



**KEYS COVE II
COMMUNITY DEVELOPMENT
DISTRICT**

**MIAMI-DADE COUNTY
REGULAR BOARD MEETING
SEPTEMBER 7, 2022
12:00 P.M.**

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

www.keyscove2cdd.org
786.303.3661 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

AGENDA
KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT
Palm Breeze Clubhouse
1427 SE 24th Place
Homestead, Florida 33035
REGULAR BOARD MEETING
September 7, 2022
12:00 p.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. August 10, 2022 Regular Board Meeting.....Page 2
- G. Old Business
 - 1. Discussion Regarding Maverick Security – Parking Enforcement & SOS Database Update
 - 2. Discussion Regarding South Gate Entrance
 - 3. Discussion Regarding Playground.....Page 4
- H. New Business
 - 1. Discussion Regarding Gate Facilities Rules.....Page 5
 - 2. Discussion Regarding Access and Drainage Agreement – D.R. Horton.....Page 13
- I. Administrative & Operational Matters
- J. Board Member & Staff Closing Comments
- K. Adjourn

MIAMI-DADE

STATE OF FLORIDA
COUNTY OF MIAMI-DADE:

Before the undersigned authority personally appeared GUILLERMO GARCIA, who on oath says that he or she is the DIRECTOR OF OPERATIONS, 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 - AMENDED FISCAL YEAR 2021/2022 REGULAR MEETING SCHEDULE

in the XXXX Court, was published in said newspaper by print in the issues of and/or by publication on the newspaper's website, if authorized, on

05/31/2022

Affiant further says that the newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

Guillermo Garcia

Sworn to and subscribed before me this 31 day of MAY, A.D. 2022

C. Rami

(SEAL)
GUILLERMO GARCIA personally known to me



**KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT
AMENDED FISCAL YEAR 2021/2022
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 Palm Breeze Clubhouse located at 1427 SE 24th Place, Homestead, Florida 33035 at 12:00 p.m. on the following dates:

June 8, 2022
August 10, 2022
September 7, 2022

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 786-313-3661 and/or toll free at 1-877-737-4922, prior to the date of the particular meeting.

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

If any person decides to appeal any decision made with respect to any matter considered at these meetings, such person will need a record of the proceedings and such person may need to 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 786-313-3661 and/or toll free at 1-877-737-4922 at least seven (7) days prior to the date of the particular meeting.

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

KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT

www.keyscove2cdd.org

5/31

22-45/0000600035M

**KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT
REGULAR BOARD MEETING
AUGUST 10, 2022**

A. CALL TO ORDER

District Manager Armando Silva called the August 10 2022, Regular Board Meeting of the Keys Cove II Community Development District (the “District”) to order at 12:11 p.m. in the Palm Breeze Clubhouse located at 1427 SE 24th Place, Homestead, Florida 33035.

B. PROOF OF PUBLICATION

Mr. Silva presented proof of publication that notice of the Regular Board Meeting had been published in the *Miami Daily Business Review* on May 31, 2022, *as legally required*.

C. ESTABLISH A QUORUM

Mr. Silva determined that the attendance of Chairperson Melony Fogelstrom and Vice Chairperson Janine Ferreiro, and Supervisor Cynthia Portillo constituted a quorum.

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

Others in attendance: Kevin McIntyre of Maverick Security Services; and Jose Fabregas of Property Keepers Management

D. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

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

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

F. APPROVAL OF MINUTES

1. June 8, 2022, Regular Board Meeting

Mr. Silva presented the minutes of the June 8, 2022, Regular Board Meeting and asked if there were any changes. A **motion** was made by Ms. Fogelstrom, seconded by Ms. Ferreiro and unanimously passed to approve the minutes of the June 8, 2022, Regular Board Meeting, *as amended*, deleting the comments on agenda item I.

