



**KEYS COVE II  
COMMUNITY DEVELOPMENT  
DISTRICT**

**MIAMI-DADE COUNTY  
REGULAR BOARD MEETING  
SEPTEMBER 11, 2019  
11:00 A.M.**

Special District Services, Inc.  
6625 Miami Lakes Drive, Suite 374  
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**  
September 11, 2019  
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. July 10, 2019 Special Board Meeting.....Page 2
- G. Old Business
  - 1. Status of Entrance Guardhouse and Developer Remedial Repairs
  - 2. Staff Report as Required
- H. New Business
  - 1. Consider License Agreement Between Keys Gate Community Association, Inc. (Association) and the Keys Cove II Community Development District.....Page 5
- I. Administrative & Operational Matters
  - 1. Audit Committee Meeting
    - (i) Ranking and Selection of Audit Firm.....Page 14
    - (ii) Authorize Engagement of Audit Firm
  - 2. 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 CHRISTINA RAVIX, 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 2018/2019 REGULAR MEETING SCHEDULE

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

09/28/2018

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.

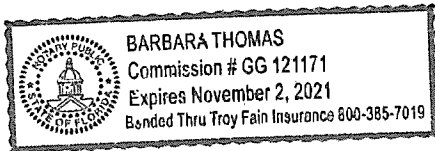
*C. Ravix*

Sworn to and subscribed before me this  
28 day of SEPTEMBER, A.D. 2018

*Barbara Thomas*

(SEAL)

CHRISTINA RAVIX personally known to me



## KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT FISCAL YEAR 2018/2019 REGULAR MEETING SCHEDULE

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

October 10, 2018  
November 14, 2018  
December 12, 2018  
February 13, 2019  
March 13, 2019  
April 10, 2019  
May 8, 2019  
June 12, 2019  
August 14, 2019  
September 11, 2019

The purpose of the meetings is for the Board to consider any District business which may lawfully and properly come before the Board. Meetings are open to the public and will be conducted in accordance with the provisions of Florida law for Community Development Districts. Copies of the Agenda for any of the meetings may be obtained from the District's website or by contacting the District Manager at 305-777-0761 and/or toll free at 1-877-737-4822, prior to the date of the particular meeting.

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

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

In accordance with the provisions of the Americans with Disabilities Act, any person requiring special accommodations or an interpreter to participate at any of these meetings should contact the District Manager at 305-777-0761 and/or toll free at 1-877-737-4822 at least seven (7) days prior to the date of the particular meeting.

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

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT

[www.keyscove2dcd.org](http://www.keyscove2dcd.org)

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18-91/0000349857M

**KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL BOARD MEETING  
JULY 10, 2019**

**A. CALL TO ORDER**

District Manager Neil Kalin called the July 10, 2019, Special Board Meeting of the Keys Cove II Community Development District to order at 10:16 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 Special Board Meeting had been published in the *Miami Daily Business Review* on July 2, 2019, as legally required.

**C. ESTABLISH A QUORUM**

Mr. Kalin determined that the attendance of Chairman Christopher MacConnell, Vice Chairman Guillermo Riusech and Supervisors Clarissa Delgado and Isabel Sanchez constituted a quorum and it was in order to proceed with the meeting

Staff in attendance: District Managers Neil Kalin, Armando Silva & Nancy Nguyen of Special District Services, Inc.; and General Counsel Ginger Wald of Billing, Cochran, Lyles, Mauro & Ramsey, P.A.

**D. CONSIDER RESIGNATION AND DISCUSSION REGARDING VACANCY IN SEAT #5**

Mr. Kalin advised that he was in possession of a resignation letter from Ryan Cahill with an effective date of June 24, 2019, and it would be in order to formally consider his resignation. A discussion ensued after which;

A **motion** was made by Mr. MacConnell, seconded by Mr. Riusech and passed unanimously to accept the resignation of Ryan Cahill with an effective date of June 24, 2019.

Mr. Kalin stated that there was now a vacancy in Seat #5.

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

There were no additions or deletions to the agenda.

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

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

**G. APPROVAL OF MINUTES**

**1. June 12, 2019, Public Hearing & Regular Board Meeting**

Mr. Kalin presented the minutes of the June 12, 2019, Public Hearing & Regular Board Meeting and asked if there were any changes. There being no changes, a **motion** was made by Mr. MacConnell,

seconded by Ms. Sanchez and unanimously passed to approve the minutes of the June 12, 2019, Public Hearing & Regular Board Meeting, *as presented*.

