

# Memorandum



**Date:** (Public Hearing: 4-16-24)  
March 5, 2024

**To:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

Agenda Item No. 5(E)

**From:** Daniella Levine Cava  
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

**Subject:** Ordinance Amending the Keys Edge Community Development District

## **Executive Summary**

The purpose of this item is to gain authorization from the Board of County Commissioners (Board) to amend a Community Development District (CDD) in the City of Florida City (City) in Miami-Dade County (County), Florida. CDDs are a local unit of special-purpose government created according to Chapter 190 of the Florida Statutes.

## **Recommendation**

It is recommended that the Board adopt the attached Ordinance amending the boundaries of the Keys Edge Community Development District (District). This District lies wholly within the City and will be contracting by approximately 4.47 acres and expanding by approximately 19.26 acres, resulting in a total increase in acreage of the District from approximately 81.84 acres to 96.63 acres pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to the acceptance of the Declaration of Restrictive Covenants running with the lands within the jurisdiction of the CDD.

## **Scope**

The District is located within Commission District 9, which is represented by County Commissioner Kionne L. McGhee, and will provide funding for capital improvements, as well as multipurpose maintenance functions, within the District.

## **Fiscal Impact/Funding Source**

Amending the boundaries of the District will have no fiscal impact to the County's budget. CDD funding is derived from assessments levied against the properties within the CDD, which are secured by a lien against the properties and collected directly by the CDD or through the annual Combined Real Property tax bill pursuant to an interlocal agreement with the County. Adoption of this Ordinance will not affect the District assessments of the individual owners within the original District boundaries, but will extend District assessments to individual owners in the expanded areas.

## **Social Equity Statement**

The proposed Ordinance grants a petition for the amendment of the District, pursuant to the procedures and factors set forth in section 190.046, Florida Statutes.

If approved, pursuant to Chapter 190, Florida Statutes, the District will have the power to levy taxes and special assessments and charge, collect, and enforce fees and other user charges affecting property owners within the District, regardless of their demographics. The CDD is a timely, efficient, effective, responsive, and economic way to deliver and finance basic community development services.

**Track Record/Monitor**

This development has private roads that are to be maintained by a Homeowners' Association (HOA) or the District. A Multipurpose Maintenance Special Taxing District (Special Taxing District) will be created to maintain the development's infrastructure, such as private roadways, private area storm drainage, and landscaping, should the HOA or District be dissolved or fail to fulfill its maintenance obligations. The Special Taxing District will remain dormant until such time as the County determines to implement the Special Taxing District. Oversight of CDDs is the responsibility of the State.

**Delegation of Authority**

This Ordinance does not delegate any authority to the County Mayor or designee.

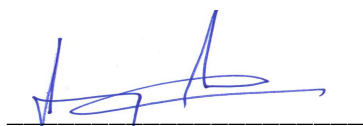
**Background**

Keys Edge CDD ("Petitioner") has filed an application to amend the District in connection with said development. The District was created by the Board on July 24, 2007, pursuant to Ordinance No. 07-106. It was later amended by the Board on December 4, 2007, pursuant to Ordinance No. 07-173. The original District boundaries encompass 81.84 acres with approximately \$11.687 million in infrastructure costs servicing 1,186 townhome units. Upon adoption of the attached Ordinance, the District will be decreased by approximately 4.47 acres and increased by approximately 19.26 acres and 161 units, encompassing a total of approximately 96.63 acres and 789 residential units (278 townhome units and 511 single-family units). The infrastructure costs for the expansion will be approximately \$26.967 million. A detailed summary of CDD elements, as well as the cost and anticipated lack of fiscal impacts to government agencies, are presented in the attached application. In accordance with Chapter 190, Florida Statutes, the Petitioner has paid a filing fee of \$1,500.00 and \$15,000.00 for future advertising costs to the County.

A Declaration of Restrictive Covenants has been submitted consistent with the requirements of Resolution No. R-413-05 adopted by the Board on April 5, 2005, and as amended by Resolution No. R-883-06, which was adopted on July 18, 2006, to add language regarding the option to pay capital assessments in full at the time of closing. The Declaration of Restrictive Covenants provides for: (1) notice in the public records of the projected taxes and assessments to be levied by the District; (2) individual prior notice to the initial purchaser of a residential lot or unit within the development; and (3) provisions for remedial options to initial purchasers whose contract for sale did not include timely notice of the existence and extent of CDD liens and special assessments.

A Release of Declaration of Restrictive Covenants to vacate the contracted area of the District and to release the contracted area from the terms and conditions contained in the Declaration will be recorded by the Petitioner.

This Board is authorized by the Florida Constitution and the County Home Rule Charter to establish governmental units, such as this CDD, within the County and to prescribe such government's jurisdiction and powers.



Jimmy Morales  
Chief Operations Officer



## MEMORANDUM

(Revised)

**TO:** Honorable Chairman Oliver G. Gilbert, III  
and Members, Board of County Commissioners

**DATE:** April 16, 2024

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 5(E)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☒ 6 weeks required between first reading and public hearing
- ☒ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present \_\_\_\_, 2/3 membership \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) \_\_\_\_, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) \_\_\_\_ to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 5(E)  
4-16-24

ORDINANCE NO. \_\_\_\_\_

ORDINANCE GRANTING PETITION OF KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT, GENERALLY BOUNDED, AS AMENDED, ON THE NORTH BY SW 336 STREET, ON THE EAST BY SW 187 AVENUE (REDLAND ROAD), ON THE SOUTH BY THEORETICAL SW 343 STREET AND ON THE WEST BY SW 192 AVENUE (TOWER ROAD); AMENDING THE BOUNDARIES OF THE DISTRICT TO CONTRACT ITS TOTAL ACREAGE BY 4.47 ACRES AND TO EXPAND ITS TOTAL ACREAGE BY 19.26 ACRES; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

**WHEREAS**, the Florida Legislature created and amended chapter 190, Florida Statutes, to provide an alternative method to finance and manage basic services for community development; and

**WHEREAS**, section 1.01(A)(21) of the Miami-Dade County Home Rule Charter grants the Board of County Commissioners the authority to exercise all powers and privileges granted to municipalities and counties by the laws of this State; and

**WHEREAS**, article VIII, section 6(e) of the Florida Constitution provides the authority for Miami-Dade County, through its charter, to provide a method for establishing new governmental units in Miami-Dade County and provide for their government and prescribe their jurisdiction and powers; and

**WHEREAS**, at its meeting on July 24, 2007, the Board adopted Ordinance No. 07-106 establishing the Keys Edge Community Development District (“District” or “Petitioner”) and providing for specific boundaries of the District; and



**WHEREAS**, at its meeting on December 4, 2007, the Board adopted Ordinance No. 07-173 amending the District and providing for correcting a scrivener's error; and

**WHEREAS**, pursuant to section 190.046, Florida Statutes, the District may petition and the Board has the authority to amend the boundaries of a community development district within its jurisdiction; and

**WHEREAS**, the Board of Supervisors ("Petitioner") of the District has submitted a petition ("Petition") to amend the District's boundaries by contracting the District by 4.47 acres and expanding the District by 19.26 acres, resulting in a total increase in acreage of the District from 81.84 acres to 96.63 acres; and

**WHEREAS**, a public hearing has been conducted by the Board in accordance with the requirements and procedures of sections 190.005(2)(b) and 190.046(1), Florida Statutes, and the applicable requirements and procedures of the Miami-Dade County Home Rule Charter and Code; and

**WHEREAS**, the District, as amended, will constitute a timely, efficient, effective, responsive and economic way to deliver community development services in the area, thereby providing a solution to the County's planning, management and financing needs for delivery of capital infrastructure therein without overburdening the County and its taxpayers; and

**WHEREAS**, the Board finds that the statements contained in the Petition to amend the District's boundaries are true and correct; and

**WHEREAS**, the amendment of the District's boundaries is not inconsistent with any applicable element or portion of the State comprehensive plan or the Miami-Dade County Comprehensive Development Master Plan; and

**WHEREAS**, the area of lands within the District, as amended, is sufficiently compact and sufficiently contiguous to be developable as one functional interrelated community and the areas of lands being removed and added do not impact such functionality; and

**WHEREAS**, the District, as amended, is the best alternative available for delivering the community development facilities and services that will be provided by the District, and the area of lands being amended will not impact such delivery; and

**WHEREAS**, the community development facilities and services of the District, as amended, will not be incompatible with the capacity and uses of existing local and regional community development facilities and services; and

**WHEREAS**, the area that will be served by the District, as amended, is amenable to separate special-district government; and

**WHEREAS**, the owner of the properties that are to be removed from the District will submit a release of the declaration of covenants that was previously executed; and

**WHEREAS**, having made the foregoing findings, after a public hearing, the Board wishes to exercise the powers bestowed upon it by section 1.01(A)(21) of the Miami-Dade County Home Rule Charter in the manner provided by chapter 190, Florida Statutes,

**BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA:**

**Section 1.** The foregoing findings, which are expressly set forth herein, are hereby adopted and made a part hereof.

**Section 2.** The Petition to amend the District's boundaries to exclude and include the real properties described therein, which was filed by the Petitioner on December 18, 2023, and

which Petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the Petition is attached and incorporated herein as Exhibit 1 to the Ordinance.

**Section 3.** The external boundaries of the District, as amended, are sufficiently contiguous and shall be as depicted in the certified metes and bounds legal description attached hereto and incorporated herein as Exhibit 2 to the Ordinance. Furthermore, the external boundaries shall be as depicted on the location map attached hereto and incorporated herein as Exhibit 3 to the Ordinance.

**Section 4.** Except to amend the boundaries of the District as provided herein, this Ordinance does not affect, expand or modify Ordinance Nos. 07-106 or 07-173.

**Section 5.** If any section, subsection, sentence, clause or provision of this Ordinance is held invalid, the remainder of this Ordinance shall not be affected by such invalidity.

**Section 6.** It is the intention of the Board, and it is hereby ordained that the provisions of this Ordinance shall be excluded from the Code of Miami-Dade County.

**Section 7.** This Ordinance shall become effective ten (10) days after the date of enactment unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

PASSED AND ADOPTED:

Approved by County Attorney as  
to form and legal sufficiency:

Prepared by:

Michael J. Mastrucci

GKS for GBK  
MSM


# "EXHIBIT 1 to the Ordinance"

PETITION TO CONTRACT AND EXPAND KEYS EDGE  
COMMUNITY DEVELOPMENT DISTRICT

Dated: December 18, 2023

**Date:** December 18, 2023

**To:** Basia Pruna, Deputy Clerk  
Office of the Clerk of the Board  
Attn: Shania Momplaisir

**From:** Liset Romero-Lopez, Chief   
Special Assessment Districts Division  
Parks, Recreation and Open Spaces Department

**Subject:** Keys Edge Community Development District –  
Amendment

---

The attached petition was submitted by the Board of Supervisors of the Keys Edge CDD and has been finalized, reviewed, and deemed complete by the Miami-Dade County Parks, Recreation and Open Spaces Department pursuant to Chapter 190, Florida Statutes, and Miami-Dade County Policy.

The filing date of record is December 18, 2023.

Attachment

c: Michael Mastrucci  
Assistant County Attorney

# KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT

PETITION FOR THE PASSING OF  
AN ORDINANCE TO AMEND THE BOUNDARIES

FLORIDA CITY, FLORIDA  
MIAMI-DADE COUNTY, FLORIDA



DECEMBER 29, 2022

**KEYS EDGE  
COMMUNITY DEVELOPMENT DISTRICT**

**INDEX**

Petition for Ordinance.....	Page 4
Exhibit 1      Location Map.....	Page 8
Exhibit 2A     District Boundaries Map (Original Area).....	Page 9
Exhibit 2B     District Boundaries Map (Expansion/Contraction Area).....	Page 10
Exhibit 2C     District Boundaries Map (Amended Boundaries).....	Page 11
Exhibit 3      Legal Description (Expansion and Contraction Area).....	Page 12
Exhibit 4A     Affidavit of Ownership & Consent (Expansion Area).....	Page 13
Exhibit 4B     Affidavit of Ownership & Consent (Contraction Area).....	Page 18
Exhibit 5      Existing Utilities (Water, Sewer & Storm Drainage).....	Page 21
Exhibit 6A     Estimated Construction Time Table.....	Page 23
Exhibit 6B     Construction Costs Estimates.....	Page 23
Exhibit 7      Land Use Plan Map.....	Page 24
Exhibit 8      Statement of Regulatory Costs.....	Page 25
Exhibit 9      Declaration of Restrictive Covenants.....	Page 36
Exhibit 10     Florida City Resolution.....	Page 60
Exhibit 11     Resolution of the District.....	Page 65



**PETITION TO AMEND THE  
BOUNDARIES OF THE  
KEYS EDGE  
COMMUNITY DEVELOPMENT DISTRICT**

DECEMBER 29, 2022

Prepared By:

**Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
561-630-4922 Telephone  
877-737-4922 Toll Free  
561-630-4923 Facsimile**

## **PETITION TO ESTABLISH KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors (the “Board”) of the Keys Edge Community Development District (the “District”), a local unit of special-purpose government established in accordance with Section 190.046(1) of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as established by Ordinance No. 07-106 of the Board of County Commissioners of Miami-Dade County, Florida (the “County”), effective August 3, 2007 and by the City of Florida City (the “City”) Resolution No. 07-14 approved March 27, 2007, and as amended pursuant to County Ordinance No. 07-173, effective December 14, 2007, petitions the County, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, and the Miami-Dade County Home Rule Charter, to adopt an ordinance to amend (expand and contract) the boundaries of the District and in support thereof, hereby states as follows:

1. **Petitioner:** Petitioner is a local unit of special-purpose government with principal offices at 8785 SW 165<sup>th</sup> Avenue, #200, Miami, FL 33193.

2. **District Location:** The land area of the current boundaries of the District is approximately 81.84 acres more or less (“Original Area”). The lands to be included and removed from the District amount to an increase of approximately 14.79 acres more or less (“Expansion/Contraction Area”). Once the boundaries of the District have been amended, the total land area of the District will be approximately 96.63 acres more or less.

A map showing the location of land area to be included/removed in the District is attached hereto as **Exhibit 1**. All of the lands in the District are within the incorporated area of the City of Florida City in the County.

