



**KEYS EDGE
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
SPECIAL BOARD MEETING
APRIL 29, 2024
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
Conference Room
1200 NW 4th Street
Homestead, Florida 33030
SPECIAL BOARD MEETING
April 29, 2024
3:00 p.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Consider Appointments of Supervisors to Vacant Seats (Seats 1 and 2)
- E. Administer Oath of Office and Review New Board Member Duties and Responsibilities
- F. Election of Officers
- G. Additions or Deletions to Agenda
- H. Comments from the Public for Items Not on the Agenda
- I. Approval of Minutes
 - 1. December 14, 2023 Special Board Meeting.....Page 2
- J. Old Business
 - 1. Update Regarding Petition to Amend District Boundary – Miami-Dade County
- K. New Business
 - 1. Consider Approval of Engineer’s Report.....Page 5
 - 2. Consider Approval of Master Special Assessment Methodology Report.....Page 18
 - 3. Consider Resolution No. 2024-01 - Authorizing the Issuance of Bonds.....Page 32
 - 4. Consider Resolution No. 2024-02 – Declaring Assessments.....Page 40
 - 5. Consider Resolution No. 2024-03 – Setting Public Hearing on Assessments.....Page 43
 - 6. Consider Resolution No. 2024-04 – Setting Public Hearing for Intent to Use Uniform Method of Collection.....Page 47
- L. Administrative & Operational Matters
 - 1. Consider Appointment of Investment Banker.....Page 50
 - 2. Consider Appointment of Bond Counsel.....Page 55
 - 3. Consider Appointment of Trustee.....Page 71
 - 4. Discussion Regarding Required Ethics Training Memorandum.....Page 72
 - 5. Statement of Financial Interest 2023 Form 1 Reminder – Filing Deadline: July 1, 2024
- M. Board Member & Staff Closing Comments
- N. Adjourn



The Beaufort Gazette
 The Belleville News-Democrat
 Bellingham Herald
 Centre Daily Times
 Sun Herald
 Idaho Statesman
 Bradenton Herald
 The Charlotte Observer
 The State
 Ledger-Enquirer

Durham | The Herald-Sun
 Fort Worth Star-Telegram
 The Fresno Bee
 The Island Packet
 The Kansas City Star
 Lexington Herald-Leader
 The Telegraph - Macon
 Merced Sun-Star
 Miami Herald
 El Nuevo Herald

The Modesto Bee
 The Sun News - Myrtle Beach
 Raleigh News & Observer
 Rock Hill | The Herald
 The Sacramento Bee
 San Luis Obispo Tribune
 Tacoma | The News Tribune
 Tri-City Herald
 The Wichita Eagle
 The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Amount	Cols	Depth
127480	543741	Print Legal Ad-IPL01695450 - IPL0169545		\$704.66	1	81 L

Attention: Laura Archer
 Special District Services, Inc.
 2501A Burns Road
 Palm Beach Gardens, FL 33410

larcher@sdsinc.org

NOTICE OF SPECIAL BOARD MEETING OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT

NOTICE IS HEREBY GIVEN that the Keys Edge Community Development District (the "District") will hold a Special Board Meeting (the "Special Meeting") of its Board of Supervisors (the "Board") on April 29, 2024, at 3:00 p.m. in the Conference Room at 1200 NW 4th Street, Homestead, Florida 33030 for the purpose of considering a series of resolutions in connection with the levy and collection of assessments and to consider any District business which may lawfully and properly come before the Board.

A copy of the agenda for the Special Meeting may be obtained at the offices of the District Manager, c/o Special District Services, Inc., at (561) 630-4922 or nnguyen@sdsinc.org (the "District Manager's Office") during normal business hours. The Special Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Special Meeting may be continued to a date, time, and place to be specified on the record at the Special Meeting.

There may be occasions when one or two Board members will 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.

Any person requiring special accommodations in order to access and participate in the Special Meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the Special Meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY) / 1-800-955-8770 (Voice), for aid in contacting the District Manager's Office.

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

PUBLISHED DAILY MIAMI-DADE-FLORIDA

STATE OF FLORIDA COUNTY OF MIAMI-DADE

Before the undersigned authority personally appeared: Mary Castro, who on oath says that he/she is CUSTODIAN OF RECORDS of The Miami Herald, a daily newspaper published at Miami in Miami-Dade County, Florida; that the attached copy of the advertisement that was published was published in said newspaper in the issue (s) of:

Publication: Miami Herald

1 insertion(s) published on:

04/18/24

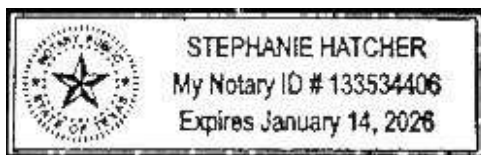
Affiant further says that the said Miami Herald is a newspaper published at Miami, in the said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Dade County, Florida each day and has been entered a second class mail matter at the post office in Miami, in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he/she has neither paid or promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper(s).

Mary Castro

Sworn to and subscribed before me this 18th day of April in the year of 2024

Stephanie Hatcher

Notary Public in and for the state of Texas, residing in Dallas County



Extra charge for lost or duplicate affidavits. Legal document please do not destroy!

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT
SPECIAL BOARD MEETING
DECEMBER 14, 2023**

A. CALL TO ORDER

District Manager Armando Silva called the December 14, 2023, Special Board Meeting of Keys Edge Community Development District (the “District”) to order at 10:04 a.m. in the Conference Room located at 1200 NW 4th Street, Homestead, Florida 33030.

B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Special Board Meeting had been published in the *Miami Herald* on December 7, 2023, *as legally required*.

C. SEAT RE-ELECTED BOARD MEMBERS AND/OR NEW BOARD MEMBERS

Mr. Silva seated and welcomed the re-elected and new Board Members, Ronald Fields and Miriam Lopez.

D. ADMINISTER OATH OF OFFICE & REVIEW BOARD MEMBER RESPONSIBILITIES AND DUTIES

Mr. Silva, Notary Public in the State of Florida, administered the Oath of Office to Mr. Fields and Ms. Lopez.

E. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of Chairperson Alicia Ale, Vice Chairperson Miriam Lopez and Supervisor Ronald Fields constituted a quorum and it was in order to proceed with the meeting.

Staff in attendance included: District Manager Armando Silva of Special District Services, Inc.; and General Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

F. ELECTION OF OFFICERS

As a result of the changes to the Board of the District, Mr. Silva recommended that re-election of the District’s Officers take place. She provided the following slate of names for election:

- Chairperson – Alicia Ale
- Vice Chairperson – Miriam Lopez
- Secretary/Treasurer – Nancy Nguyen
- Assistant Secretaries – Ronald Fields, Armando Silva, and Gloria Perez

A **motion** was made by Mr. Fields, seconded by Ms. Lopez and passed unanimously electing the District’s Officers, as listed above.

G. CONFIRMATION OF LANDOWNERS' ELECTION RESULTS

Mr. Silva restated the District Landowners' Meeting/Election results and recommended that they be confirmed.

A **motion** was made by Mr. Fields, seconded by Ms. Lopez and passed unanimously confirming the Landowners' Meeting election results, to wit: Ronald Fields and Miriam Lopez both received **71 votes** and were each elected to 4-year terms of office, which will expire in November 2027. Seat #2 remains vacant as no one ran for that seat.

H. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Silva requested to have the following item added to the agenda for discussion:

- New Business – Discussion Regarding Landscape Maintenance

The Board acknowledged Mr. Silva's request.

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

There were no comments from the public for items not on the agenda.

J. APPROVAL OF MINUTES

1. May 24, 2023, Regular Board Meeting & Public Hearing

Mr. Silva presented the minutes of the May 24, 2023, Regular Board Meeting & Public Hearing and asked if there were any changes and/or corrections.

There being no changes, a **motion** was made by Mr. Fields, seconded by Ms. Ale and unanimously passed approving the minutes of the May 24, 2023, Regular Board Meeting, *as presented*.

K. OLD BUSINESS

1. Update Regarding Petition to Expand District Boundary

Mr. Silva advised that the first hearing with the Board of Miami-Dade County Commissioners was scheduled for some time in February/March 2024. More information regarding this matter will be provided at an upcoming meeting.

L. NEW BUSINESS

1. Consider Resolution No. 2023-05 – Adopting a Fiscal Year 2022/2023 Amended Budget

Mr. Silva presented Resolution No. 2023-05, entitled:

RESOLUTION NO. 2023-05

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS
EDGE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING**

AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2022/2023 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

Mr. Silva provided an explanation for the document. A discussion ensued after which:

A **motion** was made by Ms. Ale, seconded by Mr. Fields and unanimously passed approving and adopting Resolution No. 2023-05, *as presented*.

2. ADD-ON - Discussion Regarding Landscape Maintenance

Mr. Silva stated that the Property Manager for the community “Aurora” had reached out to District Manager Nancy Nguyen regarding the landscape maintenance of the park tract located within the community. Mr. Silva stated that the maintenance of the park tract would continue to be paid for by the Developer, until the park tract has been conveyed to the District.

M. ADMINISTRATIVE & OPERATIONAL MATTERS

1. Staff Report, as Required

There was no staff report at this time.

N. BOARD MEMBER & STAFF CLOSING COMMENTS

Mr. Silva stated that the next District meeting was scheduled for January 26, 2024, and that if the meeting needs to be cancelled, the Board will receive an email with that notification.

O. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. Fields, seconded by Ms. Lopez and unanimously passed adjourning the Special Board Meeting at approximately 10:24 a.m.

Secretary/Assistant Secretary

Chairperson/Vice Chairperson

Keys Edge Community Development District

Engineer's Report
Infrastructure Improvements

Prepared for
Keys Edge Community Development District
Board of Supervisors
Miami-Dade County, Florida

Prepared by
Alvarez Engineers, Inc.

8935 NW 35 Lane, Suite 101
Doral, FL 33172
Telephone 305-640-1345

E-Mail Address: Info@Alvarezeng.com

Accepted
June 2, 2022

Revised
April 29, 2024

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DRAFT No. 1

I. Introduction.

The Keys Edge Community Development District (the “District” or “CDD”) was established by the enactment of Miami-Dade County (the “County”) Ordinance No. 07-106 on July 24, 2007. Such Ordinance became effective ten days later, August 3, 2007. To correct a scrivener’s error in the legal description, the County passed and adopted Ordinance No. 07-173 on December 4, 2007, such ordinance became effective on December 14, 2007.

ONX-ODAGLED Grand Palms II, LLC (the “Developer”) intends to develop a residential community named ONX Community (the “Development”) located within the limits of the City of Florida City (the “City”) in Miami-Dade County. The Development is made up of seven parcels, or sites, as depicted in the master plan shown on Exhibit 1. The Development is expected to encompass 278 Townhome units and 511 Single Family units for a total of 789 residential units within 90.22 acres of land.

The 81.84-acre area and boundaries of the CDD established in 2007 (the “Original CDD”) did not conform to the area or the boundaries of the new 90.22-acre Development, and therefore the District Board of Supervisors (the “Board”) filed a petition (the “Petition”) to the County to expand and contract the boundaries of the Original CDD as to make them conform to the boundaries of the new Development. The boundaries of the Original CDD are depicted in Exhibit 2, the areas to be added to, and removed from, the Original CDD, and which amount to a net increase of 8.38 acres, are shown on Exhibit 3, and the future boundaries of the 90.22-acre CDD, after expansion and contraction, are portrayed on Exhibit 4 (the “New CDD Boundaries”). The acreages and areas mentioned in this Engineer’s Report are approximate and will be defined and described in legal descriptions by a Professional Surveyor. This Engineer’s Report supersedes all previous engineer’s reports accepted by the CDD Board. The County approved the Petition by ordinance on April 16, 2024 with an effective date of April 26, 2024.

The District will partially finance the public infrastructure improvements that support the Development, including road improvements; Miami-Dade County road impact fees; the stormwater and drainage facilities; and the water and sewer systems, including Miami-Dade County or City connection charges. For the District to construct or acquire completed infrastructure improvements related to the Development, the Developer will transfer to the CDD in fee simple and at no cost, the tracts for open space, parks, and drainage, as well as the portions of the ingress and egress tracts in the Townhomes parcels. The roads within the Single-Family parcels are expected to be constructed within road right of ways that will be dedicated to the City by plat. The infrastructure improvements and the lands to be transferred to the CDD are referred hereinafter as the “Public Infrastructure.”

II. Composition of the Development.

The 90.22-acre Development will consist of the seven parcels listed in Table 1.

Parcel ID	Commercial Name	Acreage	No. of Residential Units	
			Townhomes	Single Family
A	Luna	9.42	134	
B	Centro	9.92	144	
C	Aurora	17.79		142
D	Flora	14.88		113
E	Flora II	15.56		119
F	Park	7.50	-	-
G	Alba	15.15		137
Sub-Total			278	511
Total		90.22	789	

DRAFT No. 1

The land of the District will encompass CDD-owned and non-CDD-owned areas as shown in Table 2.

Table 2					
Parcel ID	Roads	Drainage	Water & Sewer	Parks	Open Space Tracts
A	CDD	CDD	City	CDD	CDD
B	CDD	CDD	City	CDD	CDD
C	City	City	City	CDD	CDD
D	City	City	City	-	CDD
E	City	City	City	-	CDD
F	-	CDD	City	CDD	CDD
G	City	City	City	-	CDD

III. Purpose of this Engineer's Report.

This Engineer's Report was prepared for the purpose of describing the Public Infrastructure that supports the Development within the District and to report as to its estimated construction costs, status of permits, and schedule of construction. The Public Infrastructure is to be partially financed by the District and will specifically benefit the landowners and residents living within the CDD boundaries as well as incidentally benefitting the general public.

IV. Description of the Public Infrastructure.

The Public Infrastructure, as described in this Report, consists of roadway, stormwater management, drainage, water, and sanitary sewer improvements that will give service and access to the 789 residential units located inside the District's boundary. The proposed Public Infrastructure, as outlined herein, is necessary for the functional development of the District and provides a direct and special benefit to the assessable lands within.

a. Roadway Improvements.

Onsite CDD Roads: The Onsite CDD Roads consist of the road right of ways within the Townhomes areas of the District (Parcels A and B, Refer to Exhibit 1 for the location). The Roadway Improvements within the Onsite CDD Roads include earthwork, road subgrades, bases, asphalt pavement, sidewalks, signs, and pavement markings.

Onsite City Roads: The Onsite City Roads consist of the road right of ways within the Single-Family homes' areas of the District (Parcels C, D, E and G, Refer to Exhibit 1 for the location). The Roadway Improvements within the Onsite City Roads include earthwork, road subgrades, bases, asphalt pavement, sidewalks, signs, and pavement markings.

Collector City Roads: The Collector City Roads consist of the right of ways adjacent to the Development Parcels, i.e., SW 336 St, SW 187 Ave, SW 344 St, SW 192 Ave, SW 340 St, and SW 189 Ave. The Roadway Improvements within the Collector Roads include earthwork, road subgrades, bases, asphalt pavement, sidewalks, signs, pavement markings and signals.

The Developer intends to grant the onsite road right of ways to the District in fee simple and at no cost for the CDD, as indicated in Table 2, to either construct the roads or acquire them from the Developer when completed.

DRAFT No. 1

The County and City Road Impact Fees are included in the estimated cost of the CDD roadway improvements. The Developer intends to advance the funds to pay for the impact fees on behalf of the District.

The irrigation systems and the landscaping within the District in road right of ways and open spaces and parks will be maintained by the CDD. The irrigation systems and landscaping are to be transferred by the Developer to the CDD by bill of sale at no cost.

b. Stormwater Management and Drainage Facilities.

The District will fund the construction, or acquisition of, the drainage components of the Development, which consists of inlets, manholes, pipes, exfiltration trenches and appurtenances within the Onsite CDD and City Roads, as well as in all the parcels listed in Table 2 above.

For the purpose of the District to finance the construction or acquisition of the stormwater management and drainage facilities, the Developer intends to grant to the District at no costs and in fee simple, the parcels as indicated in Table 2 above.

The District will not finance the cost of any earthwork that involves the transportation to, or the spreading or grading on, the private lots.

c. Water Distribution and Sewer Collection Systems.

The cost of constructing the water and sewer systems is included in the Public Infrastructure. The systems extend from the point of connection with City utilities to the property lines of the residential lots. No lateral service lines beyond the water meters will be part of the Public Infrastructure.

The County and City Connection Charges are included in the estimated costs of the Public Infrastructure. The Developer intends to advance the funds to pay for the connection charges on behalf of the District.

V. Estimated Schedule of Construction of the Public Infrastructure.

Table 3		
	Begin Date (Quarter/Year)	End Date (Quarter/Year)
Parcel A	Q2/2025	Q1/2026
Parcel B	Q4/2024	Q2/2025
Parcel C	Q3/2021	Q3/2023
Parcel D	Q3/2024	Q2/2025
Parcel E	Q3/2024	Q4/2025
Parcel F	Q3/2024	Q1/2026
Parcel G	Q2/2022	Q2/2024

VI. Ownership and Maintenance.

The District will partially finance the acquisition and/or construction of the Public Infrastructure. It will then transfer or retain the improvements to the following agencies for ownership and maintenance:

DRAFT No. 1

Table 4		
Description	Future Ownership	Future Maintenance
CDD Roads	CDD	CDD
City Roads	City	City
CDD Drainage	CDD	CDD
City Drainage	City	City
Water and Sewer	City	City
Parks	CDD	CDD
Irrigation and Landscaping (Not CDD funded)	CDD	CDD

VII. Permitting Status.

The table below reflects the permitting status of the development as of the date of this Report.

