

CITY OF ST. AUGUSTINE CITY COMMISSION
City Commission Meeting-April 28, 2025
MONDAY, APRIL 28, 2025 - 5:00 PM
ALCAZAR ROOM

1. CALL TO ORDER

- ◆ Roll Call
- ◆ Moment of Silence and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

- ◆ Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

- 3.A.** 2025 City Commission Citizenship Awards. *(C. Niles, Event & Venue Coordinator)*
- 3.B.** 2025 Citizens' Academy Graduation Ceremony. *(R. Franklin, Assistant City Manager)*
- 3.C.** **Proclamation 2025-21:** Proclaims April 2025 as National Child Abuse and Neglect Prevention Month. *(J. Springfield, City Commissioner)*
- 3.D.** **Proclamation 2025-23:** Proclaims May 2025 as National Historic Preservation Month. *(N. Sikes-Kline, Mayor)*

4. PUBLIC COMMENTS FOR GENERAL PUBLIC COMMENTS OR FOR AGENDA ITEMS NOT REQUIRING A SEPARATE PUBLIC HEARING

- ◆ 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

7. GENERAL PUBLIC PRESENTATIONS, ITEMS OF GREAT PUBLIC IMPORTANCE, AND OTHER ITEMS REQUIRING PUBLIC HEARINGS

(PRESENTATIONS (MAXIMUM OF **10** MINUTES PER PRESENTATION)). PRESENTATIONS FOR COMMISSION MEETINGS MUST BE PRESENTED TO THE CITY MANAGER FOR APPROVAL NO LATER THAN TEN (10) WORKING DAYS PRIOR TO THE NEXT CITY COMMISSION MEETING. A PRESENTATION

SUPPORT SERVICES REQUEST (AVAILABLE ON THE CITY'S WEBSITE) MUST ACCOMPANY ALL PRESENTATIONS.

- 7.A. General Public Presentations**
- 7.B. Items of Great Public Importance**
- 7.C. Other Items Requiring Public Hearing**

8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED

- 8.A. Ordinances - Second Reading**
- 8.B. Ordinances - First Reading (only if required by law)**
- 8.C. Resolutions - Public Hearing (only if required by law)**

9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED

- 9.A. Ordinances - First Reading**
- 9.B. Resolutions**

10. STAFF REPORTS AND PRESENTATIONS

- 10.A.** Review of Public Art Installation. *(D. Birchim, City Manager)*
- 10.B.** Nights of Lights Public Engagement Schedule. *(D. Birchim, City Manager)*
- 10.C.** Noise Ordinance Update. *(A. Cuthbert, Assistant Chief of Police)*
- 10.D.** Information regarding the City's Community Rating System (CRS) Program. *(A. Skinner, Director Planning and Building)*

11. ITEMS BY CITY ATTORNEY

12. ITEMS BY CITY CLERK

- 12.A.** Request for one (1) appointment to the Historic Architectural Review Board (HARB). *(D. Galambos, City Clerk)*
- 12.B.** Reminder: Open Positions on Boards and Committees. *(D. Galambos, City Clerk)*

13. ITEMS BY CITY MANAGER

14. ITEMS BY MAYOR AND COMMISSIONERS

15. ADJOURN

NOTICES: In accordance with Florida Statute 286.0105: "if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." ***In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven days prior to the proceeding at the address given on the notice. Telephone 904-825-1007; 1-800-955-8771 (TDB) or 1-800-955-8770 (V) via Florida Relay Services. The materials prepared and presented are part of the City's ongoing Florida Public Records and Government in the Sunshine compliance and are not intended to be relied upon or to reach investors or the trading markets.

CONSENT AGENDA -

- CA.1.** Preview of upcoming Commission meetings.
- CA.2.** **THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING: NONE.**
- CA.3. Reminder of Upcoming Meetings:**
- May 12, 2025 3:00 PM-Special CRA Meeting
 - May 12, 2025 3:15PM-Special City Commission Meeting
 - May 12, 2025 4:30PM-Adelaide Sanchez Award Presentation to Cyndi Stevenson
 - May 12, 2025 5:00PM-Regular City Commission Meeting
- CA.4. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:**
- March 24, 2025, Regular City Commission Meeting
 - April 14, 2025, City Commission Shade Meeting
- CA.5. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S): NONE.**
- CA.6. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING). NONE.**
- CA.7. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.**
- CA.8.** City Attorney Quarterly Report: 2nd Quarter 2024-2025. *(I. Lopez, City Attorney)*
- CA.9.** Approval for perpetual permission to use the City Crest for the annual History Festival. *(M. Wissel, Communications Director)*
- CA.10.** Approval of the Phase 3 plat for Madeira at St. Augustine. *(A. Skinner, Director Planning and Building)*
- CA.11.** Authorizes execution of the annual Nights of Lights operating agreements between the City of St. Augustine and Old Town Trolley Tours. *(C. Sakryd, Director General Services)*

End Consent Agenda

Certificate of Recognition

This certificate is proudly awarded on April 28, 2025 to

Zeni Barrett

This Citizenship Award is presented to a graduating high school senior in the St. Johns County School District who has been recognized for Character Counts! and/or for demonstrating interest and volunteerism in programs, events, or non-profit organizations in the City of St. Augustine.



CITY OF
ST. AUGUSTINE
— EST. 1565 —

BARBARA BLONDER
Vice-Mayor

NANCY SIKES-KLINE
Mayor

CYNTHIA GARRIS
Commissioner

JIM SPRINGFIELD
Commissioner

JON DEPRETER
Commissioner

Certificate of Recognition

This certificate is proudly awarded on April 28, 2025 to

Greyson Doucet

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Ava Velez

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Commissioner

JIM SPRINGFIELD
Commissioner

JON DEPRETER
Commissioner

Certificate of Completion

This certificate is proudly awarded on April 28, 2025 to

Gigi Best-Richardson

*for the successful completion of the inaugural program of the City of St. Augustine
Citizens' Academy, which introduces participants to City leadership, departments, and
day-to-day operations, providing an inside look at how the City of St. Augustine
government operates.*

Nancy Sikes-Kline, Mayor



David Birchim, City Manager

Certificate of Completion

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Cameron Dallaire

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Kyle Dallaire

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Larry 'Tio' Diaz

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Donna Dove

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Gina Fuentes

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Peggy Gardner

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Jessica Highsmith

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Kimberly Ingram-Diaz

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Steve Kramek

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Adam Lynn

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Kelsey May

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Aubrey Mulligan

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Nancy Sikes-Kline, Mayor



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Kevin Priester

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Nancy Sikes-Kline, Mayor



David Birchim, City Manager

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Melinda Rakoncay

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Harry Richardson

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Nancy Sikes-Kline, Mayor



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Certificate of Completion

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Annie Rose

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Nancy Sikes-Kline, Mayor



David Birchim, City Manager

Certificate of Completion

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Carice Schuster

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Nancy Sikes-Kline, Mayor



David Birchim, City Manager

Certificate of Completion

This certificate is proudly awarded on April 28, 2025 to

Danielle Seitz

*for the successful completion of the inaugural program of the City of St. Augustine
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Nancy Sikes-Kline, Mayor



David Birchim, City Manager

Certificate of Completion

This certificate is proudly awarded on April 28, 2025 to

Deborah Simmerson

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Nancy Sikes-Kline, Mayor



David Birchim, City Manager

Certificate of Completion

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Stacey Strumpf

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Nancy Sikes-Kline, Mayor



David Birchim, City Manager

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Scott York

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Nancy Sikes-Kline, Mayor



David Birchim, City Manager



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

***WHEREAS**, while children are vital to our country's future success, prosperity, and quality of life, they are also our most vulnerable members of society; and*

***WHEREAS**, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and*

***WHEREAS**, child abuse prevention is a community responsibility and finding solutions depends on involvement among all people; and*

***WHEREAS**, communities must make every effort to promote programs that benefit children and their families; and*

***WHEREAS**, effective child abuse prevention programs succeed because of partnerships among agencies, schools, faith based organizations, law enforcement agencies, and the business community; and*

***WHEREAS**, everyone in the community should become more aware of child abuse prevention and consider helping parents raise their children in a safe, nurturing environment; and*

***WHEREAS**, prevention remains the best defense for our children and our families.*

***NOW, THEREFORE**, be it proclaimed, by the City Commission of the City of St. Augustine, Florida that April 2025 be known as "**NATIONAL CHILD ABUSE AND NEGLECT PREVENTION MONTH**" and urges all citizens to work together to help reduce child abuse and neglect significantly in years to come.*

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of St. Augustine to be affixed this 28th day of April in the year of our Lord two thousand and twenty-five and the four hundred and fifty-ninth year of the founding of St. Augustine, the Nation's Oldest City.*

Nancy Sikes-Kline, Mayor



Est. 1565

City of St. Augustine

La Lealísima y Valerosa Ciudad de San Agustín de la Florida

PROCLAMATION

***WHEREAS**, the National Historic Preservation Act of 1966, in acknowledging the importance of protecting our nation's heritage, established a program of identification, evaluation, and protection of historic and prehistoric properties, and contains the legal basis for the federal-state-local preservation partnership commonly referred to as the Certified Local Government program; and*

***WHEREAS**, the City of St. Augustine was designated as a Certified Local Government in 1986 as a commitment to preserve, protect, and increase awareness of our unique cultural heritage, recognizing the preservation of our historic resources is in the public interest and vital to the legacy of cultural, educational, aesthetic, inspirational and economic benefits and should be maintained and enriched for future generations; and*

***WHEREAS**, four hundred sixty years ago in September 1565, our city was founded by Spaniard Don Pedro Menéndez de Aviles; the Historic American Buildings Survey (HABS) was started in anticipation of the Historic Sites Act of 1935 passage ninety years ago, with twenty-eight St. Augustine buildings recorded; sixty-five years ago in 1960, the National Historic landmark program was established, with the St. Augustine Town Plan designated fifty-five years ago in 1970; sixty years ago in 1965, a number of Spanish Colonial era building reconstructions were completed by The St. Augustine Historical Restoration and Preservation Commission based on archaeological evidence and research; fifty-five years ago in 1970, the National Environmental Policy Act (NEPA) was established, becoming a powerful tool for managing the impacts of development on our city's cultural resources; forty years ago in 1985, the Florida Growth Act resulted in the City's first Comprehensive Plan and Historic Preservation Element; thirty-five years ago in 1990, the Native American Graves Protection and Repatriation Act (NAGPRA) recognized that human remains of any ancestry "must at all times be treated with dignity and respect," a value of our Archaeology Program; and four years ago in 2021, the Sisters of St. Joseph tackled the rehabilitation of the St. Benedict the Moor Schoolhouse, which opened as the St. Joseph Neighborhood Center in 2024; and*

***WHEREAS**, for 2025 the National Trust for Historic Preservation encourages our country to reflect on the Power of Place throughout the month of May. In turn, the City of St. Augustine will continue to celebrate the city's diverse cultural heritage, local history, architecture, and archaeology found in our irreplaceable places that hold the stories of all Americans, by recognizing and honoring important points in our city's vast history and the individuals who have worked tirelessly to help preserve these places that shape our city and build community.*

***NOW, THEREFORE**, the City Commission of the City of St. Augustine does hereby proclaim **May 2025** as **National Historic Preservation Month** and calls upon all residents to join their fellow citizens in recognizing and participating in this special observance.*

***IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the City of St. Augustine to be affixed this 28th day of April in the year of our Lord two thousand and twenty-five and the four hundred and fifty-ninth year of the founding of St. Augustine, the Nation's Oldest City.*

Nancy Sikes-Kline, Mayor

2025-23

"Most Loyal and Valorous"

Title conferred on the Presidio of St. Augustine by King Philip V of Spain, November 26, 1715

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice-Mayor and City Commissioners

DATE: April 28, 2025

RE: **Discussion Item – Review of Public Art Installation (Continued from April 14)**

During the March 24, 2025 City Commission meeting, Commissioner Garris discussed moving the public art installation from the May Street/San Marco Avenue roundabout to the city owned vacant property on the east end of May Street at Hospital Creek. The city's contract with the artist allows the city to move the art installation (Section 5 – Installation of Artwork).

The public art project was approved by the City Commission on August 26, 2024. The project schedule is split into five milestones. The milestones are as follows:

1. Contract Execution (Completed) - \$50,000
2. Design Development (Completed) - \$37,500
3. Construction Documents/Fabrication Kick-off - \$100,000
4. 50% Fabrication/Installation Mobilization - \$50,000
5. Completion and Acceptance - \$12,500

Total Cost - \$250,000

Completed Milestones - \$87,500

Remaining Budget - \$162,500

I have included a copy of the contract as well as design information regarding the artwork and the site plan showing the proposed location of the artwork at the roundabout. The artwork is approximately 38 feet in length and 35 feet in width. An artwork of this size can be accommodated on the city's property at the east end of May Street, however, the process of determining the use of that property and the design of public space on that property has not been done.

Options

1. Install the public artwork at the May Street/San Marco Avenue roundabout as planned.
2. Install the public artwork at the city owned vacant land on the east side of May Street. The installation of the artwork on this property should include an initiative to design this public space.
3. Install the public artwork on another city owned park.
4. Cancel the contract for this public artwork.

David Birchim
City Manager

Project: Groundswell– Milestone 2

3/31/25



Florida Department of Transportation Community Aesthetic Feature
Conceptual Design Proposal
City of St. Augustine, FL

Pages 1-4 Renderings of Conceptual Design Proposal

Page 5- Updated Schedule

Page 6- Updated Budget

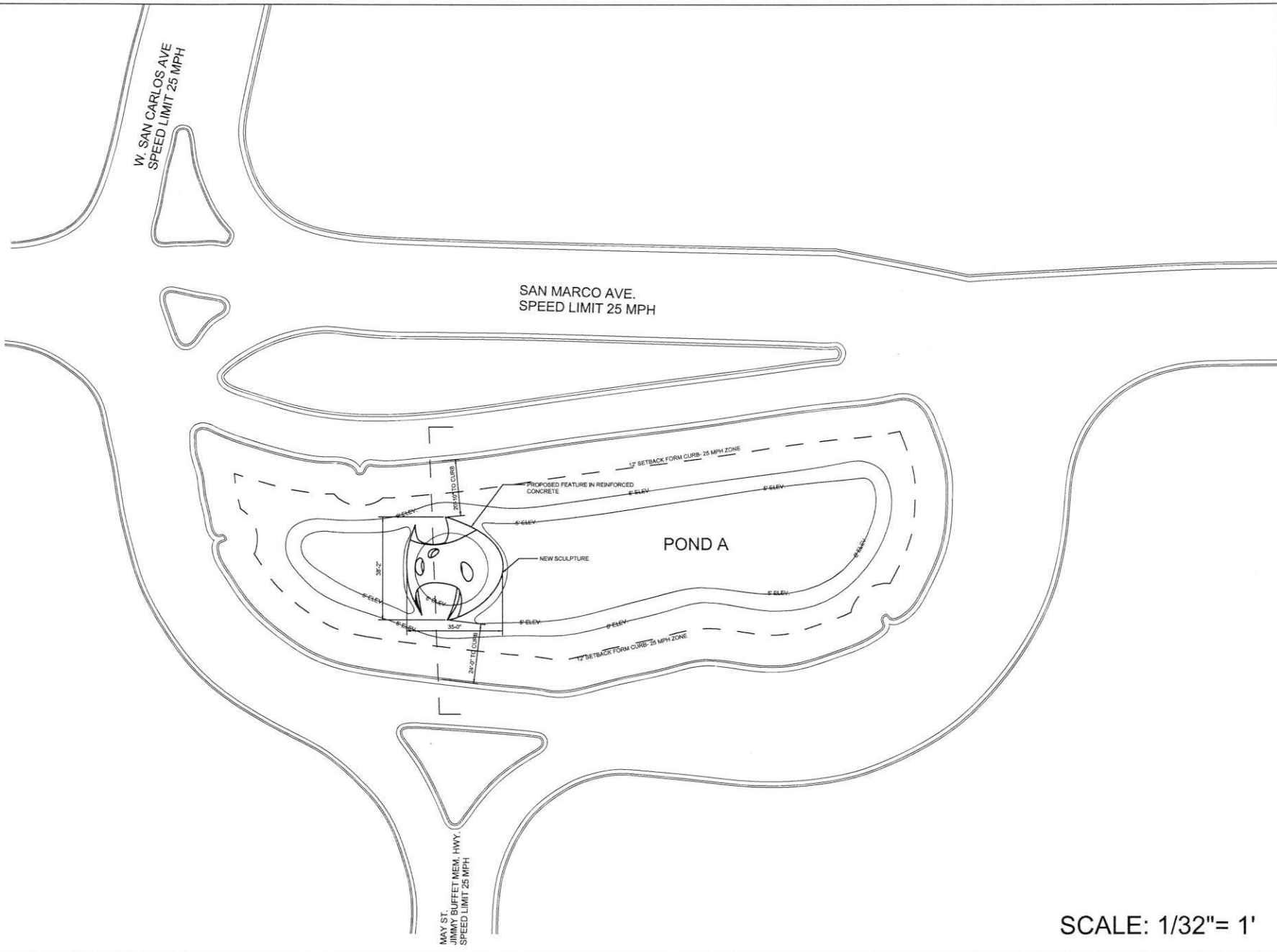
Site Drawings attached



Rendering of Groundswell- See site plan for specific locaiton



Rendering of Groundswell- See site plan for specific locaiton



depeña studio

PROJECT
GROUNDSWELL

CLIENT
CITY OF
ST. AUGUSTINE

LOCATION
MAY ST. AND
SAN MARCO AVE.

PROJECT PHASE
CONCEPTUAL
DRAWING

STRUCTURAL ENGINEER
RBHU

REVISIONS

DATE:
03.07.2025

SHEET TITLE:
SITE PLAN

SHEET:
1.00

SCALE: 1/32"= 1'

PROJECT
GROUNDSWELL

CLIENT
CITY OF
ST. AUGUSTINE

LOCATION
MAY ST. AND
SAN MARCO AVE.

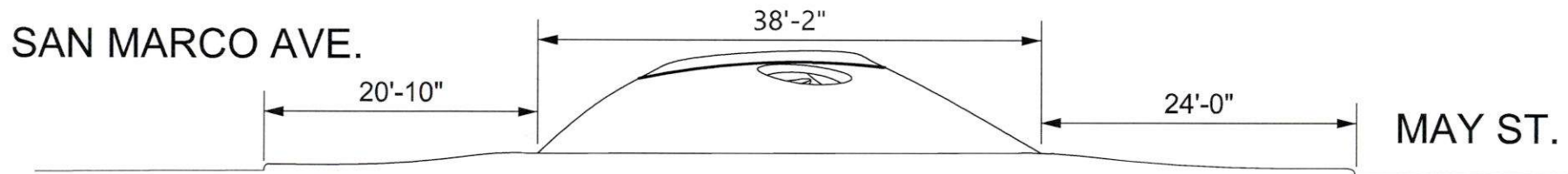
PROJECT PHASE
CONCEPTUAL
DRAWING

STRUCTURAL ENGINEER
RBHU

REVISIONS

DATE:
03.07.2025
SHEET TITLE:
SITE SECTION
SHEET:

1.01



SCALE: 1/8" = 1'

PROJECT
GROUNDSWELL

CLIENT
CITY OF
ST. AUGUSTINE

LOCATION
MAY ST. AND
SAN MARCO AVE.

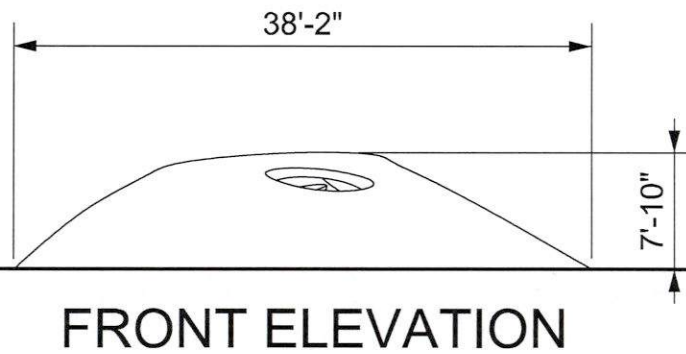
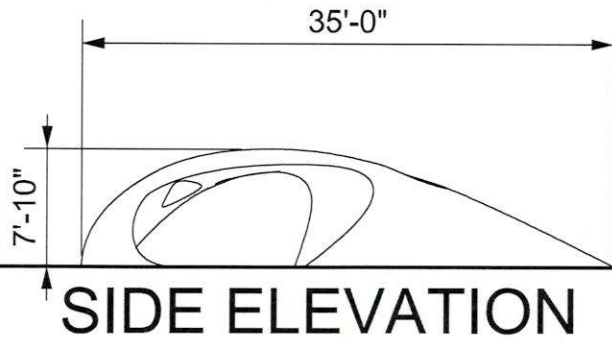
PROJECT PHASE
CONCEPTUAL
DRAWING

STRUCTURAL ENGINEER
RBHU

REVISIONS

DATE:
03.07.2025
SHEET TITLE:
ELEVATIONS
SHEET:

1.02



SCALE: 1/8" = 1'

City Owned Vacant Lot on May Street/Hospital Creek



Overview



Legend

□ Parcels

The St. Johns County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation.

Date created: 4/2/2025

Last Data Uploaded: 4/2/2025 12:15:27 AM

Developed by  **SCHNEIDER**
GEOSPATIAL

COMMISSIONED ARTWORK AGREEMENT

THIS AGREEMENT is entered into on Nov. 22, 2024 by and between CITY OF ST. AUGUSTINE, a municipal corporation organized under the laws of the State of Florida ("CITY"), and Airboat, INC dba Depeña Studio ("ARTIST") located at 804 Atando Avenue, Charlotte, North Carolina 28206.

WHEREAS, ARTIST has been commissioned to create an original work of art pursuant to RFQ No. 24026 for the CITY (hereinafter the "Artwork", and as described and defined in **EXHIBIT A** in a public space located at the roundabout at the intersection of San Marco Avenue and May Street St. Augustine, Florida, Florida 32084 (hereinafter "Site"); and

WHEREAS, CITY wishes to accept ownership of ARTIST's Artwork;

WHEREAS, the ARTIST and the CITY wish to perform under the terms and conditions of this Agreement to complete the project (the "Project").

NOW, THEREFORE, in accordance with the mutual promises contained in this Agreement and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the CITY and ARTIST hereby agree as follows:

1. TERMS OF AGREEMENT

II. Duration

This Agreement shall be effective on the date that it has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall remain in effect until the CITY receives title to the Artwork ("Termination Date").

III. Force Majeure

The CITY shall grant to the ARTIST a reasonable extension of time in the event of a Force Majeure Event. As used herein, a "Force Majeure Event" shall include governmental moratorium or unavailability of essential supplies or utilities (e.g. power or water) through no fault of ARTIST, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for delay in performance that is an actual and direct result of such Force Majeure Event. In the event that ARTIST claims a delay for a Force Majeure Event, ARTIST must make a claim for an extension in writing to CITY within five (5) business days after the occurrence of a Force Majeure Event for which such claim is being made.

2. SCOPE OF SERVICES

I. ARTIST's Obligations

- A. The ARTIST shall perform all services and furnish all supplies, material and/or work equipment as necessary for the design, fabrication, transportation, and installation of the Artwork. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- B. The ARTIST shall determine the artistic expression, design, dimensions, and materials of the Artwork, subject to review and acceptance by the CITY, as set forth in this Agreement.
- C. The ARTIST shall prepare the final design concept described in Section 2.3 of this Agreement.

- D. The ARTIST shall complete the fabrication, transportation, and installation of the Artwork by the scheduled dates as provided in the Proposed Schedule/Time Frame included in **EXHIBIT E**.
- E. The ARTIST shall arrange for the transportation and installation of the Artwork in coordination with the CITY. If the ARTIST does not install the Artwork himself, the ARTIST shall supervise and approve the installation. Prior to the installation of the Artwork, the ARTIST shall inspect the site to ensure that it is ready to accept the Artwork and compliant with the specifications provided by the ARTIST. The ARTIST shall notify the CITY of any perceived conflict, defect or non-compliance with specifications.
- F. The ARTIST shall provide required insurance in amounts and limits specified in Article 10 and **EXHIBIT D**.
- G. The ARTIST shall inform the CITY of the progress of each phase of work completed under the Agreement in the form of photographic documentation and written description as indicated in **EXHIBIT B**.

II. CITY's Obligations

- A. The CITY shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- B. The CITY shall assign an informed person ("Art Liaison") to work with the ARTIST on the Project.

III. Design

A. Concept/Schematic

The ARTIST submitted a design concept/schematic (the "Design") which was selected and approved by the CITY, consisting of colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Artwork and how it will be installed at the Site, mock-ups, color and materials samples, and proposed fabrication methods. The Design is attached to this Agreement as **EXHIBIT A**.

B. Approval

Within forty-five (45) days after the execution of this Agreement, the CITY shall notify the ARTIST if CITY requires any revisions to the Design to comply with any applicable laws, ordinances and/or regulations or for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the Design.

C. Final Design/Construction Documents

Upon approval of the Design by CITY, ARTIST is authorized to proceed with the final design which shall include the following:

- 1. any amended versions of drawings, renderings, maquettes, plans, or finish samples included in the Preliminary Design; and
- 2. engineered drawings of the Artwork's structural components, fabrication, and installation methods, which must be signed and sealed by a Florida licensed design engineer;
- 3. design meets Florida Department of Transportation (FDOT) requirements;
- 4. obtain approval from the CITY'S Corridor Review Committee; and
- 5. detailed drawings, plans and/or written descriptions of all work to be done on or to the Site by CITY before and after installation of the Artwork including, but not limited to initial surveying, leveling, landscaping, forming and pouring of concrete slabs, preparation of pedestal, walls, electrical and plumbing sources, and finish landscaping/integration (the "Final Design").

IV. Budget and Payment Schedule

A. Budget

- 1. The ARTIST shall prepare a budget, which shall include all goods, services, and materials with such costs itemized. The budget is attached hereto as **EXHIBIT C**.

2. If the ARTIST incurs costs in excess of the amount listed in the budget, the ARTIST shall pay such excess from the ARTIST's own funds unless the ARTIST obtains approval in writing for such additional costs from the CITY.
- B. Payment Schedule
 1. ARTIST's completion milestones and payment schedule is as set forth in **EXHIBIT B**.

V. Fabrication and Installation

- A. The ARTIST shall fabricate and install the Artwork in substantial conformity with the Design. The ARTIST may not substantially deviate from the Design without written approval of the CITY.
- B. The ARTIST shall provide at least ten (10) days' notice to the CITY, in writing, when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site.
- C. The CITY shall promptly notify the ARTIST of any delays impacting installation of the Artwork.
- D. The ARTIST shall inspect the Site at least ten (10) days prior to, but no greater than thirty (30) days prior to, the transportation and installation of the Artwork and shall notify the CITY, within two (2) business days of any adverse Site conditions that will impact the installation of the Artwork, and which are in need of correction. Failure to inspect the site by the ARTIST shall be deemed as an acceptance of the Site conditions.
- E. The ARTIST shall deliver and install the Artwork to the Site in accordance with the Proposed Schedule/Timeframe included in **EXHIBIT E**.
- F. The ARTIST shall be present to supervise the installation of the Artwork.
- G. Upon completion of the installation of the Artwork, the ARTIST shall provide the CITY with an executed Waiver of Artist's Rights, attached as **EXHIBIT G** and incorporated herein, and the CITY assumes responsibility for the Artwork.
- H. Upon completion of the installation of the Artwork, the ARTIST shall provide the CITY with the Art Condition Report, **EXHIBIT H**, and written instructions for the future maintenance and preservation of the Artwork that is approved by the CITY and FDOT.
- I. Notwithstanding anything to the contrary, ARTIST may not install the Artwork until receipt of written authorization by the CITY.

3. **ARTIST'S REPRESENTATIONS AND WARRANTIES**

I. Warranties of Title

The ARTIST represents and warrants that:

- A. the Artwork is solely the result of the artistic effort of the ARTIST;
- B. except as otherwise disclosed in writing to the CITY, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- C. the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- D. the ARTIST has not sold, assigned, transferred, licensed, granted, encumbered, or utilized the Artwork, or any element thereof, or any copyright related thereto, which may affect or impair the rights granted pursuant to this Agreement;
- E. the Artwork is free and clear of any liens from any source whatsoever;
- F. all Artwork created by the ARTIST under this Agreement, whether created by the ARTIST alone or in collaboration with others, shall be wholly original with the ARTIST and shall not infringe upon or violate the rights of any third party;
- G. the ARTIST has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- H. all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances and with all necessary care, skill, and diligence;

- I. these representations and warranties shall survive the termination or other extinction of this Agreement;
- J. ARTIST shall provide to the CITY a signed, sworn and notarized Warranty of Title, **EXHIBIT F**, certifying that the Artwork is free of liens, claims or other encumbrances and that ARTIST has the legal ability to make this sale upon the completion of installation and final payment to the ARTIST. This Warranty of Title transfers all rights of ownership to the Artwork listed on this Agreement to the CITY and shall survive termination of this Agreement.

II. Warranties of Quality and Condition

- A. The ARTIST provides a warranty for the Work for a period of one (1) year (Warranty Period) commencing upon the date of substantial completion and acceptance of the Work by the CITY.
- B. The Parties agree that certain components or equipment incorporated into the project may be supplied by third-party manufacturers or vendors. This warranty explicitly excludes any such third-party equipment, materials, or components, which are subject to their respective manufacturers' or vendors' warranties.
- C. The ARTIST warrants that, during the Warranty Period, the Work shall be free from defects in materials and workmanship, and it shall conform to the specifications and design criteria set forth in the contract documents and approved by the CITY.
- D. In the event of any defect or non-conformity covered by this warranty, the CITY shall promptly notify the ARTIST in writing. The notification shall include a detailed description of the defect or non-conformity and any supporting documentation or evidence.
- E. Upon receipt of a valid warranty claim, the ARTIST shall, at its expense, in a reasonable time, repair or replace the defective or non-conforming part(s) of the Work. If repair or replacement is not feasible, the Contractor shall provide an alternative remedy mutually agreed upon by both Parties.
- F. This warranty shall not cover damage or defects to utilities (including but not limited to power, data, electrical and water) to the Site or damage or defects resulting from normal wear and tear, misuse, vandalism, acts of nature, or any alterations or modifications to the Work made by parties other than the Contractor without prior written consent.
- G. The CITY shall take reasonable steps to maintain and protect the Work during the Warranty Period and ensure that it is not subjected to any conditions that could reasonably be expected to cause damage or defects. The CITY shall also be responsible for ongoing site maintenance (including but not limited to landscaping, pest control, and environmental conditions), security and repair of utilities, including addressing any disruptions, outages, or issues that may affect the Work's operation. Failure to maintain the Work per the Maintenance Manual provided may result in the voiding of the Warranty Period.
- H. CITY shall maintain a record of all maintenance activities pertaining to the Work. This record shall include a log of each maintenance task, the names of individuals or organizations responsible for its execution, and any associated costs.
- I. It is considered a breach of warranty if a record of maintenance is not kept and shared every 4 months with ARTIST during the Warranty Period.

4. **SELECTION AND DISPLAY OF ARTWORK**

CITY shall have sole discretion to select and display the Artwork.

5. **INSTALLATION OF ARTWORK**

CITY shall have sole discretion to select a location for all commissioned Artwork installation. ARTIST may be required to provide two-dimensional Artwork(s) to CITY in a frame and "ready to hang." If the Artwork is

sculpture, ARTIST may be required to provide CITY with an appropriate pedestal or plinth for display purposes, and a clear cover for protection if such is deemed necessary by the CITY. Public Artwork to be displayed outdoors must be made of suitable materials to withstand the climate and specifics of the display area. If the Artwork requires signed and sealed engineering plans for installation, ARTIST will provide these to the CITY.

6. LIABILITY

ARTIST shall bear the risk of loss of, or damage to, the Artwork until the Artwork is delivered to the CITY. The ARTIST shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. Upon acceptance of the Artwork, CITY shall bear the risk of loss of, or damage to, the Artwork.

7. SIGNAGE AND PUBLIC EDUCATION

CITY shall provide any interpretive signage for the Artwork. All education programs related to the Artwork shall be coordinated through the CITY.

8. CARE OF ARTWORK

CITY shall take all reasonable care to maintain and protect the Artwork. Should the Artwork become damaged, depending on the nature and extent of damage, CITY may remove the Artwork from its display location. CITY shall exclusively have the right to determine when and if repairs and restorations to the Artwork are required. CITY shall perform repairs and maintenance for the Artwork guided by the written specifications of ARTIST provided on the Documentation Worksheet, attached as **EXHIBIT I**, that are approved by the CITY and FDOT and incorporated herein. Notwithstanding any provision in this Agreement to the contrary, CITY shall have no obligation to protect or maintain the Artwork against CITY-approved renovation to or demolition of the building or public space in or around which the Artwork is located if the Artwork cannot reasonably, in the sole discretion of the CITY, be salvaged or relocated prior to the renovation or demolition.

CITY may make reasonable inquiry to ARTIST during ARTIST's lifetime, to recommend repair and restoration of the Artwork of a significant nature. Repairs to the Artwork are considered significant if the Artwork will no longer represent the ARTIST's original work or if the Artwork damage poses a threat to public safety. Notwithstanding, CITY shall have the right to make its own repairs, restoration, or alteration of the Artwork itself or of the location and conditions of display. This section shall survive termination of this Agreement.

9. SAFETY

For any Work that is to be performed on premises that are owned or controlled by the CITY (the Premises), ARTIST has the sole and exclusive duty for the safety of the premises. ARTIST shall provide and maintain sufficient protection for the safety of its employees and other persons who may utilize the Premises, and prevent damage to CITY property, materials, and equipment. ARTIST shall at all times enforce strict discipline and good order among its employees and shall not employ any unfit person or anyone not skilled in the work assigned. Neither ARTIST nor its subcontractors shall allow or cause to be allowed any hunting or any weapons, animals, alcohol, or drugs, on or from the Premises or adjacent property. ARTIST employees shall not park their vehicles or store equipment or materials adjacent to roads where it may be a hazard to traffic. A clear distance of at least 30 feet from the edge of the pavement or right-of-way shall be kept free of any obstacles unless

otherwise authorized by the CITY. ARTIST shall ensure that only authorized personnel are allowed on the worksite and shall post notices warning both employees and the public of all safety hazards created by ARTIST.

10. INSURANCE

I. General

- A. The ARTIST acknowledges that until completion of the installation of the Artwork, any injury to property or persons caused by the Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artwork are the sole responsibility of the ARTIST, including, but not limited to, any loss occurring during the creation, storage, transportation, delivery or installation of the Artwork, regardless of where such loss occurs.
- B. Terms for the procurement and duration of insurance are provided in **EXHIBIT D**.
- C. Required insurance policies are described in **EXHIBIT D**.

II. Indemnity

The ARTIST shall indemnify, defend, and hold harmless the CITY, its representatives, employees, and elected officials, from and against all claims, causes, demands, legal fees, costs, losses, damages or other expenses occasioned by any act, conduct, negligence, error or omission by the ARTIST or its respective agents, employees or delegees in the performance of this Agreement or occasioned wholly or in part by any act, conduct, error or omission by the ARTIST or its respective agents, employees or delegees in the performance of this Agreement, occurring during the term of this Agreement. In agreeing to this paragraph, the CITY does not alter, extend or waive any defense of sovereign immunity to which it may be entitled under the Florida Constitution, section 768.28, Florida Statutes, or as otherwise provided by law. This Paragraph shall survive the termination of this Agreement. Notwithstanding any provision of this Agreement to the contrary, no Party shall recover from a party to this Agreement in an action, of whatever nature, in contract or tort, any consequential or incidental damages, lost profits, or any type of expectancy damages.

11. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

Title to the Artwork shall pass to the CITY upon completion of the Artwork, completion of installation of the Artwork, and final payment by CITY to ARTIST pursuant to **EXHIBIT B**.

12. REPRODUCTION AND CREDIT

ARTIST acknowledges and agrees that CITY may photograph or digitally copy or reproduce the Artwork for any lawful CITY purposes without ARTIST's permission or payment of copyright or other fee to ARTIST. ARTIST further acknowledges and agrees that the general public may photograph the Artwork and that any public records related to the Artwork are governed by Florida's Public Records Law. CITY assumes no role or liability for any third-party use of ARTIST's copyrighted materials, and ARTIST shall indemnify and save harmless CITY from any claims related to copyrighted materials of the Artwork. CITY shall credit the ARTIST as the creator of the Artwork when reasonably possible.

13. ARTIST AS AN INDEPENDENT CONTRACTOR

The ARTIST agrees to perform all work under this Agreement as an independent contractor and not as an employee of the CITY. The ARTIST acknowledges and agrees that the ARTIST shall not hold himself out as an authorized agent of the CITY with the power to bind in any manner. The ARTIST shall provide the CITY with the ARTIST's Tax Identification number and any proof of such number as requested by the CITY.