3. **District Boundaries Map:** Attached hereto as **Exhibit 2A** is a depiction of the original boundaries of the District. **Exhibit 2B** is a depiction of the Expansion Area and the Contraction Area of the District. **Exhibit 2C** is a depiction of the proposed amended boundaries of the District.

4. **Legal Description:** A legal description of the Expansion area and Contraction area (“Amendment Area”) is attached hereto as **Exhibit 3**.

5. **District Impact:** The property to be annexed into the District does not exceed 50% of the acres located within the original boundaries of the District. The total acreage of the boundaries of the District, including this petition (the “Petition”) and the initial petition seeking establishment of the District, does not encompass more than a total of 2,500 acres.

The property to be removed from the District will not be part of the community being developed within the District and will not receive any special benefit from infrastructure improvements that may be funded by the District, and will not be assessed by the District. No special assessments have been levied against the real property being removed from the boundaries of the District as there are no services being provided by the District in the Contraction Area.

There is no other property within the external boundaries of the District which will not be part of the District. The impact of amending the boundaries of the District should be positive, in that the facilities provided by the District and maintenance of same should result in an aesthetically pleasing surrounding area with beneficial infrastructure while not detrimentally affecting anyone outside the District. In addition, any potential amendment costs to the County, the amending entity, will be nominal.

6. **Property Owner Consent:** Attached hereto as **Exhibit 4A** is documentation constituting written consent by the owner of the Expansion Area to be included in and serviced by the District. **Exhibit 4B** is documentation constituting written consent by the owner of the Contraction Area to the removal of the Contraction Area from the District.

7. **Water and Sewer Lines:** The major trunk water mains, sewer interceptors and outfalls currently in existence to serve the District (including the Expansion Area) are identified on **Exhibit 5** attached hereto.

8. **Timetables and Construction Costs:** The proposed timetable and related estimates of cost to construct the District services and facilities within the Expansion Area, based upon available data, are attached hereto as **Exhibits 6A** and **6B**, respectively. These are good faith estimates but are not binding on the District and are subject to change.

The District will finance (i) stormwater management improvements; (ii) roadway improvements; (iii) water distribution system; and (iii) wastewater collection system (the “Improvements”). The stormwater management improvements and the roadway improvements will be owned and

maintained by either the District or the City. The landscaping within the District right-of-ways will be maintained by the District. The water distribution system and wastewater collection system will be owned and maintained by the County Water and Sewer Department.

9. **Future Land Use Plan Designation:** The future general distribution, location and extent of land uses within the Amendment Area of the District are shown on **Exhibit 7** attached hereto. The development plan anticipates 350 single-family homes and 278 townhomes within the Original Area. The Expansion Area will anticipate 161 single-family homes. This will equate to a total of 789 residential dwelling units. The County's Future Land Use Element designates the land contained within the District as low-medium density residential as adopted by Resolution No. 10239 and Resolution No. 1464 (5/22/1958).

10. **Statement of Estimated Regulatory Costs:** ("SERC") The statement of estimated regulatory costs of granting this Petition and amending the boundaries of the District is attached hereto as **Exhibit 8** (Prepared in accordance with the requirements of Section 120.541, Florida Statutes).

11. **Florida City Resolution:** Attached hereto as **Exhibit 10** is Resolution No. 22-06 from the City Commission of Florida City, Florida, expressing support for the amendment to the boundaries of the District by Miami-Dade County, Florida.

12. **Rights to be Granted the District:** Petitioner hereby requests that the District be granted the right to exercise all powers provided for in Sections 190.012(1), 190.012(2)(a), and 190.012(2)(d), Florida Statutes.

13. **Declaration of Restrictive Covenants:** Attached hereto as **Exhibit 9** is a copy of the Declaration of Restrictive Covenants applicable to the subject property, which has been executed by the landowner.

14. **Disclosure Requirements:** The District will provide full disclosure of information relating to the public financing and maintenance of improvements to real property to be undertaken by the District as required by Section 190.009, Florida Statutes, and as required as a condition of the amendment of the District by the County Board of County Commissioners.

15. **Reasons for Amending the Boundaries of the District:** The property within the District is amenable to operating as an independent special-district for the following reasons:

a) The District and all land uses and services planned within the District are inconsistent with applicable elements or portions of the effective County Comprehensive Master Plan and the City Master Plan.

b) The area of land within the District is part of a unified plan of development. The land encompassing the District is of sufficient size and is sufficiently compact and contiguous to be developed as one functional interrelated community.

c) The community development facilities the District proposes to finance will be compatible with the capacity and use of existing local and regional community development services and facilities.

d) The District will be the best alternative available for delivering community infrastructure to the area to be served because the District provides a governmental entity for delivering the infrastructure in a manner that does not financially impact persons residing outside of the District.

**WHEREFORE**, Petitioner respectfully requests the County Board of County Commissioners to:

**A.** Schedule and hold a public hearing to consider this Petition pursuant to the uniform procedures set forth in Sections 190.005(2)(b) and (1)(d), Florida Statutes.

**B.** Grant the Petition and adopt an ordinance to amend the boundaries of the District and designate the land area to be serviced by the District, pursuant to Section 190.046(1)(b), Florida Statutes.

Respectfully submitted this 20<sup>th</sup> day of June, 2022.

**KEYS EDGE COMMUNITY DEVELOPMENT  
DISTRICT**

By: 

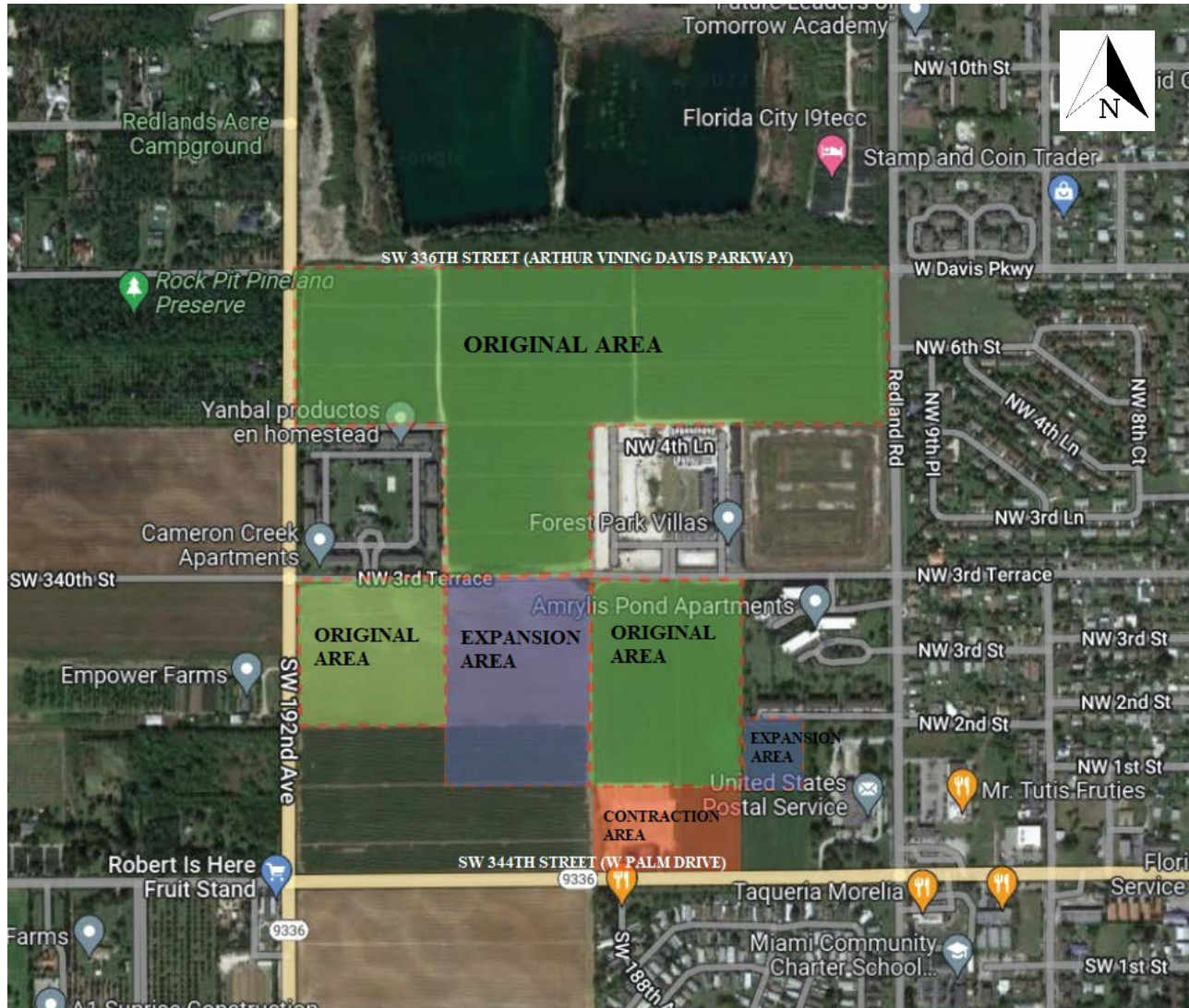
Print Name: Alicia Ale

Title: \_\_\_\_\_

MDC016

## EXHIBIT 1

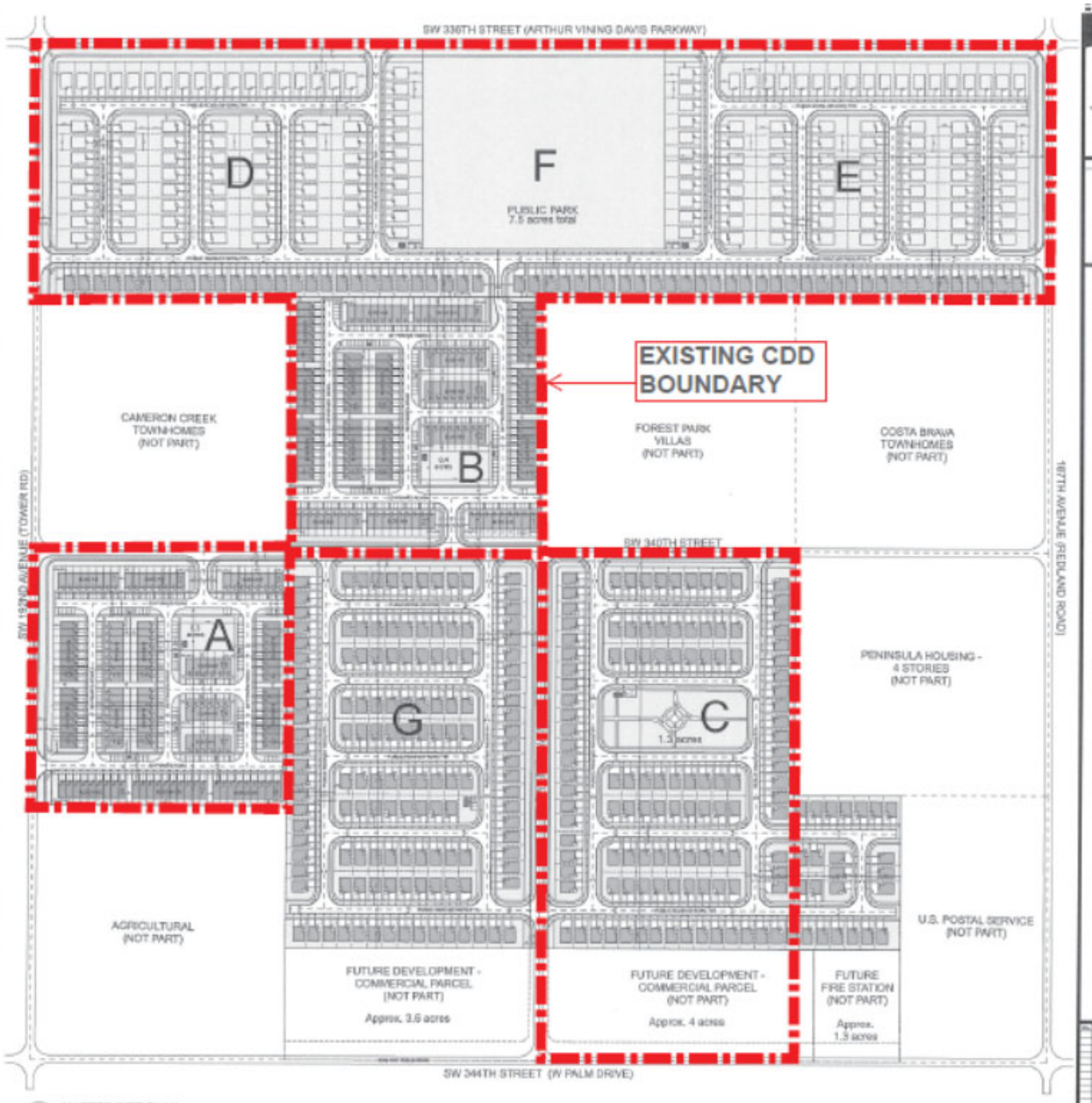
### LOCATION MAP KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT





## EXHIBIT 2A

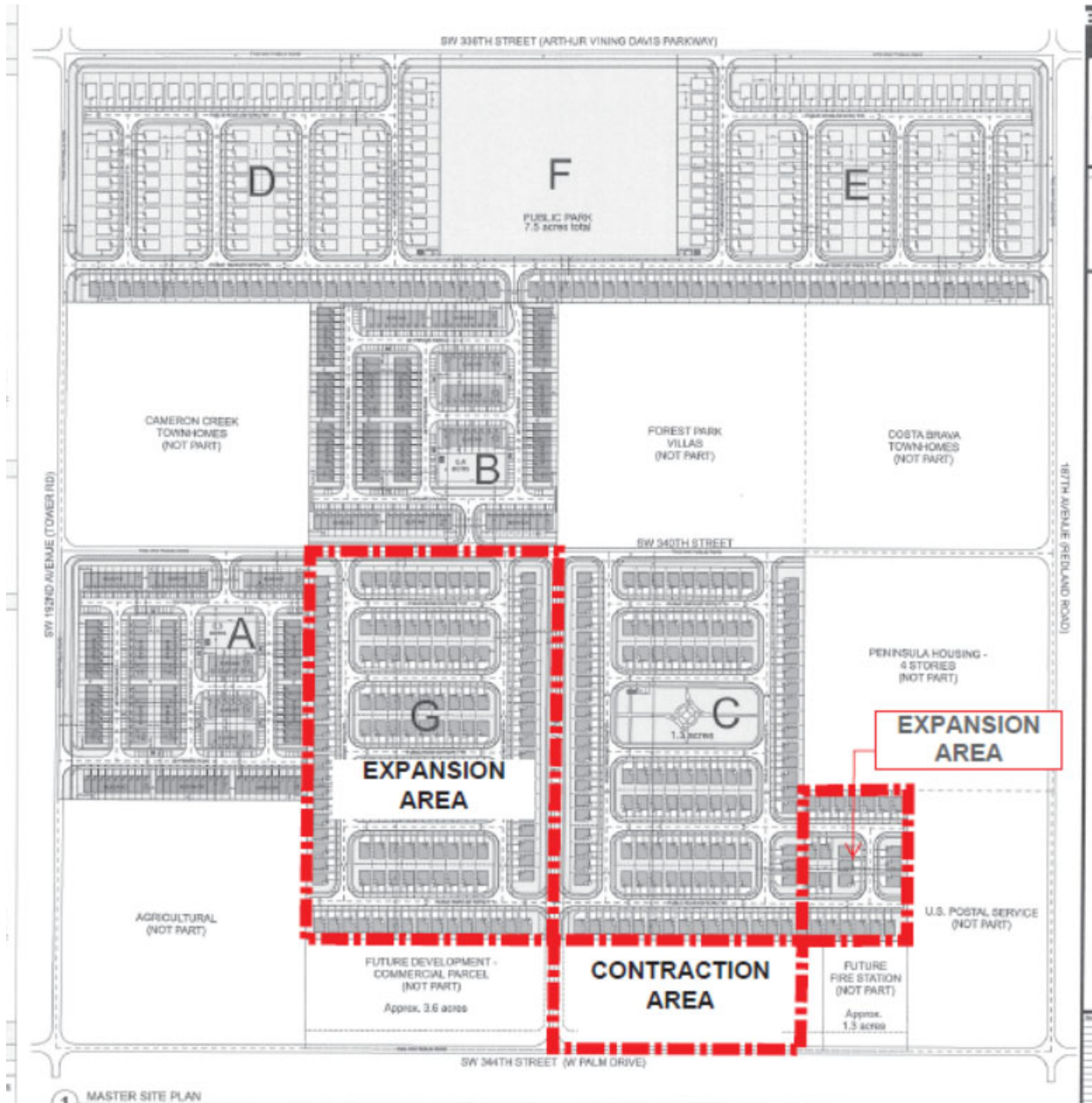
### **DISTRICT BOUNDARIES MAP – ORIGINAL AREA KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**





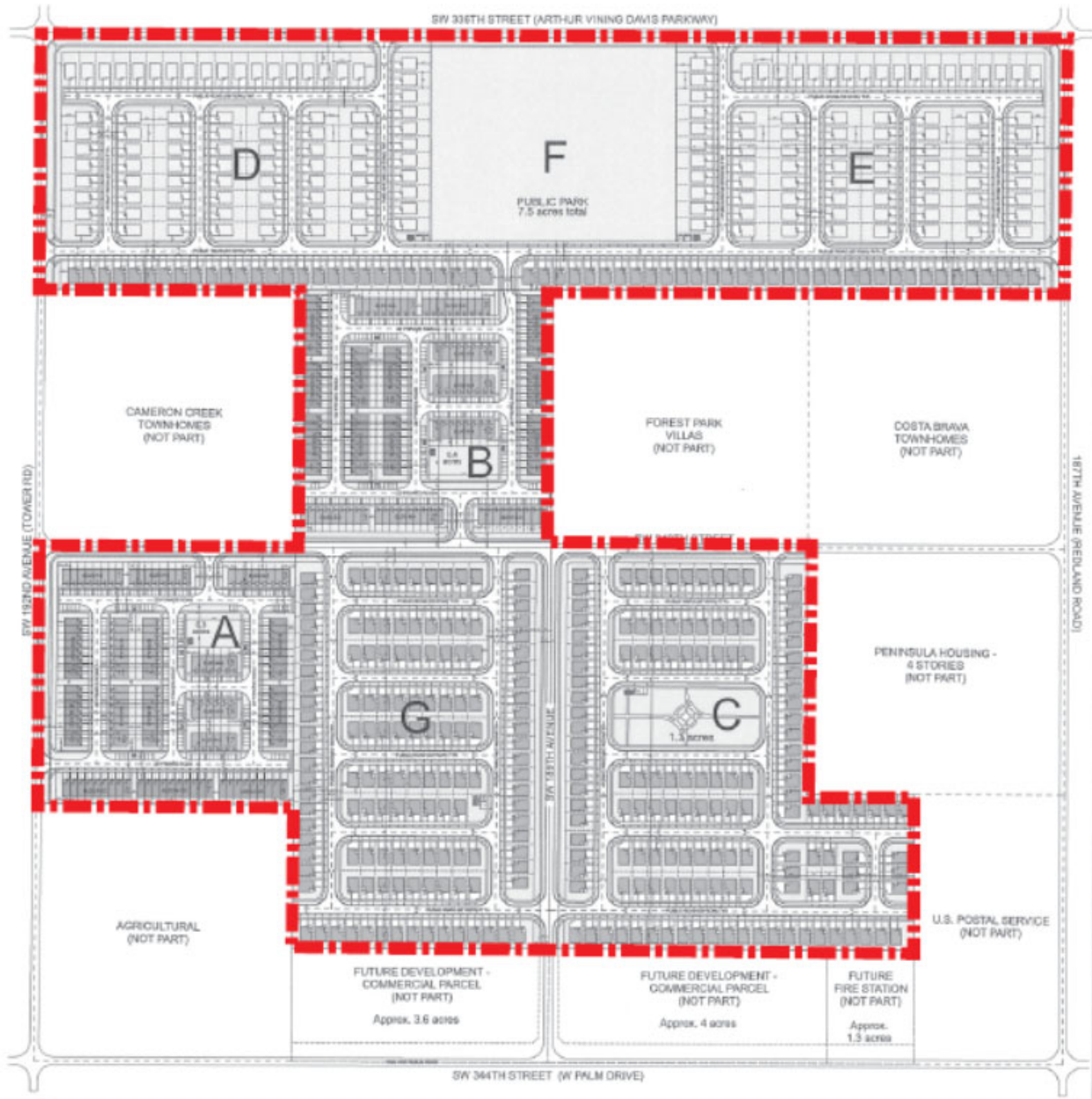
## EXHIBIT 2B

### **DISTRICT BOUNDARIES MAP – EXPANSION AREA/CONTRACTION AREA KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**



## EXHIBIT 2C

### **DISTRICT BOUNDARIES MAP – PROPOSED NEW BOUNDARIES KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**



### **EXHIBIT 3**

#### **LEGAL DESCRIPTION KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**

##### **Expansion Area:**

###### **Parcel Identification Number: 16-7823-000-0220**

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.

###### **Parcel Identification Number: 16-7823-000-0028**

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 thereof, and LESS the East 230 feet of the South 295 feet in Section 23, Township 57 South, Range 38 East, lying and being in Miami-Dade County, Florida.

##### **Contraction Area:**

###### **Parcel Identification Number: 16-7823-000-0020 and 16-7823-000-0028**

The South 295 feet of the Southeast 1/4 of the Southeast 1/4, LESS the East 620.21 feet thereof, in Section 23, Township 57 South, Range 38 East, lying and being in Miami-Dade County, Florida, LESS that portion of the West 25 feet of the South 295 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 23, and LESS the external area of a circular curve formed by a 25 foot radius arc, concave to the Northeast, tangent to the North Line of the South 50 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 23 and tangent to the East Line of the West 25 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 23, as shown on certain Right of Way Deed to the City of Florida City, recorded in official Records Book 32068, at Page 3277 of the Public Records of Miami-Dade County, Florida.

**EXHIBIT 4A**

**AFFIDAVIT OF OWNERSHIP AND CONSENT  
TO THE EXPANSION OF THE  
KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**

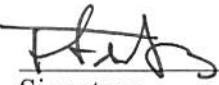
STATE OF FLORIDA

COUNTY OF **MIAMI-DADE**

On this 30 day of JUNE, 2022, FERNANDO ARANGO personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, who, after being duly sworn, deposes and says:

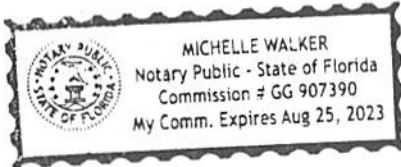
1. Affiant, FERNANDO ARANGO, an individual, is the V.P - OPS. of ONX-ODAGLED GRAND PALMS II, LLC, a Delaware Limited Liability Company (the "Company").
2. The Company is the owner of the following described property, to wit:
  - See **Exhibit "A"** attached hereto (the "Property")
3. Affiant hereby represents that she/he has full authority to execute all documents and instruments on behalf of the Company, including the Petition to Amend the Boundaries of the Keys Edge Community Development District (the "District") before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to amend the boundaries of the District.
4. The Property represents the real property to be included in the District.
5. Affiant on behalf of the Company hereby consents to the expansion of the District.

**FURTHER, AFFIANT SAYETH NOT.**

  
\_\_\_\_\_  
Signature  
FERNANDO ARANGO  
\_\_\_\_\_  
Name  
V.P - OPERATIONS  
\_\_\_\_\_  
Title

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or \_\_\_ online notarization, this 30 day of June ONX-ODAGLED GRAND PALMS II, LLC, 2022, by Fernando Arango, who is personally known to me or who produced his/her \_\_\_\_\_ as identification.

Notary: Michelle Walker  
Print Name: MICHELLE WALKER  
Notary Public, State of Florida



**EXHIBIT A  
LEGAL DESCRIPTION OF EXPANSION AREA  
KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**

**Expansion Area:**

**Parcel Identification Number: 16-7823-000-0028**

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 thereof, and LESS the East 230 feet of the South 295 feet in Section 23, Township 57 South, Range 38 East, lying and being in Miami-Dade County, Florida.



**AFFIDAVIT OF OWNERSHIP AND CONSENT  
TO THE EXPANSION OF THE  
KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**

STATE OF FLORIDA

COUNTY OF MIAMI-DADE

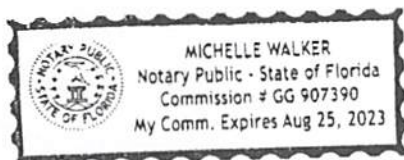
On this 30 day of JUNE 2022, FERNANDO ARANGO personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, who, after being duly sworn, deposes and says:

1. Affiant, FERNANDO ARANGO, an individual, is the VP-OPS. of ONX-ODAGLED GRAND PALMS, LLC, a Delaware Limited Liability Company (the "Company").
2. The Company is the owner of the following described property, to wit:
  - See **Exhibit "A"** attached hereto (the "Property")
3. Affiant hereby represents that she/he has full authority to execute all documents and instruments on behalf of the Company, including the Petition to Amend the Boundaries of the Keys Edge Community Development District (the "District") before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to amend the boundaries of the District.
4. The Property represents the real property to be included in the District.
5. Affiant on behalf of the Company hereby consents to the expansion of the District.

**FURTHER, AFFIANT SAYETH NOT.**

[Signature]  
Signature  
FERNANDO ARANGO  
Name  
V.P - OPER.  
Title

Sworn to (or affirmed) and subscribed before me by means of June physical presence or June online notarization, this 30 day of June ONX-ODAGLED GRAND PALMS, LLC, 2022, by Fernando Arango, who is personally known to me or who produced his/her June as identification.



Notary: [Signature]  
Print Name: MICHELLE WALKER  
Notary Public, State of Florida



**EXHIBIT A**  
**LEGAL DESCRIPTION OF EXPANSION AREA**  
**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**

**Expansion Area:**

**Parcel Identification Number: 16-7823-000-0220**

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.

**EXHIBIT 4B**

**AFFIDAVIT OF OWNERSHIP AND CONSENT  
TO THE CONTRACTION OF THE  
KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**

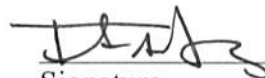
STATE OF FLORIDA

COUNTY OF MIAMI-DADE

On this 30<sup>th</sup> day of JUNE 2022, FERNANDO ARANGO personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, who, after being duly sworn, deposes and says:

6. Affiant, FERNANDO ARANGO, an individual, is the V.P. - OPER. of ONX-ODAGLED GRAND PALMS II, LLC, a Delaware Limited Liability Company (the "Company").
7. The Company is the owner of the following described property, to wit:
  - See **Exhibit "A"** attached hereto (the "Property")
8. Affiant hereby represents that she/he has full authority to execute all documents and instruments on behalf of the Company, including the Petition to Amend the Boundaries of the Keys Edge Community Development District (the "District") before the Board of County Commissioners of Miami-Dade County, Florida, to adopt an ordinance to amend the boundaries of the District.
9. The Property represents the real property to be removed from the District.
10. Affiant on behalf of the Company hereby consents to the contraction of the District.

**FURTHER, AFFIANT SAYETH NOT.**

  
\_\_\_\_\_  
Signature  
FERNANDO ARANGO  
\_\_\_\_\_  
Name  
V.P. - OPER.  
\_\_\_\_\_  
Title

Sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or    online notarization, this 30 day of June ONX-ODAGLED GRAND PALMS II, LLC, 2022, by Fernando Arango, who is personally known to me or who produced his/her    as identification.

