

Memorandum



Date: (Public Hearing: 2-6-24)
December 12, 2023

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

Agenda Item No. 5(D)

From: Daniella Levine Cava
Mayor

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

Subject: Ordinance Amending the Kingman Gate Community Development District

Executive Summary

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

Recommendation

It is recommended that the Board adopt the attached Ordinance amending the boundaries of the Kingman Gate Community Development District (District). This District lies wholly within the City and will be expanding by approximately 10.00 acres, increasing the total acreage of the District from approximately 79.62 acres to 89.62 acres pursuant to the authority granted by the Miami-Dade County Home Rule Charter for the purposes set forth in Chapter 190 of the Florida Statutes, subject to the acceptance of the Declaration of Restrictive Covenants running with the lands of the expansion area within the jurisdiction of the CDD.

Scope

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

Fiscal Impact/Funding Source

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

Social Equity Statement

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

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

Track Record/Monitor

This development, which consists of the Kingman Gate Development and the Keys Gate North Development, has private roads that are to be maintained by their respective Homeowners' Association (HOA) or the District. The Keys Gate Residential Multipurpose Maintenance Special Taxing District "Special Taxing District" was created by the Board on January 22, 2020, pursuant to Ordinance No. 20-6, to maintain the Kingman Gate Development. A petition to amend the Special Taxing District's boundaries to include the Keys Gate North Development has been submitted. The Special Taxing District will maintain the development's infrastructure, such as private roadways, private area storm drainage, and landscaping, should the HOAs or the District be dissolved or fail to fulfill its maintenance obligations. The Special Taxing District will continue remain dormant until such time as the County determines to implement the Special Taxing District. Oversight of CDDs is the responsibility of the State.

Delegation of Authority

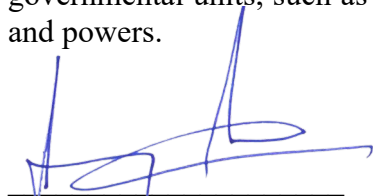
This Ordinance does not delegate any authority to the County Mayor or designee.

Background

Kingman Gate CDD ("Petitioner") has filed an application to amend the District in connection with the Keys Gate North Development. The District was created by the Board on October 29, 2019, pursuant to Ordinance No. 19-100. The original District's boundaries encompass approximately 79.62 acres with approximately \$15.721 million in infrastructure costs servicing approximately 770 residential units (117 single-family units, 349 townhome units, and 304 villa units). Upon adoption of the attached Ordinance, the District's boundaries will be increased by a net acreage of approximately 10.00 acres and 51 additional single-family units encompassing a total of approximately 89.62 acres and 821 residential units. The infrastructure costs for the expansion will be approximately \$2.650 million. A detailed summary of CDD elements, as well as the cost and anticipated lack of fiscal impacts to government agencies, are presented in the attached application. In accordance with Chapter 190, Florida Statutes, the Petitioner has paid a filing fee of \$1,500.00 and \$15,000.00 for future advertising costs to the County.

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

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




Jimmy Morales
Chief Operations Officer



MEMORANDUM
(Revised)

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

DATE: February 6, 2024

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 5(D)

Please note any items checked.

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

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 5(D)
2-6-24

ORDINANCE NO. _____

ORDINANCE GRANTING PETITION OF KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT, GENERALLY BOUNDED, AS AMENDED, ON THE NORTH BY SW 328 STREET (NORTH CANAL DRIVE/SE 8 STREET), ON THE EAST BY SW 152 AVENUE (KINGMAN ROAD/SE 28 AVENUE), ON THE SOUTH BY THEORETICAL SW 340 STREET (THEORETICAL SE 21 AVENUE), AND ON THE WEST BY THEORETICAL SW 152 COURT (THEORETICAL SE 26 AVENUE-TERRACE); AMENDING THE BOUNDARIES OF THE DISTRICT TO EXPAND ITS TOTAL ACREAGE BY APPROXIMATELY 10.00 ACRES; PROVIDING SEVERABILITY, EXCLUSION FROM THE CODE AND AN EFFECTIVE DATE

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

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

WHEREAS, Article VIII, section 6(e) of the Florida Constitution provides for exclusive County Charter authority to establish all governmental units within Miami-Dade County and to provide for their government and prescribe their jurisdiction and powers; and

WHEREAS, at its meeting on October 29, 2019, the Board adopted Ordinance No. 19-100 establishing the Kingman Gate Community Development District (“District” or “Petitioner”) and providing for specific boundaries of the District; and

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

WHEREAS, the Board of Supervisors (Petitioner) of Kingman Gate CDD has submitted a petition to expand the District's boundaries by approximately 10.00 acres, resulting in a total increase in acreage of the District from 79.62 acres to 89.62 acres; and

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

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

WHEREAS, the Board of County Commissioners finds that the statements contained in the Petition are true and correct; and

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

WHEREAS, the area of land within the District, as expanded, is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community and the area of land being added does not impact such functionality; and

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

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

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

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

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

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

Section 2. The petition to expand the District to include the real properties described therein, which was filed by the petitioner on October 6, 2023, and which petition is on file at the Office of the Clerk of the Board, is hereby granted. A copy of the petition is attached and incorporated herein as Exhibit A to the Ordinance.

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

boundaries of the District shall be as depicted on the location map attached hereto and incorporated herein as Exhibit C to the Ordinance.

Section 4. Except to expand the boundaries of the District as provided herein, this Ordinance does not affect, expand or modify Ordinance No. 19-100.

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

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

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

PASSED AND ADOPTED:

Approved by County Attorney as
to form and legal sufficiency:

Prepared by:

Michael J. Mastrucci
Juliette R. Antoine

EWJ for
JRA

"EXHIBIT A to the Ordinance"

PETITION TO EXPAND KINGMAN GATE
COMMUNITY DEVELOPMENT DISTRICT

Dated: October 6, 2023

Date: October 6, 2023

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

From: Liset Romero-Lopez, Chief *Nadine Blake* (in lieu of)
Special Assessment Districts Division
Parks, Recreation and Open Spaces Department

Subject: Kingman Gate Community Development District –
Amendment

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

The filing date of record is October 6, 2023.

Attachment

c: Michael Mastrucci
Assistant County Attorney

**BOARD OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

**IN RE: PETITION PURSUANT TO
SECTION 190.046(1), FLORIDA STATUTES,
TO EXPAND THE BOUNDARIES OF
KINGMAN GATE COMMUNITY
DEVELOPMENT DISTRICT**

**PETITION TO EXPAND BOUNDARIES OF KINGMAN GATE
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors (the “Board”) of the Kingman Gate Community Development District, an independent special district established pursuant to Chapter 190, Florida Statutes (the “District”), and Section 1.01(A)(21) of the Miami-Dade County Home Rule Charter by Ordinance No. 19-100 of Miami-Dade County, Florida (the “County”), adopted on October 29, 2019 (the “Ordinance”), hereby submits this petition (the “Petition”) to the **BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA** (the “Commission”) in accordance with Section 190.046(1) of the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes (the “Act”), to expand the boundaries of the District and in support thereof, hereby attests as follows:

1. That approximately 79.62+/- acres are currently within the external boundaries of the District.
2. That the Board desires to expand the boundaries of the District by adding approximately 10+/- acres of real property as legally described in Exhibit A, attached hereto and made a part hereof. Following such expansion of the District’s boundaries, all lands in the District will continue to be located wholly within the jurisdictional boundaries of the City of Homestead in Miami-Dade County, Florida.

3. That the acreage of the real property to be annexed into the District does not exceed 50% of the acres initially located within the original boundaries of the District, and all petitions of the District, including this Petition, submitted to the Commission subsequent to the initial petition seeking establishment of the District do not encompass more than a total of 1,000 acres.

4. That attached hereto as Exhibit B and made a part hereof is a description of the external boundaries of the District following the proposed expansion of such boundaries. No real property within the external boundaries of the District as proposed is to be excluded therefrom.

5. That attached hereto as Exhibit C is the proposed timetable for installation of District services and facilities which will be provided to the real property being annexed into the District and the estimated cost of installing such proposed services and facilities.

6. That attached hereto as Exhibit D is evidence of the written consent to the annexation of the subject property into the District by the fee title owner of one hundred percent (100%) of such real property (the "Landowner").

7. That attached hereto as Exhibit E is a designation of the future general distribution, location, and extent of public and private uses of land proposed for the area to be annexed into the District by the future land use plan element of the effective local government comprehensive plan.

8. That attached hereto as Exhibit F is a statement of estimated regulatory costs in accordance with the requirements of Section 120.541, Florida Statutes.

9. That attached hereto as Exhibit G is a copy of the proposed Declaration of Restrictive Covenants applicable to the subject property, which has been executed by the Landowner and is being submitted in support of this Petition.

10. That attached hereto as Exhibit H is a copy of the Resolution of the Board of Supervisors of the District authorizing the filing of this Petition.

11. That attached hereto as Exhibit I is a copy of the Resolution of the City Council of the City of Homestead supporting the expansion of the District.

12. That following the proposed expansion of the District's boundaries (i) the property within the District will not be inconsistent with any applicable element or portion of the state comprehensive plan or of the effective local government comprehensive plan; (ii) the property comprising the District will be of sufficient size, compactness, and contiguity to be developable as one functional interrelated community; (iii) the District will continue to present the best alternative available for delivering the community development facilities and services to the property that will be served by the District; (iv) the community development facilities and services of the District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities; and (v) the property comprising the District will be amenable to separate special-purpose government.

13. That all statements contained within this Petition are true and correct.

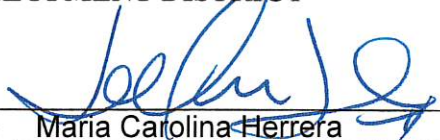
WHEREFORE, Petitioner, the Board of Supervisors of the Kingman Gate Community Development District, hereby respectfully requests the Commission to:

A. Direct its staff to notice, as soon as practicable, a local public non-emergency hearing pursuant to the requirements of Section 190.046(1)(b) of the Act to consider whether to grant this Petition and to amend the Ordinance establishing the District to reflect the new boundaries of the District.

B. Grant this Petition and enact an ordinance pursuant to applicable law amending the Ordinance establishing the District to reflect the new boundaries of the District.

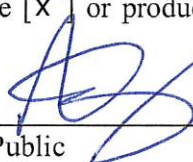
RESPECTFULLY SUBMITTED this 7th day of December, 2021.