G. OLD BUSINESS

1. Discussion Regarding Maverick Security – Parking Enforcement and SOS Database Update

Mr. McIntyre greeted the board and provided them with an update regarding the following items:

- **SOS Database Update:** Mr. McIntyre stated that he has been working with Mr. Jose Fabregas on updating the SOS Resident Database. They are contacting the residents of each individual building and are not moving to the next building until they have updated the contact information for every household in that building. Residents who do not comply will be fined by the Association.
- **Parking Enforcement:** Mr. McIntyre stated that the parking enforcement officers have been ticketing illegally parked vehicles and the towing company has been more responsive as of late. A discussion ensued after which the Board directed Maverick Security to start enforcing the parking rules after midnight due to the lack of parking. The Board also suggested that the District look into purchasing “Visitor Decals” to assist in distinguishing the visitors from the residents.

2. Discussion Regarding Root Pruning Project

Mr. Silva informed the Board that Trimscape has completed the pruning of the roots on the trees that have raised sidewalks/pavers/streets. The only part that is now missing is the patching of the asphalt in certain sections of the community where it has started to erode away. More information will be provided at an upcoming meeting.

3. Discussion Regarding South Gate Entrance

Mr. Silva provided the following update from Ignacio Mendez of the Keys Gate Community Association:

“Hi Armando, Allen and Jose,

I am waiting on the permits for the pedestrian sidewalk that needs to be in place. Permits are with the City, some modifications to the permits as requested by the City were recently done, so back to waiting for the permit so we can schedule the sidewalk work. Once I know the timeline for the sidewalk, then, I will be able to estimate the south gates opening.

Sorry for the wait, but it is coming...getting closer.

Regards,

Ignacio Mendez, CAM
 Senior Property Manager
 On behalf of Keys Gate Community Association
 Office: 305-247-9800
www.keysgatehometown.com “

4. Discussion Regarding Playground

Mr. Silva provided the Board with several playground designs provided by Playground USA and informed the Board that the proposed location would be in the common area located east of the Palm Breeze Clubhouse located at 1427 SE 24th Place. A discussion ensued after which the board selected playground model 072 and asked Mr. Silva to inquire regarding permitting, flooring, fencing and drainage costs. Mr. Silva acknowledged the request and stated that he would most likely have this information available for the October meeting.

H. NEW BUSINESS

There was no New Business to report.

I. ADMINISTRATIVE & OPERATIONAL MATTERS

There were no Administrative and Operational matters.

J. BOARD MEMBER & STAFF CLOSING COMMENTS

There were no Board Member or Staff closing comments.

K. ADJOURNMENT

There being no further business to conduct, a **motion** was made by Ms. Ferreiro, seconded by Ms. Portillo and passed unanimously to adjourn the Regular Board Meeting at 1:00 p.m.

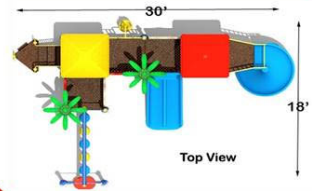
Secretary/Assistant Secretary

Chairperson/Vice Chairperson

PLAYGROUND



Back view



serie 515987

Panels

| | |
|--|----------|
| | RAL 3020 |
| | RAL 1003 |
| | RAL 2004 |
| | RAL 5015 |
| | RAL 6016 |
| | RAL 6017 |
| | RAL 1015 |
| | RAL 6018 |
| | RAL 8029 |
| | RAL 3003 |
| | RAL 3015 |
| | RAL 5021 |
| | RAL 7039 |
| | RAL 4008 |
| | RAL 8000 |
| | RAL 6033 |
| | RAL 6029 |
| | RAL 7038 |

Post

| | |
|--|----------|
| | RAL 7044 |
| | RAL 6005 |
| | RAL 8029 |
| | RAL 5002 |
| | RAL 9005 |
| | RAL 9007 |
| | RAL 3020 |
| | RAL 1003 |
| | RAL 2004 |
| | RAL 4008 |
| | RAL 6029 |
| | RAL 7013 |
| | RAL 1036 |

Model 072 Age: 3 to 12 Y/o Cap: 25 children Size: 30'x18'x12'h Fall 60"