Table 5				
Permit	Agency	In Process	Approved	Date/Anticipated
Parcel A				
T-Plat	County			May 2025
Final Plat	County			Jan 2026
Paving and Drainage	County/City			March 2025
Water & Sewer	County/City			March 2025
Parcel B				
T-Plat	County			April 2024
Final Plat	County			November 2024
Paving and Drainage	County/City			August 2024
Water & Sewer	County/City			August 2024
Parcel C Phase I				
T-Plat	County		Mar 2021	
Final Plat	County		Nov 2022	
Paving and Drainage	County/City		May 2021	
Water & Sewer	County/City		June 2021	
Parcel C Phase II				
T-Plat	County		Mar 2021	
Final Plat	County		Nov 2022	
Paving and Drainage	County/City		Sep 2022	
Water & Sewer	County/City		Sept. 2021	
Parcel D				
T-Plat	County		Sep 2023	
Final Plat	County			Sep 2024
Paving and Drainage	County/City			Aug 2024
Water & Sewer	County/City			Aug 2024

DRAFT No. 1

Table 5				
Permit	Agency	In Process	Approved	Date/Anticipated
Parcel E			Sep 2023	
T-Plat	County			Sep 2024
Final Plat	County			Aug 2024
Paving and Drainage	County/City			Aug 2024
Water & Sewer	County/City			Aug 2024
Parcel F				
T-Plat	County		Sep 2023	
Final Plat	County			Sep 2024
Paving and Drainage	County/City			Aug 2024
Water & Sewer	County/City			Aug 2024
Parcel G				
T-Plat	County		Sep 2022	
Final Plat	County		Dec 2023	
Paving and Drainage	County/City		Apr 2023	
Water & Sewer	County/City		Apr 2023	

VIII. Estimate of Public Infrastructure Costs.

Table 6				
Parcel ID	Roads (\$) ⁽¹⁾	Drainage (\$) ⁽²⁾	Water/Sewer (\$) ⁽³⁾	Totals (\$)
A	1,749,000	306,000	645,000	2,700,000
B	1,826,000	329,000	693,000	2,848,000
C	2,957,000	970,000	1,821,000	5,748,000
D	2,441,000	772,000	1,886,000	5,099,000
E	2,559,000	813,000	1,526,000	4,898,000
F	191,000	49,000	-	240,000
G	2,742,000	935,000	1,757,000	5,434,000
Totals	14,465,000	4,174,000	8,328,000	26,967,000

- (1) Includes the cost of road impact fees and 10% contingency.
- (2) Includes 10% contingency.
- (3) Includes the cost of water and sewer connection fees and 10% contingency.

IX. Engineer's Certification.

It is our opinion that the proposed improvements constituting the Public Infrastructure and their estimated costs are fair and reasonable, and that the residential lots within the assessment areas will receive a direct and special benefit equal to or greater than the cost of such improvements. The District will pay no more for the Public Infrastructure than the lesser of the actual cost or the fair market value thereof. We believe that the improvements can be permitted, constructed, and installed at the costs described in this report.

DRAFT No. 1

04/29/2024

Alvarez Engineers, Inc.

I hereby certify that the foregoing is a true and correct copy of the Engineer's Report for the Keys Edge Community Development District.

Juan R. Alvarez, PE
Florida Registration No. 38522
Alvarez Engineers, Inc.
April 29, 2024.

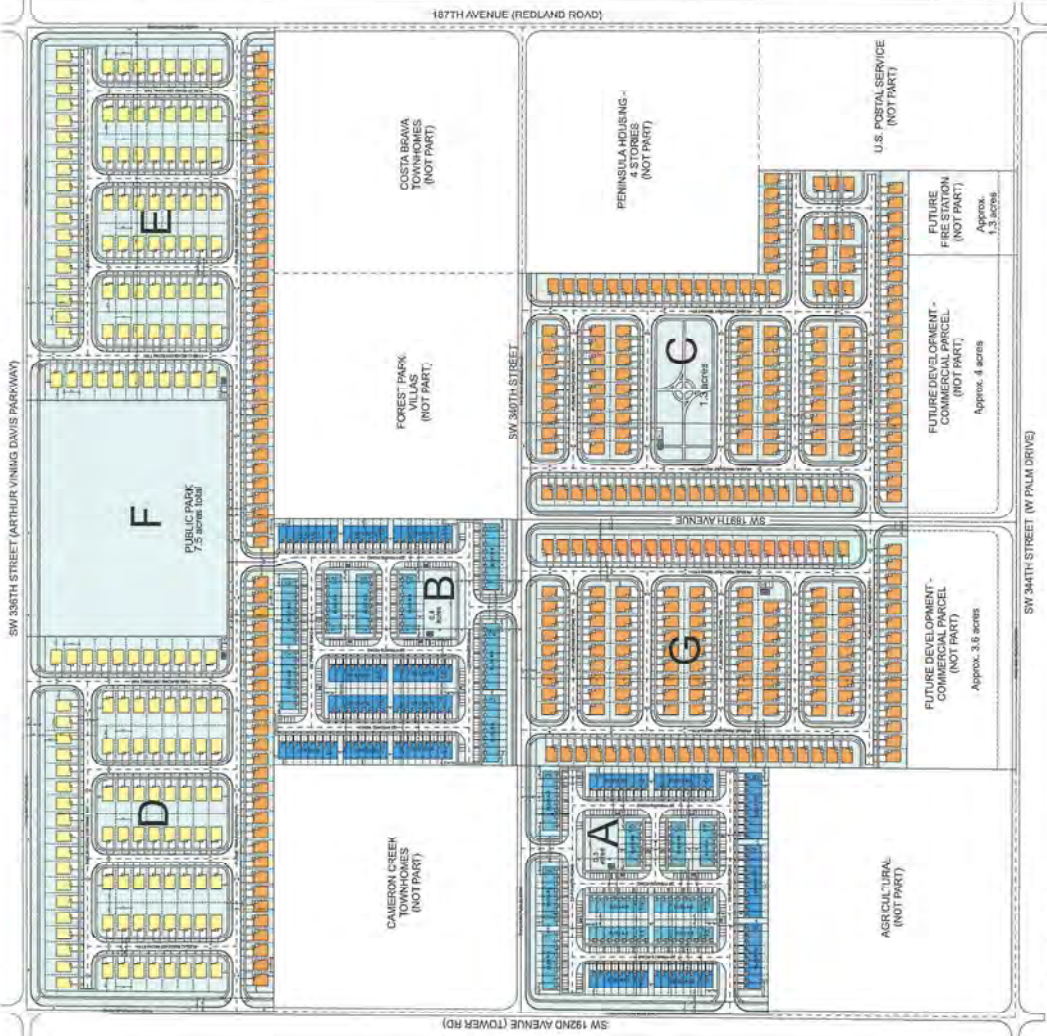
DRAFT No. 1

8935 NW 35 Lane, Suite 101, Doral, Florida 33172
Telephone (305) 640-1345 E-Mail: Info@AlvarezEng.com

APPENDIX

DRAFT No. 1

8935 NW 35 Lane, Suite 101, Doral, Florida 33172
Telephone (305) 640-1345 E-Mail: Info@AlvarezEng.com



1 MASTER SITE PLAN
 SCALE: 1" = 100'

MASTER SITE PLAN LEGEND

- SPH - 4,000 SF LOTS
- SPH - 3,000 SF LOTS
- PHD - 2,000 SF LOTS
- PHD - 1,500 SF LOTS
- PHD - 1,000 SF LOTS
- PHD - 500 SF LOTS
- PHD - 250 SF LOTS
- PHD - 125 SF LOTS
- PHD - 62.5 SF LOTS
- PHD - 31.25 SF LOTS
- PHD - 15.625 SF LOTS
- PHD - 7.8125 SF LOTS
- PHD - 3.90625 SF LOTS
- PHD - 1.953125 SF LOTS
- PHD - 0.9765625 SF LOTS
- PHD - 0.48828125 SF LOTS
- PHD - 0.244140625 SF LOTS
- PHD - 0.1220703125 SF LOTS
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- PHD - 0.030517578125 SF LOTS
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- PHD - 0.0000003469446951952933751780622685029453125 SF LOTS
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- PHD - 0.0000008673617377888233379450155671271234375 SF LOTS
- PHD - 0.00000043368086889441166897250778356356171875 SF LOTS
- PHD - 0.00000021684043444720583448625389178178125 SF LOTS
- PHD - 0.000000108420217223602917243126945890890625 SF LOTS
- PHD - 0.000000542101086118001456215564729454453125 SF LOTS
- PHD - 0.0000002710505430590072781077823647272265625 SF LOTS
- PHD - 0.0000001355252715295036390538911811328125 SF LOTS
- PHD - 0.000000677626357619501845269455905566171875 SF LOTS
- PHD - 0.0000003388131788097509226347279527830890625 SF LOTS
- PHD - 0.00000016940658940487546131736397639154453125 SF LOTS
- PHD - 0.00000084703294700243770658683698819572265625 SF LOTS
- PHD - 0.000000423516473501218853293418494097878125 SF LOTS
- PHD - 0.00000021175823675060942664670924704890625 SF LOTS
- PHD - 0.000000105879118375304713323354623524453125 SF LOTS
- PHD - 0.00000052939559187652356661677311771234375 SF LOTS
- PHD - 0.000000264697795938261783308386588858690625 SF LOTS
- PHD - 0.00000013234889796913089165419329442934375 SF LOTS
- PHD - 0.0000006617444898456537958270964717146875 SF LOTS
- PHD - 0.000000330872244922826897913548235859375 SF LOTS
- PHD - 0.0000001654361224614134489567741179296875 SF LOTS
- PHD - 0.0000008271806123070672249538705855896875 SF LOTS
- PHD - 0.00000041359030615353361247693529279484375 SF LOTS
- PHD - 0.000000206795153076766806238467646397421875 SF LOTS
- PHD - 0.00000010339757653838340311923382319871875 SF LOTS
- PHD - 0.00000051698788269191670159616911689890625 SF LOTS
- PHD - 0.000000258493941345958350798084558449453125 SF LOTS
- PHD - 0.0000001292469706729791753990422792247265625 SF LOTS
- PHD - 0.000000646234853364895876995211396146171875 SF LOTS
- PHD - 0.0000003231174266824479384976056980730890625 SF LOTS
- PHD - 0.000000161558713341223969248802849036453125 SF LOTS
- PHD - 0.0000008077935667061119462444140495182265625 SF LOTS
- PHD - 0.0000004038967833530559731222070247591234375 SF LOTS
- PHD - 0.00000020194839167652798656110351237590625 SF LOTS
- PHD - 0.000000100974195838263993280551756890625 SF LOTS
- PHD - 0.00000050487097919131699656110351237590625 SF LOTS
- PHD - 0.000000252435489595658498280551756890625 SF LOTS
- PHD - 0.0000001262177447978292491402758454453125 SF LOTS
- PHD - 0.000000631088723989148649596351379227265625 SF LOTS
- PHD - 0.000000315544361994574324798175689613671875 SF LOTS
- PHD - 0.00000015777218099728716239908784480890625 SF LOTS
- PHD - 0.000000788880901984574324798175689613671875 SF LOTS
- PHD - 0.00000039444045099228716239908784480890625 SF LOTS
- PHD - 0.000000197220225496143581194543922404453125 SF LOTS
- PHD - 0.000000986101127488071785972723617022265625 SF LOTS
- PHD - 0.0000004930505637440358929636118061131234375 SF LOTS
- PHD - 0.00000024652528187201794648180590306171875 SF LOTS
- PHD - 0.000000123262640936008973240902951530890625 SF LOTS
- PHD - 0.00000061627520387201794648180590306171875 SF LOTS
- PHD - 0.000000308137601936008973240902951530890625 SF LOTS
- PHD - 0.000000154068800968004486620451475769453125 SF LOTS
- PHD - 0.000000770277603936008973240902951530890625 SF LOTS
- PHD - 0.000000385138801968004486620451475769453125 SF LOTS
- PHD - 0.00000019256940098400224331022573787421875 SF LOTS
- PHD - 0.000000962578001968004486620451475769453125 SF LOTS
- PHD - 0.00000048128900098400224331022573787421875 SF LOTS
- PHD - 0.000000240644500492001121655127868937109375 SF LOTS
- PHD - 0.00000120328900098400224331022573787421875 SF LOTS
- PHD - 0.000000601644500492001121655127868937109375 SF LOTS
- PHD - 0.000000300822250246000560827563934546875 SF LOTS
- PHD - 0.000001504093750246000560827563934546875 SF LOTS
- PHD - 0.0000007520468751230002804137819672734375 SF LOTS
- PHD - 0.0000037602343751230002804137819672734375 SF LOTS
- PHD - 0.00000188011718751230002804137819672734375 SF LOTS
- PHD - 0.00000940058593751230002804137819672734375 SF LOTS
- PHD - 0.00004700292968751230002804137819672734375 SF LOTS
- PHD - 0.00023501464843751230002804137819672734375 SF LOTS
- PHD - 1.17507324218751230002804137819672734375 SF LOTS

GENERAL INFORMATION

SITE A - "LUNA"

SITE B - "CENTRO"

SITE C - "AURORA"

SITE D - "FLORA"

SITE E - "ALBA"

SITE F - "PUBLIC PARK"

SITE G - "LUNA"

SPECIAL REGULATIONS

SITES A & B (BASED ON RD-2)

SITES C (BASED ON RS-4)

SITES D & E (BASED ON RS-1)

SITES G (BASED ON RS-4)

PERFORMANCE DATA TOTALS

PERFORMANCE DATA TOTALS

PERFORMANCE DATA TOTALS

EXHIBIT 1 - DEVELOPMENT MASTER PLAN



MASTER SPECIAL ASSESSMENT METHODOLOGY REPORT

**PREPARED FOR THE
KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS**

April 29, 2024

SPECIAL DISTRICT SERVICES, INC

2501A Burns Road
Palm Beach Gardens, Florida 33410
561-630-4922

1.0 INTRODUCTION

The Keys Edge Community Development District (the “District”) is a local unit of special purpose government located in the City of Florida City (the “City”) in Miami-Dade, Florida (the “County”). The District was established by Ordinance No. 07-106 enacted on July 24, 2007 and effective on August 3, 2007, as amended by Ordinance No. 07-173 enacted on December 4, 2007 and effective on December 14, 2007 to correct a scrivener’s error in the legal description, and as further amended by Ordinance 24-35 enacted on April 16, 2024 and effective on April 26, 2024 to amend the original 81.84-acre boundaries of the District by expanding the total district boundary to 90.22 acres (collectively, the “Ordinance”). The Ordinance was enacted to provide for the construction, and/or acquisition, financing, long-term administration and management of certain infrastructure of the Development, as defined below.

The Keys Edge PUD (the “Development”) is a planned Development containing approximately 90.22 gross acres and is located in the City. The District is co-terminus with the Development and the lands within the District are planned for the following land uses:

Table 1 – Proposed Land Uses for the District

Land Use Category	Unit
Townhomes	278 Dwelling units
Single - Family	511 Dwelling units
TOTAL	789 Dwelling units

This Master Special Assessment Methodology Report (the “Master Report”) provides the allocation of special assessments as it relates to the sale and issuance of Special Assessment Bonds to be issued in one or more series (the “Bonds”) for the financing of public infrastructure improvements in the Development located in the District, including, but not limited to, the surface water management and drainage system, the water distribution system, the wastewater collection system and other related public improvements, as more particularly described in the hereinafter defined Engineer’s Report (collectively, the “Project”).

This Master Report equitably allocates the costs to be incurred by the District to provide the benefits of the Project to the developable lands within the Development as identified herein on **Exhibit A**. The improvements comprising the Project are described below and in the Engineer’s Report dated June 2, 2022, revised April 29, 2024, as may be amended and supplemented from time to time (the “Engineer’s Report”), which has been prepared by Alvarez Engineers, Inc. (the “District Engineer”).

Supplemental assessment methodology reports will be prepared for each series of Bonds that are to be issued, and will set forth the specific portion of the Project to be funded.

2.0 PROJECTS TO BE FUNDED BY THE DISTRICT

The District anticipates issuing Bonds to finance all or portion of the acquisition and/or construction of the Project. The total cost of the Project is estimated to be approximately \$26,967,000. A detail of the Project costs is included herein on **Table A**. The Bonds will be repaid through the levy of non-ad valorem special assessments on all assessable property within the District. The Project has been designed to be functional and confer direct and special benefits to the landowners within the District which direct and special benefits equal or exceed the costs of the Project. Any portion of the Project not financed through the issuance of Bonds will be paid for by ONX-ODAGLED Grand Palms II, LLC (the “Developer”).

The acquisition and maintenance obligations for the District’s proposed infrastructure improvements constituting the Project are described in summary as follows (a detailed description is included in the Engineer’s Report):

All of the surface water management and drainage system will be constructed by the Developer and will be acquired by the District. The District will be responsible for the operation and maintenance of the system retained by the District and serve the District.

The water distribution and wastewater collection sewer systems will be constructed by the Developer and will be acquired by the District and dedicated to the City of Florida City Utility Department upon certification of construction. Upon such transfer by the District, the ownership, operation and maintenance of these systems will be the responsibility of City of Florida City Utility Department. In the event the connection charges are paid by the Developer these charges are being paid for and on behalf of the District.

Other construction items such as off-site utilities, including, but not limited to, on-site roadways, road impact fees, general utilities, water main, force main, and sitework. The District will be responsible for the operation and maintenance of the portion of the system retained by the District and which serves the Development.

The construction costs identified in this Master Report were provided by the District Engineer. Special District Services, Inc., as District Manager, makes no representation regarding the accuracy or validity of those costs and did not undertake any analysis or verification regarding such costs.

3.0 FUNDING OF IMPROVEMENTS

To defray the costs of construction and/or acquisition of all or a portion of the Project, the District will impose non-ad valorem special assessments on benefited real property within the District. These special assessments are based on the direct, special and peculiar benefits accruing to such property from the improvements comprising the Project. The use of non-ad valorem special assessments has an advantage in that the properties that receive the direct and special benefits from the Project are the only properties that are obligated to pay for those facilities and services. Without these improvements, development of the property would not be possible. The capital facilities which will be funded through these special assessments include only facilities which may be undertaken by a community development district under Chapter 190, F.S. This Master Report is designed to meet the requirements of Chapters 170, 190 and 197, F.S. and will describe the expected terms and conditions of the Bonds.

In summary, special assessments may be made only: (1) for facilities which provide direct and special benefits to property as distinct from general benefits, (2) only against property which receives that

direct and special benefit, (3) in proportion to the benefits received by such properties, and (4) according to fair and reasonable methods that the governing body of the jurisdiction determines. The special assessments (both capital special assessments and operation and maintenance special assessments) placed upon various benefited properties within the District must be sufficient to cover the debt service of the Bonds that will be issued for financing all or a portion of the Project and to pay the costs to maintain those portions of the infrastructure that remain under the ownership of the District. The assessments must be fairly and reasonably allocated to the properties being assessed.