**KINGMAN GATE COMMUNITY
DEVELOPMENT DISTRICT**

By: 
Name: Maria Carolina Herrera
Title: Chairperson/Vice-Chairperson

STATE OF FLORIDA)
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7 day of December, 2021, by Maria Carolina Herrera, the Chairperson/Vice-Chairperson of the Board of Supervisors of the Kingman Gate Community Development District, who is personally known to me or produced _____ as identification.



Notary Public
Alana Fernandez
Typed, printed or stamped name of Notary Public

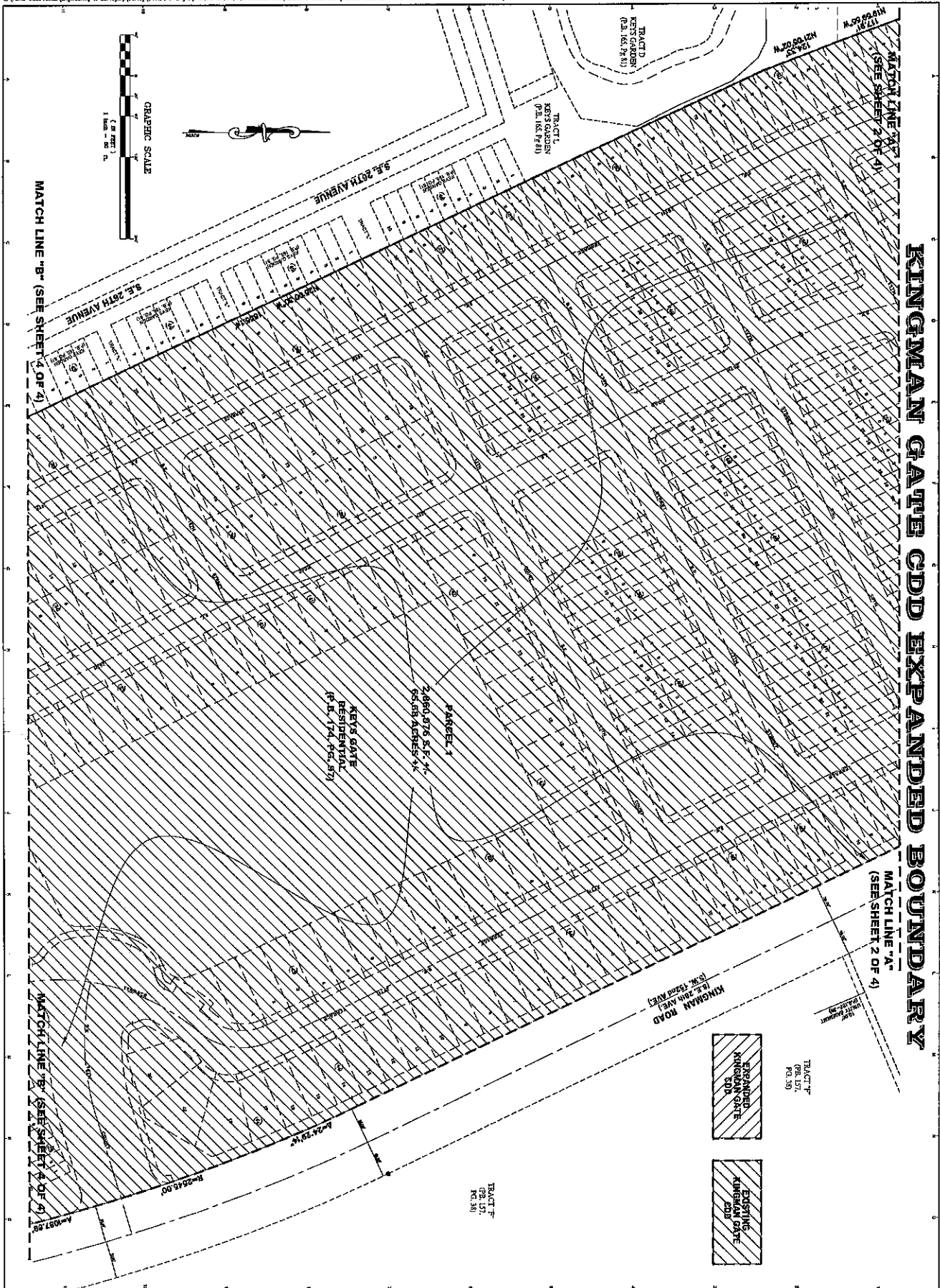


EXHIBIT A

LEGAL DESCRIPTION OF AREA TO BE ADDED TO DISTRICT

EXHIBIT B

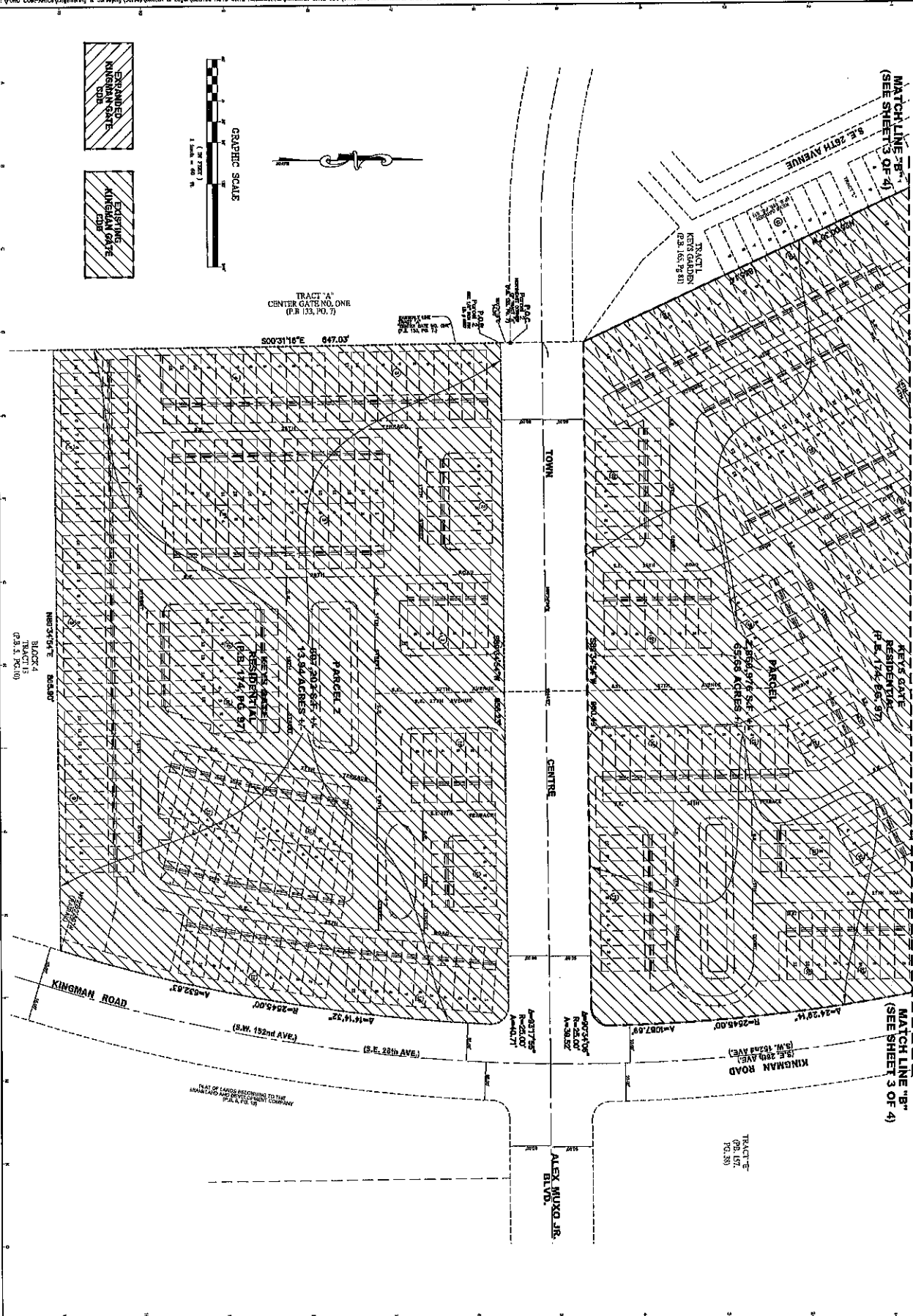
LEGAL DESCRIPTION OF NEW DISTRICT BOUNDARIES



KINGMAN GATE CDD EXPANDED BOUNDARY

<p>KINGMAN GATE CDD EXPANDED BOUNDARY</p> <p>TYPE OF PROJECT: SKETCH AND LEGAL DESCRIPTION SHEET NAME: LOCATION MAP, LEGAL DESCRIPTION AND SURVEYOR'S NOTES CLIENT: LENNAR HOMES, LLC CLIENT ADDRESS: 700 N.W. 102ND AVENUE 3RD FLOOR MIAMI, FL 33172</p>		<p>PROJECT LOCATION: SECTION 34 & 23, TOWNSHIP 26 S, RANGE 19 E, EAST 3RD DEGREE COUNTY, FLORIDA</p>		<p>RECORD OF REVISION</p> <table border="1"> <thead> <tr> <th>No.</th> <th>DATE</th> <th>DESCRIPTION</th> <th>BY</th> <th>APP.</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		No.	DATE	DESCRIPTION	BY	APP.						<p>3</p>	
No.	DATE	DESCRIPTION	BY	APP.													

KINGMAN GATE CDD EXPANDED BOUNDARY



KINGMAN GATE CDD EXPANDED BOUNDARY		RECORD OF REVISION				
FILE OF PROJECT: SKETCH AND LEGAL DESCRIPTION		No.	DATE	DESCRIPTION	BY	APP.
PARTY NAME: LOCATION MAP, LEGAL DESCRIPTION AND SURVEYOR'S NOTES						
CLIENT: LENNAR HOMES, LLC						
DEED NUMBER: 2010-101 AVENUE 3rd FLOOR						
LEGAL LOCATION: SECTION 14 & 23 TOWNSHIP 22 SOUTH RANGE 20 EAST						
LOCAL: FL 3372						

4

4

FOR INFORMATION OF THE PUBLIC, THIS MAP WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF DADE, FLORIDA, ON OCTOBER 14, 2011.

