

# Madeira Community Development District

# Board of Supervisors' Meeting May 25, 2022

District Office: 2806 N. Fifth Street Unit 403 St. Augustine, FL 32084

www.madeiracdd.org

### MADEIRA COMMUNITY DEVELOPMENT DISTRICT AGENDA May 25, 2022 at 2:00 p.m.

At the Holiday Inn Express & Suites 2300 State Road 16, St. Augustine, Florida 32084

District Board of Supervisors William R. Lanius Chairperson

Doug Maier Vice Chairman
John Moore Assistant Secretary
Thomas Barton Assistant Secretary
Orville Dothage III Assistant Secretary

**District Manager** Lesley Gallagher Rizzetta & Company, Inc.

**District Counsel** Wes Haber Hopping Green & Sams, P.A.

**District Engineer** Chris Buttermore Matthews Design Group

All Cellular phones and pagers must be turned off while in the meeting room.

### The District Agenda is comprised of five different sections:

The meeting will begin promptly at 2:00 p.m. with the first section which is called Audience Comments on Agenda Items. The Audience Comment portion of the agenda is where individuals may comment on matters that concern the District. Each individual is limited to three (3) minutes for such comment. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted. IF THE COMMENT CONCERNS A MAINTENANCE RELATED ITEM. THE ITEM WILL NEED TO BE ADDRESSED BY THE DISTRICT MANAGER OUTSIDE THE CONTEXT OF THIS MEETING. The second section is called Business Administration. The Business Administration section contains items that require the review and approval of the District Board of Supervisors as a normal course of business. The third section is called Staff Reports. This section allows the District Manager, Engineer, and Attorney to update the Board of Supervisors on any pending issues that are being researched for Board action. The fourth section is called Business Items. The business items section contains items for approval by the District Board of Supervisors that may require discussion, motion and votes on an item-by-item basis. If any member of the audience would like to speak on one of the business items, they will need to register with the District Manager prior to the presentation of that agenda item. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. During the Public Hearing portion of the agenda item, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion and vote. Agendas can be reviewed by contacting the Manager's office at (904) 436-6270 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting. The final section is called Supervisor Requests and Audience Comments. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet residential needs and provides members of the audience the opportunity to comment on matters of concern to them that were not addressed during the meeting.

Public workshops sessions may be advertised and held in an effort to provide informational services. These sessions allow staff or consultants to discuss a policy or business matter in a more informal manner and allow for lengthy presentations prior to scheduling the item for approval. Typically no motions or votes are made during these sessions.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (904) 436-6270, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 7-1-1, who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

### MADEIRA COMMUNITY DEVELOPMENT DISTRICT

<u>District Office · St. Augustine, Florida · (904) 436-6270</u>

<u>Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

<u>www.madeiracdd.org</u>

May 17, 2022

Board of Supervisors Madeira Community Development District

### **AGENDA**

**Dear Board Members:** 

I.

The second audit committee meeting and regular meeting of the Board of Supervisors of Madeira Community Development District will be held on **Wednesday**, **May 25**, **2022 at 2:00 p.m.** at the Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 32084.

<b>p.m.</b> at the	e Holiday	y inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 3	32084.
AUDIT CO	MMITT	EE MEETING:	
1.	CALL	TO ORDER/ROLL CALL	
2.	BUSIN	IESS ADMINISTRATION	
	A.	Review of Audit Proposals Received for District's Fiscal	
		Year 2022-2026 Auditing Services	Tab 1
<b>BOARD O</b>	F SUPE	ERVISORS MEETING:	
1.		L TO ORDER/ROLL CALL	
2.		LIC COMMENTS ON AGENDA ITEMS	
3.	BUS	INESS ADMINISTRATION	
	A.	Consideration of Minutes of the Board of Supervisors'	
		Audit Committee Meeting Held on February 23, 2022	Tab 1
	B.	Consideration of Minutes of the Board of Supervisors' Regular	
	_	Meeting held February 23, 2022	. Tab 2
	C.	Ratification of the Operation and Maintenance Expenditures	
	_	for January, February and March 2022	
_	D.	Acceptance of Fiscal Year 2021 Audit	Tab 4
4.		FF REPORTS	
	Α.	District Counsel	
	В.	District Engineer	
	C.	Landscape Maintenance Report	Tab 5
	D.	District Manager	
_	5.10	Presentation of Registered Voter Count	I ab 6
5.		SINESS ITEMS	
	A.	Consideration of Landscape Maintenance Proposals for Additional	
	Б	Common Areas FY 21/22	
	В.	Consideration of Landscape Enhancement Proposals	
	C.	Consideration Proposal for Pavement Evaluation	
	D.	Consideration of Proposals for Lighting	I ab 10
		1.) Entry to Guard House	
	_	2.) Tesoro Park	T-1-44
	E.	Ratification of Fence Removal by Waterout	
	F.	Consideration of Proposal for Fence Replacement	
	G.	Consideration of Proposal for Cleaning of Decorative Lights	
	Н.	Ratification of Phase 1C Recorded Plat	i ab 14

Ratification of Funding Agreement for Direct Purchase......Tab 15

J.	Consideration of Resolution 2022-03, Declaring Reallocation of
	Assessments
	(under separate cover)
K.	Consideration of Resolution 2022-04, Setting Public Hearing on
	Reallocation of Assessments
	(under separate cover)
L.	Consideration of Resolution 2022-05, Certifying the Collection of
	Short-Term Assessments
	(under separate cover)
M.	Consideration of Resolution 2022-06, Approving the Proposed
	Budget for Fiscal Year 2022/23 and Setting the Public HearingTab 16
N.	Consideration of Audit Committee Recommendation
Ο.	Ratification of FPL Phase 1C Lighting Agreement and
	Additional MetersTab 17
SUPF	RVISOR REQUESTS

### 6.

#### ADJOURNMENT 7.

I look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to contact me at (904) 436-6270.

Very truly yours, Lesley Gallagher

# Tab 1

### MADEIRA COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS FOR ANNUAL AUDIT SERVICES

The Madeira Community Development District hereby requests proposals for annual financial auditing services. The proposal must provide for the auditing of the District's financial records for the fiscal years ending September 30, 2022, 2023, 2024, 2025, and 2026. The District is a local unit of special-purpose government created under Chapter 190, *Florida Statutes*, for the purpose of financing, constructing, and maintaining public infrastructure. The District is located in St. Johns County, Florida, and has a net annual operating budget of approximately \$366,553. The final contract will require that, among other things, the audit for the Fiscal Year ending September 30, 2022, be completed no later than February 28, 2023.