4.0 ALLOCATION OF BENEFIT AND ASSESSMENTS

In developing the methodology used for special assessments for the Development in the District, two (2) interrelated factors were used:

- A. Allocation of Benefit: Each parcel of assessable land within the District receives a direct and special benefit from the proposed improvements.
- B. Cost/Benefit: The special assessments imposed on each assessable parcel of land within the District cannot exceed the value of the direct and special benefits provided to such parcel.

The planned improvements comprising the Project is an integrated system of facilities designed to provide benefits to the assessable property within the District as a whole. The Project is intended to work as a total system which will provide direct and special benefits for each unit type. The fair and reasonable method of allocating the benefit to each planned residential unit has been accomplished by assigning an *equivalent residential unit* (“ERU”) to each unit. Therefore, for the purpose of this Master Report each single family residential unit will be assigned one (1.0) ERU and each Townhome residential unit will be assigned (0.85) ERU as listed in **Table 2** below.

Table 2 – Equivalent Residential Unit (ERU)

<u>Product Type</u>	<u># of Units</u>	<u>ERU Factor</u>	<u>ERUs</u>
Townhome	278	0.85	236.30
Single-Family	511	1.00	511.00
TOTAL UNITS	789		747.30

The special assessments will initially be levied across all the gross acreage in the District. The lien will shift to the parcels in the District, as represented in **Table F** upon platting on a first platted, first assigned basis.

The amount of the special assessments that will shift to platted lots is based on the schedule in **Table F**. Land that is sold in the District prior to platting will have a lien amount attached to the parcel that is equal to the development rights conveyed with such parcel and type of planned use. Special assessments will then be assigned in accordance with **Table F**. As platting occurs the special assessments will be assigned on a first platted first assigned basis to platted lots receiving property folio numbers, and allocated on an ERU basis as shown herein on **Table F**.

In addition to the special assessments imposed for debt service on the Bonds, the District will also levy an annual administrative assessment to fund the costs of operating and managing the District. As each residential dwelling unit will benefit equally from the operation and management of the District

and the Project, the annual operation and management assessments will be allocated equally to each assessable lot or unit.

Given the District's land use plan and the type of infrastructure to be funded by the special assessments, this method will result in a fair allocation of benefits and services and an equitable allocation of costs for the proposed Bonds. However, if the future platting results in changes in land use or proportion of benefit per unit, this allocation methodology may not be applicable and it may be necessary for the District to revise this methodology.

5.0 COLLECTION OF SPECIAL ASSESSMENTS

The proposed special assessments relating to the Project will be collected through the Uniform Method of Collection described in Chapter 197, Section 197.3632; F.S. or any other legal means available to the District.

Since there are costs associated with the collection of the special assessments (whether by uniform method of collection as authorized under Chapter 197.3632, F.S. or other methods allowed by Florida law), these costs must also be included in the special assessment levy. These costs generally include the 1% collection fee of the County Tax Collector, a 1% service fee of the County Property Appraiser and a 4% discount for early payment of taxes. These additional costs may be reflected by dividing the annual debt service and operation and maintenance assessment amounts by 0.94.

6.0 FINANCING STRUCTURE

The estimated cost of the Project is approximately \$26,967,000. The construction program and the costs associated therewith are identified herein on **Table A**.

All or a portion of the capital improvements comprising the Project is to be financed by the Bonds and when issued which will be payable from and secured by special assessments levied annually on all assessable properties in the District. The total aggregate principal amount of the Bonds that may be issued by the District for the Project is approximately \$33,500,000. The proceeds of the Bonds will provide approximately \$26,967,000 for construction related costs. The sizing of the Bonds includes a debt service reserve fund, capitalized interest and issuance costs as shown on **Table B**. Please note the above referenced Bond sizing is a maximum amount used for this Master Report and the Developer may request the District to issue a lesser amount of Bonds that are less than those presented. The Bond debt allocations are shown on **Table D**.

7.0 MODIFICATIONS, REVISIONS AND TRUE-UP MECHANISIM

Allocation of costs and benefits, shown herein on **Table C**, for the Project financed by the District is initially based on the estimated number of dwelling units projected to be developed and benefited by the infrastructure improvements comprising the Project. Based on a Bond size of \$33,500,000, at an assumed interest rate of 8.00%, the maximum annual debt service for the Bonds as shown herein on **Table E**, will be approximately \$2,975,719 which has not been grossed up to include the 1% County Tax Collector fee, 1% County Property Appraiser fee, and 4% discount for early payment of taxes.

To ensure that each residential lot is assessed no more than their pro-rata amount of the annual non-ad valorem assessments shown herein on **Table F**, the District will be required to perform a "True-Up" analysis, which requires a computation at the time of submission of each plat, re-plat or sale of a

parcel to determine the potential remaining assessable dwelling lots/units. The District shall, at the time a plat or re-plat or parcel sale is submitted to the City:

- A. Assume that the total number of assessable residential units being utilized as a basis for this assessment methodology is as described below, **Table 3** (“Total Assessable Lots/Units”).

Table 3 – Total Assessable Lots/Units for the District

Land Use Category	Unit
Townhomes	278 Dwelling units
Single-Family	511 Dwelling units
TOTAL	789 Dwelling units

- B. Ascertain the number of assessable residential dwelling lots/units in the proposed plat or re-plat or parcel sale and all prior plats or parcel sales (“Planned Assessable Lots/Units”).
- C. Ascertain the current amount of potential remaining assessable dwelling lots/units (“Remaining Assessable Lots/Units”).

If the Planned Assessable Lots/Units are equal to the Total Assessable Lots/Units no action would be required at that time. However, if the sum of the Planned Assessable Lots/Units and the Remaining Assessable Lots/Units are less than an estimated number reflected in **Table 2**, the Developer will be obligated by the District to remit to the District an amount of money sufficient to enable the District to retire an amount of Bonds plus accrued interest such that the amount of non-ad valorem assessments allocated to each Planned Assessable Lot does not exceed the amount of debt service that would have been allocated thereto had the total number of Planned Assessable Lots/Units and Remaining Assessable Lots/Units not changed from what is represented in **Table 2**. Conversely, if the Planned Assessable Lots/Units and Remaining Assessable Lots/Units of the residential lots/units is greater than the Total Assessable Lots/Units, then, there will be a pro-rata decrease in the annual non-ad valorem assessments to all of the benefited properties.

All assessments levied run with the land. A determination of a true-up payment shall be based on the terms and provisions of a true-up mechanism described in this Master Report. It is the responsibility of the landowner of record to make any required true-up payments that are due. The District will not release any liens on the property for which true-up payments are due until provision for such payment has been satisfied.

In the event that additional land is annexed into the District which is currently not subject to the assessments and is developed in such a manner as to receive special benefit from the Project described herein, it will be necessary for this assessment methodology to be re-applied to include such parcels. The additional land will, as a result of re-applying this methodology, then be allocated an appropriate share of the special assessments while all currently assessed parcels will receive a relative reduction in their assessments.

8.0 PRELIMINARY ASSESSMENT ROLL

When fully developed, the current site plan for the District will include the land uses in **Table 3**.

9.0 ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff, Consultants and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Special District Services, Inc. makes no representations regarding said information beyond restatement of the factual information necessary for compilation of this report.

Special District Services, Inc. does not represent the Keys Edge Community Development District as a Municipal Advisor or Securities Broker nor is Special District Services, Inc. registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Special District Services, Inc. does not provide the Keys Edge Community Development District with financial advisory services or offer investment advice in any form.

TABLE A

PROJECT COST ESTIMATES

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT

	TOTAL
ROADWAYS	\$ 14,465,000
STORMWATER MANAGEMENT SYSTEM	\$ 4,174,000
WATER / SANITARY SEWER SYSTEM	\$ 8,328,000
TOTAL	\$ 26,967,000

TABLE B

BOND SIZING

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT

	BOND SIZING
Par Amount*	\$ 33,500,000 *
Debt Service Reserve Fund (DSRF)	\$ (2,975,719)
Capitalized Interest	\$ (2,680,000)
Issuance Costs	\$ (877,281)
Construction Funds	\$ 26,967,000
Bond Interest Rate	8.00%
Principal Amortization Period (Years)	30

*Subject to change at final bond pricing

TABLE C

ALLOCATION OF PROJECT COSTS

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT

Product	Number of Units by Type	ERU Factor	Total ERUs	Project Cost Allocation Per Type	Project Cost Allocation Per Unit*
TOWNHOMES	278	0.850	236.30	\$ 8,527,100	\$ 30,673
SINGLE-FAMILY	511	1.000	511.00	\$ 18,439,900	\$ 36,086
TOTAL	789	N/A	747.30	\$ 26,967,000	N/A

*Rounded

TABLE D

ALLOCATION OF BOND DEBT

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT

Product	Number of Units by Type	ERU Factor	Total ERUs	Bond Debt Allocation Per Unit Type	Bond Debt Allocation Per Unit*
TOWNHOMES	278	0.850	236.30	\$ 10,592,868	\$ 38,104
SINGLE-FAMILY	511	1.000	511.00	\$ 22,907,132	\$ 44,828
TOTAL	789	N/A	747.30	\$ 33,500,000	N/A

*Rounded

TABLE E

CALCULATION OF ANNUAL DEBT SERVICE

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT

	Bond Debt
1 Maximum Annual Debt Service	\$ 2,975,719.02
2 Maximum Annual Debt Service Assessment to be Collected	\$ 3,165,658.53 *
3 Total Number of Gross Acres	90.22
4 Maximum Annual Debt Service per Gross Acre	\$35,088.21
5 Total Number of Residential Units Planned	789
6 Maximum Annual Debt Service per Unit Type	See Table F

*Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.

TABLE F

ALLOCATION OF DEBT SERVICE ASSESSMENTS

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT

Product	Number of Units by Type	ERU Factor	Total ERUs	**Maximum Annual Debt Assessment Per Unit*	**Maximum Annual Debt Assessment Per Unit Type*
TOWNHOMES	278	0.850	236.30	\$ 1,000,997	\$ 3,601
SINGLE-FAMILY	511	1.000	511.00	\$ 2,164,661	\$ 4,236
TOTAL	789	N/A	747.30	3,165,659	\$ 3,165,659

*Rounded

**Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.

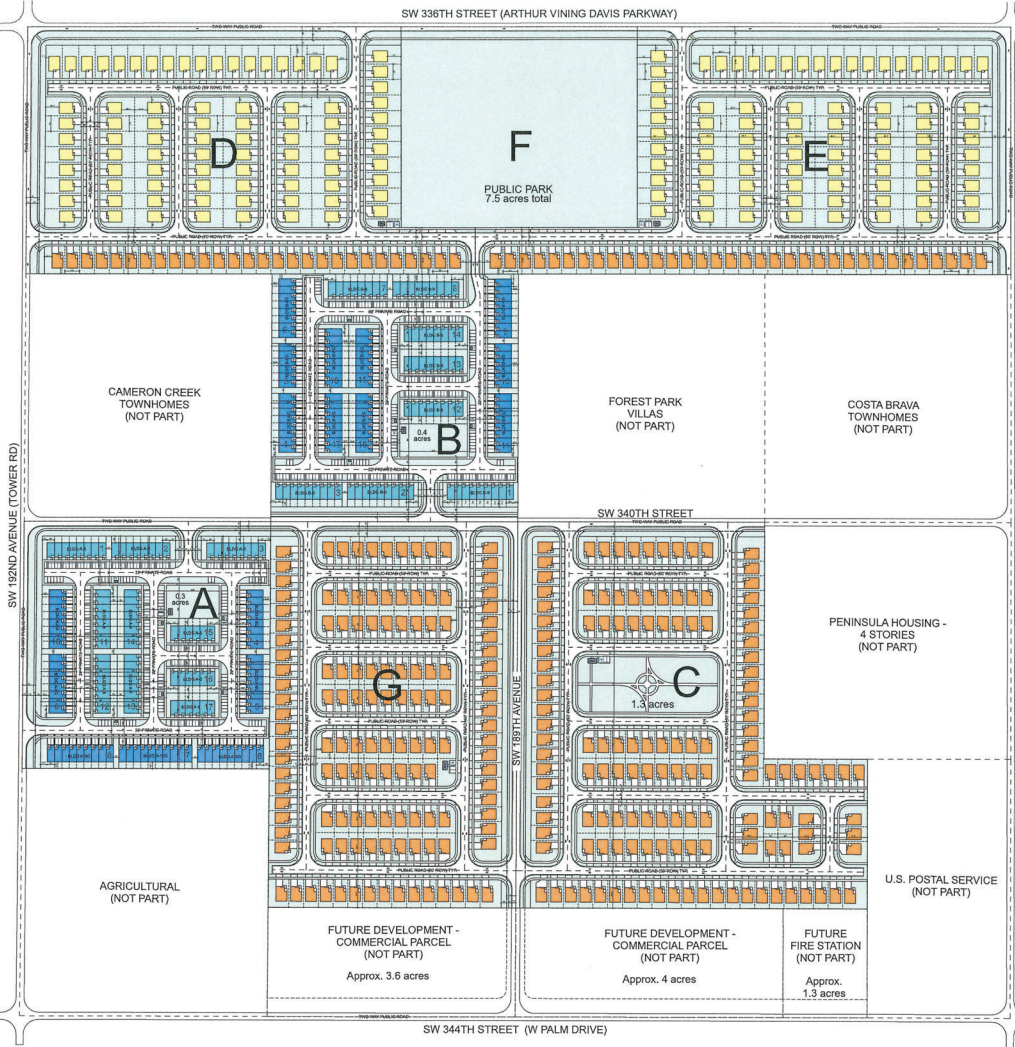
Folio ID#'s and/or Parcel Plat Description	Developable Acreage by Parcel	**Maximum Annual Debt Assessment Per Acre*	Par Debt Per Acre	Total Par Debt
Exhibit A	90.22	\$ 35,088.21	\$ 371,314.56	\$ 33,500,000
TOTALS		N/A	N/A	\$ 33,500,000

*Rounded

**Grossed up to include 1% collection fee of the County Tax Collector, 1% service fee of the County Property Appraiser and 4% for early payment of taxes.

