# KEYS EDGE
# COMMUNITY DEVELOPMENT DISTRICT

## MIAMI-DADE COUNTY
## REGULAR BOARD MEETING
## OCTOBER 28, 2026
## 3:00 P.M.

**Special District Services, Inc.**
**8785 SW 165th Avenue, Suite 200**
**Miami, FL 33193**

**www.keysedgecdd.org**
**786.347.2700 ext. 2027 Telephone**
**877.SDS.4922 Toll Free**
**561.630.4923 Facsimile**

**AGENDA**
**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**
Kendall Executive Center
8785 SW 165th Avenue, Suite 200
Miami, Florida 33193
**REGULAR BOARD MEETING**
October 28, 2026
3:00 p.m.

A. Call to Order

B. Proof of Publication……Page 1

C. Consider Resignations and Appointments to Board Vacancies

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

E. Establish Quorum

F. Election of Officers

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

G. Additions or Deletions to Agenda

H. Comments from the Public for Items Not on the Agenda

I. Approval of Minutes

1. August 26, 2026 Regular Board Meeting & Public Hearing……...Page 2

J. Old Business

1. Staff Report, as Required

K. New Business

1. Consider First Amendment to Acquisition Agreement (Assessment Area Three)…….Page 6
2. Consider Assignment and Assumption Agreement (Trans Florida Development Corp.)……..Page 14
3. Consider Resolution No. 2026-07 – Adopting a Fiscal Year 2025/2026 Amended Budget……..Page 26
4. Consider Resolution No. 2026-08 – Goals and Objectives Annual Report……Page 33
5. Consider Stormwater System O&M Plan (Flora Subdivision)...…….....Page 37
6. Consider Certification of Financial Capability for Perpetual O&M Entities (Flora Subdivision)..Page 52

L. Administrative & Operational Matters

M. Board Member & Staff Closing Comments

N. Adjourn

Publication Date
2026-10-16

Subcategory
Miscellaneous Notices

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2026/2027
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 Kendall Executive Center located at 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193 at 3:00 p.m. on the following dates:

October 28, 2026
January 27, 2027
February 24, 2027
March 24, 2027
April 28, 2027
May 26, 2027
June 23, 2027
July 28, 2027
August 25, 2027
September 22, 2027

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 nnguyen@sdsinc.org 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 ensure 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 nnguyen@sdsinc.org 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
IPL0381529
Oct 16 2026

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**
**REGULAR BOARD MEETING & PUBLIC HEARING**
**AUGUST 26, 2026**

## A. CALL TO ORDER

District Manager Nancy Nguyen called the August 26, 2026, Regular Board Meeting of Keys Edge Community Development District (the "District") to order at 3:02 p.m. in the Hampton Inn & Suites – Homestead, 1st Floor Conference Room (Reef I Board Room) located at 2855 NE 9th Street, Homestead, Florida 33033.

## B. PROOF OF PUBLICATION

Ms. Nguyen presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Herald* on August 6, 2026, and August 13, 2026, as legally required.

## C. ESTABLISH A QUORUM

Ms. Nguyen determined that the attendance of Chairman Ronald Fields, and Supervisors Jose Iglesias and Yadira Cabus constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance included: District Manager Nancy Nguyen of Special District Services, Inc., and General Counsel Ginger Wald of Billing Cochran, 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 no comments from the public for items not on the agenda.

## F. APPROVAL OF MINUTES

### 1. August 12, 2026, Special Board Meeting

Ms. Nguyen presented the minutes of the August 12, 2026, Special Board Meeting and asked if there were any changes and/or corrections.

There being no changes, a **motion** was made by Mr. Fields, seconded by Mr. Iglesias and unanimously passed approving the minutes of the August 12, 2026, Special Board Meeting, as presented.

**NOTE:** At approximately 3:04 p.m., Ms. Nguyen recessed the Regular Meeting and simultaneously opened the Public Hearing.

## G. PUBLIC HEARING

### 1. Proof of Publication

Ms. Nguyen presented proof of publication that notice of the Public Hearing had been published in the *Miami Herald* on August 6, 2026, and August 13, 2026, as legally required.

**2. Receive Public Comments on Fiscal Year 2026/2027 Final Budget**

Ms. Nguyen opened the public comment portion of the Public Hearing to receive comments on the 2026/2027 fiscal year final budget and non-ad valorem special assessments. There being no comments, Ms. Nguyen closed the public comment portion of the Public Hearing.

**3. Consider Resolution No. 2026-05 – Adopting a Fiscal Year 2026/2027 Final Budget**

Ms. Nguyen presented Resolution No. 2026-05, entitled:

**RESOLUTION NO. 2026-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT APPROVING AND ADOPTING A FISCAL YEAR 2026/2027 FINAL BUDGET PURSUANT TO CHAPTER 190, *FLORIDA STATUTES;* AND PROVIDING AN EFFECTIVE DATE.**

Ms. Nguyen stated that the document provides for approving and adopting the fiscal year 2026/2027 final budget and the non-ad valorem special assessment tax roll. A discussion ensued after which:

A **motion** was made by Mr. Fields, seconded by Mr. Iglesias and unanimously passed approving and adopting Resolution No. 2026-05, as presented; thereby setting the 2026/2027 final budget and non-ad valorem special assessment tax roll.

**NOTE:** At approximately 3:05 p.m., Ms. Nguyen closed the Public Hearing and simultaneously reconvened the Regular Meeting.

## H. OLD BUSINESS

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

## I. NEW BUSINESS

**1. Consider Revised Second Supplemental Engineer's Report (Assessment Area Three)**

Ms. Nguyen stated that Second Supplemental Engineer's Report (the "Report"), previously accepted by the Board on August 12, 2026, was revised to remove the mobility impact fees from the report. Ms. Nguyen presented the revised report for review.

A **motion** was made by Mr. Fields, seconded by Mr. Iglesias and unanimously passed accepting the revised Keys Edge Community Development District Second Supplemental Engineer's Report.

2. **Acquisition Agreement (Assessment Area Three)**

Ms. Nguyen presented copies of the Acquisition Agreement, Collateral Assignment and Assumption of Development, Completion Agreement, Lien of Record, and True-Up Agreement for Assessment Area Three. A discussion ensued, after which:

A **motion** was made by Mr. Fields, seconded by Mr. Iglesias and unanimously passed approving the Acquisition Agreement, Collateral Assignment and Assumption of Development, Completion Agreement, Lien of Record, and True-Up Agreement for Assessment Area Three, in substantial final form.

3. **Collateral Assignment and Assumption (Assessment Area Three)**

This item was previously discussed during Item I.2.

4. **Completion Agreement (Assessment Area Three)**

This item was previously discussed during Item I.2.

5. **Lien of Record (Assessment Area Three)**

This item was previously discussed during Item I.2.

6. **True-Up Agreement (Assessment Area Three)**

This item was previously discussed during Item I.2.

7. **Consider Resolution No. 2026-06 – Adopting a Fiscal Year 2026/2027 Meeting Schedule**

Ms. Nguyen presented Resolution No. 2026-06, entitled:

**RESOLUTION NO. 2026-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2026/2027 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.**

Ms. Nguyen provided an explanation for the document. A discussion ensued after which:

A **motion** was made by Mr. Fields, seconded by Mr. Iglesias and unanimously passed approving and adopting Resolution No. 2026-04, designating the Kendall Executive Center Second Floor Conference Room located at 8785 SW 165 Avenue, Suite 200, Miami, Florida 33193 as the meeting location, with meetings to commence at 3:00 p.m.; thereby setting the 2026/2027 regular meeting schedule and authorizing the publication of the annual meeting schedule, as required by law.

**J. ADMINISTRATIVE & OPERATIONAL MATTERS**

1. **Staff Report, as Required**

The Board Members were reminded to complete their required 4-hours of ethics training by December 31, 2026.

## K. BOARD MEMBER & STAFF CLOSING COMMENTS

There were no Board Member closing comments.

## L. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Fields, seconded by Mr. Iglesias and unanimously passed adjourning the Regular Board Meeting at approximately 3:08 p.m.

_____ _____

Secretary/Assistant Secretary Chairperson/Vice Chairperson

**FIRST AMENDMENT TO ACQUISITION AGREEMENT**
**(Assessment Area Three)**

This First Amendment to Acquisition Agreement (the "Amendment") is made and entered into as of this _____ day of _____, 2026 (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 the City of Florida City in Miami-Dade County, Florida, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

**AUDAX LAND FLORA LLC**, a Florida limited liability company, the owner and primary developer of certain lands within the District, whose principal address is 7310 SW 78 Court, Miami, Florida 33143, and its successors, successors-in-title, and assigns (the "Developer").

**RECITALS**

**WHEREAS**, the District and Developer entered into an Acquisition Agreement, dated September 17, 2026 (the "Agreement"), providing for the completion and conveyance of certain public infrastructure improvements constituting the Assessment Area Three Project, as defined therein; and

**WHEREAS**, on September 17, 2026, the District issued its $9,945,000 Keys Edge Community Development District Special Assessment Bonds, Series 2026 (Assessment Area Three Project (the "Series 2026 Bonds"), to finance the cost of acquiring the Assessment Area Three Project and/or acquisition of the Developer's rights or interest in the Assessment Area Three Project; and

**WHEREAS**, in lieu of the conveyance of the Developer's rights or interest in the Improvements constructed and/or installed by the Developer, the Developer may also elect to assign or partially assign to the District or provide for the assignment or partial assignment to the District, subject to the terms and conditions set forth herein, certain contracts, licenses and permits relating to the construction and/or installation of the Assessment Area Three Project (the "Contract Rights"), which Contract Rights are listed in Exhibit A-1 attached hereto, inclusive of all designs, plans and specifications relating to the Assessment Area Three Project, prepared by, or on behalf of, the Developer (the "Plans"); and

**WHEREAS**, the District has determined that it is in the best interests of the District to enter into this Amendment, to provide for the assignment of the Contract Rights for the construction and installation of the Assessment Area Three Project or a portion thereof; and

**WHEREAS**, without modifying any of the obligations or duties of the Developer to complete the Assessment Area Three Project pursuant to the Agreement and the Completion

Agreement, dated September 17, 2026 between the Developer and the District (the "Completion Agreement"), the District and the Developer have determined that it is in their respective best interests to provide for the assignment of certain Contract Rights as provided herein; and

**WHEREAS**, the District and the Developer have each determined that this Amendment does not have the effect of materially amending the Agreement in a manner that has the effect of reducing the total annual debt service revenue collected or to be collected for the Series 2026 Bonds or which lessens the Developer's obligations under the Agreement to complete the Assessment Area Three Project as provided therein.