14. ASSIGNMENT OF ARTWORK

The work and services required of the ARTIST are personal and shall not be assigned, sublet, or transferred. Any attempt by the ARTIST to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the CITY. The CITY shall have the right to assign or transfer any and all of the CITY's rights and obligations under this Agreement, subject to the ARTIST's consent, which consent will not be unreasonably withheld.

15. TERMINATION AND DEFAULT

- I. If either party to this Agreement shall fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice of default to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have thirty (30) days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement may be terminated.
- II. If the ARTIST defaults for cause other than death or incapacitation, the ARTIST shall return to the CITY all funds provided by the CITY. All finished and unfinished drawings, sketches, photographs, and other work products prepared and submitted or prepared for submission by the ARTIST under this Agreement shall be retained by the ARTIST.
- III. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for Force Majeure Events beyond such Party's reasonable control. If a Party claims termination for a Force Majeure Event, such party must provide notice within ten (10) business days after the occurrence of a Force Majeure Event for which such termination is being made. Additionally, notice of termination of this Agreement, for a Force Majeure Event, shall be given to the non-terminating party in writing not less than ten (10) days prior to the effective date of termination.
- IV. The CITY may terminate this Agreement without cause upon sixty (60) days written notice to the ARTIST. The CITY shall pay the ARTIST for services performed and commitments made prior to the date of the termination, consistent with the schedule of payments set forth in **EXHIBIT B** of this Agreement. The ARTIST shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the ARTIST has been compensated to date under **EXHIBIT B**. The ARTIST shall retain possession and title to the plans, drawing, designs, maquettes, and models already prepared and submitted or prepared for submission to the CITY by the ARTIST under this Agreement prior to the date of termination.
- V. Upon notice of termination, the ARTIST and his subcontractors shall cease all services affected.

16. DEATH OR INCAPACITY

- I. If the ARTIST becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the ARTIST for purposes of Article 15.
- II. In the event of incapacity, the ARTIST shall assign his obligations and services under this contract to another ARTIST provided that the CITY provides written approval of the new ARTIST and so agrees

in writing. If the CITY does not agree, the CITY may elect to terminate this Agreement. The ARTIST shall retain all rights under Article 11 in the event of termination pursuant to this provision.

- III. In the event of death, this Agreement shall terminate effective the date of death. The ARTIST's heirs shall retain rights under Article 11.

17. WAIVER

The Parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

18. JURY WAIVER

In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Seventh Judicial Circuit in and for St. Johns County, Florida, for claims under State law, and in the Middle District of Florida for claims justiciable in federal court. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT. This clause shall survive the expiration or Termination of this Agreement.

19. AMENDMENTS

No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

20. CONFLICT WITH THE LAW

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall be held by a court of competent jurisdiction or arbitration panel to be in conflict with the laws, rules and/or regulations of the United States or the State of Florida, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

21. CHOICE OF LAW

This contract shall be governed by the laws of the State of Florida both as to interpretation and performance.

22. ENTIRE AGREEMENT

This Agreement embodies the whole understanding of the parties hereto with respect to the subject matter set forth herein. There is no promise, term, condition or obligation between the parties with respect to the subject matter set forth in this Agreement, other than those contained herein, and this Agreement shall supersede all previous communications, representation, or agreements between the parties, either oral or written, with respect thereto.

23. COUNTERPARTS.

This Agreement may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same Agreement.

24. PUBLIC RECORDS

The CITY and the ARTIST shall, to the extent applicable, allow public access to all documents, papers, letters and other materials that are subject to the provision of Chapter 119, Florida Statutes, made or received by them in conjunction with this Agreement.

25. SALE OF ARTWORK

The CITY reserves the right to sell, donate or otherwise divest itself of the Artwork.

By my signature, I, ARTIST, am representing that:

- (1) I am fully authorized to transfer to CITY the Artwork listed in this Agreement;
- (2) The Artwork will be in good condition except where noted in the Artwork Condition Report; and
- (3) I have read and agree to abide by the terms of this Agreement.

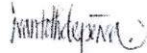
***** SIGNATURES ON FOLLOWING PAGE *****

Signed, sealed and delivered
in the presence of:


Teela Depeña (Nov 15, 2024 14:32 EST)
Witness
Printed Name: Teela Depeña

Maria Matuson
Maria Matuson (Nov 15, 2024 17:34 EST)
Witness
Printed Name: Maria Matuson

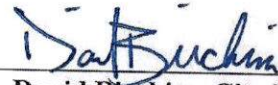
ARTIST:


Printed Name: Ivan Toth Depena

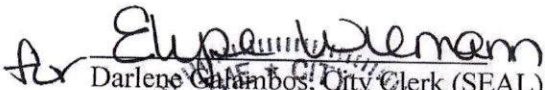
(Mailing Address) 804 Atando Avenue
Charlotte, North Carolina 28206
(Telephone Number) 980-288-6420

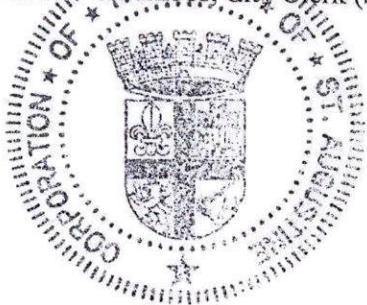
CITY:

CITY OF ST. AUGUSTINE, FLORIDA,
a municipal corporation

BY: 
David Birchim, City Manager

ATTEST:


Darlene Galambos, City Clerk (SEAL)



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

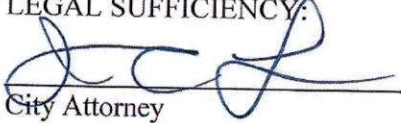

City Attorney

EXHIBIT A – Preliminary Design
EXHIBIT B – City Budget and Payment Schedule
EXHIBIT C – Artist Budget
EXHIBIT D – Insurance
EXHIBIT E – Proposed Schedule / Timeframe

EXHIBIT F – Warranty of Title
EXHIBIT G – Waiver of Artist's Rights
EXHIBIT H – Art Condition Report
EXHIBIT I – Documentation Sheet

Commissioned Artwork Agreement
Page 10 of 27

EXHIBIT A – PRELIMINARY DESIGN

Proposal: Direction 01a (Revised Unplanted) : “Groundswell or Shore Break (Working Title)”

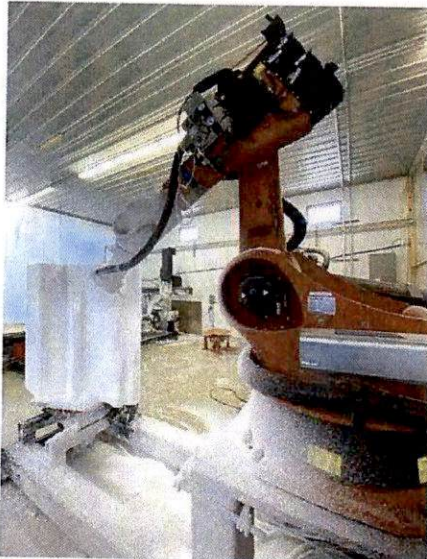


Commissioned Artwork Agreement
Page 11 of 27



Construction / Installation Option B

Cast Stone



CNC Routed Foam Used for Formwork

deperla studio



Cast Stone or GFRP

Process - Fabrication Concept Details

Commissioned Artwork Agreement
Page 12 of 27

EXHIBIT B – BUDGET AND PAYMENT SCHEDULE

The CITY shall pay the ARTIST \$250,000 (two hundred and fifty thousand dollars), which shall constitute full and complete compensation inclusive of all costs associated with this project, including but not limited to: ARTIST expenses, administration, subconsultants and engineered drawings, travel and lodging, conservation assessment, Artwork fabrication, storage, transportation and installation, related permits, licenses, taxes, and insurance, furnished by the ARTIST under this Agreement. Payment shall be made in accordance with the following milestones:

		PERCENT	AMOUNT
Milestone 1	Contract	20%	\$50,000
Milestone 2	Design Development	15%	\$37,500
Milestone 3	Construction Documents > Fabrication Kick-off	40%	\$100,000
Milestone 4	50% Fabrication > Installation Mobilization	20%	\$50,000
Milestone 5	Completion + Acceptance	10%	\$12,500

Upon completion of each milestone, the ARTIST shall submit a written invoice to the CITY requesting payment. The ARTIST shall include documentation of work completed in the form of photographs and written descriptions to indicate completion of milestones. The CITY shall submit payment within thirty (30) days of receipt of invoice.

The Parties understand that approvals are essential to move the Project forward in accordance with the agreed-upon schedule and budget. Delays in approvals may have adverse effects on both the schedule and budget, potentially resulting in additional costs and project timeline extensions. The Client agrees to use reasonable efforts to provide approvals, feedback, and instructions in a prompt and efficient manner.

The Parties recognize that unforeseen circumstances or complexities may arise during the Project, and in such cases, they shall exercise good faith and cooperation to make necessary adjustments while keeping the Project's objectives and quality intact.

Reasonable approvals will not be withheld or unreasonably delayed.

EXHIBIT C – BUDGET FROM ARTIST

Proposed Budget

Wave Sculpture	
Permitting	\$3,000.00
Structural Engineering	\$3,500.00
Materials - Concrete, Formed Green wall casing, Structural Steel Reinforcing	\$39,000.00
Concrete Footings	\$12,000.00
Formwork Fabrication and CNC Milling Costs	\$87,500.00
Shipping	\$7,500.00
Labor / Subcontractors	\$9,000.00
Equipment Rental and Installation	\$18,000.00
Electrical Engineering	\$1,500.00
Lighting	\$5,000.00
Travel, Accommodations, Local Transport, and Per Diem	\$9,500.00
Insurance and legal Services	\$2,500.00
Photo and Video Documentation	\$2,000.00
Art /Design and Admin/Project Management Fee (15%)	\$37,500.00
Contingency (5%)	\$12,500.00
Total Proposed	\$250,000.00

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor, Vice-Mayor and Commissioners

DATE: April 28, 2025

RE: **Discussion Item – Nights of Lights Public Engagement Schedule**

A public engagement effort is proposed to obtain feedback and ideas regarding large event management. This effort will focus on mobility issues including traffic circulation, pedestrian safety and parking. Stakeholders will not be limited to these topics and can present their ideas and concerns about any aspects of large events. This public engagement process is in support of a larger initiative to address traffic, parking and security issues that were evident during the last Nights of Lights holiday event.

There will be a residential stakeholder group and a business stakeholder group. These groups will meet individually on two occasions and jointly for a third meeting to provide guidance to city staff. This is an open forum for ideas and everyone is welcome to participate. All of these meetings will be held in the Alcazar Room, City Hall.

Resident – May 20, 2025 at 9am

Business – May 22, 2025 at 1pm

Residential – May 27, 2025 at 9am

Business – May 29, 2025 at 1pm

Joint Meeting – June 10 at 9am

If you have any questions, please let me know.



David Birchm
City Manager

CITY OF ST AUGUSTINE, FLORIDA

M E M O R A N D U M

TO: David Birchim
City Manager

DATE: April 16th, 2025

RE: Noise Ordinance Review Update

Dear Mr. Birchim and Members of the City Commission,

This memorandum serves as an update on the progress of the City of St. Augustine's noise ordinance revision process and outlines the upcoming steps in both legislative and operational implementation.

We have successfully completed the data collection phase necessary to support the 2nd drafting of a revised noise ordinance. This process included community impact assessments, noise mapping, and targeted observation of nightlife-related noise sources.

Two consultation meetings were held with our retained expert, Mr. Eric Zwerling, on April 4th and April 16th, 2025. These sessions were comprehensive and addressed both the technical and enforcement aspects of the ordinance, ensuring alignment with best practices and legal soundness.

At the conclusion of the second session, Mr. Zwerling advised that a completed draft of the revised ordinance will be ready by May 7th, 2025. Upon receipt, this draft will be forwarded to the City Attorney for legal review.

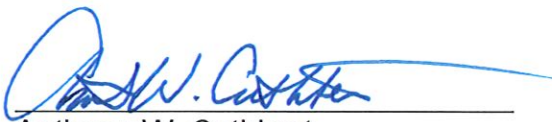
Per the Commission's guidance and scheduling, we remain on track to submit the final version of the ordinance by May 29th, 2025, in advance of the first reading scheduled for the June 9th, 2025, City Commission meeting.

In preparation for ordinance adoption, we have begun development of a robust implementation strategy within the St. Augustine Police Department (SAPD). My vision is to train and certify the majority of sworn personnel, along with our designated Nightlife Liaison, in the proper use of the noise meters and enforcement under the updated ordinance.

Initial training and certification will be conducted by Mr. Eric Zwerling shortly after ordinance adoption. I have already initiated steps to identify and designate in-house instructors who will sustain an ongoing training program to ensure continued proficiency and onboarding of new officers.

Our inventory of certified noise meters has increased from two (2) to six (6) units, thereby improving accessibility and operational capacity across shifts and patrol areas.

These measures are intended to ensure consistent, fair, and effective enforcement of the new ordinance, while maintaining our commitment to community engagement and responsiveness.



Anthony W. Cuthbert
Assistant Chief of Police

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: April 17, 2025

RE: **Information related to the City's Community Rating System (CRS) Program
- Staff Presentation**

Per your request and based on the Mayor and City Commission discussion items at the April 14th City Commission meeting. Please find attached a Memorandum from Richard "Buddy" Schauland the city's Chief Building Official (CBO) and Floodplain Manager regarding the city's Community Rating System (CRS) Program.

This memorandum provides the City Commission with a summary of the status of the city's participation in this program. The CRS is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP).

In CRS Communities, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community's efforts that address the three goals of the program:

1. Reduce and avoid flood damage to insurable property
2. Strengthen and support the insurance aspects of the NFIP
3. Foster comprehensive floodplain management

Flood insurance premium discounts in CRS communities range from 5% to 45% and are discounted in increments of 5%. Communities are rated from Class 10 to Class 1. A Class 10 community is a community that is not in the CRS program and receives no discount. A Class 9 community receives a 5% discount, with a Class 1 community receiving a 45% discount.

The city is currently considered a Class 5 community. The maintenance of this classification currently provides a 25% discount on flood insurance to properties within the city. The city currently has enough "points" in the CRS ranking system for a Class 4 community but does not have all of the necessary prerequisite requirements in addition to the point system credits to be ranked a Class 4. If the city completes these prerequisite requirements, it could mean an additional 5% reduction on flood insurance rates within the city.

The city currently has 3,025 points. This is enough to be a Class 4 community if the prerequisites are met. The city is currently lacking in two (2) areas of required prerequisites:

1. Watershed Master Plan
2. Floodplain Management Planning

Staff will be working to gain the required points for the Floodplain Management Planning requirements as this is an obtainable goal. The Watershed Master Plan is more complicated and requires a study to be done.

If you have any questions or you would like to discuss this further, please let me know.

Please place this item on April 28, 2025, City Commission meeting Agenda as a Staff Presentation.



Amy McClure Skinner, AICP
Director
Planning and Building Department

Attachments:



April 17, 2025

RE: Obtaining a Class 4 Rating on the Community Rating System (CRS)

The city participates in the Federal Emergency Management Agency's (FEMA) Community Rating System (CRS). The CRS is a voluntary incentive program that recognizes and encourages community floodplain management practices that exceed the minimum requirements of the National Flood Insurance Program (NFIP).

In CRS Communities, flood insurance premium rates are discounted to reflect the reduced flood risk resulting from the community's efforts that address the three goals of the program:

1. Reduce and avoid flood damage to insurable property
2. Strengthen and support the insurance aspects of the NFIP
3. Foster comprehensive floodplain management

Flood insurance premium discounts in CRS communities range from 5% to 45% and are discounted in increments of 5%. Communities are rated from Class 10 to Class 1. A Class 10 community is a community that is not in the CRS program and receives no discount. A Class 9 community receives a 5% discount, with a Class 1 community receiving a 45% discount. Classifications are based on the community's CRS credit points obtained in 19 credited activities. The CRS activities are organized in four categories:

- Public Information
- Mapping and Regulations
- Flood Damage Reduction
- Warning and Response

For every 500 credited points obtained, a community increases their classification. For example, a community would be a Class 5 community if they obtain 2,500 – 2,999 points, a Class 4 community if they obtain 3,000 – 3,499 points.

Each year, the community must recertify its CRS rating. The community's chief executive officer must certify that the community is continuing to implement the activities for which credit has been provided. City staff will gather information and update a Recertification form that is signed by the City Manager. This document along with other identified documents are submitted for the recertification. Separately, but a part of the recertification, staff submits every elevation certificate and dry floodproofing certificate for the year for review. The city must maintain a minimum of 90% accuracy on these certificates to remain in the CRS program.

A Class 5 or higher community will have a reverification visit every three years, below Class 5 has a visit every five years. During these visits, an Insurance Services Office (ISO) representative will visit the community and gather all documentation needed to maintain or improve their classification. The City's next reverification visit is scheduled for April 29, 2025.

For a community to obtain certain classes, they must meet certain prerequisites. To obtain a Class 4 classification, a community must demonstrate that it has programs that minimize flood losses, minimize increases in future flooding, protect natural floodplain functions, and protect people from the dangers of flooding.

The city currently has 3,025 points. This is enough points to be a Class 4 community if the prerequisites are met. The city is currently lacking in two (2) areas of required prerequisites:

1. Watershed Master Plan
2. Floodplain Management Planning

The watershed master plan has a maximum credit of 315 points. The community must earn a minimum of 90 points under this activity. Additionally, it must earn a minimum of 30 points for having a plan that manages, or considers how to manage, the runoff up to and including a 100-year flood event. This is for 50%-plus of watershed area where growth is expected, therefore the City would only need to consider a portion of watershed within the City. An excerpt from the CRS Coordinator's Manual explaining the watershed master plan is attached to this memo.

The city currently receives points for the floodplain management planning, but not enough to meet the prerequisite. The prerequisites for this activity are:

- Must earn a minimum of 50% of the maximum credit, 191 points or more, for the entire activity. The city currently has 165 points through the St. Johns County Local Mitigation Strategy (LMS).
- Must earn a minimum of 50% of the maximum credit, 60 points or more, for Step 2 – Involving the public. The city currently has 43 points for Step 2. It may be possible to adjust the LMS to meet this requirement or provide additional evidence that it's already being met.
- Must earn a minimum of 50% of the maximum credit, 26 points or more, for Step 5 – Assessment of vulnerability. The city currently has 14 points for Step 5. The recent Vulnerability Assessment update may give additional credit for this.
- Must earn a minimum of 50% of the maximum credit, 30 points or more, for Step 8 – Action plan. The city currently has 50 points for this step, meeting the requirement.

The City's Floodplain Coordinator, Raymond Deschler, has had discussions with Laura Nelson from the St. Johns County Emergency Management about the LMS. Ms. Nelson suggested adjusting the LMS to possibly meet the requirements.

As stated earlier, City staff will be meeting with the ISO representative on April 29, 2025. The results of this evaluation meeting generally take several months before the representative provides their determination on the status of the city's CRS program. All the documents and information that is submitted to the representative is sent out to subject matter experts in those areas. When the results are returned, we will be happy to update the Commission on the outcome.

Staff will be working to gain the required points for the Floodplain Management Planning as this is an obtainable goal. The Watershed Master Plan is more complicated and requires a study to be done.

The state has been an advocate for the CRS system and has worked to help communities obtain higher classifications. They are proud that Florida has the most CRS communities in the country. One way that they have been helping in the past few years is by awarding grants to communities to complete the Watershed Master Plan. During the last cycle, they awarded up to \$300,000 to communities. Each year, the grant notifications come out with a very quick turnaround time. Staff are unsure if the state will be awarding these grants in the future.

Respectfully,



R. "Buddy" Schauland, CBO, CFM

Building Official

City of St. Augustine | Planning and Building Department

P.O. Box 210 | St. Augustine, FL 32085

Office: 904.209.4327 | Mobile: 904.495.6701

Email: rschauland@citystaug.com

Web: www.CityStAug.com



Please Note: Florida has a very broad Public Records Law. Unless specifically exempt by state law, written communications to city officials or staff regarding official city business are public records available to the public and media upon request. If your email communication is related to official government business, it may therefore be subject to public disclosure.

Watershed Master Plan

The objective of watershed master planning is to provide the community with a tool it can use to make decisions that will reduce the increased flooding from future conditions that include new development, redevelopment, and the impact of climate change and sea level rise, throughout a watershed or community. The CRS gives credit for a watershed master plan that:

- Evaluates future conditions and long-duration storms,
- Evaluates the impact of sea level rise and climate change,
- Identifies wetlands and natural areas,
- Addresses the protection of natural channels, and
- Provides a dedicated funding source for implementing the plan.

The only way to completely understand watershed behavior is to do a relatively detailed study of runoff under both present and future conditions. In addition to the present- and future-conditions hydrology studies, a watershed master plan should include mitigation recommendations that are appropriate for the community. These recommendations should include the entire range of mitigation activities—regulations, public information, structural control of runoff, non-structural programs (including stormwater management regulations), protection of sensitive natural areas, and acquisition of flood-prone properties.

For CRS credit, a watershed master plan must, at a minimum, address future development (new development and/or redevelopment) within the watershed and the impact of development on flows during a 100-year event. The modeling may show that different standards are needed for different watersheds, or for different parts of the watershed. Communities may also find as a result of their modeling that their existing stormwater management regulations are adequate or they may decide to make them more stringent to prevent development from increasing the frequency and severity of existing problems.

One of the prerequisites for a CRS Class 4 is that the community receive credit for managing the impacts of a 100-year storm and/or sea level rise, where applicable, based on a watershed master plan. Most communities use various return frequencies for different design and management purposes, including onsite controls. Development of a watershed master plan does not have to change that, but it is important to understand the impact of development on runoff from the 100-year storm.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and Commissioners

DATE: April 16, 2025

RE: Request for one (1) appointment to the Historic Architectural Review Board (HARB)

Notification was previously given regarding one (1) vacancy on HARB which expired March 28, 2025. The appointment is to fill the expired term of Gaere MacDonald.

Requests for applications were placed in the St. Augustine Record and posted on the City's website. Applications were received from the following:

1. Michael C. Blake
2. Ian "Gaere" MacDonald
3. Roy Williams

Attached are the applications received from the above-referenced applicants, in addition to the current HARB roster, Board profile, and responsibilities.



Darlene Galambos
City Clerk

Attachments: Applications

xc: Clerk's Office

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee. All applications must include a cover letter and resume.

1. APPLICANT NAME MICHAEL C. BLAKE
2. BOARD/COMMITTEE DESIRED H.A.R.B.
3. RESIDENCE (Address) 4450 PUTNAM AVE., JACKSONVILLE, FL 32207
4. PHONE 904.708.0826 E-MAIL mblake@michaelblakearchitects.com
5. BUSINESS OWNED (Address) _____
6. BUSINESS PHONE _____ E-MAIL _____
7. PROPERTY OWNED (Address) _____
8. PREFERRED MAILING ADDRESS 904 MARGARET ST., JACKSONVILLE, FL 32204
9. OCCUPATION (include resume) ARCHITECT
10. PROFESSIONAL QUALIFICATIONS (submit a cover letter) SEE ATTACHED LETTER
AND RESUME
11. OTHER COMMENTS OR INFORMATION _____

12. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.		
Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.) ☐ Yes ☒ No		
Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box.		
RACIAL CATEGORY (Check as many as apply)		
☐ American Indian or Alaska Native	☒ Asian	☐ Native Hawaiian or Other Pacific Islander
☐ Black or African American	☒ White	

13. SIGNATURE OF APPLICANT

Michael C. Blake

DATE 3-13-2025

14. AGREEMENT: In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that, if appointed, it is required by the State of Florida to file a financial disclosure Form 1 with the Florida Commission on Ethics, within thirty (30) days of appointment, and each year thereafter, covering the term of appointment and to file Form 1-F upon departure from the board. Submit applications to: Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, Florida 32085.

MCB
Initial

PZB/HARB/CRC Application 2020
Updated 12/04/2019

QUALIFICATIONS FOR PLANNING AND ZONING BOARD (PZB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 2.

Qualifications: All members of the Planning and Zoning Board shall reside in the city and shall hold no government office nor receive any salary or compensation for their services to the board herein created. No member shall be appointed for more than two (2) consecutive full terms.

Please check those qualifications that apply to you:

- | | |
|---|--|
| ☒ Architect, Florida registered | ☐ Preservation Organization Officer |
| ☐ Planner, member APA or AICP | ☒ Environmental or Land Use Organization Officer |
| ☐ Real Estate Broker, w/ County occupational license | ☐ Attorney, Florida Bar |
| ☐ Educator, college level | ☐ Landscape Architect, Florida registered |
| ☐ Engineer, Florida registered | ☐ Contractor, City contractor's license |
| ☐ Merchant/Businessperson, City occupational license | |

QUALIFICATIONS FOR HISTORIC ARCHITECTURAL REVIEW BOARD (HARB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 3.

Qualifications: All members of the Historic Architectural Review Board shall hold no government office nor receive any salary or compensation for their services to the board herein created. While preference shall be given to current city residents, the city commission may appoint a non-resident upon a finding that such non-resident is uniquely qualified. No member shall be appointed for more than two (2) consecutive full terms. Alternates shall be appointed for a three (3) year term. Alternates shall have previously served as regular members and shall comply with all local and state requirements of office. Alternates will only be called upon to participate and vote at meetings in the event of an anticipated lack of quorum or bare minimum quorum of the regular members.

Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines who do not have a professional degree in any of the fields set forth in this section may be appointed by the city commission when persons with such degrees are not available for appointment, or when such appointment is determined to be in the best interest of the city.

Please check those qualifications that apply to you:

- | | |
|---|---|
| ☐ History or related fields | ☐ Art History |
| ☐ Archaeology | ☐ Former HARB Member |
| ☒ Architectural History | ☐ Other |
| ☒ Historic Architecture | |

QUALIFICATIONS FOR CORRIDOR REVIEW COMMITTEE (CRC):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 5.

Qualifications: All members of the Corridor Review Committee shall hold no government office nor receive any salary or compensation for their services to the board herein created. The initial appointment of members shall be as follows: two (2) members of the board as established herein shall be appointed for a term of three (3) years; two (2) members for a term of two (2) years; and one (1) for a term of one (1) year. Thereafter all members shall be appointed for a three (3) year term. Two (2) seats on the board shall be designated for a licensed, or retired, architect or landscape architect with preference given to those who are city residents or whose business is located within the city; and three (3) seats for property owners or tenants of properties located within the respective entry corridors: Anastasia Boulevard, San Marco Avenue, and King Street. The members of the CRC shall meet as needed, as an ad hoc committee meeting noticed by the City Clerk and shall meet at least annually to elect one (1) of its members as chairperson and one (1) as vice-chair.

Please check those qualifications that apply to you:

- | | |
|--|---|
| ☒ Architect, Florida licensed or retired | ☐ Owner of property located within Entry Corridor |
| ☐ Landscape Architect, Florida licensed or retired | ☐ Tenant of property located within Entry Corridor |

City of St. Augustine
75 King Street
St. Augustine, FL 32084

re: HARB Board Application

To whom it may concern.

Please accept this letter of interest, resume, and application for the Historic Architectural Review Board consideration.

I have been fortunate to have ongoing architectural work at many significant properties in St. Augustine. Also, I have lived in many historic southern towns, participated, and observed challenges of development with an understanding of the need to maintain the original character of those communities. This experience could be beneficial to this board.

Through high school, I lived in Natchez, MS, an historic river port town, home to the Natchez Indians, then French Fort Rosalie was established in 1716 atop the Mississippi River bluffs to guard the end of the Natchez Trace that parallels the river and provides the path back to Tennessee. It has been under the flags of the French, British, Spanish, and with each influence remaining similar to St. Augustine. Natchez celebrates yearly with balloon races and the pilgrimage to area homes spared by the Civil War and the living history of this nation's expansion beyond the Republic of West Florida. They have transitioned to new economic development to maintain the history and remain viable for citizens.

College Summers for me were spent in Havelock NC, located on a coastal marsh and home to Marine Corps Air Station Cherry Point. There I worked for a general contractor with many utilities infrastructure projects on local rivers, marshes, and the military base. After graduation from Louisiana Tech University School of Architecture in 2003, I worked in Baton Rouge, LA designing and constructing custom homes and experienced the changes brought on by Hurricane Katrina. After six months of construction work in New Orleans to repair historic homes and rebuild that devastated city, I joined Kenneth Smith Architects, Inc. of Jacksonville in 2006.

At Ken's office I have been fortunate to practice specialized historic preservation work, lighthouse restorations, and adaptive reuse projects in the region. I have documented historic structures, designed per guidelines for historic structures while upgrading to current code requirements, gained approvals from oversight entities, and working with engineers and specialty contractors. Currently, I am the project architect for the ongoing restorations and upgrades to Flagler College's Ponce Hall required due to an interior flooding event that made the East Wing unusable. So, continued care to maintain historic properties is understood and practiced.

It would be an honor to continue to serve this historic city and use my experience to contribute to St. Augustine. Thank you.



Michael C. Blake, AIA
President

Michael C. Blake, AIA



Position:

President of Michael Blake Architects LLC – a design and service oriented architectural firm specializing in the design of historic preservation / adaptive reuse, residentially scaled commercial projects, and commercial tenant improvements. Our commitment is to provide committed service to the client and community.

*Professional
Registration:*

Florida: No. AR 96125
Georgia: No. 015654

Work Experience:

Michael Blake Architects LLC 2025 to present
Responsibility includes design, management, leadership, and overall supervision of all projects

Lane Architecture, P.A. 2019-2025
Responsibility includes design, management, leadership, and overall supervision of historic restoration projects

Kenneth Smith Architects, Inc. 2006-2018
Specialized in documentation of historic buildings, exterior restorations and reroofing of historic buildings, construction documents and construction administration

Education:

Bachelor of Architecture, Louisiana Tech University 2003

Design Awards:

As a part of Kenneth Smith Architects, Inc. he participated in all projects since 2006 including: St. Augustine Lighthouse Restorations, Tovar House Restorations, Llambias House Restorations, Conversion of 3 FEC Railroad Office Towers to dormitories for Flagler College, Crisp Ellert Art Museum Addition, new In-Fill Construction of Hanke Hall Admissions Building, new in-Fill Construction of Pollard Hall Classroom Buildings, Markland Cottage Rehabilitation, Trinity Church Restorations, 65 & 66 Cuna Street Renovations, and Memorial Presbyterian Church Restorations. As a member of Lane Architecture, he participated in the conversion of Gander Mountain to Bozard Lincoln Showroom, Service Bays, Daycare, & Ford's Garage Restaurant. Michael is Project Architect for ongoing restorations and upgrades to Flagler College's Ponce Hall, Ancient City Baptist Church, various Memorial Presbyterian Church's Ingraham House, City of St. Augustine projects, and Our Lady of Pompeii Catholic Church in Jacksonville's Springfield Neighborhood.

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

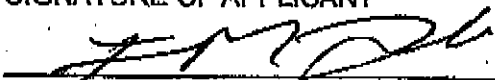
The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee. All applications must include a cover letter and resume.

1. APPLICANT NAME IAN GAERE MACDONALD
2. BOARD/COMMITTEE DESIRED HARB
3. RESIDENCE (Address) 23 Water St, St Augustine, FL 32084
4. PHONE (904) 814 7799 E-MAIL gmdconstruction@aol.com
5. BUSINESS OWNED (Address) Gaere MacDonald Const 23 Water St, St Augustine 32084
6. BUSINESS PHONE (904) 814 7799 E-MAIL Same
7. PROPERTY OWNED (Address) As above
8. PREFERRED MAILING ADDRESS 23 Water St, St Augustine, FL 32084
9. OCCUPATION (Include resume) General Contractor
10. PROFESSIONAL QUALIFICATIONS (submit a cover letter) Already on Site. I am a recent HARB member
11. OTHER COMMENTS OR INFORMATION _____

12. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race. Regardless of your answer to question 1, go to question 2.		
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Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box.		
RACIAL CATEGORY (Check as many as apply)		
☐ American Indian or Alaska Native	☐ Asian	☐ Native Hawaiian or Other Pacific Islander
☐ Black or African American	☒ White	

13. SIGNATURE OF APPLICANT



DATE 3/28/25

14. **AGREEMENT:** In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that, if appointed, it is required by the State of Florida to file a financial disclosure Form 1 with the Supervisor of Elections, St. Johns County, within thirty (30) days of appointment, and each year thereafter, covering the term of appointment and to file Form 1-F upon departure from the board. Submit applications to: Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, Florida 32085.

IGLM
Initial

QUALIFICATIONS FOR PLANNING AND ZONING BOARD (PZB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 2.

Qualifications: All members of the Planning and Zoning Board shall reside in the city and shall hold no government office nor receive any salary or compensation for their services to the board herein created. No member shall be appointed for more than two (2) consecutive full terms.

Please check those qualifications that apply to you:

- | | |
|---|---|
| ☐ Architect, Florida registered | ☐ Preservation Organization Officer |
| ☐ Planner, member APA or AICP | ☐ Environmental or Land Use Organization Officer |
| ☐ Real Estate Broker, w/ County occupational license | ☐ Attorney, Florida Bar |
| ☐ Educator, college level | ☐ Landscape Architect, Florida registered |
| ☐ Engineer, Florida registered | ☐ Contractor, City contractor's license |
| ☐ Merchant/Businessperson, City occupational license | |

QUALIFICATIONS FOR HISTORIC ARCHITECTURAL REVIEW BOARD (HARB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 3.

Qualifications: All members of the Historic Architectural Review Board shall hold no government office nor receive any salary or compensation for their services to the board herein created. While preference shall be given to current city residents, the city commission may appoint a non-resident upon a finding that such non-resident is uniquely qualified. No member shall be appointed for more than two (2) consecutive full terms. Alternates shall be appointed for a three (3) year term. Alternates shall have previously served as regular members and shall comply with all local and state requirements of office. Alternates will only be called upon to participate and vote at meetings in the event of an anticipated lack of quorum or bare minimum quorum of the regular members.

Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines who do not have a professional degree in any of the fields set forth in this section may be appointed by the city commission when persons with such degrees are not available for appointment, or when such appointment is determined to be in the best interest of the city.

Please check those qualifications that apply to you:

- | | |
|---|--|
| ☒ History or related fields | ☐ Art History |
| ☒ Archaeology | ☒ Former HARB Member |
| ☐ Architectural History | ☐ Other |
| ☒ Historic Architecture | |

QUALIFICATIONS FOR CORRIDOR REVIEW COMMITTEE (CRC):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 5.

Qualifications: All members of the Corridor Review Committee shall hold no government office nor receive any salary or compensation for their services to the board herein created. The initial appointment of members shall be as follows: two (2) members of the board as established herein shall be appointed for a term of three (3) years; two (2) members for a term of two (2) years; and one (1) for a term of one (1) year. Thereafter all members shall be appointed for a three (3) year term. Two (2) seats on the board shall be designated for a licensed, or retired, architect or landscape architect with preference given to those who are city residents or whose business is located within the city; and three (3) seats for property owners or tenants of properties located within the respective entry corridors: Anastasia Boulevard, San Marco Avenue, and King Street. The members of the CRC shall meet as needed, as an ad hoc committee meeting noticed by the City Clerk and shall meet at least annually to elect one (1) of its members as chairperson and one (1) as vice-chair.

Please check those qualifications that apply to you:

- | | |
|---|---|
| ☐ Architect, Florida licensed or retired | ☐ Owner of property located within Entry Corridor |
| ☐ Landscape Architect, Florida licensed or retired | ☐ Tenant of property located within Entry Corridor |

CITY OF ST. AUGUSTINE
APPLICATION REQUESTING APPOINTMENT TO CITY BOARD/COMMITTEE

The undersigned wishes to apply for City Commission appointment to serve in a voluntary capacity on a City of St. Augustine board or committee. All applications must include a cover letter and resume.

1. APPLICANT NAME Roy Williams
2. BOARD/COMMITTEE DESIRED HARB
3. RESIDENCE (Address) 65 Surf drive, St Augustine, FL 32080 and secondary home at 331 West River Rd , Palatka , FL 32177
4. PHONE 904 422 8986 E-MAIL rwarchitecturegroup@gmail.com
5. BUSINESS OWNED (Address) NA
6. BUSINESS PHONE 904 422 8986 E-MAIL rwarchitecturegroup@gmail.com
7. PROPERTY OWNED (Address) 65 Surf Drive, St Augustine, FL 32080
8. PREFERRED MAILING ADDRESS 2485 US Highway 1 s, Suite 84 , St Augustine, FL 32086
9. OCCUPATION (include resume) Architect , Business owner Roy Williams Architect Inc
10. PROFESSIONAL QUALIFICATIONS (submit a cover letter) Local Architect. Homes designed in Lincolnville and St Augustine Beach

Worked for Les Thomas Architect for several years.

11. OTHER COMMENTS OR INFORMATION _____

Go Gators !

12. "Ethnicity and race information is requested under the authority of 42 U.S.C. Section 2000e-16 and in compliance with the Office of Management and Budget's 1997 Revisions to the Standards for the Classification of Federal Data on Race and Ethnicity. Providing this information is voluntary and has no impact on your employment status, but in the instance of missing information, your employing agency will attempt to identify your race and ethnicity by visual observation."

