



**KEYS COVE II  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
REGULAR BOARD MEETING  
NOVEMBER 11, 2015  
11:00 A.M.**

Special District Services, Inc.  
6625 Miami Lakes Drive, Suite 378  
Miami Lakes, FL 33014

[www.keyscove2cdd.org](http://www.keyscove2cdd.org)  
305.777.0761 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT**  
Crexent Business Center  
6625 Miami Lakes Drive  
3<sup>rd</sup> Floor Conference Room  
Miami Lakes, Florida 33014  
**REGULAR BOARD MEETING**  
November 11, 2015  
11:00 a.m.

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
  - 1. October 14, 2015 Regular Meeting.....Page 2
- G. Old Business
  - 1. Staff Report as Required
- H. New Business
  - 1. Consider License Agreement (Security Facilities-Guard House) between the Developer and the District.....Page 7
  - 2. Update on Acquisition of Improvements (Lighting & Landscaping) & Payment Requisition from Construction Fund
  - 3. Discussion Regarding District Funding of Community Card Reader (Security Purposes)
- I. Administrative & Operational Matters
  - 1. Staff Report as Required
- J. Board Member & Staff Closing Comments
- K. Adjourn

# MIAMI DAILY BUSINESS REVIEW

Published Daily except Saturday, Sunday and  
Legal Holidays  
Miami, Miami-Dade County, Florida

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE:

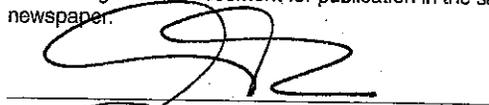
Before the undersigned authority personally appeared MARIA MESA, who on oath says that he or she is the LEGAL CLERK, Legal Notices of the Miami Daily Business Review f/k/a Miami Review, a daily (except Saturday, Sunday and Legal Holidays) newspaper, published at Miami in Miami-Dade County, Florida; that the attached copy of advertisement, being a Legal Advertisement of Notice in the matter of

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT  
FISCAL YEAR 2015/2016 REGULAR MEETING SCHEDULE

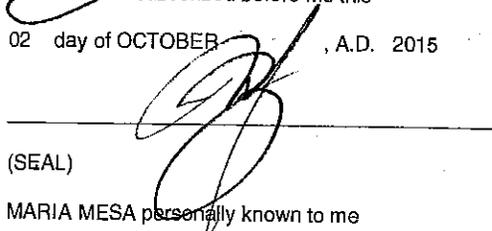
in the XXXX Court,  
was published in said newspaper in the issues of

10/02/2015

Affiant further says that the said Miami Daily Business Review is a newspaper published at Miami in said Miami-Dade County, Florida and that the said newspaper has heretofore been continuously published in said Miami-Dade County, Florida, each day (except Saturday, Sunday and Legal Holidays) and has been entered as second class mail matter at the post office in Miami in said Miami-Dade County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.



Sworn to and subscribed before me this  
02 day of OCTOBER, A.D. 2015



(SEAL)

MARIA MESA personally known to me



## KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2015/2016 REGULAR MEETING SCHEDULE

NOTICE IS HEREBY GIVEN that the Board of Supervisors of the Keys Cove II Community Development District will hold Regular Meetings in the Crexent Business Center 3rd Floor Conference Room located at 6625 Miami Lakes Drive, 3rd Floor, Miami Lakes, Florida 33014 at 11:00 a.m. on the following dates:

October 14, 2015  
November 11, 2015  
December 9, 2015  
January 13, 2016  
February 10, 2016  
March 9, 2016  
April 11, 2016  
May 13, 2016  
June 8, 2016  
July 13, 2016  
September 14, 2016

The purpose of the meetings is to conduct any business coming before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law. Copies of the Agenda for any of the meetings may be obtained by contacting the District Manager at 305-777-0761 and/or toll free at 1-877-737-4922 five (5) days prior to the date of the particular meeting.