Exhibit A

GENERAL INFORMATION			
DEVELOPMENT NAME - ONE COMMUNITY		TOTAL PARKING: 3-AC PUBLIC + 3-AC PRIVATE - 6.6 AC	
TOTAL DWELLING UNITS - 199		AVERAGE GROSS DENSITY - 4.1 UNITS/ACRE	
TOTAL NET LAND AREA - 3.9 AC (162.3 AC)		AVERAGE NET DENSITY - 4.7 UNITS/ACRE	
TOTAL GROSS AREA - 4,300 SF (0.1 AC)			
SITE A - "LUNA"		SITE C - "AURORA"	
ZONING INFORMATION		ZONING INFORMATION	
PROPOSED ZONING - PUD		PROPOSED ZONING - PUD	
NET LAND AREA - 40.32 SF (0.9 ACRES)		NET LAND AREA - 17.68 SF (0.4 ACRES)	
TOTAL NUMBER OF DWELLING UNITS - 104 UNITS (PROPOSED)		TOTAL NUMBER OF DWELLING UNITS - 145 UNITS (PROPOSED)	
PROPOSED NET DENSITY - 2.6 UNITS/ACRE		PROPOSED NET DENSITY - 8.2 UNITS/ACRE	
LANDSCAPE BUFFER - 15.0 SF (0.3 ACRES)		LANDSCAPE BUFFER - 21.3 SF (0.5 ACRES)	
SITE AREA BREAKDOWN		SITE AREA BREAKDOWN	
BUILDING COVERAGE - 11,400 SF (0.26 ACRES) 28%		BUILDING COVERAGE - 13,300 SF (0.3 ACRES) 19%	
PRIVATE ROADS - 42,700 SF (0.97 ACRES) 10%		PRIVATE ROADS - 16,600 SF (0.37 ACRES) 2%	
PUBLIC ROADS - 16,500 SF (0.37 ACRES) 4%		PUBLIC ROADS - 16,600 SF (0.37 ACRES) 10%	
COMMON OPEN GREEN SPACE - 13,300 SF (0.3 ACRES) 3%		COMMON OPEN GREEN SPACE - 13,300 SF (0.3 ACRES) 7%	
PRIVATE GREEN SPACE - 13,300 SF (0.3 ACRES) 3%		PRIVATE GREEN SPACE - 13,300 SF (0.3 ACRES) 7%	
INCLUDES LANDSCAPE BUFFER		INCLUDES LANDSCAPE BUFFER	
PUBLIC GREEN AREA @ 100' - 14.2 SF (0.3 ACRES) 0%		PUBLIC GREEN AREA @ 100' - 14.2 SF (0.3 ACRES) 7%	
PRIVATE DRIVEWAYS - 47,000 SF (1.0 ACRES) 11%		PRIVATE DRIVEWAYS - 13,300 SF (0.3 ACRES) 7%	
PRIVATE SIDEWALKS/PALAPPIES - 4,000 SF (0.09 ACRES) 1%		PRIVATE SIDEWALKS/PALAPPIES - 13,300 SF (0.3 ACRES) 7%	
PUBLIC SIDEWALKS - 4,000 SF (0.09 ACRES) 1%		PUBLIC SIDEWALKS - 4,000 SF (0.09 ACRES) 7%	
STREET LIGHTING - 10.0 SF (0.0002 ACRES) 0%		STREET LIGHTING - 10.0 SF (0.0002 ACRES) 0%	
GROSS LAND AREA - 448.79 SF (10.2 ACRES) 100%		GROSS LAND AREA - 448.79 SF (10.2 ACRES) 100%	
UNIT INFORMATION - TOWNHOMES		UNIT INFORMATION - TOWNHOMES	
UNIT TYPE - STORES HEIGHT AREA		UNIT TYPE - STORES HEIGHT AREA	
TH-1: 2-ROOF TERRACE 27' 2,800 SF		TH-1: 2-ROOF TERRACE 27' 2,800 SF	
TH-2: WITH GARAGE 27' 2,800 SF		TH-2: WITH GARAGE 27' 2,800 SF	
LOT INFORMATION		LOT INFORMATION	
UNIT TYPE LOT SIZE (MIN.) LOT AREA (MIN.) # OF LOTS		UNIT TYPE LOT SIZE (MIN.) LOT AREA (MIN.) # OF LOTS	
TH 27' X 81' 2,800 SF 104		TH 27' X 81' 2,800 SF 145	
TOTAL 104		TOTAL 145	
BUILDING INFORMATION		BUILDING INFORMATION	
TYPE # OF UNITS UNIT TYPE BLDG AREA # OF BLDGS SUB-TOTAL		TYPE # OF UNITS UNIT TYPE BLDG AREA # OF BLDGS SUB-TOTAL	
A 6 TH 10,000 SF 3 42,000 SF		A 6 TH 10,000 SF 3 42,000 SF	
B 6 TH 10,000 SF 3 42,000 SF		B 6 TH 10,000 SF 3 42,000 SF	
C 6 TH 10,000 SF 3 42,000 SF		C 6 TH 10,000 SF 3 42,000 SF	
D 6 TH 10,000 SF 3 42,000 SF		D 6 TH 10,000 SF 3 42,000 SF	
E 6 TH 10,000 SF 3 42,000 SF		E 6 TH 10,000 SF 3 42,000 SF	
TOTAL 30 120,000 SF		TOTAL 30 120,000 SF	
PARKING CALCULATION		PARKING CALCULATION	
PARKING TYPE REQD. PROVIDED		PARKING TYPE REQD. PROVIDED	
RESIDENTS (3 SPACES/UNIT) 306 306		RESIDENTS (3 SPACES/UNIT) 306 306	
VISITORS (1 SPACE/4 UNITS) 0 0		VISITORS (1 SPACE/4 UNITS) 0 0	
GARAGE SPACES - NOT INCLUDED IN COUNT 0 0		GARAGE SPACES - NOT INCLUDED IN COUNT 0 0	
TOTAL PARKING SPACES 306 306		TOTAL PARKING SPACES 306 306	
NOTE: ALL UNIT TYPES PROVIDE ONE PRIVATE GARAGE/UNIT. THIS SPACE DOES NOT COUNT TOWARDS THE MINIMUM PARKING REQUIREMENTS.		NOTE: ALL UNIT TYPES PROVIDE ONE PRIVATE GARAGE/UNIT. THIS SPACE DOES NOT COUNT TOWARDS THE MINIMUM PARKING REQUIREMENTS.	
SITE D - "FLORA"		SITE E - "FLORA II"	
ZONING INFORMATION		ZONING INFORMATION	
PROPOSED ZONING - PUD		PROPOSED ZONING - PUD	
NET LAND AREA - 14.0 SF (0.32 ACRES)		NET LAND AREA - 14.0 SF (0.32 ACRES)	
TOTAL NUMBER OF DWELLING UNITS - 10 UNITS (PROPOSED)		TOTAL NUMBER OF DWELLING UNITS - 10 UNITS (PROPOSED)	
PROPOSED NET DENSITY - 0.7 UNITS/ACRE		PROPOSED NET DENSITY - 0.7 UNITS/ACRE	
LANDSCAPE BUFFER - 7.0 SF (0.16 ACRES)		LANDSCAPE BUFFER - 7.0 SF (0.16 ACRES)	
SITE AREA BREAKDOWN		SITE AREA BREAKDOWN	
BUILDING COVERAGE - 10,000 SF (0.23 ACRES) 14%		BUILDING COVERAGE - 10,000 SF (0.23 ACRES) 14%	
PRIVATE ROADS - 0 SF 0%		PRIVATE ROADS - 0 SF 0%	
PUBLIC ROADS - 0 SF 0%		PUBLIC ROADS - 0 SF 0%	
COMMON OPEN GREEN SPACE - 0 SF 0%		COMMON OPEN GREEN SPACE - 0 SF 0%	
PRIVATE GREEN SPACE - 0 SF 0%		PRIVATE GREEN SPACE - 0 SF 0%	
INCLUDES LANDSCAPE BUFFER		INCLUDES LANDSCAPE BUFFER	
PUBLIC GREEN AREA @ 100' - 14.0 SF (0.32 ACRES) 0%		PUBLIC GREEN AREA @ 100' - 14.0 SF (0.32 ACRES) 0%	
PRIVATE DRIVEWAYS - 0 SF 0%		PRIVATE DRIVEWAYS - 0 SF 0%	
PRIVATE SIDEWALKS/PALAPPIES - 0 SF 0%		PRIVATE SIDEWALKS/PALAPPIES - 0 SF 0%	
PUBLIC SIDEWALKS - 0 SF 0%		PUBLIC SIDEWALKS - 0 SF 0%	
STREET LIGHTING - 0 SF 0%		STREET LIGHTING - 0 SF 0%	
GROSS LAND AREA - 70.0 SF (1.6 ACRES) 100%		GROSS LAND AREA - 70.0 SF (1.6 ACRES) 100%	
UNIT INFORMATION - SINGLE FAMILY HOMES		UNIT INFORMATION - SINGLE FAMILY HOMES	
UNIT TYPE # OF UNITS STORES HEIGHT AREA		UNIT TYPE # OF UNITS STORES HEIGHT AREA	
A 2 27' 2,800 SF		A 2 27' 2,800 SF	
B 2 27' 2,800 SF		B 2 27' 2,800 SF	
TOTAL 4		TOTAL 4	
LOT INFORMATION		LOT INFORMATION	
UNIT TYPE LOT SIZE (MIN.) LOT AREA (MIN.) # OF LOTS		UNIT TYPE LOT SIZE (MIN.) LOT AREA (MIN.) # OF LOTS	
A 47' X 71' 3,337 SF 2		A 47' X 71' 3,337 SF 2	
B 47' X 71' 3,337 SF 2		B 47' X 71' 3,337 SF 2	
TOTAL 4		TOTAL 4	
PARKING CALCULATION		PARKING CALCULATION	
PARKING TYPE REQD. PROVIDED		PARKING TYPE REQD. PROVIDED	
RESIDENTS (3 SPACES/UNIT) 12 12		RESIDENTS (3 SPACES/UNIT) 12 12	
VISITORS (1 SPACE/4 UNITS) 0 0		VISITORS (1 SPACE/4 UNITS) 0 0	
GARAGE SPACES - NOT INCLUDED IN COUNT 0 0		GARAGE SPACES - NOT INCLUDED IN COUNT 0 0	
TOTAL PARKING SPACES 12 12		TOTAL PARKING SPACES 12 12	
NOTE: ALL UNIT TYPES PROVIDE ONE PRIVATE GARAGE/UNIT. THIS SPACE DOES NOT COUNT TOWARDS THE MINIMUM PARKING REQUIREMENTS.		NOTE: ALL UNIT TYPES PROVIDE ONE PRIVATE GARAGE/UNIT. THIS SPACE DOES NOT COUNT TOWARDS THE MINIMUM PARKING REQUIREMENTS.	
SPECIAL REGULATIONS			
SITES A & B (BASED ON RD-2)		SITES C (BASED ON RS-4)	
LANDSCAPE REQD. PROP. VARIANCE		LANDSCAPE REQD. PROP. VARIANCE	
GREEN OPEN SPACE 45% 34% 25%		GREEN OPEN SPACE 45% 34% 25%	
LANDSCAPE STRIP 1.2' 1.2' -		LANDSCAPE STRIP 1.2' 1.2' -	
SIDEWALK 5' 5' -		SIDEWALK 5' 5' -	
SITE DEV. STANDARDS REQD. PROP. VARIANCE		SITE DEV. STANDARDS REQD. PROP. VARIANCE	
MIN. LOT AREA 3,000 SF 3,000 SF 0%		MIN. LOT AREA 3,000 SF 3,000 SF 0%	
MIN. LOT WIDTH 20' 20' 0%		MIN. LOT WIDTH 20' 20' 0%	
MIN. SETBACKS REQD. PROP. VARIANCE		MIN. SETBACKS REQD. PROP. VARIANCE	
FRONT 20' 20' 0%		FRONT 20' 20' 0%	
REAR 10' 10' 0%		REAR 10' 10' 0%	
SIDE 10' 10' 0%		SIDE 10' 10' 0%	
CORNER 10' 10' 0%		CORNER 10' 10' 0%	
NOTE: 3 MINIMUM ENCROACHMENT INTO REAR SETBACKS ALLOWED ABOVE GROUND LEVEL.		NOTE: 3 MINIMUM ENCROACHMENT INTO REAR SETBACKS ALLOWED ABOVE GROUND LEVEL.	
SITES D & E (BASED ON RS-4)		SITES D & E (BASED ON RS-4)	
LANDSCAPE REQD. PROP. VARIANCE		LANDSCAPE REQD. PROP. VARIANCE	
GREEN OPEN SPACE 45% 34% 25%		GREEN OPEN SPACE 45% 34% 25%	
LANDSCAPE STRIP 1.2' 1.2' -		LANDSCAPE STRIP 1.2' 1.2' -	
SIDEWALK 5' 5' -		SIDEWALK 5' 5' -	
SITE DEV. STANDARDS REQD. PROP. VARIANCE		SITE DEV. STANDARDS REQD. PROP. VARIANCE	
MIN. LOT AREA 3,000 SF 3,000 SF 0%		MIN. LOT AREA 3,000 SF 3,000 SF 0%	
MIN. LOT WIDTH 20' 20' 0%		MIN. LOT WIDTH 20' 20' 0%	
MIN. SETBACKS REQD. PROP. VARIANCE		MIN. SETBACKS REQD. PROP. VARIANCE	
FRONT 20' 20' 0%		FRONT 20' 20' 0%	
REAR 10' 10' 0%		REAR 10' 10' 0%	
SIDE 10' 10' 0%		SIDE 10' 10' 0%	
CORNER 10' 10' 0%		CORNER 10' 10' 0%	
NOTE: 3 MINIMUM ENCROACHMENT INTO REAR SETBACKS ALLOWED ABOVE GROUND LEVEL.		NOTE: 3 MINIMUM ENCROACHMENT INTO REAR SETBACKS ALLOWED ABOVE GROUND LEVEL.	



1 MASTER SITE PLAN
SCALE: 1" = 100'

SITE AREA COMPUTATION (TOTAL SITE)											
PARCEL	PROPOSED USE	GROSS AREA	GROSS AREA	NET AREA	NET AREA	NET OF	NET OF	NET OF	CONSTRUCTION	NET AREA	NET AREA
		(SQ. FT.)	(ACRES)	(SQ. FT.)	(ACRES)	ROADS	GREEN	OPEN	(SQ. FT.)	(ACRES)	(SQ. FT.)
A	TOWNHOMES	49,700	0.92	41,300	0.76	134	14.2	14.2	344,300	0.8	0.0
B	TOWNHOMES	49,700	0.92	40,200	0.74	148	14.2	14.2	293,000	0.7	0.0
C	SINGLE FAMILY	30,741	0.71	27,500	0.51	76	8.0	8.0	300,100	0.7	0.0
D	SINGLE FAMILY	70,000	1.58	69,000	1.28	110	11.9	11.9	297,200	0.7	0.0
E	SINGLE FAMILY	70,000	1.58	67,800	1.25	110	11.9	11.9	297,200	0.7	0.0
F	PUBLIC PARK	264,300	6.02	264,300	6.02	0	0.0	0.0	0	0.0	0.0
G	SINGLE FAMILY	70,000	1.58	69,000	1.28	110	11.9	11.9	297,200	0.7	0.0
TOTAL		490,241	10.62	438,000	10.07	644	6.9	6.9	1,911,000	4.3	0.0

BEDROOM COUNT (TOTAL SITE)											
PARCEL	PROPOSED USE	UNIT TYPE	# OF UNITS	# OF BEDROOMS	TOTAL BEDROOMS						
A	TOWNHOMES	TH	74	4	296						
B	TOWNHOMES	TH	74	4	292						
C	SINGLE FAMILY	TH	30	3	120						
D	SINGLE FAMILY	TH	70	3	280						
E	SINGLE FAMILY	TH	70	3	280						
F	PUBLIC PARK	A	0	0	0						
G	SINGLE FAMILY	A	30	3	120						
TOTAL			248	21	878						

PERVIOUS AREA (TOTAL SITE)											
PARCEL	PERVIOUS AREA	%	SURFACE AREA	%	GROSS AREA	(SQ. FT.)					
A	100,000	20%	296,000	60%	496,000	1.12					
B	100,000	20%	292,000	60%	492,000	1.10					
C	304,741	61%	493,200	100%	797,941	1.81					
D	311,000	63%	386,000	55%	697,000	1.58					
E	311,000	63%	386,000	55%	697,000	1.58					
F	264,300	54%	0	0%	264,300	0.60					
G	304,741	61%	493,200	100%	797,941	1.81					
TOTAL	2,021,041	48%	2,190,400	50%	4,211,441	9.52					

MASTER SITE PLAN LEGEND											
[Yellow Box]	SPH - 4,000 SF LOTS										
[Orange Box]	SPH - 3,000 SF LOTS										
[Blue Box]	TH-2 - TOWNHOUSE WITH GARAGE										
[Light Blue Box]	TH-1 - TOWNHOUSE WITHOUT GARAGE										

BELLON

187th Avenue (Reburland Road)

ONE COMMUNITY - A RESIDENTIAL DEVELOPMENT
JANUARY 2021 DEVELOPMENT
Ft. Lauderdale, FL

PROJECT No. 1088
DATE: 01/20/21
SCALE: 1" = 100'
DRAWN BY: JLD
CHECKED BY: LLD
DATE: 01/20/21

LEOPOLD & BELLON
REGISTERED PROFESSIONAL ENGINEERS
FLORIDA LICENSE NO. 11392-0400
11392-0400

MASTER SITE PLAN
MSP-1

RESOLUTION NO. 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$33,500,000 AGGREGATE PRINCIPAL AMOUNT OF KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT BONDS, IN ONE OR MORE SERIES, TO PAY ALL OR A PORTION OF THE COSTS OF DESIGN, ACQUISITION AND CONSTRUCTION OF CERTAIN PUBLIC INFRASTRUCTURE IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO, WATER DISTRIBUTION AND SEWER COLLECTION SYSTEMS, INCLUDING THE PAYMENT OF CONNECTION FEES; STORMWATER MANAGEMENT AND DRAINAGE FACILITIES; ROADWAY IMPROVEMENTS, AND THE PAYMENT OF ROAD IMPACT FEES; AND ALL RELATED SOFT AND INCIDENTAL COSTS (COLLECTIVELY, THE “PROJECT”), PURSUANT TO CHAPTER 190, *FLORIDA STATUTES*, AS AMENDED; APPOINTING U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION TO SERVE AS TRUSTEE; APPROVING THE EXECUTION AND DELIVERY OF A MASTER TRUST INDENTURE AND A SUPPLEMENTAL TRUST INDENTURE IN SUBSTANTIALLY THE FORMS ATTACHED HERETO; PROVIDING THAT SUCH BONDS SHALL NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT (EXCEPT AS OTHERWISE PROVIDED HEREIN), THE CITY OF FLORIDA CITY, FLORIDA, MIAMI-DADE COUNTY, FLORIDA, OR OF THE STATE OF FLORIDA OR OF ANY OTHER POLITICAL SUBDIVISION THEREOF, BUT SHALL BE PAYABLE SOLELY FROM SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE PROPERTY WITHIN THE DISTRICT BENEFITED BY THE PROJECT AND SUBJECT TO ASSESSMENT; PROVIDING FOR THE JUDICIAL VALIDATION OF SUCH BONDS; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, Keys Edge Community Development District (the “District”), is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), created by Ordinance No. 07-106 of the Miami-Dade County Board of County Commissioners (the “County Commissioners”), enacted on July 24, 2007 and effective on August 3, 2007, as amended by Ordinance No. 07-173 of the County Commissioners to correct a scrivener’s error in the legal description, enacted on December 4, 2007 and effective on December 14, 2007 and as further amended by Ordinance No. 24-35 of the County Commissioners to amend the boundaries of the District, enacted on April 16, 2024 and effective on April 26, 2024;

WHEREAS, the District was created for the purpose of delivering certain community development services and facilities within and outside its jurisdiction, and the District has decided to undertake the design, acquisition and construction costs of certain public infrastructure improvements to be located in or for the benefit of developable lands within the District including, but not limited to, water distribution and sewer collection systems, including the payment of

connection fees; stormwater management and drainage facilities; roadway improvements, and the payment of road impact fees; and all related soft and incidental costs, pursuant to the Act (collectively, the “Project”), all as set forth in **Schedule “I”** hereto;

WHEREAS, the District desires to authorize the issuance of not to exceed \$33,500,000 aggregate principal amount of its Keys Edge Community Development District Special Assessment Bonds, in one or more series (collectively, the “Bonds”), in order to pay all or a portion of the costs of design, acquisition and construction of the Project;

WHEREAS, the District desires to provide the terms and conditions under which the District will acquire and cause to be constructed the public infrastructure improvements on District lands and , if applicable, certain adjacent lands the improvement of which will specially benefit certain District lands known as ONX Community;

WHEREAS, authority is conferred upon the District by the Constitution and laws of the State of Florida, specifically including, but not limited to, Sections 190.011(9), 190.011(14), 190.014, 190.016(1), 190.016(2), 190.016(5), 190.016(8), 190.016(11), 190.016(13), 190.022 and 190.023 of the Act, to issue the Bonds; and

WHEREAS, the District desires to authorize and approve various instruments to be executed and delivered in connection with the Bonds and to provide for the judicial validation of the Bonds pursuant to Section 190.016(12), *Florida Statutes*.

NOW, THEREFORE, BE IT RESOLVED by Keys Edge Community Development District, as follows:

Section 1. Authorization of Bonds. The District hereby authorizes the issuance of not to exceed \$33,500,000 aggregate principal amount of the Bonds in one or more series to (i) finance all or a portion of the costs of the Project; (ii) fund debt service reserve accounts for each series of bonds so issued, if applicable; (iii) fund capitalized interest for the Bonds, if so required; and (iv) pay the costs of issuing the Bonds. Pursuant to Section 190.016(1) of the Act, the Bonds may be issued and delivered by the District in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale.

Section 2. Certain Details of the Bonds. The Bonds and the interest thereon, shall not be deemed to constitute a debt, liability or obligation of the District (except as provided herein), the City of Florida City, Florida (the “City”), Miami-Dade County, Florida (the “County”), or of the State of Florida (the “State”), or of any other political subdivision thereof, but shall be payable solely from the Special Assessments (as defined in the form of Indenture hereinafter referred to) levied by the District on property within the District benefited by the Project and subject to assessment, as set forth in the Indenture, and neither the faith and credit nor any taxing power of the District, the City, the County or the State, or of any other political subdivision thereof, is pledged to the payment of the principal of or interest on the Bonds, except for Special Assessments to be assessed and levied by the District to secure and pay the Bonds.