DATE: OCTOBER 14, 2011

FILE NO: 08193-1001

SCALE: AS SHOWN

BY: [Signature]

APP: [Signature]

EXHIBIT C

**CONSTRUCTION TIMETABLE AND COST ESTIMATE
FOR AREA TO BE INCLUDED WITHIN DISTRICT BOUNDARIES**

	<u>COST ESTIMATE</u>	<u>START CONSTRUCTION</u>	<u>COMPLETE CONSTRUCTION</u>
Water Distribution System	\$ 360,000	April, 2024	December, 2024
Wastewater Collection System	\$ 1,245,000	July, 2024	December, 2024
Roadway Improvements	\$ 733,000	July, 2024	December, 2024
Stormwater Management System	\$ 312,000	April, 2024	December, 2024
<u>Total:</u>	\$ 2,650,000		

EXHIBIT D

**EVIDENCE OF WRITTEN CONSENT OF OWNER
TO INCLUSION OF PROPERTY WITHIN THE EXTERNAL BOUNDARIES OF
WESTVIEW NORTH COMMUNITY DEVELOPMENT DISTRICT**

AFFIDAVIT OF OWNERSHIP AND CONSENT

On this 13th day of December 2021, personally appeared before me, Clifford Lincoln, an officer duly authorized to administer oaths and take acknowledgements, who, after being duly sworn, deposes and says:

1. Affiant is the Successor Trustee of the Keys Gate III Trust, u/i/d June 30, 1998 (the "Trust").
2. The Trust is the owner of the following described property, to wit:
See Exhibit "A" attached hereto (the "Property")
3. Affiant hereby represents that Affiant has full authority to execute all documents and instruments, including the Petition to Expand the Boundaries of Kingman Gate Community Development District before the Board of County Commissioners of Miami-Dade County, Florida (the "CDD").
4. The Property constitutes all of the real property to be included in the CDD.
5. Affiant hereby gives full consent to the expansion of the external boundaries of the CDD to include the Property therein.

By: Clifford Lincoln
 Name: Clifford Lincoln
 Title: Successor Trustee of the Keys Gate III Trust, u/i/d June 30, 1998

STATE OF Florida)
 COUNTY OF Broward)

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this 13th day of December, 2021, by Clifford Lincoln, Successor Trustee of the Keys Gate III Trust, u/i/d June 30, 1998. He is personally known to me [X] or produced _____ as identification.



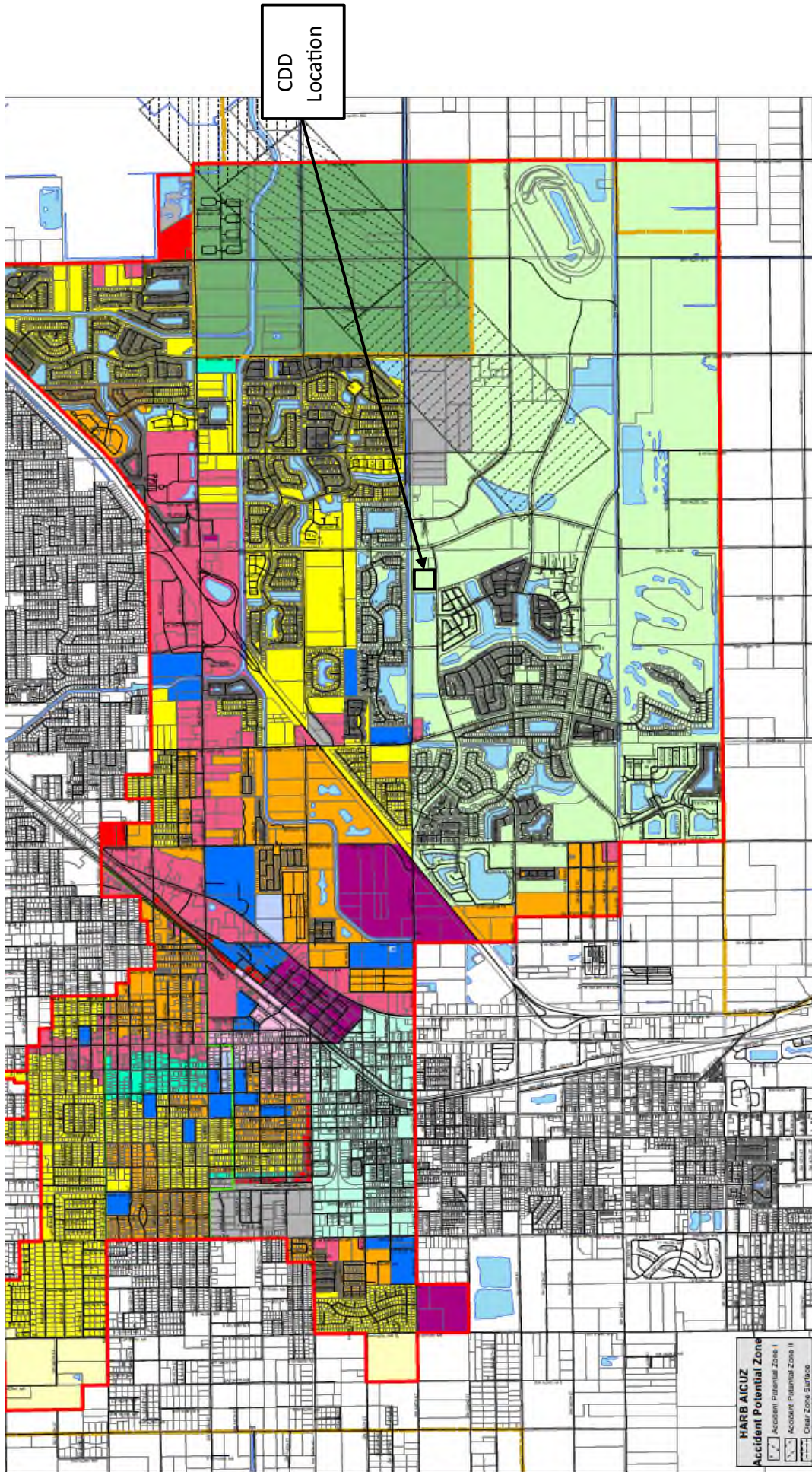
Christina Vargas
 Notary Public
Christina Vargas
 Typed, printed or stamped name of Notary Public

Exhibit "A"

The West 812.22 feet of Tract "U-1", of "Keys Gate No. One", according to the Plat thereof, as recorded in Plat Book 133 at Page 3, of the Public Records of Miami-Dade County, Florida, less the West 33.90 feet of said Tract "U-1".

EXHIBIT E

**DESIGNATION OF THE FUTURE GENERAL DISTRIBUTION, LOCATION AND
EXTENT OF PUBLIC AND PRIVATE USES OF LAND PROPOSED FOR
THE AREA TO BE INCLUDED WITHIN THE DISTRICT**



CDD
Location



Prepared By

2 Miles

Future Land Use Map July 2023

0 0.25 0.5 1 1.5 2 Miles

These maps are not for official use. For indication of the zoning in land use in a property, please contact the Department of Planning.

- Legend**
- Property
 - City Boundary
 - 2015 LUB
 - Roadway
 - Water
 - AU-Agriculture
 - DMLC-Downtown Mixed Use
 - ED-Estate Density
 - HCU-Heavy Commercial Use
 - ISL-Institutional Use
 - IU-Industrial Use
 - LCU-Light Commercial Use
 - LRL-Low Residential Use
 - MRL-Medium Density Residential Use
 - MRLU-Medium Density Residential Use
 - PHU-Professional Mixed Use
 - PRAC-Planned Regional Activity Center
 - PUL-Planned Urban Neighborhood
 - TML-Technology Mixed Use
 - TMMCD-Northeast Neighborhood Overlay District

HARB AICUZ
Accident Potential Zone

- Accident Potential Zone I
- Accident Potential Zone II
- Clear Zone Surface



EXHIBIT F

STATEMENT OF ESTIMATED REGULATORY COSTS Kingman Gate Community Development District

1.0 Introduction

1.1 Purpose

This statement of estimated regulatory costs (“SERC”) supports the petition to expand the boundaries of Kingman Gate Community Development District (the “District”). The District is a unit of special-purpose local government established pursuant to Chapter 190, Florida Statutes, and the Miami-Dade County Home Rule Charter by Ordinance No. 19-100 of Miami-Dade County, Florida (the “county”), adopted on October 29, 2019 (the “ordinance”). The District is currently comprised of approximately 79.62 +/- acres, a residential community (the “Project”), in City of Homestead, (“City”), Miami-Dade County (“County”), Florida. The District desires to expand the boundaries by adding approximately 10 +/- acres directly to the north of the current District boundaries.

The District is designed to provide community infrastructure, services, and facilities along with their operations and maintenance to the District. Following the expansion, the District will encompass approximately 89.62 +/- acres.

The District plans to provide community infrastructure including, but not necessarily limited to, stormwater management system, water distribution system, wastewater collection system, and roadway improvements (the “Infrastructure”). The District plans to finance the Infrastructure by issuing bonds (“Bonds”) secured by, among other things, proceeds of non-ad valorem special assessments (the “Assessments”) levied on all land within the District that will specially benefit from the Infrastructure as discussed more fully below.

1.2 Scope of the Analysis

The limitations on the scope of this SERC are explicitly set out in Section 190.002(2) (d), *Fla.Stat.* (governing District formation or alteration) as follows:

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

As noted above, the proposed District will provide Infrastructure and related services with operation and maintenance, following expansion to 89.62+/- acres. The current development plan for the proposed expansion within the District includes the construction of approximately 51 Single-Family homes. These plans are subject to change as market conditions may dictate in the future.

1.3 Requirements for Statement of Estimated Regulatory Costs.

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

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

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

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

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

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

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

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

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

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

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1) (a)[of Section 120.541, *Fla. Stat.*] and either a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

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

It is unlikely the expansion of the District will meet any of the triggers in Section 120.541(2)(a), *Fla. Stat.* The basis for this determination is provided in the discussions in Section 3.0 through Section 6.0 herein.

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

As noted above, the District is a residential community and the expansion is designed for up to 51 Single-Family homes. Expansion of the District would put all of these areas under the jurisdiction of the District. Prior to platting, and sale of any units, all of the land owned by the principal developer of the lands within the District and any other landowner will also be under the jurisdiction of the District.

- 4.0 Good faith estimate of the cost to state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state and local revenues.**

- 4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance**

State Governmental Entities

The cost to State entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 1,000 acres. Therefore, the County will review and act upon the petition to establish the District.

There are minimal additional ongoing costs to various State entities to implement and enforce the proposed ordinance. The District is a special-purpose unit of local government, and it is required to file various reports to the State of Florida, the Department of Economic Opportunity and other agencies of the State. The filing requirements are outlined in Appendix A. However, the additional costs to the State and its various departments to process the additional filings from the District are very low,

since the State routinely processes filings from over 500 similar districts. Finally, the filing fees paid by the District are designed to offset any additional costs to the State.