The auditing entity submitting a proposal must be duly licensed under Chapter 473, *Florida Statutes*, and be qualified to conduct audits in accordance with "Government Auditing Standards," as adopted by the Florida Board of Accountancy. Audits shall be conducted in accordance with Florida Law and particularly Section 218.39, *Florida Statutes*, and the rules of the Florida Auditor General.

Proposal packages, which include evaluation criteria and instructions to proposers, are available from the District Manager at the address and telephone number listed below.

Proposers must provide five (5) copies of their proposal and one (1) USB, using **ONLY** the following delivery methods, UPS, FedEx or Hand Delivery to Rizzetta & Company, Inc., 2806 North Fifth Street, Unit 403, St. Augustine, Florida 32084 ("District Manager") telephone (904) 436-6270, in an envelope marked on the outside "Auditing Services – Madeira Community Development District." Proposals must be received by Friday, April 15, 2022 at 12:00 p.m., at the office of the District Manager. Please direct all questions regarding this Notice to the District Manager.

District Manager Rizzetta & Company 2806 North Fifth Street, Unit 403 St. Augustine, Florida 32084 (904) 436-6270

**Run Date:** 03/23/2022

# MADEIRA COMMUNITY DEVELOPMENT DISTRICT REQUEST FOR PROPOSALS

### District Auditing Services for Fiscal Year 2022-2025 St. Johns County, Florida

#### INSTRUCTIONS TO PROPOSERS

- **SECTION 1. DUE DATE.** Sealed proposals must be received no later than **April 15, 2022 at 12:00 p.m.,** at the offices of District Manager, located at 2806 North Fifth Street, Suite 403, St. Augustine, FL. 32084. Proposals will be publicly opened at that time.
- **SECTION 2. FAMILIARITY WITH THE LAW.** By submitting a proposal, the Proposer is assumed to be familiar with all federal, state, and local laws, ordinances, rules and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve it from responsibility to perform the work covered by the proposal in compliance with all such laws, ordinances and regulations.
- **SECTION 3. QUALIFICATIONS OF PROPOSER.** The contract, if awarded, will only be awarded to a responsible Proposer who is qualified by experience and licensing to do the work specified herein. The Proposer shall submit with its proposal satisfactory evidence of experience in similar work and show that it is fully prepared to complete the work to the satisfaction of the District.
- **SECTION 4. SUBMISSION OF ONLY ONE PROPOSAL.** Proposers shall be disqualified and their proposals rejected if the District has reason to believe that collusion may exist among the Proposers, the Proposer has defaulted on any previous contract or is in arrears on any previous or existing contract, or for failure to demonstrate proper licenser and business organization.
- **SECTION 5. SUBMISSION OF PROPOSAL.** Submit five (5) hard copies of their proposal and one (1) Adobe PDF file on flash drive using ONLY the following delivery methods, UPS, FedEX or Hand Delivery to the District Manager, at 2806 North Fifth Street, Suite 403, St. Augustine, Florida 32084, in an envelope marked on the outside "Auditing Services –Madeira Community Development District."
- **SECTION 6. MODIFICATION AND WITHDRAWAL.** Proposals may be modified or withdrawn by an appropriate document duly executed and delivered to the place where proposals are to be submitted at any time prior to the time and date the proposals are due. No proposal may be withdrawn after opening for a period of ninety (90) days.
- **SECTION 7. PROPOSAL DOCUMENTS.** The proposal documents shall consist of the notice announcing the request for proposals, these instructions, the Evaluation Criteria Sheet and a proposal with all required documentation pursuant to Section 12 of these instructions (the "Proposal Documents").
- **SECTION 8. PROPOSAL.** In making its proposal, each Proposer represents that it has read and understands the Proposal Documents and that the proposal is made in accordance therewith.

- **SECTION 9. BASIS OF AWARD/RIGHT TO REJECT.** The District reserves the right to reject any and all proposals, make modifications to the work, and waive any informalities or irregularities in proposals as it is deemed in the best interests of the District.
- **SECTION 10. CONTRACT AWARD.** Within fourteen (14) days of receipt of the Notice of Award from the District, the Proposer shall enter into and execute a Contract (engagement letter) with the District.
- **SECTION 11. LIMITATION OF LIABILITY.** Nothing herein shall be construed as or constitute a waiver of Districts limited waiver of liability contained in section 768.28, Florida Statutes, or any other statute or law.
- **SECTION 12. MISCELLANEOUS.** All proposals shall include the following information in addition to any other requirements of the proposal documents.
  - A. List position or title of all personnel to perform work on the District audit. Include resumes for each person listed; list years of experience in present position for each party listed and years of related experience.
  - B. Describe proposed staffing levels, including resumes with applicable certifications.
  - C. Three references from projects of similar size and scope. The Proposer should include information relating to the work it conducted for each reference as well as a name, address and phone number of a contact person.
  - D. The lump sum cost of the provision of the services under the proposal. The proposal must provide for the auditing of the District's financial records for the Fiscal Years ending September 30, 2022, 2023, 2024, and 2025 with an option for additional annual renewals.

**SECTION 13. PROTESTS.** Any protest regarding the Proposal Documents, must be filed in writing, at the offices of the District Manager, within seventy-two (72) hours after the receipt of the proposed project plans and specifications or other contract documents. The formal protest setting forth with particularity the facts and law upon which the protest is based shall be filed within seven (7) calendar days after the initial notice of protest was filed. Failure to timely file a notice of protest or failure to timely file a formal written protest shall constitute a waiver of any right to object or protest with respect to aforesaid plans, specifications or contract documents.

**SECTION 14. EVALUATION OF PROPOSALS.** The criteria to be used in the evaluation are presented in the Evaluation Criteria Sheet, contained within the Proposal Documents.

### **EVALUATION CRITERIA**

### 1. Ability of Personnel.

(20 Points)

(E.g., geographic locations of the firm's headquarters or permanent office in relation to the project; capabilities and experience of key personnel; present ability to manage this project; evaluation of existing work load; proposed staffing levels, etc.)