Notary: \_\_\_\_\_  
Print Name: MICHELLE WALKER  
Notary Public, State of Florida



**EXHIBIT A**  
**LEGAL DESCRIPTION OF EXPANSION AREA**  
**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**

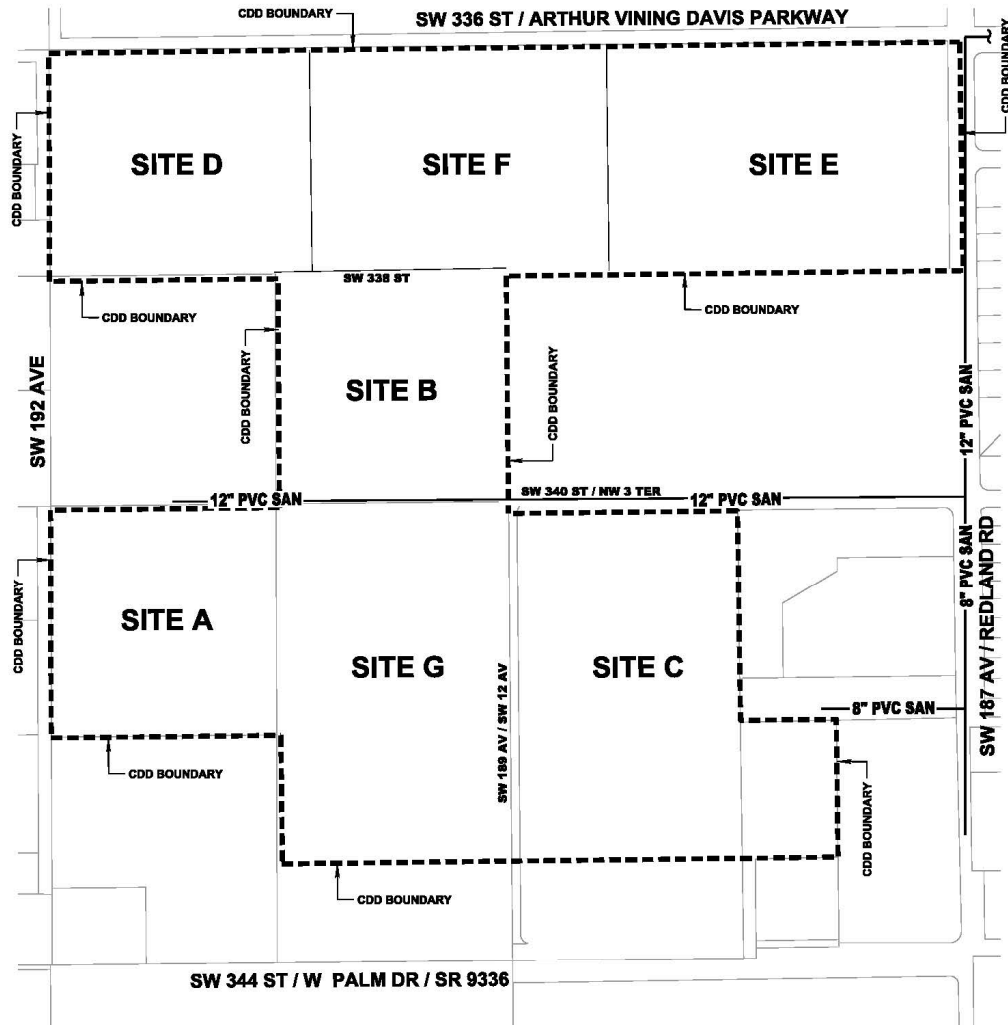
**Contraction Area:**

**Parcel Identification Number: 16-7823-000-0020 and 16-7823-000-0028**

The South 295 feet of the Southeast 1/4 of the Southeast 1/4, LESS the East 620.21 feet thereof, in Section 23, Township 57 South, Range 38 East, lying and being in Miami-Dade County, Florida, LESS that portion of the West 25 feet of the South 295 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 23, and LESS the external area of a circular curve formed by a 25 foot radius arc, concave to the Northeast, tangent to the North Line of the South 50 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 23 and tangent to the East Line of the West 25 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 23, as shown on certain Right of Way Deed to the City of Florida City, recorded in official Records Book 32068, at Page 3277 of the Public Records of Miami-Dade County, Florida.

## EXHIBIT 5

### LOCATION OF EXISTING UTILITIES WATER SYSTEM, SEWER SYSTEM & STORM DRAINAGE

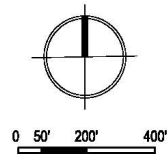


**ALVAREZ ENGINEERS, INC.**

KEYS EDGE CDD

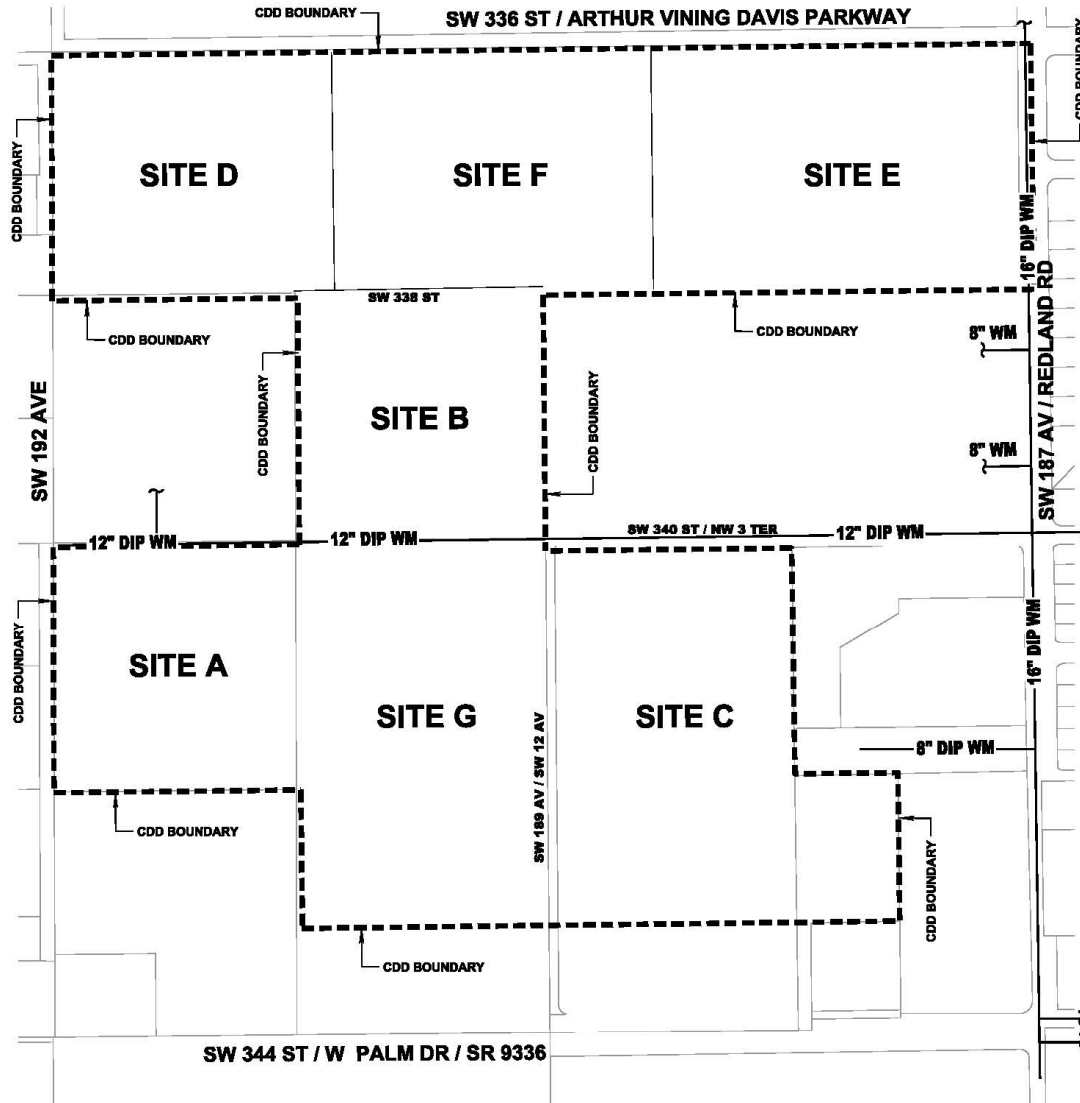
**EXISTING SANITARY SEWERS ADJACENT TO THE CDD SITE**

EXHIBIT 2



11/17/2022~070902 - Keys Edge CDD Yearly report-2022-001 CADD\EXHIBIT-03-04 water-sewer.dgn

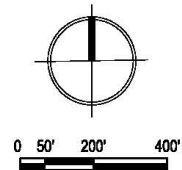
MDC030



**ALVAREZ ENGINEERS, INC.**

**KEYS EDGE CDD  
EXISTING WATER MAINS ADJACENT TO THE CDD SITE**

**EXHIBIT 3**



11/17/2022~070902 - Keys Edge CDD\Yearly report\2022\001 CADD\EXHIBIT-03-04 water-sewer.dgn

MDC031

**EXHIBIT 6A**

**TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS  
KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**

<b>FACILITY/IMPROVEMENT</b>	<b>Start Date</b>	<b>Complete Date</b>
Roadway Improvements	May 2022	November 2023
Stormwater Management Improvements	January 2022	November 2023
Water Distribution System	January 2022	November 2023
Wastewater Collection System	January 2022	November 2023

**EXHIBIT 6B**

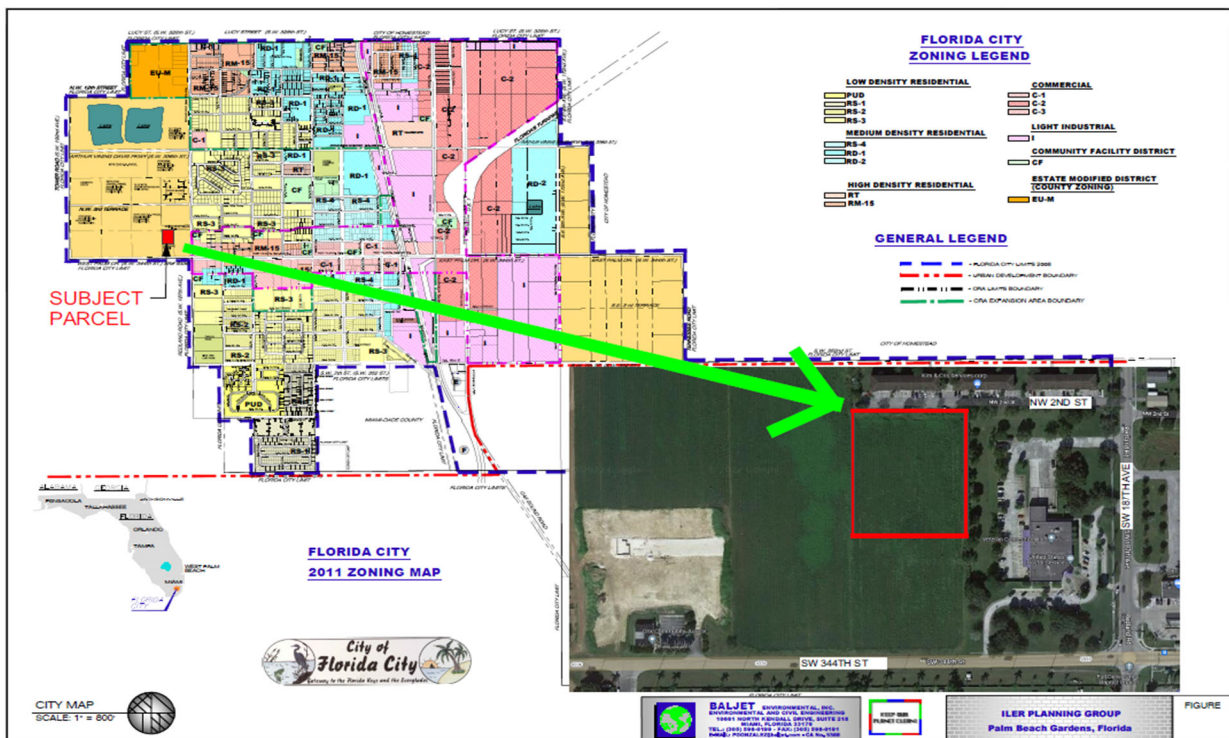
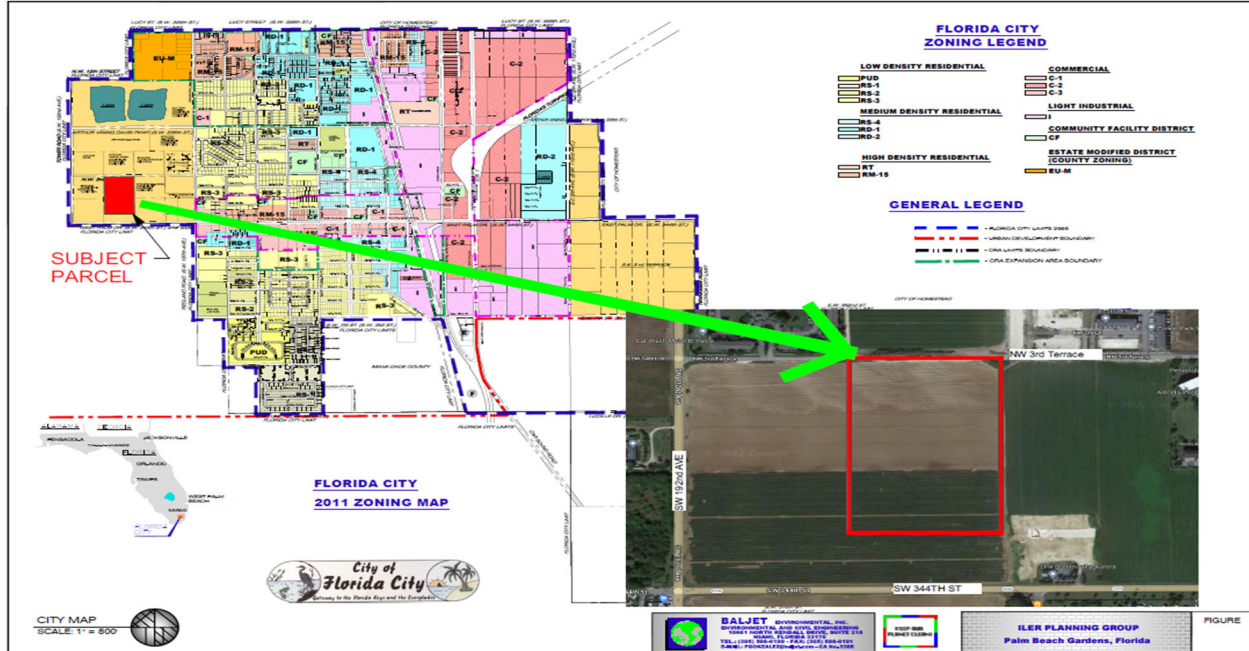
**ESTIMATED COST OF DISTRICT IMPROVEMENTS  
KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**

<b>FACILITY/IMPROVEMENT</b>	<b>ESTIMATED COST</b>
Roadway Improvements (including impact fees)	\$14,465,000
Stormwater Management Improvements	\$4,174,000
Water Distribution System and Wastewater Collection System (including connection fees)	\$8,328,000
<b>Total Estimated Costs</b>	<b>\$26,967,000</b>



## EXHIBIT 7

### LAND USE PLAN MAP KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT



**EXHIBIT 8**

**Statement of Estimated Regulatory Costs  
(SERC)**

December 29, 2022

Prepared by

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

(561) 630-4922

MDC034

## **STATEMENT OF ESTIMATED REGULATORY COSTS**

### **1.0 Introduction**

#### **1.1 Purpose**

This Statement of Estimated Regulatory Costs (“SERC”) supports the petition to amend the boundaries of the Keys Edge Community Development District (the “District” and/or “CDD”). The District is a local unit of special-purpose government established in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as established by Ordinance No. 07-106 of the Board of County Commissioners of Miami-Dade County, Florida (the “County”), effective August 3, 2007 and by the City of Florida City (the “City”) Resolution No. 07-14 approved March 27, 2007, and as amended pursuant to County Ordinance No. 07-173, effective December 14, 2007. The District desires to amend the boundaries of the District by adding and removing certain lands which will amount to a net increase of approximately 14.79 acres more or less (“Amendment Area”).