City of Homestead and Miami-Dade County

The boundaries of the District are located within City of Homestead, which is in Miami-Dade County. This petition to expand the boundaries of the District may require review by City staff and recommendation to the County regarding the petition. The County and its staff will review and analyze the petition and its supporting exhibits. In addition, the County will hold public hearings to discuss the petition and to take public input. These activities will absorb staff time and time of the County Commission.

However, the costs of these activities are very modest at most for the following reasons. First, the review of this petition to form the District does not include an analysis of the Project itself. In fact, such a review of the Project is prohibited by statute. Second, the petition contains all of the information necessary for its review. Third, the County already has all of the staff necessary to review the petition. Fourth, no capital costs are involved in the review. Fifth, the County routinely processes similar petitions for land use and zoning changes that are far more complicated than this petition to form the District. Finally, Petitioner will pay all statutorily prescribed filing fees.

The City and/or County should not incur any additional annual costs if this petition is approved. The proposed District is an independent unit of local government, so the District is responsible for its own budget, reporting, and the full conduct of its powers within its boundaries and has done so since establishment in 2019.

4.2 Impact on State and Local Revenues

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

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

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

The District will provide Infrastructure and related services to the proposed expansion area in the District, as outlined in Table 1 below. The District will fund the water distribution system, wastewater collection system, and public roadway improvements.

Table 1. Proposed Facilities and Services

<i>Facility</i>	<i>Funded By</i>	<i>O&M By</i>	<i>Ownership</i>
Stormwater Management System	District	District	District
Water Distribution System	District	City/County	City/County
Wastewater Collection System	District	City/County	City/County
Roadway Improvements	District	City/District	City/District

Petitioners have estimated the costs for providing the Improvements as outlined in Table 1, and such costs are shown in Table 2. Total costs for this Infrastructure are estimated to be approximately \$2,650,000. To fund this construction program, in whole or in part, the District may issue Bonds, which will be repaid through non-ad valorem assessments levied on all lands in the District that benefit from the District's Infrastructure and related services as outlined in Table 2.

Table 2. Summary of Estimated Capital Costs for Proposed Expansion Area

<i>Infrastructure</i>	<i>Total</i>
Stormwater Management System	\$ 312,000
Water Distribution System	\$ 360,000
Wastewater Collection System	\$1,245,000
Roadway Improvements	\$ 733,000
Total	\$2,650,000

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

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

Real estate markets are quite efficient, because buyers and renters evaluate all of the costs and benefits associated with various alternative locations. Therefore, market forces

preclude developers from marking up the prices of their products beyond what the competition allows. To remain competitive the operations and maintenance charges must also be in line with the competition.

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

The District is an alternative means to finance necessary community services. District financing is no more expensive, and often less expensive, than the alternatives of a municipal service taxing unit (MSTU), a neighborhood association, or through developer bank loans.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined in Section 120.52, F.S.

There will be no impact on small businesses because of the expansion of the boundaries of the District. If anything, the impact may be positive. This is because the District must competitively bid certain of its contracts. This affords small businesses the opportunity to bid on District work.

The development is located in City of Homestead. As of the Census date, the 2020 Census, the City of Homestead has a population in excess of 10,000 people and Miami-Dade County has a population in excess of 75,000 people. Therefore, the proposed District is not located in a City defined as a "small city" or a County defined as a "small county", according to Section 120.52, Fla. Stat.

7.0 Any additional useful information.

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

Finally, it is useful to reflect upon the question of whether the proposed expansion of the District is the best alternative to provide community facilities and services to the Project. As an alternative to the District, the County could approve a dependent special district for the area, such as a special taxing district under Chapter 189, F.S. This alternative could finance the improvements contemplated in Table 1 in a fashion similar to the proposed District.

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

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

Another alternative to the District would be for the developer to provide the Infrastructure and to use a property owners association ("POA") for operation and maintenance of community facilities and services. A District is superior to a POA for a variety of reasons. First, unlike a POA, a District can impose and collect its assessments along with other property taxes. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Second, the proposed District is a unit of local government. Therefore, unlike the POA the District must abide by all governmental rules and regulations.

EXHIBIT G

DECLARATION OF RESTRICTIVE COVENANTS

This instrument was prepared by:	
Name:	Ginger E. Wald
Address:	Billing, Cochran, Lyles, Mauro & Ramsey, P.A. 515 East Las Olas Boulevard, Sixth Floor Fort Lauderdale, Florida 33301
(Space Reserved for Clerk)	

DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, the undersigned Owner holds the fee simple title to the land described in the attached Exhibit A (the "Property"), located in Miami-Dade County, Florida (the "County"); and

WHEREAS, a Petition to Establish the Kingman Gate Community Development District (the "District") was approved and adopted by the Board of Miami-Dade County Commissioners (the "Board"), pursuant to Ordinance No. 19-100 on October 29, 2019, (the "Ordinance"), and a Petition to Expand the Boundaries of the District was filed on _____, 2023, and approved pursuant to Ordinance No. _____ on _____, by the Board; and

WHEREAS, a Declaration of Restrictive Covenants was previously recorded on November 8, 2019 at O.R, Book 31683 Page 1912 and revised and recorded on March 3, 2020 at O.R. Book 31834 Page 844, of the Public Records of Miami-Dade County, Florida (the "Original Declaration"), relating to certain real property located within the boundaries of the District, in accordance with the requirements of Chapter 190, Florida Statutes, and Section 1.01(A)(21) of the County Home Rule Charter; and

WHEREAS, among those covenants are provisions for the timely, accurate, and enforceable disclosure, to all prospective initial purchasers who have entered or will enter into

contracts for improved residential units within the Property (each a "Prospective Initial Purchaser"), of the obligation to pay to the District: (1) the pro-rata share for each Dwelling Unit (defined below) of the cost of the acquisition, construction, reconstruction, and equipping of certain public infrastructure which benefit the Property either as a one-time assessment at the time of closing or as an annual assessment based on the debt service on bonds to be issued by the District to finance such capital costs until such bonds are retired (collectively, "Capital Assessments"), and (2) the costs associated with (i) operations of the District including administration ("Operations Assessments") and (ii) maintenance of public infrastructure by the District ("Infrastructure Maintenance Assessments"; Operations and Infrastructure Maintenance Assessments are hereinafter collectively referred to as "Administrative Assessments"); and

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

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

WHEREAS, Owner wishes to provide this new Declaration of Restrictive Covenants (the "Declaration") with respect to the Property.

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

1. COVENANTS.

1.1 Public Records Notice of Existence of District. This Declaration shall serve as notice in the public records of the County that unless the District is terminated in accordance with the requirements of Chapter 190, Florida Statutes, and such termination is

reflected in the public records of the County, the Property and all lands, parcels, lots, and units located within the District's boundaries are subject to the Capital Assessments and Administrative Assessments levied and imposed by the District, subject only to the exceptions or exemptions from such assessments expressly provided by Florida law.

1.2 CDD and Purchase Contract Notices

1.2.1. Owner shall be required to provide to each Prospective Initial Purchaser of an improved individual residential lot or unit within the Property (individually, a "Dwelling Unit") written notice of the estimated annual Capital Assessments and Administrative Assessments (the "CDD Notice") to be imposed on such individual Dwelling substantially in the form attached hereto as Exhibit B prior to, or contemporaneously with, the execution of a purchase and sale contract ("Purchase Contract") for such Dwelling Unit. For the purposes of this Declaration, the term "Owner" means each seller of Dwelling Units within the Property. Notwithstanding the foregoing, if a Prospective Initial Purchaser executed a Purchase Contract before the effective date (10 days after enactment) of the Ordinance (the "Effective Date of the Ordinance") but was not given an contemporaneous CDD Notice, Owner may still give the CDD Notice to such Prospective Initial Purchaser; provided, however, such CDD notice must be given together with the following written notice and must be sent to such Prospective Purchaser by certified mail, professional overnight delivery or hand delivery, with return receipt, not later than the first business day following the Effective Date of the Ordinance:

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS NOTICE AND THE ATTACHED CDD NOTICE ARE BEING GIVEN TO YOU PURSUANT TO SUCH DECLARATION. PLEASE NOTE THAT THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE

PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$54,510 FOR A SINGLE-FAMILY UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$33,418 FOR A SINGLE-FAMILY UNIT, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,817 FOR A SINGLE-FAMILY UNIT, FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THE ATTACHED NOTICE FULLY DESCRIBES YOUR OBLIGATIONS. YOU MAY ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS NOTICE. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE THAT YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT, AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES ARE AVAILABLE TO PURCHASER WHETHER OR NOT YOU ELECT TO RESCIND EXCEPT IN THE EVENT OF AN OWNER DEFAULT WITH RESPECT TO THE CDD NOTICE AND THEN ONLY IN ACCORDANCE WITH THE DECLARATION.

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

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

THIS DWELLING UNIT IS WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$54,510 FOR A SINGLE-FAMILY UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$33,418 FOR A SINGLE-FAMILY UNIT, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL

ASSESSMENT OF \$1,817 FOR A SINGLE-FAMILY UNIT, FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID ONE TIME AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. INITIAL PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, INITIAL PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. INITIAL PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

PURCHASER'S INITIALS: _____

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

1.3 Relief to Prospective Initial Purchaser for Owner Default.

1.3.1 Owner shall provide relief, in the manner provided by this Section

1.3 to any Prospective Initial Purchaser who has not yet closed on a Dwelling Unit if any one of the following events shall occur (an "Owner Default");

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

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

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

1.3.2. In the event of any Owner Default that is not cured by a timely Late Notice (as hereinafter defined), a Prospective Initial Purchaser may, in writing (a "Termination Notice"), elect to rescind the Purchase Contract at any time prior to closing. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who terminates a Purchase Contract pursuant to this provision.