### 2. Proposers' Experience.

(20 Points)

(E.g. past record and experience of the Proposer in similar projects; volume of work previously performed by the firm; past performance for other Community Development Districts in other contracts; character, integrity, reputation, of respondent, etc.)

### 3. Understanding of Scope of Work.

(20 Points)

Extent to which the proposal demonstrates an understanding of the District's needs for the services requested.

### 4. Ability to Furnish the Required Services.

(20 Points)

Extent to which the proposal demonstrates the adequacy of Proposers' financial resources and stability as a business entity necessary to complete the services required (E.g. the existence of any natural disaster plan for business operations).

### 5 Price

(20 Points)

Points will be awarded based upon the price bid for the rendering of the services and reasonable ness of the price to the services

Total

(100 **Points**)

### Madeira CDD Audit Proposal Review Committee Evaluation Spread Sheet 05/25/2022

Bidder's Name	Total Audit Price	Ability of Personnel (20 Points)	Proposer's Experience (20 Points)	Understanding Scope of Work (20 Points)	Furnish Required Services (20 Points)	Price (20 Points)	Total Points	
Berger, Toombs, Elam,Gaines & Frank (Current Auditor)	2022- \$3,975 2023- \$3,975 2024 - \$4,095 2025 - \$4,185 2026 - \$ 4,185							
Grau & Associates	2022- \$6,000 2023- \$6,200 2024 - \$6,400 2025 - \$6,600 2026 - \$6,800							

# Tab 1

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MINUTES OF MEETING

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

### **MADEIRA** COMMUNITY DEVELOPMENT DISTRICT

The Audit Committee meeting of Madeira Community Development District was held on Wednesday, February 23, 2022 at 2:00 p.m. at the Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 32084. The following was the agenda for the meeting:

Present and constituting a quorum:

William Lanius	Board Supervisor, Chairman
Doug Maier	Board Supervisor, Vice Chairman
John Moore	<b>Board Supervisor, Assistant Secretary</b>
Thomas Barton	<b>Board Supervisor, Assistant Secretary</b>
Orville Dothage	<b>Board Supervisor, Assistant Secretary</b>

Also present were:

District Manager, Rizzetta & Company, Inc. Lesley Gallagher Wes Haber District Counsel, Hopping Green & Sams, P.A. Chris Buttermore **District Engineer, Matthews Design Group** 

### FIRST ORDER OF BUSINESS

Call to Order

Ms. Gallagher called the meeting to order at 2:00 p.m. and read roll call.

### **SECOND ORDER OF BUSINESS Review Instructions and Criteria for Proposals for District Auditing**

Services

The Committee reviewed criteria with and without price.

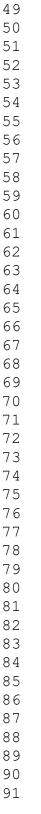
On a motion by Mr. Moore, seconded by Mr. Barton, with all in favor, the Audit Committee selected to request proposals for District Audit Services to include price and for each criteria to be weighted equally with proposals to be requested for a five year term for Madeira Community Development District.

### THIRD ORDER OF BUSINESS

# Establishing a Date for the Second Audit Committee Meeting

On a motion by Mr. Barton, seconded by Mr. Moore, with all in favor, the Committee selected May 25<sup>th</sup>, 2022 at 2pm as the second audit committee meeting date for Madeira Community Development District.

The Audit Committee Meeting was then closed.



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93	Secretary/Assistant Secretary

Chairman/Vice Chairman



# Tab 2

MINUTES OF MEETING 1 2 3 Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that the person may need to ensure that a 4 5 verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based. 6 7 8 **MADEIRA** 9 COMMUNITY DEVELOPMENT DISTRICT 10 The regular meeting of the Board of Supervisors of Madeira Community 11 12 Development District was held on Wednesday, February 23, 2022 at 2:00 p.m. at the Holiday Inn Express & Suites, 2300 State Road 16, St. Augustine, Florida 32084. The 13 following was the agenda for the meeting: 14 15 16 Present and constituting a quorum: 17 **Board Supervisor, Chairman** William Lanius 18 **Board Supervisor, Vice Chairman** 19 Doug Maier John Moore **Board Supervisor, Assistant Secretary** 20 **Thomas Barton Board Supervisor, Assistant Secretary** 21 **Board Supervisor, Assistant Secretary** Orville Dothage 22 23 24 Also present were: 25 Lesley Gallagher District Manager, Rizzetta & Company, Inc. 26 Wes Haber District Counsel, Hopping Green & Sams, P.A. 27 District Engineer, Matthews Design Group via speaker 28 Chris Buttermore 29 phone 30 31 FIRST ORDER OF BUSINESS Call to Order 32 33 Ms. Gallagher called the meeting to order at 2:12 p.m. and read roll call. 34 35 SECOND ORDER OF BUSINESS **Audience Comments on Agenda Items** 36 37 Audience members had comments on the Reserve Study, spelling of Mr. Barton's name, Hopping to Kutak transition, stormwater analysis report, parking, decorative 38 39 fence and accounts receivable. 40 41 THIRD ORDER OF BUSINESS **Consideration of Minutes of the Board of Supervisors' Regular** 42

On a motion by Mr. Lanius, seconded by Mr. Maier, with all in favor, the Board approved the Minutes of the Board of Supervisors' Regular Meeting held on October 27, 2021, for Madeira Community Development District.

Meeting held on October 27, 2021

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**FOURTH ORDER OF BUSINESS** 

Ratification of the Operation and Maintenance Expenditures for September 2021, October 2021, November 2021 and December 2021

On a motion by Mr. Moore, seconded by Mr. Dothage, with all in favor, the Board approved the Operation and Maintenance Expenditures for September 2021 in the amount of \$28,169.68, October 2021 in the amount of \$24,103.76, November 2021 in the amount of \$20,966.00 and December 2021 in the amount of \$14,416.76 for Madeira Community Development District.

### FIFTH ORDER OF BUSINESS

Consideration of Resolution 2022-01, Regarding the General Election

Ms. Gallagher noted that seats one and two would go through the General Election this year. She also noted that the qualification period for the General Election is noon on June 13, 2022 though noon on June 17, 2022 and interested candidates would qualify through the St. Johns County Supervisor of Elections Office.

On a motion by Mr. Barton, seconded by Mr. Moore, with all in favor, the Board adopted Resolution 2022-01, regarding the General Election for Madeira Community Development District.

