resolution, or appellate proceedings.

9. This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

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

11. This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

12. This Agreement, or any monies to become due hereunder, may be assigned, provided that the assigning party first obtains the prior written consent of the other party, which consent shall not unreasonably be withheld.

13. The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Developer and District, their heirs, executors, receivers, trustees, successors and assigns.

14. Whenever used the singular number shall include the plural, the plural the singular; the use of any gender shall include all genders, as the context requires; and the disjunctive shall be construed as the conjunctive, the conjunctive as the disjunctive, as the context requires.

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

IN WITNESS WHEREOF, the parties hereto execute this Agreement and further agree that it shall take effect as of the Effective Date first above written.

Attest:

**KEYS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as Chairperson/Vice Chairperson of the Board of Supervisors for **KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public
Commission:

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as Secretary/Assistant Secretary of the Board of Supervisors for **KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to his or her best knowledge.

[SEAL]

Notary Public
Commission:

GREC HOMES IX, LLC, a Florida limited liability company

Witnesses:

By: Grec Homes, IX, Inc. a Florida Corporation, as Manger

Print Name

By: _____
Print Name: _____
Title: _____

Print Name

____ day of _____, 2017.

(CORPORATE SEAL)

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of **GREC HOMES IX, INC.**, a Florida corporation as Manager of **GREC HOMES IX, LLC**. He or she is personally known to me or has produced _____ as identification and who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

Notary Public
Commission:

Exhibit "A" - Budget