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained, and for Ten and no/100ths ($10.00) Dollars and other good and valuable consideration from the District to the Developer, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

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

**SECTION 2.** The following provisions governing the conveyance and acquisition of the Contract Rights are hereby added to the Agreement:

**A. ASSIGNMENT OF CONTRACT RIGHTS.** Developer hereby agrees to sell and assign or provide for the assignment to District, and District hereby agrees to purchase and take assignment of, the Contract Rights and all of Developer's rights, title and interest in, to, and under any contracts, agreements, understandings, permits and licenses relating to the Assessment Area Three Project for performance of the work contemplated by the Contract Rights. The Contract Rights, as listed in Exhibit A-1, include all contracts for materials, construction, service, design, and maintenance and any other contracts, insurance, bonds, undertakings, agreements and understandings relating to the financing, funding, planning, acquisition, design, construction, reconstruction, equipping, installation, and maintenance of the Assessment Area Three Project, and certain easements or other interests in property related to the Assessment Area Project. The Contract Rights further include the Plans (i.e., all designs, plans and specifications relating to the Assessment Area Three Project, prepared by, or on behalf of, the Developer), as well as all tests, records, licenses, permits, authorizations, and choses in action obtained by or on behalf of the Developer, including those obtained from any federal, state, or local governmental entity, relating to the Assessment Area Three Project and the property upon which such Assessment Area Three Project will be, or have been, funded, planned, acquired, constructed, reconstructed, equipped, installed, or maintained. The parties contemplate the assignment of Contract Rights with the issuance of the Series 2026 Bonds, consistent with proceeds made available to the District from such issuance of Series 2026 Bonds to fund the portion of the Assessment Area Three Project addressed and defined in the documents pertaining to such Series 2026 Bonds.

A.1 As a condition of the District accepting an assignment of the Contract Rights, the Engineer shall certify that the cost of the work contemplated by the Contract Rights being assigned does not exceed the Engineer's estimated value of the portion of the Assessment Area Three Project to be constructed pursuant to the Contract Rights, when such Work thereunder are completed in accordance with the Plans. The instrument of assignment of Contract Rights shall be in a form reasonable satisfactory to the District and shall assign all of Developer's interests in the Contract Rights, and Developer shall present and warrant that Developer has the right and power to assign the Contract Rights to the District, has received all required consents to effect such assignment, and that said instrument fully effects an assignment of the Contract Rights. It is understood that if the assignment of Contract Rights is not severable between the Assessment Area Three Project and non-public infrastructure, only the Assessment Area Three Project with respect to such Contract Rights shall be the obligation of the District. The District shall have no responsibility for costs attributable to non-Assessment Area Three Project improvements.

A.2 The District shall pay the Developer for the assignment of the Contract Rights to the District an amount equal to all sums paid by or on behalf of the Developer under the Contract Rights through the date of assumption by the District, which consideration the parties agree is sufficient for such Contract Rights, and that there shall be no additional monetary consideration paid by the District to the Developer in exchange for assignment of the Contract Rights pursuant to this Agreement. As a condition of payment by the District to the Developer for the Contract Rights, the Engineer shall first certify that any and all sums paid by or on behalf of the Developer under the Contract Rights were for the performance of work that is related to the Assessment Area Three Project and, that the Improvements related to such payments have been completed in accordance with the Plans and are in good condition and repair, and that any and all such payments by the District do not exceed the lesser of (i) the actual sums paid by or on behalf of the Developer under the Contract Rights for construction of Assessment Area Three Project related to such payments, or (ii) the Engineer's estimate of the value of the Assessment Area Three Project related to such sums paid by or on behalf of the Developer in accordance with the terms of the Contract Rights. In no event shall the District pay the Developer pursuant to this provision for work completed on the Assessment Area Three Project which the District acquires from the Developer pursuant to Section 4 of the Amendment.

A.3 By approval and execution of this Amendment on behalf of the District, the proper district officials are hereby authorized to execute on behalf of the District such instruments of assignment and other

documentation as may be necessary to effectuate the conveyance of the Contract Rights in accordance with the terms of this Agreement.

A.4 The parties to this Amendment shall enter into temporary construction easements over each other's lands, as necessary, for the completion of the Assessment Area Three Project, as determined by the District Engineer of the District.

A.5 From available proceeds of the Series 2026 Bonds and in accordance with the Indenture and the Agreement, the District shall cause the work contemplated by the assigned Contract Rights to be performed and completed and shall enter into such other contracts as are necessary to complete the portion of the Assessment Area Three Project contemplated by the assigned Contract Rights. To the extent that available proceeds of the Series 2026 Bonds are not sufficient to complete the work contemplated by the assigned Contract Rights, as certified in writing by the District Engineer (which certification shall state the amount of the shortfall and the basis for its calculation, and shall accompany the District's demand), the Developer shall pay to the District within ten (10) business days from demand by the District, the amount of the shortfall so certified by the District Engineer (the "Shortfall Amount"). Notwithstanding anything to the contrary in Section 3 of this Amendment, any Shortfall Amount funded by the Developer may be reimbursed to the Developer, solely to the extent of legally available funds, including (i) the proceeds of any future series of bonds issued by the District that may lawfully be applied to the Assessment Area Three Project, and/or (ii) any moneys remaining in any fund or account established under the Indenture for the Series 2026 Bonds after completion of the Assessment Area Three Project, in each case in accordance with the terms of the applicable indenture.

A.6 The acquisition of the Developer's rights or interest in any portion or all of the Contract Rights by the District and District's payment for same shall be in accordance with the terms of this Amendment and applicable provisions of the Indenture**,** which are specifically incorporated herein by reference and made a part hereof.

**SECTION 3.** Nothing in this Amendment shall be construed to have any impact or effect on the Developer completion obligations set forth in the Agreement, the Completion Agreement, and elsewhere in the documents entered into in connection with the issuance of the Series 2026 Bonds. Nothing in this Amendment shall obligate the District to make additional payments to the Developer in the event that there are not sufficient funds available to the District from the proceeds of the Series 2026 Bonds to pay for the Assessment Area Three Project, including the Contract Rights.

**SECTION 4.** In all other respects the original Acquisition Agreement between the parties, dated September 17, 2026, and any preceding amendments not in conflict herewith are hereby

ratified, reaffirmed and shall remain in full force and effect as provided by their terms.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**

Witnesses:

_____ By: _____

_____ Print name: _____
Print Name Chairman/Vice Chairman
Board of Supervisors

_____ Attest: _____
Nancy Nguyen, Secretary

_____
Print Name

_____ day of _____, 2026

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [_____] physical presence or [_____] online notarization, this ____ day of _____, 2026, by _____, as Chairman/Vice-Chairman of the Board of Supervisors of the **KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT,** who is personally known and/or produced _____ as identification.

[SEAL]

_____
Notary Public
Commission Expires: _____

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [_____] physical presence or [_____] online notarization, this _____ day of _____, 2026, by Nancy Nguyen, as Secretary of the **KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known to me or has produced _____ as identification.

[SEAL]

_____
Notary Public
Commission Expires: _____

**AUDAX LAND FLORA LLC**, a Florida limited liability company

Witnesses:

_____ By: _____
Javier A. Melo, Manager

_____
Print Name

_____ _____ day of _____, 2026

_____
Print Name

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of _____, 2026, by Javier A. Melo, as Manager of **AUDAX LAND FLORA LLC**, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

_____
Notary Public
Commission Expires:

## EXHIBIT A-1

## CONTRACT RIGHTS

1. Contractor Agreement between Developer and Trans Florida Development Corp., for the Flora Subdivision Improvements, dated May 15, 2026, and amendments and change orders thereto (collectively, the "Contract"). This Contract, initially, shall be assigned by Developer to District with respect to and to the extent it pertains to the Assessment Area Three Project only and to the extent the work under such Contract has been identified by the District Engineer of the District as Assessment Area Three Project Costs, in accordance with the Engineer's Report and Acquisition Agreement between the Keys Edge Community Development District and Audax Land Flora LLC, dated September 17, 2026, as amended by the First Amendment to Acquisition Agreement, dated _____, 2026 (collectively, the "Agreement").

2. Any and all licenses and permits necessary to construct the Work (as defined in the Agreement) relating to the construction of the Assessment Area Three Project, and which pertain to the Contract Rights assigned pursuant to the Agreement.

The Contract Rights listed above are hereby incorporated into and by reference made a part of the Agreement. The references to the Assessment Area Three Project or the Improvements shall be as defined in said Agreement and in the Engineer's Report, as the same may be amended from time to time by the District.

**ASSIGNMENT AND ASSUMPTION AGREEMENT**
**(Trans Florida Development Corp.)**

This Assignment and Assumption Agreement (the "Assignment") is made and entered into this _____ day of _____, 2026 (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 the City of Florida City in Miami-Dade County, Florida, and whose mailing address is c/o Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the "District"); and

**AUDAX LAND FLORA LLC**, a Florida limited liability company, the owner and primary developer of certain lands within the District, whose principal address is 7310 SW 78 Court, Miami, Florida 33143, and its successors, successors-in-title, and assigns (the "Developer").

**NOW, THEREFORE,** in consideration of the mutual covenants herein contained, and for Ten and no/100ths ($10.00) Dollars and other good and valuable consideration from the District to the Developer, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions hereof, the parties agree as follows:

1. Assignment. The Developer hereby sells and partially assigns to the District any and all of its right title and interest in and to the portion of the Contractor Agreement between the Developer and Trans Florida Development Corp. ("Trans Florida") for the Flora Subdivision Improvements, dated May 15, 2026 and amendments and other change orders thereto, within the scope of work of the District's public infrastructure project for District's Assessment Area Three (the "Project"), as set forth in **Exhibit A**, attached hereto and made a part hereof, together with any and all change orders, amendments, or modifications thereto, and which project is more particularly described in the First Amendment to the Acquisition Agreement between the District and Developer, dated _____, 2026 (the "Acquisition Agreement") and in the Engineer's Report for Keys Edge Community Development District, dated August 12, 2026, revised on August 18, 2026 for Assessment Area Three, prepared by Alvarez Engineers, Inc., as may be further amended or supplemented from time to time (collectively, the "Engineer's Report"). Such assignment further includes, to the extent capable of being assigned (a) all plans, specifications and other design and construction documents relating thereto; (b) all tests, records, licenses, permits, and authorizations obtained by or on behalf of the Developer, including those obtained from any federal, state, or local governmental entity relating to the assigned contract, to the public infrastructure improvements constituting the Project or to the lands upon which said improvements are to be designed, constructed, serviced, operated or maintained; (c) all bonds, guarantees, warranties and other undertakings covering the quality or performance of the work or the quality of the materials required by the assigned contract (such assigned contract and related rights to be referred to collectively herein as the "Contract Rights"). The District hereby assumes all the rights, benefits, responsibilities and obligations of Developer under the assigned Contract Rights.