RESOLUTION NO. 2015-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT, ADOPTING A DISTRICT RULE PERTAINING TO "GATE FACILITIES," AUTHORIZING DISTRICT MANAGEMENT TO DEACTIVATE GATE ACCESS CARDS, TRANSPONDERS, AND READERS UNTIL SUCH TIME PAST DUE AMOUNTS FOR GATE DAMAGE HAVE BEEN PAID TO THE DISTRICT; PROVIDING FOR GATE DAMAGE FEES AND COSTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Walnut Creek Community Development District (the "District") was established pursuant to Chapter 190, Florida Statutes, and City of Pembroke Pines Ordinance No. 1339; and

WHEREAS, the District funds, operates, and maintains certain security and security-related improvements, facilities and equipment, including guardhouses, gates, gate arms, cameras, audio-visual and recording equipment, lighting, wiring, cabling, and electrical facilities, and other appurtenant security or security-related improvements benefiting the residents and property owners within the District (collectively, the "Gate Facilities"); and

WHEREAS, the Gate Facilities, or portions thereof, are often damaged by residents, their guests, and visitors to the community, who fail to yield when gate arms are in the down or closed position, who take action to manually lift or open gates, or whose vehicles strike such facilities; and

WHEREAS, the District is responsible for the maintenance of the Gate Facilities; and

WHEREAS, when Gate Facilities are damaged and evidence is available connecting a particular vehicle or individual to the damage, the District attempts to be made whole and works towards collecting gate damage fees and costs associated with repairing said damage; and

WHEREAS, in some circumstances, residents of Walnut Creek have damaged the Gate Facilities and have refused to respond or refused to pay for damage caused to the Gate Facilities despite clear visual and documentary evidence linking the damage to a vehicle they own or which is registered to their household; and

WHEREAS, the District Board of Supervisors desires to protect the integrity, operation and aesthetics of the Gate Facilities of the District, while ensuring that those responsible for damaging the Gate Facilities pay for the repair of such damaged Gate Facilities; and

WHEREAS, the District advertised a public hearing for February 3, 2015, in order to hear and receive comments on the proposed District Rule pursuant to the requirements of Chapter 120, Florida Statutes; and

WHEREAS, after a duly advertised public hearing, the District Board of Supervisors finds it to be in the best interests of the District, the integrity and maintenance of its Gate Facilities, and the residents and property owners of the District to adopt the proposed Rule attached to this Resolution as Exhibit A.

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

Section 1. The above recitals are true and correct and are incorporated in and adopted as part of this Resolution.

Section 2. The Rule attached to this Resolution as Exhibit A, is hereby adopted by the District.

Section 3. The District Manager is hereby directed to distribute this Resolution as required by Chapters 120 and 190, Florida Statutes. The District Manager is further directed to publish the Rule on the District's website, and to generally make copies of such Rule available to inspection or copying by members of the general public pursuant to Florida's Public Records Law.

Section 4. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 3rd DAY OF FEBRUARY, 2015.

ATTEST:

**WALNUT CREEK COMMUNITY
DEVELOPMENT DISTRICT**


Secretary/Assistant Secretary


Chairman/Vice-Chairman

Exhibit A

GATE FACILITIES RULE

WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT

GATE FACILITIES RULE

Adopted February 3, 2015

1.0 This rule may be cited and referred to as the Walnut Creek Community Development District (“District”) Gate Facilities Rule.

2.0 The District funds, operates, and maintains certain security and security-related improvements, facilities and equipment, including guardhouses, gates, gate arms, cameras, audio-visual and recording equipment, lighting, wiring, cabling, and electrical facilities, and other appurtenant security or security-related improvements benefiting the residents and property owners within the District (collectively, the “Gate Facilities”), which Gate Facilities are located at the two means of ingress and egress for the Walnut Creek development.

3.0 The District Manager or his or her designee (the “District Manager”) shall have the authority to de-activate all gate access cards, transponders, and readers issued to a particular unit within the District for unpaid Gate Facilities damage fees, after the following:

3.1 The District possesses video, eyewitness, or documentary evidence that a vehicle registered to the unit within the District or a guest to that unit has caused damage to the Gate Facilities of the District; and

3.2 The District has sent a correspondence to said unit, which correspondence shall (1) detail the date and location of the incident, the vehicle(s) involved, and the damage caused to the District Gate Facilities, (2) indicate that such gate damage must be paid to the District within at least thirty (30) days, and (3) indicate that all gate access cards, transponders, and readers issued to the unit will be de-activated if payment is not received by the District within said thirty (30) day period.