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

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

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

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT

10/2

15-127/2483913M

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
OCTOBER 14, 2015

*Note: Markivia Beaubrun (f/k/a Markivia Lovett - maiden name) was appointed on September 9, 2015, (but was not in attendance); to serve the remainder of the unexpired 4-year term of office in Seat #1, and this term of office will expire in November 2016.*

*Prior to the commencement of the October 14, 2015, meeting, Mr. Kalin, Notary Public in the State of Florida, administered the Oath of Office to Markivia Beaubrun (married name). In addition, Mr. Kalin reviewed with Ms. Beaubrun her duties and responsibilities as a Board Member with emphasis on the Sunshine Law, Financial Disclosure for Public Officials (2014 Form 1 must be completed and mailed to the Supervisor of Elections in the County of residency within thirty {30} days of appointment) and the Code of Ethics for Public Officials.*

**A. CALL TO ORDER**

District Manager Neil Kalin called the October 14, 2015, Regular Board Meeting of the Keys Cove II Community Development District to order at 11:10 a.m. in the 3<sup>rd</sup> Floor Conference Room of the Crexent Business Center, 6625 Miami Lakes Drive, Miami Lakes, Florida 33014.

**B. PROOF OF PUBLICATION**

Mr. Kalin presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on October 2, 2015, as part of the District's Fiscal Year 2015/2016 Regular Meeting Schedule, as legally required.

**C. ESTABLISH A QUORUM**

Mr. Kalin determined that the attendance of Chairman Christopher MacConnell and Supervisors Alfredo Pimentel and Markivia Beaubrun constituted a quorum and it was in order to proceed with the meeting

Staff in attendance: District Manager Neil Kalin of Special District Services, Inc.; and General Counsel Gerald Knight of Billing, Cochran, Lyles, Mauro & Ramsey, P.A. (who participated via conference call beginning at 11:22 a.m.).

Also present were Julia Abelkop, Tessa Mencia and Bill Ohlsen (Fifteen Group, LLC) of Miami, Florida; Ernesto Cuesta (KW Management, Inc.) of Miami, Florida; and Armando Silva (Special District Services, Inc.) of Miami Lakes, Florida.

**D. CONSIDER RESIGNATION AND APPOINTMENT TO FILL VACANCY**

Mr. Kalin stated that he had in his possession a resignation letter dated September 21, 2015, from Yamila Trenzado (serving in Seat #2) and informed the Board that it would be in order to consider Ms. Trenzado's resignation. A discussion ensued after which:

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
OCTOBER 14, 2015

A **motion** was made by Mr. Pimentel, seconded by Mr. MacConnell and unanimously passed to accept the resignation of Yamila Trenzado with an effective date of September 21, 2015.

**E. ADMINISTER OATH OF OFFICE AND REVIEW NEW BOARD MEMBER RESPONSIBILITIES AND DUTIES**

Please see actions taken above.

**F. RE-ELECTION OF OFFICERS**

Mr. Kalin stated as a result of the recent changes to the Board of Supervisors that it would be in order to re-elect the officers. The following names were provided for election:

- Chairperson – Christopher MacConnell
- Vice Chairperson – Alfredo Pimentel
- Secretary/Treasurer – Neil Kalin
- Assistant Secretaries - Markivia Beaubrun and Gloria Perez

A discussion ensued after which:

A **motion** was made by Ms. Beaubrun, seconded by Mr. Pimentel and unanimously passed to *elect* the officers, as stated above.

**G. ADDITIONS OR DELETIONS TO THE AGENDA**

There were no additions or deletions to the agenda.

**H. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

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

**I. APPROVAL OF MINUTES**

**1. September 9, 2015, Regular Board Meeting**

Mr. Kalin presented the minutes of the September 9, 2015, Regular Board Meeting and asked if there were any changes. There being no changes, a **motion** was made Mr. Pimentel, seconded by Mr. MacConnell and unanimously passed to approve the minutes of the September 9, 2015, Regular Board Meeting, as presented.

**J. OLD BUSINESS**

**1. Staff Report, as Required**

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
OCTOBER 14, 2015

Mr. Kalin stated that the Lawn & Landscape Maintenance Services Agreement between the Keys Cove II Community Development District and SprayPro, Inc., and the Security Services Agreement between the Keys Cove II Community Development District and U.S. Security Associates, Inc. had been signed/executed for the 2015/2016 fiscal year (October 1, 2015 through September 30, 2016).