### SIXTH ORDER OF BUSINESS

Staff Reports

### A. District Counsel

Analysis

 Consideration of Kutak Rock, LLP Retention and Fee Agreement
 Memorandum Regarding Wastewater and Stormwater Needs

Mr. Haber and the Board had a detailed discussion with numerous members of the public regarding short-term debt on certain lots.

 Mr. Haber then reviewed the Kutak Rock LLP Retention and Fee Agreement and Stormwater Needs Analysis Report Memorandum.

On a motion by Mr. Barton, seconded by Mr. Lanius, with all in favor, the Board accepted the Kutak Rock, LLP Retention and Fee Agreement for Madeira Community Development District.

#### B. **District Engineer** 1.) Consideration of Proposal for Wastewater and Stormwater Needs

**Analysis** 

SEVENTH ORDER OF BUSINESS

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Mr. Buttermore noted that the portion of his proposal for the Public Facilities Report was not due for completion at this time and reviewed the wastewater and stormwater needs analysis portion. It was noted that the CDD is not responsible for

On a motion by Mr. Lanius, seconded by Mr. Dothage, with all in favor, the Board authorized the District to enter into an agreement to complete the Stormwater Analysis Report in an amount not to exceed \$11,500 and authorized the Vice Chairman to negotiate the agreement and choose the entity to provide service for Madeira Community Development District.

the wastewater system and the report would be for the stormwater portion only.

- C. Landscape Maintenance Yellowstone was not in attendance and did not provide a report for the meeting.
- D. District Manager Charles Aquatics Pond Report, February 1, 2022 1.)

Ms. Gallagher reviewed a proposal from Charles Aquatics to install new carp barriers in ponds 6,7,8,11 and 12 in the amount of \$4,001.40 as well as proposals for repairs a barrier at pond 3 in the amount of \$157.50 and outflow on pond 3 in the amount of \$363.60.

On a motion by Mr. Dothage, seconded by Mr. Moore, with all in favor, the Board approved the Charles Aquatics Pond 3 proposals in the amounts of \$157.50 and 363.60 and approved a not to exceed amount of \$4,001.00 authorizing the Vice Chairman to work with the District Manager on the final proposal for barriers on ponds 6,7,8,11 & 12 for Madeira Community Development District.

#### Consideration **Proposals** of for **Modifications at the Exit Gate**

Ms. Gallagher updated the Board that there had been strikes to the exit gate at Madeira which occurred when vehicles were trailing another vehicle through the gate while the arms were in the process of closing. The Board reviewed a proposal from the Gate Store to install an amber flashing signal at the exit gate, which would be mounted on the island column in an amount of \$1,637.06. She also noted that Envera has agreed to add more reflective tape to all gates at no expense to the District.

The Board authorized the installation of reflective tape by Madeira at no expense to the District. No further action was taken regarding the signal.

### **EIGHTH ORDER OF BUSINESS**

# Consideration of Resolution 2022-02, Updating Prompt Payment Policies

On a motion by Mr. Lanius, seconded by Mr. Moore, with all in favor, the Board adopted Resolution 2022-02, Updating Prompt Payment Policies for Madeira Community Development District.

### **NINTH ORDER OF BUSINESS**

### Consideration of Proposals for Pressure Washing

Ms. Gallagher reviewed two proposals from Krystal Klean for pressure washing. The first totaling \$5,567 was for the same scope that was provided for their last service and had areas itemized so the Board could review each area individually. The second proposal was for the curbing on the interior roads of Phase 1, which was being provided for informational purposes as the Board requested. The total of this proposal was \$6,850. These proposals were being presented today in order for the spring pressure washing to be completed prior to the next regular meeting. At this time the consensus was that the buildings were the only items that would require spring pressure washing.

On a motion by Mr. Barton, seconded by Mr. Lanius, with all in favor, the Board approved the pressure washing of the buildings and water meter use for a total of \$1,580 with Krystal Klean for Madeira Community Development District.

### TENTH ORDER OF BUSINESS

Consideration of Proposal for Preventative Maintenance Services on Wells

On a motion by Mr. Moore, seconded by Mr. Barton, with all in favor, the Board approved the proposal from East Coast Wells for annual preventative maintenance services on the two wells in the amount of \$610 per inspection for Madeira Community Development District.

### MADEIRA COMMUNITY DEVELOPMENT DISTRICT February 23, 2022 Minutes of Meeting Page 5

161 **ELEVENTH ORDER OF BUSINESS** 162 Consideration of Agreement with Madeira at St. Augustine 163 Master 164 Owners Association regarding Parking on CDD Owned Streets 165 166 167 Mr. Haber reviewed the agreement, which acted as a form of acknowledgement that the 168 CDD had no objection to the HOA enforcing their authority on CDD owned streets 169 should they choose to. 170 On a motion by Mr. Lanius, seconded by Mr. Barton, with all in favor, the Board approved the Agreement with Madeira at St. Augustine Master Owners Association regarding Parking on CDD Owned Streets for Madeira Community Development District. 171 172 173 TWELFTH ORDER OF BUSINESS **Audience Comments and Supervisor** 174 Requests 175 176 177 Mr. Barton commented on the holiday lighting and ongoing issues with timers. 178 179 Mr. Lanius requested a breakdown at the proposed budget meeting of year to date 180 charges to the miscellaneous contingency line of the current budget. 181 Audience members had comments regarding the sidewalks, street signs, odor of pond, 182 street sweeping, phase one repaying and a request for the Board to consider closing the 183 184 gate 24 hours a day, 7 days a week. 185 THIRTEENTH ORDER OF BUSINESS Adjournment 186 187 On a motion by Mr. Dothage, seconded by Mr. Maier, with all in favor, the Board adjourned the meeting at 3:43 p.m. for Madeira Community Development District. 188 189 190 191 192 193 194 195 196 197

### MADEIRA COMMUNITY DEVELOPMENT DISTRICT February 23, 2022 Minutes of Meeting Page 6

9 Secretary/Assistant Secretary	Chairman/Vice Chairman
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# Tab 3

### MADEIRA COMMUNITY DEVELOPMENT DISTRICT

<u>District Office - St. Augustine, Florida - (904)-436-6270</u>

<u>Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

<u>madeiracdd.org</u>

# Operation and Maintenance Expenditures January 2022 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from January 1, 2022 through January 31, 2022. This does not include expenditures previously approved by the Board.