1.3.3. Prior to the receipt of a Termination Notice from a Prospective Initial Purchaser affected by an Owner Default, Owner shall have an opportunity to cure any Owner Default by providing a written notice (a "Late Notice") to such affected Prospective Initial Purchaser (i) prior to closing and (ii) within the later of ninety (90) days from (x) the date of execution of the Purchase Contract or (y) the effective date of the Ordinance (the "Cure Period"). If the Owner Default set forth in Section 1.3.1.3 is due solely to a fluctuation of interest rates on the bonds once the pricing of the bonds is completed, Owner shall have the opportunity to cure such Owner Default by providing a written notice setting forth the new annual Capital Assessments to such affected Prospective Initial Purchaser (the "Extended Late Notice") no later than the earlier of (i) the closing date of the Dwelling Unit or (ii) ninety (90)

days from the pricing of the bonds (the "Extended Cure Period"). An Owner Default cannot be cured as to an affected Prospective Initial Purchaser after the expiration of the applicable Cure Period or applicable Extended Cure Period. If Owner provides (i) a Late Notice to a Prospective Initial Purchaser during the applicable Cure Period or (ii) an Extended Late Notice during applicable Extended Cure Period, then such Prospective Initial Purchaser may still elect to rescind the Purchase Contract at anytime for a period of thirty (30) days following receipt of Late Notice or Extended Late Notice. Upon such election, Owner shall return all monies paid by the Prospective Initial Purchaser regarding the purchase of the real property identified in the Purchase Contract within ten (10) calendar days after receiving written notice from the Prospective Initial Purchaser that such Prospective Initial Purchaser has elected to rescind the Purchase Contract. No other remedies provided in Section 1.4 shall be available to a Prospective Initial Purchaser who receives an accurate Late Notice or Extended Late Notice during the Cure Period or Extended Cure Period, as applicable, regardless of whether the Prospective Initial Purchaser elects to rescind the Purchase Contract.

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

THE DWELLING UNIT YOU ARE PURCHASING IS SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT AND A RELATED DECLARATION OF RESTRICTIVE COVENANTS WHICH REQUIRES THAT CERTAIN NOTICES BE GIVEN TO PURCHASERS BY OWNER. THIS IS A [*LATE NOTICE* or *EXTENDED LATE NOTICE*] UNDER SUCH DECLARATION. IF OWNER PROVIDES YOU WITH THIS [*LATE NOTICE* or *EXTENDED LATE NOTICE*] DURING THE APPLICABLE CURE PERIOD, THEN YOU AS A PROSPECTIVE INITIAL PURCHASER MAY STILL ELECT TO RESCIND THE PURCHASE CONTRACT FOR A PERIOD OF THIRTY (30) DAYS FOLLOWING RECEIPT OF THIS [*LATE NOTICE* or *EXTENDED LATE NOTICE*]. UPON SUCH ELECTION, OWNER SHALL RETURN ALL MONIES PAID BY YOU AS THE

PROSPECTIVE INITIAL PURCHASER REGARDING THE PURCHASE OF THE REAL PROPERTY IDENTIFIED IN THE PURCHASE CONTRACT WITHIN TEN (10) CALENDAR DAYS AFTER RECEIVING YOUR WRITTEN NOTICE YOU HAVE ELECTED TO RESCIND THE PURCHASE CONTRACT., AND ALL OTHER PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS NOT INCONSISTENT WITH THE REMEDIES SET FORTH HEREIN SHALL GOVERN. NO OTHER REMEDIES PROVIDED IN SECTION 1.4 OF THE DECLARATION SHALL BE AVAILABLE TO YOU AS A PROSPECTIVE INITIAL PURCHASER IF YOU RECEIVE THIS [LATE NOTICE or EXTENDED LATE NOTICE] DURING THE APPLICABLE CURE PERIOD, REGARDLESS OF WHETHER YOU AS A PROSPECTIVE INITIAL PURCHASER ELECT TO RESCIND THE PURCHASE CONTRACT.

1.3.5. If the Owner Default involves the failure to provide a Purchase Contract Notice or Owner provided a Purchase Contract Notice in substantially the correct form and location; however, such Purchase Contract Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the annual Capital Assessments by more than five percent (5%), then the Late Notice or Extended Late Notice shall also contain the following:

YOUR PURCHASE CONTRACT PROVIDES THAT THE PURCHASE PRICE FOR YOUR DWELLING UNIT IS AS FOLLOWS: [INSERT PURCHASE PRICE INFORMATION]. THIS DWELLING UNIT IS OR WILL BE WITHIN A COMMUNITY DEVELOPMENT DISTRICT ("DISTRICT"). THE DISTRICT PLANS TO ISSUE OR HAS ISSUED BONDS THAT WILL HAVE PRINCIPAL AND INTEREST PAYMENTS APPLICABLE TO THIS DWELLING UNIT OVER A PERIOD OF UP TO THIRTY (30) YEARS TO FUND CONSTRUCTION OF INFRASTRUCTURE SERVING THE PROPERTY IN THE ESTIMATED AGGREGATE AMOUNT OF \$54,510 FOR A SINGLE-FAMILY UNIT. THE DWELLING UNITS SHALL BE ASSESSED AN ESTIMATED CAPITAL ASSESSMENT OF \$33,418 FOR A SINGLE-FAMILY UNIT, IF PAID IN FULL AT CLOSING, OR AN ESTIMATED ANNUAL CAPITAL ASSESSMENT OF \$1,817 FOR A SINGLE-FAMILY UNIT, FOR ITS PROPORTIONATE SHARE OF DEBT SERVICE ON THE BONDS UNTIL SUCH BONDS ARE PAID IN FULL. WHETHER THE CAPITAL ASSESSMENT IS PAID IN FULL AT CLOSING OR IN ANNUAL INSTALLMENTS IS AT THE OPTION OF THE PURCHASER TO BE EXERCISED AT THE TIME OF CLOSING. THESE AMOUNTS ARE DUE OVER THE TERM OF THE BONDS IN ADDITION TO THE PURCHASE PRICE. PURCHASER ALSO UNDERSTANDS THAT IF THE ACTUAL ANNUAL CAPITAL ASSESSMENTS ON THE DWELLING UNIT ARE MORE THAN FIVE PERCENT (5%) HIGHER THAN THE ESTIMATED AMOUNT PROVIDED HEREIN, PURCHASER SHALL HAVE THE RIGHT TO RESCIND THIS AGREEMENT AT ANY TIME PRIOR TO CLOSING. PURCHASER FURTHER ACKNOWLEDGES AND AGREES THAT THE ESTIMATED AMOUNT OF CAPITAL ASSESSMENTS DOES NOT INCLUDE ADMINISTRATIVE

ASSESSMENTS WHICH SHALL BE LEVIED BY THE DISTRICT FOR OPERATIONS AND INFRASTRUCTURE MAINTENANCE AND MAY VARY FROM YEAR TO YEAR AND FROM TIME TO TIME. IN THE EVENT OF ANY CONFLICT BETWEEN THE DISCLOSURES IN THIS PROVISION AND THE ATTACHED CDD NOTICE, THE CDD NOTICE SHALL CONTROL.

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

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

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

1.4.2. In the event that Owner gave to an Actual Initial Purchaser (i) both a timely CDD Notice and Purchase Contract Notice and either underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments (as set forth in Table 1 of the CDD Notice) by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice or (ii) a timely CDD Notice and no Purchase Contract Notice, if applicable, and the CDD Notice underestimated the actual Capital Assessment, if paid in full at closing, by more than five percent (5%) and/or the actual annual Capital Assessments by more than five percent (5%) and such underestimate was not corrected by a timely and accurate Late Notice or Extended Late Notice, then such Actual Initial Purchaser may demand, in writing, that Owner (a) pay such actual Initial Purchaser, in the event he or she elects to pay the Capital Assessment in full at closing, an amount equal to the difference between the actual Capital Assessment due at closing and the estimated Capital Assessment due at closing disclosed in the CDD Notice to the Actual Initial Purchaser or pay such Actual Initial Purchaser, in the event he or she elects to pay an annual Capital Assessment, an amount equal to the difference between the actual aggregate amount of annual Capital Assessments, calculated over the term of the bonds, levied and imposed by the District on such Dwelling Unit and the aggregate amount of estimated annual Capital Assessments, calculated over the term of the bonds, actually disclosed in the CDD Notice to the Actual Initial Purchaser or, (b) if less, the amount necessary to prepay all Capital Assessments principal and interest on such Capital Assessments principal through the next applicable bond payment date with respect to the Dwelling Unit.

1.4.3. In the event that Owner gave an Actual Initial Purchaser a timely CDD Notice and such CDD Notice underestimated the actual annual Administrative

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

1.4.4. Upon such demand by an Actual Initial Purchaser under this Section 1.4, Owner shall deliver the applicable amount to the Actual Initial Purchaser within ten (10) calendar days after: (1) receipt of written demand, or (2) after the date Capital Assessments and Administrative Assessments first become payable, whichever is later, unless Owner and Actual Initial Purchaser agree to another manner or time of payment. An Actual Initial Purchaser shall provide to Owner written notice of election of remedy in this Section on or before one (1) year after the earlier of (1) the date that Capital Assessments and Administrative Assessments first appear on the Actual Initial Purchaser's Combined Real Property tax bill for the affected Dwelling Unit or (2) if such assessments are directly billed by the District and do not appear on the Actual Initial Purchaser's Combined Real Property tax bill, then the date that such Capital Assessment and Administrative Assessments first appear on any bill sent to the Actual Initial Purchaser by the District for the affected Dwelling Unit. After the expiration of that year, Owner shall not be obligated to provide any relief to such Actual Initial Purchaser under this Declaration.

1.4.5. Nothing in this Section 1.4 shall be construed to relieve any Actual Initial Purchaser of the individual Dwelling Unit of liability for all lawful taxes and assessments

including, but not limited to, any tax liability resulting from Owner's payments to such Actual Initial Purchaser under Section 1.4.

1.5 Additional Disclosure through District Sign

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

KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT

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

1.6. Inspection of District Records by County Representatives

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

1.7. Sole Provider of Water, Wastewater, and Reuse Service

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

1.8. Application for Multi-Purpose Special Taxing District to Maintain Infrastructure

Keys Gate Residential Multipurpose Maintenance Special Taxing District ("Special Taxing District") was created by the Board of County Commissioners on January 22, 2020, pursuant to Ordinance No. 20-6 ("Ordinance"). The Special Taxing District is in a dormant status and, in accordance with the Ordinance, will be activated upon failure of the District or any association to provide maintenance of certain infrastructure within the District. The costs of

maintaining the infrastructure constructed with funding provided through the District shall be the responsibility of the District and its successors and assigns. In order to assure that such maintenance is performed, however, before the recording of a final plat on any portion of the Property, Owner shall submit to the Board a complete application to amend the multi-purpose special taxing district to maintain the infrastructure serving the Property including, but not limited to, roadways, drainage, walls, and landscaping, as applicable. Upon approval of the multi-purpose special taxing district by the Board, such taxing district may remain dormant until, in the sole and exclusive opinion of the Board, both the District and any homeowners' or similar association shall have failed to maintain the infrastructure serving the Property, as such failure is defined in any easement and/or covenant recorded in the public records and governing the infrastructure or similar agreement provided by Owner, or in the absence of such easement, covenant or agreement, as determined by the Board. Upon such determination, the Board shall authorize the activation of the multi-purpose special taxing district and cause the infrastructure to be maintained at the expense of such taxing district. By this provision, Owner hereby authorizes the Board and its officials, employees, and agents to enter upon the Property if the special taxing district is activated for the purpose of maintaining the infrastructure serving the Property. Owner further agrees to apply, at the time of plat, replat, or waiver of plat, as applicable, to provide for an easement for the benefit of the County and providing that at any and all times during which the infrastructure or any portion thereof is maintained by the County, the public shall have a right of perpetual access and use in those portions of the Property on which the infrastructure is located including, but not limited to, the roadways serving the Property.