2. Assumption. The District hereby accepts the foregoing partial assignment and, in consideration thereof, as of the Effective Date, to the fullest extent permitted by law, the District assumes and agrees to perform all obligations of the Developer under the partially assigned Contract Rights that accrue or arise on or after the Effective Date for the Project within the scope of this Assignment. The District shall reimburse the Developer from available proceeds of the Keys Edge Community Development District Special Assessment Bonds, Series 2026 (Assessment Area Three) (the "Series 2026 Bonds"), for those amounts paid by Developer to Trans Florida for on behalf of the District's Project pursuant to the Contract Rights hereby assigned to the District. The District does not assume any obligation to pay sales tax. Upon the Effective Date of this Assignment and provided funding is available to the District from the Series 2026 Bonds, the Developer is conditionally released from the obligations under said Contract Rights that arise after the Effective Date; however, nothing herein shall be construed to release the Developer from any obligation, by agreement or otherwise, to complete the Project and the work under the Contract Rights pursuant to the obligations of the Developer as provided in the Acquisition Agreement, dated September 17, 2026, as amended pursuant to the First Amendment to Acquisition Agreement, dated _____, 2026, ("Acquisition Agreement") and the Completion Agreement dated September 17, 2026, by and among the District and Developer (the "Completion Agreement"), and from any assigned Contract Rights that arose before the Effective Date. Nothing herein shall be construed as a waiver by the District of the completion obligations set forth herein, in the Acquisition Agreement, and in the Completion Agreement.

3. Scope. The District accepts the portion of the Contract Rights constituting the Project, as set forth in the Engineer's Report, and as determined to be CDD-eligible costs under the Project by the District Engineer, more specifically described and set forth in **Exhibit A**.

4. Interpretation. Except as set forth below, nothing in this Assignment shall be construed as altering the terms of the Acquisition Agreement, as amended. To the extent that payment or conveyances have become due under said Acquisition Agreement, and subject to the certifications, warranties, and other terms and conditions set forth therein, both the Developer and the District agree to fully perform under said Acquisition Agreement. Nothing in this Assignment shall be interpreted or construed as a waiver of any Developer obligation to complete the Project, as such term is defined in the Acquisition Agreement or the Completion Agreement.

5. Third-Party Consents. Prior to any reimbursement to Developer in accordance with the Acquisition Agreement and Section 2 of this Assignment for work performed pursuant to a contract assigned hereunder, a third-party consent prepared in substantially the same form as attached hereto as **Exhibit B** and approved by District Counsel shall be executed by the Contractor and consent of the surety in substantially the same form as attached hereto as **Exhibit C**.

6. Authority. Each person executing this Assignment on behalf of its respective party represents and warrants that they have the authority to execute and deliver this Assignment on behalf of their respective company, corporation, or entity.

7. Miscellaneous. This Assignment shall be governed and interpreted in accordance with the laws of the State of Florida. This Assignment shall be binding upon each of the parties

hereto and their permitted successors and assigns. This Assignment may be executed in multiple counterparts, each of which shall be deemed an original and all of which when taken together shall constitute a single instrument. Any capitalized term in this Assignment (and the exhibits thereto) that is not otherwise defined herein shall have the meaning set forth in the Acquisition Agreement between the parties and of equal date herewith.

8. By executing the consent to this Assignment, Contractor agrees to furnish Payment and Performance Bonds, by appropriate rider, naming the District, on a form reasonably acceptable to such parties.

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**IN WITNESS WHEREOF**, the parties hereto have executed this Assignment, effective as of the date first above written.

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**

Witnesses:

_____ By: _____

_____ Print name: _____
Print Name Chairman/Vice Chairman
Board of Supervisors

_____ Attest: _____
Nancy Nguyen, Secretary

_____
Print Name

_____ day of _____, 2026

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [_____] physical presence or [_____] online notarization, this ____ day of _____, 2026, by _____, as Chairman/Vice-Chairman of the Board of Supervisors of the **KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT,** who is personally known and/or produced _____ as identification.

[SEAL]

_____
Notary Public
Commission Expires: _____

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [_____] physical presence or [_____] online notarization, this _____ day of _____, 2026, by Nancy Nguyen, as Secretary of the **KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**, who is personally known to me or has produced _____ as identification.

[SEAL]

_____
Notary Public
Commission Expires: _____

**AUDAX LAND FLORA LLC**, a Florida limited liability company

Witnesses:

_____ By: _____
Javier A. Melo, Manager

_____
Print Name

_____ _____ day of _____, 2026

_____
Print Name

STATE OF FLORIDA }
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization, this _____ day of _____, 2026, by Javier A. Melo, as Manager of **AUDAX LAND FLORA LLC**, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

_____
Notary Public

## Exhibit A – Contract Rights

Those portions of the certain contract by and between **AUDAX LAND FLORA LLC**, a Florida limited liability company (the "Developer"), and Trans Florida Development Corp. (the "Contractor"), within the scope of the District's Assessment Area Three Project, as more fully described in the Engineer's Report for Keys Edge Community Development District, dated August 12, 2026, as revised on August 18, 2026, for Assessment Area Three, prepared by Alvarez Engineers, Inc. (the "Engineer's Report"), as it may be amended and supplemented as follows:

> Assignment of Contractor Agreement between the Developer and Contractor, dated May 15, 2026 and amendments and other change orders thereto. This contract shall be partially assigned by Developer to District with respect to and only to the extent it pertains to the Assessment Area Three Project for Keys Edge Community Development District, as this term is defined in this Assignment.

This contract above shall be partially assigned by Developer to District with respect to CDD-cost or CDD-related items only, as set forth in the Engineer's Report and the Acquisition Agreement.

## Exhibit B - Third Party Consent

**Assigned Contract Rights:**

> Assignment of Contractor Agreement between Developer and Contractor, for the Flora Subdivision Improvements, dated May 15, 2026, and amendments and change orders thereto as it pertains to Keys Edge Community Development District Assessment Area Three Project.

The undersigned, party to the above-described contract, hereby consents to the partial assignment of such assigned Contract Rights as set forth in the preceding **Exhibit A** by Developer to Keys Edge Community Development District (the "District"), to the District's assumption of the rights, benefits, responsibilities and obligations of Developer under such contract constituting the Contract Rights pertaining to the District's public infrastructure Assessment Area Three Project (the "Project"), and hereby releasing the Developer from the obligations and liabilities under the above contract with respect to the Contract Rights pertaining to the Project only.

The Contractor further agrees to an amendment to the above contract, with respect to the assigned Contract Rights only, as follows:

I. **Public Records.**

A. Contractor shall, pursuant to and in accordance with Section 119.0701, Florida Statutes, comply with the public records laws of the State of Florida, and specifically shall:

1. Keep and maintain public records required by the District to perform the services or work set forth in this Agreement; and

2. Upon the request of the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; and

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Contractor does not transfer the records to the District; and

4. Upon completion of the Agreement, transfer, at no cost to the District, all public records in possession of the Contractor or keep and maintain public records required by the District to perform the service or work provided for in this Agreement. If the Contractor transfers all public records to the District upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt

from public disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

B. Contractor acknowledges that any requests to inspect or copy public records relating to this Agreement must be made directly to the District pursuant to Section 119.0701(3), Florida Statutes. If notified by the District of a public records request for records not in the possession of the District but in possession of the Contractor, the Contractor shall provide such records to the District or allow the records to be inspected or copied within a reasonable time. Contractor acknowledges that should Contractor fail to provide the public records to the District within a reasonable time, Contractor may be subject to penalties pursuant to Section 119.10, Florida Statutes.

C. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT/CONTRACT, THE CONSULTANT MAY CONTACT THE CUSTODIAN OF PUBLIC RECORDS FOR THE DISTRICT AT:**

**SPECIAL DISTRICT SERVICES, INC.**
**2501A BURNS ROAD**
**PALM BEACH GARDENS, FLORIDA 33410**
**TELEPHONE: 561-630-4922**
**EMAIL: BBARBA@SDSINC.ORG**

II. **E-Verify**. Contractor, on behalf of itself and its contractors, hereby warrants compliance with all federal immigration laws and regulations applicable to their employees. Contractor further agrees that the District is a public employer subject to the E-Verify requirements provided in Section 448.095, Florida Statutes, and such provisions of said statute are applicable to this Agreement, including, but not limited to registration with and use of the E-Verify system. If the District has a good faith belief that the Contractor has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the Attorney General of the United States for employment under this Agreement, the District shall terminate this Agreement. If the District has a good faith belief that a contractor of the Contractor performing work under this Agreement has knowingly hired, recruited, or referred an alien that is not duly authorized to work by the federal immigration laws or the

Attorney General of the United States for employment under this Agreement, the District promptly notify the Contractor and order the Contractor to immediately terminate its contract with the contractor. Contractor shall be liable for any additional costs incurred by the District as a result of the termination of any contract, including this Agreement, based on Contractor's failure to comply with the E-Verify requirements referenced in this Section.

III. **Scrutinized Companies**. Contractor hereby certifies that as of the date below Contractor is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes, Contractor further certifies that:

A. Contractor is not on the Scrutinized Company that Boycott Israel List and is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner. Furthermore, Contractor was not on the Scrutinized Companies that Boycott Israel List and was not participating in a boycott of Israel at the time of bidding on or submitting a proposal for this Agreement.

B. For agreements of one million dollars or more, at the time of bidding on, submitting a proposal for, or entering into this Agreement:

1. Contractor does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:

    i. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or

    ii. Have a material business relationship involving the supply of military equipment, or

    iii. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or

    iv. Have been complicit in the genocidal campaign in Darfur.

2. Contractor does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:

    i. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or

ii. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.

3. Contractor is not engaged in business operations in Cuba or Syria.

Contractor understands that this Agreement may be terminated at the option of the District if Contractor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, or, if this Agreement is for one million dollars or more, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, been engaged in business operations in Cuba or Syria, or found to have submitted a false certification pursuant to this paragraph herein or Section 287.135(5), Florida Statutes.

IV. **Convicted Vendor List**. Contractor hereby certifies that neither Contractor nor any of its affiliates are currently on the Convicted Vendor List maintained pursuant to Section 287.133, Florida Statutes. Pursuant to Section 287.133(2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

V. **Anti-Human Trafficking Affidavit**. Contractor shall provide the District with an affidavit executed by an officer or a representative of the Contractor under penalty of perjury attesting that the Contractor does not use coercion for labor or services as defined in Section 787.06(14), Florida Statutes.