The Bonds shall:

- (i) be issued in one or more series and may be delivered in payment of the purchase price of the Project or sold at public or private sale, as provided in Section 190.016(1), *Florida Statutes*, each series in an aggregate principal amount to be determined by subsequent resolution or resolutions of the District; provided, however, that the total aggregate principal amount of the Bonds issued may not exceed \$33,500,000 unless this Resolution is amended prior to the validation of the Bonds authorized herein;
- (ii) be issued in fully registered form in a minimum principal denomination of \$5,000 and any integral multiple of \$5,000 in excess thereof, except as otherwise provided in the herein defined Indenture;
- (iii) bear interest at an average annual rate not exceeding the maximum rate as may then be permitted by the laws of the State as more particularly provided in one or more resolutions adopted by the District prior to the issuance and delivery of the Bonds of any series;
- (iv) shall be payable in not more than 30 annual installments of principal; and
- (v) be dated as provided in a resolution adopted by the District prior to the issuance and delivery thereof.

The final maturity date or dates of the Bonds and the interest rate or rates thereon shall be determined, within the foregoing limits, and any optional, mandatory and extraordinary redemption provisions thereof shall be fixed, by the Indenture hereinafter referred to or by one or more resolutions of the District to be adopted prior to the delivery of the Bonds of any series. In other respects, the Bonds shall be in the form, shall be executed and authenticated, shall be subject to replacement and shall be delivered as provided in the Indenture hereinafter referred to, the form of which is set out as composite **Exhibit "A"** attached hereto.

Prior to the issuance and delivery of the Bonds, the District shall have undertaken and, to the extent then required under applicable law, completed all necessary proceedings, including, without limitation, the approval of assessment rolls, the holding of public hearings and the adoption of resolutions in order to levy and collect Special Assessments upon the lands within the District subject to assessment, all as more specifically required and provided for by the Act and Chapters 170, 190 and 197, *Florida Statutes*, as the same may be amended from time to time, or any successor statutes thereto.

Section 3. Designation of Attesting Members. Each Assistant Secretary of the Board of Supervisors (the "Board") of the District (each individually a "Designated Member") and the Secretary are hereby designated and authorized on behalf of the Board to attest to the seal of the District and to attest the signature of the Chairperson or Vice Chairperson of the Board as they appear on the Bonds, the Indenture and any other documents which may be necessary or helpful in connection with the issuance and delivery of the Bonds and in connection with the application of the proceeds thereof.

Section 4. Authorization of Execution and Delivery of Master Trust Indenture and Supplemental Trust Indenture. The District does hereby authorize and approve the execution

by the Chairperson or Vice Chairperson and any Designated Member and the delivery of a Master Trust Indenture and a Supplemental Trust Indenture (collectively, the “Indenture”) for the Bonds, each between the District and the Trustee named in Section 6 of this Resolution. The Indenture shall provide for the security of the Bonds and express the contract between the District and the owners of such Bonds. The Indenture shall be in substantially the forms thereof attached hereto and marked composite **Exhibit “A”** and are hereby approved, with such modifications, additions, deletions, filling in of blanks or other changes therein as are necessary or desirable to reflect the terms of the sale of the Bonds as shall be approved by the Chairperson (or in his or her absence, the Vice Chairperson) executing the same, with such execution to constitute conclusive evidence of such officer’s approval and the District’s approval of any such changes therein from the forms of Indenture attached hereto.

Section 5. Sale of Bonds. Pursuant to the provisions of Section 190.016(1) of the Act, the Bonds may be delivered in payment of all or a portion of the purchase price of the Project or may be sold at public or private sale after such advertisement, if any, as the Board may deem advisable but not in any event at less than 90 percent of the par value thereof, together with accrued interest thereon, in conformance with the provisions of the Act.

Section 6. Appointment of Trustee. The District hereby appoints U.S. Bank Trust Company, National Association to act as trustee under the Indenture (the “Trustee”). The Trustee shall also serve as the paying agent, registrar and authenticating agent under the Indenture.

Section 7. Bond Validation. District Counsel and Bond Counsel to the District are hereby authorized and directed to take appropriate proceedings in the Circuit Court of the Eleventh Judicial Circuit of Florida, in and for Miami-Dade County, Florida, for validation and the proceedings incident thereto for the Bonds to the extent required by and in accordance with Section 190.016(12), *Florida Statutes*. The Chairperson, Vice Chairperson or any Designated Member is authorized to sign any pleadings and to offer testimony in any such proceedings for and on behalf of the District. The other members of the Board, the officers of the District and the agents and employees of the District, including, without limitation, the District Manager, the engineer or engineering firm serving as engineer to the District and the District’s underwriter are hereby also authorized to offer testimony for and on behalf of the District in connection with any such validation proceedings.

Section 8. Further Official Action; Ratification of Prior and Subsequent Acts. The Chairperson, the Vice Chairperson, the Secretary and each Designated Member and any other proper official of the District are each hereby authorized and directed to execute and deliver any and all documents and instruments (including, without limitation, any documents required by the Trustee to evidence its rights and obligations with respect to the Bonds, any documents required in connection with implementation of a book-entry system of registration, any funding agreements, acquisition agreements, true-up agreements and/or completion agreements with the Developer (as defined in the Indenture) or any other principal landowners, and investment agreements relating to the investment of the proceeds of the Bonds and any agreements in connection with maintaining the exclusion of interest on the Bonds from gross income of the holders thereof) and to do and cause to be done any and all acts and things necessary or desirable for carrying out the transactions contemplated by this Resolution. In the event that the Chairperson or the Secretary is unable to execute and deliver the documents herein contemplated, such documents shall be executed and

delivered by the respective designee of such officer or official or any other duly authorized officer or official of the District. The Secretary or any Designated Member is hereby authorized and directed to apply and attest the official seal of the District to any agreement or instrument authorized or approved herein that requires such a seal and attestation. All of the acts and doings of such members of the Board, the officers of the District, and the agents and employees of the District, which are in conformity with the intent and purposes of this resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved.

Section 9. Bond Anticipation Notes. The District may, if it determines it to be in its best financial interest, issue Bond Anticipation Notes (“BANs”) in order to temporarily finance all or a portion of the costs of the Project. The District shall by proper proceedings authorize the issuance and establish the details of such BANs pursuant to the provisions of Section 190.014, *Florida Statutes*, as amended, and other applicable provisions of laws.

Section 10. Subsequent Resolution(s) Required. Notwithstanding anything to the contrary contained herein, no series of Bonds may be issued or delivered until the District adopts a subsequent resolution and/or supplemental indenture for each such series of Bonds, fixing the details of such series of Bonds remaining to be specified or delegating to the Chairperson, the Vice Chairperson or a Designated Member the authority to fix such details.

Section 11. Severability. If any section, paragraph, clause or provision of this resolution shall be held to be invalid or ineffective for any reason, the remainder of this resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

Section 12. Effective Date. This resolution shall take effect immediately upon its adoption, and any provisions of any previous resolutions in conflict with the provisions hereof are hereby superseded.

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PASSED in Public Session of the Board of Supervisors of Keys Edge Community Development District, this 29th day of April, 2024.

**KEYS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name:

Title: Chairperson/Vice Chairperson,
Board of Supervisors

By: _____

Name:

Title: Secretary/Assistant Secretary,
Board of Supervisors

SCHEDULE I

DESCRIPTION OF THE PROJECT

The Project includes, but is not limited to, the following improvements:

Water distribution and sewer collection systems, including the payment of connection fees;

Stormwater management and drainage facilities;

Roadway improvements, and the payment of road impact fees; and

All related soft and incidental costs.

As more particularly set forth in the Engineer's Report Infrastructure Improvements dated June 2, 2022, revised on April 29, 2024, prepared by Alvarez Engineers, Inc., as such report may be supplemented and/or amended from time to time.

EXHIBIT A
FORMS OF MASTER TRUST INDENTURE
AND
SUPPLEMENTAL TRUST INDENTURE

RESOLUTION NO. 2024-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; INDICATING THE LOCATION, NATURE AND ESTIMATED COST OF THE IMPROVEMENTS TO BE CONSTRUCTED, A PORTION OF WHICH COST IS TO BE DEFRAID BY THE SPECIAL ASSESSMENTS; PROVIDING THE MANNER IN WHICH SUCH SPECIAL ASSESSMENTS SHALL BE APPORTIONED; PROVIDING WHEN SUCH SPECIAL ASSESSMENTS SHALL BE PAID; DESIGNATING CERTAIN LANDS IN THE DISTRICT UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT; AUTHORIZING THE PREPARATION OF A PRELIMINARY ASSESSMENT ROLL; PROVIDING FOR A PUBLIC HEARING TO CONSIDER THE ADVISABILITY AND PROPRIETY OF THE SPECIAL ASSESSMENTS AND THE RELATED IMPROVEMENTS; PROVIDING FOR NOTICE OF SAID PUBLIC HEARING; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Keys Edge Community Development District (“District”) hereby determines to construct and/or acquire certain public improvements (“Improvements”) described in the District’s Engineer’s Report dated April 11, 2024, as amended and as may be further revised, prepared by Alvarez Engineers, Inc. (the “Engineer’s Report”), and in the plans and specifications available for review at the offices of Special District Services, Inc., located at 8785 SW 165th Avenue, #200 Miami, FL 33193 or 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District Offices”);

WHEREAS, the District is empowered by Chapters 170, 190 and 197, *Florida Statutes*, to refinance, finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain the Improvements and to impose, levy, and collect the special assessments (as defined below);

WHEREAS, the Board finds that it is in the best interest of the District to pay all or a portion of the cost of the Improvements by imposing, levying, and collecting special assessments pursuant to Chapters 170, 190 and 197, *Florida Statutes* (“Special Assessments”) against the assessable lands within the District;

WHEREAS, the District hereby determines, based on the findings in the Engineer’s Report, that benefits will accrue to the property improved, the amount of those benefits, and that the Special Assessments will be made in proportion to the benefits received as set forth in the District’s Master Special Assessment Methodology Report dated April 29, 2024, as amended and as may be further revised, prepared by Special District Services, Inc. (the “Master Report”), a copy of which is available for review in the District Offices, for the assessable lands in the District;

WHEREAS, the District hereby determines that the Special Assessments to be levied will not exceed the benefits to the property so improved;

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

Section 1. The above recitals are hereby incorporated and adopted as the findings of fact of the Board.

Section 2. The Special Assessments shall be levied to defray a portion of the costs of the Improvements.

Section 3. The nature of the Improvements generally consists of, but not necessarily limited to, offsite and onsite roadway improvements including the payment by the District of road impact fees, stormwater management system, water distribution system including the payment by the District of related connection charges, sanitary sewer system including the payment by the District of related connection charges and other related improvements, all as described more particularly in the Engineer's Report and the plans and specifications available for review in the District Offices.

Section 4. The general locations of the Improvements are within parcels of land in the District consisting of approximately 90.22 gross acres located in the City of Florida City within the incorporated area of Miami-Dade County, Florida, in an area bounded by S.W. 336th Street on the north, S.W. 187th Road on the east, S.W. 344th Street on the south and S.W. 192nd Avenue on the west.

Section 5. The estimated cost of the Improvements is approximately \$26,967,000 (hereinafter referred to as the "Estimated Cost") based on the Engineer's Report.

Section 6. The Special Assessments will defray approximately \$33,500,000.00, which includes all or a portion of the Estimated Cost, plus financing related costs, capitalized interest and a debt service reserve requirement.

Section 7. The manner in which the Special Assessments shall be apportioned and paid is contained within the Master Report. Initially, the Special Assessments will be levied on a per acre basis since the Improvements increase the value of all the lands in the District. On and after the date the benefited lands within the District are specifically platted, the Special Assessments will be levied on a per unit/lot basis. Until such time all benefited lands within the District are specifically platted, the manner by which the Special Assessments will be imposed shall be a combination of a per acre basis and a per unit basis all in accordance with the Master Report.

Section 8. The Special Assessments shall be levied on all lots and lands, within the District which are adjoining and contiguous or bounding and abutting upon the Improvements or specially benefited thereby and further designated on the assessment plat and/or assessment roll referenced in the Master Report.

Section 9. There is on file in the District Offices an assessment plat showing the area to be assessed, with the plans and specifications describing the proposed Improvements and the Estimated Cost, all of which shall be open to inspection by the public.

Section 10. The District Manager is hereby authorized and directed to cause to be made a preliminary assessment roll, as promptly as possible, which shall show the lots and lands to be assessed, the amount of benefit to and the Special Assessment against each lot or parcel of land and the number of annual installments into which the Special Assessment is divided.

Section 11. Commencing with the year in which the District incurs obligations for the payment of a portion of the Estimated Cost of the Improvements which are acquired and/or constructed by the District, the Special Assessments shall be paid in not more than thirty (30) annual installments (not counting any capitalized period) payable at the same time and in the same manner as are ad valorem taxes and as prescribed by Chapter 197, *Florida Statutes*; provided, however, that in the event the non-ad valorem assessment method of collecting the Special Assessments is not available to the District in any year, or the District determines not to utilize the uniform method of collection described in Chapter 197, *Florida Statutes*, the Special Assessments may be collected in such manner as is otherwise permitted by law.

Section 12. Upon completion of the preliminary assessment roll, the Board shall adopt a subsequent resolution to fix a time and place at which the owners of property to be assessed or any other persons interested therein may appear before the Board and be heard as to the propriety and advisability of the Special Assessments or the making of the Improvements, the cost thereof, the manner of payment therefor, or the amount thereof to be assessed against each property as improved.

Section 13. Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this resolution to be published twice in a newspaper of general circulation within Miami-Dade County.

Section 14. In the event this Resolution conflicts with any other Resolution of the District, this Resolution shall govern and the conflicting Resolution shall be repealed to the extent of such conflict.

PASSED, ADOPTED and EFFECTIVE this 29th day of April, 2024.

ATTEST:

**KEYS EDGE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

RESOLUTION NO. 2024-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT SETTING A PUBLIC HEARING TO BE HELD ON JUNE 6, 2024 AT 10:30 A.M. TO BE HELD IN THE CONFERENCE ROOM LOCATED AT 1200 NW 4TH STREET, HOMESTEAD, FLORIDA 33030, FOR THE PURPOSE OF HEARING PUBLIC COMMENT ON THE LEVY OF NON-AD VALOREM SPECIAL ASSESSMENTS ON CERTAIN PROPERTY WITHIN THE BOUNDARIES OF THE DISTRICT; PURSUANT TO CHAPTERS 170, 190, AND 197, *FLORIDA STATUTES*; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors (“Board”) of the Keys Edge Community Development District (“District”) has adopted Resolution No. 2024-02 (the “Initial Assessment Resolution”), for implementing the limits, definitions, purpose, intent, location, nature and estimated cost of certain proposed infrastructure improvements to be partially defrayed by certain non-ad valorem special assessments on certain benefited properties within the boundaries of the District; and

WHEREAS, the Initial Assessment Resolution provides for the estimated cost of the proposed infrastructure improvements to be defrayed by the non-ad valorem special assessments and provides further for the manner in which such assessments shall be levied, when the levy shall occur, and setting forth and designating the lands upon which the assessment shall be levied, providing for an assessment plat, the preparation of a preliminary assessment roll, and related matters; and

WHEREAS, the Initial Assessment Resolution further provides for notice and conduct of a public hearing to consider the advisability and propriety of the non-ad valorem special assessments and the related infrastructure improvements; and

WHEREAS, pursuant to the Initial Assessment Resolution a preliminary assessment roll has been prepared and all of the conditions precedent (as set forth in applicable provisions of *Florida Statutes*, Chapters 170, 190 and 197, pertaining to the notice and conduct of the aforementioned Public Hearing) have been satisfied and all related documents are available for public inspection in the offices of Special District Services, Inc., 8785 SW 165th Avenue, #200 Miami, FL 33193 or 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District Offices”).

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

Section 1. The above recitals are hereby incorporated and adopted as the findings of fact of the Board.

Section 2. There is hereby declared to be a public hearing to be held on June 6, 2024 at 10:30 a.m. in the Conference Room located at 1200 NW 4th Street, Homestead, Florida 33030, for the purpose of hearing questions, comments and objections to the proposed non-ad valorem special assessments and the related infrastructure improvements as described in the preliminary assessment roll and in plans and specifications, copies of which are available for public inspection in the District Offices. Affected persons may either appear at the hearing or submit their written comments prior to the meeting to the District Offices.

Section 3. Notice (substantially in the form attached hereto as Exhibit “A”) of said hearing shall be advertised in accordance with Chapters 170, 190, and 197 *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within Miami-Dade County (by two publications one week apart with the last publication at least one week prior to the date of the hearing established herein). The District Manager shall file a publisher’s affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments.

PASSED, ADOPTED and EFFECTIVE this 29th day of April, 2024.

ATTEST:

**KEYS EDGE
COMMUNITY DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

EXHIBIT “A”

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT NOTICE OF PUBLIC HEARING TO LEVY AND PROVIDE FOR THE COLLECTION AND ENFORCEMENT OF NON-AD VALOREM SPECIAL ASSESSMENTS

Notice is hereby given that the Board of Supervisors (the “Board”) of the Keys Edge Community Development District (the “District”) will conduct a Public Hearing and a Special Meeting to consider adoption of an assessment roll and the imposition of special assessments against certain properties within the boundaries of the District. The general location of the area where proposed public infrastructure improvements to be improved and assessed is within a tract of land consisting of approximately 90.22 gross acres located in the City of Florida City within the incorporated area of Miami-Dade County, Florida, in an area bounded by S.W. 336th Street on the north, S.W. 187th Road on the east, S.W. 344th Street on the south and S.W. 192nd Avenue on the west.