Specific Instructions: The two questions below are designed to identify your ethnicity and race.
Regardless of your answer to question 1, go to question 2.

Question 1. Are You Hispanic or Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.) Yes | x No

Question 2. Please select the racial category or categories with which you most closely identify by placing an "X" in the appropriate box.

RACIAL CATEGORY (Check as many as apply)

<u> </u> American Indian or Alaska Native	<u> </u> Asian	<u> </u> Native Hawaiian or Other Pacific Islander
<u> </u> Black or African American	<u> x </u> White	

13. SIGNATURE OF APPLICANT

Roy Williams

DATE 4/15/2025

14. AGREEMENT: In filing this application, the undersigned understands that it becomes a part of the public records of the City of St. Augustine and does hereby certify that all information contained herein is true to the best of his/her knowledge. It is also understood that, if appointed, it is required by the State of Florida to file a financial disclosure Form 1 with the Florida Commission on Ethics, within thirty (30) days of appointment, and each year thereafter, covering the term of appointment and to file Form 1-F upon departure from the board. Submit applications to: Darlene Galambos, City Clerk, P.O. Box 210, St. Augustine, Florida 32085.

RW
Initial

PZB/HARB/CRC Application 2020
Updated 12/04/2019

QUALIFICATIONS FOR PLANNING AND ZONING BOARD (PZB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 2.

Qualifications: All members of the Planning and Zoning Board shall reside in the city and shall hold no government office nor receive any salary or compensation for their services to the board herein created. No member shall be appointed for more than two (2) consecutive full terms.

Please check those qualifications that apply to you:

- | | |
|---|---|
| ☐ Architect, Florida registered | ☐ Preservation Organization Officer |
| ☐ Planner, member APA or AICP | ☐ Environmental or Land Use Organization Officer |
| ☐ Real Estate Broker, w/ County occupational license | ☐ Attorney, Florida Bar |
| ☐ Educator, college level | ☐ Landscape Architect, Florida registered |
| ☐ Engineer, Florida registered | ☐ Contractor, City contractor's license |
| ☐ Merchant/Businessperson, City occupational license | |

QUALIFICATIONS FOR HISTORIC ARCHITECTURAL REVIEW BOARD (HARB):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 3.

Qualifications: All members of the Historic Architectural Review Board shall hold no government office nor receive any salary or compensation for their services to the board herein created. While preference shall be given to current city residents, the city commission may appoint a non-resident upon a finding that such non-resident is uniquely qualified. No member shall be appointed for more than two (2) consecutive full terms. Alternates shall be appointed for a three (3) year term. Alternates shall have previously served as regular members and shall comply with all local and state requirements of office. Alternates will only be called upon to participate and vote at meetings in the event of an anticipated lack of quorum or bare minimum quorum of the regular members.

Persons who have demonstrated special interest, experience or knowledge in history, architecture or related disciplines who do not have a professional degree in any of the fields set forth in this section may be appointed by the city commission when persons with such degrees are not available for appointment, or when such appointment is determined to be in the best interest of the city.

Please check those qualifications that apply to you:

- | | |
|---|---|
| ☐ History or related fields | ☒ Art History |
| ☐ Archaeology | ☐ Former HARB Member |
| ☒ Architectural History | ☒ Other |
| ☐ Historic Architecture | |

QUALIFICATIONS FOR CORRIDOR REVIEW COMMITTEE (CRC):

Authorization: Code of Ordinances, Chapter 28, Article II, Division 5.

Qualifications: All members of the Corridor Review Committee shall hold no government office nor receive any salary or compensation for their services to the board herein created. The initial appointment of members shall be as follows: two (2) members of the board as established herein shall be appointed for a term of three (3) years; two (2) members for a term of two (2) years; and one (1) for a term of one (1) year. Thereafter all members shall be appointed for a three (3) year term. Two (2) seats on the board shall be designated for a licensed, or retired, architect or landscape architect with preference given to those who are city residents or whose business is located within the city; and three (3) seats for property owners or tenants of properties located within the respective entry corridors: Anastasia Boulevard, San Marco Avenue, and King Street. The members of the CRC shall meet as needed, as an ad hoc committee meeting noticed by the City Clerk and shall meet at least annually to elect one (1) of its members as chairperson and one (1) as vice-chair.

Please check those qualifications that apply to you:

- | | |
|---|---|
| ☐ Architect, Florida licensed or retired | ☐ Owner of property located within Entry Corridor |
| ☐ Landscape Architect, Florida licensed or retired | ☐ Tenant of property located within Entry Corridor |



Date: 4/15/2025

To: Application to HARB/work history

From: Roy Williams, Architect

As a longtime resident I feel passionate about the historical uniqueness of the city, and preserving the historical integrity and architectural charm.

After graduating from the University of Florida I began working for Les Thomas Architect in St Augustine. Les is a wonderful person and provided me with an opportunity to work on various projects in the historical area and county.

Since then, I was employed for 11 years as a VP for PQH Architects, Jacksonville, and Power and Merritt, Ponte Vedra Beach.

In 2005 Roy Williams Architect Inc was formed. RWA Inc has designed several homes in the Lincolnville area and commercial structures on Anastasia Island and off the island as well.

It would be an honor to serve on the HARB to support the board's mission to help protect the architectural legacy of St. Augustine for future generations.

Best Regards,
Roy Williams



Roy Williams Architect, Inc.

Florida LIC #AA26000945

Professional Summary

Roy Williams has over 30 years of experience in the field of architecture/planning, graduated from the University of Florida. Certified by the National Council of Architectural Registration Boards to practice nationally. Project experience includes multifamily, office, retail, restaurants, family entertainment centers, gyms, medical/dental, day spas, and amenity centers.

Experience

Roy Williams Architect, Inc. 2004-present (partial list)

Multifamily/Amenity

Shutter Beach Resort Amenity – St. Augustine Beach, Florida
State Road 16 Townhomes – St. Augustine Beach, Florida
North Beach Condominiums – Jacksonville Beach, Florida
Cordell Townhome project – Jacksonville, Florida
La Terresa Multifamily Project – Jacksonville, Florida
San Jose Amenity Center – Jacksonville, Florida
Vicars Landing Townhomes/Flats – Ponte Vedra Beach, Florida

Healthcare

The Harris Clinic (Ambulatory Surgery) - Ponte Vedra Beach, Florida
Ponte Vedra Dermatology /Surgery Center - Ponte Vedra Beach, Florida
Ponte Vedra Dermatology & Aesthetic Surgery Center Ponte Vedra Beach, Florida
Dr Tavary Dentist/Office Building - St Augustine City, Florida
Advanced Urology Institute, St Augustine, Florida
Stem Cell Clinic - St Augustine, Florida
Thrive dental, Jacksonville, Florida
Black Creek Dental, Middleburgh, Florida

Retail/Entertainment

St. Johns /Clay and Duval Counties, Florida

Jacksonville, Florida Latitude 30 Family Entertainment Center - 50,000 s.f.
Durbin Crossing 130,000 s.f. Center
Shoppes at Gate Parkway 50,000 s.f. Center
Dunns Creek Shopping Center 130,000 s.f. Center
Park place Shopping Center 50,000 s.f. Center
Ashley Plaza 55,000 s.f. Center
Reedy Branch 16,000s.f.
Fleming Island Shopping Center -55,000 s.f. Center



Retail/Entertainment (cont'd)

Mill Creek retail center
Mill Creek North retail center
Ray Road Shopping Center
State road 16 shopping center
Airport retail center
Branan Field Walk
Baymeadows Park
Promenade retail center renovation
Bayard retail center
Regency Mall retail center

Lexington, Kentucky

Hamburg Pavilion - 1,500,00 s.f. Center. Key Projects: Michaels and Old Navy
Hamburg Pavilion Specialty Shops - 150,000 s.f. Town Square Shops

Fayetteville, Georgia

Fayette Pavilion - 2,000,000 s.f. Center. Key Projects: Old Navy, Homeplace, Office Max, Cost Plus, Joann's

Kennesaw, Georgia

Barrett Pavilion - 300,000 s.f. shopping center. Key Projects: Goodys, Old Navy, M.J. Design, and HomeGoods

Churches, Gyms, Industrial and Restaurants – various projects in the state

Residential (partial list)

Various home in Anastasia Dunes for Bill Lanni construction - St Augustine, Florida
56 Lovett Street, Lincolnville St Augustine, Florida
South Street home, Lincolnville St Augustine, Florida
Dillinger home, Anastasia Island, St Augustine, Florida
Vicars landing townhome flats in Ponte Vedra Beach, Florida
Martin P. Knerr, Plantation, Ponte Vedra Beach, Florida
Two story 11,000 s.f. home for Marcus Holly in Hillard, Florida
Two story 6,000 s.f. for Greg Nelson in Neptune Beach, Florida
Various beach front homes, Ponte Vedra Beach, Florida
Parade of homes winner for Residential design for La Terrazza, Jacksonville, Florida

HISTORIC ARCHITECTURAL REVIEW BOARD

Meets Monthly, 3rd Thursday - 1:00 p.m.
Alcazar Room, City Hall

Board Member	Contact information	Appointment	3-Year Terms Expire
VACANT			
Catherine Duncan Architect	1942 Holly Oaks Lake Rd E. Jacksonville, FL 32225 904-377-2852 catherine@lociarchitects.com	05/13/24 1 st full term	3/28/2027
Linda B. Potter Archeologist	36 Pajaro Way St. Augustine, FL 32095 504-722-1183 lindapotter510@gmail.com	05/13/24 1 st full term	3/28/2027
Brad Beach Architect	5 Hope St., 32084 904-521-3470 Bbeach.design@gmail.com	03/14/22 1 st full term 03/10/25 2 nd full term	3/28/2028
Paul L. Weaver, III Professional Preservation Consultant	5 Milton St, 32084 PO Box 1002, 32085 (preferred) 904-824-5178 (Business) 904-347-6090 (Cell) hpa007@aol.com	06/25/18 fill vacancy 04/27/20 1 st full term 03/13/23 2 nd full term	3/28/2026
<u>Alternate</u> Randal Rourk Architect/Planner	50 E. Park Ave., 32084 404-931-6115 randalroark@bellsouth.net	04/22/24 fill vacancy	3/28/2026
<u>Alternate</u> Barbara Wingo Attorney/Historian	17 Saragossa St. 32084 904-824-5146 352-214-1214 (Cell) bcwingo@gmail.com	03/14/22 fill vacancy 03/10/25 1 st full term	3/28/2028

HISTORIC ARCHITECTURAL REVIEW BOARD

Authorization:	Code of Ordinances, Chapter 28, Article II, Division 3 and Ordinance 2005-15.
Number of Members:	Five (5) Regular Members and Two (2) Alternates
Terms of Office:	Three (3) years, expiring on March 28 th - Original terms staggered; no member appointed for more than two full consecutive terms.
Appointment:	By City Commission.
Qualifications:	While preference shall be given to current City residents, City Commission may appoint a non-resident upon a finding that such non-resident is uniquely qualified. All members of the historic architectural review board shall have either thorough training and/or experience in: 1 history or related fields; 2 archaeology; 3 architectural history; 4 historic architecture; and 5 art history. Alternates shall be appointed for a three (3) year term, and shall have previously served as regular members and shall comply with all local and state requirements of office. Alternates will only be called upon to participate and vote at meetings in the event of an anticipated lack of quorum or bare minimum quorum of the regular members. See Section 28-82 for the criteria required in order to be appointed to the Board.
Duties:	Act on applications for Certificates of Appropriateness in HP-1 through HP-5; act on applications for building permits on property abutting HP-1 through HP-3; act on all applications for demolition permits for structures 50 years old or older within the City limits; cooperate with governments in planning proposed and future projects reflecting concerns and policies and assist as a consultant in development of future land use plans; advise property owners & government agencies concerning maintenance, protection, enhancement and preservation of historic resources; advise the City Commission concerning effects of local governmental actions on resources designated under the ordinance; recommend issuance of stop work order when not in compliance; develop rules and procedures necessary to implement powers and duties of the HARB consistent with ordinance; conduct regular public meetings and call special meetings; and designate historical landmarks.
Attendance:	Ordinance 2018-11 amended Sec. 2-191 to remove the language regarding meeting attendance and instead states " <u>Members of Boards may be removed by majority vote of the Commission, upon notice of the intent to remove the Board member mailed to the address on record at the office of the city clerk by certified U.S. mail, return receipt requested, and a hearing before the City Commission providing the member an opportunity to be heard</u> ".
Meetings:	Third Thursday of each month, 1 P.M. the Alcazar Room, City Hall.

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: April 16, 2025

RE: Reminder: Open Positions on Boards and Committees

Below is a list of Boards and Committees indicating current vacancies or upcoming term expirations. Your assistance in identifying and encouraging qualified candidates to apply is greatly appreciated.

- **Corridor Review Committee**
[1 Vacancy – Term Expiring 3/28/26]
- **Historic Architectural Review Board**
[1 Vacancy – Term Expired 3/28/25]
- **Lincolnvillle Community Redevelopment Steering Committee**
[3 Terms Expiring 4/30/25)
- **St. Augustine Firefighters' Pension Trust Fund, Board of Trustees**
[1 Vacancy, 5th Member – Term Expired 1/1/25]

Advertisements requesting applications for the above-referenced vacancies were published in the St. Augustine Record and posted on the City's website.

Sincerely,



Darlene Galambos
City Clerk

xc: Clerk's Office

CITY OF ST. AUGUSTINE

Regular City Commission Meeting
Monday, March 24, 2025

The City Commission met in formal session Monday, March 24, 2025, at 5:00 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Nancy Sikes-Kline, and the following were present:

1. Roll Call: Nancy Sikes-Kline, Mayor/City Commissioner
Barbara Blonder, Vice Mayor/City Commissioner
Cynthia Garris, City Commissioner
Jim Springfield, City Commissioner
Jon DePreter, City Commissioner

Also Present: David Birchim, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Meredith Breidenstein, Assistant City Manager
Reuben Franklin, Assistant City Manager
Stephen Slaughter, Director, Public Works & Utilities
Amy Skinner, Director, Planning and Building
Melissa Wissel, Director, Communications
Jennifer Michaux, Police Chief
Carlos Aviles, Fire Chief
Michele Fudo, Recording Secretary

MOMENT OF SILENCE and PLEDGE OF ALLEGIANCE

Mayor Nancy Sikes-Kline requested a moment of silence and Vice-Mayor Barbara Blonder led the pledge of allegiance.

2. ADMINISTRATIVE ITEMS

2.A. Modification and Approval of Regular Agenda

Mayor Sikes-Kline requested to move public comment related to the Nights of Lights resolution to take place during item 9.B.2.

MOTION

Mayor Sikes-Kline MOVED to hold public comment specifically for item 9.B.2 during that time. The motion was

SECONDED by Commissioner Jim Springfield and APPROVED BY UNANIMOUS VOICE VOTE

MOTION

Commissioner Jon DePreter MOVED to approve the Regular Agenda. The motion was SECONDED by Mayor Sikes-Kline and APPROVED BY UNANIMOUS VOICE VOTE.

3. Special Presentations, Recognitions and Proclamations

3.a Proclamation 2025-15: Proclaims the month of April as Landscape Architecture Month. (N. Sikes-Kline, Mayor)

3.b Presentation of the American Flag to the family of 2019 Order of La Florida

Award Recipient, Mr. Tom Rahner (M. Wissel, Communications Director)

Dr. Ann Browning Masters, City Poet Laureate, read a poem in honor of Mr. Rahner.

Mayor Sikes-Kline provided a brief biography of Mr. Rahner, and the Commission presented the United States flag to the Rahner Family.

4. General Public Comments (3 minutes per individual)

The Commission heard from the following members of the public:

- Kristi Hamilton
- Shannon Sapp
- Richard Marquis
- Nancy Murphy
- BJ Kalaidi

5. Consent Agenda

David Birchim, City Manager, read the Consent Agenda.

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING: NONE.

CA.3. Reminder of Upcoming Meetings:
•April 14, 2025 5:00PM–Regular City Commission Meeting
•April 28, 2025 3:00PM–Community Redevelopment Agency Meeting
•April 28, 2025 4:30PM–Adelaide Sanchez Award Presentation to the Sisters of St. Joseph
•April 28, 2025 5:00PM–Regular City Commission Meeting

CA.4. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS:
•January 13, 2025, Regular City Commission Meeting

•February 10, 2025, Regular City Commission Meeting

CA.5. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S):
•14 Fancher Court–Holistic Investments LLC

CA.6. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING). NONE.

CA.7. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.

CA.8. Approval of Expenditure from Federal Confiscation Funds to purchase a Coil Vending Machine. (J. Michaux, Chief of Police)

End Consent Agenda

5.A. Additions, deletions or modifications to Consent Agenda

(None)

5.B. Approval of Consent Agenda

MOTION

Commissioner DePreter **MOVED** to approve the Consent Agenda. The motion was **SECONDED** by Mayor Sikes-Kline and **APPROVED BY UNANIMOUS VOICE VOTE.**

6. Appeals

(None)

7. General Public Presentations, Items of Great Public Importance, and Other Items Requiring Public Hearings

7.A. General Public Presentations

(None)

7.B. Items of Great Public Importance

(None)

7.C. Other Items Requiring Public Hearing

(None)

8. Ordinances and Resolutions – Public Hearing Required.

8.A. Ordinances – Second Reading

8.A.1. Ordinance 2025-03: Amends the Future Land Use Designation of approximately 0.08 acres of property from City of St. Augustine Residential Low Density to City Commercial Low Intensity at 4 Locust Street. (A. Skinner, Director Planning and Building)

Amy Skinner, Planning and Building Director, presented Ordinance 2025-03.

Public hearing was opened; however, there was no response.

MOTION

Commissioner DePreter MOVED to pass Ordinance 2025-03 on second reading. The motion was SECONDED by Commissioner Blonder.

Isabelle Lopez, City Attorney, read the title as follows:

ORDINANCE NO. 2025-03

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE FUTURE LAND USE MAP (FLUM) DESIGNATION OF APPROXIMATELY 0.08 ACRES OF PROPERTY LOCATED AT 4 LOCUST STREET; NORTH OF LOCUST STREET AND EAST OF SAN MARCO AVENUE AS PORTIONS OF THE ABBOTT TRACT IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT DESIGNATION OF CITY OF

ST. AUGUSTINE RESIDENTIAL LOW DENSITY TO A CITY DESIGNATION OF COMMERCIAL LOW INTENSITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: DePreter, Blonder, Garris, Springfield, Sikes-Kline

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

8.A.2. Ordinance 2025-04: Establishes the zoning designation of approximately 4.39 acres of property from undesignated to City Open Land (OL) at 179 State Road 16. (A. Skinner, Director Planning and Building)

Amy Skinner, Director Planning and Building, presented Ordinance 2025-04.

Public hearing was opened; however, there was no response.

MOTION

Commissioner DePreter MOVED to pass Ordinance 2025-04 on second reading. The motion was SECONDED by Mayor Sikes-Kline.

Ms. Lopez read the title as follows:

ORDINANCE NO. 2025-04

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA REZONING APPROXIMATELY 4.39 ACRES OF PROPERTY LOCATED AT 179 STATE ROAD 16 IN THE CITY OF ST. AUGUSTINE, AS MORE PARTICULARLY DESCRIBED HEREINAFTER, FROM ITS CURRENT UNDESIGNATED CLASSIFICATION TO THE CITY CLASSIFICATION OF OPEN LAND (OL); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF

INVALID PROVISIONS; AND PROVIDING
AN EFFECTIVE DATE

VOTE ON MOTION:

AYES: DePreter, Sikes-Kline, Garris,
Springfield, Blonder

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

**8.B. Ordinances – First Reading (only if
required by law)**

(None)

**8.C. Resolutions – Public Hearing (only
if required by law)**

(None)

**9. Ordinances and Resolutions - No
Public Hearing Required**

9.A Ordinances – First Reading

**9.A.1. Ordinance 2025-05: Amends the
Zoning Designation of 0.34 acres of
property from City St, Augustine
Residential Single family-one (RS-1) to
City Planned Unit Development (PUD) at
10 Carrera Street. (A. Skinner, Director
Planning and Building)**

Amy Skinner, Planning and Building
Director, presented ordinance 2025-05.

James Whitehouse, representative for the
owners of the property, provided a brief
overview of zoning designation change
request.

Commissioner DePreter said a portion of
the structure was built in 1917. He asked to
have the language “the historic structure
would be preserved” added to the PUD
text.

Mr. Whitehouse replied that the language
could be modified to incorporate the
historic structure.

Commissioner Cynthia Garris questioned
what the concerns had been by the
neighbors.

Mr. Whitehouse replied that most of the
commercial uses allowed in Residential
General-One (RG-1) were the ones the
neighbors did not support. He said all the
uses allowed in RG-1 had been included in
the PUD to be prohibited at the request of
the owners to help eliminate the concerns.

Mayor Sikes-Kline felt this was a great use
of a PUD and was very compatible.

MOTION

**Mayor Sikes-Kline MOVED to pass
Ordinance 2025-05 on first reading and
moved to second reading. The motion
was SECONDED by Commissioner
DePreter.**

Commissioner Blonder agreed as she had
spent a lot of time in the center and knew
of the good works of the center; however,
she was concerned with the succession or
transition plan for the future to help the
organization with growth. She said if
passed, a reverter clause should be
included in the text to return to RS-1, which
was the most restricted zoning, should the
use of the facility change.

Mr. Whitehouse stated he understood the
request and asked for time between now
and second reading for it to be added.

Commissioner Springfield agreed with the
concerns of Commissioner Blonder. He
said he was assured that it would remain
only for this particular use so it was very
restrictive, but he felt adding the clause
would be best.

Mr. Whitehouse said he felt the PUD
language covered that as the PUD
controlled what could take place, but he
would try and add more specific language
to the text.

Isabelle Lopez, City Attorney, read the Ordinance.

ORDINANCE NO. 2025-05

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA AMENDING THE ZONING FOR APPROXIMATELY 0.34 ACRES OF PROPERTY LOCATED AT 10 CARRERA STREET (PID# 205300-0000), AS MORE PARTICULARLY DESCRIBED HEREINAFTER, TO CHANGE ITS CURRENT ZONING CLASSIFICATION OF RESIDENTIAL SINGLE FAMILY-ONE (RS-1) TO PLANNED UNIT DEVELOPMENT (PUD); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

VOTE ON MOTION:

AYES: Sikes-Kline, DePreter, Garris, Springfield, Blonder

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

9.B. Resolutions

9.B.1. Resolution 2025-06: Modifies the requirements, nomination and approval process, and deadlines for Citizenship Awards.

Melissa Wissel, Communications Director, presented Resolution 2025-06.

Mayor Sikes-Kline said she appreciated Commissioner Springfield bringing his concerns regarding the Citizenship Awards to light and felt this was a better solution.

Commissioner Springfield agreed and thought this was a good idea.

MOTION

Commissioner Springfield MOVED to pass Resolution 2025-06. The motion was SECONDED by Commissioner Garris.

VOTE ON MOTION:

AYES: Springfield, Garris, DePreter, Sikes-Kline¹

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

9.B.2. Resolution 2025-08: Sets the dates for the 2025 Nights of Lights Celebration. (I. Lopez, City Attorney)

Isabelle Lopez, City Attorney, reviewed Resolution 2025-08.

Public comment was opened and the Commission heard from the following members of the public:

- Anne Taylor
- Len Weeks
- Jeanetta Cerbollo
- Edwin Swift IV
- Mike Head
- John Taijido
- Robert Barner
- Schaffer Weeks
- Karen Zander
- Cheryl Jonas
- Judy Glazebrook
- Lenny Zanello
- Sandra Wieber
- Michael Wieber
- Kiara Carmichael
- Leonard Pellicer
- Scott York
- Jackie Hird
- James Greaves
- Phil Sacchitello
- William Cushion
- Jordan Stokes
- Isabelle Renault
- Pat Dubose
- Clay Murphy
- Irving Kass
- Carly Zervis
- Sajal Patel
- Chris Clark
- Thomas Harding
- Kimberly Kiff
- Cindy Jarnigan

¹ Vice-Mayor Blonder was not present for vote.

- Lloyd Pierce
- Martha Mikler
- Nancy Pellicier
- BJ Kalaidi
- Shane Sheltra
- Ben Brandau
- Phillip Castillo

Public comment was closed.

Mayor Sikes-Kline thanked everyone for coming and providing valuable input. She felt everyone was thinking of the best interest of the City.

Commissioner Blonder commended the community for coming and providing their feedback. She understood that her proposal would be provocative; however, she felt it was important for everyone to participate in the discussion. She said there were many factors that went into the decision in terms of visitors, hurricanes, economic pressures, or overly successful advertising. She said the uncertainty of the King Street Bridge replacement project would contribute to the traffic gridlock; however, the visitors to the 2024 Night of Lights! (NOLs) had an unacceptable experience and thought many may not return if the issues that took place continued. She said she introduced this as a temporary measure.

Mayor Sikes-Kline thanked Commissioner Blonder for bringing forth the proposal as it had brought the community together. She said it was very encouraging to see the members of the County Commission, Tourist Development Council (TDC), and the St. Augustine Business Coalition as they recognized the issues this year. She asked if shortening the NOL would accomplish the goals of the City. She questioned how the businesses would be affected by the King Street bridge closure. She felt shortening NOLs would exacerbate the issues for the business community. She said she cared very much about the residents and most spoke in support of NOLs as it was part of everyone's lives; although, by January the

fatigue sat in especially with lights that did not highlight the architecture of the buildings. She reiterated how shortening NOLs would help provide a long-term solution and relieve the fatigue of the residents.

Commissioner Springfield pointed out that the City did not profit from NOLs but loss money. He said sales tax generated copious amounts of money due to the businesses making more income and the federal government profited from the extra income tax. He said the City did not spend advertising dollars to promote NOLs as that was left up to the TDC, which was provided by the bed tax. He said there were concerns last year regarding the length of time from residents and it was shortened. He said there were several common issues among the residents, businesses, and the City management. He said the residents and businesses were concerned with safety and traffic, and the City was concerned about safety. He said it would be beneficial if the businesses were able to help contribute to solve the issues. He said he was in support of shortening NOLs again this year as it had been done in the past and he felt there were larger issues that should be solved first. He said the problems needing to be addressed were mobility, elimination of the inflatable décor, garish lighting, and the vendors that were contributing to the loud atmosphere. He said when NOLs was created, he thought the original intent was to be classy, elegant, and beautiful while highlighting the architecture, and he felt that was what they should strive for in the future. He suggested adding a week in November and removing a week in January. He proposed November 15th through January 19th. He said it was the same number of weeks and weekends, but it could move some of the heavy traffic in November away from the heavier congested times.

Commissioner Garris said that NOLs had always started the week before Thanksgiving. She said there had been many concerns here tonight and through

phone calls regarding the lights being turned off. She said there were some businesses that were struggling to remain open, and hurricane season was just prior to NOLs; therefore, this was an opportunity to assist those businesses. She felt the length of NOLs was not an issue, but mobility was. She said she spoke to St. Johns County Sheriff who indicated he had not been asked to be a part of NOLs; however, noted there were twenty officers that had to be reassigned during the Christmas holiday that could be used to help with NOLs. She said there were resources available that were not being used and many suggestions that could be beneficial. She reiterated that she felt it was mobility and not the length of the NOLs. She thought solutions could be discussed and the issues could be managed. She said if it were to be shortened, it should not end until at least Martin Luther King, Jr. Day, to ensure more profits for businesses in the new year.

Commissioner DePreter agreed that the issue in the City was mobility. He said we had to show the residents that something was being done to gain their trust back. He said some ideas he wanted to incorporate for the mobility goals were safe and convenient routes for residents, guaranteed parking access for residents, less drive through traffic, disincentivize those parking in the core of the city, incentivize alternative modes of transportation, multiple satellite parking areas, traffic analysis with the different construction projects on the horizon, and add additional language to the mobility plan to handle large events, public safety response time analysis, and measurable goals and metrics. He would like improved partnerships and goals with the TDC and County advertising this as a pedestrian event and budgeting. He thought NOLs should be budgeted as an item for discussion to inform the taxpayers of how money was spent, which would provide confidence to the residents and businesses, and that budget could be used to help cost-share with other organizations.

Mayor Sikes-Kline said she appreciated the discussion and liked the idea of working with the Sheriff to help with the safety concerns. She agreed with shifting the times for NOLs which may help with the January fatigue, and thought they could work with the businesses owners to get back to the original intent of NOLs. She thought the length of time in January should end the 19th which would keep the weekend of Martin Luther King, Jr. and provide a little relief to the residents. She said moving the start date earlier in November could help the businesses with their profits. She said one of the main focuses should be the residents, keeping them safe, and providing better access to their homes to avoid gridlock.

Commissioner Blonder said she was unable to support starting NOLs earlier in November. She said she had to advocate for the residents of the City and their concerns.

Mayor Sikes-Kline said that was a good stance as that advocacy had brought everyone to this position, and thought many positive things could come from the discussion and the business community.

Commissioner DePreter said that Martin Luther King, Jr. Day was January 19th, which was a Monday.

Commissioner Blonder said that it would not alter the length.

Commissioner Garris replied that it was shorter by two weeks, and it was shortened last year by a week because NOLs use to end in February.

Ms. Lopez explained that in 2024, the Commission set the traditional dates by Resolution 2024-12, which meant if nothing changed yearly, the traditional dates were the Saturday before Thanksgiving through the last Sunday of January the following year.

Mayor Sikes-Kline pointed out that it seemed there were three commissioners who were interested in shifting the dates for NOLs. She said she would be in favor of a shift with the following conditions:

- Safety and access for residents became a priority, as well as anything done with the City Manager and the Consultant
- Work with the St. Johns County Sheriff Department
- Find out how resources could be shared

Commissioner DePreter asked for clarification regarding the proposed dates for NOLs.

Mayor Sikes-Kline replied that the shifted dates proposed were November 15, 2025, through January 19, 2026. She said it would start earlier and the dates in the Resolution could be altered.

Ms. Lopez advised the resolution before the Commission had the proposed dates of November 22, 2025, through January 4, 2026; however, it could be amended to the newly proposed dates of November 15, 2025, through January 19, 2026.

Commissioner Springfield felt that December 25th was the peak of "burn out" for residents. He said it was being shortened by a week after that period of time and with the Martin Luther King, Jr., holiday being a three-day weekend, it could be a busy weekend in general. He said NOLs could end a week earlier in January.

Commissioner DePreter clarified that the suggestion was to end January 11th instead.

Commissioner Springfield replied in the affirmative.

Commissioner Blonder agreed that Martin Luther King, Jr., was a busy weekend.

Mayor Sikes-Kline agreed and felt the Martin Luther King Jr. holiday would be successful and busy on its own, especially since it was a three-day weekend. She said she was flexible on the dates for NOLs and was in agreeance to January 11, 2026.

Commissioner DePreter said this would give residents two entire weeks off from NOLs. He said he thought this would be fair to the residents and the businesses.

Mayor Sikes-Kline asked if the resolution would be valid for one year only, and the response was affirmative.

Commissioner Blonder reiterated that after this year NOLs season, she was unable to support the proposed amended dates.

Commissioner Springfield noted that what allowed him to be in support of the proposed change was the businesses had provided data of how much money was made. He said the data allowed him to make a better decision.

Commissioner Garriss said the residents that did not live in the core of the City came downtown in January to enjoy the NOLs. She said they would miss out if NOLs ended earlier in January. She said the holiday weekend in January provided time to enjoy the lights, as most people were off.

Commissioner Blonder said she was empathic about having data but thought there were many variables for a successful business year.

MOTION

Mayor Sikes-Kline MOVED to amend the dates in Resolution 2025-08 to November 15, 2025, through January 11, 2025, with the understanding that the priority was safety and access for residents.

Commissioner Springfield added this was for a one-year time period.

Mayor Sikes-Kline agreed.

The motion was SECONDED by Commissioner Springfield.

VOTE ON MOTION:

AYES: Sikes-Kline, Springfield, DePreter

NAYES: Garris, Blonder

MOTION APPROVED 3/2²

9.B.3. Resolution 2025-09: Supports the grant application under the Florida Inland Navigation District's Waterways Assistance Program for funding of a kayak launch at Eddie Vickers Park. (J. Perkins, Neighborhood Services and CRA Manager)

Jamie Perkins reviewed Resolution 2025-09.

MOTION

Commissioner Blonder MOVED to pass Resolution 2025-09 The motion was SECONDED by Commissioner Garris.

VOTE ON MOTION:

AYES: Blonder, Garris, DePreter, Springfield, Sikes-Kline

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

9.B.4. Resolution 2025-10: Allows the St. Augustine Fire Department to apply for grant funds for a firefighting vessel. (C. Pacetti, Deputy Chief St. Augustine Fire Department)

Carlos Aviles, City of St. Augustine, Fire Chief, reviewed Resolution 2025-10.

Commissioner Springfield said he was unaware the City did United States Coast Guard work; however, it had been explained by Mr. Birchim, City Manager

that the City was in between two United States Coast Guard stations and the City was asked to assist as a intermediary in cases of emergency.

Chief Aviles said those services that were provided now; however, the opportunity presented itself and the City was encouraged to apply for an additional vessel. He said this was one of the most used resources the Fire Department had and over the last twelve months there had been ninety calls for service. He said twenty-six of those were in the area of the inlet or right outside the inlet.

MOTION

Commissioner Springfield MOVED to pass Resolution 2025-10. The motion was SECONDED by Commissioner Blonder and APPROVED BY UNANIMOUS VOICE VOTE.

9.B.5. Resolution 2025-11: Authorizes a Construction and Maintenance agreement between the Florida Department of Transportation (FDOT) and the City of St. Augustine (COSA) for Seawall Improvements. (J. Beach, Chief Resilience Officer/Deputy Director, Utilities and Public Works)

Jessica Beach, Chief Resilience Officer/Deputy Director, Utilities and Public Works, reviewed Resolution 2025-11.

MOTION

Mayor Sikes-Kline MOVED to pass Resolution 2025-11. The motion was SECONDED by Commissioner Garris and APPROVED BY UNANIMOUS VOICE VOTE.

10. Staff Reports and Presentations

² Break from 8:28p.m. to 8:34p.m.

10.A. Vehicles for Hire (ch27) and Franchises (Sightseeing Motor Vehicles Franchise, Ch14) Ordinance Update. (R. Franklin, Assistant City Manager)

Item to be heard at a future meeting.

11. ITEMS BY CITY ATTORNEY

(None)

12. ITEMS BY CITY CLERK

12.A. Reminder of Open Positions on Boards and Committees. (D. Galambos, City Clerk)

Darlene Galambos, City Clerk, reminded the Commissioners about the positions open on the Citizen Boards. She said there was one term expiration on the Historic Architectural Review Board (HARB), three terms expiring on the Lincolnville Community Redevelopment Steering Committee (LCRA), one vacancy on the Firefighters' Pension Board of Trustees, one vacancy on the St. Augustine Police Pension Board of Trustees. She said if anyone was interested, applications were being accepted.

13. ITEMS BY CITY MANAGER

David Birchim, City Manager, wished Vice-Mayor Barabara Blonder a happy birthday. He said the City had completed the purchases for the following properties:

- The Beacon and Billings Street property, in the Fullerwood neighborhood
- Avery and Theodore Street property on the west side of town on the Westside of the San Sebastian River; and the
- Vacant lot on May Street

Commissioner Blonder replied that was a great birthday present.

Mayor Sikes-Kline commended the work that Commissioner Blonder did and the City was fortunate to have her.

14. Items by Mayor and Commissioners

Commissioner Garris said she had an alternative location for the Public Art Project. She suggested rather than using the roundabout at May Street, use the newly purchased vacant lot on May Street. She said that way the public could view it as the roundabout was not level land and the art project would need a lot of maintenance. She said the vacant lot was level and the art piece would need less maintenance. She said it could be used as a little park for that neighborhood.

Mayor Sikes-Kline asked for an update on the art project.

Mr. Birchim replied they had completed the first milestone and were in the process of almost completing the second milestone, which would require payment to the artist for the second milestone. He said that would leave the remaining balance for the project with \$162,500.

Mayor Sikes-Kline asked if the construction cost was included in the remaining balance.

Mr. Birchim replied in the affirmative.

Mayor Sikes-Kline said she was in support of reevaluating the art project and seeing if there was feasibility in the suggested location.

Commissioner DePreter said when the art project had been selected, there had been concern from law enforcement that people would use it for shelter and that would be his concern if it were moved to the May Street site.

Commissioner Blonder said that the site could be considered, but thought the artist may have to reconfigure some of it for the site.

Commissioner Springfield said he thought the discussion should be what the May Street property was intended for long term as it may not fit.