Appro	val of Expenditures:
	Chairperson
	Vice Chairperson
	Assistant Secretary

The total items being presented: \$25,497.92

## **Madeira Community Development District**

### Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoi	ce Amount
City of St. Augustine	001938	37545-00 12/21	21 Portada Dr Irrigation 12/21	\$	1.75
City of St. Augustine	001939	37572-00 01/22	12 Pescado Dr Irrigation 01/22	\$	1.75
Comcast	2022012722-1	8495 74 310	Acct# 8495 74 310 1318970 01/22	\$	111.15
Doody Daddy, LLC	001935	1318970 12/21 2201-M	Dog Waste Station Service 01/22	\$	447.00
Envera	001940	708927	Alarm Monitoring 11/21-12/31/21	\$	16.00
Envera	001930	710131	Additional Resident Count 12/01/21-01/31/22	\$	16.00
Envera	001936	710552	Gate Access/Alarm Monitoring 01/22-02/22	\$	1,986.00
Florida Power & Light	2022012722-2	FPL Summary	FPL Summary 01/22	\$	1,568.58
Company Krishna Hotel LLC dba	001941	01/22 011722	Meeting Room Rental 02/23/22	\$	100.00
Holiday Inn Express Krystal Klean	001932	7028222	Commercial Pressure washing 10/21	\$	8,702.00

## **Madeira Community Development District**

### Paid Operation & Maintenance Expenditures

January 1, 2022 Through January 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	oice Amount
Rizzetta & Company, Inc.	001933	INV000064564	District Management Fees 01/22	\$	4,370.09
Rizzetta & Company,	001942	INV0000064833	Annual Dissemination Agent Fee FY 21/22	\$	3,000.00
Inc. Shirley Hinson	001931	SH122021	S2007A DS Prepay Overpayment	\$	38.07
The Gate Store, Inc.	001937	18772	Gate Repair 01/22	\$	233.75
Yellowstone Landscape	001934	STAUG 305066	Winter Annual Installation 12/21	\$	576.11
Yellowstone Landscape	001943	STAUG 309685	Monthly Landscape Maintenance 01/22	\$	4,329.67
Report Total				\$	25,497.92

### MADEIRA COMMUNITY DEVELOPMENT DISTRICT

<u>District Office - St. Augustine, Florida - (904)-436-6270</u>

<u>Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

<u>madeiracdd.org</u>

# Operation and Maintenance Expenditures February 2022 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from February 1, 2022 through February 28, 2022. This does not include expenditures previously approved by the Board.

Approval of Expenditures:

\_\_\_\_\_Chairperson

\_\_\_\_Vice Chairperson

The total items being presented: \$15,514.93

Assistant Secretary

## **Madeira Community Development District**

### Paid Operation & Maintenance Expenditures

February 1, 2022 Through February 28, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	ice Amount
B&B Exterminating Co.,	001947	Acct # 144897	Guardhouse & Entry Termite Inspection Renewal	\$	153.00
Inc. Charles Aquatics, Inc.	001944	Renewal 02/2022 44252	02/22 Aquatic Maintenance 01/22	\$	811.00
Charles Aquatics, Inc.	001951	44472	Aquatic Maintenance 02/22	\$	811.00
City of St. Augustine	001952	37545-00 02/22	21 Portada Dr Irrigation 02/22	\$	1.75
City of St. Augustine	001952	37572-00 02/22	12 Pescado Dr Irrigation 02/22	\$	1.75
Comcast	2022022822-1	8495 74 310	Acct# 8495 74 310 1318970 02/22	\$	111.15
Doody Daddy, LLC	001953	1318970 02/22 2202-M	Dog Waste Station Service 02/22	\$	447.00
Envera	001945	711168	Gate Access/Alarm Monitoring 01/22-02/22	\$	16.00
Envera	001954	711560	Gate Access/Alarm Monitoring 03/22	\$	1,994.00
Florida Power & Light	2022022822-2	17027-26132	71 Tesoro Terrace 01/22	\$	14.08
Company Florida Power & Light	2022022822-2	01/22 FPL Summary -	FPL Summary 01/22	\$	1,526.92
Company Kutak Rock, LLP	001948	01/22 2979420	General Legal Services 01/22	\$	643.00
Rizzetta & Company,	001946	INV0000065403	District Management Fees 02/22	\$	4,370.09
Inc. St. Johns County Tax Collector	001956	Postage 2021	Postage on Non Ad Valorem Tax Notices 2021	\$	44.52

## **Madeira Community Development District**

### Paid Operation & Maintenance Expenditures

February 1, 2022 Through February 28, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invo	oice Amount
The Gate Store, Inc.	001950	18956	Preventative Maintenance 02/22	\$	240.00
Yellowstone Landscape	001957	STAUG 320451	Monthly Landscape Maintenance 02/22	\$	4,329.67
Report Total				<u>\$</u>	15,514.93

### MADEIRA COMMUNITY DEVELOPMENT DISTRICT

<u>District Office - St. Augustine, Florida - (904)-436-6270</u>

<u>Mailing Address - 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614</u>

madeiracdd.org

# Operation and Maintenance Expenditures March 2022 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from March 1, 2022 through March 31, 2022. This does not include expenditures previously approved by the Board.

Approval of Expenditures:		
Chairperson		
Vice Chairperson		

The total items being presented: \$16,135.34

Assistant Secretary

## **Madeira Community Development District**

### Paid Operation & Maintenance Expenditures

March 1, 2022 Through March 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount	
Charles Aquatics, Inc.	001964	44682	Aquatic Maintenance 03/22	\$	811.00
Clerk of Circuit &	001969	03212022	Record Lien Notices 03/22	\$	111.00
County Court Comcast	2022031422-1	8495 74 310 1318970 03/22	Acct# 8495 74 310 1318970 03/22	\$	111.15
Disclosure Services,	001961	1	Amortization Schedule Series 2007 03/22	\$	250.00
LLC Doody Daddy, LLC	001962	2203-M	Dog Waste Station Service 03/22	\$	447.00
Envera	001960	712176	Additional Resident Count 02/01/22-03/31/22	\$	48.00
Envera	001965	712566	Gate Access/Alarm Monitoring 04/22	\$	2,018.00
Florida Power & Light	2022031422-2	17027-26132 02/22	71 Tesoro Terrace 02/22	\$	16.29
Company Florida Power & Light	2022032922-1	FPL Summary - 02/22	FPL Summary 02/22	\$	1,531.24
Company Kutak Rock, LLP	001966	3009858	General Legal Services 01/22	\$	876.54
Matthews Design	001963	186607	Engineering Services through 02/28/22	\$	471.25
Group, Inc. Rizzetta & Company,	001959	INV0000066319	District Management Fees 03/22	\$	4,370.09
Inc. The St. Augustine	001967	0003338317 02/11/21	Acct #18515 Legal Advertising 02/21	\$	125.65
Record Dept 1261 The St. Augustine Record Dept 1261	001967	0003355043 05/12/2021	Acct #18515 Legal Advertising 05/21	\$	112.19