**K. NEW BUSINESS**

**1. Consider Resolution No. 2015-05 – Adopting Amended Fiscal Year 2014/2015 Final Budget**

Mr. Kalin presented Resolution No. 2015-05, entitled

**RESOLUTION NO. 2015-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2014/2015 BUDGET (“AMENDED BUDGET”), PURSUANT TO CHAPTER 189, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.**

Mr. Kalin read the title of the resolution into the record and provided an explanation for the document. Mr. Kalin stated that there were sufficient funds to make the November 1, 2015, interest payment (Debt Service on Series 2005 Bonds) to the Trustee in the amount of \$156,475. A discussion ensued after which:

A **motion** was made by Mr. Pimentel, seconded by Mr. MacConnell and unanimously passed to approve and adopt Resolution No. 2015-05, as presented, thereby setting the amended/revised budget for the 2014/2015 fiscal year.

**2. Discussion Regarding Guardhouse Ownership and Payment of Utilities for Structure**

Mr. Kalin stated that the ownership of the Guardhouse (the “Structure”) requires discussion in order to assign the payment of utility costs for the Structure. The Structure lies within the roadway improvements at the entrance to the condominium section lying in Tract “A” of the District. District Counsel suggested that the District and current Developer enter into a “License Agreement” in order for the District to utilize the Structure for providing security services to the District. A discussion ensued after which the consensus of the Developer was to own the Structure through the respective and responsible Homeowners’ Association. Mr. Knight indicated he would prepare a draft “License Agreement” and circulate it to the parties for comments. The License Agreement will be placed on the next meeting agenda for consideration and approval by the Board.

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
OCTOBER 14, 2015

**3. Discussion Regarding Acquisition of Developer Improvements (Lighting & Landscaping) & Authorization for Payment for Improvements from Construction Fund**

Mr. Kalin stated that he had prepared a “bill of sale” for the landscaping and lighting improvements (the “Improvements”) installed by the Developer, which are located within the roadway improvements. Furthermore, Mr. Kalin stated that he had prepared a “no lien affidavit” and an “assignment of warranties” to be executed by the Developer. Julia Abelkop of Fifteen Group, LLC indicated she would work with Mr. Kalin in order to complete the required information for the “bill of sale”. Upon completion of the documentation, all information will be supplied to the District Engineer for review, approval and preparation of the payment requisition for the Improvements.

**L. ADMINISTRATIVE & OPERATIONAL MATTERS**

**1. Starr Report, as Required**

There was no Staff Report at this time.

**2. Update on District’s Lawn & Landscape Services and Security Services**

This topic was previously addressed under Item J. Old Business - Staff Report, as Required.

**3. Discussion Regarding Launch of District’s Website, Effective October 1, 2015**

Mr. Kalin informed the Board that the District’s website had been officially opened on October 1, 2015. In addition the Board Members were reminded of the importance of creating their own individual District e-mail addresses and when created, to provide same to the District Manager.

**4. Discussion Regarding Meeting Schedule for November and December, 2015**

The consensus of the Board was to hold the November 11, 2015, regular meeting, as scheduled.

**M. BOARD MEMBER & STAFF CLOSING COMMENTS**

There were no Board Member or Staff closing comments.

**N. ADJOURNMENT**

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT  
REGULAR BOARD MEETING  
OCTOBER 14, 2015

There being no further business to come before the Board, a **motion** was made by Mr. MacConnell, seconded by Mr. Pimentel and unanimously passed to adjourn the Regular Board Meeting at 12 o'clock p.m. (noon).

---

Secretary/Assistant Secretary

---

Chairperson/Vice Chairperson

**This instrument prepared by  
and after recording return to:**  
Michael J. Pawelczyk, Esq.  
Billing, Cochran, Lyles, Mauro & Ramsey, PA  
SunTrust Center, Sixth Floor  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301

Folio Nos. \_\_\_\_\_

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**LICENSE AGREEMENT  
(Security Facilities)**

**THIS LICENSE AGREEMENT** (the "License" or "Agreement"), is entered into effective this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between:

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

and

\_\_\_\_\_, a Florida  
whose \_\_\_\_\_ address \_\_\_\_\_ is:  
\_\_\_\_\_(the "Association").