The person executing this consent on behalf of its company, corporation, or other entity, represents and warrants that they have the authority to execute and deliver this consent on behalf of their respective company, corporation or other entity.

**TRANS FLORIDA DEVELOPMENT CORP.,** a Florida corporation

By:_ _____
Name: _____
Title:_____

Date: _____, 2026

## Exhibit C - Surety Consent

**Project:** **Flora Subdivision Improvements (Keys Edge Community Development District - Assessment Area Three Project)**

**Contracts:**

Partial Assignment of Contractor Agreement between Developer and Trans Florida Development Corp., for the Flora Subdivision Improvements, dated May 15, 2026 (the "Contract"), and amendments and other change orders thereto.

**Obligor:**_____

The undersigned hereby consents to the above-described contract and hereby agrees to the assignment of such Contract Rights as set forth in the preceding **Exhibit A** by Keys Edge Community Development District. The undersigned further agrees that its Performance Bond and Payment Bonds, together with any riders attached thereto, issued in connection with the above-described assigned Agreement shall remain in full force and effect. The undersigned recognizes Keys Edge Community Development District as the "Owner" and co-obligee under the bonds in substitution of Developer with respect to the Contract Rights.

_____

By: _____

Name: _____

Title: _____

Date: _____, 2026

**Attach Power-of-Attorney or other evidence of due authorization**

**RESOLUTION NO. 2026-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2025/2026 BUDGET ("AMENDED BUDGET"), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Supervisors (the "Board") of the Keys Edge Community Development District (the "District") is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

**WHEREAS**, the District has prepared for consideration and approval an Amended Budget.

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

**Section 1.** The Amended Budget for Fiscal Year 2025/2026 attached hereto as Exhibit "A" is hereby approved and adopted by Board.

**Section 2.** The Secretary/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 BECOMES EFFECTIVE** this 28th day of October, 2026.

**ATTEST:**

**KEYS EDGE**
**COMMUNITY DEVELOPMENT DISTRICT**

By:_____
Secretary/Assistant Secretary

By:_____
Chair/Vice Chair

# Keys Edge
# Community Development District

## Amended Final Budget For
## Fiscal Year 2025/2026
## October 1, 2025 - September 30, 2026

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# AMENDED FINAL BUDGET
## KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT
## OPERATING FUND
## FISCAL YEAR 2025/2026
## OCTOBER 1, 2025 - SEPTEMBER 30, 2026

| REVENUES | FISCAL YEAR 2025/2026 BUDGET 10/1/25 - 9/30/26 | AMENDED FINAL BUDGET 10/1/25 - 9/30/26 | YEAR TO DATE ACTUAL 10/1/25 - 9/29/26 |
|---|---|---|---|
| ADMINISTRATIVE ASSESSMENTS | 77,022 | **78,065** | 78,065 |
| MAINTENANCE ASSESSMENTS | 115,899 | **115,968** | 115,968 |
| DEVELOPER CONTRIBUTION | 109,810 | **0** | 0 |
| DEBT ASSESSMENTS (2024) | 593,494 | **593,767** | 593,767 |
| DEBT ASSESSMENTS (2026-AA2) | 0 | **0** | 0 |
| DEBT ASSESSMENTS (2026-AA3) | 0 | **0** | 0 |
| INTEREST INCOME | 240 | **7,750** | 7,615 |
| **TOTAL REVENUES** | **$ 896,465** | **$ 795,550** | **$ 795,415** |
| | | | |
| **EXPENDITURES** | | | |
| | | | |
| **ADMINISTRATIVE EXPENDITURES** | | | |
| SUPERVISOR FEES | 0 | **0** | 0 |
| MANAGEMENT | 26,856 | **26,856** | 26,856 |
| LEGAL | 18,000 | **14,000** | 10,924 |
| ASSESSMENT ROLL | 10,000 | **10,000** | 10,000 |
| AUDIT FEES | 4,400 | **4,300** | 4,300 |
| ARBITRAGE REBATE FEE | 650 | **650** | 650 |
| INSURANCE | 8,000 | **7,450** | 7,450 |
| LEGAL ADVERTISING | 25,000 | **4,500** | 2,920 |
| MISCELLANEOUS | 1,500 | **2,500** | 1,993 |
| POSTAGE | 1,500 | **270** | 256 |
| OFFICE SUPPLIES | 750 | **900** | 843 |
| DUES & SUBSCRIPTIONS | 175 | **175** | 175 |
| TRUSTEE FEES | 4,500 | **4,246** | 4,246 |
| WEBSITE MANAGEMENT | 2,000 | **2,000** | 2,000 |
| CONTINUING DISCLOSURE FEE | 1,000 | **500** | 500 |
| ADMINISTRATIVE CONTINGENCY | 75,619 | **10,000** | 0 |
| DISSEMINATION SERVICES | 2,500 | **750** | 750 |
| **TOTAL ADMINISTRATIVE EXPENDITURES** | **$ 182,450** | **$ 89,097** | **$ 73,863** |
| | | | |
| **MAINTENANCE EXPENDITURES** | | | |
| ENGINEERING/INSPECTIONS | 20,000 | **5,600** | 4,555 |
| STREET/ROADWAY MAINTENANCE/SIGNAGE | 3,000 | **500** | 0 |
| COMMON AREA MAINTENANCE | 24,000 | **500** | 0 |
| ENTRY FEATURE MAINTENANCE | 12,000 | **500** | 0 |
| LANDSCAPING | 12,000 | **500** | 0 |
| LAWN MAINTENANCE | 15,000 | **18,000** | 16,136 |
| STORM DRAINAGE/CLASS V PERMIT | 3,500 | **500** | 0 |
| MAINTENANCE CONTINGENCY | 46,445 | **10,000** | 1,500 |
| **TOTAL MAINTENANCE EXPENDITURES** | **$ 135,945** | **$ 36,100** | **$ 22,191** |
| | | | |
| **TOTAL EXPENDITURES** | **$ 318,395** | **$ 125,197** | **$ 96,054** |
| | | | |
| **REVENUES LESS EXPENDITURES** | **$ 578,070** | **$ 670,353** | **$ 699,361** |
| | | | |
| BOND PAYMENTS (2024) | (557,885) | (566,579) | (566,579) |
| BOND PAYMENTS (2026 - AA2) | 0 | 0 | 0 |
| BOND PAYMENTS (2026 - AA3) | 0 | 0 | 0 |
| | | | |
| **BALANCE** | **$ 20,185** | **$ 103,774** | **$ 132,782** |
| | | | |
| COUNTY APPRAISER & TAX COLLECTOR FEE | (15,728) | **(7,585)** | (7,585) |
| DISCOUNTS FOR EARLY PAYMENTS | (31,457) | **(28,440)** | (28,440) |
| | | | - |
| **EXCESS/ (SHORTFALL)** | **$ (27,000)** | **$ 67,749** | **$ 96,757** |
| | | | |
| CARRYOVER FROM PRIOR YEAR | 0 | **0** | 0 |
| | | | |
| **NET EXCESS/ (SHORTFALL)** | **$ (27,000)** | **$ 67,749** | **$ 96,757** |

| | |
|---|---|
| FUND BALANCE AS OF 9/30/25 | $146,426 |
| FY 2025/2026 ACTIVITY | $67,749 |
| FUND BALANCE AS OF 9/30/26 | $214,175 |

# AMENDED FINAL BUDGET

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**
**DEBT SERVICE FUND - SERIES 2024**
**FISCAL YEAR 2025/2026**
**OCTOBER 1, 2025 - SEPTEMBER 30, 2026**

| REVENUES | FISCAL YEAR 2025/2026 BUDGET 10/1/25 - 9/30/26 | AMENDED FINAL BUDGET 10/1/25 - 9/30/26 | YEAR TO DATE ACTUAL 10/1/25 - 9/29/26 |
|---|---|---|---|
| Interest Income | 1,000 | **9,600** | 9,436 |
| Bond Proceeds (Debt Service) | 0 | **0** | 0 |
| NAV Assessment Collection | 557,885 | **566,579** | 566,579 |
| Transfer From Construction Account | 0 | **0** | 0 |
| **Total Revenues** | **$ 558,885** | **$ 576,179** | **$ 576,015** |
| | | | |
| **EXPENDITURES** | | | |
| Principal Payments | 125,000 | **125,000** | 125,000 |
| Interest Payments | 430,759 | **433,494** | 433,494 |
| Bond Redemption | 3,126 | **0** | 0 |
| Transfer To Construction Account | 0 | **1,883** | 1,883 |
| **Total Expenditures** | **$ 558,885** | **$ 560,377** | **$ 560,377** |
| | | | |
| **Excess/ (Shortfall)** | **$ -** | **$ 15,802** | **$ 15,638** |

| | |
|---|---|
| FUND BALANCE AS OF 9/30/25 | $284,584 |
| FY 2025/2026 ACTIVITY | $15,802 |
| FUND BALANCE AS OF 9/30/26 | $300,386 |

Notes

Reserve Fund Balance = $56,754*. Revenue Account Balance = $243,468*.

Interest Account To Be Used To Make 11/1/2026 Interest Payment Of $214,013.

Capitalized Interest Was Set-Up Through November 2025.

* Approximate Amounts

**Series 2024 Bond Information**

| | | |
|---|---|---|
| Original Par Amount = | $8,370,000 | Annual Principal Payments Due: |
| Interest Rate = | 4.375% - 5.375% | May 1st |
| Issue Date = | December 2024 | Annual Interest Payments Due: |
| Maturity Date = | May 2055 | May 1st & November 1st |
| | | |
| Par Amount As Of 9/30/26 = | $8,245,000 | |

# AMENDED FINAL BUDGET

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**
**DEBT SERVICE FUND - SERIES 2026 - ASSESSMENT AREA 2**
**FISCAL YEAR 2025/2026**
**OCTOBER 1, 2025 - SEPTEMBER 30, 2026**

| REVENUES | FISCAL YEAR 2025/2026 BUDGET 10/1/25 - 9/30/26 | AMENDED FINAL BUDGET 10/1/25 - 9/30/26 | YEAR TO DATE ACTUAL 10/1/25 - 9/29/26 |
|---|---|---|---|
| Interest Income | 0 | **50** | 0 |
| Bond Proceeds (Debt Service) | 0 | **165,145** | 165,145 |
| NAV Assessment Collection | 0 | **0** | 0 |
| Transfer From Construction Account | 0 | **0** | 0 |
| Developer Contribution - Debt | 0 | **0** | 0 |
| **Total Revenues** | **$ -** | **$ 165,195** | **$ 165,145** |
| | | | |
| **EXPENDITURES** | | | |
| Principal Payments | 0 | **0** | 0 |
| Interest Payments | 0 | **0** | 0 |
| Bond Redemption | 0 | **0** | 0 |
| Transfer To Construction Account | 0 | **0** | 0 |
| **Total Expenditures** | **$ -** | **$ -** | **$ -** |
| | | | |
| **Excess/ (Shortfall)** | **$ -** | **$ 165,195** | **$ 165,145** |

| | |
|---|---|
| FUND BALANCE AS OF 9/30/25 | $0 |
| FY 2025/2026 ACTIVITY | $165,195 |
| FUND BALANCE AS OF 9/30/26 | $165,195 |

Notes

Reserve Fund Balance = $122,392*. Interest Account Balance = $42,803*.