The District is being designed and will provide community infrastructure that will serve all the lands in the District. The planned community infrastructure will include, but not necessarily be limited to, roadway improvements, stormwater management improvements, water distribution system and wastewater collection system (the “Infrastructure”). The District anticipates financing all or a portion of the Infrastructure by issuing bonds (“Bonds”) levied on the lands within the District that will specially benefit from the Infrastructure all as discussed more fully below.

The limitations on the scope of this SERC are explicitly set out in Section 190.002(2) (d), Florida Statutes, governing District formation as follows:

"That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added)."

#### **1.2 Overview of the Keys Edge Community Development District**

As noted above, the District will provide Infrastructure and related services with operation and maintenance, to the 96.63 acres comprising the Project (after the amendment to the boundaries). The current development plan for the lands contained in the District is for 511 single-family homes and 278 townhomes, totaling 789 residential dwelling units. These plans are subject to change as market conditions may dictate in the future.

### 1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), Florida Statutes (2022), defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after implementation of the rule; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency (County), and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local governmental entities, required to comply with the requirements of the rule. As used in this paragraph, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. The impact analysis for small businesses must include the basis for the agency’s decision not to implement alternatives that would reduce adverse impacts on small businesses.

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1) (a) [of Section 120.541, Florida Statutes] and a

statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

“Note: the references to “rule” in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an “ordinance” under section 190.005(2) (a), Florida Statutes.”

- 2.0 (a) An economic analysis showing whether the rule directly or indirectly is likely to:**  
**(1) have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule; (2) have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after implementation of the rule; or (3) increase regulatory costs, including any transactional costs, in the excess of \$1 million in the aggregate within 5 years after the implementation of the rule.**

It is unlikely the amendment of the District will meet any of the adverse triggers referenced in Section 120.541(2)(a), Florida Statutes. The basis for this determination is that this Petition to amend the District is for the sole purpose of providing public infrastructure for the Project, which has already been vetted by the County during the review process and subsequently approved by the County Commission. Additional support of this determination is provided in the discussions in **Section 3.0** through **Section 6.0** herein.

- 3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.**

The District serves land that comprises a 96.63+/- acre residential development (following the amendment to boundaries) to be made up of an estimated 511 single-family homes and 278 townhomes, totaling 789 residential dwelling units. The estimated population of the District will be approximately 2,000+/- . The property owners in the District will be individuals that may operate industrial, manufacturing, commercial, retail and non-retail related businesses outside the boundaries of the District. The majority of the property owners in the District will be individuals and families.

- 4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.**

There is no state agency promulgating any rule relating to this Project that is anticipated to affect State or local revenues.

#### 4.1 Costs to Governmental Agencies of Implementing and Enforcing Rule

Because the results of adopting the ordinance to expand the boundaries of the District is establishment of a local special-purpose government, there will be no enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

##### State Governmental Entities

There will be only modest costs to various State governmental entities to implement and enforce the proposed rule of the District. The District will encompass under 1,000 acres; therefore, the County is the amending entity under 190.005(2), Florida Statutes. The modest costs to various State entities to implement and enforce the proposed rule relate strictly to the receipt and processing of various reports that the District, as a special-purpose unit of local government, is required to file with the State of Florida, the Department of Economic Opportunity and other agencies of the State. The filing requirements are outlined herein on **Appendix A**. The costs to those State agencies that will receive and process the District's reports are very small, because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one (1) additional set of reports is inconsequential. Additionally, pursuant to section 189.064, Florida Statutes, the District must pay an annual fee to the State of Florida Department of Economic Opportunity, which offsets such costs.

##### Miami-Dade County and the City of Florida City

This Petition to amend the District will require the County to review the Petition and its supporting exhibits. In addition, the County will hold public hearings to discuss the Petition and to take public input. These activities will absorb County staff time and time of the County Commission. The City will also be requested to review the Petition and adopt a resolution approving the amendment to the boundaries of the District. However, the costs of these activities are very modest at most for a number of reasons. First, review of the Petition to amend the boundaries of the District does not include analysis of the Project itself. Second, the Petition itself provides much of the information needed for a staff review. Third, the City and County already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital costs required to review the Petition. Finally, the City and County routinely process similar petitions though for entirely different subjects, for land uses and zoning changes that are far more complex than is the petition to amend a community development district.

The annual costs to the City and County, because of the amendment of the District, are also very small. The District is an independent unit of local government. The only annual costs the County faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the County, or any monitoring expenses the County may incur if it establishes a monitoring program for this District. However, the Petitioner has included a payment of \$16,500 to offset any expenses the County may incur in the processing of this Petition, or in the monitoring of this District.

#### 4.2 Impact on State or Local Revenues

Adoption of the proposed rule will have no negative impact on State or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development Project and it has its own sources of revenue. No State or local subsidies are required or expected.

In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida or any other units of local government except the District. In accordance with State law, debts of the District are strictly its own responsibility.

#### 5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities required to comply with the requirements of the rule.

The District will provide Infrastructure and related services to the lands in the District, as outlined in **Table 1** below. It is anticipated that the District will fund, own, operate and maintain certain roadway and stormwater management improvements. Certain roadway and stormwater management improvements will be funded by the District but owned, operated and maintained by the City. The District will also fund the water distribution system and the wastewater collection system all of which will be owned by the County (WASD) and maintained by the County (WASD).

**Table 1**

#### **PROPOSED FACILITIES AND SERVICES**

<b>FACILITY/IMPROVEMENT</b>	<b>FUNDED BY</b>	<b>MAINTAINED BY</b>	<b>OWNERSHIP BY</b>
Roadway Improvements	CDD	CDD/CITY	CDD/CITY
Stormwater Management Improvements	CDD	CDD/CITY	CDD/CITY
Water Distribution System	CDD	WASD	WASD
Wastewater Collection System	CDD	WASD	WASD

CDD = Community Development District

CITY = City of Florida City

WASD = Miami-Dade County Water and Sewer Department

The District has estimated the costs for providing the capital facilities (the “Facilities”) outlined above in **Table 1**, and such costs are shown herein below on **Table 2**. Total costs for those Facilities, which may be provided, are estimated to be approximately \$26,967,000. The District may issue Bonds to fund all of the costs or a portion of the costs of these Facilities located in the District. The proposed Bonds would be repaid through non-ad valorem assessments levied on all lands in the District that may benefit from the



District's Infrastructure and related services as outlined on **Table 2** below. **Table 3** below provides an approximate timetable for commencement and completion of the Facilities.

Prospective future landowners in the District may be required to pay non-ad valorem assessments levied by the District to secure the debt incurred through Bond issuance. In addition to the levy of non-ad valorem assessments for debt service (principal and interest payments), the District may also impose a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services.

It is important to note that the various costs outlined below in **Table 2** are typical for developments of the type contemplated here. In other words, there is nothing peculiar about the District's financing that requires additional infrastructure over and above what would normally be needed or required. Therefore, these costs are not in addition to normal development costs. Instead, the proposed facilities and services provided by the District are substituting in part for developer-provided infrastructure and facilities. Along these same lines, District-imposed assessments for operations and maintenance costs are similar to what would be charged in any event by a property owners' association common to most planned developments.

Real estate markets are quite efficient, because buyers (and renters) evaluate all of the costs and benefits associated with various alternative locations. Therefore, market forces preclude developers/builders from marking up the prices of their product(s) beyond what the competition allows. To remain competitive the operations and maintenance charges must also be in line with the competition.

Furthermore, locating in the District by new property owners is completely voluntary. So, ultimately, all owners and users of the affected property choose to accept the non-ad valorem assessments and District's costs in tradeoff for the benefits, facilities and services that the District provides.

A Community Development District ("CDD" and/or "District") provides property owners with the option of having higher levels of facilities and services financed through self-imposed assessments. The District is an alternative means to manage necessary development services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a property association, County provision, or through developer equity and/or bank loans.

In considering these costs it shall be noted that owners of the lands to be included within the CDD will receive three (3) major classes of benefits.

First, landowners in the CDD will receive a higher long-term sustained level of public services and amenities sooner than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the community services and amenities will be completed concurrently with development of lands within the District. This satisfies

the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Amendment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of governance which allows District landowners, through landowner voting, to determine the type, quality and expense of District services they receive, provided they meet the County's overall requirements.

The cost impact on the ultimate landowners in the District is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above what the landowners would have paid to install infrastructure via an alternative management mechanism. Given the low cost of capital for a CDD, the cost impact to landowners is negligible. This incremental cost of the high quality infrastructure provided by the District is likely to be fairly low.

**Table 2**

**ESTIMATED COST OF DISTRICT IMPROVEMENTS**

<b>FACILITY/IMPROVEMENT</b>	<b>ESTIMATED COST</b>
Roadway Improvements (including impact fees)	\$14,465,000
Stormwater Management Improvements	\$4,174,000
Water Distribution System and Wastewater Collection System (including connection fees)	\$8,328,000
<b>Total Estimated Costs</b>	<b>\$26,967,000</b>

**Table 3**

**TIMETABLE FOR CONSTRUCTION OF DISTRICT IMPROVEMENTS**

<b>FACILITY/IMPROVEMENT</b>	<b>Start Date</b>	<b>Complete Date</b>
Roadway Improvements	May 2022	November 2023
Stormwater Management Improvements	January 2022	November 2023
Water Distribution System	January 2022	November 2023
Wastewater Collection System	January 2022	November 2023

**6.0 An analysis of the impact on small businesses as defined by Section 288.703, Florida Statutes, and an analysis of the impact on small counties and small cities as defined by Section 120.52, Florida Statutes. The County is not defined as a small county for the purposes of this requirement. The City is not defined as a small city for the purpose of this requirement.**

Approval of the amendment to the boundaries of the Keys Edge CDD will have positive impacts on small business as defined in Section 288.703 (1), Florida Statutes. These positive impacts will result because the additional population in the District will require goods and services from small businesses. These services can be provided by the small businesses that currently serve the general area. Additional opportunities will also be created for new businesses to be formed or relocate to the area. No negative impacts have been identified for small businesses as defined.

The County has an estimated population in 2020 (U.S. Census) that is greater than 75,000; therefore, the County is not defined as a “*small*” County according to Section 120.52, Florida Statutes, and there will accordingly be no impact on a small County because of the amendment of the District.

The City has an estimated population in 2020 (U.S. Census) that is greater than 10,000; therefore, the City is not defined as a “*small*” City according to Section 120.52, Florida Statutes, and there will accordingly be no impact on a small City because of the amendment of the District.

**7.0 Any additional useful information.**

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner’s Engineer and other professionals associated with the Petitioner.

Finally, it is useful to reflect upon the question of whether the proposed amendment of the District is the best alternative to provide community facilities and services to the Project. As an alternative to the District, the County could approve a dependent special district for the area, such as a Municipal Service Benefit Unit (“MSBU”) or a special taxing district under Chapter 170, Florida Statutes. Either of these alternatives could finance the Facilities contemplated in **Table 1** in a fashion similar to the proposed District.

However, each of these alternatives is inferior to the District. Unlike the District, the alternatives would require the County to continue to administer the Project and its facilities and services. As a result the costs for these services and facilities would not be sequestered to the land directly benefiting from them, as the case would be with the District.

A District also is preferable from a government accountability perspective. With a District as proposed, landowners and residents in the District would have a focused unit of government under their direct control. The District can then be more responsive to landowner needs without disrupting other county responsibilities.

**APPENDIX A  
LIST OF REPORTING REQUIREMENTS**

<b>REPORT</b>	<b>FL. STATUTES CITE</b>	<b>DUE DATE</b>
Annual Financial Audit	218.39 & 11.45	within 45 days of audit completion, but no later than 9 months after end of fiscal year
Annual Financial Report	218.32	within 45 days of financial audit completion, but no later than 9 months after end of fiscal year; if no audit required, by 6/30
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1: Statement of Financial Interest	112.3145	within 30 days of accepting specified appointment, then every year thereafter by 7/1 (by “local officers” appointed to special district’s board); during the qualifying period, then every year thereafter by 7/1 (by “local officers” elected to special district’s board)
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when bonds are issued
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008 & 189.016	on or before June 15 [sixty (60) days prior to adoption of final budget]
Final Budget	190.008	prior to October 1 of each year
Amended Budget	189.016(6)	annually by 11/30
Public Depositor Report	280.17	annually by 11/30
Web-Based Public Access	189.069	effective 10/1/2015 in accordance with 189.016

**EXHIBIT 9**

**DECLARATION OF RESTRICTIVE COVENANTS**

This instrument was prepared by:	
Name:	Special District Services, Inc.
Address:	Attn. Armando Silva
	The Oaks Center
	2501A Burns Road
	Palm Beach Gardens, FL 33410
(Space Reserved for Clerk)	

**SECOND AMENDED AND RESTATED**

**DECLARATION OF RESTRICTIVE COVENANTS**

**WHEREAS**, the undersigned Owner holds the fee simple title to the land described in the attached Exhibit A (the “Property”), located within the incorporated area of the City of Florida City in Miami-Dade County, Florida (the “County”); and

**WHEREAS**, Owner entered into that certain Declaration of Restrictive Covenants dated November 21, 2006, and recorded in Official Records Book 25925, Page 3903, of the Public Records of Miami-Dade County, Florida (the “Original Declaration”); and

**WHEREAS**, the Original Declaration contained certain covenants in favor of the County in support of a Petition (the “Original Petition”) for the establishment of the Keys Edge Community Development District (the “District”) filed December 1, 2006, and approved by the Board of County Commissioners, pursuant to Ordinance No. 07-106 adopted on July 24, 2007 (the “Original Ordinance”), and a Petition to Amend the Boundaries of the District was filed on \_\_\_\_\_, 2022, and approved pursuant to Ordinance No. \_\_\_\_\_ on \_\_\_\_\_ by the Board; and in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule.