**WITNESSETH:**

**WHEREAS**, the District is a local unit of special-purpose government organized and existing in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended;

**WHEREAS**, the District exercises security powers pursuant to Chapter 190, Florida Statutes, and has contracted with and funds a security provider or security providers (collectively, the "Contractor") to furnish certain services consistent with the exercise of such security powers; and

**WHEREAS**, the Association owns, operates, and maintains certain security and security-related improvements, facilities and equipment, including, but not limited to, a guardhouse, gate arms, lighting, wiring, cabling, and electrical facilities, and other

appurtenant security or security-related improvements benefiting the residents and property owners within the boundaries of the District (collectively, and including existing improvements and those improvements to be constructed or installed by the Association, and all referred to as the “Security Improvements”); and

**WHEREAS**, the Security Improvements are located in the areas more particularly described and shown in Exhibit A attached hereto and incorporated herein (the “License Area”); and

**WHEREAS**, the District desires to be the recipient of and the Association desires to grant a license to District over the License Area for the use of the Security Improvements; and

**WHEREAS**, the parties have agreed to enter into a License Agreement (herein, the “License” or the “Agreement”) with regard to the use of the License Area and Security Improvements as set out herein.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and for Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration, receipt of which is hereby acknowledged, and subject to the terms and conditions hereof, the District and the Association agree as follows:

1. **Recitals**. The above recitals are true and correct and are incorporated into this Agreement.
2. **Description of License**. Association hereby grants to District the exclusive right, license and privilege in, on, over, under, and within the License Area for purposes of using and operating the Security Improvements, as determined necessary by the Board of Supervisors of the District.
3. **Term**. The initial term of this License shall be for five (5) years, which term shall automatically be renewed for renewal terms of five (5) years each, unless and until this Agreement is terminated pursuant to Section 9 herein.
4. **Compensation**. No payment to the Association shall be made by the District or the general public for the rights or privileges granted in this License Agreement, other than the consideration provided for in Section 7.A and in Section 23 below.
5. **Use of Premises**. District shall use and occupy the License Area only for the purposes designated in Section 2 of this Agreement, and the License Area shall not be used for any other purpose by District without the advance written amendment of this Agreement approved by the District and the Association's Board of Directors. District shall not knowingly or willingly permit the License Area to be used or occupied in any manner which violates any laws, rules, policies or regulations, Declaration of Restrictions and Covenants and Bylaws of the Association or of any governmental entity, including

those of the District. The parties agree to act in good faith and to provide each other with reasonable notice in advance of any work proposed by either party within the License Area.

6. **Damage to Premises.** The District shall not, by its use or occupancy, cause damage to the License Area. Any damage caused by the District or its agents shall be repaired at the cost and expense of the District, notwithstanding any third party claims the District may have against its agents or contractors.

7. **Utility Payment, Maintenance and Repair of License Area.**

A. The District will be responsible for only the payment of utilities including, but not limited to, water/sewer utility, power, phone and cable associated with the License Area.

B. The parties agree to maintain and repair the License Area in a manner that will not pose a hazard to persons and/or vehicles utilizing the License Area or on adjacent property or right-of-way. With the exception of the guard house, District shall be responsible for the maintenance and repair of the Security Improvements, while Association shall be responsible for the maintenance and repair of the guard house and the improvements therein, other than those Security Improvements under the responsibility of the District, unless such damage is caused by the District, its employees, representatives, or agents in which case the District shall repair all such damage.

C. Any construction, repair or installation of Security Improvements within the License Area by District shall be preceded by District first obtaining any necessary permits from governmental units, including but not limited to the City of Homestead, Miami-Dade County, and any other governmental entity having jurisdiction thereof. Any fees, costs, and expenses associated with such construction, repairs, installation, and permitting shall be the responsibility of the District.

D. By granting this License to District, Association hereby consents to the District's execution of any permit applications for work to be performed within the License Area pursuant to this License, the cost of such permits and work being at the District's expense. Should the governmental entity require that the underlying property owner sign-off or execute such permit application(s), Association agrees to execute and return such permit application(s) within fifteen (15) business days of the District's request therefore, provided that the work to be performed under such permit application(s) does not adversely impact the Association, financially or otherwise.