Interest Account To Be Used To Make 11/1/2026 Interest Payment Of $42,753.

Capitalized Interest Was Set-Up Through November 2026.

Capital Projects Bond Proceeds = $3,349,855. Total Bond Proceeds = $3,315,000.

FY 2025/2026 Cost Of Issuance = $269,225.

Fiscal Year 2025/2026 Capital Outlay = $3,200,000*.

* Approximate Amounts

**Series 2026 (AA2 Bond Information)**

| | | |
|---|---|---|
| Original Par Amount = | $3,515,000 | Annual Principal Payments Due: |
| Interest Rate = | 4.65% - 5.8% | May 1st |
| Issue Date = | August 2026 | Annual Interest Payments Due: |
| Maturity Date = | May 2056 | May 1st & November 1st |
| | | |
| Par Amount As Of 9/30/26 = | $3,515,000 | |

# AMENDED FINAL BUDGET

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**
**DEBT SERVICE FUND - SERIES 2026 - ASSESSMENT AREA 3**
**FISCAL YEAR 2025/2026**
**OCTOBER 1, 2025 - SEPTEMBER 30, 2026**

| REVENUES | FISCAL YEAR 2025/2026 BUDGET 10/1/25 - 9/30/26 | AMENDED FINAL BUDGET 10/1/25 - 9/30/26 | YEAR TO DATE ACTUAL 10/1/25 - 9/29/26 |
|---|---|---|---|
| Interest Income | 0 | **0** | 0 |
| Bond Proceeds (Debt Service) | 0 | **724,884** | 724,884 |
| NAV Assessment Collection | 0 | **0** | 0 |
| Transfer From Construction Account | 0 | **0** | 0 |
| Developer Contribution - Debt | 0 | **0** | 0 |
| **Total Revenues** | **$ -** | **$ 724,884** | **$ 724,884** |
| | | | |
| **EXPENDITURES** | | | |
| Principal Payments | 0 | **0** | 0 |
| Interest Payments | 0 | **0** | 0 |
| Bond Redemption | 0 | **0** | 0 |
| Transfer To Construction Account | 0 | **0** | 0 |
| **Total Expenditures** | **$ -** | **$ -** | **$ -** |
| | | | |
| **Excess/ (Shortfall)** | **$ -** | **$ 724,884** | **$ 724,884** |

| | |
|---|---|
| FUND BALANCE AS OF 9/30/25 | $0 |
| FY 2025/2026 ACTIVITY | $724,884 |
| FUND BALANCE AS OF 9/30/26 | $724,884 |

Notes

Reserve Fund Balance = $359,545*. Interest Account Balance = $365,339*.

Interest Account To Be Used To Make 11/1/2026 Interest Payment Of $71,763.

Capitalized Interest Was Set-Up Through May 2027.

Capital Projects Bond Proceeds = $9,220,116. Total Bond Proceeds = $9,945,000.

FY 2025/2026 Cost Of Issuance = $411,325.

Fiscal Year 2025/2026 Capital Outlay = $8,808,791*.

* Approximate Amounts

**Series 2026 (AA3 Bond Information)**

| | | |
|---|---|---|
| Original Par Amount = | $9,945,000 | Annual Principal Payments Due: |
| Interest Rate = | 4.95% - 6.2% | May 1st |
| Issue Date = | September 2026 | Annual Interest Payments Due: |
| Maturity Date = | May 2057 | May 1st & November 1st |
| | | |
| Par Amount As Of 9/30/26 = | $9,945,000 | |

**RESOLUTION 2026-08**

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

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

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

**WHEREAS**, the District adopted Resolution 2024-12 on September 25, 2024, establishing goals and objectives for the District and creating performance measures and standards to evaluate the District's achievement of those goals and objectives; and

**WHEREAS**, pursuant to Section 189.0694, Florida Statutes, the District must adopt and publish on its website an annual report prior to December 1st of each year, describing the goals and objectives achieved by the district, as well as the performance measures and standards used by the district to make this determination, and any goals or objectives the district failed to achieve.

**WHEREAS**, the District Manager has the annual report of the District's goals, objectives, and performance measures and standards attached hereto and made a part hereof as **Exhibit A** (the "Annual Report") and presented the Annual Report to the Board of the District; and

**WHEREAS,** the District's Board of Supervisors ("Board") finds that it is in the best interests of the District to adopt by resolution the attached annual report of the goals, objectives and performance measures and standards.

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

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

**SECTION 2**. The District Board of Supervisors hereby adopts the Annual Report regarding the District's success or failure in achieving the adopted goals and objectives and directs the District Manager to take all necessary actions to comply with Section 189.0694, Florida Statutes.

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

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

**PASSED AND ADOPTED** this 28th day of October, 2026.

| | |
|---|---|
| **ATTEST:** | **KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT** |
| _____ | _____ |
| Print name: _____<br>Secretary/Assistant Secretary | Print name: _____<br>Chair/Vice Chair, Board of Supervisors |

**Exhibit A**: Annual Report of Performance Measures/Standards

**Exhibit A**

# Keys Edge Community Development District
# 2025/2026 Performance Measures and Standards Report

**Program/Activity:** **District Administration**
**Goal:** Remain compliant with Florida Law for all district meetings

**Objectives:**

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

**Performance Measures:**

- All Meetings publicly noticed as required.
  **Achieved: Yes ☑ No ☐**
- Meeting minutes and post-meeting action completed as evidenced by District Management's records.
  **Achieved: Yes ☑ No ☐**
- District records retained as required by law, and readily available to the public.
  **Achieved: Yes ☑ No ☐**

**Program/Activity:** **District Finance**
**Goal:** Remain Compliant with Florida Law for all district financing activities

**Objectives:**

- District adopted fiscal year proposed budget by June 15 and the final fiscal year budget by September 30.
- District amended fiscal year budget within 60 days following the end of the fiscal year.
- Process all District finance accounts receivable and payable
- Support District annual financial audit activities

**Performance Measures:**

- District adopted fiscal year proposed budget by June 15 and the final fiscal year budget by September 30.
  **Achieved: Yes ☑ No ☐**
- District amended budget within 60 days following the end of the fiscal year.
  **Achieved: Yes ☑ No ☐**
- District accounts receivable/payable processed for the year.
  **Achieved: Yes ☑ No ☐**
- "No findings" for annual financial audit
  **Achieved: Yes ☑ No ☐**
  - If "no" explain: _____

**Program/Activity:** **District Operations**
**Goal:** Insure, Operate and Maintain District owned Infrastructure & assets

**Objectives:**

- Annual renewal of District insurance policy(s).
- Obtain all necessary contracted services for District operations and infrastructure.
- Determine all vendors are in compliance with contracts with District.

**Performance Measures:**

- District insurance policies reviewed and in place.

  **Achieved: Yes ☑ No ☐**

- Contracted Services obtained for all District operations.

  **Achieved: Yes ☑ No ☐**

- All District contracts in compliance.

  **Achieved: Yes ☑ No ☐**

## I. Introduction.

This stormwater system Operation and Maintenance Plan (the "O&M Plan") for the Flora Subdivision project (the "Project") aims to meet the requirements of Chapter 12.0 of the Environmental Resource Permit Applicant's Handbook Volume I ("ERPAH, Vol. I"), incorporated by reference in subsection 62-330.010(4), F.A.C.

## II. Operation and Maintenance Entity.

The Keys Edge Community Development District (the "District" or "CDD") will be the Operation and Maintenance Entity. The District has the financial, administrative, and legal capability to access, monitor, operate and maintain the permitted drainage system, as indicated in the executed "Certification of Financial Capability for Perpetual Operations and Maintenance Entities" Form 62-330.301(26) provided under separate cover.

### a. Inspections and Certifications – Frequency, Personnel, Type, Repairs and Replacement.

a. **Monthly Routine Inspections.** The District's Field Representative or a qualified representative of the homeowner's association under an agreement with the District (the "**Superintendent**"), in charge of the maintenance of the overall Project, will conduct monthly routine visual inspections of the drainage system and report to the District if there is need for minor miscellaneous repairs.

   Typical items to observe during the monthly routine inspections by the superintendent are:

   i. The proper mowing of the dry retention areas and the perimeter berms.
   ii. The removal of grass clipping, mulch, or other debris from the inlets
   iii. The condition of the inlet and manhole grates.
   iv. Any evidence of erosion.

b. **Inspections Once Every Two Years.** The functioning of the exfiltration trenches, pipes, drainage structures, and other ancillary components of the drainage system will be inspected and certified every two years by either a **Registered Professional Engineer**, or a **Qualified Inspector**, as defined in the ERPAH Vol I (either one referred herein as the "**Inspector**"). The Inspector will document and certify the observations using the forms titled "Operations and Maintenance Inspection Certification" (Form 62-330-311(1)) and "Stormwater Facility Inspection Checklist" (Form 62-330.311(3)). Both forms are attached to this O&M Plan. All the listed components of the drainage system will be either marked "N/A" or "Satisfactory", or "Unsatisfactory" on the checklist and any notes will be added describing the action to be taken to bring back into compliance any components not functioning satisfactorily in accordance with the stormwater management permit. The inspection checklist and the certification will be documented and filed in accordance with the instructions given on the certification form.