2. BENEFITS AND ENFORCEMENT.

2.1. The covenants set forth in Sections 1.2, 1.3 and 1.4 shall run and be in favor of and to the benefit of Prospective Initial Purchasers and Actual Initial Purchasers of

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

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

2.3. Enforcement shall be by action against any party or person violating, or attempting to violate, any covenants herein. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for attorney and paraprofessional fees and costs and expenses and trial and upon appeal. This enforcement provision shall be in addition to any other remedies available at law or in equity, or both.

3. COVENANT RUNNING WITH THE LAND.

This Declaration on the part of Owner shall constitute a covenant running with the land and shall be recorded, at the expense of Owner in the public records of the County, following the acceptance by the Board of an ordinance approving the amendment of the District, and shall remain in full force and effect and be binding upon the undersigned Owner, and its successors and assigns, until such time as the same is modified or released. These restrictions during their lifetime shall be for the benefit of, and litigation upon, all present and future owners of the

Property and for the public welfare. Owner, on behalf of itself and its heirs, successors, and assigns, acknowledges that acceptance of this Declaration does not in any way obligate the County to undertake the construction or maintenance of any infrastructure or any other duty or obligation of the District.

4. TERM.

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

5. MODIFICATION, AMENDMENT, OR RELEASE.

This Declaration may be modified, amended, or released as to the land herein described, or any portion thereof, by a written instrument executed by the then owner(s) of all of the Property, or of such portion as will be affected by the modification, amendment, or release, including joinders of any and all mortgagees, provided that the same is also approved by the Board, after public hearing.

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

6. ELECTION OF REMEDIES.

All rights, remedies, and privileges granted herein shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor

shall such exercise preclude the party exercising the same from exercising such other additional rights, remedies, or privileges.

7. SEVERABILITY.

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

8. ACCEPTANCE OF DECLARATION.

Owner acknowledges that acceptance of this Declaration does not obligate the County in any manner with respect to the District, or with respect to any land use application on the Property, nor does it entitle Owner to a favorable recommendation or the approval of any application, zoning or otherwise, and the Board and/or any Community Zoning Appeals Board and other County boards, officials, and employees retain full authority to approve or deny such application.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the undersigned has set its hand and seal to this Declaration of Restrictive Covenants this 14th day of December 2021.

OWNER:

KEYS GATE III TRUST, u/i/d June 30, 1998

By: Cliff Lincoln
Name: CLIFFORD LINCOLN
Title: SUCCESSOR TRUSTEE

STATE OF Florida
COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this 14th day of December, 2021, by CLIFFORD LINCOLN, the SUCCESSOR TRUSTEE OF THE KEYS GATE III TRUST, u/i/d June 30, 1998. He is personally known to me or produced _____ as identification.



Christina Vargas
Notary Public, State of Florida
Print Name: Christina Vargas
My commission expires: 5/18/23

Exhibit A

LEGAL DESCRIPTION

The West 812.22 feet of Tract "U-1", of "Keys Gate No. One", according to the Plat thereof, as recorded in Plat Book 133 at Page 3, of the Public Records of Miami-Dade County, Florida, less the West 33.90 feet of said Tract "U-1".

Exhibit B

CDD NOTICE

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Annual</u> District Capital Assessments Including Principal and Interest (see Sections 3.1 and 3.2 Below)	Estimated <u>Annual</u> Administrative Assessments (includes both Operations and Infrastructure Maintenance Assessments) (see Section 3.4 Below)	Estimated Total <u>Annual</u> District Assessments Due for each of the District's first three (3) fiscal years (see Section 3.5 Below)
Single-Family	\$1,817.00	\$235.00	\$2,052.00

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

Type of Dwelling Unit (and Phase, if Applicable)	Estimated <u>Monthly</u> District Operations Assessments	Estimated <u>Monthly</u> District Infrastructure Maintenance Assessments	Estimated <u>Monthly</u> District Capital Assessments (Estimated Annual District Capital Assessments divided by 12)
Single-Family	\$11.75	\$7.83	\$151.42

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

Type of Dwelling Unit (and Phase, if Applicable)	Initial Estimated Prepayment Amount to Pay off Dwelling Unit's pro rata share of District Bonds at time Dwelling Unit Closes (this amount declines as principal payments are made annually and does NOT include interest that may be due through the next applicable bond payment date)	Estimated <u>Total</u> Capital Assessments including Principal and Interest if Capital Assessments are Paid Annually (No Prepayment) over Thirty (30) years (Estimated Annual District Capital Assessments times 30)
Single-Family	\$33,418.00	\$54,510.00

_____ PURCHASER'S INITIALS

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

_____ PURCHASER'S INITIALS

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

_____ PURCHASER'S INITIALS

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

_____ PURCHASER'S INITIALS

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

_____ PURCHASER'S INITIALS

3.2. Amount. The estimated amount of annual District Capital Assessments including principal and interest levied on each Dwelling Unit is expected to be approximately **\$1,817.00** for a Single-Family unit (approximately **\$151.42** per month), which sum shall be payable annually for the term of the Bonds (the principal repayment period may not exceed thirty (30) years). The aggregate amount of District Capital Assessments including principal and interest expected to be levied and imposed on each Dwelling Unit over the term of the Bonds is approximately **\$54,510.00** for a Single-Family unit.

_____ PURCHASER'S INITIALS

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

_____ PURCHASER'S INITIALS

3.4 District Administrative Assessments. In addition to District Capital Assessments, the District will impose an annual non-ad valorem assessment to fund District operations and maintenance of its Public Infrastructure (collectively, "**District Administrative Assessments**"). Each Dwelling Unit shall be subject to District Administrative Assessments. The budget from which District Administrative Assessments are derived is subject to change each year and may vary from year to year and from time to time. During each of the first three (3) fiscal years of the District, it is anticipated that District Administrative Assessments for the Dwelling Unit will be approximately **\$235.00** per year per Dwelling Unit, after which time such assessments may vary from year to year and from time to time.

_____ PURCHASER'S INITIALS

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

_____ PURCHASER'S INITIALS

PURCHASER:

PURCHASER:

Print Name: _____
Date: _____

Print Name: _____
Date: _____

EXHIBIT H
RESOLUTION OF THE DISTRICT

RESOLUTION NO. 2022-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT COUNSEL AND DISTRICT STAFF TO FILE A PETITION WITH MIAMI-DADE COUNTY, FLORIDA TO EXPAND THE BOUNDARIES OF THE DISTRICT; AND PROVIDE AN EFFECTIVE DATE.

WHEREAS, Kingman Gate Community Development District (“District”) has received a request from the landowners of adjacent parcels, that the landowners’ parcels be annexed into the District; and

WHEREAS, the District Board of Supervisors (“Board”) has determined that it is in the best interests of the District and its residents to expand the boundaries of the District; and

WHEREAS, pursuant to Section 190.046, Florida Statutes, the District Board proposes to expand the District by approximately 10+/- acres.

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

SECTION 1. The foregoing recitals clauses are true and correct and are hereby incorporated into this Resolution by reference.

SECTION 2. The District hereby authorizes, ratifies and confirms the filing with Miami-Dade County, Florida, and City of Homestead, Florida, a petition to expand the boundaries of the District to include the area described in Exhibit “A” attached hereto (the “Expansion Area”), all in accordance with Section 190.046, Florida Statutes.


SECTION 3. The proper District officials are hereby authorized and directed to take all steps necessary to effectuate the intent of 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 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 take effect upon adoption.

THIS RESOLUTION WAS PASSED AND ADOPTED THIS 19 DAY OF November, 2021.