The purpose of the special assessments is to fund all or a portion of the cost of certain infrastructure improvements to certain properties within the area described above. The nature of the proposed improvements generally consists of, but are not necessarily limited to, off-site and on-site roadway improvements including the payment by the District of related road impact fees, stormwater management and drainage systems, water distribution system including the payment by the District of related connection charges, sanitary sewer system including the payment by the District of related connection charges and other related improvements, all as described more particularly in the Engineer’s Report dated and accepted April 29th, 2024, and as may be further revised, prepared by Alvarez Engineers, Inc. (the “Engineer’s Report”), and the plans and specifications on file in the offices of Special District Services, Inc., 8785 SW 165th Avenue, #200, Miami, FL 33193 or 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District Offices”). A description of each property to be assessed and the amount to be assessed to each piece or parcel of assessable property is set forth in the Master Special Assessment Methodology Report, dated and accepted April 29th, 2024, and as may be further supplemented, prepared by Special District Services, Inc., (the “Master Report”) on file in the District Offices.

A Public Hearing to receive comments from affected property owners as to the propriety and advisability of making such improvements, as to the cost thereof, as to the manner of payment thereof; and as to the amount thereof to be assessed against each parcel will be held, in conjunction with the Special Board Meeting, on June 6, 2024, at 10:30 a.m. in the Conference Room located at 1200 NW 4th Street, Homestead, Florida 33030.

All affected property owners have a right to appear at the Public Hearing and the right to file written objections with the District within twenty (20) days of the publication of this Notice.

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

In accordance with the Americans with Disabilities Act, this document may be requested in an alternative format. Auxiliary aids or services will also be provided upon request with at least five (5) days’ notice prior to the proceeding. Please contact the District Manager at 786-313-3661 and/or 877- 737-4922 for assistance. If hearing impaired, telephone the Florida Relay Service (800) 955-8771 (TDD) for assistance.

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT

www.keysedgecdd.org

PUBLISH MIAMI HERALD: 05/21/24 & 05/28/24

RESOLUTION NO. 2024-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) EXPRESSING THE INTENT OF THE DISTRICT TO USE THE UNIFORM METHOD OF LEVY, COLLECTION AND ENFORCEMENT OF NON-AD VALOREM ASSESSMENTS AS AUTHORIZED AND PERMITTED BY SECTION 197.3632, *FLORIDA STATUTES*; EXPRESSING THE NEED FOR THE LEVY OF NON-AD VALOREM ASSESSMENTS AND SETTING FORTH THE LEGAL DESCRIPTION OF THE REAL PROPERTY WITHIN THE DISTRICT'S JURISDICTIONAL BOUNDARIES THAT MAY OR SHALL BE SUBJECT TO THE LEVY OF DISTRICT NON-AD VALOREM ASSESSMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Chapter 197, *Florida Statutes*, provides for the usage by Keys Edge Community Development (“District”) of a uniform method of levying, collecting and enforcing its non-ad valorem assessments; and

WHEREAS, Chapter 197, *Florida Statutes*, sets forth certain requirements which must be met by the District in order to use said uniform method of levying, collecting and enforcing its non-ad valorem assessments; and

WHEREAS, in accordance with Section 197.3632, *Florida Statutes*, the District will cause to be published in a newspaper of general circulation within the county within which the District is located, weekly for four (4) consecutive weeks prior to the date of the public hearing a notice of the District's intent to hold a public hearing on June 6, 2024, at 10:30 a.m. in the Conference Room located at 1200 SW 4th Street, Homestead, Florida 33030, for the purpose of advising the public of the District's intention to adopt and use the Chapter 197, *Florida Statutes*, uniform method of levying, collecting and enforcing non-ad valorem assessments; and

WHEREAS, the Board of Supervisors (“Board”) of the District have determined that it is in the best interest of the District for the District to elect to use the uniform method of levying, collecting and enforcing non-ad valorem assessments as provided in Section 197.3632, *Florida Statutes*.

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

Section 1. The above recitals are hereby incorporated and adopted as the findings of fact of the Board.

Section 2. The uniform method of levying, collecting and enforcing non-ad valorem assessments as authorized by Section 197.3632, *Florida Statutes*, is hereby considered for adoption and usage by the District.

Section 3. Non-ad valorem assessments will in the future be required to be assessed

and levied by the District in order to provide necessary funds for one or more of the following reasons:

- (a) Satisfying the lawful debt obligations of the District, and/or
- (b) Financing, constructing, maintaining and servicing the Improvements of the District, and/or
- (c) The operation of the District, and/or
- (d) Such other lawful purposes which the District is empowered to provide as authorized by law.

Section 4. The uniform method of levying, collecting and enforcing non-ad valorem assessments now and in the future, if so required, shall, to the extent authorized by law, apply to all lands located within the jurisdictional boundaries of the District, as said jurisdictional boundaries are described in attached Exhibit "A" which is incorporated herein and made a part hereof.

Section 5. That a certified copy of this Resolution, together with Exhibit "A" attached thereto, shall be promptly forwarded to the Miami-Dade County Property Appraiser, Miami-Dade County Tax Collector and the Florida Department of Revenue.

PASSED, ADOPTED and BECOMES EFFECTIVE this 29th day of April, 2024.

ATTEST:

**KEYS EDGE COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

EXHIBIT A
LEGAL DESCRIPTION
KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT

LEGAL DESCRIPTION:

The North 1/4 of the Southeast 1/4 of Section 23, Township 57 South, Range 38 East, less the East 35 feet thereof, lying and being in Miami-Dade County, Florida.

AND

The Northwest 1/4 of the Southwest 1/4 of the Southeast 1/4 of Section 23, Township 57 South, Range 38 East, lying and being in Miami-Dade County, Florida.

AND

The Southeast 1/4 of the Northwest 1/4 of the Southeast 1/4 in Section 23, Township 57 South, Range 38 East, lying and being in Miami-Dade County, Florida.

AND

The East 1/2 of the Southwest 1/4 of the Southeast 1/4 of Section 23, Township 57 South, Range 38 East, lying and being in Miami-Dade County, Florida, LESS the South 295 feet thereof.

AND

The West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 23, Township 57 South, Range 38 East, less the North 25 feet of the Northwest 1/4 of the Southeast 1/4 of the Southeast 1/4 of Section 23, Township 57 South, Range 38 East, for right of way purposes, and less the South 295 feet thereof, lying and being in Miami-Dade County, Florida.

TOGETHER WITH:

The South 700 feet of the East 1/2 of the Southeast 1/4 of the Southeast 1/4, LESS the East 390.21 feet and LESS the South 295 feet thereof, in Section 23, Township 57 South, Range 38 East, lying and being in Miami-Dade County, Florida.

LESS

That portion of NW 189th Avenue as shown on certain Right of Way Deed to the City of Florida City for public Right of Way, recorded in Official Records Book 32068, at Page 3277, of the Public Records of Miami-Dade County, Florida, less the West 25 feet of the South 295 feet of the East 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 23, Township 57 South, Range 38 East, Miami-Dade County, Florida.

The above-described lands containing an area of 4,143,357 Square Feet, or 95.12 Acres, more or less, by calculations.

fmsbonds
Municipal Bond Specialists

20660 W. Dixie Highway
North Miami Beach, FL 33180

April 18, 2024

Keys Edge Community Development District
c/o Special District Services, Inc.
2501A Burns Road
Palm Beach Gardens, Florida 33410
Attn: Ms. Nancy Nguyen

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Ms. Nguyen:

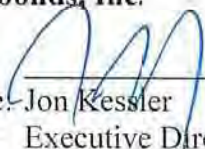
Thank you for the opportunity to work with the Keys Edge Community Development District (the "Issuer") regarding the underwriting of the Issuer's Special Assessment Bonds, Series 2024 and future series of bonds (the "Bonds"). The Issuer and FMSbonds, Inc. ("FMS"), solely in its capacity as underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Board (MSRB) Rule G-17 Disclosure, as set forth in the amended and restated MSRB Notice 2019-20 (November 8, 2019)¹ (the "Notice"). We ask that you provide this letter to the appropriate person at the Issuer.

We look forward to working with you.

Yours truly,

FMSbonds, Inc.

By: 
Name: Jon Kessler
Title: Executive Director

Agreed to and accepted as of the date first written above:

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Name: _____
Title: _____

¹ Interpretive Notice Concerning the Application of MSRB Rule G-17 to underwriters and Underwriters of Municipal Securities (effective March 31, 2021).

ATTACHMENT I

Section 1 **Scope of Services of FMS:** FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the Issuer on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

Section 2 **Terms and Conditions:**

1. Underwriter Fee ("Underwriting Fee"). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 2% of the par amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.
2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the Issuer will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. Bond Purchase Agreement. The obligations of the Underwriter and those of the Issuer would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
4. Costs of Issuance. The Issuer shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the Issuer.
5. Assumptions. The proposed terms and statements of intention set forth in this attachment are based on information currently available to FMS about the Issuer and the market for special assessment bonds similar to the Bonds and the assumptions that:

- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
 - b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the Issuer and the primary landowner and developer;
 - c) the offering memorandum will comply with all applicable laws and regulations;
 - d) there will not be any unanticipated substantial delays on the part of the Issuer in completing the transaction; and
 - e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
6. Information. The Issuer agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the Issuer. To assist FMS in the underwriting the Issuer will (a) provide and cause the Issuer's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the Issuer and its advisors and the primary landowner and developer; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of our engagement shall commence as of the date the covering letter is executed by the Issuer and continue in full force and effect unless terminated by either party. In event of termination by the Issuer without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the Bonds.

The engagement contemplated hereby is solely for the benefit of the Issuer and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This engagement contains the entire understanding of the parties relating to the transactions contemplated hereby and supersedes all prior agreements, understandings and negotiations with respect thereto.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a financial advisor or municipal advisor.

ATTACHMENT II

MSRB Rule G-17 Disclosure --- The Issuer recognizes that FMSbonds, Inc. will serve as the underwriter (the "Underwriter") and not as a financial advisor or municipal advisor, in connection with the issuance of the bonds relating to this financing (herein, the "Bonds"). As part of our services as Underwriter, FMSbonds, Inc. may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. Any such advice, if given, will be provided by FMSbonds, Inc. as Underwriter and not as your financial advisor or municipal advisor in this transaction. The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires a broker to deal fairly at all times with both municipal issuers and investors.
- The Underwriter's primary role is to purchase the Bonds in an arm's-length commercial transaction with the Issuer. As such, the Underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- The Underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to use its best efforts to resell the Bonds with purchases at prices that are fair and reasonable.
- The Bonds may be sold into a trust either at the time of issuance or subsequent to issuance. In such instance FMSbonds, Inc., not in its capacity of Underwriter, may participate in such trust arrangement by performing certain administrative roles. Any compensation paid to FMSbonds, Inc. would not be derived from the proceeds of the Bonds or from the revenues pledged thereunder.

The Underwriter will be compensated in accordance with the terms of a bond purchase contract by and between the Underwriter and Issuer. Payment or receipt of the Underwriter's compensation will be contingent on the closing of the transaction. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an Underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The Issuer acknowledges no such recommendation has been made by the Underwriter.

Please note nothing in this letter is an expressed or an implied commitment by us to provide financing or to place or purchase the Bonds. Any such commitment shall only be set forth in a bond purchase contract or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in any transaction (contemplated herein or otherwise) remains subject to, among other things, the execution of a bond purchase contract (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMSbonds, Inc. is acting independently in seeking to act as Underwriter in the transaction contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMSbonds, Inc. assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the purchasers or any other brokers in connection with the transactions contemplated herein or otherwise.


If you or any other representative of the Issuer have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with your own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent deemed appropriate.

The MSRB requires that we seek the Issuer's acknowledgement that it has received this letter. We request that the person at the Issuer who has the authority to bind the Issuer (herein, "Authorized Issuer Representative") acknowledge this letter as soon as practicable and by nature of such acknowledgment that such person is not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

We look forward to working with you in connection with the issuance of the Bonds, and we appreciate the opportunity to assist you in this transaction. Thank you.

FMSbonds, Inc.

By: 
Name: Jon Kessler
Title: Executive Director

April 17, 2024

Board of Supervisors
Keys Edge Community Development District
c/o Special District Services, Inc.
2501 Burns Road, Suite A
Palm Beach Gardens, Florida 33410

**Re: Keys Edge Community Development District
Special Assessment Bonds**

Dear Ladies and Gentlemen:

On behalf of Squire Patton Boggs (US) LLP (“Squire Patton Boggs” or the “Firm”), I am pleased to submit this letter to you, setting forth an estimate of our legal fees and expenses to serve as Bond Counsel and Disclosure Counsel in connection with the referenced bonds (the “Bonds”) to be issued by Keys Edge Community Development District (the “District”).

A written engagement agreement is required or recommended by the law of professional ethics in the jurisdictions in which we practice law. The engagement agreement between us consists of this letter and the enclosed Standard Terms and Conditions of Engagement (“Standard Terms”). The engagement agreement is designed to address our responsibilities to each other and to outline for the District certain important matters that are best established early as we form an attorney-client relationship with the District in this matter.

The engagement agreement responds to requirements in the rules of professional ethics and is intended to achieve a better understanding between us. We request that the District review this agreement carefully. By proceeding with this engagement the District will be indicating to us that it has done so. It is important that the District review and understand the terms of our relationship, such as the section on “Conflicts of Interest.”

The Firm’s services as Bond Counsel will include those customarily provided by Bond Counsel in an issue such as the Bonds, including the rendering of our legal opinion (the “Bond Opinion”), provided that the proceedings for the issuance of the Bonds have been completed to our satisfaction. The Bond Opinion will address the legality and validity of the Bonds, the excludability of interest on the Bonds from gross income for federal income tax purposes and certain tax aspects of the Bonds under the laws of the State of Florida. We will address the Bond Opinion to the District and will deliver it on the date that the District delivers the Bonds to their purchasers in exchange for their purchase price (the “Closing”).

45 Offices in 20 Countries

Squire Patton Boggs (US) LLP is part of the international legal practice Squire Patton Boggs, which operates worldwide through a number of separate legal entities.

Please visit squirepattonboggs.com for more information.

The Firm's service as Disclosure Counsel will include primary drafting responsibility for the forefront of the District's preliminary and final disclosure document and any interim revisions thereto (collectively, the "Limited Offering Memoranda"). The Firm's service as Disclosure Counsel will also include the review of certain documents and proceedings of the District to the extent that we consider reasonably necessary under the circumstances in order to assist the District in obtaining comfort in the accuracy and completeness of the Limited Offering Memoranda. This review will not rise to the level of independent verification of facts and statements contained in the Limited Offering Memoranda and will not be as extensive and detailed as a due diligence review that would be conducted by an underwriter or its counsel. Regardless, we will bring to your attention any matter that comes to the attention of the lawyers in our firm responsible for this matter that causes us to believe that the Limited Offering Memoranda will contain any untrue statement of a material fact or will omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they will be made, not misleading. At Closing, the Firm will provide a letter addressed to the District in the form customary provided by Disclosure Counsel in an issue such as the Bonds.

Based upon: (i) our current understanding of the terms, structure, size and schedule of the proposed financing, (ii) the duties and responsibilities we will undertake in connection therewith, and (iii) the time we anticipate devoting to the financing, we estimate our combined Bond Counsel and Disclosure Counsel fee will be approximately \$80,000. The foregoing fee may vary if material changes in the structure or schedule of the financing occur, or if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If at any time we believe that circumstances require an adjustment of our original fee estimate, we will so advise the District in order to discuss a mutually agreeable adjustment in the Bond Counsel and Disclosure Counsel fee. We will also bill the District for all client charges made or incurred in connection with our representation, such as photocopying, courier charges, transcript binding charges and other related expenses. Please note that payment of such fees and other charges is due upon Closing.

It is our understanding that the Bonds will be underwritten by FMSbonds, Inc. (the "Underwriter"). Squire Patton Boggs conducts a national practice in the area of public finance that involves the representation of issuers, investment banking firms and other parties in the issuance of governmental and private activity debt obligations. The Firm also conducts a national and international corporate law practice that includes the representation of financial institutions and other businesses in transactions, litigation and other matters. As a result of the extent and diversity of that practice, the Firm may currently represent or have previously represented the Underwriter or the entity selected to serve as trustee for the Bonds in matters unrelated to the District or the issuance of the Bonds. The Firm may also commence such representations during the time it is representing the District. Considering the lack of relationship that such other matters have to the District or to the Bonds, the Firm does not expect any such other representations to conflict with its fulfillment of its professional obligations to the District.

We appreciate the opportunity to serve as Bond Counsel and Disclosure Counsel to the District in connection with the issuance of the Bonds. Any of the following alternative methods for acceptance of this engagement agreement will be effective: (i) signing and returning the copy of this letter that is enclosed for that purpose, or (ii) assigning us work, including continuing any previous assignment of work, or (iii) sending us a letter or e-mail clearly referencing this engagement agreement and agreeing to it. However, even if you accept this engagement agreement by methods (ii) or (iii), I would appreciate it if you would confirm your acceptance by countersigning the enclosed copy of this letter and returning it to me. If you do not agree with one or more of the provisions of the engagement agreement, please contact me so that we can try to address your concerns. If we do not receive a written objection within two weeks, you will be bound by this engagement agreement (although, as explained in the attached Standard Terms, you can terminate our services at any time). Of course, if you have any questions or concerns regarding the foregoing, please call me at 305-577-7048.

We look forward to working with you on this financing.