   Typical items to inspect that are particular to the drainage system of the Project are:

   i. General good repair, condition and function of the drainage system components, berms, vegetation, inlets, manholes, drainage structures, pipes.
   ii. Dry retention areas and perimeter berms.
   iii. Exfiltration trenches.

c. **Maintenance Every Four Years.** The inlets, manholes, solid pipes, and exfiltration trenches will be vacuumed-cleaned and videotaped once every four years and will coincide with every other inspection conducted by the Inspector.

d. **Repairs and Replacement of the Drainage System.** Yearly miscellaneous minor repairs will be made to the drainage system as necessary, and a sinking funds are recommended to be established to accumulate funds yearly for the eventual need of replacing the components of the drainage system at the end of their service life, which is estimated to be 50 years for the inlets and manholes, 100 years for the solid and perforated exfiltration pipes, and 25 years for the skimmers (aka “baffles”).

e. **The financial capability** of the District as the Operation and Maintenance Entity, is demonstrated by the submission of a “Certification of Financial Capability of Perpetual Operations and Maintenance Entities” (Form 62-330.301(26).

f. **Cost Estimate of the O&M Plan.** The cost estimate presented below is computed in current year dollars to determine the annual operating expenses of the O&M plans, including staff-hour inspection costs, 4-year recurring periodic maintenance service costs, and yearly sinking funds required to budget for replacing drainage components due to age and service life. These costs may be revised in the future due to the economy, markets, and accumulation of data.

| KEYS EDGE CDD- FLORA SUBDIVISION: DRAINAGE SYSTEM O&M YEARLY COST ESTIMATE | | | | | | |
|---|---|---|---|---|---|---|
| **NO.** | **FACILITY INVENTORY** | **UNIT** | **QUANTITY** | **FREQUENCY (TIMES/YR)** | **UNIT PRICE ($/UNIT)** | **COST ($/YR)** |
| **A** | **B** | **C** | **D** | **E** | **F** | **G = D * E * F** |
| **1** | Monthly Routine Inspections by the Superintendent of the Project | HR | 4 | 12 | 50 | 2,400 |
| **2** | Once Every Two Years Inspection by Registered Engineer or Qualified Inspector | HR | 8 | 0.50 | 120 | 480 |
| **3** | Once Every Two Years Certificate Documentation by Engineer or Inspector | HR | 8 | 0.50 | 120 | 480 |
| **4** | Vacuum-Clean & Video Drainage Structures (Every 4 Years) (Not ROWs Included) | EA | 81 | 0.25 | 230 | 4,658 |
| **5** | Vacuum-Clean & Video 12", 18" & Rock Filled Exfiltration Trenches (Every 4 Years) (Not ROWs Included) | LF | 4,611 | 0.25 | 10 | 11,528 |
| **6** | Vacuum-Clean & Video 6", 12" & 18" Storm Solid Pipes (Every 4 Years) (Not ROWs Included) | LF | 1,003 | 0.25 | 10 | 2,508 |
| **7** | Miscellaneous Repairs (Yearly) | LS | 1 | 1.00 | 1,000 | 1,000 |
| **8** | Drainage Inlets & Manholes Replacement Sinking Fund (50 Yr Service Life) (Not ROWs Included) | EA | 81 | 0.02 | 3,000 | 4,860 |
| **9** | 12", 18" & Rock Filled Exfiltration Trenches Sinking Fund (100 Yr Service Life) (Not ROWs Included) | LF | 4,611 | 0.01 | 225 | 10,375 |
| **10** | 6", 12" & 18" Storm Solid Pipes Sinking Fund (100 Yr Service Life) (Not ROWs Included) | LF | 1,003 | 0.01 | 75 | 752 |
| **10** | Skimmer (PRBs) Replacement Sinking Fund (25 Yr Service Life) (No ROWs Included) | EA | 139 | 0.04 | 600 | 3,336 |
| **Total Yearly ($)** | | | | | | **39,976** |

# OPERATION AND MAINTENANCE INSPECTION CERTIFICATION

Instructions: Submit this form to the Agency within 30 days of completion of the inspection after any failure of a stormwater management system or deviation from the permit. This form may also be used to document inspections required under Section 12.4 of Applicant's Handbook Volume I, however submittal to the Agency is not required unless requested by the Agency.

Permit No.: _____ Application No.: _____ Date Issued: _____

Identification or Name of Stormwater Management System: _____

Phase of Stormwater Management System (if applicable): _____

Inspection Date: _____

Inspection results: (check all that apply)

☐ The undersigned hereby certifies that the works or activities are functioning in substantial conformance with the permit. This certification is based upon on-site observation of the system conducted by me or my designee under my direct supervision and my review of as-built plans.

☐ The following maintenance was conducted since the last inspection (attach additional pages if needed):

_____

☐ The undersigned hereby certifies that I or my designee under my direct supervision has inspected this surface water management system and the system does not appear to be functioning in substantial conformance with the permit. I am aware that maintenance or alteration is required to bring the system into substantial compliance with the terms and conditions of the permit. As appropriate, I have informed the owner of the following:

(a) The system does not appear to be functioning properly;
(b) That maintenance or repair is required to bring the system into compliance; and
(c) If maintenance or repair measures are not adequate to bring the system into compliance, the system may have to be replaced or an alternative design constructed subsequent to approval by the agency below.

The following components of the system do not appear to be functioning properly (attach additional pages if needed):

_____

**Any components of the constructed system that are not in substantial conformance with the permitted system shall require a written request to modify the permit in accordance with the provisions of Rule 62-330.315, F.A.C. If such modification request is not approved by the agency below, the components of the system that are not in conformance with the permit are subject to enforcement action under Sections 373.119, .129, .136, and .430, F.S.**

Name of Inspector: _____ Florida Registration Number: _____

Company Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Phone: _____ Fax: _____ Email: _____

_____ _____

Signature of Inspector Date

## Report Reviewed by Permittee:

Name of Permittee: _____

_____ _____

Signature of Permittee Date

_____

Title (if any)

# Stormwater Facility
# Inspection Checklist

## Instructions

Prior to the inspection, the Inspector should review the permit for the facility and the design or as-built drawing for the facility.

This inspection checklist is required for the documentation of the annual inspection of all permitted stormwater systems. Complete all parts of the general data section for the project site. Attach any additional required documentation, if necessary. In the "All Technologies" category, mark all items as "satisfactory" or "unsatisfactory." For all other categories, either select "N/A" and minimize the category or mark all inspection items as "satisfactory" or "unsatisfactory." If the system described does not contain a component that is listed for inspection mark that item as "N/A"

For any item marked unsatisfactory, provide a comment below the BMP technology describing maintenance action needed to bring the system back into compliance. Within 30 days of any failure of a stormwater management system or if any components of the constructed system are found to be not in substantial conformance with the permitted system, a report shall be submitted by the permittee or their authorized representative to the Agency using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," ({effective date}), as per 62-330.331(2) F.A.C., describing the remedial actions taken to resolve the failure or deviation.

Inspection reports will be submitted by the permittee or their authorized representative to the applicable permitting agency. Each inspection report must be signed by a certified inspector or a registered professional to certify its authenticity.

## Inspection Checklist

# General Data

Inspection Date
Project Name
Location
Permit Number

Time since last storm event ☐<24 hours ☐24-48 hours ☐48-72 hours ☐>72 hours
Permit Holder
Permit Effective Date
Inspector Name
Inspector Contact Information

Multiple BMP types in the system No ☐Yes ☐ List All: _____
_____
_____

Permit drawings have been reviewed No ☐Yes☐
Additional Photos Attached ☐ N/A ☐
Compliance Activity Record Attached ☐ N/A ☐

## All (or other unlisted) Technologies

| Items for inspection | Satisfactory | Unsatisfactory |
|---|---|---|
| **General** | | |
| BMPs and treatment facilities are in good repair and operational | ☐ | ☐ |
| BMPs and treatment facilities are free from debris buildup that may impair function | ☐ | ☐ |
| Berms, embankments, curbing, or other methods used to impound, divert, and direct discharges are adequate and in good condition | ☐ | ☐ |
| The discharge (if any) is free of floating materials, visible oil sheen, discoloration, turbidity, odor, foam, or any other signs of contamination | ☐ | ☐ |
| **Vegetation** | | |
| Mowing done when needed | ☐ | ☐ |
| Grass clippings removed | ☐ | ☐ |
| No evidence of erosion | ☐ | ☐ |
| **Inlets** | | |
| Good condition, no need for repair | ☐ | ☐ |
| No evidence of erosion* | ☐ | ☐ |
| **Outlets/overflow spillway** | | |
| Good condition, no need for repair | ☐ | ☐ |
| No evidence of erosion* | ☐ | ☐ |

Comments: _____

## Traditional BMPS

## Swales N/A ☐

| Items for inspection | Satisfactory | Unsatisfactory |
|---|---|---|
| **Debris Cleanout** | | |
| Swales and contributing areas clear of debris* | ☐ | ☐ |
| **Vegetation** | | |
| No evidence of erosion* | ☐ | ☐ |
| No weeds or invasive plants present | ☐ | ☐ |
| No evidence of nutrient deficiency | ☐ | ☐ |
| No evidence of disease | ☐ | ☐ |
| Grasses/sod are not in need of replanting/resodding | ☐ | ☐ |
| No signs of drought stress | ☐ | ☐ |
| No signs of plant overgrowth | ☐ | ☐ |
| **Recovery** | | |
| Swale recovers between storms within permitted timeframe | ☐ | ☐ |
| **Swale clean of sediments** | | |
| Good condition, no need for repair | ☐ | ☐ |
| No areas of sediment buildup* | ☐ | ☐ |
| No evidence of erosion* | ☐ | ☐ |
| **Inlet Structure / Pretreatment:** | | |
| Good condition, no need for repair | ☐ | ☐ |
| No trash/debris/sediment in or around inlet structures* | ☐ | ☐ |
| No evidence that runoff is short-circuiting the inlet | ☐ | ☐ |

| **Emergency Overflow / Outlet Structure** | | |
|---|---|---|
| Good condition, no need for repair | ☐ | ☐ |
| No evidence of accumulation of trash, debris, or sediment in or around outlet structure(s)* | ☐ | ☐ |
| No evidence of erosion, or flooding around structures* | ☐ | ☐ |
| **Swale Blocks N/A** ☐ | | |
| If swale blocks or other structures are present, there is no evidence of erosion at downstream toe of structure* | ☐ | ☐ |