15. Adjournment

There being no further business, the meeting was adjourned at 8:49 P.M.³

Nancy Sikes-Kline, MAYOR

Darlene Galambos, CITY CLERK

³ Transcribed by Elyse Wiemann

CITY OF ST. AUGUSTINE

City Commission Shade Meeting
Monday, April 14, 2025

The City Commission met in formal session Monday, April 14, 2025, at 4:15 P.M. in the Alcazar Room at City Hall. The meeting was called to order by Mayor Nancy Sikes-Kline, and the following were present:

1. Roll Call: Nancy Sikes-Kline Mayor/City Commissioner
Barbara Blonder, Vice Mayor/City Commissioner
Cynthia Garris, City Commissioner
Jon DePreter, City Commissioner

Absent: Jim Springfield, City Commissioner, excused

Also Present: David Birchim, City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
Jennifer Michaux, Police Chief
Elyse Wiemann, Recording Secretary
Michael Cavendish, Cavendish Partners, P.A., Outside Counsel

2. Public Comment

(None)

3. City Attorney requests the advice of the City Commission regarding the pending litigation for:

☐ **Case No.: CA05-0186 – Craig A. Marlowe v. City of St. Augustine, et al.**

☐ **Participants shall be limited to: City Commission - Mayor Nancy Sikes-Kline, Vice-Mayor Barbara Blonder, Commissioner Cynthia Garris, Commissioner Jim Springfield, and Commissioner Jon DePreter; City Manager David Birchim, City Attorney Isabelle Lopez, Outside Counsel Michael Cavendish, and a Certified Court Reporter.**

4. Recess to the Alcazar Conference Room for Shade Meeting.

The Board recessed at 4:17 p.m.

5. Re-open Special Meeting.

The Board reconvened at 4:43 p.m.

6. Any matters to be decided in the public meeting, followed by adjournment.

Michael Cavendish, Cavendish Partners, P.A., outside counsel for the City of St. Augustine, presented a settlement proposal for Case No.: CA05-0186 – Craig A. Marlowe v. City of St. Augustine, et al. He outlined the parameters in the settlement and recommended the City should accept.

MOTION

Commissioner DePreter MOVED to approve the settlement as presented. The motion was SECONDED by Mayor Sikes-Kline.

VOTE ON MOTION:

AYES: DePreter, Sikes-Kline, Garris,
Blonder

NAYES: NONE

MOTION APPROVED UNANIMOUSLY

There being no further business, the
meeting was adjourned at 4:51 P.M.¹

Nancy Sikes-Kline, MAYOR

Darlene Galambos, CITY CLERK

¹ Transcribed by Elyse Wiemann

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: April 10, 2025

RE: QUARTERLY REPORT: 2ND QUARTER FY 2024-2025

Please find enclosed the following documents reflecting the fiscal year 2024-2025 2nd quarter in review for the City Attorney's office:

- ❖ **WORK LOG DRAFTING & REVIEW CHART (177 ITEMS)**
- ❖ **PUBLIC MEETINGS ATTENDANCE CHART (84.50 HOURS)**
- ❖ **CITY ORDINANCE VIOLATION DISPOSITION CHART (18 CASES)**
- ❖ **ORDINANCE & RESOLUTION CHART (17 ITEMS)**
- ❖ **STAFF & NEW BOARD MEMBER TRAINING CHART (6 HOURS)**

This quarterly report mirrors the same categories as our annual report. As always, should you wish to meet with me individually to discuss any of this information, or the specifics of a particular matter, please do not hesitate to let me know.

Matters of ongoing civil litigation with retained outside counsel appropriated from General Fund Reserves, invoiced monthly and approved on consent agenda are:

- 1) Marlowe v. City (*Docks and the City's submerged lands and riparian ownership*). Appellate Court overturned the lower Court's summary judgement and returned the case to the lower Court. Trial is scheduled for June 2025.

Matters of ongoing bankruptcy and civil litigation being handled in house are:

- 1) Big Lots, Inc. (*Unpaid utilities - Bankruptcy*)
- 2) Bank of America v. Maypray (*Mortgage foreclosure in which the City has a CRA rehabilitation lien. Currently on inactive status.*)

In addition, the Florida League of Cities provides coverage on some damages-based litigation.

Other litigation matters of note are:

- 1) Dettra v. City (*Writ of Certiorari*); defense provided by City Attorney: On December 1, 2023, Ryan Dettra filed a Petition for Writ of Certiorari seeking the Court's review of a final order issued by the City Commission denying his PUD rezoning application for 115 La Quinta Place. The Court entered an Order to Show Cause providing a deadline for the City to file its Response Brief. The City filed its response on May 10, 2024. Petitioner filed its reply on June 5, 2024. The Court entered its Order denying Petitioner's Writ of Certiorari on January 30, 2025. Petitioner did not file an appeal. This case is now closed.

- 2) Eminent Domain/Order of Taking: This is a pending matter not yet filed involving multiple homeowners regarding the City's Lake Maria Sanchez Flood Mitigation and Drainage Improvement Project. The City has attempted to obtain all necessary easements for the project by voluntary agreement with property owners, however it has been unable to do so. The projected value of the easements still needed, along with other expenses for the order of taking is \$427,399.00.

Please place this quarterly report on the consent agenda for the April 28, 2025 City Commission meeting. The attached charts are included for the Commission's information, and I am available for a presentation if the Commission requests one.

Sincerely,



Isabelle C. Lopez
City Attorney

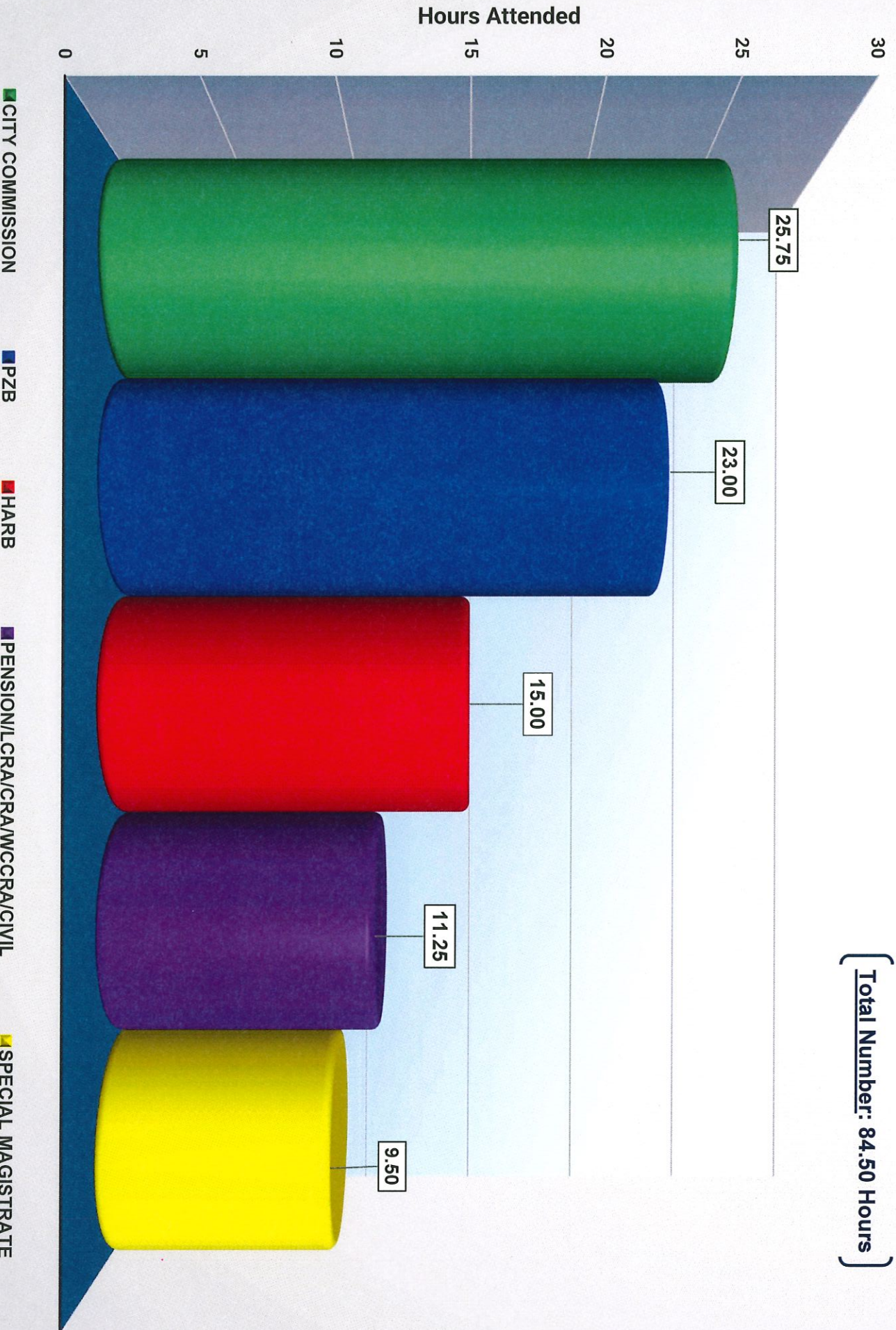
Attachments

(TOTAL: 177 ITEMS)

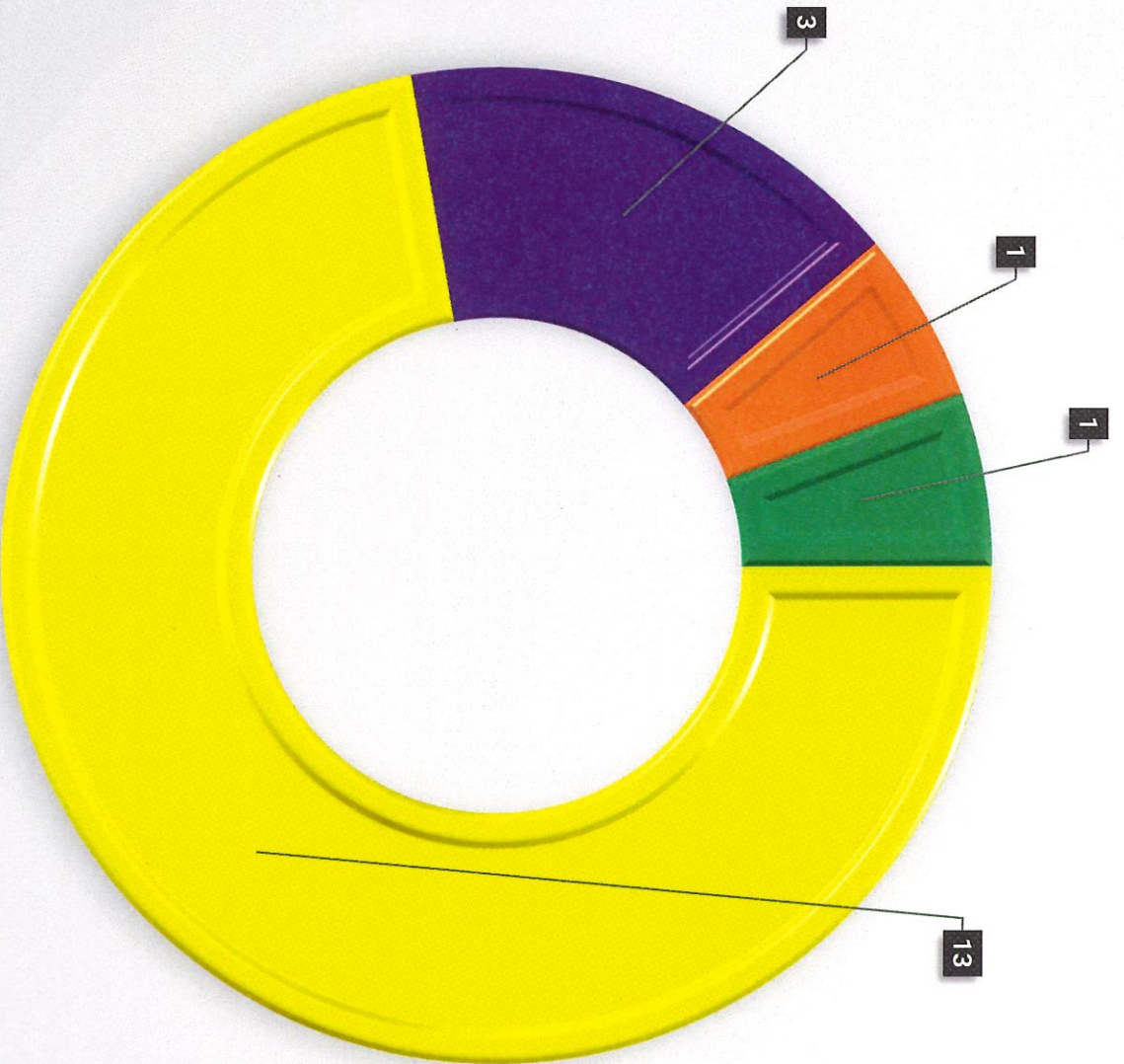
■ Agreement - 52	■ Application - 1	■ Bill of Sale - 3	■ Contract - 4
■ Correspondence - 1	■ Deed - 2	■ Easement - 7	■ Form - 4
■ Franchise - 1	■ Interlocal Agreement - 1	■ Lease - 4	■ License - 5
■ Lien - 1	■ Lien Release - 7	■ Maintenance Bond - 3	■ Memorandum of Understanding - 3
■ Order - 19	■ Ordinance - 6	■ Performance Bond - 5	■ Plat - 1
■ Policy - 1	■ Research - 35	■ Resolution - 11	

PUBLIC MEETING ATTENDANCE: 2ND QUARTER FY 2024-2025

[Total Number: 84.50 Hours]



CITY ORDINANCE VIOLATIONS: 2ND QUARTER FY 2024-2025



[BY NUMBER OF CASES]
 [TOTAL: 18 CASES]

- Adjudicated Guilty - 13
- Dismissed - 3
- Paid Fine - 1
- Nolle Prossed - 1

*The City Attorney's office prosecuted six (6) cases of sleeping/camping in public during this quarter.

ORDINANCES & RESOLUTIONS – 2ND QUARTER FY 2024-2025

[TOTAL: 17 ITEMS]

ORDINANCES

- 2025-01: Simple and Supermajority Voting
- 2025-02: Firefighters' Retirement Share Plan Amendment
- 2025-03: 4 Locust Street FLUM Amendment
- 2025-04: 179 State Road 16 Rezoning
- 2025-05: 10 Carrera Street PUD Rezoning

RESOLUTIONS

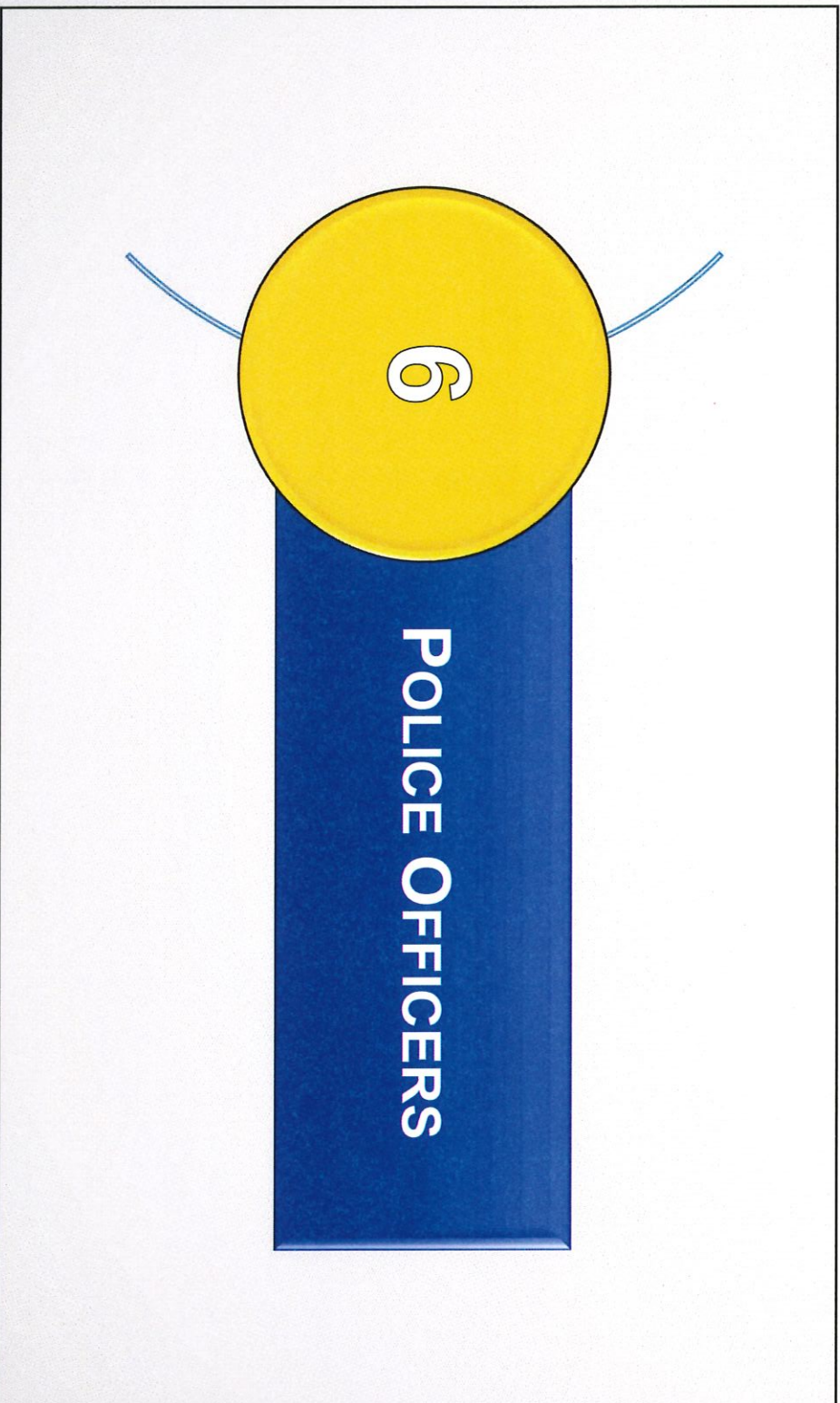
- 2025-01: Ad Valorem Tax Exemption for 121 Kings Ferry Way
- 2025-02: Approving the Purchase of May Street Property
- 2025-03: Florida Friendly Landscaping
- 2025-04: Approving the Purchase of Avery & Theodore Street Properties
- 2025-05: Approving the Purchase of 100 Acre Marsh Property
- 2025-06: Amending Policies & Procedures for Award Nominations
- 2025-07: Approving Eminent Domain for Lake Maria Sanchez Project
- 2025-08: Nights of Lights Dates
- 2025-09: FIND Grant for Kayak Launce at Eddie Vickers Park
- 2025-10: FIND & PSG Grants for Purchase of Fire Boat
- 2025-11: Authorizing FDOT Agreement for Seawall Around Gibbs Park



STAFF & NEW BOARD MEMBER TRAINING: 2ND QUARTER FY 2024-2025

[BY NUMBER OF HOURS]

[TOTAL: 6 HOURS]



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, City Manager

DATE: April 28, 2025

RE: Permission to use City Crest

In May 2025, coinciding with Historic Preservation Month, the City of St. Augustine will again collaborate with the University of Florida St. Augustine, St. Johns County Cultural Council, Flagler College, and many local organizations to create a festival of history that will take place the second weekend in May. The 4-day event includes, but is not limited to, special tours, special menu items at participating establishments, discount and/or free admission at participating attractions and venues, re-enactments by living history interpreters, musical performances, and lectures. There is also a website for all programs to be listed.

This annual event began in 2022 and is intended to recur for years to come. With the City's intention to participate on an annual basis, as well. I request permission on behalf of the organizing committee to use the City crest and branding in promoting this event annually.

Respectfully,



Melissa Wissel, Communications Director

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David Birchim, AICP
City Manager

DATE: April 17, 2025

RE: **Consent Agenda Item – Madeira at St. Augustine Phase 3**

Find attached a copy of the plat for Madeira at St. Augustine Phase 3. This plat has been reviewed by the Planning and Zoning Board (PZB), all relevant city departments, and the City Attorney's Office and has been found to meet city standards and requirements for a subdivision plat within the planned community of Madeira at St. Augustine. The roads are proposed to be privately maintained by the community.

This item may be placed on the Consent Agenda for review and approval by the City Commission. The City Clerk's Office has the original for the Mayor-Commissioner to sign upon approval.

Thank you for your attention to this matter, please place this item on the Consent Agenda for the April 28, 2025, City Commission meeting. If you have any questions, contact me at (904) 209-4320 or askinner@citystaug.com.



Amy McClure Skinner, AICP
Director
Planning and Building Department

April 15, 2025

Addressee:
Board of County Commissioners
Development Services
4020 Lewis Speedway
St. Augustine, Florida 32084

PLAT PROPERTY INFORMATION REPORT

Revised: 4/15/2025

Proposed Plat of: Madeira At St. Augustine Phase 3

In accordance with Section 177.041, Florida Statutes this will certify that Chicago Title Insurance Company has made a search of the Public Records of St. Johns County, Florida, through April 10, 2025 at 5:00 PM on real property described and shown on the proposed plat which description reads as follows:

See Exhibit A attached hereto for Legal Description

As of the effective date of this report, the record title to the land described and shown on the proposed plat is in the name of Ponce Associates, LLC, a Florida limited liability company by the Special Warranty Deed recorded in Official Records Book 1836, page 42

The search has revealed the following:

1. Mineral Reservations contained in instrument recorded in Deed Book 241, page 350; as affected by the Quit-Claim Deed recorded in Official Records Book 738, page 1267.
2. Easement in favor of St. Johns County recorded in Official Records Book 833, page 1526.
3. Assignment of Development Rights as set forth in instrument recorded in Official Records Book 1836, page 4.
4. Grant of Easement as set forth in instrument recorded in Official Records Book 2073, page 513.
5. Mortgage Deed and Security Agreement recorded in Official Records Book 2693, Page 222; Assignment of Rents recorded in Official Records Book 2693, page 259; as affected by the Mortgage Modification recorded in Official Records Book 3123 page 160; as assigned by the Assignment of Mortgage recorded in Official Records Book 3400 page 682; and as further affected by Amended and Restated Mortgage, Security Agreement and Financing Statement recorded in Official Records Book 3400 page 1381; affected by the Subordination Agreements recorded in Official Records Book 4616, page 1043 and Official Records Book 4692, page 1940 and by Joinder and Consent recorded in Official Records Book 4946, page 24 and Subordinated by Mortgage Subordination Agreement recorded in Official Records Book 5957, page 1737.

6. Terms, provisions and conditions as set forth in instrument recorded in Official Records Book 2728, page 784 as affected by Official Records Book 2961, page 1041 and Official Records Book 2961, page 1052.
7. Conservation Easement as set forth in instrument recorded in Official Records Book 2778, page 50; Official Records Book 2808, page 1469; Amendment to Conservation Easement recorded in Official Records Book 2928, page 1234; as further amended by Partial Release of and Amendment to recorded in Official Records Book 3121, page 886 as amended by Amendment to Conservation Easement recorded in Official Records Book 4388, page 1822 and Fourth Amendment recorded in Official Records Book 6036, page 1071.
8. Special Assessments due Madeira Community Development District as set out in Notice of Collection Agreement for Special Assessments recorded in Official Records Book 2927 page 703 and Lien recorded in Official Records Book 2939 page 781 and Official Records Book 2939 page 789 and Official Records Book 3322 page 1786.
9. Covenants, Conditions, Restrictions, Reservations, Easements and Provisions, including private charges and/or assessments, contained in the Declaration of Covenants and Restrictions recorded in Official Records Book 3095, page 900 and First Supplement recorded in Official Records Book 4095, page 1274; as affected by the Partial Release of Easement Parcel recorded in Official Records Book 4616, page 1025; Subordination Agreement recorded in Official Records Book 4616, page 1053; Subordination Agreement recorded in Official Records Book 4616, page 1056; Subordination Agreement recorded in Official Records Book 4692, page 1950; Subordination Agreement recorded in Official Records Book 4692, page 1953 and Second Supplement recorded in Official Records Book 4905, page 266, Joinder and Consent recorded in Official Records Book 4946, page 24; and Third Supplement recorded in Official Records Book 5573, page 406..
10. Notice of Disclosure by Madeira Community Development District as set forth in instrument recorded in Official Records Book 3158, page 553; Amended and Restated Disclosure as set forth by instrument recorded in Official Records Book 4711, page 1835.
11. Declaration of Easement as set forth in instrument recorded in Official Records Book 3242, page 382.
12. Notice of Environmental Resource Permit recorded in Official Records Book 4391, page 1792.
13. Joinder and Consent by Madeira Community Development District recorded in Official Records Book 4946, page 29.
14. Notice of Commencement recorded in Official Records Book 5905, Page 861.
15. Mortgage and Security Agreement recorded in Official Records Book 5957, Page 1715.
16. Mortgagee Special Assessment Acknowledgment recorded in Official Records Book 6120, page 1648.
17. Agreement recorded in Official Records Book 6121, page 844.

18. Collateral Assignment and Assumption of Development and Contract Rights Relating to Assessment Area 2 recorded in Official Records Book 6121, page 858.

19. Declaration of Consent recorded in Official Records Book 6121, page 871.

20. Mortgagee Special Assessment Acknowledgment recorded in Official Records Book 6121, page 879.

NOTE: All taxes for 2024 and prior years are paid.

Public Records shall be defined herein as those records currently established under the Florida Statutes for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.

This report shows only matters disclosed in the aforesaid Public Records, and it does not purport to insure or guarantee the validity or sufficiency of any documents noted herein; nor have the contents of any such documents been examined for references to other liens or encumbrances. This report is not to be construed as an opinion, warranty, or guarantee of title or other similar assurance, nor as a title insurance policy; and its effective date shall be the date above specified through which the Public Records were searched. This Report is being provided for the use and benefit of the above Addressee only, and it may not be used or relied upon by any other party. This Report may not be used for the purpose of issuing a title insurance commitment or policy.

This Report is not title insurance. Pursuant to s. 627.7843, Florida Statutes, the maximum liability of the issuer of this property information report for errors or omissions in this property information report is limited to the amount paid for this property information report, and is further limited to the person(s) expressly identified by name in the property information report as the recipient(s) of the property information report.

File No.: 12106353

By: Masdea Susan  Digitally signed by Masdea, Susan
DN: cn=Masdea, Susan,
email=Susan.Masdea@inf.com
Date: 2025.04.15 07:58:58 -0400

Authorized Signature

Madeira At St. Augustine Phase 3

MAP BOOK

PAGE

SHEET 1 OF 8 SHEETS

SEE SHEET 3 FOR GENERAL NOTES & LEGEND

A PORTION OF THE PLAT OF NORTH ST. AUGUSTINE AS RECORDED IN MAP BOOK 3, PAGE 20, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A PORTION OF OCEAN BOULEVARD (VACATED BY OFFICIAL RECORDS 833, PAGE 1519, SAID PUBLIC RECORDS) A PORTION OF UNSURVEYED SECTION 25, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 54, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF UNSURVEYED SECTION 30, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

CAPTION

A PORTION OF THE PLAT OF NORTH ST. AUGUSTINE AS RECORDED IN MAP BOOK 3, PAGE 20, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A PORTION OF OCEAN BOULEVARD (VACATED BY OFFICIAL RECORDS 833, PAGE 1519, SAID PUBLIC RECORDS) A PORTION OF UNSURVEYED SECTION 25, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 54, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF UNSURVEYED SECTIONS 30, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHERLY CORNER OF LOT 180, AS SHOWN ON THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1, AS RECORDED IN MAP BOOK 64, PAGES 83 THROUGH 85, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 67°02'27" WEST, ALONG THE NORTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1, A DISTANCE OF 120.02 FEET; THENCE NORTH 27°55'23" WEST, CONTINUING ALONG LAST SAID LINE, 15.00 FEET, TO THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF TRACT "H" OF SAID PLAT OF NORTH ST. AUGUSTINE; THENCE NORTH 27°57'11" WEST, ALONG LAST LINE AND ALONG THE SOUTHWESTERLY LINE OF TRACT "H" OF SAID PLAT OF NORTH ST. AUGUSTINE, 424.81 FEET TO THE NORTHWESTERLY LINE OF TRACT "M" OF SAID PLAT OF NORTH ST. AUGUSTINE, THENCE NORTH 62°19'20" EAST, ALONG LAST SAID LINE AND ALONG THE NORTHWESTERLY LINE OF TRACTS "Q" AND "G1", BOTH AS SHOWN ON SAID PLAT OF NORTH ST. AUGUSTINE, AND THE NORTHEASTERLY PROLONGATION THEREOF, 934.38 FEET; THENCE SOUTH 49°48'04" EAST, 358.91 FEET; THENCE SOUTH 08°00'37" EAST, 334.39 FEET; THENCE SOUTH 08°15'33" WEST, 220.53 FEET; THENCE SOUTH 20°06'40" WEST, 113.39 FEET; THENCE SOUTH 00°06'38" EAST, 328.04 FEET; THENCE SOUTH 85°25'55" EAST, 515.42 FEET, TO THE NORTHWESTERLY LINE OF THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, AS RECORDED IN MAP BOOK 113, PAGES 35 THROUGH 48, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTHWESTERLY, NORTHWESTERLY AND SOUTHERLY, ALONG SAID NORTHWESTERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 32°10'52" WEST, 370.18 FEET; COURSE NO. 2: NORTH 57°49'08" WEST, 33.87 FEET; COURSE NO. 3: SOUTH 32°10'52" WEST, 97.85 FEET; COURSE NO. 4: SOUTH 08°01'01" EAST, 151.21 FEET, TO THE NORTHERLY LINE OF THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1B, AS RECORDED IN MAP BOOK 64, PAGES 13 THROUGH 24, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTHWESTERLY, WESTERLY, NORTHWESTERLY, ALONG SAID NORTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1B, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 80°37'21" WEST, 209.12 FEET; COURSE NO. 2: NORTH 89°03'34" WEST, 137.40 FEET; COURSE NO. 3: NORTH 42°44'12" WEST, 208.69 FEET; COURSE NO. 4: NORTH 04°10'22" WEST, 186.18 FEET, TO THE NORTHEASTERLY LINE OF AFORESAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1; THENCE NORTHERLY, NORTHWESTERLY AND NORTHEASTERLY, ALONG SAID NORTHEASTERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: CONTINUE NORTH 04°10'22" WEST, 67.82 FEET; COURSE NO. 2: NORTH 27°50'48" WEST, 435.07 FEET; COURSE NO. 3: NORTH 15°40'22" EAST, 124.10 FEET; COURSE NO. 4: NORTH 27°50'28" WEST, 124.94 FEET; COURSE NO. 5: NORTH 54°44'29" WEST, 212.91 FEET, TO THE POINT OF BEGINNING.

CONTAINING 32.35 ACRES, MORE OR LESS.

CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 2024, THE FOREGOING PLAT WAS APPROVED AND ACCEPTED BY THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA. THIS ACCEPTANCE SHALL NOT BE DEEMED AS REQUIRING CONSTRUCTION OR MAINTENANCE BY THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY OF ANY PART OF SAID SUBDIVISION.

THE CITY OF ST. AUGUSTINE

BY:

MAYOR-COMMISSIONER

BY:

CITY CLERK

CERTIFICATE OF THE CLERK

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND IS RECORDED IN MAP BOOK _____ PAGES _____ OF THE PUBLIC RECORDS OF THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2024.

BY:

ST. JOHNS COUNTY CLERK

CERTIFICATE OF THE CITY ATTORNEY

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY ATTORNEY FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2024.

CITY OF ST. AUGUSTINE, CITY ATTORNEY

CERTIFICATE OF CITY FINANCE DIRECTOR

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY FINANCE DIRECTOR FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2024.

CITY OF ST. AUGUSTINE

CERTIFICATE OF CITY MANAGER

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY MANAGER FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2024.

CITY OF ST. AUGUSTINE

CERTIFICATE OF PLANNING AND BUILDING DEPARTMENT

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE DIRECTOR OF PLANNING AND BUILDING DEPARTMENT FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2024.

CITY OF ST. AUGUSTINE, DIRECTOR OF PLANNING AND BUILDING

CERTIFICATE OF CITY UTILITIES DEPARTMENT

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY UTILITIES DEPARTMENT FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2024.

CITY OF ST. AUGUSTINE, DIRECTOR OF CITY UTILITIES

CERTIFICATE OF PLAT REVIEW

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, BY THE DEVELOPMENT REVIEW PROGRAM FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2024.

C. WILLIAM FAUST, III, PSM

LS# 8680

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED ABOVE, THAT THE SURVEY WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF FLORIDA CHAPTER 177, THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS WILL BE PLACED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA.

SIGNED THE _____ DAY OF _____, 2024, A.D.

MICHAEL J. COLLIGAN
FLORIDA REGISTERED LAND SURVEYOR NO. 6788
CLARY AND ASSOCIATES
L.B. NO. 3731
3530 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257



Item # 16
6120-1648

Prepared by and after recording
return to:

Warren S. Bloom
Greenberg Traurig, P.A.
450 S. Orange Avenue, Suite 650
Orlando, FL 32801

MORTGAGEE SPECIAL ASSESSMENT ACKNOWLEDGMENT

This **MORTGAGEE SPECIAL ASSESSMENT ACKNOWLEDGMENT** is made as of March 20, 2025, by FAIRCREST HOLDINGS, LLC, a Florida limited liability company (the "Mortgagee").

A. The Mortgagee is the owner and holder of that certain amended and restated mortgage executed by PONCE ASSOCIATES, LLC, a Florida limited liability company (the "Mortgagor") in favor of the Mortgagee, to secure a principal amount of \$33,343,345.46 as evidenced by that certain Amended and Restated Mortgage, Security Agreement, and Financing Statement dated January 10, 2011, and recorded in Official Records Book 3400, Page 1381, Instrument #2011003689 of the Public Records of St. Johns County, Florida (the "Public Records"), together with all other related loan documents and security instruments, including any and all partial releases thereof as recorded in the Public Records as of the date hereof (hereinafter referred to collectively as the "Mortgage") with respect to the lands located in St. Johns County, Florida (the "Mortgaged Property") more particularly described in the Mortgage, which Mortgaged Property is within the boundaries of the District and is owned by Mortgagor.

B. The Mortgagee is the owner and holder of that certain Amended and Restated Promissory Note dated January 10, 2011, as amended, to secure an original principal amount of \$33,343,345.46, executed by the Mortgagor and secured by the Mortgage (the "Note").

C. The Mortgaged Property is included within a special independent district known as Madeira Community Development District (the "District"), and the District intends to impose special assessments in an amount sufficient to repay the principal of the Assessment Area 2 Bonds (herein defined) (the "Assessment Area 2 Assessments") on the Mortgaged Property among other lands within the District in accordance with Florida law.

D. The Assessment Area 2 Assessments will be imposed and levied for the purpose of generating funds which will be used to make payments due upon the District's \$9,625,000 Madeira Community Development District Capital Improvement Revenue Bonds (Assessment Area 2), Series 2025 (the "Assessment Area 2 Bonds") which are being issued concurrently with the execution hereof.

E. In order to induce the District to impose and levy the Assessment Area 2 Assessments and issue the Assessment Area 2 Bonds for the benefit of the Mortgaged Property, the District has required and the Mortgagor has requested that the Mortgagee acknowledge (i) the statutory priority of the lien of the Assessment Area 2 Assessments, (ii) that if the Mortgagee becomes the fee simple owner of the Mortgaged Property, whether by judicial foreclosure, private

foreclosure, deed-in-lieu of foreclosure or otherwise, its title is subject to all Assessment Area 2 Assessments not previously paid, and (iii) that to the extent that the imposition of the Assessment Area 2 Assessments would otherwise constitute a default under the Note or the Mortgage, the Mortgagee shall waive such default.

F. The Mortgagee has agreed to provide such acknowledgments as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagee agrees as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference as if set forth in full herein.

2. Covenants by the Mortgagee. The Mortgagee makes the following acknowledgments and agreements to and for the benefit of the District and its successors:

(a) The Mortgagee acknowledges that the Assessment Area 2 Assessments will impose a statutory lien on the Mortgaged Property, superior to the lien of the Mortgage.

(b) The Mortgagee agrees that it will not assert against the District, the Trustee, the holders of the Assessment Area 2 Bonds that the lien of the Assessment Area 2 Assessments, or the payment of the Assessment Area 2 Assessments, will violate any provision of the Mortgage, the Note or any other agreement made by the Mortgagor with or for the benefit of Mortgagee, in connection with the Mortgage or the Note.

(c) The Mortgagee further agrees that it will not in any way contest the legality or the validity of the Assessment Area 2 Assessments or contest or challenge the future levy or imposition of the Assessment Area 2 Assessments or any of the proceedings to be conducted in connection therewith.

(d) If the Mortgagee becomes the fee simple owner of the Mortgaged Property, whether by judicial foreclosure, private foreclosure, deed-in-lieu of foreclosure or otherwise, the Mortgagee recognizes that its title to the Mortgaged Property is subject to all unpaid Assessment Area 2 Assessments.

3. Mortgage Not Affected. This Mortgagee Special Assessment Acknowledgment is made by Mortgagee solely for the benefit of the District and the current and future holders of the Assessment Area 2 Bonds. Nothing herein shall in any way affect the Mortgage or limit Mortgagee's rights or Mortgagor's obligations under the Mortgage. Without limiting the generality of the foregoing, nothing herein shall limit Mortgagee's ability to declare a default under the Mortgage in the event of a violation of the terms of the Mortgage.