E. Nothing herein shall have the effect of overriding or pre-empting any rules, regulations, Declaration or Restrictions and Covenants and/or Bylaws of the District or the Association, as applicable, provided that the provisions of the aforementioned are not inconsistent with the issuance, payment, or use of either the Bonds and proceeds therefrom or any non-ad valorem special assessments collected by the District for purposes of operation and maintenance.

8. **Emergency Intervention by Association.** In the event of a bona fide emergency requiring immediate attention or action by the Association in the interests of public safety and regardless of any language in this Agreement to the contrary or any language in any contract or arrangement that the District may have with third parties concerning the Security Improvements, the Association reserves the right to implement or initiate, without advance notice, the maintenance, repair, or temporary modification of the Security Improvements limited to what is immediately necessary to alleviate the emergency condition. However, Association understands and agrees that the exercise of such rights are limited to bona fide emergencies in the immediate interests of public safety. When the Association exercises its limited rights under this provision of the Agreement, Association agrees to immediately thereafter provide notice to the District Manager of the District, which notice shall be by telephone call, followed by an email notification. The District is required to provide the Association the contact information whenever there is a change in District Managers. At the time of execution of this License Agreement the District Manager is: Special District Services, Inc., Attention: Neil Kalin, District Manager, with the following contact information:

Telephone number: (305) 777-0761

E-Mail Address: nkalin@sdsinc.org

Until the foregoing information is updated, in writing, by the District, the Association shall be in compliance if it uses the information provided above, even if such becomes out of date or is disconnected.

For purposes of this section and this Agreement, a bona fide emergency is defined as an emergency condition that requires immediate attention to alleviate a potentially dangerous condition to the safety and well being of persons or property and where there is insufficient time, as determined by person or persons acting on behalf of the Board of Directors to contact the District Manager by telephone prior to the exercise of any rights under this provision by the Association.

9. **Remedies, Default, and Specific Performance.** Association may elect one or more of the following remedies, and any other remedy that may be available in law or equity, if the District should default in carrying out the terms and conditions of this Agreement, namely:

(A) **Breach by District.** Any failure of the District to comply with any of its obligations under this Agreement shall be deemed a breach of this Agreement. In the event of a breach of this Agreement, the Association shall provide written notice, sent via Certified Mail, Return Receipt Requested, of the breach to the District Manager and provide a minimum of thirty (30) calendar days to cure such breach. If the breach is not cured within the thirty days from the date of receipt of the notice, the breach shall be considered a material breach, going to the essence of the Agreement, and the Association may elect to either initiate its own maintenance program with respect to the affected Security

Improvements or pay any past due utility bills and charge the District for the reasonable cost of same until such responsibilities are shifted to the Association, which costs shall be paid within fifteen (15) business days of receipt or the Association may elect to terminate the Agreement without penalty or further liability under this Agreement or otherwise, provided that the Termination Conditions, as defined in section 13 have been fully satisfied by Association.

(B) **Discontinuation.** At such time as the Association should commence a maintenance program or make a utility payment pursuant to subsection (A) above or terminate the Agreement, and upon receipt of the written notice from the Association, the District shall discontinue its utilities payment, and repair obligation of the Security Improvements and may take actions as necessary to discontinue or assign to Association the provision of security services, as permitted by applicable law.

10. **Liability and Indemnification.**

(A) The parties to this Agreement shall not be deemed to assume any liability for the negligent or intentional acts or omissions of the other party, and each party agrees to be responsible for its own acts, omissions, negligence, and misconduct, and the acts, omissions, negligence, and misconduct of its employees, officers, and agents. Nothing contained herein shall be construed as a waiver, by the District, of the liability limits, protections, and immunities established in Section 768.28, Florida Statutes.