## **Madeira Community Development District**

### Paid Operation & Maintenance Expenditures

March 1, 2022 Through March 31, 2022

Vendor Name	Check Number	Invoice Number	Invoice Description	Invoice Amount	
The St. Augustine	001967	0003368298	Acct #18515 Legal Advertising 08/21	\$	207.54
Record Dept 1261	001307	08/04/2021	Acct # 100 10 Legal Advertising 00/21	Ψ	207.54
The St. Augustine Record Dept 1261	001967	0003397777 02/02/2022	Acct #18515 Legal Advertising 02/22	\$	98.73
Thomas Lee Barton	001958	TB02322	Board of Supervisors Meeting 02/23/22	\$	200.00
Yellowstone Landscape	001968	STAUG 330801	Monthly Landscape Maintenance 03/22	\$	4,329.67
Report Total				\$	16,135.34

# Tab 4

### Madeira Community Development District

### **ANNUAL FINANCIAL REPORT**

**September 30, 2021** 

### **Madeira Community Development District**

### **ANNUAL FINANCIAL REPORT**

### **September 30, 2021**

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Certified Public Accountants PL

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#### REPORT OF INDEPENDENT AUDITORS

To the Board of Supervisors Madeira Community Development District St. Johns County, Florida

#### **Report on the Financial Statements**

We have audited the accompanying basic financial statements of Madeira Community Development District as of and for the year ended September 30, 2021, and the related notes to financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

### Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Accounting Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Fort Pierce / Stuart



To the Board of Supervisors

Madeira Community Development District

### **Opinion**

In our opinion, the basic financial statements referred to above present fairly, in all material respects, the financial position of the governmental activities, and each major fund of Madeira Community Development District as of September 30, 2021, and the respective changes in financial position and the budgetary comparison for the General Fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

#### **Other Matters**

### Required Supplementary Information

Governmental Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and budgetary comparison be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements is required by the *Governmental Accounting Standards Board* who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's response to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

### Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued a report dated March 24, 2022 on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations and contracts.

The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Madeira Community Development District's internal control over financial reporting and compliance.

Berger, Toombs, Elam, Gaines & Frank Certified Public Accountants PL

Fort Pierce, Florida

March 24, 2022

Management's discussion and analysis of Madeira Community Development District's (the "District") financial performance provides an objective and easily readable analysis of the District's financial activities. The analysis provides summary financial information for the District and should be read in conjunction with the District's financial statements.

#### **OVERVIEW OF THE FINANCIAL STATEMENTS**

The District's basic financial statements comprise three components; 1) Government-wide financial statements, 2) Fund financial statements, and 3) Notes to financial statements. The Government-wide financial statements present an overall picture of the District's financial position and results of operations. The Fund financial statements present financial information for the District's major funds. The Notes to financial statements provide additional information concerning the District's finances.

The Government-wide financial statements are the **statement of net position** and the **statement of activities**. These statements use accounting methods similar to those used by private-sector companies. Emphasis is placed on the net position of governmental activities and the change in net position. Governmental activities are primarily supported by special assessments.

The **statement of net position** presents information on all assets and liabilities of the District, with the difference between assets and liabilities reported as net position. Net position is reported in three categories; 1) net investment in capital assets, 2) restricted, and 3) unrestricted. Assets, liabilities, and net position are reported for all Governmental activities.

The **statement of activities** presents information on all revenues and expenses of the District and the change in net position. Expenses are reported by major function and program revenues relating to those functions are reported, providing the net cost of all functions provided by the District. To assist in understanding the District's operations, expenses have been reported as governmental activities. Governmental activities financed by the District include general government, physical environment and debt service.

Fund financial statements present financial information for governmental funds. These statements provide financial information for the major funds of the District. Governmental fund financial statements provide information on the current assets and liabilities of the funds, changes in current financial resources (revenues and expenditures), and current available resources.

#### **OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

Fund financial statements include a balance sheet and a statement of revenues, expenditures and changes in fund balances for all governmental funds. A statement of revenues, expenditures, and changes in fund balances – budget and actual is provided for the District's General Fund. Fund financial statements provide more detailed information about the District's activities. Individual funds are established by the District to track revenues that are restricted to certain uses or to comply with legal requirements.

The government-wide financial statements and the fund financial statements provide different pictures of the District. The government-wide financial statements provide an overall picture of the District's financial standing. These statements are comparable to private-sector companies and give a good understanding of the District's overall financial health and how the District paid for the various activities, or functions, provided by the District. All assets of the District, including capital assets are reported in the **statement of net position**. All liabilities, including principal outstanding on bonds are included. The **statement of activities** includes depreciation on all long-lived assets of the District, but transactions between the different functions of the District have been eliminated in order to avoid "doubling up" the revenues and expenses. The fund financial statements provide a picture of the major funds of the District. In the case of governmental activities, outlays for long lived assets are reported as expenditures and long-term liabilities, such as general obligation bonds, are not included in the fund financial statements. To provide a link from the fund financial statements to the government-wide financial statements, reconciliations are provided from the fund financial statements to the government-wide financial statements.

Notes to financial statements provide additional detail concerning the financial activities and financial balances of the District. Additional information about the accounting practices of the District, investments of the District, capital assets and long-term debt are some of the items included in the *notes to financial statements*.

#### **Financial Highlights**

The following are the highlights of financial activity for the year ended September 30, 2021.