4.0 Prior to the expiration of the thirty (30) day period referenced in section 3.2 above, the de-activation and the Gate Facilities damage fees may be appealed in writing directly to the District Board of Supervisors, which will hear said appeal at its next regular meeting. During the time of the appeal, cards/transponders will not be de-activated.

5.0 Gate access cards and transponders may be re-activated by the District Manager upon payment of all Gate Facilities damage fees and costs to the District or when directed

by the District Board of Supervisors after an appeal filed and heard pursuant to section 4.0 above.

6.0 In addition to the authority provided in Section 3.0 above, upon receiving video, eyewitness, or documentary evidence of damage to the Gate Facilities, the District Manager or his or her designee shall have the authority on behalf of the District to impose and take all appropriate and lawful means to collect from the owner or driver of any vehicle or from any individual causing damage to the Gate Facilities all fees and costs associated with damages to the Gate Facilities, including those Gate Damage Fees set forth in Section 6.0 below. Any litigation pertaining to the collection of Gate Damage Fees shall first be authorized by the District Board of Supervisors.

7.0 Gate Facilities damage fees shall be as follows:

7.1 Removing, pulling, or knocking off gate arm requiring re-attachment (no damage to gate arm or other Gate Facilities).....\$150.00;

7.2 Re-activating a de-activated gate access card, transponder, or reader.....\$30.00 per card/reader or \$50.00 per unit (covers all cards/transponders assigned to unit), whichever is less.

7.3 Damage to other Gate Facilities not referenced in this section shall be assessed at cost plus ten (10%) for administration fees.

RESOLUTION NO. 2020-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT, AMENDING THE WALNUT CREEK COMMUNITY DEVELOPMENT DISTRICT GATE FACILITIES RULE BY REVISING SECTION 7.0 RELATING TO GATE FACILITIES DAMAGE FEES AND COSTS; PROVIDING FOR AN INCREASE TO THE FEE AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Walnut Creek Community Development District (the "District") was established pursuant to Chapter 190, Florida Statutes, and City of Pembroke Pines Ordinance No. 1339; and

WHEREAS, the District funds, operates, and maintains certain security and security-related improvements, facilities and equipment, including guardhouses, gates, gate arms, cameras, audio-visual and recording equipment, lighting, wiring, cabling, and electrical facilities, and other appurtenant security or security-related improvements benefiting the residents and property owners within the District (collectively, the "Gate Facilities"); and

WHEREAS, residents, their guests, and visitors to the community, who damage the Gate Facilities, or portions thereof, are responsible for the costs incurred by the District to repair or replace the damaged Gate Facilities; and

WHEREAS, due to recent improvements to the Gate Facilities by the District, the costs incurred by the District for repairing or replacing damaged Gate Facilities has increased, requiring an increase to the fee charged pursuant to Section 7.0 of the Gate Facilities Rule; and

WHEREAS, the District advertised a public hearing for January 21, 2020, in order to hear and receive comments on the proposed amendment to the District Rule pursuant to the requirements of Chapter 120, Florida Statutes; and

WHEREAS, after a duly advertised public hearing, the District Board of Supervisors finds it to be in the best interests of the District, the integrity and maintenance of its Gate Facilities, and the residents and property owners of the District to adopt the proposed amendment to the Gate Facilities Rule.

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

Section 1. The above recitals are true and correct and are incorporated in and adopted as part of this Resolution.

Section 2. Section 7.0 of the District Gate Facilities rule is hereby amended, as follows:

7.0 Gate Facilities damage fees shall be as follows:

7.1 Removing, pulling, or knocking off gate arm requiring re-attachment (no damage to gate arm or other Gate Facilities).....\$ ~~150.00~~ 400.00;

7.2 Re-activating a de-activated gate access card, transponder, or reader.....\$30.00 per card/reader or \$50.00 per unit (covers all cards/transponders assigned to unit), whichever is less.

7.3 Damages to other Gate Facilities not referenced in this section shall be assessed at cost plus ten (10%) for administration fees.