By: 
Secretary/Assistant Secretary
Print Name: Luis Hernandez

**KINGMAN GATE COMMUNITY
DEVELOPMENT DISTRICT**

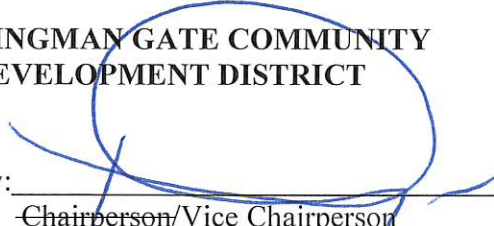
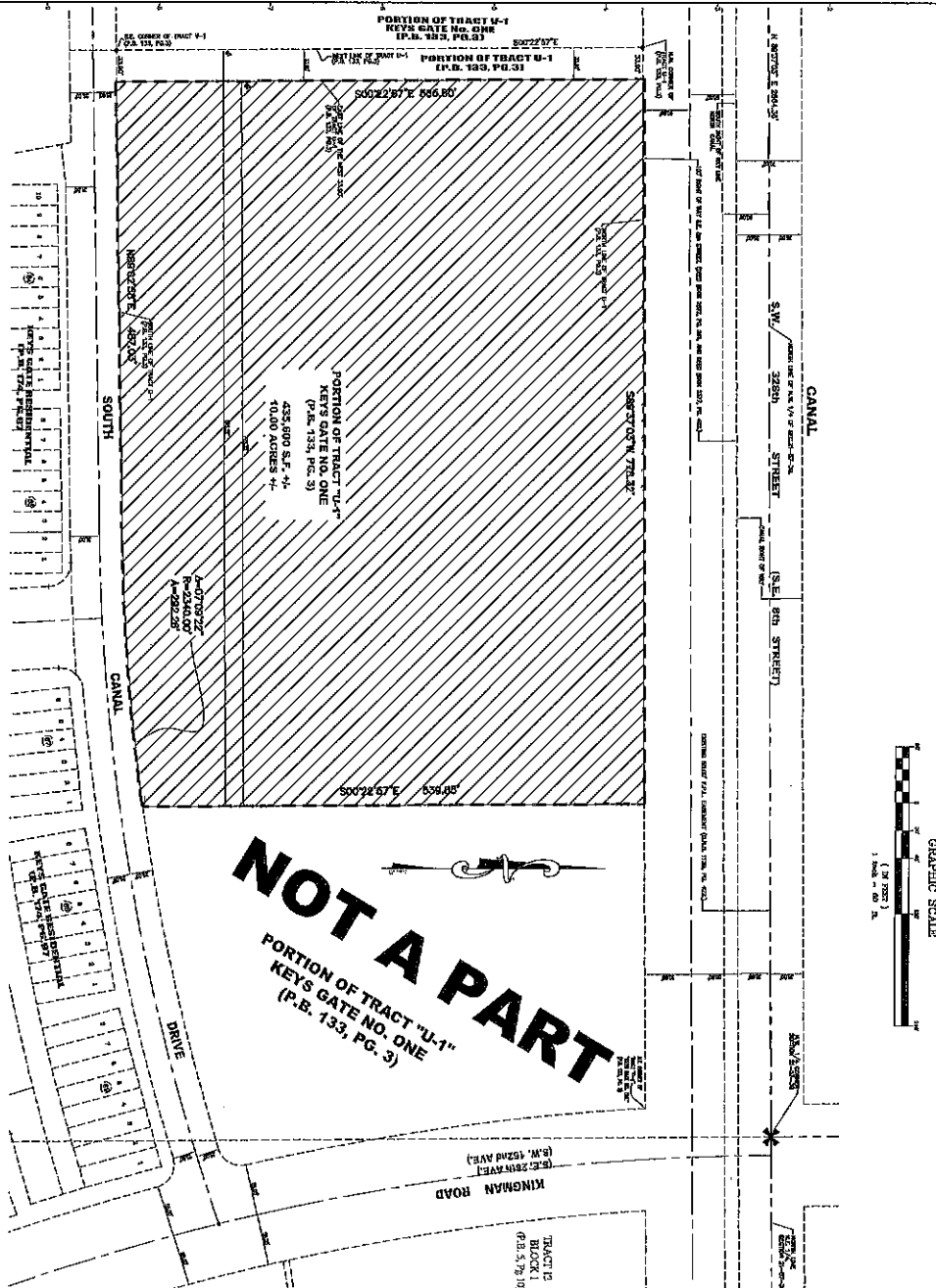
By: 
Chairperson/Vice Chairperson
Print Name: Teresa Baluja

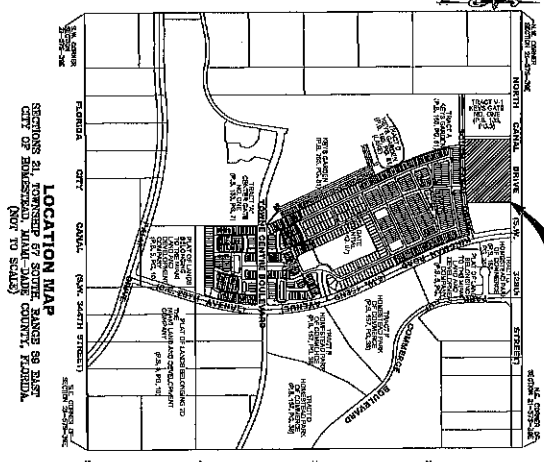
Exhibit "A"

KINGMAN GATE CDD ANNEXATION PARCEL



NOT A PART

PORTION OF TRACT "U-1"
KEYS GATE NO. ONE
(P.B. 133, PG. 3)



LEGAL DESCRIPTION:
The West 812.22 feet of Tract "U-1", of Keys Gate No. One, according to the Plat thereof as recorded in Plat Book 133 of Page 3 of the Public Records of Miami-Dade County, Florida, and the West 528.00 feet of said Tract "U-1".

SURVEYOR'S NOTES:
1) - This is not a boundary survey, but only a graphic depiction of the description shown herein.
2) - No warranty is made as to the accuracy of the information shown herein, and no liability is assumed by the Surveyor for any errors or omissions in this report or for any consequences that may result therefrom.
3) - There may be additional restrictions and claims on this parcel, and the Surveyor is not responsible for their discovery or resolution.
4) - No other utilities and easements shown hereon are based on an assumed level of accuracy.
5) - The location and legal description shown herein is based on the information provided by the client.
6) - No other research has been performed to determine if there are any existing, pending or future claims on this parcel, and the Surveyor is not responsible for their discovery or resolution.
7) - Containing 425,600 Square Feet or 10.00 Acres more or less.

SURVEYOR'S CERTIFICATE:
I hereby certify to the best of my knowledge and belief that this drawing is a true and correct representation of the facts as shown on the ground, and that I am a duly licensed and qualified Surveyor of the State of Florida, and that I am not a party to any fraud or other illegal act in connection with this survey.
I further certify that this sketch was prepared in accordance with the applicable provisions of Chapter 461, Florida Statutes, and that I am not a party to any fraud or other illegal act in connection with this survey.
Tord, Armandoza & Fernandez, Inc. L.L.C. #6567
Date: October 24, 2023
Number:

By:
Tord, Armandoza & Fernandez, Inc. L.L.C. #6567
Date: October 24, 2023

KINGMAN GATE CDD ANNEXATION PARCEL		RECORD OF REVISION	
SKETCH AND LEGAL DESCRIPTION LOCATION MAP, LEGAL DESCRIPTION AND SURVEYOR'S NOTES LENNAR HOMES, LLC		No.	DATE
PROJECT ADDRESS: PARKWAY, 8776 AVENUE 54 FLOOR 5000, MIAMI, FL 33157		DESCRIPTION	BY APP.
PROJECT LOCATION: SECTION 21, TOWNSHIP 27 SOUTH, RANGE 50 EAST, CITY OF HIGHLAND, MIAMI-DADE COUNTY, FLORIDA			
DATE: OCTOBER 24, 2023		SCALE: 1" = 60'	
PROJECT NUMBER: 05B063-1000		DRAWN BY: [Signature]	

EXHIBIT I

RESOLUTION OF THE CITY OF HOMESTEAD

CITY OF HOMESTEAD, FLORIDA

RESOLUTION NO. R2023-04-59

A RESOLUTION OF THE CITY OF HOMESTEAD, FLORIDA, EXPRESSING SUPPORT FOR THE EXPANSION OF THE KINGMAN GATE COMMUNITY DEVELOPMENT DISTRICT (CDD), AGGREGATELY ENCOMPASSING APPROXIMATELY 89.62 NET ACRES, MORE OR LESS, HAVING EXTERNAL BOUNDARIES AS DEPICTED AND LEGALLY DESCRIBED IN EXHIBIT "A;" APPROVING SUCH ACTION BY MIAMI-DADE COUNTY BOARD OF COUNTY COMMISSIONERS; PROVIDING FOR TRANSMITTAL BY THE CITY CLERK; PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Homestead (the "City") previously expressed its support for the creation and establishment of the dormant Kingman Gate Multipurpose Special Taxing District, encompassing approximately 79.62 net acres (approximately 84.96 gross acres), pursuant to Resolution No. 2019-04-38; and

WHEREAS, the Applicant, Keys Gate III Trust, plans to petition Miami-Dade County to consider the adoption of an ordinance to expand the Kingman Gate Community Development District ("CDD") for a total of 89.62 net acres, pursuant to Chapter 190, Florida Statutes; Article VIII, Section 6(1) of the Florida Constitution; and the Dade County Home Rule Charter, for the lands described in Exhibit "A," and

WHEREAS, Miami-Dade County has indicated that it will not approve or expand a CDD without the support of the City when all of the lands of the CDD are located within the City boundaries; and

WHEREAS, the City Council finds that the proposed expanded CDD will constitute a timely, efficient, effective, responsive and economic method of delivering

community development services in the area, without overburdening the City's taxpayers; and

WHEREAS, the City Council finds that it is in the best interest of the community and its residents to support the expansion of the CDD as a reasonable alternative to the financing, construction, delivery and long-term operation, management, and ongoing maintenance of basic infrastructure servicing the proposed residential development.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOMESTEAD, FLORIDA:

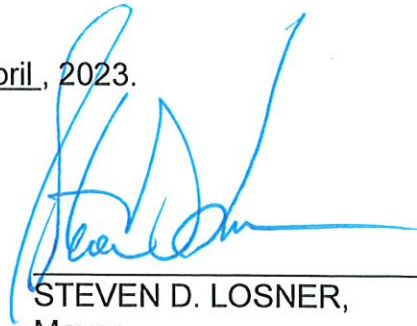
Section 1. Recitals Adopted. That each of the above-stated recitals is hereby adopted and confirmed.

Section 2. Approval. In accordance with County Code Section 18-2, the City of Homestead, Florida hereby expresses its support for the expansion of the Kingman Gate Community Development District, aggregately encompassing approximately 89.62 net acres, more or less, having external boundaries as depicted and legally described in Exhibit "A," attached hereto and incorporated herein, for consideration by Miami-Dade County.

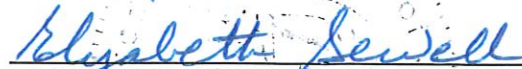
Section 3. Transmittal by City Clerk. The City Clerk is hereby directed to provide a certified copy of this Resolution to the Miami-Dade County Board of County Commissioners.

Section 4. Effective Date. That this resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 19th day of April, 2023.