- ♦ The District's total liabilities exceeded total assets by \$(6,939,790) (net position). Net investment in capital assets for the District was \$(290,387). Restricted net position was \$53,921. Unrestricted net position was \$(6,703,324).
- ♦ Governmental activities revenues totaled \$1,459,472 while governmental activities expenses totaled \$1,291,104.

#### **OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

#### **Financial Analysis of the District**

The following schedule provides a summary of the assets, liabilities and net position of the District and is presented by category for comparison purposes.

#### **Net Position**

	<b>Governmental Activities</b>					
	2021	2020				
Current assets	\$ 748,855	\$ 340,725				
Restricted assets	100,980	824,376				
Capital assets	11,440,543	11,703,727				
Total Assets	12,290,378	12,868,828				
Current liabilities Non-current liabilities Total Liabilities	6,615,168 12,615,000 19,230,168	6,681,986 13,295,000 19,976,986				
Net Position		, ,				
Net investment in capital assets	(290,387)	(613,750)				
Restricted	53,921	53,915				
Unrestricted_	(6,703,324)	(6,548,323)				
Total Net Position	\$ (6,939,790)	\$ (7,108,158)				

The increase in current assets is mainly related to the increase in amounts collected on hand for restricted investments.

The decrease in restricted assets is related to the monies on hand in cash and the reduction in special assessments and prepayments in the current year.

The decrease in total liabilities is primarily related to principal payments on matured bonds and bonds payable in the current year.

The increase in net position is the result of revenues exceeding expenses in the current year.

#### **OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

#### Financial Analysis of the District (Continued)

The following schedule provides a summary of the changes in net position of the District and is presented by category for comparison purposes.

#### **Change In Net Position**

	Governmental Activities					
	2021			2020		
Program Revenues Charges for services	\$	1,459,352	\$	2,663,858		
General Revenues Miscellaneous revenues		-		500		
Investment earnings Total Revenues		120 1,459,472		14,111 2,678,469		
Expenses		07.007		400.005		
General government Physical environment		87,937 446,868		102,285 426,651		
Interest and other charges		756,299		791,512		
Total Expenses		1,291,104		1,320,448		
Change in Net Position		168,368		1,358,021		
Net Position - Beginning of Year		(7,108,158)		(8,466,179)		
Net Position - End of Year	\$	(6,939,790)	\$	(7,108,158)		

The decrease in charges for services is mainly related to the decrease in debt service special assessments and prepayments in the current year.

The decrease in general government expenses is primarily related to the decrease in legal expenses in the current year.

The increase in physical environment is primarily related to increased landscape maintenance costs.

The decrease in interest expense is related to a prepayment of principal in the prior year.

#### **OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

#### **Capital Assets Activity**

The following schedule provides a summary of the District's capital assets as of September 30, 2021 and 2020:

	Governmenta	al Activities		
Description	2021	2020		
Capital Assets, not being depreciated				
Land and improvements	\$ 6,090,000	\$ 6,090,000		
Capital Assets, being depreciated				
Infrastructure	7,811,220	7,811,220		
Equipment	19,674	19,674_		
Total Capital Assets being depreciated	7,830,894	7,830,894		
Accumulated depreciation	(2,480,351)	(2,217,167)		
Net Capital Assets being depreciated	5,350,543	5,613,727		
Total Capital Assets (Net)	\$ 11,440,543	\$ 11,703,727		

The activity for the year consisted of \$263,184 in depreciation.

#### **General Fund Budgetary Highlights**

The final budget exceeded actual expenditures in the current year because miscellaneous contingency and reserve expenditures were less than anticipated.

There were no amendments to the General Fund budget in the current year.

#### **Debt Management**

Governmental Activities debt includes the following:

In May 2007, the District issued \$45,000,000 of Special Assessment Revenue Bonds, consisting of \$18,545,000 Series 2007A Bonds and \$26,455,000 Series 2007B Bonds. The Bonds were issued to finance the acquisition and construction of certain improvements within the District. During the year, the District failed to meet the scheduled debt service requirements and the Series 2007 Bonds remain in default. Matured bonds payable totaled \$305,000 at September 30, 2021. The unmatured balance outstanding at September 30, 2021 was \$13,100,000.

#### **OVERVIEW OF THE FINANCIAL STATEMENTS (CONTINUED)**

#### **Economic Factors and Next Year's Budget**

Madeira Community Development District does not expect any economic factors to have any significant effect on the financial position or results of operations of the District in the fiscal year ended September 30, 2022.

#### **Request for Information**

The financial report is designed to provide a general overview of Madeira Community Development District's finances for all those with an interest. Questions concerning any of the information provided in this report or requests for additional information should be addressed to the Madeira Community Development District's Accounting Department at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

#### Mareira Community Development District STATEMENT OF NET POSITION September 30, 2021

	Governmental Activities		
ASSETS			
Current Assets			
Cash	\$ 738,604		
Assessments receivable	297		
Prepaid expenses	9,129		
Deposits	825_		
Total Current Assets	748,855		
Non-Current Assets			
Restricted Assets			
Investments	100,980		
Capital Assets, Not Being Depreciated			
Land and improvements	6,090,000		
Capital Assets, Being Depreciated			
Infrastructure	7,811,220		
Equipment	19,674		
Less: accumulated depreciation	(2,480,351)		
Total Non-Current Assets	11,541,523		
Total Assets	12,290,378		
LIABILITIES			
Current Liabilities			
Accounts payable and accrued expenses	6,375		
Due to developer	3,532		
Matured bonds payable	305,000		
Matured interest payable	5,483,794		
Unearned revenues	27,316		
Bonds payable	485,000		
Accrued interest	304,151		
Total Current Liabilities	6,615,168		
Non-Current Liabilities	<u>-</u>		
Bonds payable	12,615,000		
Total Liabilities	19,230,168		
NET POSITION			
Net investment in capital assets	(290,387)		
Restricted for capital projects	53,921		
Unrestricted	(6,703,324)		
Total Net Position	\$ (6,939,790)		

See accompanying notes to financial statements.