4. Mortgagee Waivers. By execution of this Mortgagee Special Assessment Acknowledgment, the Mortgagee hereby waives any default under the Note or the Mortgage

arising solely from the issuance of the Assessment Area 2 Bonds and the imposition of the Assessment Area 2 Assessments. No other waiver is given or implied.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -SIGNATURE PAGE FOLLOWS]

COPY

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed the day and year first above written.

WITNESSES:

FAIRCREST HOLDINGS, LLC
a Delaware limited liability company

By: S. LE MONNIER
Name: S. LE MONNIER
Address: 47 Esplanade
St Helier JE1 0BD

By: [Signature]
Name: ANNA CATHARINA LAMBECHTS
Title: Director of RSF II Limited as the
Managing Member of Faircrest
Holdings, LLC

By: [Signature]
Name: PAUL MOISSAN
Address: 47 Esplanade
St Helier JE1 0BD

ST. HELIER, JERSEY
CHANNEL ISLANDS

The foregoing instrument was acknowledged before me by means of physical presence, this 21st day of March, 2025, by ANNA CATHARINA LAMBECHTS as Director of RSF II Limited as the Managing Member of Faircrest Holdings, LLC. He/she is personally known to me.

[Signature]
Signature of Notary Public
KEITH OWEN DIXON
Print Name of Notary Public
Notary Public in and for the Island of Jersey

KEITH OWEN DIXON
NOTARY PUBLIC
47 Esplanade
St Helier
Jersey, JE1 0BD
keith.dixon@carevolsen.com
Tel: +44 (0)1534 888900



Instr #2025024251 BK: 6121 PG: 844, Filed & Recorded: 3/28/2025 3:07 PM #Pgs:14

Brandon J. Patty, Clerk of the Circuit Court and County Comptroller St. Johns County FL Recording \$120.50

Item # 17

6121-844

Prepared by and return to:
Wesley S. Haber, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

AGREEMENT BETWEEN MADEIRA COMMUNITY DEVELOPMENT DISTRICT AND PONCE ASSOCIATES, LLC REGARDING THE TRUE UP AND PAYMENT OF SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENT REVENUE BONDS (ASSESSMENT AREA 2), SERIES 2025

This Agreement (the "Agreement") is made and entered into as of this 28th day of March, 2025, by and between:

MADEIRA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of St. Augustine, Florida, whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "District"); and

PONCE ASSOCIATES, LLC, a Florida limited liability company and owner of lands within the boundaries of the District, whose address is 1548 The Greens Way, Suite 6, Jacksonville, Florida 32250, its successors and assigns (the "Landowner" and together with the District, each a "Party" and collectively the "Parties").

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the Landowner is currently the owner of certain lands within the District identified in **Exhibit A**, which is attached hereto and incorporated herein (the "Lands"); and

WHEREAS, the District, pursuant to Florida law, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, the District is presently in the process of issuing Madeira Community Development District Capital Improvement Revenue Bonds (Assessment Area 2), Series 2025 (the "Assessment Area 2 Bonds") to finance the acquisition and/or construction of certain infrastructure improvements (the "Assessment Area 2 Project"); and

WHEREAS, the Assessment Area 2 Project is more specifically described and identified as the 2025 Project in that certain *Third Supplemental Engineer's Report Madeira St. Augustine*, dated February 4, 2025 (the "Engineer's Report"); and

WHEREAS, the District has taken certain steps necessary to impose special assessments upon the benefited lands within the District, including the Lands, as security for the Assessment Area 2 Bonds (the "Assessment Area 2 Assessments"); and

WHEREAS, the Landowner agrees that the Lands benefit from the timely acquisition and construction of the Assessment Area 2 Project; and

WHEREAS, the Landowner agrees that the Assessment Area 2 Assessments have been validly imposed and constitute valid, legal and binding liens upon the Lands; and

WHEREAS, the Landowner waives any rights it may have under Section 170.09, Florida Statutes, to prepay the Assessment Area 2 Assessments without interest within thirty (30) days after completion of the Assessment Area 2 Project; and

WHEREAS, the Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Assessment Area 2 Assessments on the Lands; and

WHEREAS, the Landowner will develop the property within the Lands based on then-existing market conditions, and the actual densities developed within the development or subdivision may be at some density less than the densities assumed in the District's Assessment Report (hereinafter defined); and

WHEREAS, the District's lien anticipates a mechanism by which the Landowner shall make certain payments to the District to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to applicable resolutions, the amount of such payments being determined generally by a comparison of the units actually developed within the Lands and the units the Landowner had initially intended to develop within the Lands as described in the District's Assessment Report (which payments shall collectively be referenced as the "True Up Payment"); and

WHEREAS, the Landowner and the District desire to enter into an agreement to confirm the Landowner's intentions and obligations to make True Up Payments and payment of all Assessment Area 2 Assessments imposed on the Lands when due.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the Parties, the receipt of which and sufficiency of which is hereby acknowledged, the Parties agree as follows:

SECTION 1. RECITALS. The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

SECTION 2. VALIDITY OF ASSESSMENTS. The Landowner agrees that Resolutions 2024-10, 2024-11, 2025-01 and 2025-10, and any resolution supplemental thereto, have been duly adopted by the District subject to all applicable legal requirements. The Landowner further agrees that the Assessment Area 2 Assessments imposed as a lien by the District are legal, valid and binding liens. The Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Assessment Area 2 Assessments.

SECTION 3. COVENANT TO PAY. The Landowner will timely pay all such Assessment Area 2 Assessments levied and imposed by the District on the Lands within the District, whether the Assessment Area 2 Assessments are collected by the St. Johns County Tax Collector pursuant to Section 197.3632, Florida Statutes, by the District or by any other method allowable by law. The Landowner further waives any rights it may have under Section 170.09, Florida Statutes, to prepay the Assessment Area 2 Assessments without interest within thirty (30) days of completion of the Assessment Area 2 Project.

SECTION 4. SPECIAL ASSESSMENT REALLOCATION. The *Second Supplemental Special Assessment Allocation Report*, dated September 24, 2024 (the "Master Assessment Report") and the *Second Supplemental Special Assessment Methodology Report*, dated March 19, 2025 (the "Supplemental Assessment Report," and together with the Master Assessment Report, the "Assessment Report") identifies the amount of equivalent assessment units (and/or product types and unit counts) planned for the Property (i.e., 372 Units as set forth in Table 7 of the Assessment Report). At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for review pursuant to the terms herein. Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or this Agreement. If such Proposed Plat is consistent with the development plan as identified in the Assessment Report, the District shall allocate the Assessment Area 2 Assessments to the product types being platted and the remaining property in accordance with the Assessment Report, and cause the Assessment Area 2 Assessments to be recorded in the District's Improvement Lien Book. If a change in development shows a net increase in the overall principal amount of Assessment Area 2 Assessments able to be assigned to the Property, then the District may undertake a pro rata reduction of Assessment Area 2 Assessments for all assessed properties within the Property, or may otherwise address such net increase as permitted by law.

However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Assessment Area 2 Assessments able to be assigned to the planned units described in the Assessment Report, and located within the Property, then the District shall require the landowner(s) of the lands encompassed by the Proposed Plat and the remaining undeveloped lands (as applicable) to pay a "True-Up Payment" equal to the

difference between: (i) the Assessment Area 2 Assessments originally contemplated to be imposed on the lands subject to the Proposed Plat, and (ii) the Assessment Area 2 Assessments able to be imposed on the lands subject to the Proposed Plat, after the Proposed Plat (plus applicable interest, collection costs, penalties, etc.). Any True-Up Payment shall become immediately due and payable prior to platting or re-platting by the Landowner of the lands subject to the Proposed Plat, shall be separate from and not in lieu of the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat until paid. A True-Up Payment shall include accrued interest on the Bonds to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indenture for the Bonds)).

That said, a landowner may request that a True-Up Payment be deferred for later consideration. With respect to the foregoing true-up analysis, the District's Assessment Consultant, in consultation with the District Engineer and District Counsel, shall determine in his or her sole discretion what amount of Assessment Area 2 Assessments are able to be imposed on the remaining developable lands within the District, taking into account the Proposed Plat, by reviewing: a) the original, overall development plan showing the number and type of units reasonably planned for the District, b) the revised, overall development plan showing the number and type of units reasonably planned for the District, c) proof of the amount of entitlements for the remaining developable property within the District, d) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and e) documentation that shows the feasibility of implementing the proposed development plan. Prior to any decision by the District not to impose a True-Up Payment, a supplemental methodology shall be produced demonstrating that there will be sufficient Assessment Area 2 Assessments to pay debt service on the Bonds and the District will conduct new proceedings under Chapters 170, 190 and 197, *Florida Statutes* upon the advice of District Counsel.

All Assessment Area 2 Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Assessment Area 2 Assessments in the form of the herein described True-Up Payments shall become immediately due and payable. This true-up process applies for both plats and/or re-plats.

SECTION 5. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of the Landowner's obligation to pay the Assessment Area 2 Assessments and to abide by the requirements of the application of True-Up Payments. A default by either Party under this Agreement shall entitle any other Party to all remedies available at law

BK: 6121 PG: 848

or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

SECTION 6. RECOVERY OF COSTS AND FEES. In the event either Party is required to enforce this Agreement by court proceedings or otherwise, then each substantially prevailing Party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing Party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

SECTION 7. NOTICE. All notices, requests, consents and other communications hereunder ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or telecopied or hand delivered to the Parties, as follows:

- (a) **If to Landowner:** Ponce Associates, LLC
1548 The Greens Way, Suite 6
Jacksonville, Florida 32250
Attn: William R. Lanius
- (b) **If to District:** Madeira Community Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Wesley S. Haber

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. If mailed as provided above, Notices shall be deemed delivered on the third business day unless actually received earlier. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Parties may deliver Notice on behalf of the Parties. Any Party or other person to whom Notices are to be sent or copied may notify the other Parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein. Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of

such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 8. ASSIGNMENT. No Party may assign its rights, duties or obligations under this Agreement or any monies to become due hereunder without the prior written consent of each other Party, which consent shall not be unreasonably withheld; provided, however, the Landowner may assign this Agreement to any developer or sub-developer of all or a significant portion of the lands within the Assessment Area 2 Project without obtaining the prior written consent of the District.

SECTION 9. AMENDMENT. This Agreement shall constitute the entire agreement between the Parties and may be modified in writing only by the mutual agreement of all Parties.

SECTION 10. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each Party.

SECTION 11. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arm's length transaction. All Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either Party.

SECTION 12. BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal Party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability that may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim that would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 14. APPLICABLE LAW. This Agreement and the provisions contained in this Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

SECTION 15. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 16. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 17. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

SECTION 18. EFFECTIVE DATE. This Agreement shall become effective after execution by the Parties hereto on the date reflected above.

[SIGNATURES ON NEXT PAGE]

COPY

BK: 6121 PG: 851

IN WITNESS WHEREOF, the Parties execute this Agreement the day and year first written above.

Witnesses:

MADEIRA COMMUNITY
DEVELOPMENT DISTRICT

Wendy Hahn
Name: Wendy Hahn
Address: 107 W. College Ave
Tall, FL 32703

Brian Riddle
Brian Riddle
Chairman

Gary S. Brownell
Name: GARY S. BROWNELL
Address: 25 PINDROSO DRIVE
SAINT AUGUSTINE, FL 32085

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of MARCH, 2025, by Brian Riddle as Chairman of the Board of Supervisors of Madeira Community Development District, for and on behalf of the District. He ☒ is personally known to me or ☐ produced _____ as identification.

Benjamin Puhl
Print Name: Benjamin Puhl
Notary Public, State of Florida



BENJAMIN PUHL
Notary Public
State of Florida
Comm# HH608058
Expires 10/30/2028

BK: 6121 PG: 852

WITNESSES:

PONCE ASSOCIATES, LLC,
a Florida limited liability company

Wesley Haber
Name: Wesley Haber
Address: 101 W. College Ave
Tallahassee, FL 32301

By: [Signature]
Name: William R. Lanius
Title: President

Name: Shonda Messinger
Address: 24 Blue Heron Lane
Palm Beach, FL 32137

STATE OF FLORIDA

COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of March, 2025, by William R. Lanius, as President of Ponce Associates, LLC, on its behalf. He ☒ is personally known to me or ☐ produced _____ as identification.

[Signature]
Print Name: Benjamin Pfuhl
Notary Public, State of Florida

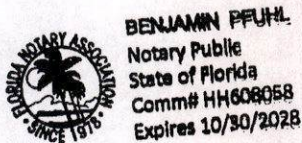


Exhibit A

COPY

BK: 6121 PG: 854

Exhibit A
Landowner Properties

PLATTED LOTS

Lots 21, 131, 132, 133, 134, 135, 138, 139, 141, 142, 143 and 144 of MADEIRA AT ST. AUGUSTINE PHASE 1C, according to the Plat thereof as recorded in Map Book 113, Page(s) 35 through 48, of the Public Records of ST. JOHNS County, Florida; and

Lots 31, 32, 33, 36, 37, 38, 39, 40, 41, 42, 43, 101, 102, 110, 111, 112, 113, 117, 120, 122 and 123 of MADEIRA AT ST. AUGUSTINE PHASE 2A Unit 2, according to the Plat thereof as recorded in Map Book 123, Page(s) 80 through 85, of the Public Records of ST. JOHNS County, Florida; and

FUTURE PHASE 3

A PORTION OF THE PLAT OF NORTH ST. AUGUSTINE AS RECORDED IN MAP BOOK 3, PAGE 20, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A PORTION OF 6TH AVENUE (VACATED BY OFFICIAL RECORDS 935, PAGE 1803, SAID PUBLIC RECORDS) AND A PORTION OF OCEAN BOULEVARD (VACATED BY OFFICIAL RECORDS 833, PAGE 1519, SAID PUBLIC RECORDS) A PORTION OF UNSURVEYED SECTION 25, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 54, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, A PORTION OF UNSURVEYED SECTIONS 30 AND 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, A PORTION OF SECTION 60, TOWNSHIP 7 SOUTH, RANGE 30 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHERLY CORNER OF LOT 180, AS SHOWN ON THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1, AS RECORDED IN MAP BOOK 64, PAGES 63 THROUGH 65, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS; THENCE SOUTH 62°05'27" WEST, ALONG THE NORTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1, A DISTANCE OF 120.02 FEET; THENCE NORTH 27°55'23" WEST, CONTINUING ALONG LAST SAID LINE, 15.00 FEET, TO THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF TRACT "H" OF SAID PLAT OF NORTH ST. AUGUSTINE; THENCE NORTH 27°57'11" WEST, ALONG LAST LINE AND ALONG THE SOUTHWESTERLY LINE OF TRACT "H" OF SAID PLAT OF NORTH ST. AUGUSTINE, 624.61 FEET TO THE NORTHWESTERLY LINE OF TRACT "H" OF SAID PLAT OF NORTH ST. AUGUSTINE; THENCE NORTH 62°19'20" EAST, ALONG LAST SAID LINE AND ALONG THE NORTHWESTERLY LINE OF TRACTS "G" AND "G1" BOTH BEING IN SAID NORTH ST. AUGUSTINE, AND ALONG THE NORTHEASTERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 3 AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1836, PAGE 42, PUBLIC RECORDS OF SAID COUNTY, 934.38 FEET; THENCE SOUTH 48°51'47" EAST, 358.35 FEET; THENCE SOUTH 08°50'12" EAST, 330.96 FEET; THENCE SOUTH 12°16'39" WEST, 332.31 FEET; THENCE SOUTH 00°06'38" EAST, 329.04 FEET; THENCE SOUTH 65°25'55" EAST, 787.14 FEET, TO THE NORTHWESTERLY LINE OF THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, AS RECORDED IN MAP BOOK 113, PAGES 35 THROUGH 48, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY ; THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 56°41'13" WEST, 380.46 FEET;

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COURSE NO. 2: SOUTH 27°47'13" WEST, 60.18 FEET; COURSE NO. 3: SOUTH 32°10'52" WEST, 224.37 FEET, TO THE NORTHERLY LINE OF THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1B, AS RECORDED IN MAP BOOK 64, PAGES 15 THROUGH 24, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY ; THENCE NORTHWESTERLY, SOUTHWESTERLY, WESTERLY AND NORTHERLY, ALONG SAID NORTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1B, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 57°49'08" WEST, 50.31 FEET; COURSE NO. 2: SOUTH 60°37'21" WEST, 209.12 FEET; COURSE NO. 3: NORTH 88°03'34" WEST, 137.40 FEET; COURSE NO. 4: NORTH 42°44'12" WEST, 208.69 FEET; COURSE NO. 5: NORTH 04°10'22" WEST, 166.16 FEET, TO THE NORTHEASTERLY LINE OF AFORESAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1; THENCE NORTHERLY, NORTHWESTERLY AND NORTHEASTERLY, ALONG SAID NORTHEASTERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: CONTINUE NORTH 04°10'22" WEST, 67.82 FEET; COURSE NO. 2: NORTH 27°50'48" WEST, 435.07 FEET; COURSE NO. 3: NORTH 15°40'22" EAST, 124.10 FEET; COURSE NO. 4: NORTH 27°50'26" WEST, 124.94 FEET; COURSE NO. 5: NORTH 54°44'29" WEST, 212.91 FEET, TO THE POINT OF BEGINNING.

CONTAINING 34.44 ACRES, MORE OR LESS; and

FUTURE PHASE 2C UNIT 1

A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF THE UNSURVEYED SECTION 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWESTERLY CORNER OF LOT 188, AS SHOWN ON THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, AS RECORDED IN MAP BOOK 113, PAGES 35 THROUGH 48, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, THENCE NORTH 72°20'02" EAST, ALONG THE SOUTHERLY LINE OF LOT 188 OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, 192.50 FEET; THENCE SOUTH 26°29'00" EAST, 259.79 FEET; THENCE SOUTH 13°01'04" EAST, 738.80 FEET; THENCE SOUTH 01°24'03" WEST, 232.54 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 860.00 FEET, AN ARC DISTANCE OF 136.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°03'43" WEST, 136.69 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 29.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67°26'54" WEST, 27.25 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 69°36'25" WEST, 87.23 FEET; THENCE SOUTH 50°04'07" WEST, 52.92 FEET; THENCE SOUTH 69°12'20" WEST, 115.00 FEET; THENCE SOUTH 61°31'12" WEST, 332.99 FEET; THENCE NORTH 25°19'14" WEST, 285.99 FEET; THENCE NORTH 18°12'13" WEST, 367.26 FEET; THENCE NORTH 24°27'28" WEST, 267.79 FEET; THENCE NORTH 00°26'49" WEST, 89.71 FEET; THENCE NORTH 11°49'09" EAST, 89.09 FEET; THENCE NORTH 02°13'38" WEST, 73.56 FEET; THENCE NORTH 07°47'30" WEST, 122.14 FEET; THENCE NORTH 34°55'42" EAST, 60.36 FEET, TO THE SOUTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C; THENCE EASTERLY;

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SOUTHEASTERLY, SOUTHERLY, AND NORTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TEN (10) COURSES AND DISTANCES: COURSE NO. 1: NORTH 71°59'38" EAST, 362.57 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 2: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 632.00 FEET, AN ARC DISTANCE OF 66.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°29'53" EAST, 66.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH 26°29'00" EAST, 6.37 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 4: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 15.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 25°39'03" EAST, 15.98 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 5: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°24'15" WEST, 36.10 FEET; COURSE NO. 6: SOUTH 22°05'25" EAST, 50.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 7: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 42.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°10'42" EAST, 37.86 FEET; COURSE NO. 8: NORTH 80°07'55" EAST, 54.23 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; COURSE NO. 9: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 27.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°01'16" WEST, 27.50 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 10: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 610.00 FEET, AN ARC DISTANCE OF 15.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°55'13" WEST, 15.88 FEET, TO THE POINT OF BEGINNING.

CONTAINING 20.91 ACRES, MORE OR LESS, and

FUTURE PHASE 2C UNIT 2

A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF THE UNSURVEYED SECTION 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF LOT 185, AS SHOWN ON THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, AS RECORDED IN MAP BOOK 113, PAGES 35 THROUGH 48, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, EASTERLY; AND NORTHWESTERLY, ALONG THE SOUTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 632.00 FEET, AN ARC DISTANCE OF 32.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 62°02'53" EAST, 32.40 FEET, TO THE POINT

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OF TANGENCY OF SAID CURVE; COURSE NO. 2: NORTH 63°31'00" EAST, 110.97 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 3: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°29'00" EAST, 35.36 FEET; COURSE NO. 4: NORTH 63°31'00" EAST, 60.00 FEET; COURSE NO. 5: NORTH 26°29'00" WEST, 55.00 FEET; COURSE NO. 6: NORTH 63°31'00" EAST, 28.33 FEET; THENCE SOUTH 30°20'24" EAST, 46.55 FEET; THENCE NORTH 85°48'19" EAST, 142.00 FEET; THENCE SOUTH 64°59'48" EAST, 222.97 FEET; THENCE SOUTH 29°15'38" EAST, 332.93 FEET; THENCE SOUTH 21°47'00" EAST, 388.87 FEET; THENCE SOUTH 04°09'00" EAST, 583.08 FEET; THENCE SOUTH 11°54'33" WEST, 298.79 FEET; THENCE SOUTH 77°30'55" WEST, 135.97 FEET; THENCE NORTH 82°22'28" WEST, 309.24 FEET; THENCE NORTH 01°24'03" EAST, 232.54 FEET; THENCE NORTH 13°01'04" WEST, 738.80 FEET; THENCE NORTH 26°29'00" WEST, 259.79 FEET, TO THE SOUTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, THENCE CONTINUING NORTH 26°29'00" WEST, ALONG LAST SAID LINE, 347.43 FEET, TO THE POINT OF BEGINNING.

CONTAINING 20.29 ACRES, MORE OR LESS, and

FUTURE PHASE 2A-3 (MULTI-FAMILY)

A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, TOGETHER WITH A PORTION OF THE UNSURVEYED SECTION 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST EASTERLY CORNER OF MADEIRA AT ST. AUGUSTINE PHASE 2A UNIT 1, AS RECORDED IN MAP BOOK 102, PAGES 49 THROUGH 61, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 37°51'13" EAST, 323.71 FEET TO THE POINT OF BEGINNING; THENCE NORTH 61°31'12" EAST, 332.99 FEET; THENCE NORTH 69°12'20" EAST, 115.00 FEET; THENCE NORTH 50°04'07" EAST, 52.92 FEET; THENCE NORTH 69°36'25" EAST, 87.23 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 29.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67°26'54" EAST, 27.25 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 860.00 FEET, AN ARC DISTANCE OF 136.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°03'43" EAST, 136.69 FEET; THENCE SOUTH 82°22'28" EAST, 134.79 FEET; THENCE SOUTH 07°37'32" WEST, 57.77 FEET; THENCE SOUTH 16°09'13" EAST, 773.92 FEET; THENCE SOUTH 31°46'56" EAST, 193.90 FEET; THENCE SOUTH 02°50'39" WEST, 635.19 FEET; THENCE SOUTH 20°29'26" WEST, 72.17 FEET; THENCE SOUTH 84°29'01" WEST, 171.48 FEET; THENCE NORTH 36°45'42" WEST, 102.22 FEET; THENCE NORTH 04°23'54" EAST, 298.18 FEET; THENCE SOUTH 76°00'26" WEST, 280.67 FEET; THENCE NORTH 22°27'30" WEST, 1359.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.52 ACRES, MORE OR LESS.

~ Exhibit A - 4 ~

Item # 18

6121-858

Prepared by and return to:
Wesley S. Haber, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND CONTRACT RIGHTS
RELATING TO ASSESSMENT AREA 2**

This Assignment (the "Assignment") is made and entered into this 28th day of March, 2025, by and between:

PONCE ASSOCIATES, LLC, a Florida limited liability company and owner of lands within the boundaries of the District, whose address is 1548 The Greens Way, Suite 6, Jacksonville, Florida 32250, its successors and assigns (the "Landowner" or "Assignor"); and

MADEIRA COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and located in the City of St. Augustine, Florida, whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "District" or "Assignee").

RECITALS

WHEREAS, the District proposes to issue Capital Improvements Revenue Bonds (Assessment Area 2), Series 2025 (the "Bonds") to finance certain public infrastructure (the "Assessment Area 2 Project") which will provide special benefit to the developable lands (the "Lands") located within the geographical boundaries of the District; and

WHEREAS, the Landowner is the owner and developer of the Lands, which are more particularly described on **Exhibit A** attached hereto and incorporated herein by this reference; and

WHEREAS, the security for the repayment of the Bonds is the special assessments levied against the Lands (the "Special Assessments"); and

WHEREAS, the District and the Landowner anticipate that the Lands will be developed in accordance with the *Second Supplemental Engineers Report* dated September 24, 2024, as updated by the *Third Supplemental Engineer's Report*, dated February 4, 2025 (the "Engineer's Report") and the *Second Supplemental Special Assessment Allocation Report*, dated March 19, 2025 (the "Assessment Report") until such time as the Lands subject to the Special Assessments have been developed and sold to homebuilders and/or end-users (the "Development Completion"); and

WHEREAS, the failure to achieve Development Completion may increase the likelihood that the purchasers of the Bonds will not receive the full benefit of their investment in the Bonds; and

WHEREAS, during the period in which the Lands are being developed and the Assessment Area 2 Project has yet to reach Development Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Special Assessments securing the Bonds; and

WHEREAS, in the event of default in the payment of the Special Assessments securing the Bonds, the District has certain remedies with respect to the lien of the Special Assessments as more particularly set forth herein; and

WHEREAS, if the Special Assessments are directly billed, the sole remedy available to the District for non-payment of the Special Assessments is an action in foreclosure; if the Special Assessments are collected pursuant to Florida's uniform method of collection, the sole remedy available to the District for non-payment of the Special Assessments is the sale of tax certificates (collectively, the "Remedial Rights"); and

WHEREAS, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development & Contract Rights (defined below), to complete development of the Lands to the extent that prior to such exercise, such Development & Contract Rights have not been previously assigned, transferred, or otherwise conveyed to an end-user or homebuilder resulting from the sale of certain Lands in the ordinary course of business, St. Johns County, the District, any applicable homeowner's association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the Assessment Area 2 Project (a "Prior Transfer"); and

WHEREAS, this Assignment is not intended to impair or interfere with the development of the Assessment Area 2 Project and shall only be inchoate until becoming an effective and absolute assignment and assumption of the Development & Contract Rights, as defined below, upon failure of the Assignor to pay the Special Assessments levied against the Lands owned by the Assignor; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the terms of this Assignment or to the extent that a Prior Transfer has not already occurred with respect to the Development & Contract Rights; and

WHEREAS, in the event of a transfer, conveyance or sale of any portion of the Lands (excluding a Prior Transfer), any and all affiliated entities or successors-in-interest to the Lands shall be subject to this Assignment, which shall be recorded in the Official Records of St. Johns County, Florida; and

WHEREAS, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Assessment Area 2 Project; and

WHEREAS, absent this Assignment becoming effective and absolute, it shall automatically terminate upon the earliest to occur of the following: (i) payment of the Bonds in full; (ii) Development Completion; or (ii) upon occurrence of a Prior Transfer, but only to the extent that such Development & Contract Rights are subject to the Prior Transfer (the period from execution of this Assignment to any such termination or absolute effectiveness being referred to herein as the "Term").

NOW, THEREFORE, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the sufficiency of which is acknowledged, Assignor and Assignee agree as follows:

SECTION 1. COLLATERAL ASSIGNMENT. Assignor hereby collaterally assigns to Assignee, to the extent assignable and to the extent that they are solely owned or controlled by Assignor at execution of this Assignment or acquired in the future, all of Assignor's development rights and contract rights relating to the Lands (herein the "Development & Contract Rights") as security for Assignor's payment and performance and discharge of its obligation to pay the Special Assessments levied against the Lands. This assignment shall become effective and absolute upon failure of the Assignor to pay the Special Assessments levied against the Lands owned by the Assignor and the acquisition of such Lands by the District or its assignee. The Development & Contract Rights shall include the following as they pertain to the Assessment Area 2 Project, but shall specifically exclude any such portion of the Development & Contract Rights which are subject to a Prior Transfer:

(a) Any declaration of covenants of a homeowner's association governing the portion of the Lands, as recorded in the Official Records of St. Johns County, Florida, and as the same may be amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options controlled by the "Developer" or "Declarant" thereunder.

(b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, wastewater collection, and other improvements necessary to develop the Lands, including any required offsite improvements.

(c) Preliminary and final site plans related to the Lands.

(d) Architectural plans and specifications for buildings and other improvements to the Lands.

(e) Permits, approvals, resolutions, variances, licenses, impact fees and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Lands and construction of improvements thereon including, but not limited to, the following:

- (i) Any and all approvals, extensions, amendments, rezoning and development orders rendered by governmental authorities, including St. Johns County, relating to the Lands.
 - (ii) Any and all service agreements relating to utilities, water and/or wastewater for the Lands.
 - (iii) Permits, more particularly described in the Engineer's Report for the Lands.
- (f) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Lands or the construction of improvements thereon.
- (g) Notwithstanding anything contained herein to the contrary, contracts and agreements with private utility providers to provide utility services to the Lands, including the lots.
- (h) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

SECTION 2. WARRANTIES BY ASSIGNOR. Assignor represents and warrants to Assignee that:

- (a) Any transfer, conveyance or sale of the Lands (excluding any Prior Transfer) shall subject any and all affiliated entities or successors-in-interest of the Landowner to this Assignment.
- (b) Assignor is not prohibited under any agreement with any other person or under any judgment or decree from the execution and delivery of this Assignment.
- (c) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor's obligations herein contained.

SECTION 3. COVENANTS. Assignor covenants with Assignee that during the Term (as defined above):

- (a) Assignor will use reasonable, good faith efforts to: (i) fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development & Contract Rights and (ii) give notice to Assignee of any claim of default relating to the Development & Contract Rights given to or by Assignor, together with a complete copy of any such claim.
- (b) The Development & Contract Rights include all of Assignor's right to modify the Development & Contract Rights, to terminate the Development & Contract Rights, and to

waive or release the performance or observance of any obligation or condition of the Development & Contract Rights; provided that no such modification, termination, waiver or release affects any of the Development & Contract Rights which pertain to lands outside of the District not relating to development of the Lands.

(c) Assignor agrees to perform any and all actions necessary and use good faith efforts relating to any and all future creations, changes, extensions, revisions, modifications, substitutions, and replacements of the Development & Contract Rights.

SECTION 4. EVENT(S) OF DEFAULT. Any breach of the Assignor's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof will, after the giving of notice and an opportunity to cure (which cure period shall be at least sixty (60) days) shall constitute an Event of Default under this Assignment.

SECTION 5. REMEDIES UPON EVENT OF DEFAULT. Upon an Event of Default, Assignee may, as Assignee's sole and exclusive remedies, take any or all of the following actions, at Assignee's option:

(a) Perform any and all obligations of Assignor relating to the Development & Contract Rights and exercise any and all rights of Assignor therein as fully as Assignor could.

(b) Initiate, appear in, or defend any action arising out of or affecting the Development & Contract Rights.

SECTION 6. AUTHORIZATION. Upon the occurrence and during the continuation of an Event of Default, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development & Contract Rights to tender performance thereunder to Assignee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor.

SECTION 7. MISCELLANEOUS. Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "person" and "party" shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

SECTION 8. THIRD PARTY BENEFICIARIES. The Trustee for the Bonds, on behalf of the bondholders, shall be a direct third party beneficiary of the terms and conditions of this Assignment and shall be entitled to cause the District to enforce the Landowner's obligations hereunder. In the event that the District does not promptly take Trustee's written direction under this Assignment, or the District is otherwise in default under the Indenture, the Trustee shall have

the right to enforce the District's rights hereunder directly. This Assignment is solely for the benefit of the parties set forth in this Section, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other third party. The Trustee shall not be deemed to have assumed any obligations hereunder.

SECTION 9. ASSIGNMENT. No party may assign its rights, duties or obligations under this Assignment or any monies to become due hereunder without the prior written consent of each other party, which consent shall not be unreasonably withheld; provided, however, the Landowner may assign this Assignment to any developer or sub-developer of all or a significant portion of the Lands without obtaining the prior written consent of the District.

SECTION 10. ENFORCEMENT. A default by either party under this Assignment shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

[Signatures on following pages]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed and delivered on the day and year first written above.

WITNESSES:

Wesley Maher
 Name: Wesley Maher
 Address: 167 W. College Ave
Tall, FL 32101

Rhonda Massina
 Name: Rhonda Massina
 Address: 74 Blue Heron Lane
Palm Beach, FL 32137

ASSIGNOR:

PONCE ASSOCIATES, LLC,
 a Florida limited liability company

By: [Signature]
 Name: William R. Lanius
 Title: President

STATE OF FLORIDA
 COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of March, 2025, by William R. Lanius, as President of Ponce Associates, LLC, on its behalf. He ☒ is personally known to me or ☐ produced _____ as identification.



BENJAMIN PFUHL
 Notary Public
 State of Florida
 Comm# HH608058
 Expires 10/30/2028

[Signature]
 Print Name: Benjamin Pfuhl
 Notary Public, State of Florida

WITNESSES:

Attest:

Wesley Maher
Name: Wesley Maher
Address: 10 W. Collye Ave
Tull, FL 3203

ASSIGNEE:

**MADEIRA COMMUNITY
DEVELOPMENT DISTRICT**

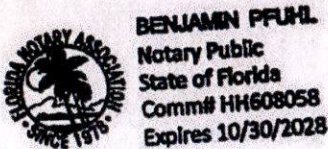
Brian Riddle
Brian Riddle
Chairman

Witness:

GARY J. BROWNELL
Name: GARY J. BROWNELL
Address: 25 PINTO ROSS DRIVE
ST. AUGUSTINE, FL 32095

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of March, 2025, by Brian Riddle, as Chairman of the Board of Supervisors of Madeira Community Development District, for and on behalf of the District. He ☒ is personally known to me or ☐ produced _____ as identification.



Benjamin Pfehl
Print Name: Benjamin Pfehl
Notary Public, State of Florida

EXHIBIT A
Description of the Lands

COPY

Exhibit A
Landowner Properties

PLATTED LOTS

Lots 21, 131, 132, 133, 134, 135, 138, 139, 141, 142, 143 and 144 of MADEIRA AT ST. AUGUSTINE PHASE 1C, according to the Plat thereof as recorded in Map Book 113, Page(s) 35 through 48, of the Public Records of ST. JOHNS County, Florida; and

Lots 31, 32, 33, 36, 37, 38, 39, 40, 41, 42, 43, 101, 102, 110, 111, 112, 113, 117, 120, 122 and 123 of MADEIRA AT ST. AUGUSTINE PHASE 2A Unit 2, according to the Plat thereof as recorded in Map Book 123, Page(s) 80 through 85, of the Public Records of ST. JOHNS County, Florida; and

FUTURE PHASE 3

A PORTION OF THE PLAT OF NORTH ST. AUGUSTINE AS RECORDED IN MAP BOOK 3, PAGE 20, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A PORTION OF 6TH AVENUE (VACATED BY OFFICIAL RECORDS 935, PAGE 1803, SAID PUBLIC RECORDS) AND A PORTION OF OCEAN BOULEVARD (VACATED BY OFFICIAL RECORDS 833, PAGE 1519, SAID PUBLIC RECORDS) A PORTION OF UNSURVEYED SECTION 25, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 54, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, A PORTION OF UNSURVEYED SECTIONS 30 AND 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, A PORTION OF SECTION 60, TOWNSHIP 7 SOUTH, RANGE 30 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHERLY CORNER OF LOT 180, AS SHOWN ON THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1, AS RECORDED IN MAP BOOK 64, PAGES 63 THROUGH 65, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS; THENCE SOUTH 62°05'27" WEST, ALONG THE NORTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1, A DISTANCE OF 120.02 FEET; THENCE NORTH 27°55'23" WEST, CONTINUING ALONG LAST SAID LINE, 15.00 FEET, TO THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF TRACT "H" OF SAID PLAT OF NORTH ST. AUGUSTINE; THENCE NORTH 27°57'11" WEST, ALONG LAST LINE AND ALONG THE SOUTHWESTERLY LINE OF TRACT "H" OF SAID PLAT OF NORTH ST. AUGUSTINE, 624.61 FEET TO THE NORTHWESTERLY LINE OF TRACT "H" OF SAID PLAT OF NORTH ST. AUGUSTINE; THENCE NORTH 62°19'20" EAST, ALONG LAST SAID LINE AND ALONG THE NORTHWESTERLY LINE OF TRACTS "G" AND "G1" BOTH BEING IN SAID NORTH ST. AUGUSTINE, AND ALONG THE NORTHEASTERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 3 AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1836, PAGE 42, PUBLIC RECORDS OF SAID COUNTY, 934.38 FEET; THENCE SOUTH 48°51'47" EAST, 358.35 FEET; THENCE SOUTH 08°50'12" EAST, 330.96 FEET; THENCE SOUTH 12°16'39" WEST, 332.31 FEET; THENCE SOUTH 00°06'38" EAST, 329.04 FEET; THENCE SOUTH 65°25'55" EAST, 787.14 FEET, TO THE NORTHWESTERLY LINE OF THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, AS RECORDED IN MAP BOOK 113, PAGES 35 THROUGH 48, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY ; THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 56°41'13" WEST, 380.46 FEET;

COURSE NO. 2: SOUTH 27°47'13" WEST, 60.18 FEET; COURSE NO. 3: SOUTH 32°10'52" WEST, 224.37 FEET, TO THE NORTHERLY LINE OF THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1B, AS RECORDED IN MAP BOOK 64, PAGES 15 THROUGH 24, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY ; THENCE NORTHWESTERLY, SOUTHWESTERLY, WESTERLY AND NORTHERLY, ALONG SAID NORTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1B, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 57°49'08" WEST, 50.31 FEET; COURSE NO. 2: SOUTH 60°37'21" WEST, 209.12 FEET; COURSE NO. 3: NORTH 88°03'34" WEST, 137.40 FEET; COURSE NO. 4: NORTH 42°44'12" WEST, 208.69 FEET; COURSE NO. 5: NORTH 04°10'22" WEST, 166.16 FEET, TO THE NORTHEASTERLY LINE OF AFORESAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1; THENCE NORTHERLY, NORTHWESTERLY AND NORTHEASTERLY, ALONG SAID NORTHEASTERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: CONTINUE NORTH 04°10'22" WEST, 67.82 FEET; COURSE NO. 2: NORTH 27°50'48" WEST, 435.07 FEET; COURSE NO. 3: NORTH 15°40'22" EAST, 124.10 FEET; COURSE NO. 4: NORTH 27°50'26" WEST, 124.94 FEET; COURSE NO. 5: NORTH 54°44'29" WEST, 212.91 FEET, TO THE POINT OF BEGINNING.