(B) To the extent permitted by Florida law, the District does hereby indemnify and hold the Association harmless of and from any and all loss or liability that the Association may sustain or incur to the extent attributable to the District's use of the License Area, including any that may result or arise from the District's misfeasance, malfeasance, nonfeasance, negligent or intentional acts or omissions, or failure to fulfill its obligations under this Agreement, with said indemnification and hold harmless to include but not be limited to: direct costs and damages, indirect or consequential costs and damages, and any and all injuries or damages sustained by persons or damage or property, including reasonable attorneys' fees and costs (including appellate, arbitration, or mediation) that may be incurred by the Association and that relate thereto. The provisions of this paragraph will survive the expiration or earlier termination or cancellation of this agreement.

(C) To the extent permitted by Florida law, the Association does hereby indemnify and hold the District harmless of and from any and all loss or liability that the District may sustain or incur to the extent attributable to the Association, including any that may result or arise from the Association's misfeasance, malfeasance, nonfeasance, negligent or intentional acts or omissions, or failure to fulfill its obligations under this Agreement, with said indemnification and hold harmless to include but not be limited to: direct costs and damages,

indirect or consequential costs and damages, and any and all injuries or damages sustained by persons or damage or property, including reasonable attorney's fees and costs (including appellate, arbitration, or mediation) that may be incurred by the District and that relate thereto. The provisions of this paragraph will survive the expiration or earlier termination or cancellation of this agreement.

11. **Insurance.**

(a) The District shall be required to maintain, at their own cost and expense, during the term of this Agreement and any renewal thereof, and without interruption or lapse thereafter, comprehensive general liability insurance to the extent required by Florida law and in amounts of coverage mutually agreed upon, but not less than the following:

(i) Workers Compensation - Statutory.

(ii) Comprehensive General Liability - \$1,000,000 Combined Single Limit, per occurrence.

(b) The Association shall maintain a Comprehensive General Liability Policy \$1,000,000 Combined Single Limit, per occurrence.

Certificates of insurance shall be exchanged by the parties prior to the effective date of this Agreement, at anytime there is a change or modification of coverage or policy amounts, or upon request of either party. Insurance coverages shall be maintained throughout the term (and any extended term) of this Agreement, the cost and expense of which shall be the responsibility of the respective special districts. All insurance policies shall name the other party as an additional named insured and any changes, modifications, or terminations to such policies shall not be effective without the additional named insured first being provided with at least thirty (30) days written notice of such change, modification, or termination.

12. **Amendment.** No modification, amendment or alteration of the terms or conditions contained in this Agreement shall be effective unless contained in a written document executed by the parties to this Agreement, with the same formality and of equal dignity.

13. **Termination.** This License may be terminated by either party for convenience upon sixty (60) days notice to the non-terminating party, sent via Certified Mail, Return Receipt Requested, unless a lesser termination period is agreed to by the parties. The parties understand and agree that termination of this Agreement may require certain changes with respect to the provision of security services within the Keys Cove II development and the contractual relationships each party has with the existing security provider.

14. **Waiver.** Failure of the Association or District to insist upon strict performance of any covenant or condition of this Agreement or to exercise any right

contained in this Agreement shall not be construed as a waiver or relinquishment for the future of any such covenant, condition or right, but the same shall remain in full force and effect. None of the conditions, covenants or provisions of this Agreement shall be waived or modified except in writing by the parties to this Agreement.

15. **Notice.** Any notice or demand, which under the terms of this Agreement or by any statute or ordinance is to be given or made by either party, shall be in writing and shall be given by certified or registered mail, return receipt requested, sent to the other party at the address set forth below, or to such other address as such party may from time to time designate by notice.

**AS TO THE DISTRICT:** Keys Cove II Community Development District  
c/o Special District Services, Inc.  
2501A Burns Road  
Palm Beach Gardens, Florida 33410  
Attention: District Manager

**With a copy to:** Billing, Cochran, Lyles, Mauro & Ramsey, P.A.  
SunTrust Center, Sixth Floor  
515 East Las Olas Boulevard  
Fort Lauderdale, Florida 33301  
Attention: Dennis E. Lyles, Esq.

**AS TO THE ASSOCIATION:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: President

**With a copy to:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

16. **Entire Agreement.** The parties agree that this instrument embodies the complete understanding of the parties with respect to the subject matter of this Agreement and supersedes all other agreements, verbal or otherwise. This Agreement contains the entire understanding between District and Association and each agrees that no representation was made by or on behalf of the other that is not contained in this Agreement, and that in entering into this Agreement neither party relied upon any representation not herein contained.