Section 3. The District Manager is hereby directed to take all actions consistent with this Resolution.

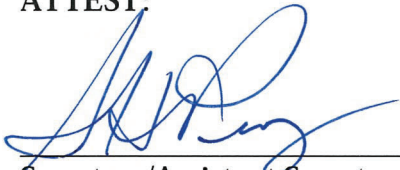
Section 4. All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section or other part or application of this Resolution is held by a court of competent jurisdiction to be unconstitutional or invalid, in part or as applied, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 21st DAY OF JANUARY, 2020.

ATTEST:



Secretary/Assistant Secretary

WALNUT CREEK COMMUNITY
DEVELOPMENT DISTRICT



Chairman/Vice-Chairman

Prepared By and After Recording
Return To:
K. Michelle Jessell, Esq.
Nelson Mullins Riley & Scarborough LLP
1905 NW Corporate Blvd., Suite 310
Boca Raton, Florida 33431

**ACCESS AND DRAINAGE
EASEMENT AGREEMENT**

THIS ACCESS AND DRAINAGE EASEMENT AGREEMENT (“Agreement”) is made and entered into this ____ day of August, 2022, by and between **D.R. HORTON, INC.**, a Delaware corporation, whose address is 6123 Lyons Road, Coconut Creek, FL 33073 (**“Grantor”**), in favor of **KEYS COVE II COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government of the State of Florida established in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, whose address is c/o Special District Services, Inc., 8785 SW 165th Avenue, Suite 200, Miami, Florida 33193(**“Grantee”**) (Grantor and Grantee are sometimes together referred to herein as the **“Parties”**, and separately as the **“Party”**).

WITNESSETH:

WHEREAS, Grantor is the owner in fee simple of that certain parcel of real property located in Miami-Dade County, Florida, as more particularly described below (the **“Easement Property”**):

TRACTS B, C, D, E, F, G, H, I, J, K, L, M, AND N, TOWNS AT SEASCAPE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 40-1 THROUGH PAGES 40-5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

WHEREAS, Grantee is the owner in fee simple of that certain parcel of real property located in Miami-Dade County, Florida, as more particularly described below (the **“Grantee Property”**):

TRACT A, TOWNS AT SEASCAPE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 175, PAGES 40-1 THROUGH PAGES 40-5, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

WHEREAS, Grantee desires to receive, and Grantor desires to grant to Grantee, a non-exclusive easement for access and drainage on, over, across and through the Easement Property, on the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee to the Grantor and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby expressly acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Permanent Access Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee, for the benefit of the Grantee Property, a permanent, non-exclusive easement on, upon, over, across and through the Easement Property for access, ingress, and egress to facilitate the use and maintenance of the stormwater drainage pipes and facilities located within the Easement Property (collectively, the “**Drainage Facilities**”) by Grantee and its designated agents, employees, consultants, representatives, and contractors (and their subcontractors, employees and materialmen).

3. **Permanent Drainage Easement.** Grantor does hereby grant, bargain, sell and convey to Grantee, for the benefit of the Grantee Property, a permanent, non-exclusive easement, on, upon, over, across and through the Easement Property, to receive, discharge, drain and convey stormwater from the Grantee Property, including the right to install, maintain, operate, repair, modify, replace, rebuild and use the Drainage Facilities to facilitate drainage of stormwater, subject, however, to compliance with any and all applicable permits with regard thereto, as the same may be modified or amended from time to time. Grantee shall have full responsibility for the operation, maintenance and repair of the Drainage Facilities, and Grantor shall have no obligations or responsibilities to maintain, repair or replace the Drainage Facilities.

4. **Restoration and Repair of Grantor's Property.** Grantee will repair any damage to the Easement Property and/or any other property owned by Grantor arising out of or resulting from any maintenance activities performed or authorized by Grantee in connection therewith, which repair shall be done in a workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, permits and approvals to a condition equal to its condition which existed prior to commencing maintenance of the Drainage Facilities. Grantee will repair any damage to the Easement Property and/or any other property owned by Grantor arising out of or resulting from any construction activities performed or authorized by Grantee in connection therewith, which repair shall be done in a workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, permits and approvals to a condition equal to its condition which existed prior to commencing maintenance of such Drainage Facilities.