SQUIRE PATTON BOGGS (US) LLP

By:



Name: Pedro H. Hernandez
Title: Partner

Accepted and approved as of the
___ day of _____, 2024:

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT

By: _____
Title: Chair, Board of Supervisors

Standard Terms and Conditions of Engagement Applicable Worldwide

The engagement agreement with you includes the accompanying cover letter and, as applicable, any separate Matter Acknowledgment Letter (collectively and individually "Engagement Letter"). It also consists of these additional Terms and Conditions of Engagement applicable worldwide and any Terms and Conditions of Engagement applicable for particular jurisdictions (collectively and individually "Standard Terms and Conditions of Engagement" or "Standard Terms") as well as any terms in any other document to which we both agree in writing. The engagement agreement is the means by which you are retaining the Firm (as defined in these Standard Terms) to provide legal services. "You" and "yours" refers to our client(s) defined more fully below in the section entitled WHO IS AND IS NOT OUR CLIENT. For your convenience, set forth below are the topics covered in these Standard Terms:

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THE FIRM

"Squire Patton Boggs" is the collective trade name for an international legal practice comprised of partnerships or other entities authorized to practice law in various nations or other jurisdictions. The "Firm" means Squire Patton Boggs (US) LLP,¹ Squire Patton Boggs (UK) LLP,² Squire Patton Boggs (AU),³ or Squire Patton Boggs (MEA) LLP,⁴ and/or an affiliate listed at <https://www.squirepattonboggs.com/en/footer/legal-notice> in all cases including the entity or entities lawfully permitted to practice law in the jurisdiction or jurisdictions necessary or appropriate to provide your legal services. Your engagement in this instance is with the entity⁵ which sent you these Standard Terms and, as applicable, with such other Squire Patton Boggs entity or entities necessary or appropriate for your legal services, in which case the entity which sent you these Standard Terms is acting on their behalf. These Standard Terms apply to your relationship with all Squire Patton Boggs entities which provide you services. "We" or "us" or "our" refer not only to the entity sending you these Standard Terms, but also to all Squire Patton Boggs entities unless the context or applicable law requires reference only to the specific entity or

¹ Squire Patton Boggs (US) LLP is a limited liability partnership organized under the laws of the State of Ohio, USA.
² Squire Patton Boggs (UK) LLP (trading as Squire Patton Boggs) is a Limited Liability Partnership registered in England and Wales with number OC 335584 authorised and regulated by the Solicitors Regulation Authority with SRA number 485150. A list of the members and their professional qualifications is open to inspection at 60 London Wall, London, EC2M 5TQ.

³ Squire Patton Boggs (AU) is a general partnership established under the laws of Western Australia.
⁴ Squire Patton Boggs (MEA) LLP is a limited liability partnership organized under the laws of Washington, D.C.
⁵ Squire Patton Boggs includes partnerships or other entities in a number of different nations. Due to local laws on regulation of the legal profession, the formal legal name may differ in some nations.

entities you contract with. The use of "Squire Patton Boggs" as a trade or business name or brand by all or any of such entities shall not imply that the international legal practice is itself engaged in the provision of legal or other services. For further information please see www.squirepattonboggs.com.

This engagement agreement shall apply to all matters for which you might now or in the future request our assistance, unless of course you and we agree in the future to an updated version of this engagement agreement or to a new or revised engagement agreement expressly referring to and superseding this engagement agreement in whole or in part. This engagement agreement also applies to any affiliate or other related party that becomes our client unless and until a separate engagement agreement is agreed to between such party and us. We encourage you to retain this engagement agreement.

WHAT PROFESSIONALS WILL PROVIDE THE LEGAL SERVICES?

In most cases one of our lawyers will be your principal contact. From time to time that attorney may delegate parts of your work to other lawyers or to legal assistants or nonlegal personnel in the Firm or to outside "contract" personnel.

SCOPE AND NATURE OF OUR SERVICES TO YOU

In our letter that presents these Standard Terms to you, or in a separate Matter Acknowledgement Letter, we will describe the matter or case in which we will be representing you. Unless we agree in writing to expand the scope of our representation, an important part of our engagement agreement is that we are not your counsel in other matters, and you will not rely upon us to provide legal services for matters other than that described in the relevant letter. For example, unless specified in the relevant letter, our representation of you does not include any responsibility for: review

of your insurance policies to determine the possibility of coverage relating to this matter; for notification of your insurance carriers about the matter; advice to you about your disclosure obligations under securities laws or any other laws or regulations; or advice on tax consequences. The description of the nature and scope of our services in any letter or e-mail concerning the inception of our engagement is generally made at the beginning of our representation and is sometimes, of necessity, described in broad terms. The actual nature and extent of our representation may be narrower and more precise and is to be determined over the life of the representation by your requests for our legal services and our response based on the letters, e-mails, or other documents exchanged between us. Of course, you and we can enter into an additional engagement agreement for services outside any general description in any letters or e-mails at the beginning of our engagement. If at any time you do not have a clear understanding of the legal services to be provided or if you have questions regarding the scope of our services, we are relying on you to communicate with us. The scope of our representation of you does not include the terms of this engagement agreement between us. You are encouraged to consult with independent counsel on such terms.

We will apply our professional skill, experience and judgment to achieve your objectives in accordance with the honored standards of our profession that all attorneys are required to uphold. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control, including the unpredictable human element in the decisions of those with whom we deal in undertaking your representation.

We will comply properly and fully with the duty of confidentiality as described in the rules of professional conduct governing our profession which provide special and stringent protection for ethically protected information concerning our representation of you (hereinafter client "confidential information"). In compliance with such rules on confidential information and this engagement agreement, we will not disclose to any other client or use against you any of your confidential information and likewise will not disclose to you the confidential information of any other client or use that client's confidential information against it. You agree that we may disclose this engagement agreement when it is relevant to an issue before a court, Bar or other authority over lawyers, or third party.

Your responsibilities to us in each representation that you ask us to undertake include providing full, complete and accurate instructions and other information to us in sufficient time to enable us to provide our services effectively.

WHO IS AND IS NOT OUR CLIENT

An essential condition of our representation is that our only client is the person or entity identified in the accompanying letter. In the absence of an express identification of our client in the text of the letter, our client is the person or entity to whom the letter is addressed, even though in certain instances the payment of our fees may be the responsibility of others. In situations in which our client is an entity, we have addressed the letter to an authorized representative of the client. Throughout these standard terms, "you" refers to the entity that is our client, not the individual addressed.

Unless specifically stated in our Engagement Letter, our representation of you does not extend to any of your related parties, including affiliates and we do not assume any duties with respect to them. You are our only client. Unless we state specifically in our letter, we do not represent a corporate family or other group

of which you may be a part, do not represent its members other than you, and do not owe them any duties. For example, if you are a corporation, our representation does not include any of your direct or indirect parents, subsidiaries, sister corporations, partnerships, partners, joint ventures, joint venture partners, any entities in which you own an interest, or, for you or your affiliates or other related parties, any employees, officers, directors, or shareholders. If you are a partnership or limited liability company, our representation does not extend to the individual partners of the partnership or members of the limited liability company. If you are a joint venture, our representation does not extend to the participants. If you are a trade association, our representation excludes members of the trade association. If you are a governmental entity, unless explicitly agreed by both of us, our only client is the ministry, office, or other part of a government directly instructing us. Our representation does not include other governmental entities, including other agencies, departments, bureaus, boards or other parts of the same government. If you are an individual, our representation does not include your spouse, siblings, or other family members. If you are a trust, you are our only client. The beneficiaries are not our clients, nor is the trustee in any capacity other than as the fiduciary for the particular trust in our representation. If our representation involves legal services for related parties or conferring benefits on related parties or receiving confidential information of related parties, these aspects of the representation do not make them clients. It would be necessary for such related parties, including all those listed above, to enter into a written engagement agreement with us much like this one before they would become clients and we would assume duties towards them. If for any reason a related party becomes our client, this engagement agreement governs our relationship with the related party unless and until a separate engagement agreement is agreed to between such related party and us. We are relying on you to communicate the

points in this provision to your related parties. You should know that our engagement agreements with a number of other clients have a provision similar to this one.

If you provide us with any confidential information of your related parties or any other entities or individuals during our representation of you, we will treat it as your information and maintain its confidentiality in accordance with our duties to you as our client under applicable law, but insofar as applicable law permits us to agree on our respective rights and duties, you are the only party to whom we owe duties regarding such information.

Except as specifically agreed by both of us, the advice and communications that we render on your behalf are not to be disseminated to or relied upon by any other parties without our written consent.

CONFLICTS OF INTEREST

Squire Patton Boggs is international with lawyers and clients from many nations. This provision is designed to establish the same standards for all of our clients and lawyers. The result of this provision is similar to the result otherwise applicable under the professional standards for lawyers in almost all jurisdictions outside the U.S. (and under the Texas Disciplinary Rules of Professional Conduct). The effect of this provision is similar to the effect of the professional standards for a majority of our lawyers. Since our legal practice began over 100 years ago, thousands of corporations, other businesses, individuals, governmental bodies, trusts, estates, and other clients have asked our lawyers to represent them, in many cases in large and usual matters. With over 10,000 current clients, you should understand that during the course of our representation of you we may represent any other client in any kind of matter; you should not assume any exceptions. Information on the nature of our clients and practice is available upon request and on the internet. An advantage to proceeding with our

representation of you may be the services of specific individuals, or of a large team, or of a special nature, or in particular jurisdictions. We understand and agree that this is not an exclusive agreement, and you are free to retain any other counsel of your choosing in this and other matters. We commit that the lawyers who are personally working for you will not work for any other client adverse to you throughout the representation unless you agree otherwise. Further, throughout the representation we commit that our other lawyers shall not represent any other client with interests materially and directly adverse to your interests in this matter or in any other matter (i) which is substantially related to our representation of you or (ii) where there is a reasonable probability that confidential information you furnished to us could be used to your material disadvantage, including by examining or cross-examining your personnel, unless you agree otherwise. Finally, we commit that after the representation has ended, unless you agree otherwise, the lawyers who have personally worked for you shall not represent any other client with interests materially and directly adverse to your interests in this matter or in any other matter (i) which is substantially related to their representation of you or (ii) where there is a reasonable probability that confidential information you furnished to them could be used to your material disadvantage, including by examining or cross-examining your personnel, unless you agree otherwise. You agree that these commitments entirely replace any rule that might otherwise treat approximately 1,500 lawyers with Squire Patton Boggs as one lawyer for conflicts purposes and any imputation or vicarious treatment of knowledge or conflicts among all lawyers in Squire Patton Boggs.

For further explanation of the provision being replaced see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_10_imputation

[of conflicts of interest general rule.html](#) including Comment ¶ [2].

For explanation of "substantially related" matters see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_9_duties_of_fomer_clients.html especially Comment ¶ [3].

You understand and agree that, consistent with those commitments, we are free to represent other clients, including clients whose interests conflict with your interests or conflict with the interests of your affiliates or other related parties in litigation, business transactions, negotiations, alternative dispute resolution, administrative proceedings, bankruptcy or insolvency matters, discovery disputes, or other legal matters. Our lawyers value their individual professional independence and you also agree that the interests of other clients represented by our other lawyers will not create a material limitation on your representation by the lawyers who personally represent you. For further explanation of "material limitations" see https://www.americanbar.org/groups/professional_responsibility/publications/model_rules_of_professional_conduct/rule_1_7_conflict_of_interest_current_clients/comment_on_rule_1_7.html especially Comment [8]. You agree that a precondition to our forming an attorney/client relationship with you and undertaking your representation is your agreement that our representation of you will not prevent or disqualify us from representing clients adverse to you or your affiliates or other related parties in other matters and that you consent in advance to our undertaking such adverse representations, subject to the exceptions and commitments explicitly set forth above. Please let us know if you would like to discuss excluding particular parties or matters from your agreement. Our agreements and yours are effective immediately. In similar engagement agreements with a number of our other clients, we have asked for similar

agreements to preserve our ability to represent you.

PUBLIC POLICY PRACTICE

Among the wide array of legal services that we provide to clients in particular representations in many but not all nations, States, and other jurisdictions around the world in compliance with their law are representations with respect to the legislative, executive, administrative and other functions of governments (herein "public policy" representations). We have a public policy practice in business regulation, defense, energy, resources and environmental matters, financial services, food and drug, domestic and international trade, health care, taxation, transportation, and numerous other areas affected by government action. Information on the extensive scope of our public policy practice, the other areas in which we offer legal services, and the large number and diversity of our clients is available on request or on the internet. Given the breadth of our public policy practice, in agreeing to our representation of you, you should not discount the possibility that our representation of other clients in public policy matters at present or in the future might adversely affect your interests, directly or indirectly, or might be deemed to create a material limitation on our representation of you. A precondition to our forming an attorney/client relationship with you and undertaking your representation is your agreement that so long as such public policy representations are not substantially related to our representation of you and do not involve the use of material ethically protected client information to your disadvantage, the scope of the public policy representations that we can provide to existing or new clients will not be diminished in any respect by our undertaking our representation of you even if there would otherwise be a conflict. Agreement by our other clients to an analogous waiver may protect the scope of legal services that we can provide for you.

**REQUESTING LEGAL SERVICES
ACTIVATES ENGAGEMENT TERMS**

These Standard Terms and any accompanying Engagement Letter will become effective when you: (i) sign in the space provided and return the copy of any Engagement Letter accompanying these Standard Terms, or (ii) assign us work, including continuing any previous assignment of work, or (iii) send us a letter or e-mail clearly referencing these Standard Terms and any accompanying Engagement Letter and agreeing to them. If we have stated that these Standard Terms are a draft for discussion, they do not become legally effective during any period limited exclusively to discussion of the terms. However, after receipt of these Standard Terms, if you request us to perform legal services, including asking us to continue providing legal services, the following provisions in these Standard Terms become legally effective: (1) all provisions that ethics law of the applicable State, nation, or other jurisdiction requires in an engagement agreement, (2) all provisions that address the ability of other existing and prospective clients to retain us as their lawyers, including but not limited to "Who is Our Client," "Conflicts of Interest," "Public Policy," and "Primacy;" (3) all provisions in these Standard Terms on the date 30 days following the later of both (a) your receipt of these Standard Terms and (b) your request that we perform legal services. You can terminate our engagement agreement with prospective effect at any time. Provisions that became effective through your request for legal services can later be amended or replaced provided we both agree in writing.

**TERMINATION OF
REPRESENTATION**

You may terminate our representation at any time, with or without cause, upon written notice to us. After receiving such notice, or upon our termination of the representation as permitted by applicable ethical and/or court rules, we will cease to render services to you as soon as

allowed by such rules, which may include court approval of our withdrawal from litigation. Termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred both before termination and afterwards in connection with an orderly transition of the matter, including fees and other charges arising in connection with any transfer of files to you or to other counsel, and you agree to pay all such amounts in advance upon request.

You agree that the Firm has the right to withdraw from its representation of you if continuing the representation might preclude the Firm's or any other Squire Patton Boggs entity's continuing representation of existing clients on matters adverse to you or if there are any circumstances even arguably raising a question implicating professional ethics, for example, because a question arises about the effectiveness or enforceability of this engagement agreement, or a question arises about conduct addressed by it, or an apparent conflict is thrust upon the Firm or any other Squire Patton Boggs entity by circumstances beyond its reasonable control, such as by a corporate merger or a decision to seek to join litigation that is already in progress, or there is an attempt to withdraw consent.

In any of these circumstances, you agree that we would have the right to withdraw from the representation of you. Regardless of whether you or we terminate the representation, we would (with your agreement) assist in the transition to replacement counsel by taking reasonable steps in accordance with applicable ethical rules designed to avoid foreseeable prejudice to your interests as a consequence of the termination. You agree that regardless of whether you or we terminate the representation (A) we would be paid by you for the work performed prior to termination; (B) our representation of you prior to any termination would not preclude the Firm or any other Squire Patton Boggs entity from undertaking or continuing any representation of another party; and (C) as a result of the

Firm's or any other Squire Patton Boggs entity's representation of another party you would not argue or otherwise use our representation of you prior to any termination to contend that the Firm or any other Squire Patton Boggs entity should be disqualified.

When we complete the specific services you have retained us to perform, our attorney-client relationship for that matter will be terminated at that time regardless of any later billing period. To eliminate uncertainty, our representation of you ends in any event whenever there is no outstanding request from you for our legal services that requires our immediate action and more than six (6) months (180 days) have passed since our last recorded time for you in the representation, unless there is clear and convincing evidence of our mutual understanding that the representation has not come to an end. After termination, if we choose to perform administrative or limited filing services on your behalf, including but not limited to receiving and advising you of a notice under a contract, lease, consent order, or other document with continuing effect, or filing routine or repeated submissions or renewals in intellectual property or other matters, or advising you to take action, our representation of you lasts only for the brief period in which our task is performed, unless you retain us in writing at that time to perform further or additional services. After termination, if you later retain us to perform further or additional services, our attorney-client relationship will commence again subject to these terms of engagement unless we both change the terms in writing at that time. Following termination of our representation, changes may occur in applicable laws that could impact your future rights and liabilities. Unless you actually engage us in writing to provide additional advice on issues arising from the matter after its completion, we have no continuing obligation to advise you with respect to future legal developments.

During or following our representation of you, we will be entitled to recover from you fees for

any time spent and other charges, calculated at the then applicable rates if we are asked to testify or provide information in writing as a result of our representation of you or any legal requirements, or if our records from our representation of you are demanded, or if any claim is brought against any Squire Patton Boggs entity or any of its personnel based on your actions or omissions (in addition to any other costs involving the claim), or if we must defend the confidentiality of your communications under the attorney-client or any other legal professional privilege (in which case we will to the extent that circumstances permit make reasonable efforts to inform you of the requirement made upon us and give you the opportunity to waive privilege).

HOW WE SET OUR FEES

Unless another basis for billing is established in this engagement agreement, we will bill you monthly for the professional fees of attorneys, paralegals, and other personnel incurred on your behalf based on their applicable rates and the number of hours they devote to your representation. Overall fees will be in accord with the factors in the applicable rules governing professional responsibility. The billing rates of the personnel initially assigned to your representation are generally specified in the accompanying Engagement Letter. The billing rates of our attorneys, paralegals, and other personnel vary, depending generally upon the experience and capabilities of the individual involved. Unless otherwise agreed in writing, we will charge you for their services at their applicable rates. Our hourly billing rates are adjusted from time to time, usually at the beginning of each year, both on a selected and firm wide basis. In addition, as personnel gain experience and demonstrate improved skills over time, they may advance into categories that generally have higher hourly billing rates. Advancements to a higher category are typically made annually. Upon any adjustment in the applicable rates, we will charge you the adjusted rates.

At times clients ask us to estimate the total fees and other charges that they are likely to incur in connection with a particular matter. Whenever possible, we are pleased to respond to such requests with an estimate or proposed budget. Still, it must be recognized that our fees are often influenced by factors that are beyond our control or unforeseeable or both. This is particularly true in litigation and other advocacy contexts in which much of the activity is controlled by the opposing parties and the Judge, Arbitrator or other decision-maker. Accordingly, such an estimate or proposal carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed fee quotation. The ultimate cost frequently is more or less than the amount estimated. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. We will not be obliged to continue work if the fees or other charges accrued on a matter reach an estimate previously given and a revised estimate cannot be agreed. It is also expressly understood that payment of our fees and charges is in no way contingent on the ultimate outcome of the matter.