Comments: _____

## Wet Pond N/A ☐

Type of wet pond _____

| Items for inspection | Satisfactory | Unsatisfactory |
|---|---|---|
| **Vegetation** | | |
| No signs of damage from animal activity | ☐ | ☐ |
| No signs of stress or disease | ☐ | ☐ |
| No emergent invasive plant life | ☐ | ☐ |
| No areas need replanting | ☐ | ☐ |
| Dead plant material is removed, if necessary | ☐ | ☐ |
| Upland banks are maintained | | |
| **Structural** | | |
| Embankment condition | ☐ | ☐ |
| Side slopes are stable | ☐ | ☐ |
| **Fences/access repairs** | | |
| Fence(s) condition | ☐ | ☐ |
| Lock(s) and gate(s) function are adequate | ☐ | ☐ |
| **Inlets** | | |
| Inlet(s) condition | ☐ | ☐ |
| Runoff is not short-circuiting the inlet | ☐ | ☐ |
| No evidence of trash/debris/sediment in or around inlet * | ☐ | ☐ |
| No evidence of erosion, gullies, rills, or flooding around inlet * | ☐ | ☐ |
| **Outlets/overflow spillway/ drain gate** | | |
| Outlet(s) condition | ☐ | ☐ |
| No evidence of trash/debris/sediment in or around outlet * | ☐ | ☐ |
| No evidence of erosion, gullies, rills, or flooding around outlet * | ☐ | ☐ |
| **Weir System: drawdown and overflow weir** | | |
| Weir system condition | ☐ | ☐ |
| No evidence of clogging * | ☐ | ☐ |
| Clear of debris* | ☐ | ☐ |

Comments: _____

## Dry Pond N/A ☐

Type of dry pond _____

| Items for inspection | Satisfactory | Unsatisfactory |
|---|---|---|
| **Debris Cleanout** | | |
| Basin bottom clear of debris* | ☐ | ☐ |
| Emergency spillway clear of debris* | ☐ | ☐ |
| **Recovery** | | |
| Pond recovers between storms | ☐ | ☐ |
| **Vegetation** | | |
| No signs of damage from animal activity | ☐ | ☐ |
| No signs of stress or disease | ☐ | ☐ |
| No emergent invasive plant life | ☐ | ☐ |
| Does not need replanting | ☐ | ☐ |
| Not overgrown | ☐ | ☐ |
| **Sediment cleanout of pond** | | |
| No evidence of sedimentation in pond | ☐ | ☐ |
| No evidence of erosion at downstream toe | ☐ | ☐ |
| **Structural** | | |
| Embankment condition | ☐ | ☐ |
| Side slopes are stable | ☐ | ☐ |
| **Fences/access repairs** | | |
| Fence(s) condition | ☐ | ☐ |
| Lock(s) and gate(s) function adequate | ☐ | ☐ |
| **Underdrain/side bank Filters** | | |
| Cleanout caps present and in good condition | ☐ | ☐ |
| No evidence of clogging | ☐ | ☐ |
| No evidence of erosion over or adjacent to filter* | ☐ | ☐ |
| **Inlets** | | |
| Inlet(s) condition | ☐ | ☐ |
| No evidence of erosion, gullies, rills, or flooding around inlet* | ☐ | ☐ |
| **Outlets/overflow spillway** | | |
| Outlet(s) condition | ☐ | ☐ |
| No evidence of erosion, gullies, rills, or flooding around outlet* | ☐ | ☐ |

Comments: _____

## Exfiltration Trench N/A ☐

| Items for inspection | Satisfactory | Unsatisfactory |
|---|---|---|
| **Debris Cleanout** | | |
| Trench surface clear of debris* | ☐ | ☐ |
| Inlet areas clear of debris* | ☐ | ☐ |
| Inflow pipes clear of debris* | ☐ | ☐ |
| Overflow spillway clear of debris* | ☐ | ☐ |
| **Sediment traps or forebays** | | |
| Sufficiently trapping sediment | ☐ | ☐ |
| Has additional storage capacity available until next maintenance action | ☐ | ☐ |
| Sediment buildup has been removed | ☐ | ☐ |
| **Vegetation** | | |

| | | |
|---|---|---|
| Water does not stand on vegetative surface | ☐ | ☐ |
| Good vegetative cover exists | ☐ | ☐ |
| **Recovery** | | |
| Trench recovers between storms | ☐ | ☐ |
| **Sediment cleanout of trench** | | |
| No evidence of sedimentation in trench* | ☐ | ☐ |
| **Inlets** | | |
| Inlet intake(s) functioning adequately | ☐ | ☐ |
| Inlet(s) condition | ☐ | ☐ |
| No evidence of flooding around inlet | ☐ | ☐ |
| **Outlets/overflow spillway** | | |
| Outlet(s) condition | ☐ | ☐ |
| No evidence of flooding around outlet | ☐ | ☐ |
| **Structural** | | |
| Embankment condition | ☐ | ☐ |
| Side slopes are stable | ☐ | ☐ |
| **Aggregate repairs** | | |
| Surface of aggregate clean | ☐ | ☐ |
| Top layer of stone does not need replacement | ☐ | ☐ |
| Trench does not need rehabilitation | ☐ | ☐ |

Comments: _____

## Pervious Pavers/Pavement N/A ☐

| Items for inspection | Satisfactory | Unsatisfactory |
|---|---|---|
| **Debris Cleanout** | | |
| Paving area clean of debris* | ☐ | ☐ |
| **Site Area** | | |
| Drainage area contains stable soil that will not clog pavers | ☐ | ☐ |
| Vegetation on site healthy and glass clippings removed | ☐ | ☐ |
| Runoff is not short-circuiting the pavers | ☐ | ☐ |
| No evidence of erosion, gullies, or rills around site | ☐ | ☐ |
| **Infiltration** | | |
| Infiltrometer Test meets requirements | ☐ | ☐ |
| **Recovery** | | |
| Pervious paving recovers between storms | ☐ | ☐ |
| No evidence of clogging or standing water | ☐ | ☐ |
| **Sediments** | | |
| Pavement area clean of sediments | ☐ | ☐ |
| Area vacuum swept on a periodic basis | ☐ | ☐ |
| **Structural Integrity** | | |
| No evidence of surface deterioration | ☐ | ☐ |
| No evidence of rutting or spalling | ☐ | ☐ |
| No evidence of pavement settling | ☐ | ☐ |
| No evidence of missing aggregate between pavers | ☐ | ☐ |

| | | |
|---|---|---|
| **Outlets** | | |
| Outlet(s) condition | ☐ | ☐ |
| No evidence of clogging | ☐ | ☐ |
| Clean out caps present if included | ☐ | ☐ |
| **Vegetation cells N/A** ☐ | | |
| Vegetation healthy | ☐ | ☐ |
| Vegetation not overgrown | ☐ | ☐ |
| No grass clippings present * | ☐ | ☐ |

Comments: _____

## Stormwater Vaults or Tanks N/A ☐

| Items for inspection | Satisfactory | Unsatisfactory |
|---|---|---|
| **Debris Cleanout** | | |
| Paving area clean of debris* | ☐ | ☐ |
| **Recovery** | | |
| Recovers between storms | ☐ | ☐ |
| No evidence of standing water | ☐ | ☐ |
| No nuisance flooding evident | ☐ | ☐ |
| **Sediments** | | |
| Clear of sediments* | ☐ | ☐ |
| **Structural Integrity** | | |
| No evidence of surface deterioration | ☐ | ☐ |
| No evidence of cracking | ☐ | ☐ |
| No evidence of rutting or spalling | ☐ | ☐ |
| **Safety** | | |
| Ladders functioning and in good repair | ☐ | ☐ |
| Adequate venting for access | ☐ | ☐ |
| Contains primary and secondary access | ☐ | ☐ |
| **Inlets** | | |
| Inlet(s) condition | ☐ | ☐ |
| No evidence of scouring | ☐ | ☐ |
| **Outlets** | | |
| Outlet(s) condition | ☐ | ☐ |
| No evidence of erosion * | ☐ | ☐ |
| No evidence of clogging | ☐ | ☐ |

Comments: _____

## Constructed Marsh System N/A ☐

| Items for inspection | Satisfactory | Unsatisfactory |
|---|---|---|
| **Debris Cleanout** | | |
| Marsh System clear of debris* | ☐ | ☐ |
| **Vegetation** | | |
| Appears healthy | ☐ | ☐ |

| | | |
|---|---|---|
| No emergent invasive plant life | ☐ | ☐ |
| No signs of damage from animal activity | ☐ | ☐ |
| No signs of stress or disease | ☐ | ☐ |
| No areas need replanting | ☐ | ☐ |
| Dead plant material removed, as necessary | ☐ | ☐ |
| Upland banks are maintained | ☐ | ☐ |
| **Flow** | | |
| No signs of channeling or erosion * | ☐ | ☐ |
| Maintains minimum permitted water elevation | ☐ | ☐ |
| No signs of drought or short-circuiting | ☐ | ☐ |
| **Inlets** | | |
| Inlet(s) condition | ☐ | ☐ |
| Runoff is not short-circuiting the inlet | ☐ | ☐ |
| No evidence of trash/debris/sediment in or around inlet * | ☐ | ☐ |
| No evidence of erosion, gullies, rills, or flooding around inlet * | ☐ | ☐ |
| Vegetation around inlet in good condition | ☐ | ☐ |
| **Outlets/emergency outflow N/A** ☐ | | |
| Outlet(s) condition | ☐ | ☐ |
| No evidence of trash/debris/sediment in or around outlet * | ☐ | ☐ |
| No evidence of erosion, gullies, rills, or flooding around outlet * | ☐ | ☐ |
| **Weir System or Level Spreader N/A** ☐ | | |
| Weir system condition | ☐ | ☐ |
| No evidence of clogging | ☐ | ☐ |
| Clear of debris* | ☐ | ☐ |

Comments: _____

## Vegetative Natural Buffers N/A ☐

| Items for inspection | Satisfactory | Unsatisfactory |
|---|---|---|
| **Debris Cleanout** | | |
| Buffer clear of debris* | ☐ | ☐ |
| **Vegetation** | | |
| Vegetation healthy | ☐ | ☐ |
| No emergent invasive plant life | ☐ | ☐ |
| No signs of damage from animal activity | ☐ | ☐ |
| No signs of stress or disease | ☐ | ☐ |
| No areas need replanting | ☐ | ☐ |
| Dead plant material removed, as necessary | ☐ | ☐ |
| Upland banks are maintained | ☐ | ☐ |
| **Flow** | | |
| No signs of channeling or erosion * | ☐ | ☐ |
| Maintain minimum permitted water elevation | ☐ | ☐ |
| No signs of drought or prolonged ponding | ☐ | ☐ |
| **Inlets** | | |
| Inlet(s) condition | ☐ | ☐ |
| Runoff is not short Circuiting the inlet | ☐ | ☐ |

| | | |
|---|---|---|
| No evidence of trash/debris/sediment in or around inlet * | ☐ | ☐ |
| No evidence of erosion, gullies, rills, or flooding around inlet * | ☐ | ☐ |
| Vegetation around inlet in good condition | ☐ | ☐ |
| **Outlets/emergency outflow N/A ☐** | | |
| Outlet(s) condition | ☐ | ☐ |
| No evidence of trash/debris/sediment in or around outlet * | ☐ | ☐ |
| No evidence of erosion, gullies, rills, or flooding around outlet * | ☐ | ☐ |