5. **Insurance and Indemnity.** Grantee and/or any contractors accessing and or performing work for Grantee within the Easement Property, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted under this Agreement. Said insurance maintained by any contractors performing work for Grantee on the Easement Property shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Grantee as insured in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Grantee hereby agrees to indemnify, defend and save harmless Grantor, and Grantor’s successors

and assigns, from and against any and all claims, demands, losses, causes of action, costs and expenses of any kind or nature (including all reasonable attorneys' fees and costs) arising from, growing out of or in connection with Grantee's maintenance of the Drainage Facilities within the Easement Property or use of the easements granted under this Agreement, excluding those matters arising from the negligence or willful misconduct of Grantor or anyone acting by, through or under Grantor.

6. **Amendments and Waivers.** Except as provided here, this Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Miami-Dade County, Florida. No delay or omission of any Party in the exercise of any right accruing upon any default of any Party shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any Party of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Party shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any Party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any Party may have by reason of any breach of the provisions of this Agreement.

7. **Notices.** Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given (i) one day after depositing with a nationally recognized overnight courier service, or (ii) on the day of hand delivery (provided such delivery occurs prior to 5:00 pm, E.S.T. or E.D.T., as applicable), to the address listed above or to such other address as either Party may from time to time designate by written notice in accordance with this paragraph.

8. **Use of Easement Property.** It is acknowledged and agreed that the easements granted under this Agreement are not exclusive easements and that Grantor, and its successors and assigns, shall have the right to use and enjoy the Easement Property in any manner not inconsistent with the easement rights created herein, and grant others the right to do so.

9. **Liens.** Grantee shall not permit any construction, mechanic's lien or encumbrance against the Easement Property or any other easements granted hereunder. If any mechanic's lien or other encumbrance is filed against the Easement Property as a result of any work, action or inaction done by or at the direction of Grantee in the exercise of its rights hereunder, Grantee will discharge same of record by payment or bonding within fifteen (15) days after receipt of written notice of the filing thereof.

10. **Effective Date.** The Effective Date of the Agreement shall be the last day that this Agreement is signed by either Party.

11. **Miscellaneous.** This Agreement contains the entire understanding of the Parties with respect to the matters set forth herein and no other agreement, oral or written, not set forth herein, nor any course of dealings of the Parties, shall be deemed to alter or affect the terms and conditions set forth herein. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative

or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any proceeding brought hereunder shall be Miami-Dade County, Florida. In the event of any dispute hereunder or of any action to interpret or enforce this Agreement, any provision hereof or any matter arising here from, the predominantly prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expenses, whether suit be brought or not, and whether in settlement, in any declaratory action, at trial or on appeal. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement. Time is of the essence of this Agreement. This Agreement shall burden and run with the Easement Property, and be binding upon and inure to the benefit of Grantor and Grantee, and their respective successors and assigns. The parties hereby each knowingly, irrevocably, voluntarily and intentionally waive any right such party may have to a trial by jury in respect of any action, proceeding or counterclaim based on this Agreement, or arising out of, under or in connection with this Agreement or any amendment or modification of this Agreement, or any other agreement executed by and between the parties in connection with this Agreement, or any course of conduct, course of dealing, statements (whether verbal or written) or actions of any party hereto. This waiver of jury trial provision is a material inducement to the parties to enter into this Agreement.

[SIGNATURES CONTAINED ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the day and year first written above.

“GRANTOR”

Signed, sealed and delivered
in the presence of:

D.R. HORTON, INC.,
a Delaware corporation

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this _____ day of August, 2022, by _____, as _____ of **D.R. HORTON, INC.**, a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

“GRANTEE”

**KEYS COVE II COMMUNITY
DEVELOPMENT DISTRICT**

Signed, sealed and delivered in the presence of:

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of August, 2022, by _____, the _____ of Keys Cove II Community Development District, a local unit of special-purpose government of the State of Florida established in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes. She/he is personally known to me, OR who have produced _____ as identification.

(Signature of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____