CONTAINING 34.44 ACRES, MORE OR LESS; and

FUTURE PHASE 2C UNIT 1

A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF THE UNSURVEYED SECTION 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWESTERLY CORNER OF LOT 188, AS SHOWN ON THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, AS RECORDED IN MAP BOOK 113, PAGES 35 THROUGH 48, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, THENCE NORTH 72°20'02" EAST, ALONG THE SOUTHERLY LINE OF LOT 188 OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, 192.50 FEET; THENCE SOUTH 26°29'00" EAST, 259.79 FEET; THENCE SOUTH 13°01'04" EAST, 738.80 FEET; THENCE SOUTH 01°24'03" WEST, 232.54 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 860.00 FEET, AN ARC DISTANCE OF 136.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°03'43" WEST, 136.69 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 29.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67°26'54" WEST, 27.25 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 69°36'25" WEST, 87.23 FEET; THENCE SOUTH 50°04'07" WEST, 52.92 FEET; THENCE SOUTH 69°12'20" WEST, 115.00 FEET; THENCE SOUTH 61°31'12" WEST, 332.99 FEET; THENCE NORTH 25°19'14" WEST, 285.99 FEET; THENCE NORTH 18°12'13" WEST, 367.26 FEET; THENCE NORTH 24°27'28" WEST, 267.79 FEET; THENCE NORTH 00°26'49" WEST, 89.71 FEET; THENCE NORTH 11°49'09" EAST, 89.09 FEET; THENCE NORTH 02°13'38" WEST, 73.56 FEET; THENCE NORTH 07°47'30" WEST, 122.14 FEET; THENCE NORTH 34°55'42" EAST, 60.36 FEET, TO THE SOUTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C; THENCE EASTERLY;

SOUTHEASTERLY, SOUTHERLY, AND NORTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TEN (10) COURSES AND DISTANCES: COURSE NO. 1: NORTH 71°59'38" EAST, 362.57 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 2: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 632.00 FEET, AN ARC DISTANCE OF 66.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°29'53" EAST, 66.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH 26°29'00" EAST, 6.37 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 4: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 15.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 25°39'03" EAST, 15.98 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 5: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°24'15" WEST, 36.10 FEET; COURSE NO. 6: SOUTH 22°05'25" EAST, 50.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 7: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 42.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°10'42" EAST, 37.86 FEET; COURSE NO. 8: NORTH 80°07'55" EAST, 54.23 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; COURSE NO. 9: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 27.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°01'16" WEST, 27.50 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 10: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 610.00 FEET, AN ARC DISTANCE OF 15.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°55'13" WEST, 15.88 FEET, TO THE POINT OF BEGINNING.

CONTAINING 20.91 ACRES, MORE OR LESS; and

FUTURE PHASE 2C UNIT 2

A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF THE UNSURVEYED SECTION 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF LOT 185, AS SHOWN ON THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, AS RECORDED IN MAP BOOK 113, PAGES 35 THROUGH 48, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, EASTERLY; AND NORTHWESTERLY, ALONG THE SOUTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 632.00 FEET, AN ARC DISTANCE OF 32.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 62°02'53" EAST, 32.40 FEET, TO THE POINT

OF TANGENCY OF SAID CURVE; COURSE NO. 2: NORTH 63°31'00" EAST, 110.97 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 3: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°29'00" EAST, 35.36 FEET; COURSE NO. 4: NORTH 63°31'00" EAST, 60.00 FEET; COURSE NO. 5: NORTH 26°29'00" WEST, 55.00 FEET; COURSE NO. 6: NORTH 63°31'00" EAST, 28.33 FEET; THENCE SOUTH 30°20'24" EAST, 46.55 FEET; THENCE NORTH 85°48'19" EAST, 142.00 FEET; THENCE SOUTH 64°59'48" EAST, 222.97 FEET; THENCE SOUTH 29°15'38" EAST, 332.93 FEET; THENCE SOUTH 21°47'00" EAST, 388.87 FEET; THENCE SOUTH 04°09'00" EAST, 583.08 FEET; THENCE SOUTH 11°54'33" WEST, 298.79 FEET; THENCE SOUTH 77°30'55" WEST, 135.97 FEET; THENCE NORTH 82°22'28" WEST, 309.24 FEET; THENCE NORTH 01°24'03" EAST, 232.54 FEET; THENCE NORTH 13°01'04" WEST, 738.80 FEET; THENCE NORTH 26°29'00" WEST, 259.79 FEET, TO THE SOUTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, THENCE CONTINUING NORTH 26°29'00" WEST, ALONG LAST SAID LINE, 347.43 FEET, TO THE POINT OF BEGINNING.

CONTAINING 20.29 ACRES, MORE OR LESS, and

FUTURE PHASE 2A-3 (MULTI-FAMILY)

A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, TOGETHER WITH A PORTION OF THE UNSURVEYED SECTION 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST EASTERLY CORNER OF MADEIRA AT ST. AUGUSTINE PHASE 2A UNIT 1, AS RECORDED IN MAP BOOK 102, PAGES 49 THROUGH 61, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 37°51'13" EAST, 323.71 FEET TO THE POINT OF BEGINNING; THENCE NORTH 61°31'12" EAST, 332.99 FEET; THENCE NORTH 69°12'20" EAST, 115.00 FEET; THENCE NORTH 50°04'07" EAST, 52.92 FEET; THENCE NORTH 69°36'25" EAST, 87.23 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 29.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67°26'54" EAST, 27.25 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 860.00 FEET, AN ARC DISTANCE OF 136.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°03'43" EAST, 136.69 FEET; THENCE SOUTH 82°22'28" EAST, 134.79 FEET; THENCE SOUTH 07°37'32" WEST, 57.77 FEET; THENCE SOUTH 16°09'13" EAST, 773.92 FEET; THENCE SOUTH 31°46'56" EAST, 193.90 FEET; THENCE SOUTH 02°50'39" WEST, 635.19 FEET; THENCE SOUTH 20°29'26" WEST, 72.17 FEET; THENCE SOUTH 84°29'01" WEST, 171.48 FEET; THENCE NORTH 36°45'42" WEST, 102.22 FEET; THENCE NORTH 04°23'54" EAST, 298.18 FEET; THENCE SOUTH 76°00'26" WEST, 280.67 FEET; THENCE NORTH 22°27'30" WEST, 1359.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.52 ACRES, MORE OR LESS.

Item # 19

6121-871

This instrument was prepared by:

Wesley S. Haber, Esq.
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

DECLARATION OF CONSENT

Ponce Associates, LLC, a Florida limited liability company, with a mailing address of 1548 The Greens Way, Suite 6, Jacksonville, Florida 32250, together with its successors and assigns (together, "**Landowner**"), represents that it is the owner of 100% of the developable land described in **Exhibit A** attached hereto and made a part hereof ("**Property**"), and further declares, acknowledges and agrees as follows:

1. The Madeira Community Development District ("**District**") is, and has been at all times, on and after June 6, 2006, a legally created, duly organized, and validly existing community development district under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended ("**Act**"). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Florida Land and Water Adjudicatory Commission ("**FLWAC**"), relating to the creation of the District located in the City of St. Augustine, St. Johns County contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) FLWAC Rule 42CCC-1, effective as of June 6, 2006, was duly and properly adopted by FLWAC in compliance with all applicable requirements of law; and (c) the members of the Board of Supervisors of the District were duly and properly designated pursuant to the Act to serve in their capacities, and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from June 6, 2006, to and including the date of this Declaration.

2. The Landowner understands and acknowledges that the District has adopted Resolution Nos. 2024-10, 2024-11, 2025-01 and 2025-10 (collectively, "**Assessment Resolutions**") that levied and imposed debt service special assessment liens on the Property (together, "**2025 Assessments**"). Such 2025 Assessments are legal, valid and binding first liens upon the Property, coequal with the lien of all state, county, district and municipal taxes, and superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner hereby expressly: (i) acknowledges, represents and agrees that the 2025 Assessments, the Assessment Resolutions, and the terms of the financing documents related to the District's issuance of its \$9,625,000 Madeira Community Development District (City of St. Augustine, Florida) Capital Improvement Revenue Bonds (Assessment Area 2), Series 2025, or securing payment thereof ("**Financing Documents**"), are, to the extent of the Landowner's obligations thereunder and with respect thereto, valid and binding obligations enforceable in accordance with their terms; (ii) represents that the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the 2025

Assessments and/or amounts due under the Financing Documents, and the Landowner expressly waives any such claims, offsets, defenses or counterclaims; (iii) agrees that the Landowner hereby waives any and all rights, remedies, and other actions now or hereafter contemplated to contest, challenge, or otherwise dispute or objection to the Assessment Resolutions, the 2025 Assessments, the Financing Documents, and all proceedings undertaken by the District in connection therewith; (iv) agrees that the Landowner expressly waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner's default and agrees that immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (v) acknowledges that, to the extent the Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to section 197.3632, *Florida Statutes*, in any subsequent year.

4. The Landowner hereby waives the right granted in Section 170.09, *Florida Statutes*, to prepay the 2025 Assessments within thirty (30) days after the improvements are completed, without interest, in consideration of, among other things, rights granted by the District to prepay the 2025 Assessments in full at any time, but with interest, under the circumstances set forth in the resolutions of the District levying such 2025 Assessments.

5. Other information regarding the 2025 Assessments is available from the District Manager, 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, (813) 933-5571.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL RUN WITH THE LAND DESCRIBED IN EXHIBIT A HERETO AND SHALL BE BINDING ON THE LANDOWNERS AND ON ALL PERSONS (INCLUDING BUT NOT LIMITED TO INDIVIDUALS AS WELL AS CORPORATIONS, ASSOCIATIONS, TRUSTS, AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE LAND, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE LAND IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE: DECLARATION OF CONSENT]

To be effective as of the 28th day of March, 2025.

WITNESS

PONCE ASSOCIATES, LLC, a Florida limited liability company

By: Wesley Hahn
 Name: Wesley Hahn
 Address: 101 W. College Ave
Tell, FL 32201

By: [Signature]
 William R. Lanius
 President

By: Rhonda Messinger
 Name: Rhonda Messinger
 Address: 24 Blue Heron Lane
Palm Coast, FL 32137

STATE OF FLORIDA
 COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 25 day of March, 2025, by William R. Lanius, as President of Ponce Associates, LLC, on its behalf. He ☒ is personally known to me or ☐ produced _____ as identification.

[Notary Stamp]



BENJAMIN PFUHL
 Notary Public
 State of Florida
 Comm# HH608058
 Expires 10/30/2028

[Signature]
 Notary Public, State of Florida

EXHIBIT A: Legal Description of Property

EXHIBIT A
Legal Description of Property

COPY

Exhibit A
Landowner Properties

PLATTED LOTS

Lots 21, 131, 132, 133, 134, 135, 138, 139, 141, 142, 143 and 144 of MADEIRA AT ST. AUGUSTINE PHASE 1C, according to the Plat thereof as recorded in Map Book 113, Page(s) 35 through 48, of the Public Records of ST. JOHNS County, Florida; and

Lots 31, 32, 33, 36, 37, 38, 39, 40, 41, 42, 43, 101, 102, 110, 111, 112, 113, 117, 120, 122 and 123 of MADEIRA AT ST. AUGUSTINE PHASE 2A Unit 2, according to the Plat thereof as recorded in Map Book 123, Page(s) 80 through 85, of the Public Records of ST. JOHNS County, Florida; and

FUTURE PHASE 3

A PORTION OF THE PLAT OF NORTH ST. AUGUSTINE AS RECORDED IN MAP BOOK 3, PAGE 20, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A PORTION OF 6TH AVENUE (VACATED BY OFFICIAL RECORDS 935, PAGE 1803, SAID PUBLIC RECORDS) AND A PORTION OF OCEAN BOULEVARD (VACATED BY OFFICIAL RECORDS 833, PAGE 1519, SAID PUBLIC RECORDS) A PORTION OF UNSURVEYED SECTION 25, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 54, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, A PORTION OF UNSURVEYED SECTIONS 30 AND 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, A PORTION OF SECTION 60, TOWNSHIP 7 SOUTH, RANGE 30 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHERLY CORNER OF LOT 180, AS SHOWN ON THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1, AS RECORDED IN MAP BOOK 64, PAGES 63 THROUGH 65, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS; THENCE SOUTH 62°05'27" WEST, ALONG THE NORTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1, A DISTANCE OF 120.02 FEET; THENCE NORTH 27°55'23" WEST, CONTINUING ALONG LAST SAID LINE, 15.00 FEET, TO THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF TRACT "H" OF SAID PLAT OF NORTH ST. AUGUSTINE; THENCE NORTH 27°57'11" WEST, ALONG LAST LINE AND ALONG THE SOUTHWESTERLY LINE OF TRACT "H" OF SAID PLAT OF NORTH ST. AUGUSTINE, 624.61 FEET TO THE NORTHWESTERLY LINE OF TRACT "H" OF SAID PLAT OF NORTH ST. AUGUSTINE; THENCE NORTH 62°19'20" EAST, ALONG LAST SAID LINE AND ALONG THE NORTHWESTERLY LINE OF TRACTS "G" AND "G1" BOTH BEING IN SAID NORTH ST. AUGUSTINE, AND ALONG THE NORTHEASTERLY LINE OF THOSE LANDS DESIGNATED AS PARCEL 3 AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS 1836, PAGE 42, PUBLIC RECORDS OF SAID COUNTY, 934.38 FEET; THENCE SOUTH 48°51'47" EAST, 358.35 FEET; THENCE SOUTH 08°50'12" EAST, 330.96 FEET; THENCE SOUTH 12°16'39" WEST, 332.31 FEET; THENCE SOUTH 00°06'38" EAST, 329.04 FEET; THENCE SOUTH 65°25'55" EAST, 787.14 FEET, TO THE NORTHWESTERLY LINE OF THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, AS RECORDED IN MAP BOOK 113, PAGES 35 THROUGH 48, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY ; THENCE SOUTHWESTERLY, ALONG SAID NORTHWESTERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 56°41'13" WEST, 380.46 FEET;

COURSE NO. 2: SOUTH 27°47'13" WEST, 60.18 FEET; COURSE NO. 3: SOUTH 32°10'52" WEST, 224.37 FEET, TO THE NORTHERLY LINE OF THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1B, AS RECORDED IN MAP BOOK 64, PAGES 15 THROUGH 24, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY ; THENCE NORTHWESTERLY, SOUTHWESTERLY, WESTERLY AND NORTHERLY, ALONG SAID NORTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1B, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: NORTH 57°49'08" WEST, 50.31 FEET; COURSE NO. 2: SOUTH 60°37'21" WEST, 209.12 FEET; COURSE NO. 3: NORTH 88°03'34" WEST, 137.40 FEET; COURSE NO. 4: NORTH 42°44'12" WEST, 208.69 FEET; COURSE NO. 5: NORTH 04°10'22" WEST, 166.16 FEET, TO THE NORTHEASTERLY LINE OF AFORESAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1; THENCE NORTHERLY, NORTHWESTERLY AND NORTHEASTERLY, ALONG SAID NORTHEASTERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: CONTINUE NORTH 04°10'22" WEST, 67.82 FEET; COURSE NO. 2: NORTH 27°50'48" WEST, 435.07 FEET; COURSE NO. 3: NORTH 15°40'22" EAST, 124.10 FEET; COURSE NO. 4: NORTH 27°50'26" WEST, 124.94 FEET; COURSE NO. 5: NORTH 54°44'29" WEST, 212.91 FEET, TO THE POINT OF BEGINNING.

CONTAINING 34.44 ACRES, MORE OR LESS; and

FUTURE PHASE 2C UNIT 1

A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF THE UNSURVEYED SECTION 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWESTERLY CORNER OF LOT 188, AS SHOWN ON THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, AS RECORDED IN MAP BOOK 113, PAGES 35 THROUGH 48, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, THENCE NORTH 72°20'02" EAST, ALONG THE SOUTHERLY LINE OF LOT 188 OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, 192.50 FEET; THENCE SOUTH 26°29'00" EAST, 259.79 FEET; THENCE SOUTH 13°01'04" EAST, 738.80 FEET; THENCE SOUTH 01°24'03" WEST, 232.54 FEET, TO THE ARC OF A CURVE LEADING NORTHWESTERLY; THENCE NORTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 860.00 FEET, AN ARC DISTANCE OF 136.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 29°03'43" WEST, 136.69 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; THENCE WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 29.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 67°26'54" WEST, 27.25 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; THENCE SOUTH 69°36'25" WEST, 87.23 FEET; THENCE SOUTH 50°04'07" WEST, 52.92 FEET; THENCE SOUTH 69°12'20" WEST, 115.00 FEET; THENCE SOUTH 61°31'12" WEST, 332.99 FEET; THENCE NORTH 25°19'14" WEST, 285.99 FEET; THENCE NORTH 18°12'13" WEST, 367.26 FEET; THENCE NORTH 24°27'28" WEST, 267.79 FEET; THENCE NORTH 00°26'49" WEST, 89.71 FEET; THENCE NORTH 11°49'09" EAST, 89.09 FEET; THENCE NORTH 02°13'38" WEST, 73.56 FEET; THENCE NORTH 07°47'30" WEST, 122.14 FEET; THENCE NORTH 34°55'42" EAST, 60.36 FEET, TO THE SOUTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C; THENCE EASTERLY;

SOUTHEASTERLY, SOUTHERLY, AND NORTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING TEN (10) COURSES AND DISTANCES: COURSE NO. 1: NORTH 71°59'38" EAST, 362.57 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 2: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 632.00 FEET, AN ARC DISTANCE OF 66.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°29'53" EAST, 66.48 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 3: SOUTH 26°29'00" EAST, 6.37 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 4: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 550.00 FEET, AN ARC DISTANCE OF 15.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 25°39'03" EAST, 15.98 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 5: SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 40.34 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 21°24'15" WEST, 36.10 FEET; COURSE NO. 6: SOUTH 22°05'25" EAST, 50.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 7: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 42.96 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 63°10'42" EAST, 37.86 FEET; COURSE NO. 8: NORTH 80°07'55" EAST, 54.23 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; COURSE NO. 9: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 250.00 FEET, AN ARC DISTANCE OF 27.52 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 13°01'16" WEST, 27.50 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHERLY; COURSE NO. 10: NORTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 610.00 FEET, AN ARC DISTANCE OF 15.88 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 16°55'13" WEST, 15.88 FEET, TO THE POINT OF BEGINNING.

CONTAINING 20.91 ACRES, MORE OR LESS; and

FUTURE PHASE 2C UNIT 2

A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF THE UNSURVEYED SECTION 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLY CORNER OF LOT 185, AS SHOWN ON THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, AS RECORDED IN MAP BOOK 113, PAGES 35 THROUGH 48, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY, SAID POINT LYING ON THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, EASTERLY; AND NORTHWESTERLY, ALONG THE SOUTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, RUN THE FOLLOWING SIX (6) COURSES AND DISTANCES: COURSE NO. 1: NORTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 632.00 FEET, AN ARC DISTANCE OF 32.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 62°02'53" EAST, 32.40 FEET, TO THE POINT

OF TANGENCY OF SAID CURVE; COURSE NO. 2: NORTH 63°31'00" EAST, 110.97 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 3: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 39.27 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 71°29'00" EAST, 35.36 FEET; COURSE NO. 4: NORTH 63°31'00" EAST, 60.00 FEET; COURSE NO. 5: NORTH 26°29'00" WEST, 55.00 FEET; COURSE NO. 6: NORTH 63°31'00" EAST, 28.33 FEET; THENCE SOUTH 30°20'24" EAST, 46.55 FEET; THENCE NORTH 85°48'19" EAST, 142.00 FEET; THENCE SOUTH 64°59'48" EAST, 222.97 FEET; THENCE SOUTH 29°15'38" EAST, 332.93 FEET; THENCE SOUTH 21°47'00" EAST, 388.87 FEET; THENCE SOUTH 04°09'00" EAST, 583.08 FEET; THENCE SOUTH 11°54'33" WEST, 298.79 FEET; THENCE SOUTH 77°30'55" WEST, 135.97 FEET; THENCE NORTH 82°22'28" WEST, 309.24 FEET; THENCE NORTH 01°24'03" EAST, 232.54 FEET; THENCE NORTH 13°01'04" WEST, 738.80 FEET; THENCE NORTH 26°29'00" WEST, 259.79 FEET, TO THE SOUTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, THENCE CONTINUING NORTH 26°29'00" WEST, ALONG LAST SAID LINE, 347.43 FEET, TO THE POINT OF BEGINNING.

CONTAINING 20.29 ACRES, MORE OR LESS, and

FUTURE PHASE 2A-3 (MULTI-FAMILY)

A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, TOGETHER WITH A PORTION OF THE UNSURVEYED SECTION 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST EASTERLY CORNER OF MADEIRA AT ST. AUGUSTINE PHASE 2A UNIT 1, AS RECORDED IN MAP BOOK 102, PAGES 49 THROUGH 61, INCLUSIVE OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE NORTH 37°51'13" EAST, 323.71 FEET TO THE POINT OF BEGINNING; THENCE NORTH 61°31'12" EAST, 332.99 FEET; THENCE NORTH 69°12'20" EAST, 115.00 FEET; THENCE NORTH 50°04'07" EAST, 52.92 FEET; THENCE NORTH 69°36'25" EAST, 87.23 FEET TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, AN ARC DISTANCE OF 29.98 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 67°26'54" EAST, 27.25 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 860.00 FEET, AN ARC DISTANCE OF 136.84 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 29°03'43" EAST, 136.69 FEET; THENCE SOUTH 82°22'28" EAST, 134.79 FEET; THENCE SOUTH 07°37'32" WEST, 57.77 FEET; THENCE SOUTH 16°09'13" EAST, 773.92 FEET; THENCE SOUTH 31°46'56" EAST, 193.90 FEET; THENCE SOUTH 02°50'39" WEST, 635.19 FEET; THENCE SOUTH 20°29'26" WEST, 72.17 FEET; THENCE SOUTH 84°29'01" WEST, 171.48 FEET; THENCE NORTH 36°45'42" WEST, 102.22 FEET; THENCE NORTH 04°23'54" EAST, 298.18 FEET; THENCE SOUTH 76°00'26" WEST, 280.67 FEET; THENCE NORTH 22°27'30" WEST, 1359.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 23.52 ACRES, MORE OR LESS.

Instr #2025024254 BK: 6121 PG: 879, Filed & Recorded: 3/28/2025 3:07 PM #Pgs:4

Brandon J. Patty, Clerk of the Circuit Court and County Comptroller St. Johns County FL Recording \$35.50

Item # 20
6121-879Prepared by and after recording
return to:Warren S. Bloom
Greenberg Traurig, P.A.
450 S. Orange Avenue, Suite 650
Orlando, FL 32801**MORTGAGEE SPECIAL ASSESSMENT ACKNOWLEDGMENT**

This **MORTGAGEE SPECIAL ASSESSMENT ACKNOWLEDGMENT** is made as of March 28, 2025, by TIDERIDGE INVESTMENTS LLC, a Florida limited liability company (the "Mortgagee").

A. The Mortgagee is the owner and holder of that certain mortgage executed by PONCE ASSOCIATES, LLC, a Florida limited liability company (the "Mortgagor") in favor of the Mortgagee, to secure an original principal amount of \$3,000,000, as evidenced by that certain Mortgage and Security Agreement dated May 23, 2024 and recorded on May 30, 2024 in Official Records Book 5957, Page 1715, Instrument #2024041624, of the Public Records of St. Johns County, Florida (the "Public Records"), together with all other related loan documents and security instruments, including any and all partial releases thereof as recorded in the Public Records as of the date hereof (hereinafter referred to collectively as the "Mortgage") with respect to the lands located in St. Johns County, Florida (the "Mortgaged Property") more particularly described in the Mortgage, which Mortgaged Property is within the boundaries of the District and is owned by Mortgagor.

B. The Mortgagee is the owner and holder of that certain Demand Promissory Note executed by the Mortgagor with an effective date of May 23, 2024, and secured by the Mortgage (the "Note").

C. The Mortgaged Property is included within a special independent district known as Madeira Community Development District (the "District"), and the District intends to impose special assessments in an amount sufficient to repay the principal of the Assessment Area 2 Bonds (herein defined) (the "Assessment Area 2 Assessments") on the Mortgaged Property among other lands within the District in accordance with Florida law.

D. The Assessment Area 2 Assessments will be imposed and levied for the purpose of generating funds which will be used to make payments due upon the District's \$9,625,000 Madeira Community Development District Capital Improvement Revenue Bonds (Assessment Area 2), Series 2025 (the "Assessment Area 2 Bonds") which are being issued concurrently with the execution hereof.

E. In order to induce the District to impose and levy the Assessment Area 2 Assessments and issue the Assessment Area 2 Bonds for the benefit of the Mortgaged Property, the District has required and the Mortgagor has requested that the Mortgagee acknowledge (i) the statutory priority of the lien of the Assessment Area 2 Assessments, (ii) that if the Mortgagee becomes the fee simple

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owner of the Mortgaged Property, whether by judicial foreclosure, private foreclosure, deed-in-lieu of foreclosure or otherwise, its title is subject to all Assessment Area 2 Assessments not previously paid, and (iii) that to the extent that the imposition of the Assessment Area 2 Assessments would otherwise constitute a default under the Note or the Mortgage, the Mortgagee shall waive such default.

F. The Mortgagee has agreed to provide such acknowledgments as set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Mortgagee agrees as follows:

1. Recitals. The above Recitals are true and correct and are incorporated herein by reference as if set forth in full herein.

2. Covenants by the Mortgagee. The Mortgagee makes the following acknowledgments and agreements to and for the benefit of the District and its successors:

(a) The Mortgagee acknowledges that the Assessment Area 2 Assessments will impose a statutory lien on the Mortgaged Property, superior to the lien of the Mortgage.

(b) The Mortgagee agrees that it will not assert against the District, the Trustee, the holders of the Assessment Area 2 Bonds that the lien of the Assessment Area 2 Assessments, or the payment of the Assessment Area 2 Assessments, will violate any provision of the Mortgage, the Note or any other agreement made by the Mortgagor with or for the benefit of Mortgagee, in connection with the Mortgage or the Note.

(c) The Mortgagee further agrees that it will not in any way contest the legality or the validity of the Assessment Area 2 Assessments or contest or challenge the future levy or imposition of the Assessment Area 2 Assessments or any of the proceedings to be conducted in connection therewith.

(d) If the Mortgagee becomes the fee simple owner of the Mortgaged Property, whether by judicial foreclosure, private foreclosure, deed-in-lieu of foreclosure or otherwise, the Mortgagee recognizes that its title to the Mortgaged Property is subject to all unpaid Assessment Area 2 Assessments.

3. Mortgage Not Affected. This Mortgagee Special Assessment Acknowledgment is made by Mortgagee solely for the benefit of the District and the current and future holders of the Assessment Area 2 Bonds. Nothing herein shall in any way affect the Mortgage or limit Mortgagee's rights or Mortgagor's obligations under the Mortgage. Without limiting the generality of the foregoing, nothing herein shall limit Mortgagee's ability to declare a default under the Mortgage in the event of a violation of the terms of the Mortgage.

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4. Mortgagee Waivers. By execution of this Mortgagee Special Assessment Acknowledgment, the Mortgagee hereby waives any default under the Note or the Mortgage arising solely from the issuance of the Assessment Area 2 Bonds and the imposition of the Assessment Area 2 Assessments. No other waiver is given or implied.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK -SIGNATURE PAGE FOLLOWS]

COPY

BK: 6121 PG: 882

IN WITNESS WHEREOF, the Mortgagee has caused this instrument to be executed the day and year first above written.

WITNESSES:

TIDERIDGE INVESTMENTS LLC, a
Florida limited liability company

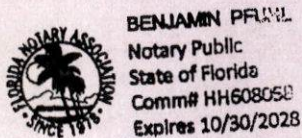
By: Wesley Maher
Name: Wesley Maher
Address: 107 W. Colley Ave
Tall, FL 32303
By: Rhonda Messing
Name: Rhonda Messing
Address: 24 Blue Horn Ln
Palm Coast, FL 32137

By: [Signature]
Name: William R. Lanus
Title: President

STATE OF FLORIDA
COUNTY OF St. Johns

The foregoing instrument was acknowledged before me by means of ☒ physical presence or
☐ online notarization this 25 day of March, 2025, by William Lanus President of Tideridge as
_____, a _____. Such person is personally known to me or has produced
_____ as identification.

NOTARY STAMP:



[Signature]
Signature of Notary Public
Benjamin Pehl
Printed Name of Notary Public

Madeira At St. Augustine Phase 3

A REPLAT OF A PORTION OF THE PLAT OF NORTH ST. AUGUSTINE AS RECORDED IN MAP BOOK 3, PAGE 20, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A PORTION OF OCEAN BOULEVARD (VACATED BY OFFICIAL RECORDS 833, PAGE 1519, SAID PUBLIC RECORDS) A PORTION OF UNSURVEYED SECTION 25, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 54, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF UNSURVEYED SECTION 30, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

MAP BOOK PAGE

SHEET 1 OF 8 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND

CAPTION

A PORTION OF THE PLAT OF NORTH ST. AUGUSTINE AS RECORDED IN MAP BOOK 3, PAGE 20, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A PORTION OF OCEAN BOULEVARD (VACATED BY OFFICIAL RECORDS 833, PAGE 1519, SAID PUBLIC RECORDS) A PORTION OF UNSURVEYED SECTION 25, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 54, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF UNSURVEYED SECTIONS 30, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHERLY CORNER OF LOT 180, AS SHOWN ON THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1, AS RECORDED IN MAP BOOK 84, PAGES 63 THROUGH 65, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID COUNTY; THENCE SOUTH 62°05'27" WEST, ALONG THE NORTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1, A DISTANCE OF 120.02 FEET; THENCE NORTH 27°55'23" WEST, CONTINUING ALONG LAST SAID LINE, 15.00 FEET, TO THE SOUTHEASTERLY PROLONGATION OF THE SOUTHWESTERLY LINE OF TRACT "H" OF SAID PLAT OF NORTH ST. AUGUSTINE; THENCE NORTH 27°57'11" WEST, ALONG LAST LINE AND ALONG THE SOUTHWESTERLY LINE OF TRACT "H" OF SAID PLAT OF NORTH ST. AUGUSTINE, 624.61 FEET TO THE NORTHWESTERLY LINE OF TRACT "H" OF SAID PLAT OF NORTH ST. AUGUSTINE; THENCE NORTH 62°19'20" EAST, ALONG LAST SAID LINE AND ALONG THE NORTHWESTERLY LINE OF TRACTS "G" AND "G1", BOTH AS SHOWN ON SAID PLAT OF NORTH ST. AUGUSTINE, AND THE NORTHEASTERLY PROLONGATION THEREOF, 934.38 FEET; THENCE SOUTH 49°48'04" EAST, 358.91 FEET; THENCE SOUTH 08°00'37" EAST, 334.39 FEET; THENCE SOUTH 08°15'33" WEST, 220.53 FEET; THENCE SOUTH 20°06'40" WEST, 113.39 FEET; THENCE SOUTH 00°06'38" EAST, 329.04 FEET; THENCE SOUTH 65°25'55" EAST, 515.42 FEET, TO THE NORTHWESTERLY LINE OF THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, AS RECORDED IN MAP BOOK 113, PAGES 35 THROUGH 48, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTHWESTERLY, NORTHWESTERLY AND SOUTHERLY, ALONG SAID NORTHWESTERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 32°10'52" WEST, 370.19 FEET; COURSE NO. 2: NORTH 57°49'08" WEST, 33.87 FEET; COURSE NO. 3: SOUTH 32°10'52" WEST, 97.68 FEET; COURSE NO. 4: SOUTH 06°01'01" EAST, 161.21 FEET, TO THE NORTHERLY LINE OF THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1B, AS RECORDED IN MAP BOOK 84, PAGES 15 THROUGH 24, INCLUSIVE, OF THE PUBLIC RECORDS OF SAID ST. JOHNS COUNTY; THENCE SOUTHWESTERLY, WESTERLY, NORTHWESTERLY AND NORTHERLY, ALONG SAID NORTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1B, RUN THE FOLLOWING FOUR (4) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 60°37'21" WEST, 209.12 FEET; COURSE NO. 2: NORTH 88°03'34" WEST, 137.40 FEET; COURSE NO. 3: NORTH 42°44'12" WEST, 208.69 FEET; COURSE NO. 4: NORTH 04°10'22" WEST, 186.16 FEET, TO THE NORTHEASTERLY LINE OF AFORESAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1; THENCE NORTHERLY, NORTHWESTERLY AND NORTHEASTERLY, ALONG SAID NORTHEASTERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 3A-1, RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1: CONTINUE NORTH 04°10'22" WEST, 67.82 FEET; COURSE NO. 2: NORTH 27°50'48" WEST, 435.07 FEET; COURSE NO. 3: NORTH 15°40'22" EAST, 124.10 FEET; COURSE NO. 4: NORTH 27°50'26" WEST, 124.94 FEET; COURSE NO. 5: NORTH 54°44'29" WEST, 212.91 FEET, TO THE POINT OF BEGINNING.

CONTAINING 32.35 ACRES, MORE OR LESS.

CERTIFICATE OF APPROVAL AND ACCEPTANCE

THIS IS TO CERTIFY THAT ON THIS _____ DAY OF _____, 2025, THE FOREGOING PLAT WAS APPROVED AND ACCEPTED BY THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA. THIS ACCEPTANCE SHALL NOT BE DEEMED AS REQUIRING CONSTRUCTION OR MAINTENANCE BY THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY OF ANY PART OF SAID SUBDIVISION.

THE CITY OF ST. AUGUSTINE

BY: _____
MAYOR-COMMISSIONER

BY: _____
CITY CLERK

CERTIFICATE OF THE CLERK

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED AND THAT IT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND IS RECORDED IN MAP BOOK _____, PAGES _____ OF THE PUBLIC RECORDS OF THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2025.

BY: _____
ST. JOHNS COUNTY CLERK

CERTIFICATE OF THE CITY ATTORNEY

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY ATTORNEY FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2025.

CITY OF ST. AUGUSTINE, CITY ATTORNEY

CERTIFICATE OF CITY FINANCE DIRECTOR

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY FINANCE DIRECTOR FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2025.

CITY OF ST. AUGUSTINE

CERTIFICATE OF CITY MANAGER

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY MANAGER FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2025.

CITY OF ST. AUGUSTINE

CERTIFICATE OF PLANNING AND BUILDING DEPARTMENT

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE DIRECTOR OF PLANNING AND BUILDING DEPARTMENT FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2025.

CITY OF ST. AUGUSTINE, DIRECTOR OF PLANNING AND BUILDING

CERTIFICATE OF CITY UTILITIES DEPARTMENT

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND APPROVED BY THE CITY UTILITIES DEPARTMENT FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2025.

CITY OF ST. AUGUSTINE, DIRECTOR OF CITY UTILITIES

CERTIFICATE OF PLAT REVIEW

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, BY THE DEVELOPMENT REVIEW PROGRAM FOR THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2025.

THOMAS P. TRACZ, PSM
LS# 6039

SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT THE ABOVE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, PLATTED AND DESCRIBED ABOVE, THAT THE SURVEY WAS MADE UNDER THE UNDERSIGNED'S RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL REQUIREMENTS OF FLORIDA CHAPTER 177, PART 1, PLATTING, THAT THE PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AND PERMANENT CONTROL POINTS WILL BE PLACED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA.