Comments: _____

## Green Roof N/A ☐

| Items for inspection | Satisfactory | Unsatisfactory |
|---|---|---|
| **Debris Cleanout** | | |
| Vegetated area clear of debris* | ☐ | ☐ |
| **Dewatering** | | |
| Recovers between storms | ☐ | ☐ |
| No evidence of ponding or inundation | ☐ | ☐ |
| **Structural** | | |
| Constructed elements condition | ☐ | ☐ |
| No evidence of roof leaks | ☐ | ☐ |
| No evidence of exposed or actively eroding areas | ☐ | ☐ |
| **Dispersal system/sprinkler N/A ☐** | | |
| Dispersal system/sprinkler functioning as intended | ☐ | ☐ |
| Piping in good repair | ☐ | ☐ |
| Pumps functioning as intended | ☐ | ☐ |
| Cistern tank functioning as intended | ☐ | ☐ |
| Overflow functioning as intended | ☐ | ☐ |
| **Vegetation** | | |
| Vegetation healthy | ☐ | ☐ |
| No emergent invasive plant life | ☐ | ☐ |
| No signs of nutrient deficiency/disease | ☐ | ☐ |
| No areas need replanting | ☐ | ☐ |
| **Inlets/Catchments** | | |
| Inlet(s) condition | ☐ | ☐ |
| No evidence of erosion* | ☐ | ☐ |
| No evidence of clogging | ☐ | ☐ |
| **Outlets** | | |
| Outlet(s) condition | ☐ | ☐ |
| No evidence of trash/debris/sediment in or around outlet* | ☐ | ☐ |
| No evidence of erosion or flooding * | ☐ | ☐ |
| No evidence of bypassing | ☐ | ☐ |

Comments: _____

## Cistern N/A ☐

| Items for inspection | Satisfactory | Unsatisfactory |
|---|---|---|
| **Site area** | | |

| | | |
|---|---|---|
| No evidence of clogging flow paths or pipes * | ☐ | ☐ |
| **Structural** | | |
| Constructed elements condition | ☐ | ☐ |
| Condition of foundation if above ground | ☐ | ☐ |
| No evidence of leaks | ☐ | ☐ |
| No evidence of algal growth in cistern | ☐ | ☐ |
| No evidence of prolonged storage | ☐ | ☐ |
| **Vegetation** | | |
| Trees appear healthy | ☐ | ☐ |
| Trees do not need replacing or pruning | ☐ | ☐ |
| No emergent invasive plant life | ☐ | ☐ |
| **Inlets** | | |
| Inlet(s) condition | ☐ | ☐ |
| Runoff is not bypassing the inlet(s) | ☐ | ☐ |
| No evidence of trash/debris/sediment in or around inlet * | ☐ | ☐ |
| No evidence of erosion, gullies, rills, or flooding around inlet * | ☐ | ☐ |
| Screen and/or trap is secured and functioning properly | ☐ | ☐ |
| Screen and/or trap is clear of debris build up * | ☐ | ☐ |
| First flush collector (if present) clear of debris and properly functioning | ☐ | ☐ |
| **Outlets/emergency overflow** | | |
| Outlet(s) condition | ☐ | ☐ |
| No evidence of trash/debris/sediment in or around outlet* | ☐ | ☐ |
| No evidence of erosion or flooding * | ☐ | ☐ |
| **Pump N/A** ☐ | | |
| Float switch functional | ☐ | ☐ |
| Pump functional | ☐ | ☐ |
| Healthy vegetation, if used for irrigation | ☐ | ☐ |

Comments: _____

## Tree Box or Tree Well N/A ☐

| Items for inspection | Satisfactory | Unsatisfactory |
|---|---|---|
| **Site area** | | |
| Area clear of excess debris* | ☐ | ☐ |
| No evidence of erosion* | ☐ | ☐ |
| **Structural** | | |
| Constructed elements condition | ☐ | ☐ |
| Device dewaters between storms | ☐ | ☐ |
| No evidence of inundation | ☐ | ☐ |
| No evidence of sediment build up * | ☐ | ☐ |
| **Vegetation** | | |
| Tree(s) appears healthy | ☐ | ☐ |
| Tree(s) do not need replacing or pruning | ☐ | ☐ |
| No emergent invasive plant life | ☐ | ☐ |

| | | |
|---|---|---|
| **Inlets** | | |
| Inlet(s) condition | ☐ | ☐ |
| Runoff is not bypassing the inlet | ☐ | ☐ |
| No evidence of trash/debris/sediment in or around inlet * | ☐ | ☐ |
| No evidence of erosion, gullies, rills, or flooding around inlet * | ☐ | ☐ |
| **Outlets/emergency overflow** | | |
| Outlet(s) condition | ☐ | ☐ |
| No evidence of trash/debris/sediment in or around outlet* | ☐ | ☐ |
| No evidence of erosion or flooding * | ☐ | ☐ |
| **Underdrain, if installed** | | |
| All cleanouts clear from clogging or blockages * | ☐ | ☐ |
| Cleanouts in good condition | ☐ | ☐ |

Comments: _____

## Bioswale or Raingarden N/A ☐

Type of LID(s) _____

| Items for inspection | Satisfactory | Unsatisfactory |
|---|---|---|
| **Site area** | | |
| Area clear of excess debris* | ☐ | ☐ |
| No evidence of erosion or sedimentation * | ☐ | ☐ |
| **Dewatering** | | |
| Ponding dewaters between storms | ☐ | ☐ |
| No evidence of inundation | ☐ | ☐ |
| **Sediment cleanout** | | |
| No evidence of sedimentation | ☐ | ☐ |
| **Structural** | | |
| Constructed elements condition | ☐ | ☐ |
| Mulch depth at least 2 inches | ☐ | ☐ |
| No evidence of damage from wildlife | ☐ | ☐ |
| No evidence of erosion* | ☐ | ☐ |
| No sediment build-up* | ☐ | ☐ |
| **Vegetation** | | |
| Vegetation healthy | ☐ | ☐ |
| No emergent invasive plant life | ☐ | ☐ |
| No areas need replanting | ☐ | ☐ |
| Not overgrown | ☐ | ☐ |
| **Inlets** | | |
| Inlet(s) condition | ☐ | ☐ |
| Runoff is not short-circuiting the inlet area | ☐ | ☐ |
| No evidence of trash/debris/sediment in or around inlet area* | ☐ | ☐ |
| No evidence of erosion, gullies, rills, or flooding around inlet area* | ☐ | ☐ |
| Plant life around inlets condition | ☐ | ☐ |
| **Outlets/overflow spillway** | | |
| Outlet(s) condition | ☐ | ☐ |
| No evidence of trash/debris/sediment in or around outlet* | ☐ | ☐ |

| | | |
|---|---|---|
| No evidence of erosion or flooding * | ☐ | ☐ |
| **Underdrain N/A** ☐ | | |
| All cleanouts clear form clogging or blockages | ☐ | ☐ |
| Cleanouts in good condition | ☐ | ☐ |

Comments: _____

## Non-Traditional BMPS

### Other Manufactured BMPs N/A ☐

Type of System _____

| Items for inspection | Satisfactory | Unsatisfactory |
|---|---|---|
| Functioning based on permit and manufacturer specifications | ☐ | ☐ |
| No evidence of damage or clogging | ☐ | ☐ |

Comments: _____

### Monitoring Devices and Adaptive Controls N/A ☐

Type of Monitoring Device(s) _____

| Items for inspection | Satisfactory | Unsatisfactory |
|---|---|---|
| **Computer components** | | |
| Functioning as intended | ☐ | ☐ |
| Recording data at permitted intervals | ☐ | ☐ |
| No signs of rusting, corrosion, or other weather damage | ☐ | ☐ |

Comments: _____

* That May Impair Function

## Signature

Inspector Name:
Signature of Inspector:
Florida Registration Number:

# Certification Of Financial Capability For Perpetual Operations And Maintenance Entities

Permit No.: **CLVI-20240065** Application No.: _____ Date Issued (if modification): _____

Identification or Name of Stormwater Management System: **Flora Subdivision**

Phase of Stormwater Management System (if applicable): **Phases 1 and 2**

Name of Operation and Maintenance Entity: **Keys Edge Community Development District**

Address of Operation and Maintenance Entity: **2501 Burns Rd., Suite A**
**Palm Beach Gardens, FL 33410**

☒ Cost estimate attached

Total annual operating expenses, including maintenance costs, for the estimated remaining useful life of the system accounting for annualized capital or replacement costs or deferred maintenance expenses for the system, including those components where maintenance or replacement frequencies are less frequent that once per year, for each BMP in the stormwater management system and any associated infrastructure, in current year dollars.
**$39,976/Yr**

Operation and Maintenance Entity (Select All That Apply):

☒ Local, state, or federal government agencies; municipal service other special taxing units, water control or drainage districts; community development, special assessment, or water management districts

☐ Communication, water, sewer, stormwater, electrical, or other public utility

☐ Construction permittee (see Section 12, Volume I)

☐ Non-profit corporations, including homeowners' associations, property owners' associations, condominium owners' or master associations

☐ Other (Describe the Other Operation and Maintenance Entity below)

_____

## Certification by Operation and Maintenance Entity:

Certification Provisions for the Operation and Maintenance Entity (Select All That Apply):

☐ Municipal Separate Storm Sewer System (MS4) permittee subject to Chapter 62-624, F.A.C. (Identify the applicable Florida Department of Environmental MS4 permit below:)

_____

☐ Non-profit corporation subject to the Homeowners' Association Act under Chapter 720, Florida Statutes

_____

# Certification Of Financial Capability For Perpetual Operations And Maintenance Entities

☐ Construction permittee that will not be the Operation and Maintenance Entity. (Identify the intended Operation and Maintenance Entity below:)

_____

☒ Other: Operation and Maintenance Entity not otherwise selected for this section. Describe the Other Operation and Maintenance Entity below, such as State or federal agency, Property Owners' Association, etc.:
**Community Development District established by Ordinance No 07-106 Of Miami-Dade County**

The below Permittee or Operation and Maintenance Entity certifies that this form is true, accurate, and complete; and that it has the financial capability to operate and maintain the system in perpetuity including costs of inspections, operation, repair, and replacement of the system once the system meets its expected life. The signee below will be responsible for all maintenance, operation, and repair costs for the stormwater system of the above permit in perpetuity, until such time the system is properly abandoned, or the permit is transferred to a new operation and maintenance entity.

Name of Permittee or Operation and Maintenance Entity: **Keys Edge Community Dev. District**

Name:_____ Title:_____

Signature:_____ Date_____