## **H. OLD BUSINESS**

### **1. Update Regarding Entrance Project**

Mr. Kalin advised that District Staff had been contacted by the City of Homestead permitting department about providing additional information related to the arm gates. Another update on the Entrance Project will be provided at an upcoming meeting.

### **2. Staff Report, as Required**

There was no Staff Report at this time.

## **I. NEW BUSINESS**

### **1. Consider Ratifying Board Action Regarding Recorded Covenant in Lieu of Unity of Title**

Ms. Wald provided an explanation for the recorded Covenant in Lieu of Unity of Title, a requirement by the City of Homestead, which provides assurances that the development will be built in accordance with approved plans consistent with the City's Code. A discussion ensued after which;

A **motion** was made by Mr. Riusech, seconded by Ms. Sanchez and passed unanimously to *ratify* the previous actions of the Chairman on June 18, 2018, regarding the District's execution of the Covenant Running with the Land in Lieu of Unity of Title document.

### **2. Consider Easement and Operating Agreement between Fifteen Homestead COA Townhome Owner LLC and the Keys Cove II Community Development District**

Ms. Wald provided an explanation (also required by the City of Homestead in order to satisfy the requirements of the Covenant in Lieu of Unity of Title recorded in the Official Records Book 31219, Page 3437, of the Public Records of Miami-Dade County) for the Easement and Operating Agreement between Fifteen Homestead COA Townhome Owner LLC and the Keys Cove II Community Development District. A discussion ensued after which;

A **motion** was made by Mr. Riusech, seconded by Ms. Sanchez and passed unanimously approving, in substantially final form, the Easement and Operating Agreement Between Fifteen Homestead COA Townhome Owner LLC and the Keys Cove II Community Development District (the "Agreement"), including sketches for the parcel legal descriptions (Exhibits); and authorizes District officials to execute the Agreement upon final approval by District Counsel.

### **3. Discussion Regarding Approved License Agreement and Easement and Maintenance Agreement Joinder**

This matter was placed on the Meeting Agenda for clarification purposes only. Ms. Wald explained that the previously approved License Agreement between the Keys Gate Community Association, Inc. and the District (approved June 12, 2019) did not require the District to be a party to the Easement and Maintenance Agreement; therefore, the District was *not required* to execute/sign the 'Joinder' that was part of the Easement and Maintenance Agreement.

#### **4. Discussion Regarding Guardhouse Ownership Located on District Land**

At the Board meeting on June 12, 2019, the District Manager committed to speaking to the District's Engineer regarding ownership of the guardhouse improvements. The District's Engineer reviewed District records and deeds and opined that as a result of the Quit Claim Deed between Shoma Homes at Keys Cove-Phase II, Inc. (Grantor) and the Keys Cove II Community Development District (Grantee), recorded at ORB 31112, Page 2710 of the Public Records of Miami-Dade County, the Grantor quit-claimed all interest to all appurtenances within the property, which included the guardhouse. Therefore, ownership of the guardhouse building, which was existing at the time of the execution of the referenced Quit Claim Deed, was transferred to the Grantee.

Mr. Kalin and Staff will work with the Developer to ensure that the guardhouse is adequately maintained prior to the District taking over the improvement. District Staff is currently in the process of transferring all guardhouse utilities to the District.

#### **5. Discussion Regarding Townhome Section Streets/Roadways – Quit Claim Deed Proposal – Portion of Tract B**

This item was deferred.

#### **J. ADMINISTRATIVE & OPERATIONAL MATTERS** **1. Staff Report, as Required**

There was no Staff Report at this time

#### **K. BOARD MEMBER & STAFF CLOSING COMMENTS**

Unless an emergency were to arise, the District/Board would not need to meet again until September or October.

#### **L. ADJOURNMENT**

There be no further business to conduct, a **motion** was made by Mr. MacConnell, seconded by Mr. Riusech and passed unanimously to adjourn the Special Board Meeting at 10:53 a.m.

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Secretary/Assistant Secretary

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Chairperson/Vice Chairperson

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

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**LICENSE AGREEMENT**

**THIS LICENSE AGREEMENT** (this "License" or "Agreement"), is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019 ("Effective Date"), 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

**KEYS GATE COMMUNITY ASSOCIATION, INC.**, a Florida not-for-profit corporation, whose address is 888 Kingman Road, Homestead, Florida 33035 (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 Association has entered or will be entering into an Easement and Maintenance Agreement with Palm Breeze Executive Townhomes Homeowners' Association, Inc. and Palm Cove Executive Homes Homeowners' Association, Inc. for the Association to operate a residents' vehicular gate system ("Palm Gate") at the location of SE 24<sup>th</sup> Road and Town Centre Boulevard ("Palm Gate Area"); and