SIGNED THE _____ DAY OF _____, 2025, A.D.

MICHAEL J. COLLIGAN
FLORIDA REGISTERED LAND SURVEYOR NO. 6788
CLARY AND ASSOCIATES
L.B. NO. 3731
3830 CROWN POINT ROAD
JACKSONVILLE, FLORIDA 32257



Madeira At St. Augustine Phase 3

A REPLAT OF A PORTION OF THE PLAT OF NORTH ST. AUGUSTINE AS RECORDED IN MAP BOOK 3, PAGE 20, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A PORTION OF OCEAN BOULEVARD (VACATED BY OFFICIAL RECORDS 833, PAGE 1519, SAID PUBLIC RECORDS) A PORTION OF UNSURVEYED SECTION 25, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 54, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF UNSURVEYED SECTION 30, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

MAP BOOK PAGE

SHEET 2 OF 8 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND

ADOPTION & DEDICATION

THIS IS TO CERTIFY THAT PONCE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY (THE "OWNER"), IS THE LAWFUL OWNER OF THE LAND DESCRIBED IN THE CAPTION HEREON, WHICH SHALL HEREAFTER BE KNOWN AS MADEIRA AT ST. AUGUSTINE PHASE 3, HAVING CAUSED THE SAME TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH SAID SURVEY, IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF SAID LANDS. THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT (THE "DISTRICT") HAS THE POWER TO LEVY CERTAIN SPECIAL ASSESSMENTS ON SAID LANDS PURSUANT TO THE NOTICE OF ESTABLISHMENT OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 2728, PAGE 784, PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, AND JOINS IN THIS PLAT.

THE ROAD RIGHTS-OF-WAY DESIGNATED IN THE PLAT AS PANTANO DRIVE AND LAGO COURT, THE UNOBSTRUCTED DRAINAGE EASEMENTS, AND STORMWATER MANAGEMENT FACILITIES AND DRAINAGE EASEMENTS, DESIGNATED ON THIS PLAT, ARE HEREBY DEDICATED TO THE DISTRICT. THE DISTRICT SHALL CONVEY WATER AND SEWER UTILITY LINES CONSTRUCTED BY PONCE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, WITHIN ROAD RIGHTS-OF-WAY AND UTILITY EASEMENTS TO THE CITY OF ST. AUGUSTINE VIA SEPARATE BILL OF SALE. ALL DRIVES AND COURTS ARE HEREBY RESERVED TO THE DISTRICT, ITS SUCCESSORS-IN-INTEREST, GRANTEEES AND ASSIGNS, AS SUCH INTERESTS MAY BE GRANTED, CONVEYED, OR OTHERWISE ESTABLISHED AND SHOWN BY SEPARATE INSTRUMENT RECORDED IN THE PROPERTY RECORDS OF ST. JOHNS COUNTY, FLORIDA. THE DISTRICT, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT OF INGRESS AND EGRESS OVER ALL EASEMENTS DESIGNATED ON THIS PLAT FOR THE PURPOSE OF CONSTRUCTING OR MAINTAINING ANY DRIVES, TERRACES AND COURTS, UTILITIES, DRAINAGE FACILITIES, PONDS, DITCHES OR OTHERWISE, EXCEPT AS HEREINAFTER PROVIDED.

THE 25-FOOT NON-EXCLUSIVE UTILITY EASEMENT ON TRACT 2, AS DESIGNATED ON THIS PLAT, IS HEREBY DEDICATED TO THE CITY OF ST. AUGUSTINE.

THE OWNER, ITS SUCCESSORS AND ASSIGNS, DOES HEREBY GRANT TO THE PRESENT AND FUTURE OWNERS OF THE LOTS SHOWN ON THIS PLAT, AND THEIR GUESTS, INVITEES, DOMESTIC HELP, DELIVERY AND PICK-UP SERVICES, FIRE PROTECTION AND RESCUE SERVICES, POLICE AND OTHER AUTHORITIES OF THE LAW, UNITED STATES MAIL CARRIERS, REPRESENTATIVES OF UTILITIES AUTHORIZED BY SAID OWNERS TO SERVE THE LAND SHOWN ON THIS PLAT, HOLDERS OF MORTGAGE LIENS ON SUCH LANDS AND SUCH PERSONS AS OWNERS MAY, FROM TIME TO TIME, DESIGNATE THE NON-EXCLUSIVE AND PERPETUAL RIGHT OF INGRESS AND EGRESS OVER AND ACROSS SAID DRIVES AND COURTS SUBJECT TO THE PRECEDING PROVISIONS. THE OWNER SHALL HAVE THE UNRESTRICTED AND ABSOLUTE RIGHT TO DENY ACCESS TO ANY PERSON, (EXCEPT LOT OWNERS, MORTGAGE HOLDERS AND OTHER AUTHORITIES AUTHORIZED BY LAW) WHO, IN THE OPINION OF SAID OWNER, MAY CAUSE A DISTURBANCE ON ANY OF THE LANDS SHOWN ON THIS PLAT.

THE OWNER, ITS SUCCESSORS AND ASSIGNS, HEREBY RESERVES THE RIGHT AND PRIVILEGE, AS TO THE PROPERTY IT OWNS, TO GRANT TO PROVIDERS OF UTILITIES, EASEMENTS FOR THE INSTALLATION AND MAINTENANCE (INCLUDING RIGHTS OF INGRESS AND EGRESS) OF SUCH UTILITY IMPROVEMENTS THAT ARE NECESSARY OR BENEFICIAL TO THE FUTURE OWNERS OF THE LANDS DESCRIBED HEREIN OR TO THE OWNERS OF THE ADJACENT LANDS.

TRACTS 1, 3, 4, AND 5 (OPEN SPACE) AND TRACT 2 (OPEN SPACE, STORMWATER MANAGEMENT FACILITY), ARE HEREBY RESERVED TO THE PRIVATE USE OF THE OWNER, AS OWNER OF THE PROPERTY, AND TO USE OF OWNER'S LEGAL SUCCESSORS-IN-INTEREST, GRANTEEES AND ASSIGNS, INCLUDING, BUT NOT LIMITED TO, THE DISTRICT, AS SUCH INTERESTS MAY BE GRANTED, CONVEYED, OR OTHERWISE ESTABLISHED AND SHOWN BY SEPARATE INSTRUMENT RECORDED IN THE PROPERTY RECORDS OF ST. JOHNS COUNTY, FLORIDA.

THE DISTRICT, ITS SUCCESSORS AND ASSIGNS, IS HEREBY DEDICATED A NON-EXCLUSIVE EASEMENT OVER TRACT 2 (OPEN SPACE, STORMWATER MANAGEMENT FACILITY), AS REFERENCED ON OR ALONG ALL LOTS OF THIS PLAT WITH FULL OBLIGATION, LIABILITY, AND RESPONSIBILITY FOR THE CARE, CONSTRUCTION AND OR MAINTENANCE OF THE AFOREMENTIONED TRACT 2 AND LAKE & DRAINAGE EASEMENTS LOCATED ON SAID MADEIRA AT ST. AUGUSTINE PHASE 3. THE DISTRICT, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT TO INGRESS AND EGRESS OVER ALL EASEMENTS DESIGNATED ON THIS PLAT AS STORMWATER MANAGEMENT FACILITY & DRAINAGE EASEMENT, FOR THE PURPOSE OF CONSTRUCTING OR MAINTAINING TRACT 2 (OPEN SPACE, STORMWATER MANAGEMENT FACILITY), AND THE PRIVATE DRAINAGE EASEMENTS AND UNOBSTRUCTED DRAINAGE EASEMENTS.

THOSE EASEMENTS DESIGNATED AS "FPL EASEMENT", ARE HEREBY IRREVOCABLY DEDICATED TO THE FLORIDA POWER AND LIGHT COMPANY, ITS SUCCESSORS AND ASSIGNS, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH ITS UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM, PROVIDED NO PARALLEL UTILITIES MAY BE INSTALLED WITHIN THOSE EASEMENTS.

THE OWNER HEREBY GRANTS TO THE CITY OF ST. AUGUSTINE A NON-EXCLUSIVE EASEMENT OVER THE RIGHTS-OF-WAY DESIGNATED HEREON AS LAGO COURT AND PANTANO DRIVE, FOR THE INSTALLATION, MAINTENANCE AND USE OF POTABLE WATER, WASTEWATER AND RECLAIMED WATER UTILITIES.

THE RIGHTS RESERVED HEREBY FOR THE GRANT OF UTILITY EASEMENTS SHALL INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES TO THE EXTENT REQUIRED BY AND IN A MANNER AND SUBJECT TO THE PROVISIONS OF SECTION 177.091(28) OF THE FLORIDA STATUTES (2004); PROVIDED, HOWEVER, TO THE EXTENT ALLOWABLE BY SAID SECTION 177.091(28), ONLY CABLE TELEVISION SERVICE PROVIDERS SPECIFICALLY AUTHORIZED BY PONCE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, TO SERVE THE LANDS SHOWN ON THE PLAT SHALL HAVE THE BENEFIT OF SAID CABLE TELEVISION SERVICE EASEMENTS.

IN WITNESS WHEREOF, THE ABOVE PONCE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAVE CAUSED THESE PRESENTS TO BE SIGNED THIS _____ DAY OF _____, 2025.

PONCE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

DOUGLAS MAIER
VICE PRESIDENT
PONCE ASSOCIATES, LLC,
A FLORIDA LIMITED LIABILITY COMPANY

WITNESS: _____
PRINT: _____
WITNESS: _____
PRINT: _____

NOTARY FOR PONCE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____ A.D., 2025, BY DOUGLAS MAIER, VICE PRESIDENT OF PONCE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY ON BEHALF OF THE COMPANY, WHO ☐ IS PERSONALLY KNOWN TO ME, OR ☐ PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA
NAME: _____
MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER IS: _____

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

MADEIRA COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES (THE "DISTRICT") HAS THE POWER TO LEVY CERTAIN SPECIAL ASSESSMENTS ON CERTAIN REAL PROPERTY LOCATED WITHIN THE BOUNDARIES OF THE DISTRICT. THE SPECIAL ASSESSMENTS ENCUMBER CERTAIN OF THE LANDS DESCRIBED IN THE CAPTION HEREON. THE UNDERSIGNED HEREBY JOINS IN AND CONSENTS TO THE DEDICATIONS BY THE OWNER OF THE LANDS DESCRIBED IN THE ADOPTION AND DEDICATION SECTION HEREIN AND AGREES THAT THE SPECIAL ASSESSMENTS AND THE FOREGOING REFERENCED INSTRUMENTS SHALL BE SUBORDINATED TO SAID DEDICATIONS.

MADEIRA COMMUNITY DEVELOPMENT DISTRICT

WITNESS: _____
PRINT: _____
WITNESS: _____
PRINT: _____

ATTEST:

BY: _____
NAME: _____
TITLE: _____

WITNESS: _____
PRINT: _____
WITNESS: _____
PRINT: _____

NOTARY FOR MADEIRA COMMUNITY DEVELOPMENT DISTRICT

STATE OF _____
COUNTY OF _____

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☐ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS _____ DAY OF _____ A.D., 2025, BY _____ OF MADEIRA COMMUNITY DEVELOPMENT DISTRICT, A LOCAL UNIT OF SPECIAL PURPOSE GOVERNMENT ESTABLISHED IN ACCORDANCE WITH CHAPTER 190, FLORIDA STATUTES ON BEHALF OF THE DISTRICT, WHO ☐ IS PERSONALLY KNOWN TO ME, OR ☐ PRODUCED _____ AS IDENTIFICATION.

NOTARY PUBLIC, STATE OF FLORIDA
NAME: _____
MY COMMISSION EXPIRES: _____
MY COMMISSION NUMBER IS: _____

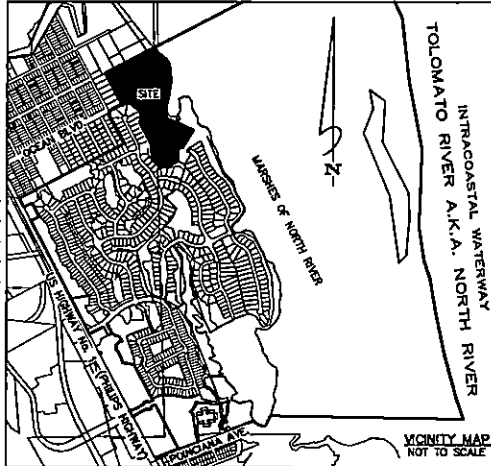
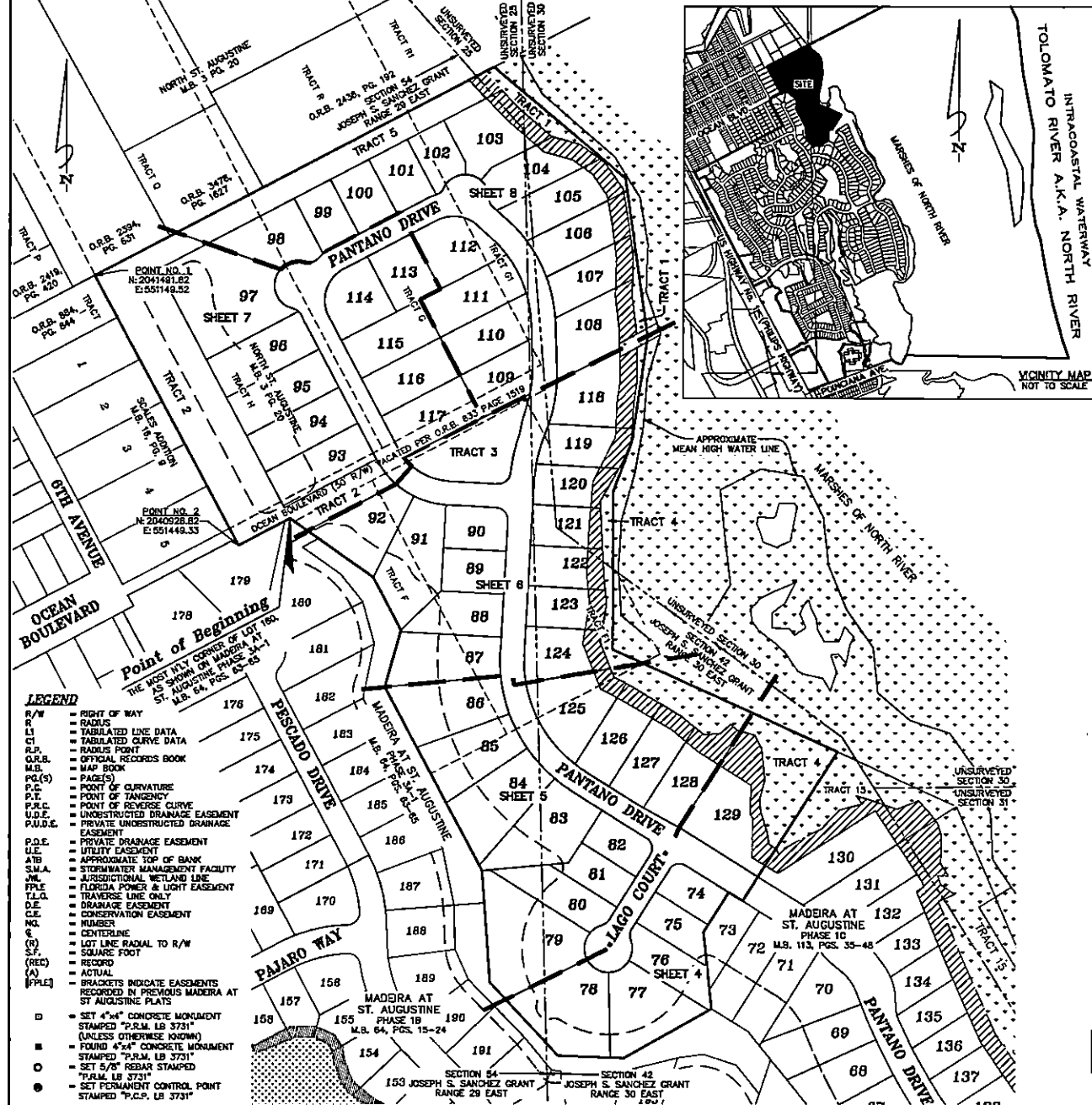


Madeira At St. Augustine Phase 3

A REPLAT OF A PORTION OF THE PLAT OF NORTH ST. AUGUSTINE AS RECORDED IN MAP BOOK 3, PAGE 20, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A PORTION OF OCEAN BOULEVARD (VACATED BY OFFICIAL RECORDS 833, PAGE 1519, SAID PUBLIC RECORDS) A PORTION OF UNSURVEYED SECTION 25, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 54, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF UNSURVEYED SECTION 30, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

MAP BOOK PAGE

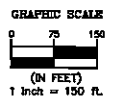
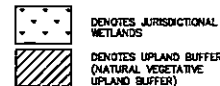
SHEET 3 OF 8 SHEETS
56 LOTS AND 5 TRACTS THIS PHASE



General Notes

- BEARINGS SHOWN HEREON ARE BASED ON THE NORTHWESTERLY LINE OF TRACT 19 (MADEIRA AT ST. AUGUSTINE PHASE 1C M.B. 113, PGS. 35-48) AS 53310/52°W, FOR STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983(2011).
 - THE INTENDED USE OF THESE COORDINATES IS FOR GIS BASE MAPPING PURPOSES. THE GEODETIC CONTROL RELIED UPON FOR THESE VALUES WAS WOOLPERT GPS GROUND CONTROL SURVEY (G028) AND ST. JOHNS CO. WOOLPERT GPS GROUND CONTROL SURVEY (G030). COORDINATES ARE BASED ON NORTH AMERICAN DATUM 1983/1990 - STATE PLANE COORDINATES - FLORIDA EAST ZONE - (U.S. FEET)
- | POINT # | NORTHING | EASTING | DESCRIPTION |
|---------|------------|-----------|------------------------|
| 1 | 2041491.82 | 501149.52 | NWLY CORNER OF TRACT 2 |
| 2 | 2040928.82 | 501449.33 | SWLY CORNER OF TRACT 2 |
- NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEFINITION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. (FLORIDA STATUTE 177.091)
 - BEARINGS AND DISTANCES SHOWN ON CURVES REFER TO CHORD BEARINGS AND DISTANCES.
 - THE TABULATED CURVE TABLE(S) SHOWN ON EACH SHEET IS APPLICABLE ONLY TO THE CURVES THAT APPEAR ON THAT SHEET.
 - LANES AND TOP OF BANK SHOWN HEREON ARE FOR PICTORIAL PURPOSES ONLY AND DO NOT REPRESENT AN ACTUAL "AS-BUILT" SITUATION. THEY ARE BASED ON THE ENGINEERING PLANS FOR THIS PLAT. THE LIMITS ARE FROM TOP OF BANK TO TOP OF BANK OF EACH STORMWATER MANAGEMENT FACILITY & DRAINAGE EASEMENT.
 - CURRENT LAW PROVIDES THAT NO CONSTRUCTION, FILLING, REMOVAL OF EARTH, CUTTING OF TREES OR OTHER PLANTS SHALL TAKE PLACE WATERWARD OF THE JURISDICTIONAL WETLAND LINES AS DEPICTED ON THIS PLAT, WITHOUT THE WRITTEN APPROVAL OF THE CITY OF ST. AUGUSTINE AND OTHER REGULATORY AGENCIES WITH JURISDICTION OVER SUCH WETLANDS. IT IS THE RESPONSIBILITY OF THE LOT OWNER, HIS AGENT AND THE ENTITY PERFORMING ANY ACTIVITY WITHIN THE WETLAND AREA TO ACQUIRE THE NECESSARY WRITTEN APPROVALS PRIOR TO THE BEGINNING OF ANY WORK. THIS WETLAND JURISDICTIONAL LINE AND UPLAND BUFFER MAY BE SUPERSEDED AND REDEFINED, FROM TIME TO TIME, BY THE APPROPRIATE GOVERNMENTAL AGENCIES.
 - CONSERVATION EASEMENTS SHOWN HEREON, RECORDED IN OFFICIAL RECORDS BOOK 2308, PAGE 1469, 4388 AND PAGE 1822 AND 2778, PAGE 50 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA.
 - UPLAND BUFFERS ADJACENT TO WETLANDS ARE TO REMAIN NATURAL, VEGETATIVE, AND UNDISTURBED.
 - THE PLAT PROPERTY INFORMATION REPORT, ISSUED BY CHICAGO TITLE INSURANCE COMPANY, DATED 4/15/2025 HAS BEEN REVIEWED BY THIS OFFICE AND THE FOLLOWING MATTERS OF RECORD CONTAINED WITHIN SAID REPORT AFFECT THE SUBJECT PROPERTY. ALL OTHER ITEMS OF RECORD CONTAINED WITHIN SAID REPORT DO NOT AFFECT THE SUBJECT PROPERTY:

O.R.B. 833, PG. 1526	EASEMENT IN FAVOR OF ST. JOHNS COUNTY	SHOWN HEREON
O.R.B. 1836, PG. 4	ASSIGNMENT OF DEVELOPMENT RIGHTS	BLANKETS PLATTED LANDS
O.R.B. 2073, PG. 513	AVIGATION EASEMENT	BLANKETS PLATTED LANDS
O.R.B. 2893, PG. 222	MORTGAGE DEED	BLANKETS PLATTED LANDS
O.R.B. 2893, PG. 253	ASSIGNMENT	BLANKETS PLATTED LANDS
O.R.B. 3123, PG. 160	MORTGAGE SUBORDINATION	BLANKETS PLATTED LANDS
O.R.B. 3400, PG. 182	ASSIGNMENT OF MORTGAGE	BLANKETS PLATTED LANDS
O.R.B. 3400, PG. 1381	AMENDED AND RESTATED MORTGAGE	BLANKETS PLATTED LANDS
O.R.B. 3537, PG. 1737	MORTGAGE SUBORDINATION AGREEMENT	BLANKETS PLATTED LANDS
O.R.B. 2726, PG. 784	NOTICE	BLANKETS PLATTED LANDS
O.R.B. 2861, PG. 1041	ACKNOWLEDGEMENT	BLANKETS PLATTED LANDS
O.R.B. 2961, PG. 1032	ACKNOWLEDGEMENT	BLANKETS PLATTED LANDS
O.R.B. 4388, PG. 1822	AMENDMENT TO CONSERVATION EASEMENT	SHOWN HEREON
O.R.B. 2927, PG. 703	NOTICE	BLANKETS PLATTED LANDS
O.R.B. 2936, PG. 781	LIEN OF RECORD	BLANKETS PLATTED LANDS
O.R.B. 2936, PG. 788	DECLARATION OF CONSENT	BLANKETS PLATTED LANDS
O.R.B. 3322, PG. 1788	NOTICE	BLANKETS PLATTED LANDS
O.R.B. 3158, PG. 563	NOTICE OF DISCLOSURE	BLANKETS PLATTED LANDS
O.R.B. 4711, PG. 1833	AMENDED AND RESTATED DISCLOSURE	BLANKETS PLATTED LANDS
O.R.B. 4381, PG. 1792	NOTICE	BLANKETS PLATTED LANDS
O.R.B. 3957, PG. 1715	MORTGAGE AND SECURITY AGREEMENT	BLANKETS PLATTED LANDS
O.R.B. 6100, PG. 1648	MORTGAGE SPECIAL ASSESSMENT	BLANKETS PLATTED LANDS
O.R.B. 6121, PG. 844	AGREEMENT	BLANKETS PLATTED LANDS
O.R.B. 6121, PG. 858	COLLATERAL ASSIGNMENT	BLANKETS PLATTED LANDS
O.R.B. 6121, PG. 871	DECLARATION OF CONSENT	BLANKETS PLATTED LANDS
O.R.B. 6121, PG. 879	MORTGAGE SPECIAL ASSESSMENT	BLANKETS PLATTED LANDS



COORDINATES SHOWN HEREON ARE PER ST. JOHNS COUNTY REQUIREMENTS ONLY, AND ARE NOT INTENDED FOR CONSTRUCTION PURPOSES.

Clary & Associates
PROFESSIONAL SURVEYORS & MAPPERS
1818 W. 17TH
3025 DROWN POINT ROAD
ST. AUGUSTINE, FLORIDA 32087
(904) 280-2703
WWW.CLARY-ASSOC.COM

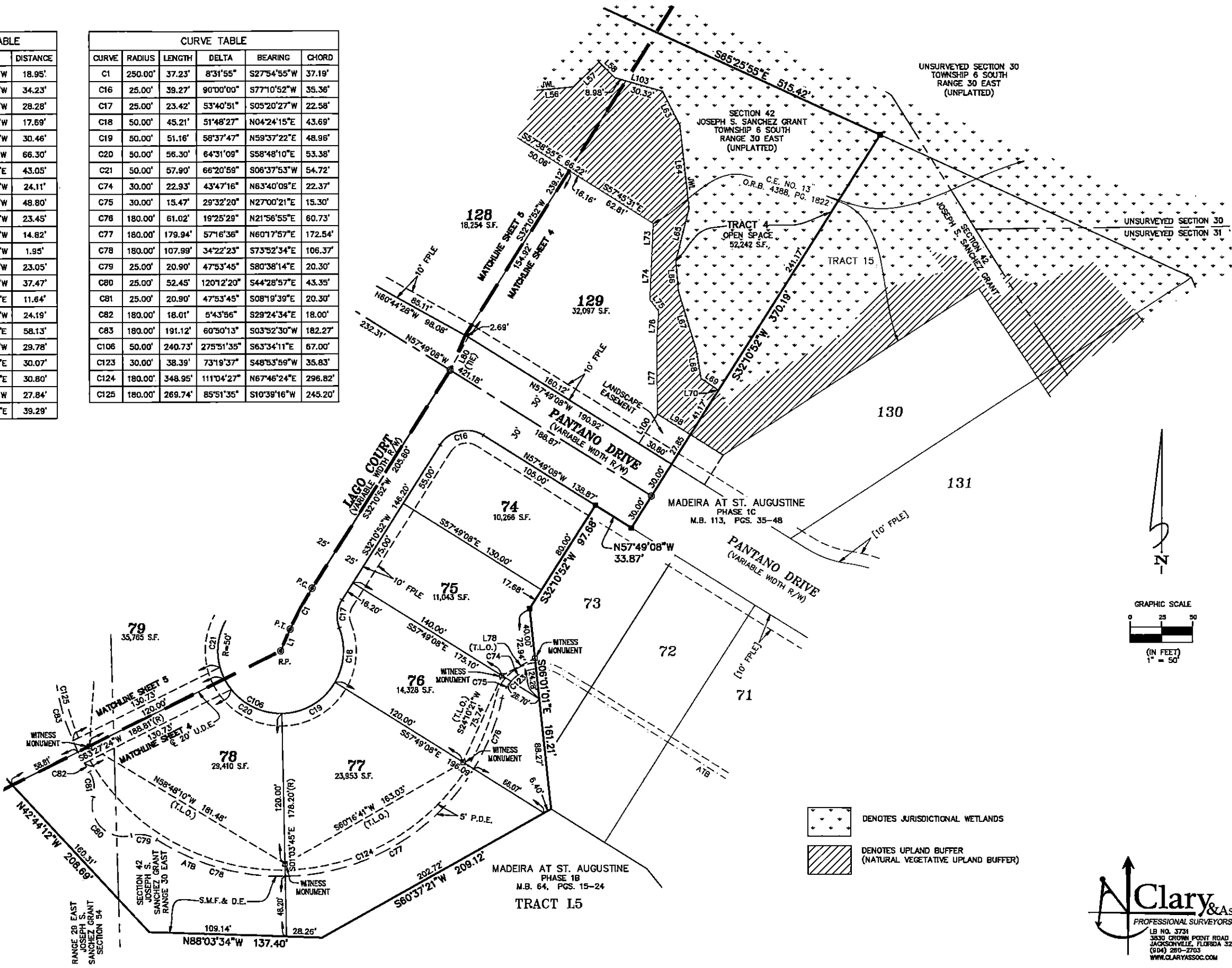
Madeira At St. Augustine Phase 3

A REPLAT OF A PORTION OF THE PLAT OF NORTH ST. AUGUSTINE AS RECORDED IN MAP BOOK 3, PAGE 20, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A PORTION OF OCEAN BOULEVARD (VACATED BY OFFICIAL RECORDS 833, PAGE 1519, SAID PUBLIC RECORDS) A PORTION OF UNSURVEYED SECTION 25, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 54, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF UNSURVEYED SECTIONS 30, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

SHEET 4 OF 8 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S23°38'57"W	18.95'
L56	S84°25'58"W	34.23'
L57	S46°08'34"W	28.28'
L58	N46°08'52"W	17.69'
L63	N27°03'55"W	30.46'
L64	N06°13'15"W	66.30'
L65	N13°48'55"E	43.05'
L66	N05°10'40"W	24.11'
L67	N16°34'26"W	48.80'
L68	N09°57'42"W	23.45'
L69	N55°55'39"W	14.82'
L70	N32°44'45"W	1.95'
L73	S02°29'21"W	23.05'
L74	S02°28'48"W	37.47'
L75	S37°08'05"E	11.64'
L76	S03°56'30"W	24.19'
L77	S00°40'19"E	58.13'
L78	S61°50'05"W	29.78'
L80	N28°16'20"E	30.07'
L98	S57°49'08"E	30.80'
L100	S32°11'00"W	27.84'
L103	S74°06'49"E	39.29'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	250.00'	37.23'	8°31'55"	S27°54'55"W	37.19'
C16	25.00'	39.27'	90°00'00"	S77°10'52"W	35.36'
C17	25.00'	23.42'	53°40'51"	S05°20'27"W	22.58'
C18	50.00'	45.21'	51°48'27"	N04°24'15"E	43.69'
C19	50.00'	51.16'	58°37'47"	N59°37'22"E	48.96'
C20	50.00'	56.30'	64°31'09"	S58°48'10"E	53.38'
C21	50.00'	57.90'	66°20'59"	S06°37'53"W	54.72'
C74	30.00'	22.93'	43°47'16"	N63°40'09"E	22.37'
C75	30.00'	15.47'	29°32'20"	N27°00'21"E	15.30'
C76	180.00'	61.02'	19°25'29"	N21°56'55"E	60.73'
C77	180.00'	179.94'	57°16'36"	N60°17'57"E	172.54'
C78	180.00'	107.99'	34°22'23"	S73°52'34"E	106.37'
C79	25.00'	20.90'	47°53'45"	S80°38'14"E	20.30'
C80	25.00'	52.45'	120°12'20"	S44°28'57"E	43.35'
C81	25.00'	20.90'	47°53'45"	S08°19'39"E	20.30'
C82	180.00'	18.01'	5°43'56"	S29°24'34"E	18.00'
C83	180.00'	191.12'	60°50'13"	S03°52'30"W	182.27'
C106	50.00'	240.73'	27°51'39"	S63°34'11"E	67.00'
C123	30.00'	38.39'	73°19'37"	S48°53'59"W	35.83'
C124	180.00'	348.95'	111°04'27"	N67°46'24"E	296.82'
C125	180.00'	269.74'	85°51'35"	S10°39'16"W	245.20'



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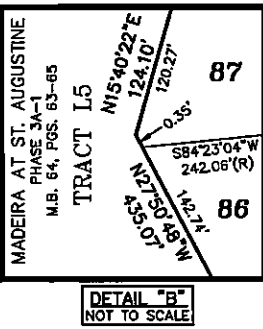
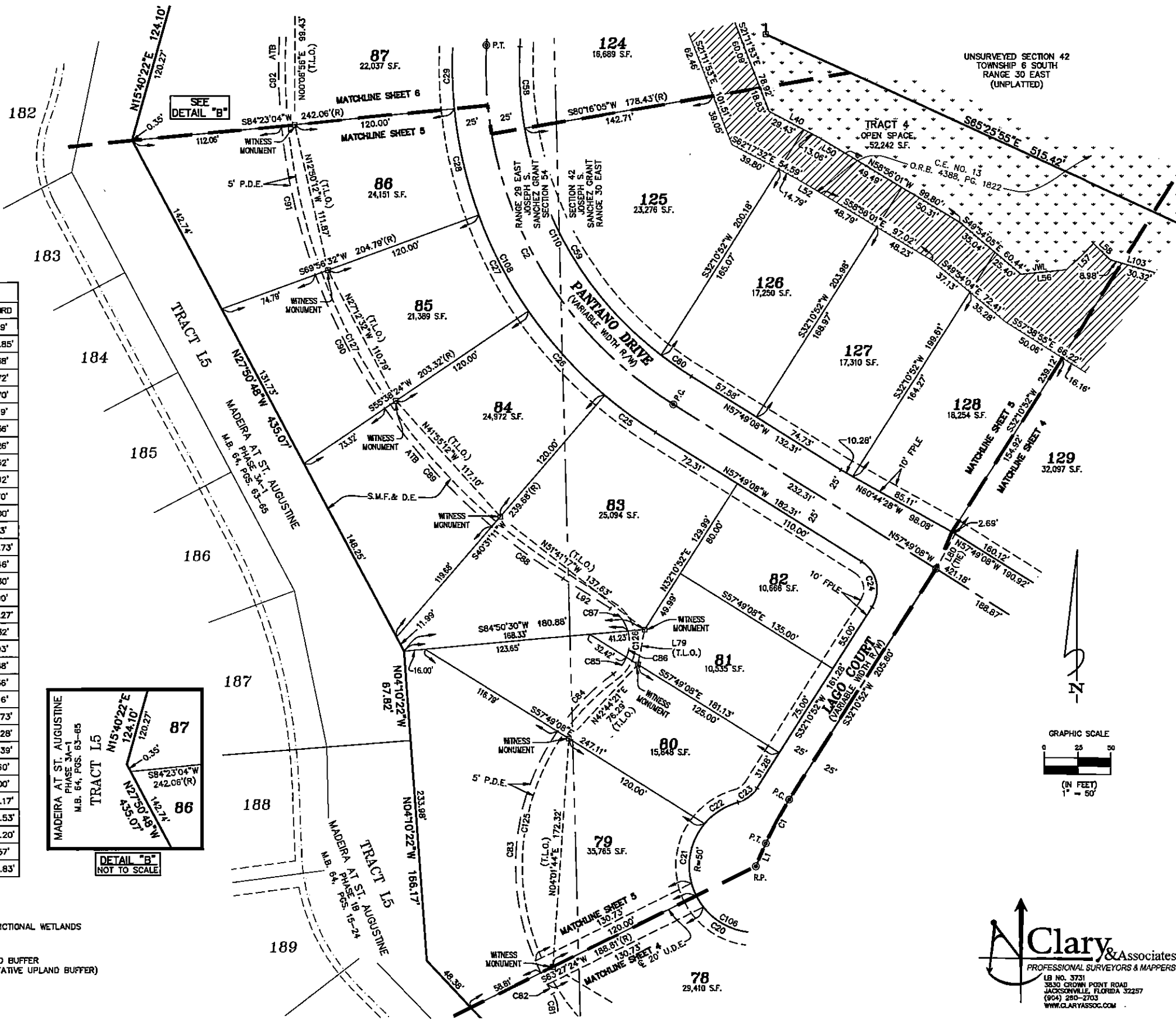
MAP BOOK PAGE

A REPLAT OF A PORTION OF THE PLAT OF NORTH ST. AUGUSTINE AS RECORDED IN MAP BOOK 3, PAGE 20, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, A PORTION OF OCEAN BOULEVARD (VACATED BY OFFICIAL RECORDS 833, PAGE 1519, SAID PUBLIC RECORDS) A PORTION OF UNSURVEYED SECTION 25, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 54, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF UNSURVEYED SECTIONS 30, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA

SHEET 5 OF 8 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S23°38'57"W	18.95'
L40	S62°17'32"E	42.49'
L50	N58°57'30"W	22.50'
L52	S58°57'30"E	21.48'
L56	S84°25'58"W	34.23'
L57	S46°08'34"W	28.28'
L58	N46°08'52"W	17.69'
L79	N10°23'04"E	26.93'
L80	N28°16'20"E	30.07'
L92	S57°49'08"E	42.37'
L103	S74°06'49"E	39.29'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	250.00'	37.23'	8°31'55"	S27°54'55"W	37.19'
C2	300.00'	318.61'	60°51'00"	S27°23'38"E	303.85'
C20	50.00'	56.30'	64°31'09"	S58°48'10"E	53.38'
C21	50.00'	57.90'	66°20'59"	S08°37'53"W	54.72'
C22	50.00'	30.15'	34°33'14"	S57°05'00"W	29.70'
C23	25.00'	18.40'	42°10'44"	N53°16'14"E	17.99'
C24	25.00'	39.27'	90°00'00"	N12°49'08"W	36.36'
C25	325.00'	47.30'	8°20'18"	S53°38'59"E	47.26'
C26	325.00'	85.77'	15°07'14"	S41°55'12"E	85.52'
C27	325.00'	81.13'	14°18'08"	S27°12'32"E	80.92'
C28	325.00'	81.92'	14°26'32"	S12°50'12"E	81.70'
C29	325.00'	49.05'	8°38'48"	S01°17'32"E	49.00'
C58	275.00'	61.26'	12°45'47"	S03°21'01"E	61.13'
C59	275.00'	203.33'	42°21'50"	S30°54'50"E	198.73'
C60	275.00'	27.47'	5°43'23"	S54°57'26"E	27.46'
C81	25.00'	20.90'	47°53'45"	S08°19'39"E	20.30'
C82	180.00'	18.01'	5°43'56"	S29°24'34"E	18.00'
C83	180.00'	191.12'	60°50'13"	S03°52'30"W	182.27'
C84	180.00'	60.60'	19°17'27"	S43°56'20"W	60.32'
C85	30.00'	16.23'	30°59'50"	S38°05'09"W	16.03'
C86	30.00'	20.26'	38°41'34"	S03°14'27"W	19.88'
C87	30.00'	21.84'	41°42'47"	S36°57'44"E	21.36'
C88	455.00'	66.22'	8°20'18"	S53°38'59"E	66.16'
C89	455.00'	120.08'	15°07'14"	S41°55'12"E	119.73'
C90	455.00'	113.58'	14°18'08"	S27°12'32"E	113.28'
C91	455.00'	114.69'	14°26'32"	S12°50'12"E	114.39'
C92	455.00'	68.67'	8°38'48"	S01°17'32"E	68.60'
C106	50.00'	240.73'	275°51'35"	S63°34'11"E	67.00'
C108	325.00'	345.16'	60°51'00"	S27°23'38"E	329.17'
C110	275.00'	292.06'	60°51'00"	S27°23'38"E	278.53'
C125	180.00'	269.74'	85°51'35"	S10°39'16"W	245.20'
C126	30.00'	58.33'	111°24'11"	N02°07'02"W	49.57'
C127	455.00'	483.22'	60°51'00"	S27°23'38"E	480.83'



••••• DENOTES JURISDICTIONAL WETLANDS
▨ DENOTES UPLAND BUFFER (NATURAL VEGETATIVE UPLAND BUFFER)

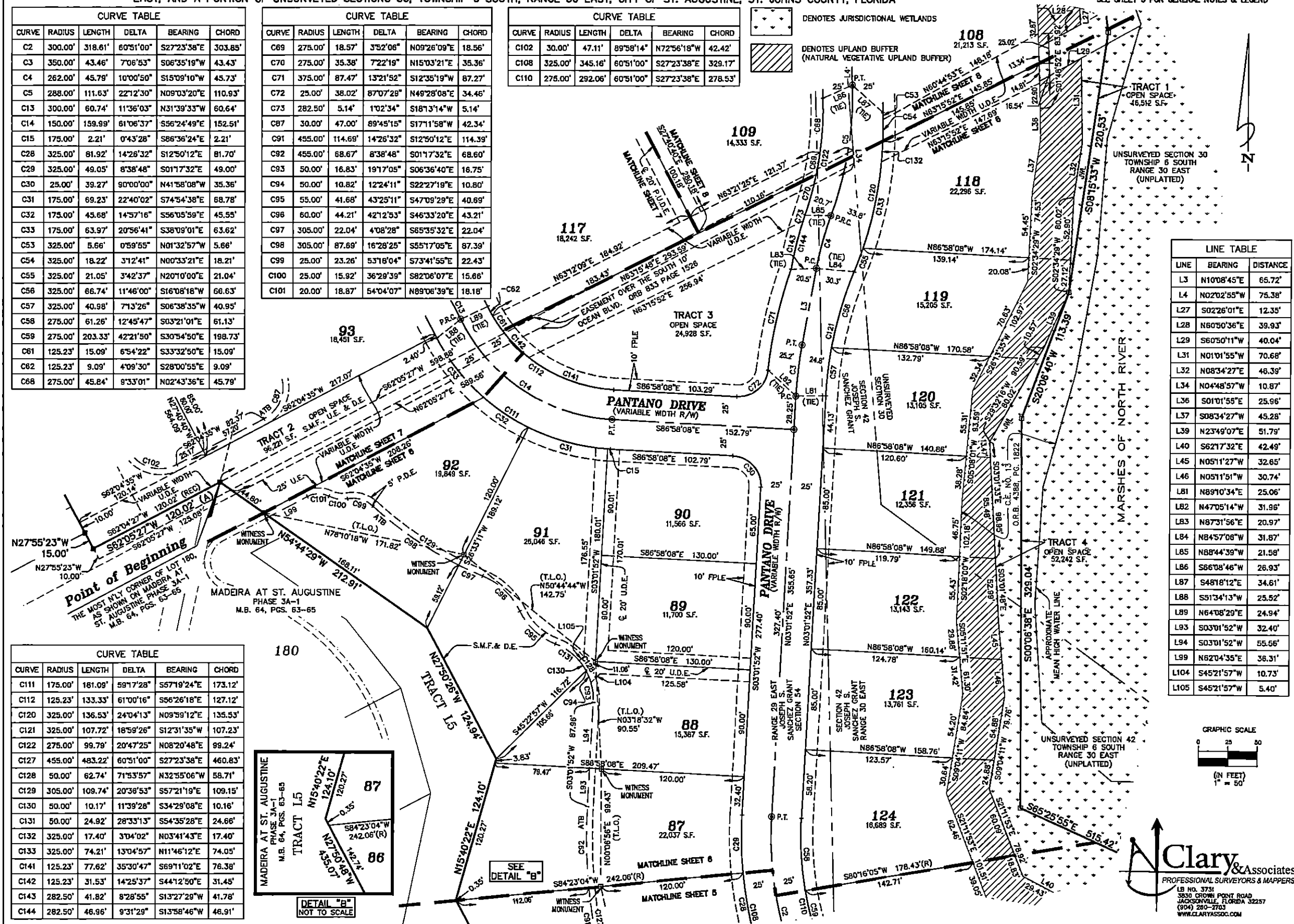
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MAP BOOK PAGE

SHEET 6 OF 8 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND

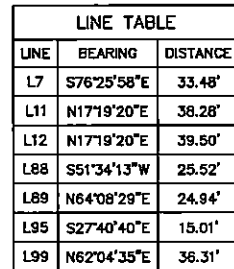
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C102	30.00'	47.11'	89°58'14"	N72°56'18"W	42.42'
C108	325.00'	345.16'	60°51'00"	S27°23'38"E	329.17'
C110	275.00'	292.06'	60°51'00"	S27°23'38"E	278.53'

LINE TABLE		
LINE	BEARING	DISTANCE
L3	N10°08'45"E	65.72'
L4	N02°02'55"W	75.38'
L27	S02°26'01"E	12.35'
L28	N60°50'36"E	39.93'
L29	S60°50'55"W	40.04'
L31	N01°01'55"W	70.68'
L32	N08°34'27"E	46.39'
L34	N04°48'57"W	10.87'
L36	S01°01'55"E	25.96'
L37	S08°34'27"W	45.28'
L39	N23°49'07"E	51.79'
L40	S62°17'32"E	42.49'
L45	N05°11'27"W	32.65'
L46	N05°11'51"W	30.74'
L81	N89°10'34"E	25.06'
L82	N47°05'14"W	31.98'
L83	N87°31'56"E	20.97'
L84	N84°57'08"W	31.87'
L85	N88°44'39"W	21.58'
L86	S66°08'46"W	26.93'
L87	S48°18'12"E	34.61'
L88	S51°34'13"W	25.52'
L89	N64°08'29"E	24.94'
L93	S03°01'52"W	32.40'
L94	S03°01'52"W	55.56'
L99	N62°04'35"E	36.31'
L104	S45°21'57"W	10.73'
L105	S45°21'57"W	5.40'

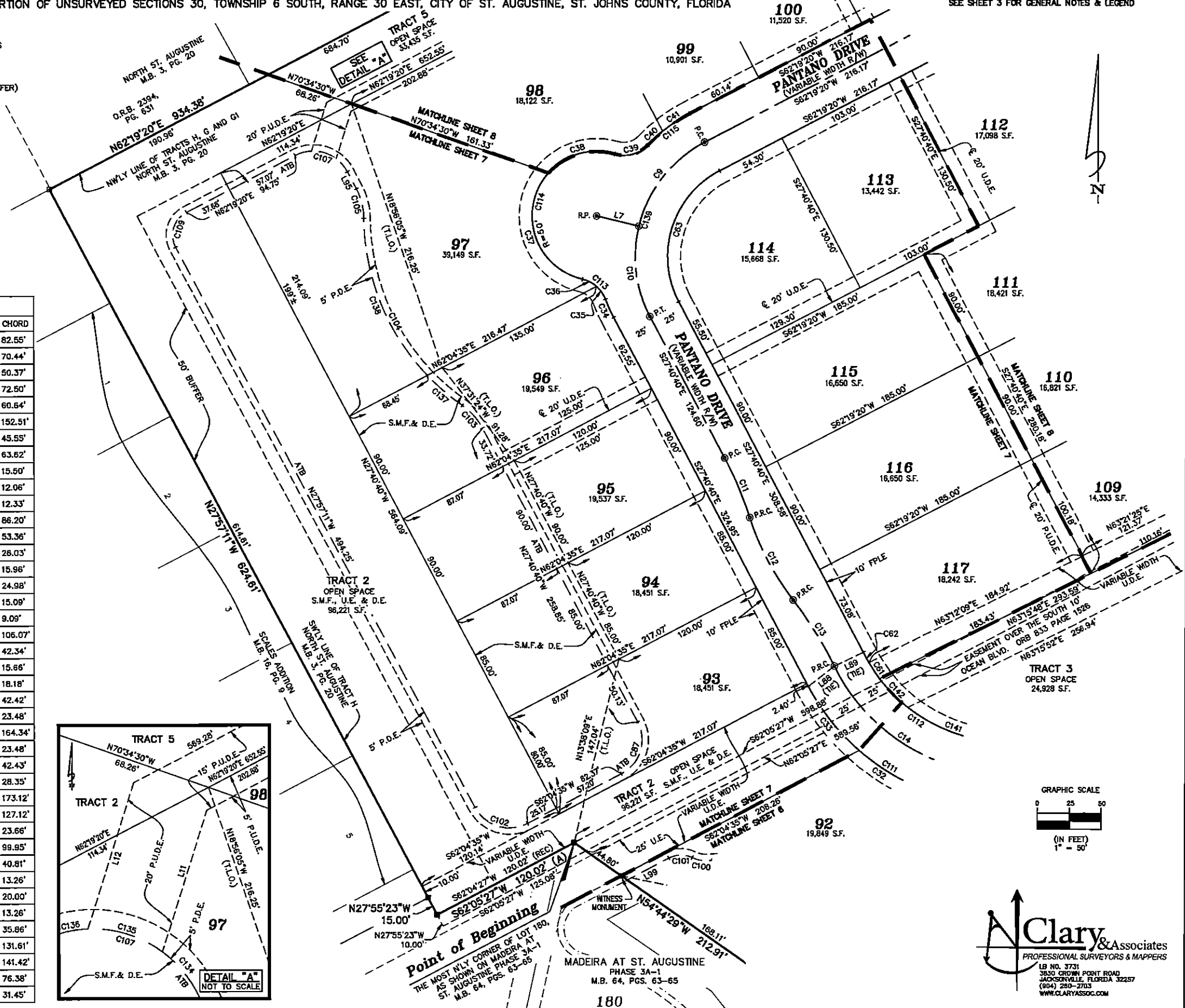
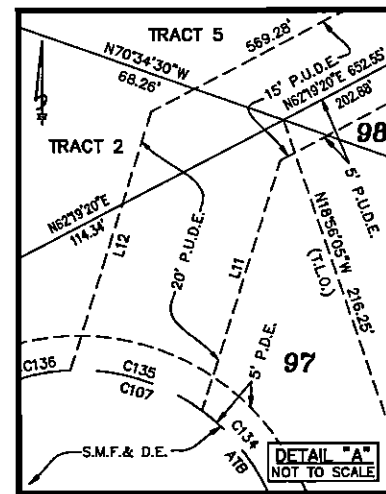


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SHEET 7 OF 8 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C9	100.00'	85.09'	48°45'18"	S37°56'41"W	82.55'
C10	100.00'	71.99'	41°14'42"	S07°03'19"E	70.44'
C11	300.00'	50.43'	9°37'56"	N22°51'42"W	50.37'
C12	215.00'	72.85'	19°24'50"	S27°45'09"E	72.50'
C13	300.00'	60.74'	11°36'03"	N31°39'33"W	60.64'
C14	150.00'	159.99'	61°06'37"	S56°24'49"E	152.51'
C32	175.00'	45.68'	1°57'16"	S56°05'59"E	45.55'
C33	175.00'	63.97'	20°56'41"	S38°09'01"E	63.62'
C34	125.00'	15.51'	7°06'39"	S24°23'51"E	15.50'
C35	25.00'	12.18'	27°54'51"	N34°47'57"W	12.06'
C36	25.00'	12.46'	28°33'30"	N6°02'08"W	12.33'
C37	50.00'	103.91'	119°04'33"	S17°46'36"E	86.20'
C38	50.00'	56.29'	64°30'08"	S74°00'43"W	53.36'
C39	25.00'	27.37'	62°43'56"	N74°53'48"E	26.03'
C40	125.00'	15.97'	7°19'17"	S47°11'28"W	15.96'
C41	125.00'	25.02'	11°28'13"	S56°35'13"W	24.98'
C61	125.23'	15.09'	6°54'22"	S33°32'50"E	15.09'
C62	125.23'	9.09'	4°09'30"	S28°00'55"E	9.09'
C63	75.00'	117.81'	90°00'00"	S17°19'20"W	106.07'
C87	30.00'	47.00'	89°45'15"	S17°11'58"W	42.34'
C100	25.00'	15.92'	36°29'39"	S82°06'07"E	15.66'
C101	20.00'	18.87'	54°04'07"	N89°06'39"E	18.18'
C102	30.00'	47.11'	89°58'14"	N72°56'18"E	42.42'
C103	50.00'	23.70'	27°09'39"	S41°15'30"E	23.48'
C104	180.00'	170.66'	54°19'19"	S27°40'40"E	164.34'
C105	50.00'	23.70'	27°09'39"	S14°05'50"E	23.48'
C107	30.00'	47.12'	90°00'00"	S72°40'40"E	42.43'
C109	20.00'	31.51'	90°16'31"	N17°11'05"E	28.35'
C111	175.00'	181.09'	59°17'28"	S57°19'24"E	173.12'
C112	125.23'	133.33'	61°00'16"	S56°26'18"E	127.12'
C113	25.00'	24.64'	56°28'21"	N49°04'42"W	23.66'
C114	50.00'	180.20'	183°34'39"	S14°28'22"W	99.95'
C115	125.00'	41.00'	18°47'30"	S52°55'35"W	40.81'
C134	30.00'	13.37'	25°31'44"	S40°26'32"E	13.26'
C135	30.00'	20.39'	38°56'33"	S72°40'40"E	20.00'
C136	30.00'	13.37'	25°31'44"	N75°05'12"E	13.26'
C137	180.00'	35.92'	11°26'01"	S49°07'19"E	35.86'
C138	180.00'	134.74'	42°53'18"	S21°57'39"E	131.61'
C139	100.00'	157.08'	90°00'00"	S17°19'20"W	141.42'
C141	125.23'	77.62'	35°30'47"	S69°11'02"E	76.38'
C142	125.23'	31.53'	14°26'37"	S44°12'50"E	31.45'

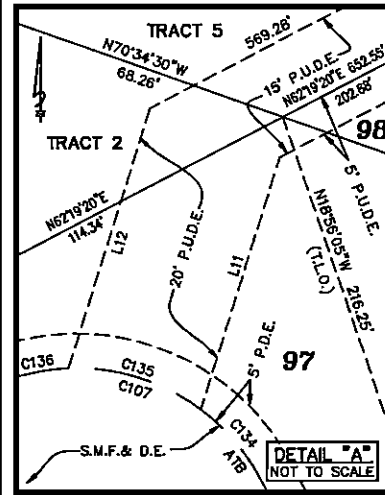


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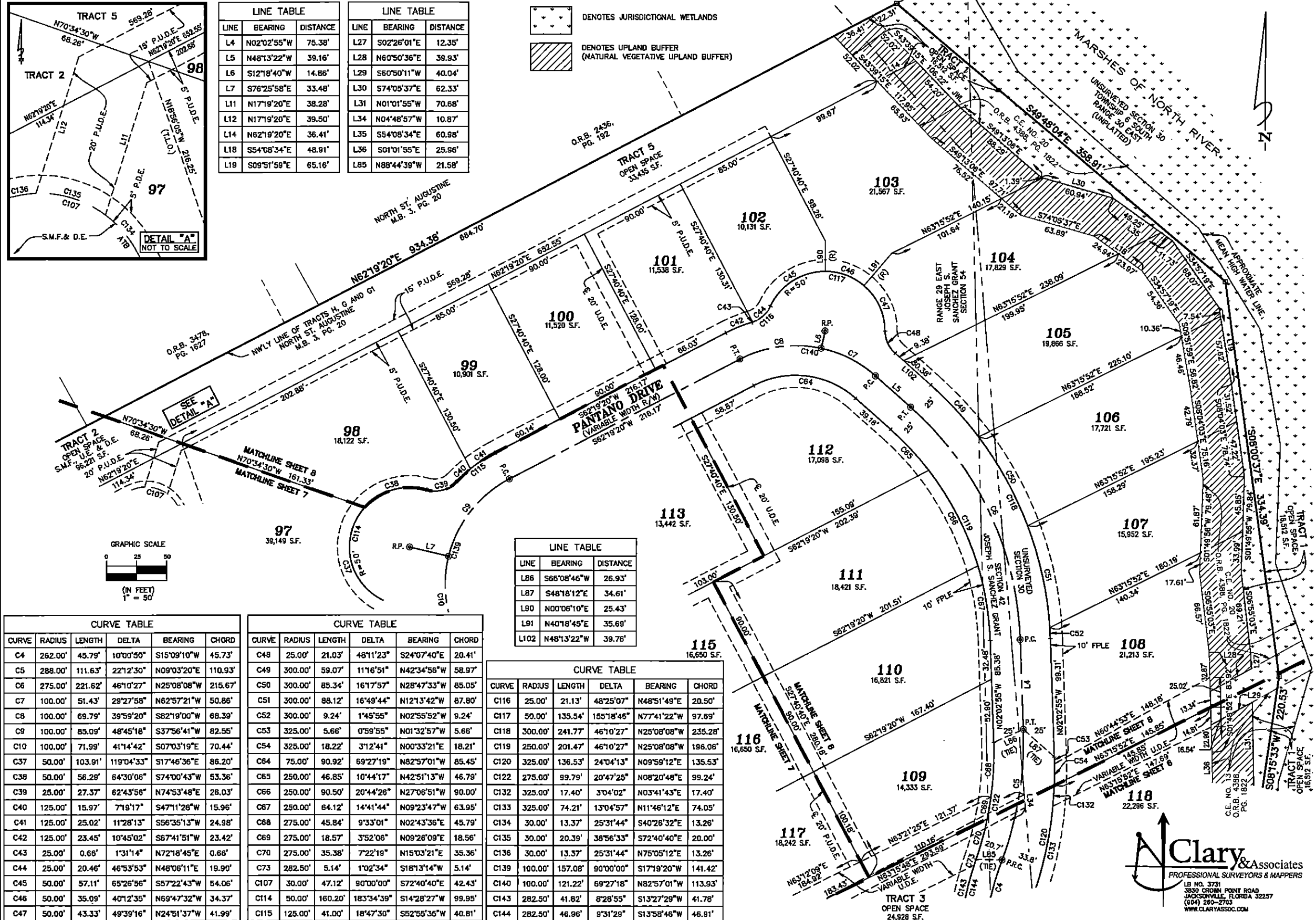
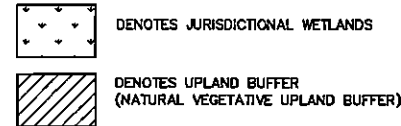
MAP BOOK PAGE

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SHEET 8 OF 8 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND



LINE TABLE			LINE TABLE		
LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L4	N02°02'55"W	75.38'	L27	S02°26'01"E	12.35'
L5	N48°13'22"W	39.16'	L28	N60°50'36"E	39.93'
L6	S12°19'40"W	14.86'	L29	S60°50'11"W	40.04'
L7	S76°25'58"E	33.48'	L30	S74°05'37"E	62.33'
L11	N17°19'20"E	38.28'	L31	N01°01'55"W	70.68'
L12	N17°19'20"E	39.50'	L34	N04°48'57"W	10.87'
L14	N62°19'20"E	36.41'	L35	S54°08'34"E	60.98'
L18	S54°08'34"E	48.91'	L36	S01°01'55"E	25.96'
L19	S09°51'59"E	65.16'	L85	N88°44'39"W	21.58'



CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C4	262.00'	45.79'	10°00'50"	S15°09'10"W	45.73'
C5	288.00'	111.63'	22°12'30"	N09°03'20"E	110.93'
C6	275.00'	221.62'	46°10'27"	N25°08'08"W	215.67'
C7	100.00'	51.43'	29°27'58"	N62°57'21"W	50.86'
C8	100.00'	69.79'	39°59'20"	S82°19'00"W	68.39'
C9	100.00'	85.09'	48°45'18"	S37°56'41"W	82.55'
C10	100.00'	71.99'	41°14'42"	S07°03'19"E	70.44'
C37	50.00'	103.91'	119°04'33"	S17°46'36"E	86.20'
C38	50.00'	56.29'	64°30'06"	S74°00'43"W	53.36'
C39	25.00'	27.37'	62°43'58"	N74°53'48"E	26.03'
C40	125.00'	15.97'	7°19'17"	S47°11'28"W	15.96'
C41	125.00'	25.02'	11°28'13"	S56°35'13"W	24.98'
C42	125.00'	23.45'	10°45'02"	S67°41'51"W	23.42'
C43	25.00'	0.66'	1°31'14"	N72°18'45"E	0.66'
C44	25.00'	20.46'	46°53'53"	N48°06'11"E	19.90'
C45	50.00'	57.11'	65°26'56"	S57°22'43"W	54.06'
C46	50.00'	35.09'	40°12'35"	N69°47'32"W	34.37'
C47	50.00'	43.33'	49°39'16"	N24°51'37"W	41.99'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C48	25.00'	21.03'	48°11'23"	S24°07'40"E	20.41'
C49	300.00'	59.07'	11°16'51"	N42°34'56"W	58.97'
C50	300.00'	85.34'	16°17'57"	N28°47'33"W	85.05'
C51	300.00'	88.12'	16°49'44"	N121°3'42"W	87.80'
C52	300.00'	9.24'	1°45'55"	N02°55'52"W	9.24'
C53	325.00'	5.66'	0°59'55"	N01°32'57"W	5.66'
C54	325.00'	18.22'	3°12'41"	N00°33'21"E	18.21'
C54	75.00'	90.92'	69°27'19"	N82°57'01"W	85.45'
C65	250.00'	46.85'	10°44'17"	N42°51'13"W	46.79'
C66	250.00'	90.50'	20°44'26"	N27°06'51"W	90.00'
C67	250.00'	64.12'	14°41'44"	N09°23'47"W	63.95'
C68	275.00'	45.84'	9°33'01"	N02°43'36"E	45.79'
C69	275.00'	18.57'	3°52'06"	N09°26'09"E	18.56'
C70	275.00'	35.38'	7°22'19"	N15°03'21"E	35.36'
C73	282.50'	5.14'	1°02'34"	S18°13'14"W	5.14'
C107	30.00'	47.12'	90°00'00"	S72°40'40"E	42.43'
C114	50.00'	160.20'	183°34'39"	S14°28'27"W	99.95'
C115	125.00'	41.00'	18°47'30"	S52°55'36"W	40.81'

LINE TABLE		
LINE	BEARING	DISTANCE
L86	S66°08'46"W	26.93'
L87	S48°18'12"E	34.61'
L90	N00°06'10"E	25.43'
L91	N40°18'45"E	35.69'
L102	N48°13'22"W	39.76'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C116	25.00'	21.13'	48°25'07"	N48°51'49"E	20.50'
C117	50.00'	135.54'	155°18'46"	N77°41'22"W	97.69'
C118	300.00'	241.77'	46°10'27"	N25°08'08"W	235.28'
C119	250.00'	201.47'	46°10'27"	N25°08'08"W	198.06'
C120	325.00'	136.53'	24°04'13"	N09°59'12"E	135.53'
C122	275.00'	99.79'	20°47'25"	N08°20'48"E	99.24'
C132	325.00'	17.40'	3°04'02"	N03°41'43"E	17.40'
C133	325.00'	74.21'	13°04'57"	N11°46'12"E	74.05'
C134	30.00'	13.37'	25°31'44"	S40°26'32"E	13.26'
C135	30.00'	20.39'	38°56'33"	S72°40'40"E	20.00'
C136	30.00'	13.37'	25°31'44"	N75°05'12"E	13.26'
C139	100.00'	157.08'	90°00'00"	S17°19'20"W	141.42'
C140	100.00'	121.22'	69°27'18"	N82°57'01"W	113.93'
C143	282.50'	41.82'	8°28'55"	S13°27'29"W	41.78'
C144	282.50'	46.96'	9°31'29"	S13°58'46"W	46.91'

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: David P. Birchim, AICP
City Manager

DATE: April 15, 2025

RE: Old Town Trolley Tours of St Augustine (OTT) Nights of Lights (NoLs) Agreements

Attached are the annual operating agreements between the City of St. Augustine (CoSA) and Old Town Trolley (OTT) for the upcoming *Nights of Lights* (NoL) season. These agreements authorize OTT to operate its *Famous Nights of Lights Trolley Tours* from the Visitor Information Center (VIC) facilities.

The Expanded Usage of VIC Agreement outlines provisions for ticketing, as well as loading and unloading operations associated with the tours. The Performance Contract authorizes OTT to schedule and produce seasonal performances on the VIC promenade.

This year's agreements incorporate Commission-approved dates for the 2025-2026 *Nights of Lights* season, along with revised "last load times" and "last performance times" tailored to specific days throughout the season. These operational details were reviewed and agreed upon by Dave Chatterton, Local Manager of OTT; and David Birchim, City Manager.

Staff recommends approval of both agreements.

If you concur, please place this item on the Consent Agenda for the City Commission meeting scheduled for Monday, April 28, 2025.

As always, please feel free to contact me with any questions. Thank you for your continued support and assistance.



Corey L. Sakryd
Director, General Services

CLS

Encl: Expanded Usage of Visitors Information Center Agreement
Performance Contract

xc: Meredith Breidenstein, Assistant City Manager
Isabelle Lopez, City Attorney
Darlene Galambos, City Clerk
file

EXPANDED USAGE OF VISITORS INFORMATION CENTER AGREEMENT

This Expanded Usage Agreement is made this _____ day of _____ 2025, by and between **St. Augustine Historical Tours, Inc.** d/b/a Old Town Trolley Tours of St Augustine (OTT), a Florida Corporation, whose address is 167 San Marco Ave., St. Augustine, FL 32084, and the **CITY OF ST. AUGUSTINE (CITY)**, Florida, a municipal corporation created and existing under the laws of the State of Florida, whose mailing address is P.O. Box 210, St. Augustine, Florida 32085-0210.

1. **EXPANDED USAGE GRANTED:** The CITY does hereby grant to OTT rights of expanded usage at the Visitor's Information Center (VIC) during the period of the CITY's Nights of Lights display. OTT operates the Famous Nights of Lights Trolley during this time period. This tour departs from the bus loading slot between the VIC and the Parking Garage. This expanded usage will include:
 - a. Adding stanchions and signage, which OTT will provide, to help in handling waiting lines.
 - b. OTT will provide a customer service representative and a portable desk/counter on the West porch to answer questions and provide information to guests.
 - c. OTT will provide security at the Promenade and VIC bathrooms during peak weeks and as required.
 - d. OTT agrees to provide staffing from 6:00 pm to 30 minutes past the "last load time" to sufficiently maintain, clean, sanitize, disinfect, and restock the CITY'S restrooms during the hours of operation of the Famous Nights of Lights trolley including Christmas night.
 - e. Any additional lighting that OTT deems necessary for ambience would be provided at OTT's expense.
 - f. OTT agrees to provide personnel to staff the School Board Lot if required.
 - g. OTT will pressure wash the promenade at the end of the season, and after the peak weeks, if necessary.
 - h. OTT will schedule two police officers or two security guards to staff the intersections of Cordova Street at West Castillo Drive and Cordova Street at Orange Street on Fridays, Saturdays, and nightly during the peak season, during tour operating hours.
 - i. OTT will schedule a security guard to work the entrance/exit of the City's parking garage on Fridays and Saturdays, and every night during the peak period through tour hours.
 - j. OTT will provide one (1) Handicap Accessible Port-O-Potty and four (4) standard

Port-O-Potties for use at the VIC. The exact location will be determined by the VIC supervisor. These Port-O-Potties will be emptied, cleaned, and restocked daily.

- k. OTT is allowed to place up to two (2) PODs at the VIC to be used for storage. Location of these PODS will be determined by the VIC Supervisor. Upon the completion of the NoLs these PODs will be removed within 2 weeks. Any damage to the lawn under or around the PODs will be repaired by OTT as determined by the VIC Supervisor.
 - l. OTT will include in its tour departure announcements, "For the courtesy of our local residents and businesses, shouting at pedestrians or other tour vehicles as well as the playing of musical and percussion instruments while on the trolley is strictly prohibited."
2. TERM: This agreement shall be in force during the period when OTT runs its Famous Nights of Lights Trolley. Specifically, the times covered are:
- a. Nightly, starting at 5:30 p.m., from Sunday, November 16, 2025 - Sunday, January 4, 2026, the last performance times are as follows:
 - i. Sunday thru Thursday: 10:30PM
 - ii. Friday and Saturday: 10:45PM
 - iii. Thanksgiving (Nov 27–Nov 30): 10:45PM
 - iv. Christmas (Dec 20–Jan 01): 10:45PM
 - b. Nightly, starting at 5:30 p.m., from, Monday, January 5, 2026 – Sunday, January 11, 2026, the last performance load times are as follows:
 - i. Sunday thru Thursday: 9:30PM
 - ii. Friday thru Saturday: 10:00PM

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the day and year first above written.

St. Augustine Historic Tours, Inc.
d/b/a Old Town Trolley Tours of St Augustine

City of St. Augustine

By: _____
Dave Chatterton, General Manager

By: _____
David Birchim, City Manager

Date: _____

Date: _____

APPROVED AS TO FORM,
LEGAL SUFFICIENCY AND EXECUTION:

Isabelle C. Lopez, City Attorney

PERFORMANCE CONTRACT

COMES NOW the City of St. Augustine, Florida ("CITY"), whose address is P.O. Box 210, St. Augustine, Florida, 32085, and the PRODUCER identified below, who in consideration of the Performance Fee and for other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, agree as follows:

1. PRODUCER name: St. Augustine Historical Tours, Inc.
d/b/a Old Town Trolley Tours of St Augustine (OTT)
2. Names of Members of Performance Group, if any: To be determined.
3. Producer Contact:

Dave Chatterton
Telephone number: (904) 829-3800
Fax number: (904) 829-6678
Email: dchatterton@historictours.com
4. Place of Performance: Visitors Information Center Porches
5. Dates of Performance: November 16, 2025, through January 11, 2026, excluding days when patio areas are reserved for other functions.
6. Times of performances: This agreement shall be in force during the period when OTT runs its Famous Nights of Lights Trolley. Specifically, the times covered are:
 - a. Nightly, starting at 5:30 p.m., from Sunday, November 16, 2025 - Sunday, January 4, 2026, the last performance times are as follows:
 - i. Sunday thru Thursday: 10:30PM
 - ii. Friday and Saturday: 10:45PM
 - iii. Thanksgiving (Nov 27– Nov 30): 10:45PM
 - iv. Christmas (Dec 20–Jan 01): 10:45PM
 - b. Nightly, starting at 5:30 p.m., from, Monday, January 5, 2026 – Sunday, January 11, 2026, the last performance load times are as follows:
 - i. Sunday thru Thursday: 9:30PM
 - ii. Friday thru Saturday: 10:00PM
7. Performance Content:
 - a. The Producer and all members of Performance Group as identified above shall perform a performance of a type generally depicted as Holiday Music at the date, time and place identified above. The performance shall run during the operation of the Nights of Lights Trolley.

- b. Specific Requirements, if any, as to songs, announcements, styles of dress shall be as described below:
 - i. Holiday genre catalog including selections appropriate to historic heritage of the City of St. Augustine.
 - ii. Dress compatible with the heritage environment requirement with the City.
- 8. Performance Fee: The PRODUCER shall be responsible for payment to the Performer to be set at a minimum \$500.00 performance.
- 9. Promotion: The CITY, at the CITY's discretion, may promote the Performance. The PRODUCER may provide the CITY with promotional materials. All promotional documents produced and distributed by the CITY shall be public records as defined by Section 119.011, Florida Statutes, the Florida Public Records Act, and any statutory exemptions to the Act.
- 10. Sound Check and Set-up: At least One (1) hour prior to Performance, the CITY shall provide the PERFORMER and the PERFORMER'S designated representatives sufficient access to the Place of Performance for set up and sound check. The PERFORMER shall designate to the CITY an individual to oversee sound modifications before and during the Performance.
- 11. Merchandise: The PRODUCER and PERFORMER are prohibited from selling any merchandise at the place of the performance.
- 12. Cancellation: The CITY may cancel the Performance if the CITY provides to the PRODUCER either oral or written notice of cancellation at least five (5) days prior to the date of the performance.
- 13. Termination: Either the CITY or the PRODUCER may terminate this contract upon twenty (20) days prior written notice in the event of a material failure by either part to perform in accordance with the terms of this Contract or material violation of any applicable Federal, State or Local Law, statute, ordinance or resolution.
- 14. Notices: Any notices regarding this Contract are to be addressed to the following representatives:

CITY:
Assistant City Manager
City of St. Augustine
P.O. Box 210
St. Augustine, FL 32085

PRODUCER:

St. Augustine Historical Tours, Inc.
d/b/a Old Town Trolley Tours of St Augustine
Attn: Dave Chatterton
167 San Marco Ave.
St. Augustine, FL 32084

15. Indemnification: The PRODUCER shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the PRODUCER, PERFORMER, the Performance Group and other persons employed or utilized by the PRODUCER, PERFORMER, or Performance Group in the performance of the Contract.
16. Remedies: Each party to this Contract shall be entitled to seek enforcement of this Contract against the other party and shall have all remedies available at law or in equity, including the remedy of specific performance and all forms of injunctive relief. The CITY, however, specifically and expressly, reserves all rights to sovereign immunity granted to municipalities by law, including, but not limited to, Section 768.28 Florida Statutes.
17. Unenforceability of Provisions: If any provision of this Contract or any portion thereof is held to be invalid or unenforceable, then the remainder of this Contract shall nevertheless remain in full force and effect.
18. Modification: This Contract may only be modified by written agreement approved and executed in a manner consistent with this Contract by all parties to this Contract.
19. Attorneys' Fees: in the event of any litigation, mediation, action by legal counsel, bankruptcy proceeding or collection effort arising in any manner hereunder whether or not suit be brought, the prevailing party or substantially prevailing party shall be entitled to recover all court costs, reasonable attorneys' fees and attorneys' costs, including those arising from appeal at all levels of the proceedings.
20. Choice of Law: Venue: This Contract shall be governed by the laws of the State of Florida. Each party agrees that any action, controversy or cause of action arising out of the terms of this Contract shall be brought in a court of competent jurisdiction in St. Johns County, Florida, regardless of the place of execution of the Contract, and each party hereby waives any right to require that any action to enforce this Contract be brought in any other jurisdiction or venue.
21. Judicial Interpretation: If any of the provisions of this Contract require judicial interpretation, the court interpreting or construing the same shall not apply the presumption that the terms of this Contract shall be more strictly construed against one

party by reason of the rule of construction that the document be construed more strictly against the party who prepared or through its agents prepared the Contract, it being agreed that the agents of all parties have participated in the preparation of the Contract.

22. Effective Date: This Contract shall become effective on the later of the date the Contract is executed by the City Manager for the City of St. Augustine and the date the contract is approved by the authorized representative of PRODUCER.
23. Entire Agreement: This Contract constitutes the entire agreement between the parties and no amendment or modification to this document shall be effective unless made in writing and signed by all parties. No other agreements, representations, or promises shall be binding on the parties except those agreements, representations or promises contained herein or in some future writing signed by the parties making such agreements, representations or promises. The parties expressly acknowledge and agree that they have neither made nor relied on any promise or representation except those expressly set forth in this Contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their dulyqualified representatives on the dates set forth below.

“CITY”

City of St. Augustine, Florida
A Municipal Corporation

By: _____
David Birchim, City Manager

Date: _____

Darlene Galambos, City Clerk
(SEAL)

Signed, sealed and delivered in the presence of:

“OTT”

St. Augustine Historical Tours, Inc.
d/b/a Old Town Trolley Tours of St
Augustine

By: _____

Dave Chatterton, General Manager
St. Augustine Historical Tours, Inc.

WITNESS

Printed Name: _____

WITNESS

Printed Name: _____

Date: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Isabelle Lopez, City Attorney