**WHEREAS**, the Original Declaration inadvertently excluded special assessment information relating to certain types of Dwelling Units that would be included in the Grand Palms Community; and

**WHEREAS**, Owner entered into an Amended Declaration of Restrictive Covenants dated November 14, 2007, and recorded in the Official Records Book 26323, Pages 2861-2890, of the Public Records of Miami-Dade County, Florida, pursuant to County Ordinance No. 07-173, effective December 14, 2007 (the “Amended Declaration”); and

**WHEREAS**, Owner desires to provide certain covenants to the County Board of County Commissioners (the “Board”) in support of a Petition (the “Petition”) for amendment to the boundaries of the District filed on November 20, 2007, and approved pursuant to Ordinance No. 07-173 enacted by the Board on December 4, 2007 (the “Ordinance”), in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

**WHEREAS**, among those covenants are provisions for the timely, accurate, and enforceable disclosure, to all prospective initial purchasers who have entered or will enter into contracts for improved residential units within the Property (each a “Prospective Initial Purchaser”), of the obligation to pay to the District: (1) the pro-rata share for each Dwelling Unit (defined below) of the cost of the acquisition, construction, reconstruction, and equipping of certain public infrastructure which benefit the Property either as a one-time assessment at the time of closing or as an annual assessment based on the debt service on bonds to be issued by the District to finance such capital costs until such bonds are retired (collectively, “Capital Assessments”), and (2) the costs associated with (i) operations of the District including administration (“Operations Assessments”) and (ii) maintenance of public infrastructure by the

District (“Infrastructure Maintenance Assessments”); Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as (“Administrative Assessments”); and

**WHEREAS**, other covenants made by Owner include provisions for the long-term maintenance of infrastructure serving the Property including, but not limited to, roadways, drainage, and landscaping; and

**WHEREAS**, such covenants of Owner are made in order to assure the Board that the representations made by Owner in support of the Petition will be abided by,

**NOW, THEREFORE**, Owner freely, voluntarily, and without duress, and on behalf of its heirs, successors, and assigns, makes the following Declaration of Restrictive Covenants covering and running with the Property (this “Declaration”):

**1. COVENANTS.**

1.1 Public Records Notice of Existence of District. This Declaration shall serve as notice in the Public Records of the County that unless the District is terminated in accordance with the requirements of Chapter 190, Florida Statutes, and such termination is reflected in the Public Records of the County, the Property and all lands, parcels, lots, and units located within the District’s amended boundaries are subject to the Capital Assessments and Administrative Assessments levied and imposed by the District, subject only to the exceptions or exemptions from such assessments expressly provided by Florida law.

1.2 CDD and Purchase Contract Notices. Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential lot or unit within the Property (individually, a “Dwelling Unit”) written notice of the estimated annual Capital Assessments and Administrative Assessments (the “CDD Notice”) to be imposed on such individual Dwelling Unit substantially in the form attached hereto as Exhibit B prior to, or contemporaneously with, the execution of a purchase and sale contract (“Purchase Contract”) for



such Dwelling Unit. For the purposes of this Declaration, the term “Owner” means each seller of Dwelling Units within the Property. Notwithstanding the foregoing, if a Prospective Initial Purchaser executed a Purchase Contract before the effective date (10 days after enactment) of the Ordinance (the “Effective Date of the Ordinance”) but was not given a contemporaneous CDD Notice, Owner may still give the CDD Notice to such Prospective Initial Purchaser; provided, however, such CDD notice must be given together with the following written notice and must be sent to such Prospective Initial Purchaser by certified mail, professional overnight delivery or hand delivery, with return receipt, not later than the first business day following the Effective Date of the Ordinance:

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$60,000.00 FOR A SINGLE-FAMILY HOME UNIT, AND \$51,000.00 FOR A TOWNHOME UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF APPROXIMATELY \$34,584.00 FOR A SINGLE-FAMILY HOME UNIT, AND APPROXIMATELY \$29,396.00 FOR A TOWNHOME UNIT IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$2,000.00 FOR A SINGLE-FAMILY HOME UNIT, AND \$1,700.00 FOR A TOWNHOME UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO

OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

Owner shall promptly refund any amounts due under the foregoing notice if a Prospective Initial Purchaser properly rescinds a Purchase Contract during the time provided. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to the foregoing notice.

1.2.2 Owner shall also provide substantially the following disclosure ("Purchase Contract Notice") on the first page of each Purchase Contract executed after the Effective Date of the Ordinance for a Dwelling Unit within the Property, immediately after disclosure of the purchase price for the Dwelling Unit:

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$60,000.00 FOR A SINGLE-FAMILY HOME UNIT, AND \$51,000.00 FOR A TOWNHOME UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF APPROXIMATELY \$34,584.00 FOR A SINGLE-FAMILY HOME UNIT, AND APPROXIMATELY \$29,396.00 FOR A TOWNHOME UNIT IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$2,000.00 FOR A SINGLE-FAMILY HOME UNIT, AND \$1,700.00 FOR A TOWNHOME UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PROSPECTIVE INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PROSPECTIVE INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PROSPECTIVE INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE

EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

PURCHASER'S INITIALS: \_\_\_\_\_

Owner shall cause each Prospective Initial Purchaser to initial the Purchaser Contract Notice where indicated.

1.3 Relief to Prospective Initial Purchaser for Owner Default.

1.3.1 Owner shall provide relief, in the manner provided by this Section 1.3 to any Prospective Initial Purchaser who has not yet closed on a Dwelling Unit if any one of the following events shall occur (an "Owner Default"):

1.3.1.1. Owner fails to provide a timely CDD Notice or Purchase Contract Notice as required; and/or

1.3.1.2. Owner provides a timely CDD Notice; however, such CDD Notice underestimates the aggregate or monthly actual Administrative Assessments for the District's first three (3) fiscal years by more than five percent (5%); and/or

1.3.1.3. Owner provides a timely CDD Notice and/or Purchase Contract Notice; however, such CDD Notice and/or Purchase Contract Notice underestimates the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or monthly actual Annual Capital Assessments by more than five percent (5%).

1.3.2 In the event of any Owner Default that is not cured by a timely Late Notice (as hereinafter defined), a Prospective Initial Purchaser may, in writing (a "Termination Notice"), elect to rescind the Purchase Contract at any time prior to closing. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar

days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to this provision.

1.3.3 Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a “Late Notice”) to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the Effective Date of the Ordinance (the “Cure Period”). If the Owner Default set forth in Section 1.3.1.3 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing a written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the “Extended Late Notice”) no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90) days from the pricing of the bonds (the “Extended Cure Period”). An Owner Default cannot be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or applicable Extended Cure Period. If Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during the applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the

Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who receives an accurate Late Notice or Extended Late Notice during the Cure Period or Extended Cure Period, as applicable, regardless of whether the Prospective Initial Purchaser elects to rescind the Purchase Contract.

1.3.4 Every Late Notice or Extended Late Notice sent by Owner to a Prospective Initial Purchaser must include the following in bold type in a font at least as large as the largest font in such Late Notice or Extended Late Notice (*with correct type of notice indicated*):

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS IS A [LATE NOTICE or EXTENDED LATE NOTICE] UNDER SUCH DECLARATION. IF OWNER PROVIDES YOU WITH THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS [LATE NOTICE or EXTENDED LATE NOTICE]. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.

1.3.5 If the Owner Default involves the failure to provide a Purchase Contract Notice or Owner provided a Purchase Contract Notice in substantially the correct form and location; however, such Purchase Contract Notice underestimated the actual Capital

Assessment, if paid in full at closing, by more than five percent (5%) and/or the annual Capital Assessments by more than five percent (5%), then the Late Notice or Extended Late Notice shall also contain the following:

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: *[INSERT PURCHASE PRICE INFORMATION]*. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$60,000.00 FOR A SINGLE-FAMILY HOME UNIT, AND \$51,000.00 FOR A TOWNHOME UNIT. THIS DWELLING UNIT SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF APPROXIMATELY \$34,584.00 FOR A SINGLE-FAMILY HOME UNIT, AND APPROXIMATELY \$29,396.00 FOR A TOWNHOME UNIT IF PAID IN FULL AT CLOSING OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$2,000.00 FOR A SINGLE-FAMILY HOME UNIT, AND \$1,700.00 FOR A TOWNHOME UNIT FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON A DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

1.3.6 If the Owner Default involves the failure to provide a CDD Notice or Owner provided a timely CDD Notice; however, such CDD Notice underestimated (i) the actual aggregate Administrative Assessments for each of the District's first three (3) fiscal years by more than five percent (5%) and/or (ii) the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or (iii) the actual annual Capital Assessment by

more than five percent (5%), then the Late Notice or Extended Late Notice must also include a CDD Notice, if the Owner Default involves a failure to provide a CDD Notice or an accurate revised CDD Notice, if the Owner Default involves a timely but inaccurate CDD Notice.

1.4 Relief to a Prospective Initial Purchaser Who Actually Closes on a Dwelling Unit After an Uncorrected Owner Default.

1.4.1 In the event Owner fails to give a Prospective Initial Purchaser a timely CDD Notice, and such failure is not corrected by a timely and accurate Late Notice, then a Prospective Initial Purchaser that closes on the Dwelling Unit (“Actual Initial Purchaser”) may demand, in writing, that Owner pay such Actual Initial Purchaser (i) the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal due through the next applicable bond payment date respecting the Dwelling Unit *plus* (ii) an amount equal to the sum of the share of the actual Administrative Assessments levied by the District on such Dwelling Unit for the District’s first three (3) fiscal years immediately following the closing respecting the Dwelling Unit.

1.4.2 In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late

Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such Actual Initial Purchaser, in the event he or she elects to pay the Capital Assessment in full at closing, an amount equal to the difference between the actual Capital Assessment due at closing and the estimated Capital Assessment due at closing disclosed in the CDD Notice to the Actual Initial Purchaser or pay such Actual Initial Purchaser, in the event he or she elects to pay an annual Capital Assessment, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3 In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner pay such Actual Initial Purchaser an amount equal to the difference between the actual amount of the Administrative Assessments levied and imposed by the District on such Dwelling Unit and the amount of estimated Administrative Assessments disclosed to the Actual Initial Purchaser in the CDD Notice calculated for the District's first three (3) fiscal years immediately following the closing based on the initial actual annual Administrative Assessments.

1.4.4 Upon such demand by an Actual Initial Purchaser under this Section 1.4, Owner shall deliver the applicable amount to the Actual Initial Purchaser within ten



(10) calendar days after: (1) receipt of written demand, or (2) after the date Capital Assessments and Administrative Assessments first become payable, whichever is later, unless Owner and Actual Initial Purchaser agree to another manner or time of payment. An Actual Initial Purchaser shall provide to Owner written notice of election of remedy in this Section on or before one (1) year after the earlier of (1) the date that Capital Assessments and Administrative Assessments first appear on the Actual Initial Purchaser's Combined Real Property tax bill for the affected Dwelling Unit or (2) if such assessments are directly billed by the District and do not appear on the Actual Initial Purchaser's Combined Real Property tax bill, then the date that such Capital Assessments and Administrative Assessments first appear on any bill sent to the Actual Initial Purchaser by the District for the affected Dwelling Unit. After the expiration of that year, Owner shall not be obligated to provide any relief to such Actual Initial Purchaser under this Declaration.

1.4.5 Nothing in this Section 1.4 shall be construed to relieve any Actual Initial Purchaser of the individual Dwelling Unit of liability for all lawful taxes and assessments including, but not limited to, any tax liability resulting from Owner's payments to such Actual Initial Purchaser under Section 1.4.

1.5 Additional Disclosure through District Sign. Owner shall display at every entrance to a sales office or area, in a conspicuous location readily available for viewing by Prospective Initial Purchasers of Dwelling Units, a sign with information about the District. The remedy provisions discussed in Section 1.4 shall not apply to this Section. Such sign(s) shall be no smaller than twenty-four inches by thirty-six inches (24" x 36"), and shall contain the following language in substantially similar form in large, boldface type:

KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT

PURSUANT TO CHAPTER 190, FLORIDA STATUTES, THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY THROUGH A SPECIAL TAXING DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATIONS, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD IN ADDITION TO COUNTY AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT EXPECTS TO ISSUE BONDS TO FINANCE A PORTION OF THE CONSTRUCTION OF REQUIRED PUBLIC INFRASTRUCTURE IN GRAND PALMS. A PURCHASER OF PROPERTY IN GRAND PALMS WILL BE OBLIGATED TO PAY ANNUAL ASSESSMENTS TO AMORTIZE THE DEBT AND FOR DISTRICT ADMINISTRATION, WHICH AMOUNTS ARE SEPARATE FROM THE PURCHASE PRICE OF THE PROPERTY AND OTHER ASSESSMENTS ON THE PROPERTY, AND WHICH MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. THE TOTAL ANNUAL ASSESSMENTS VARY IN RELATION TO THE INFRASTRUCTURE BENEFIT ALLOCATED TO THE PROPERTY ASSESSED AND ARE EXPECTED TO APPEAR ON A PURCHASER'S PROPERTY TAX BILL EACH YEAR, BUT MAY BE BILLED DIRECTLY BY THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT. A PURCHASER SHALL HAVE THE OPTION TO PAY IN FULL AT ANY TIME THE PRO RATA SHARE, AS ALLOCATED TO THE PURCHASER'S PROPERTY, OF THE TOTAL AMOUNT OF DISTRICT CAPITAL ASSESSMENTS DUE. FOR FURTHER INFORMATION ON THE GRAND PALMS AND A PURCHASER'S BENEFITS AND OBLIGATIONS RELATING THERETO, CONTACT SPECIAL DISTRICT SERVICES, INC. (DISTRICT MANAGER) AT THE FOLLOWING TOLL FREE NUMBER; 1-877-737-4922.