**WHEREAS**, the District owns the certain improvements over the Palm Gate Area, including, but not limited to asphalt and sidewalks, attached hereto and made a part hereof as Exhibit A ("License Area"); and

**WHEREAS**, the public has access into the District from South Canal Drive through a soft gate system, operated by the District pursuant to a License Agreement with the Association; and

**WHEREAS**, the Association desires to be the recipient of and the District desires to grant a license to Association over the License Area for the use of the Palm Gate; 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 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**. District hereby grants to Association the nonexclusive right, license and privilege in, on, over, under, and within the License Area for purposes of using and operating the Palm Gate.

3. **Term**. The term of this License shall be perpetual commencing on the Effective Date, unless and until this Agreement is terminated otherwise as provided herein.

4. **Compensation**. No payment or other compensation whatsoever to the District shall be made or paid by the Association for the rights or privileges granted in this License Agreement.

5. **Use of Premises**. Association shall use and occupy the License Area only for the purposes designated in this Agreement, and the License Area shall not be used for any other purpose by the Association without the advance written amendment of this Agreement approved by the District and the Association. 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 Association shall not, by its use or occupancy, cause damage to the License Area. Any damage caused by the Association or its agents shall be repaired at the cost and expense of the Association.

7. **Maintenance and Repair of License Area**. The Association shall 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.

8. **Emergency Intervention by District**. In the event of a bona fide emergency requiring immediate attention or action by the District 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 Association may have with third parties, the District reserves the right to implement or initiate, without advance notice, the maintenance and repair of the License Area. However, the District understands and agrees that the exercises of such rights are limited to



bona fide emergencies in the immediate interests of public safety, to provide Association written notice of the District's exercising of such rights and the reason therefor as soon as possible, and to take precautions to minimize interference with the proper functioning of the Palm Gate.

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 District.

9. **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) The parties do hereby indemnify and hold each other harmless of and from any and all loss or liability that they may sustain or incur to the extent attributable to each other's gross negligence or willful misconduct, 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 them and that relate thereto. The provisions of this paragraph will survive the expiration or earlier termination or cancellation of this Agreement.

10. **Insurance.**

(a) The Association shall be required to maintain, at its 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.

11. **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.

12. **Termination.** This License may be terminated by the Association for convenience upon sixty (60) days' written notice to the District, sent pursuant to the Notice Section hereof, unless a lesser termination period is agreed to in writing by the parties. In the event that District believes that the Association materially has breached any obligations under this Agreement, or if District believes that Association has exceeded the scope of this License, District shall notify the Association in writing pursuant to the Notice Section hereof. The Association shall have thirty (30) days from the receipt of such notice to cure the alleged breach and to notify the District in writing that cure has been effectuated. If the breach is not cured within thirty (30) days, the District shall have the right to terminate this Agreement immediately upon written notice to Association pursuant to the Notice Section hereof which notice specifies the termination of the License, effective date of termination, and grounds therefor.

13. **Waiver.** Failure of the Associations 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.

14. **Notice.** Any notice or demand, which under the terms of this Agreement 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 or overnight delivery by a recognized national carrier service, 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 given in accordance with this Section.

**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 ASSOCIATIONS:**     **KEYS GATE COMMUNITY ASSOCIATION, INC.,**  
888 Kingman Road  
Homestead, Florida 33035  
Attention: President

**With a copy to:**             ALG  
1200 Brickell Avenue, PH2000  
Miami, Florida 33131  
Attention: Partner

15.     **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.

16.     **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.

17.     **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 Association at Association's expense.

18.     **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.

19.     **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.

20.     **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.

21.     **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 the parties, and such written consent shall not be unreasonably withheld.

22. **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.

23. **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.

24. **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.

25. **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.

26. **Counterparts.** This Agreement may be executed in two or more counterparts, a complete set of which shall be and be taken to be an original instrument.

**[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 \_\_\_\_\_, 2019

STATE OF FLORIDA            }  
COUNTY OF MIAMI-DADE    }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, 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 \_\_\_\_\_, 2019, 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:

**KEYS GATE COMMUNITY  
ASSOCIATION, INC., a Florida  
not-for-profit corporation**

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

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

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

(CORPORATE SEAL)

\_\_\_\_\_ day of \_\_\_\_\_, 2019

STATE OF FLORIDA            }  
COUNTY OF MIAMI-DADE    }

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by \_\_\_\_\_ as \_\_\_\_\_ of KEYS GATE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit- corporation, 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**