17. **Laws and Ordinances.** This Agreement shall be construed in accordance with Florida law. District shall observe all laws and ordinances of the City of Homestead, Miami-Dade County, and state and federal agencies directly relating to the License Area.

18. **Recordation of Agreement.** This Agreement may be recorded in the Public Records of Miami-Dade County, Florida. Should this Agreement be recorded, upon termination of this Agreement, a document of equal dignity to this document shall be executed and recorded by District at District's expense.

19. **Severability.** The parties agree that if any part, term or provision of this Agreement is held to be illegal or in conflict with any law of the State of Florida or with any federal law or regulation, such provision shall be severable, with all other provisions remaining valid and enforceable.

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

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

22. **Successors and Assignment.** The rights and obligations created by this Agreement shall be binding upon and inure to the benefit of Association and District, their heirs, executors, receivers, trustees, successors and assigns. This Agreement may not be assigned without the written consent of all parties, and such written consent shall not be unreasonably withheld.

23. **Taxes, Assessments; Operating Costs and Utility Charges.** Association shall pay or cause to be paid all real estate taxes, assessments and other similar payments, usual or unusual, extraordinary as well as ordinary, which shall during the term of this Agreement or any renewal thereof, be imposed upon, become due and payable, or become a lien upon the License Area or any part thereof, including taxes or assessments which accrue after the Effective Date hereof, by virtue of any present or any future law of the United States of America or of the State of Florida or of any county or municipal authority. In consideration for the use of the Security Improvements and the License Area, the District shall pay or cause to be paid the utility charges, including water, sewer, and electric, as well as telephone, cable, and internet costs attributable to the License Area and Security Improvements.

24. **License, not Lease.** It is acknowledged and stipulated by and between the parties hereto that this Agreement shall NOT be deemed a lease of the License Area by Licensee but rather a license granted to District by Association to use and occupy the License Area under the terms and conditions stated herein.

25. **Arm's Length Transaction.** This Agreement has been negotiated fully between the parties in an arm's length transaction. The parties participated fully in the

preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are deemed to have drafted, chosen and selected the language and any ambiguity in this Agreement will not be interpreted or construed against any party.

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

27. **Venue.** Venue for purposes of any litigation arising out of this Agreement shall be Miami-Dade County, Florida, to the exclusion of all other venues.

28. **Captions.** The captions for each section of this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope of intent of this Agreement, or the intent of any provision hereof.

29. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be and be taken to be an original, and all collectively deemed one instrument.

30. **Effective Date.** This Agreement shall be effective retroactively to October 1, 2015.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

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

Witnesses:

**KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Print name: \_\_\_\_\_

By: \_\_\_\_\_  
Chairperson/Vice-Chairperson

\_\_\_\_\_  
Print name: \_\_\_\_\_

Attest:  
\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_ day of \_\_\_\_\_, 2015

STATE OF FLORIDA }  
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as Chairperson/Vice-Chairperson of the Board of Supervisors for **KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced \_\_\_\_\_ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

\_\_\_\_\_  
Notary Public

My commission expires:

STATE OF FLORIDA }  
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, as Secretary/Assistant Secretary of **KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT**, who is personally known and/or produced \_\_\_\_\_ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

\_\_\_\_\_  
Notary Public

My commission expires:

WITNESSES:

\_\_\_\_\_, a  
Florida \_\_\_\_\_-

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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

Address:

(CORPORATE SEAL)

\_\_\_\_\_ day of \_\_\_\_\_, 2015

STATE OF FLORIDA }  
COUNTY OF MIAMI-DADE }

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_ as \_\_\_\_\_ of the \_\_\_\_\_, who is personally known and/or produced \_\_\_\_\_ as identification who being duly sworn, deposes and says that the aforementioned is true and correct to the best of his or her knowledge.

\_\_\_\_\_  
Notary Public

My commission expires:

**EXHIBIT A**  
**LICENSE AREA**

DRAFT