STEVEN D. LOSNER,
Mayor

ATTEST:


ELIZABETH SEWELL, MPA, MMC, FCRM
City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
FOR THE USE AND BENEFIT OF THE CITY ONLY:


WEISS SEROTA HELFMAN COLE & BIERMANN, P.L.
City Attorney

Moved by:
Seconded by:
Council Vote:

Councilman Sean L. Fletcher
Vice Mayor Julio Guzman
7-0

FINAL VOTE AT ADOPTION

Mayor Steven D. Losner
Vice Mayor Julio Guzman
Councilwoman Erica G. Ávila
Councilwoman Patricia D. Fairclough-Staggers
Councilwoman Jenifer N. Bailey
Councilman Sean L. Fletcher
Councilman Larry Roth

YES

YES

YES

YES

YES

YES

YES

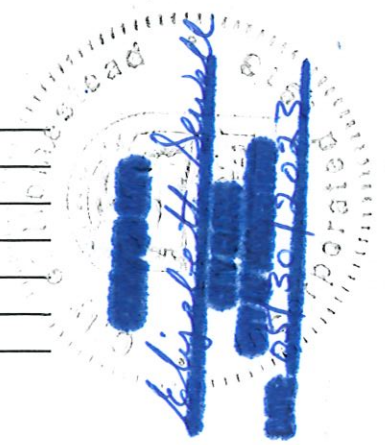
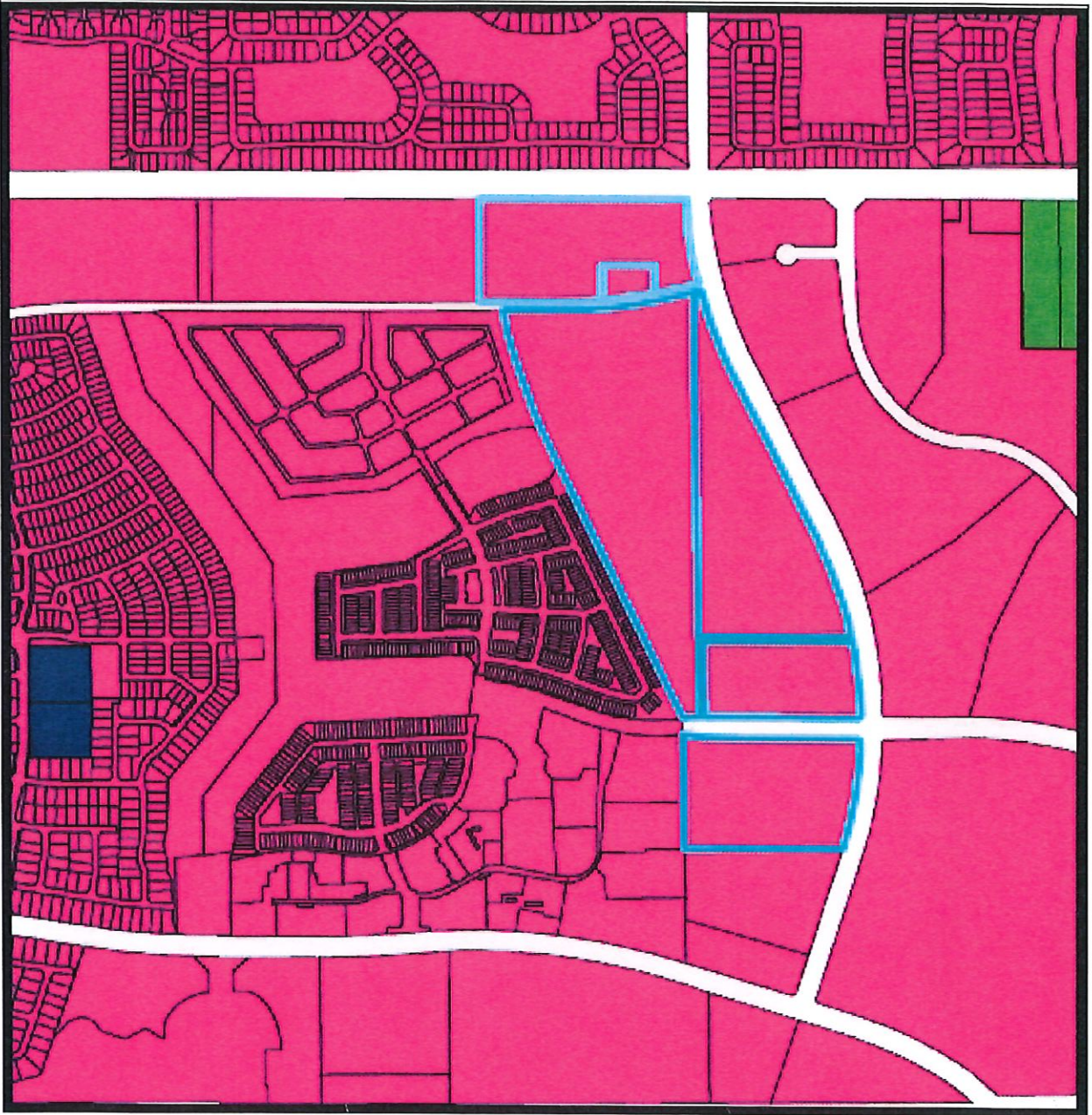


Exhibit "A"

KINGMAN GATE CDD BOUNDARY MAP AND LEGAL DESCRIPTION:



LEGAL DESCRIPTION

10 ACRES PARCEL

The West 812.22 feet of Tract "U-1", of "Keys Gate No. One", according to the Plat thereof, as recorded in Plat Book 133 at Page 3, of the Public Records of Miami-Dade County, Florida, less the West 33.90 feet of said Tract "U-1".

ORIGINAL KINGMAN GATE CDD PARCELS

PARCEL 1:

A parcel of land being portion of Tracts 12, through 18 inclusive of Block 1, Tracts 1 through 3 inclusive, Tracts 13 through 16 inclusive of Block 2, and portion of Tract 1 of Block 3 of "PLAT OF LANDS BELONGING TO THE MIAMI LAND DEVELOPMENT COMPANY", according to the plat thereof, as recorded in Plat Book 5, at Page 10 of the Public Records of Miami-Dade County, Florida, all in Section 21, Township 57 South, Range 39 East and being more particularly described as follows:

Commence at the Southeast Corner of Tract V-1 of "KEYS GATE NO. ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 3 of the Public Records of Miami-Dade County Florida; thence S00deg22min57secE along the Southerly projection of the Easterly line of said Tract V-1 for 50.00 feet to an intersection with the Southerly Right-of-Way line of South Canal Drive as described and dedicated in Official Records Book 13507, Page 559 of the Public Records of Miami-Dade County, Florida; thence N89deg02min58secE along said Southerly Right-of-Way line for 99.18 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence along said Southerly Right-of-Way line for the following three (3) courses; (1) N89deg02min58secE for 422.25 feet to a point of curvature of a circular curve to the left concave to the Northwest; (2) thence Northeasterly along the arc of said curve having a radius of 2390.00 feet through a central angle of 16deg16min15sec for an arc distance of 678.71 feet to a point of reverse curvature of a circular curve to the right, concave to the Southwest; (3) thence Southeasterly along the arc of said curve having a radius of 25.00 feet through a central angle of 92deg07min58sec for an arc distance of 40.20 feet to its intersection with the Westerly Right-of-Way line of Kingman Road as described and dedicated in Official Records Book 13410, Page 149 and Official Records Book 13452, Page 2751 of the Public Records of Miami-Dade County, Florida, said point also being a point of reverse curvature of a circular curve to the left, concave to the Northeast, the following three (3) courses being along said westerly Right-of-Way line; (1) thence Southeasterly along the arc of said curve having a radius of 2610.93 feet through a central angle of 10deg23min06sec for an arc distance of 473.24 feet to the point of tangency; (2) thence S25deg28min26secE for 1050.34 feet to a point of curvature of a circular curve to the right concave to the Southwest; (3) thence Southeasterly along the arc of said curve having a radius of 2545.00 feet through a central angle of 24deg29min14sec for an arc distance of 1087.69 feet to a point of compound curvature to a circular curve to the right, concave to the Northwest; thence Southerly and Southwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 90deg34min06sec for an arc distance of 39.52 feet to a point of tangency; thence S89deg34min54secW for a distance of 960.49 feet; thence N25deg00min30secW for 1855.14 feet; thence N21deg05min02secW for a distance of 124.33 feet; thence N19deg59min55secW for 117.91 feet; thence N18deg26min59secW for a distance of 159.28 feet; thence N16deg56min29secW for a distance of 181.64 feet; thence N10deg18min52secW for a distance of 147.72 feet to the POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 2:

A parcel of Land being portions of Tracts 1 and 16, Block 3, and Tracts 9 through 13 inclusive of Block 4, of "PLAT OF LANDS BELONGING TO THE MIAMI LAND DEVELOPMENT COMPANY", according to the plat thereof, as recorded in Plat Book 5, at Page 10 of the Public Records of Miami-Dade County, Florida, all in Section 21, Township 57 South, Range 39 East and being more particularly described as follows:

Commence at the Northeast Corner of Tract "A", of "CENTER GATE No. ONE", according to the plat thereof, as recorded in Plat Book 133, at Page 7 of the Public Records of Dade County, Florida; thence S00deg31min16secE, along the Easterly Line of said Tract "A", for a distance of 14.50 feet to the POINT OF BEGINNING of the hereinafter described parcel of land; thence continue along the last described course for a distance of 647.03 feet; thence N89deg34min54secE for a distance of 865.90 feet to its intersection with the Westerly Right-of-Way line of Kingman Road as described and dedicated in Official Records Book 13410, Page 149 and Official Records Book 13452, Page 2751 of the Public Records of Dade County, Florida, said point also being on a circular curve to the left, concave to the Northwest, a radial line from said point bears N72deg52min39secW; thence Northeasterly along the arc of said curve, having for its elements a radius of 2545.00 feet, through a central angle of 14deg14min32sec for an arc distance of 632.63 feet to a point of compound curvature of a circular curve to the left, concave to the Southwest; thence Northwesterly along the arc of said curve, having for its elements a radius of 25.00 feet, through a central angle of 93deg17min55sec for an arc distance of 40.71 feet to a point of tangency; thence S89deg34min54secW for a distance of 956.23 feet to the POINT OF BEGINNING.

"EXHIBIT B to the Ordinance"

Legal Description

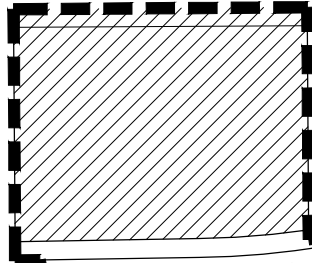
Kingman (Expansion) Legal Description

The West 812.22 feet of Tract "U-1", of "Keys Gate No. One", according to the Plat thereof, as recorded in Plat Book 133 at Page 3, of the Public Records of Miami-Dade County, Florida, less the West 33.90 feet of said Tract "U-1".

"EXHIBIT C to the Ordinance"

District Boundaries and Geographical Location Sketch

SW 328th STREET
(NORTH CANAL DRIVE / SE 8 STREET)



THEO. SE
26 ROAD

**DISTRICT
BOUNDARIES**



SOUTH CANAL DRIVE

SW
152

AVENUE

(SE
28

AVENUE / KINGMAN ROAD)

(THEO.
THEO. SW
SE 26 AVENUE - TERRACE
152 COURT

TOWN CENTRE BLVD

THEO. SW 340 STREET
(THEO. SE 21 AVENUE)

KINGMAN GATE

COMMUNITY DEVELOPMENT DISTRICT
(AMENDMENT)

 DENOTES AREAS TO BE ADDED.

(COMM. 0009)
SECTION: 57-31-21

EXHIBIT "C" TO THE ORDINANCE
(Boundaries and Geographical Location Sketch)