OTHER CHARGES

As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we bill them to you separately or arrange for them to be billed to you directly. We may also require an advance payment from you for such charges. These charges typically relate to long-distance telephone calls; messenger, courier, and express delivery services; facsimile and similar communications; document printing, reproduction, scanning, imaging and related expenses; translations and related charges; filing fees; depositions and transcripts; witness fees; travel expenses; computer research; and charges made by third parties (such as outside

experts and consultants, printers, appraisers, local and foreign counsel, government agencies, airlines, hotels and the like). Other charges will generally be itemized on your bill, and will also be subject to VAT where applicable. Any bank charges which we incur when making check payments or telegraphic transfers of money will be charged to you inclusive of a handling fee. Our charges for these ancillary support services generally reflect our direct and indirect costs, but charges for certain items exceed our actual costs. For some services, particularly those that involve significant technology and/or support services which we provide (such as imaging documents and computer research), we attempt from time to time to reduce costs by contracting with vendors to purchase a minimum volume of service that is beyond the needs of any single client. In those cases, we may bill you at a per unit rate that may not reflect the quantity discounts we obtain. In many cases the total quantity that will be used by all of our clients over a year or other period of time is not certain. Our charge for fax services is typically based on a charge per page rather than the cost of the telephone usage. In the event any of our statements for such services are not paid by their due dates, you agree that we have the right not to advance any further amounts on your behalf.

When you send us a letter at the request of your auditors asking us for a response on any loss contingencies, we will charge you a fixed fee for our response that varies with the level of difficulty of the response.

Letter Type	Description	Rate
Clean	No litigation reported	US \$550
Normal	1-3 cases	US \$850
Extraordinary	>3 cases	US \$1,350
Update	Update of prior response	US \$400
No-Services	Verifying no work for client during fiscal year	US \$75

Notwithstanding our advance payments of any charges, you will be solely responsible for all invoices issued by third parties. It is our policy to arrange for outside providers of services involving relatively substantial charges (such as the fees of outside consultants, expert witnesses, appraisers, and court reporters) to bill you directly.

Prompt payment by you of invoices generated by third-party vendors is often essential to our ability to deliver legal services to you. Accordingly, you agree that we have the right to treat any failure by you to pay such invoices in a timely manner to be a material breach of your obligation to cooperate with us.

Unless we agree specifically in writing and you advise any other law firm, professionals, or third-parties in writing that they must comply with our directions, we are not responsible for them.

BILLING ARRANGEMENTS AND PAYMENT TERMS

We will bill you on a regular basis – normally, each month – for both fees and other charges. You agree to make payment within thirty (30) days of the date of our statement, unless a different period of time is specified in the Engagement Letter. If you have any issue with our statement, you agree to raise it specifically before thirty (30) days from the date of our statement or any other due date established in an Engagement Letter. If the issue is not

immediately resolved, you agree to pay all fees and other charges not directly affected by the issue before thirty (30) days from the original bill or any other due date established in an Engagement Letter and all amounts affected by the issue within ten (10) days of its resolution. If we have rendered a final bill and we become liable for other charges incurred on your behalf, we will be entitled to render a further bill or bills to recover those amounts. In the event that a statement is not paid in full before thirty (30) days from the date of our statement or any other due date established in an Engagement Letter late charges will be imposed on any unpaid fees and/or costs at the combined rate of eight percent (8%) per annum or at any lower rate legally required by a particular jurisdiction. If the cover letter accompanying these Standard Terms of engagement specifies an event or an alternate date upon which payment is due, late charges will be imposed on any unpaid fees and/or costs thirty (30) days after the specified event or date or any other period specified in an Engagement Letter. The purpose of the late payment charge is to encourage prompt payment, thus reducing our billing and collection costs.

In addition, if your account becomes delinquent and satisfactory payment terms are not arranged, we may postpone or defer providing additional services or withdraw, or seek to withdraw, from the representation consistent with applicable rules. You will remain responsible for payment of our legal fees rendered and charges incurred prior to such withdrawal.

When personnel from other Squire Patton Boggs entities have provided services to you, the portion of any invoice to you including such services is issued on behalf of the other Squire Patton Boggs entities that have provided services to you. The portion of your payment of fees and charges for the services and expenses of any such other Squire Patton Boggs entities will be attributed to them in accordance with our agreement with them,

which reflects in major part the work performed by their personnel and expenses they incurred.

If our representation of you results in a monetary recovery by litigation or arbitration award, judgment, or settlement, or by other realization of proceeds, then (when permitted by applicable law) you hereby grant us an attorneys' lien on those funds in the amount of any sums due us.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time to time, we assist clients in pursuing third parties for recovery of attorneys' fees and other costs arising from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us before expiration of thirty (30) days from the date of our statement unless a different period is established in an Engagement Letter.

TAXES

You will be responsible for any applicable VAT or other sales tax that any jurisdiction may impose on our fees and other charges for this representation.

DATA PROTECTION AND PRIVACY

We each have our respective obligations to relevant government authorities and to individuals whose personal data we process to comply with applicable data protection laws. If you disclose or transfer to us personal data concerning individuals who are connected to you, or are otherwise relevant to a matter on which we have been retained to provide legal services to you, it shall be your responsibility to transfer or otherwise disclose such personal data in compliance with all applicable data protection laws including, without limitation, having a lawful basis for the disclosure of any personal data to us. Where the European Union General Data Protection Regulation ("EU GDPR") or the United Kingdom General

Data Protection Regulation ("UK GDPR") , collectively "GDPR" and national implementing legislation apply in relation to any personal data that you provide to us, we each act as a controller in our own right in regard to our respective processing of the personal data. Please refer to our Global Website Privacy Notice; our Privacy Notice for our Australian offices; and, in particular, our Privacy Notice for our UK and EU offices ("UK/EU Privacy Notice"). These are published on the Squire Patton Boggs website at www.squirepattonboggs.com. Our UK/EU Privacy Notice describes the processing activities of our UK/EU offices as controllers of the personal data of our clients, individuals connected to our clients and other business contacts, in accordance with GDPR requirements. In fulfilling our duties to relevant government authorities and individuals under applicable law our UK and EU offices will process personal data that you share with us, or that we obtain from other sources on your behalf, only for the relevant purposes that are set out in our UK/EU Privacy Notice or any supplemental notice that we may provide to you in connection with a particular matter. You may also have obligations under the GDPR and you will reasonably cooperate with us with respect to any personal data that are shared between us, in order to facilitate compliance with the relevant provisions of the GDPR. If you disclose or transfer to us personal data concerning individuals who are connected to you, or are otherwise relevant to a matter on which we have been retained to provide legal services to you, it shall be your responsibility as the controller of that data to transfer or otherwise disclose such personal data in compliance with GDPR requirements including (without limitation) by: (A) transferring the personal data to us only as necessary for us to provide the legal services for which you have retained us; (B) having a lawful basis for disclosing the personal data to us; (C) providing all the information required to be provided by the GDPR, in the applicable circumstances, to the relevant individuals concerning the transfer of their personal data

to us (including, where possible, a link to the UK/EU Privacy Notice published on the Squire Patton Boggs website); and (D) assuming the primary responsibility for responding to data subject access requests in relation to personal data that you have shared with us.

We will cooperate with you when reasonably possible to ensure that the required information referred to above is made accessible to the relevant individuals; and we will meet our own obligations to provide information directly to the individuals concerned, such as any customized privacy notice that we may issue to address a specific matter if required by particular circumstances; but in most cases, it would be impossible, or would require disproportionate effort on our part to provide notice directly to all individual third parties that are connected to you when you share their personal data with us. The description of our respective obligations under applicable data protection laws covers our respective obligations to relevant government authorities and to individuals whose personal data we process, but does not create new duties or obligations between us by virtue of these Standard Terms (except as explicitly stated concerning cooperation, your provision of individuals' data to us in compliance with law, and our respective roles as controllers of personal data).

CLIENT AND FIRM DOCUMENTS

We will maintain any documents you furnish to us in our client files for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us promptly as to which, if any, of the documents in our files you wish us to turn over to you. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and other charges. Your documents will be turned over to you in accordance with ethical requirements and subject to any lien that may be created by law for payment of any outstanding fees and costs. We may keep a copy of your files if you

ask us to return or transfer your files. We will retain our own documents and files, including our drafts, notes, internal memos, administrative records, time and expense reports, billing and financial information, accounting records, conflict checks, personnel materials, and work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, and other materials prepared by or for the internal use of our lawyers. All such documents which we retain will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage charges, we have the right to destroy or otherwise dispose of any such documents or other materials retained by us seven (7) years after the termination of the engagement, unless applicable law permits or requires a shorter or longer period for preservation of documents, or unless a different period is specified in a special written agreement signed by both of us.

With regard to any documents containing EU personal data that you transfer to us that we have not previously destroyed as explained above, we will act under your instructions in relation to the timing of the deletion for such data in order to comply with the GDPR storage limitation principle or to assist you in responding to a valid data subject request for the deletion of personal data.

ISO 27001 CERTIFICATION AND DATA SECURITY AND HANDLING

Squire Patton Boggs has adopted a single high quality program for data security and handling. Upon request we will be happy to provide you with the Squire Patton Boggs "Information Security Program Overview" and our latest ISO 27001 Certification. In the event that your review of those documents still leaves questions, we would be happy to arrange a discussion between your IT personnel and ours to answer your questions. With more than 10,000 clients at any one time, we cannot

practically accommodate differing individual client requirements.

EQUALITY AND DIVERSITY

We have a written Equality and Diversity policy to which we seek to adhere at all times in the performance of our services. A copy will be provided to you upon your written request and is available on our website.

DISCLOSURE OF YOUR NAME

We are proud to serve you as legal counsel and hope to share that information with other clients and prospective clients. On occasion, we provide names of current clients in marketing materials and on our Web site. We may include your name on a list of representative clients. We may also prepare lists of representative transactions or other representations, excluding of course any we believe are sensitive. If you prefer that we refrain from using your name and representation in this manner, please advise us in writing.

**SQUIRE PATTON BOGGS
ATTORNEY/CLIENT PRIVILEGE**

If we determine during the course of the representation that it is either necessary or appropriate to consult with our General Counsel, one of our Ethics Lawyers or other specially designated lawyer or outside counsel, we have your consent to do so with the confidentiality of our communications with such counsel protected by an attorney-client privilege which will not be diminished by our representation of you.

SEVERABILITY

In the event that any provision or part of this engagement agreement, including any letters expressly stated to be part of the engagement agreement, should be unenforceable under the law of the controlling jurisdiction, the remainder of this engagement agreement shall remain in

force and shall be enforced in accordance with its terms.

PRIMACY

The paramount purpose of the sections "Who is and is not our Client," "Conflicts of Interest," "Public Policy Practice," and "Requesting Legal Services Activates Engagement Terms" is to maximize the freedom of other clients to be represented in any other matter by other Firm lawyers who do not personally represent you, except as explicitly provided in those sections. In the case of language addressing this paramount purpose in other contemporaneous or subsequent documents, such as a consent (waiver) letter for a particular conflict, unless these sections are expressly superseded by explicit reference, they should be read to supplement such language, they are fully effective in case of any duplication, and they take precedence to the fullest extent possible in case of inconsistency to achieve the paramount purpose.

ENTIRE AGREEMENT

This engagement agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between us. This engagement agreement may be modified only by a signed written agreement by you and by us. You acknowledge that no promises have been made to you other than those stated in this engagement agreement.

INTERPRETATIONS

This agreement shall be interpreted to effectuate the intention of the Parties to observe all applicable present and future ethical and legal requirements and prohibitions. To the extent that any existing or future legal or ethical requirement or prohibition in any applicable jurisdiction does not allow or otherwise conflicts with any provision of this engagement agreement or service contemplated in it, then it shall not

apply in whole or in part to the extent of such conflict or prohibition. Further, any such provision or service offering shall be deemed modified to the extent necessary to make it valid and consistent with such requirements and prohibitions.

**GOVERNING LAW, COURTS AND
BAR ASSOCIATIONS**

All questions arising under or involving this engagement or concerning rights and duties between us will be governed by the law (excluding choice of law provisions) and decided exclusively by the courts and Bar authorities of the jurisdiction in which the lawyer sending you this engagement agreement has his or her principal office unless another jurisdiction is specified in the letter accompanying these Standard Terms. When another jurisdiction provides that its law or courts or Bar authorities will govern

notwithstanding any agreement, that other law may of course control, at least on certain questions.

IN CONCLUSION

We look forward to a mutually satisfying relationship with you. If you have any questions about, or if you do not agree with one or more of these terms and conditions, please communicate with your principal contact at the Firm so that we can try to address your concerns. Your principal contact can recommend changes that will be effective once you receive written notice of approval of any revisions, which, depending on the nature of the request, will be made by a Lawyer in Management and/or an Ethics Lawyer. Thank you.



Global Corporate Trust
 500 West Cypress Creek Road, Suite 460
 Fort Lauderdale, Florida 33309

April 18th, 2024

Special District Services, Inc.
 Armando Silva
 2501A Burns Road
 Palm Beach Gardens, Florida 33410

Re: Keys Edge Community Development District
 Special Assessment Bonds, Series 2024 (Grand Palms Project)

Mr. Silva:

This letter will confirm U.S. Bank's fee structure for the respective issuances/series of Bonds for the District:

Acceptance Fee	\$2,125.00
Annual Trustee, Paying Agent & Registrar Fee	\$3,950.00
Closing Expenses	\$150.00 (Est., Florida closing)
Ongoing Out-of-Pocket Expenses	7.50% of Annual Fees
<u>Trustee Counsel Fees</u>	<u>\$6,250.00 (Estimated)</u>

Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and which may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for document amendments and substitutions, tenders, optional redemptions, UCC filings, investment agreements, outside held money market funds, default administration, wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank within 45 days may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate. This proposal and the fees detailed herein are subject in all aspects to U.S. Bank's review and acceptance of the final financing documents which set forth our duties and responsibilities. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the terms and conditions set forth herein, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related expenses will be billed to the client directly.

All fees and expenses are payable in advance. Thank you for the opportunity to continue to provide our services to your firm, the District and the District's professional team. Please contact me at 954.938.2471 if you have any questions or need any additional information.

Sincerely,

Robert Hedgecock

Robert Hedgecock
 Vice President

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and other relevant documentation from individuals claiming authority to represent the entity.

MEMORANDUM

TO: District Manager

FROM: Billing, Cochran, Lyles, Mauro & Ramsey, P.A.
District Counsel

DATE: January 19, 2024

RE: Required Ethics Training and Financial Disclosure

Ethics Training

This memorandum serves as a reminder that beginning January 1, 2024, elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts are required to complete four (4) hours of ethics training annually. The training must address, at a minimum, s. 8, Art. II of the Florida Constitution (ethics for public officers and financial disclosure), the Code of Ethics for Public Officers and Employees, and the Florida Public Records Law and Open Meetings laws.

Deadlines & Recordkeeping

The deadline to complete training for this calendar year is December 31, 2024. There is no requirement to submit proof that you have completed the training. However, the Florida Commission on Ethics recommends that Supervisors maintain a record of all completed trainings, including the date and time of completion. This documentation may be useful if Supervisors are ever required to provide evidence of training completion. The training is a calendar year requirement and corresponds to the form year. Therefore, Supervisors will report their 2024 training when filling out their Form 1 for the 2025 year.

Links to Online Training

[Public Meetings and Public Records Law \(2-Hour Audio Presentation\)](#). This presentation is audio only and is offered by the Office of the Attorney General. This presentation covers public records and Florida public records law. The presentation can be accessed for free. Completing this presentation will satisfy 2 of the 4 hours of required ethics training.

[State Ethics Laws for Constitutional Officers & Elected Municipal Officers](#). This training is presented by the Florida Commission on Ethics. The training is an overview of Florida's Ethics Code (Part III, Chapter 112, and Article II, Section 8, Florida Constitution) geared toward Constitutional Officers and Elected Municipal Officers. Topics covered include gifts, voting conflict, misuse of office, prohibited business relationships, conflicting employment relationships, revolving door, and Amendment 12. This presentation can be accessed for free. Completing this training will satisfy 2 of the 4 hours of required ethics training.

[State-Mandated Continuing Education in Ethics](#). This class is presented by the Florida League of Cities. The class covers Chapter 112 of Florida’s Ethics Code (2 Hours) and Florida Public Records and Public Meetings Law (2 Hours). To take this class, you must register for it, however there is no registration fee. Completing this class will meet your ethics training requirement.

[“4-Hour Ethics Course”](#). The “4-Hour Ethics Course” is available online and presented by the Florida Institute of Government. There are three sessions. Session 1 covers Florida’s Public Records Laws (1 hour), session 2 covers Florida Government in the Sunshine Law (1 hour), and session 3 covers Florida’s Ethics Laws (2 hours). The registration fee is \$79. Completing this entire course will meet your ethics training requirement.

[Sunshine Law, Public Records and Ethics for Public Officers and Public Employees 2023](#). This seminar is offered by the Florida Bar. This seminar covers sunshine law and public records; true stories of excess corruption in the ethics world; navigating Florida public records law, privacy, ethics and social media; complaints, misuse, anti-nepotism and voting; ethics during and after public service: conflicting contractual relationships & revolving door restrictions; gifts bribes, honoraria, and expenditures. The cost for this seminar is \$280. Completing this entire seminar will meet your ethics training requirement. Those Supervisors or Officers who are members of the Florida Bar may wish to purchase this option as Continuing Legal Education Credits can be earned.

We will notify you directly or through the District Manager’s office if and when other training opportunities become available.

Form 1 or Form 6

Section 8, Article II of the Florida Constitution requires constitutional officers and certain elected public officials to file a Form 6. In the last session, the legislature expanded the requirements to include *elected members of municipalities*. Independent special district officials remain exempt from the requirement to file a Form 6. Elected and appointed commissioners of community redevelopment agencies and local officers of independent special districts (including community development districts) are required to file Form 1.

For this year’s filing requirement, a completed Form 1 must be submitted prior to July 1, 2024 using the Electronic Filing System of the Florida Commission on Ethics, which can be accessed via the link at [Login - Electronic Financial Disclosure Management System \(floridaethics.gov\)](#). You will no longer be able to file your completed Form 1 through your local Supervisor of Elections office.

If you have any questions or need additional information about ethics training requirements or financial disclosure, please do not hesitate to contact our office.