1.6 Inspection of District Records by County Representatives. Owner shall allow or provide for the District to allow County representatives to review all pertinent records in order to assess the overall performance of Owner in providing timely and accurate disclosure of estimated Capital Assessments and Administrative Assessments on Dwelling Units within the District. Prompt access shall be provided without prior notice of inspection by the County representatives, but only during normal business hours and without disruption of sales operations. The purpose of such inspection is only to determine Owner's overall compliance with the aforementioned notice requirements and such inspection shall not authorize the County to seek any relief provided under Section 1.4, either on behalf of itself or on behalf of any Prospective Initial Purchaser or Actual Initial Purchaser.

1.7 Sole Provider of Water, Wastewater, and Reuse Service. Owner acknowledges and agrees that the Miami-Dade County Water and Sewer Department (“WASD”), or its successor agency or department, shall be the exclusive provider of water, wastewater, and reuse service to all lands within the Property. Service shall be provided by WASD in accordance with its general policies and procedures for providing service throughout the County.

1.8 Application for Multi-Purpose Special Taxing District to Maintain Infrastructure. The costs of maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, however, before the recording of a final plat on any portion of the Property, Owner shall submit to the Board a complete application including any necessary approvals from the jurisdiction in which the special taxing district is to be located, for the creation of a multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowners’ or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the Public Records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes the Board and its officials, employees, and

agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right of perpetual access and use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

## **2. BENEFITS AND ENFORCEMENT.**

2.1 The covenants set forth in Sections 1.2, 1.3 and 1.4 shall run and be in favor of and to the benefit of Prospective Initial Purchasers and Actual Initial Purchasers of individual Dwelling Units within the Property, and their heirs, successors, and assigns, and shall be enforceable exclusively by such persons. After an individual Dwelling Unit has been once conveyed to an Actual Initial Purchaser, no further notice shall be required to be provided by Owner to any purchaser of a Dwelling Unit if the same has been improved with a residence. If a Dwelling Unit is conveyed as unimproved land, then such Dwelling Unit shall not be deemed to have been conveyed to a Prospective Initial Purchaser or Actual Initial Purchaser, and all of the covenants set forth in Sections 1.2, 1.3 and 1.4 shall apply to the Dwelling Unit and any Owner offering such Dwelling Unit for sale to Prospective Initial Purchasers.

2.2 The covenants set forth in Sections 1.6, 1.7 and 1.8 shall run and be in favor of and to the benefit of the County or any successor municipal government, and shall be enforceable exclusively by such governmental entity.

2.3 Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and

disbursements allowed by law, such sum as the Court may adjudge to be reasonable for attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

**3. COVENANT RUNNING WITH THE LAND.**

This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded, at the expense of Owner in the Public Records of the County, following the acceptance by the Board of an ordinance approving the amendment of the District, and shall remain in full force and effect and be binding upon the undersigned Owner, and its successors and assigns, until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and litigation upon, all present and future owners of the Property and for the public welfare. Owner, on behalf of itself and its heirs, successors, and assigns, acknowledges that acceptance of this Declaration does not in any way obligate the County to undertake the construction or maintenance of any infrastructure or any other duty or obligation of the District.

**4. TERM.**

This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the then owner(s) of the Property has been recorded agreeing to change the covenant in whole, or in part, provided that the Declaration has first been modified or released by the County.

**5. MODIFICATION, AMENDMENT, OR RELEASE.**

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the

Property, or of such portion as will be affected by the modification, amendment, or release, including joinders of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

Should this Declaration be modified, amended, or released, the County Mayor or Designee, or the assistant in charge of the office in the County Mayor's absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment, or release.

**6. ELECTION OF REMEDIES.**

All rights, remedies, and privileges granted herein shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall such exercise preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.

**7. SEVERABILITY.**

Invalidation of any one of the covenants herein by judgment of Court shall not affect any of the other provisions of this Declaration which shall remain in full force and effect. However, if any material portion of the covenants herein is invalidated and such provision is not timely amended or replaced, or cannot be timely amended or replaced in an enforceable way with materially the same effect as the invalidated provision, the County shall be entitled to revoke any approval predicated upon the invalidated portion. It shall be Owner's obligation to apply for and diligently pursue any such application for amendment or replacement.

**8. ACCEPTANCE OF DECLARATION.**

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any

application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

**9.     PREVIOUS DECLARATIONS CANCELLATIONS.**

This Second Amended and Restated Declaration of Restrictive Covenants amends the Original Declaration recorded in Official Records Book 25925, Page 3903, of the Public Records of Miami-Dade County, Florida, and the Amended Declaration recorded in the Official Records Book 26323, Pages 2861-2890, of the Public Records of Miami-Dade County, Florida, both of which are hereby cancelled and replaced by this Second Amended and Restated Declaration of Restrictive Covenants.

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

OWNER:  
ONX-ODAGLED GRAND PALMS, LLC,  
a Delaware foreign limited liability  
company, registered to do business in  
Florida

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signer

Owner's Address: 1200 NW 4<sup>th</sup> Street  
Homestead, FL 33030

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_



IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

OWNER:  
ONX-ODAGLED GRAND PALMS II,  
LLC, a Delaware foreign limited liability  
company, registered to do business in  
Florida

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Authorized Signer

Owner's Address: 1200 NW 4<sup>th</sup> Street  
Homestead, FL 33030

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ who is personally known to me or who produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Notary Public, State of Florida

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**Exhibit A**

**LEGAL DESCRIPTION OF AMENDED AREA**

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT**

**Expansion Area:**

**Parcel Identification Number: 16-7823-000-0220**

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.

The above lands described lands containing an area of 702,420 Square Feet or 16.13 Acres, more or less, by calculations.

**Parcel Identification Number: 16-7823-000-0028**

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.

**Contraction Area:**

**Parcel Identification Number: 16-7823-000-0020 and 16-7823-000-0028**

The South 295 feet of the Southeast 1/4 of the Southeast 1/4, LESS the East 620.21 feet thereof, in Section 23, Township 57 South, Range 38 East, lying and being in Miami-Dade County, Florida, LESS that portion of the West 25 feet of the South 295 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 23, and LESS the external area of a circular curve formed by a 25 foot radius arc, concave to the Northeast, tangent to the North Line of the South 50 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 23 and tangent to the East Line of the West 25 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 23, as shown on certain Right of Way Deed to the City of Florida City, recorded in official Records Book 32068, at Page 3277 of the Public Records of Miami-Dade County, Florida.

## Exhibit B

### CDD NOTICE

### KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT

**Table 1. ESTIMATED TOTAL ANNUAL DISTRICT ASSESSMENTS DUE PER DWELLING UNIT FOR EACH OF THE DISTRICT'S FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
SINGLE-FAMILY HOME	\$2,000.00	\$650.00	\$2,650.00
TOWNHOME	\$1,700.00	\$650.00	\$2,350.00

**Table 2 BREAKDOWN OF ESTIMATED MONTHLY DISTRICT ASSESSMENTS FOR EACH OF THE FIRST THREE (3) FISCAL YEARS** (actual assessments may vary from the amounts set forth below and Operations and Infrastructure Maintenance Assessments may be higher in subsequent years based on actual budgets adopted by the District).

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District <u>Operations Assessments</u>	Estimated <u>Monthly</u> District <u>Infrastructure Maintenance Assessments</u>	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
SINGLE-FAMILY HOME	\$8.35	\$45.85	\$166.67
TOWNHOME	\$8.35	\$45.85	\$141.67

**Table 3 ESTIMATED INITIAL PAYOFF OF CAPITAL ASSESSMENTS** (does not include interest on the bond principal due through the next Payment Date) AND ESTIMATED TOTAL PAYMENTS IF ANNUAL PAYMENTS ARE MADE OVER THE TERM OF THE BONDS

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
SINGLE FAMILY HOME	\$34,584.00*	\$60,000.00
TOWNHOME	\$29,396.00*	\$51,000.00

*\*If Purchaser(s) wishes to prepay its pro rata share of District Bonds at the time the Dwelling Unit closes, Buyer should contact the Keys Edge Community Development District, Special District Services, Inc.(District Manager) at the following number 561-630-4922 for the actual prepayment amount.*

\_\_\_\_ PURCHASER'S INITIALS

1. The District. All of the residential dwelling units ("**Dwelling Units**") in Grand Palms (the "**Development**") are also located within the boundaries of the Keys Edge Community Development District (the "**District**"). The District is a local unit of special-purpose government organized and existing under the laws of the State of Florida and the Home Rule Charter of Miami-Dade County, Florida and located in the City of Florida City ("**City**") within Miami-Dade County ("**County**"). The primary purpose of the District is to finance the cost of the public infrastructure of the Development which may include, without limitation, water and sewer facilities, environmental mitigation, roadways, the surface water management system, utility plants and lines, land acquisition, miscellaneous utilities for the Development, as applicable, and other infrastructure projects and services necessitated by the development of land within the Development (collectively, the "**Public Infrastructure**").

\_\_\_\_ PURCHASER'S INITIALS

2. The District Board. The Board of Supervisors of the District (the "**District Board**") is initially elected by the landowner in the District. The District Board is required to advertise its meetings in advance and all District Board meetings are required to be open to the public. The District Board is required to prepare a budget each fiscal year and adopt the same in an open, public meeting. All owners of property within the District are invited to attend District Board meetings and participate in the public process.

\_\_\_\_ PURCHASER'S INITIALS

3. District Finance and Assessments. The current plan is for the District to issue bonds to acquire, construct, reconstruct, and equip all or a portion of the Public Infrastructure identified in Section 1. Currently, it is estimated that the Dwelling Units in the Development will be assessed based on the Capital Assessments and Administrative Assessments listed in Table 1 above and in Sections 3.2 and 3.4 below (if paid in November) to retire the debt of the District, to pay for operations of the District and maintenance of the Public Infrastructure. District assessments will either appear on the County real estate tax bill of each property located within the District and will be paid at the same time as County taxes are paid, or will be directly billed by the District. Capital assessments to repay the principal portion of the bond debt could be levied by the District for a period of up to thirty (30) years.

\_\_\_\_ PURCHASER'S INITIALS

3.1 District Capital Assessments. The District expects to issue bonds (the "**Bonds**"), the principal of and interest on which will be payable from non-ad valorem assessments ("**District Capital Assessments**") levied by the District on the property within the Development, which property is found to be specially benefited by the Public Infrastructure. Each Dwelling Unit is subject to a District Capital Assessment to repay the Bonds.

\_\_\_\_ PURCHASER'S INITIALS

3.2 Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately **\$2,000.00 for a Single-Family Home Unit** (approximately **\$167.00** per month) and **\$1,700.00 for a Townhome Unit** (approximately **\$142.00** per month), which sum shall be payable annually for the term of the Bonds [the principal repayment period may not exceed thirty (30) years]. The

aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds [not to exceed thirty years] is approximately **\$60,000.00** for a Single Family Home Unit and **\$51,000.00** for a Townhome Unit.

\_\_\_\_ PURCHASER'S INITIALS

3.3 Prepay Option. Each owner of a Dwelling Unit has the option of prepaying the aggregate amount of District Capital Assessments levied on the owner's Dwelling Unit. The prepayment amount at any time will be equal to the remaining outstanding pro rata share of principal and interest due through the next applicable payment date due on the Bonds for each Dwelling Unit. Such prepayment amount will decline each year as the District Capital Assessments are paid.

\_\_\_\_ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non-ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year, and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately **\$650.00** per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

\_\_\_\_ PURCHASER'S INITIALS

3.5 District Assessments. District Administrative Assessments together with District Capital Assessments shall comprise (the "**District Assessments**"). While the District Assessments are not taxes under Florida law, the District Assessments will constitute a lien coequal with the lien of State, County, Municipal, and School Board taxes, and are expected to appear on the ad valorem tax bill sent each year by the Miami-Dade County Tax Collector. The Homestead Exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the Dwelling Unit of the delinquent taxpayer through the issuance of a tax deed. If billed directly by the District, nonpayment could result in foreclosure on and loss of title to the Dwelling Unit.

\_\_\_\_ PURCHASER'S INITIALS

**PURCHASER:**

**PURCHASER:**

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT 10**

**FLORIDA CITY RESOLUTION**

MDC069

**RESOLUTION NO. 22-69**

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA EXPRESSING SUPPORT FOR THE AMENDMENT TO THE BOUNDARIES OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT BY MIAMI-DADE COUNTY, FLORIDA**

**WHEREAS**, the City Commission, as the governing body of the City of Florida City, pursuant to the authority vested in Chapter 190, Florida Statutes, is authorized and empowered to consider petitions for the amendment to the boundaries of community development districts within its municipal boundaries; and

**WHEREAS**, Miami-Dade County, Florida (the "County") plans to hold public hearings to consider the adoption of an ordinance granting the petition of the Keys Edge Community Development (the "District") Board of Supervisors (the "Petitioner") to amend the boundaries of the District, pursuant to the provisions of the Uniform Community Development Act of 1980, Chapter 190, Florida Statutes, as amended and Section 1.01 (A)(21) of the County's Home Rule Charter, for the lands described in Exhibit A attached hereto; and

**WHEREAS**, all of the District lands are located within the City's boundaries; and

**WHEREAS**, the City Commission finds the proposed amendment to the District boundaries will constitute an effective and cost-effective method of delivering community development services in the area, without overburdening the City's taxpayers; and

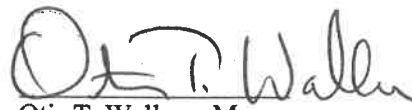
**WHEREAS**, all notice and hearing requirements have been satisfied; and

**WHEREAS**, the City Commission has considered the evidence and testimony of the Petitioners and other interested parties, and the recommendation of the City's planning staff.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLORIDA CITY, FLORIDA:**

The City hereby expresses its support for the amendment to the boundaries of the District on lands legally described in Exhibit A, attached hereto, in accordance with the petition of the District Board of Supervisors, attached hereto as Exhibit B.

**PASSED AND ADOPTED** by the Mayor and City Commission of the City of Florida City, Florida this 25<sup>th</sup> day of October, 2022.

  
Otis T. Wallace, Mayor

Attest:

Jennifer A. Evelyn

Digitally signed by Jennifer A. Evelyn  
DN: cn=Jennifer A. Evelyn, email=jane@cityoffloridacity.com, c=US, o=City of Florida City  
Date: 2022.10.25 10:00:00 -0400

Jennifer A. Evelyn, City Clerk

**RESOLUTION NO: 22-69**

Approved as to form and legal sufficiency:

Regine Monestime  
Regine Monestime, City Attorney

**Offered by: Mayor**

Motion to adopt by Comm. Berry

Seconded by Comm. Butler

**FINAL VOTE AT ADOPTION**

Mayor Otis T. Wallace	<u>Y</u>
Vice Mayor Walter Thompson	<u>Y</u>
Commissioner Eugene D. Berry	<u>Y</u>
Commissioner Sharon Butler	<u>Y</u>
Commissioner James Gold	<u>ABSENT</u>

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE  
**Jennifer A. Evelyn**  
City Clerk

I, \_\_\_\_\_  
Of the City of Florida City, Florida, do hereby certify  
that the above and foregoing is a true and correct  
copy of the original thereof on file in this office.  
WITNESS, my hand and the seal of said City

87th  
this \_\_\_\_\_ day of \_\_\_\_\_ AD 2022



**RESOLUTION NO: 22-69**

**EXHIBIT "A"**

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT  
LEGAL DESCRIPTION – AMENDMENT AREA**

**Expansion Area:**

**Parcel Identification Number: 16-7823-000-0220**

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.

**Parcel Identification Number: 16-7823-000-0028**

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 thereof, and LESS the East 230 feet of the South 295 feet in Section 23, Township 57 South, Range 38 East, lying and being in Miami-Dade County, Florida.

**Contraction Area:**

**Parcel Identification Number: 16-7823-000-0020 and 16-7823-000-0028**

The South 295 feet of the Southeast 1/4 of the Southeast 1/4, LESS the East 620.21 feet thereof, in Section 23, Township 57 South, Range 38 East, lying and being in Miami-Dade County, Florida, LESS that portion of the West 25 feet of the South 295 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 23, and LESS the external area of a circular curve formed by a 25 foot radius arc, concave to the Northeast, tangent to the North Line of the South 50 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 23 and tangent to the East Line of the West 25 feet of the Southeast 1/4 of the Southeast 1/4 of said Section 23, as shown on certain Right of Way Deed to the City of Florida City, recorded in official Records Book 32068, at Page 3277 of the Public Records of Miami-Dade County, Florida.

RESOLUTION NO: 22-69

**EXHIBIT “B”**

**KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT  
PETITION TO AMEND THE BOUNDARIES**

## **EXHIBIT 11**

### **RESOLUTION OF THE DISTRICT**

#### **RESOLUTION NO. 2022-06**

(AMENDING RESOLUTION NO. 2008-10 and RESOLUTION NO. 2020-01)

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS EDGE COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION NO. 2008-10 AND RESOLUTION NO. 2020-01, AUTHORIZING AND DIRECTING THE CHAIRPERSON AND/OR VICE CHAIRPERSON AND DISTRICT STAFF TO FILE A PETITION WITH THE MIAMI-DADE COUNTY COMMISSION AND FLORIDA CITY, FLORIDA, REQUESTING THE PASSAGE OF AN ORDINANCE AMENDING THE DISTRICT'S BOUNDARIES; AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Keys Edge Community Development District (the "District") is a unit of special-purpose local government established by Miami-Dade County Ordinance No. 07-173, amending Ordinance No. 07-106, (collectively the "Ordinance"), pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Uniform Act"); and

**WHEREAS**, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services, including, without limitation, certain stormwater management facilities, water distribution system, and sanitary system, including applicable connection charges, on-site and off-site roadway improvements, including road impact fees, and related soft and incidental costs and other related improvements, which public infrastructure systems, facilities, systems, and improvements are more specifically described in the Engineer's Report, prepared by Alvarez Engineers, Inc., dated June 2, 2022, as amended or supplemented from time to time.

**WHEREAS**, the existing District boundaries, due to economic conditions, did not undergo the boundary amendment as authorized in Resolution No. 2008-10 (dated September 12, 2008) and Resolution No. 2020-01 (dated January 9, 2020) and the District currently contains approximately 81.84 acres, as described in the Ordinance; and

**WHEREAS**, the lands within the District were sold and ownership of the lands were conveyed from Grec Homes, IX, LLC to Brickless Developer Group Corp to Onx-Odagled Grand Palms II, LLC; and

**WHEREAS**, the primary landowner now within the District, Onx-Odagled Grand Palms II, LLC (the "Developer"), and its affiliates, are presently developing real property within and adjacent to the District; and

**WHEREAS**, the Developer has requested the District to petition the Miami-Dade County Commission and Florida City, Florida, as required, to amend the boundaries of the District to include and remove certain lands adjacent to and contiguous to the District, not currently within the District boundaries; and

**WHEREAS**, following amendment of the District boundaries as described above, includes the area described in **Exhibit "A"** attached hereto (the "Amended Area"); and

**WHEREAS**, the proposed amendment to the District's boundaries will be processed in accordance with Section 190.046(1)(a), *Florida Statutes*; and

**WHEREAS**, the proposed amendment of the District boundaries will facilitate development of the lands within the amended District boundaries as one functionally interrelated community and promote compact and economical development of such lands; and

**WHEREAS**, the proposed District boundary amendment is in the best interests of the District, and the area of land within the amended boundaries of the District will continue to be of sufficient size, sufficiently compact, and sufficiently contiguous to be developable as one functionally related community; and

**WHEREAS**, the District is the best alternative available for delivering community development services and facilities to the area of land that will lie within the amended boundaries of the District; and

**WHEREAS**, the area of land that will lie within the amended boundaries of the District is amenable to separate special district government; and

**WHEREAS**, the Board of Supervisors (the "Board") of the District has determined that the proposed amendment to the District boundaries will increase the developable/assessable acreage of the District and will, therefore result in the costs and expenses associated with the construction, acquisition, and maintenance of planned infrastructure improvements and services being spread over more land area, thereby reducing the cost to future individual homeowners; and

**WHEREAS**, in order to seek a boundary amendment pursuant to Chapter 190, *Florida Statutes*, the District desires to authorize District staff, including, but not limited to legal, engineering, and managerial staff, to provide such services as are necessary to initiate and complete the boundary amendment process; and

**WHEREAS**, the retention of any necessary consultants and the work to be performed by District staff may require the expenditure of certain fees, costs, and other expenses by the District as authorized by the Board; and

**WHEREAS**, the Developer has agreed to provide sufficient funds to the District to reimburse the District for any such expenditures, including, but not limited to, legal, engineering and other consultant fees, filing fees, administrative, and other expenses, if any; and

**WHEREAS**, the Board of the District desires to petition the Miami-Dade County and Florida City, to amend the boundaries of the District in accordance with the procedures described in Chapter 190, *Florida Statutes*, which include the preparation and submission of a petition to Miami-Dade County and Florida City, Florida, the holding of a public hearing, and such other actions as are necessary in furtherance of the boundary amendment process;

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

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



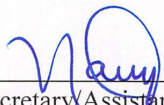
**SECTION 2.** The Board hereby directs the Chairperson and/or the Vice Chairperson and District Staff to proceed in accordance with Chapter 190, *Florida Statutes*, with the preparation, filing, and processing of a petition and related materials with Miami-Dade County and Florida City, Florida, to amend the District's boundaries to include the areas as described in **Exhibit "A"** attached hereto and made a part hereof.

**SECTION 3.** This Resolution shall become effective upon its passage.

**PASSED, ADOPTED AND BECOMES EFFECTIVE THIS 2<sup>nd</sup> DAY OF June, 2022.**

**ATTEST:**

**KEYS EDGE COMMUNITY  
DEVELOPMENT DISTRICT**

  
\_\_\_\_\_  
Secretary/Assistant Secretary

  
\_\_\_\_\_  
Chairperson/Vice Chairperson

**Exhibit A:** Legal Description of Amended Area

# "EXHIBIT 2 to the Ordinance"

## Legal Description

**KEYS EDGE CDD**  
**LEGAL DESCRIPTION**

The North  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 23, Township 57 South, Range 38 East, LESS the East 35.00 feet thereof, lying and being in Miami-Dade County, Florida.

And

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

And

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

And

The East  $\frac{1}{2}$  of the Southwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 23, Township 57 South, Range 38 East, lying and being in Miami-Dade County, Florida, LESS the South 295.00 feet thereof.

And

The West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 23, Township 57 South, Range 38 East, LESS the North 25.00 feet of the Northwest  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 23, Township 57 South, Range 38 East, for right of way purposes, and LESS the South 295.00 feet thereof, lying and being in Miami-Dade County, Florida.

Together With:

The South 700.00 feet of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$ , LESS the East 390.21 feet and LESS the South 295.00 feet thereof, in Section 23, Township 57 South, Range 38 East, lying and being in Miami-Dade County, Florida.

LESS:

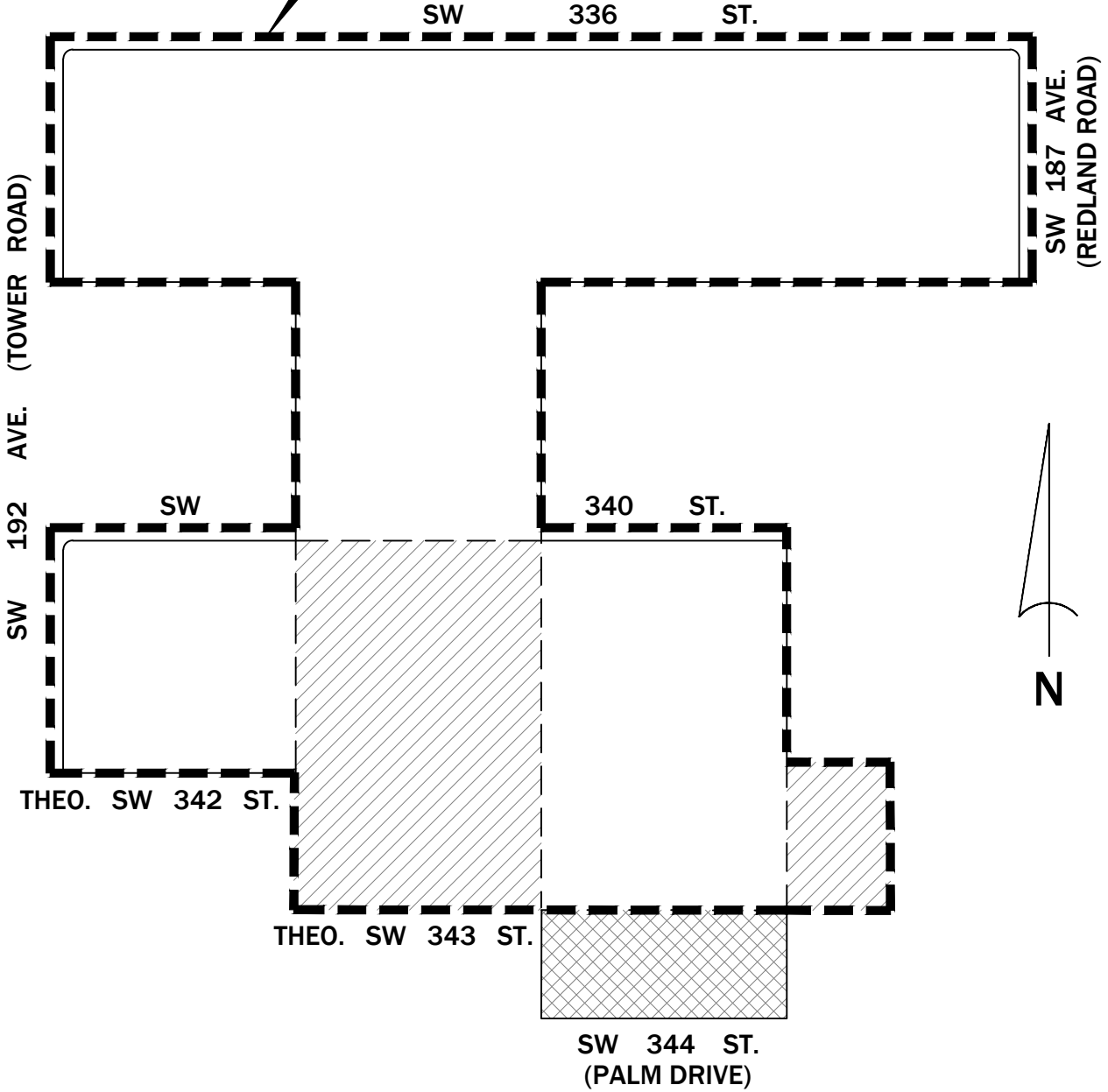
That portion of NW 189<sup>th</sup> Avenue as shown on certain Right-of-Way Deed to the City of Florida City for public Right-of-Way, recorded in Official Records Book 32068, at Page 3277, of the Public Records of Miami-Dade County, Florida, LESS the West 25.00 feet of the South 295.00 feet of the East  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of the Southeast  $\frac{1}{4}$  of Section 23, Township 57 South, Range 38 East, Miami-Dade County, Florida.

# "EXHIBIT 3 to the Ordinance"

## District Boundaries and Geographical Location Sketch



DISTRICT  
BOUNDARIES



**KEYS EDGE**

COMMUNITY DEVELOPMENT DISTRICT  
(AMENDMENT)



DENOTES AREAS TO BE ADDED.



DENOTES AREA TO BE REMOVED.

(COMM.0009)  
SECTION: 23- 57- 38

**EXHIBIT "C"**

MDC080

5/18/2023