#### Madeira Community Development District STATEMENT OF ACTIVITIES For the Year Ended September 30, 2021

Functions/Programs	Expenses	Program Revenues Charges for Services	Net (Expenses) Revenues and Change in Net Position Governmental Activities
Governmental Activities			
General government	\$ (87,937)	\$ 116,538	\$ 28,601
Physical environment	(446,868)	261,557	(185,311)
Interest and other charges	(756,299)	1,081,257	324,958
Total Governmental Activities	\$ (1,291,104)	\$ 1,459,352	168,248
	General Revenu		120
	Change in Net P	osition	168,368
	Net Position - Be	eginning of Year	(7,108,158)
	Net Position - Er	nd of Year	\$ (6,939,790)

### Madeira Community Development District BALANCE SHEET – GOVERNMENTAL FUNDS September 30, 2021

	 General	 Debt Service	Capital <sup>P</sup> rojects	Gov	Total vernmental Funds
ASSETS					
Cash	\$ 738,604	\$ -	\$ -	\$	738,604
Assessments receivable	297	-	-		297
Due from other funds	-	293,843	-		293,843
Prepaid expenses	9,129	-	-		9,129
Deposits	825	-	-		825
Restricted assets					
Investments, at fair value		 47,059	 53,921		100,980
Total Assets	\$ 748,855	\$ 340,902	\$ 53,921	\$	1,143,678
LIABILITIES AND FUND BALANCES					
LIABILITIES					
Accounts payable and accrued expenses	\$ 6,375	\$ -	\$ -	\$	6,375
Due to other funds	293,843	-	-		293,843
Due to developer	3,532	-	-		3,532
Matured bonds payable	-	305,000	-		305,000
Matured interest payable	-	5,483,794	-		5,483,794
Unearned revenue	-	 27,316	 		27,316
Total Liabilities	 303,750	 5,816,110	 		6,119,860
FUND BALANCES					
Nonspendable:					
Prepaid expenses	9,129	_	-		9,129
Deposits	825	-	-		825
Restricted:					
Capital projects	-	-	53,921		53,921
Unassigned	 435,151	 (5,475,208)	 	(	5,040,057)
Total Fund Balances	445,105	 (5,475,208)	53,921		4,976,182)
Total Liabilities and Fund Balances	\$ 748,855	\$ 340,902	\$ 53,921	\$	1,143,678

## Madeira Community Development District RECONCILIATION OF TOTAL GOVERNMENTAL FUND BALANCES TO NET POSITION OF GOVERNMENTAL ACTIVITIES September 30, 2021

**Total Governmental Fund Balances** 

\$ (4,976,182)

Amounts reported for governmental activities in the Statement of Net Position are different because:

Capital assets, land and improvements (\$6,090,000), infrastructure (\$7,811,220) and equipment (\$19,674) net of accumulated depreciation (\$(2,480,351)) used in governmental activities are not current financial resources, and therefore, are not reported at the fund level.

11,440,543

Long-term liabilities, bonds payable, are not due and payable in the current period, and therefore, are not reported at the fund level.

(13,100,000)

Accrued interest expense for long-term debt is not a current financial use, and therefore, is not reported at the fund level.

(304,151)

Net Position of Governmental Activities

\$ (6,939,790)

### Madeira Community Development District STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – GOVERNMENTAL FUNDS For the Year Ended September 30, 2021

			Debt	C	Capital	Go	Total vernmental
	(	General	Service		rojects		Funds
REVENUES							
Special assessments	\$	378,095	\$ 1,081,257	\$	-	\$	1,459,352
Investment income		28	86		6		120
Total Revenues		378,123	1,081,343		6		1,459,472
EXPENDITURES							
Current							
General government		81,841	6,096		-		87,937
Physical environment		183,684	-		-		183,684
Debt service							
Principal		-	655,000		-		655,000
Interest		-	775,110		-		775,110
Total Expenditures		265,525	1,436,206		-		1,701,731
Net Change in Fund Balance		112,598	(354,863)		6		(242,259)
Fund Balances - Beginning of Year		332,507	(5,120,345)		53,915		(4,733,923)
Fund Balances - End of Year	\$	445,105	\$ (5,475,208)	\$	53,921	\$	(4,976,182)

## Madeira Community Development District RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES

For the Year Ended September 30, 2021

Net Change in Fund Balances - Total Governmental Funds	\$ (242,259)
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlay as expenditures. However, in the Statement of Activities, the cost of those assets is allocated over their estimated useful lives as depreciation expense. This is the amount of depreciation	
in the current period.	(263,184)
Repayment of bond principal are expenditures in the governmental funds, but the repayment reduces long-term liabilities in the Statement of Net Position.	655,000
In the Statement of Activities, interest is accrued on outstanding bonds; whereas in the governmental funds, interest expenditures are reported when due. This is the change in accrued interest in the current period.	18,811
Change in Net Position of Governmental Activities	\$ 168,368

# Madeira Community Development District STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES – BUDGET AND ACTUAL – GENERAL FUND For the Year Ended September 30, 2021

	Original Budget	ı	Final Budget		Actual	Fin F	iance with al Budget Positive legative)
Revenues	 <u> </u>		<u> </u>	-	7 totaai		- Joguti Voj
Special assessments	\$ 368,174	\$	368,174	\$	378,095	\$	9,921
Investment income	· -	·	· -	·	28	·	28
Total Revenues	368,174		368,174		378,123		9,949
Expenditures							
Current							
General government	102,524		102,524		81,841		20,683
Physical environment	265,650		265,650		183,684		81,966
Total Expenditures	368,174		368,174		265,525		102,649
Net Change in Fund Balances	-		-		112,598		112,598
Fund Balances - Beginning of Year					332,507		332,507
Fund Balances - End of Year	\$ 	\$		\$	445,105	\$	445,105

See accompanying notes to financial statements.

#### NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of the District have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. The District's more significant accounting policies are described below.

#### 1. Reporting Entity

The District was established on June 6, 2006, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended (the "Act"), as a Community Development District. The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for community development within its jurisdiction. The District is authorized to issue bonds for the purpose, among others, of financing, funding, planning, establishing, acquiring, constructing district roads, landscaping, and other basic infrastructure projects within or outside the boundaries of the Madeira Community Development District. The District is governed by a five member Board of Supervisors who are elected on an at large basis by landowners of the District. The District operates within the criteria established by Chapter 190, Florida Statutes.

As required by GAAP, these financial statements present the Madeira Community Development District (the primary government) as a stand-alone government. The reporting entity for the District includes all functions of government in which the District's Board exercises oversight responsibility including, but not limited to, financial interdependency, selection of governing authority, designation of management, significant ability to influence operations and accountability for fiscal matters.

Based upon the application of the above-mentioned criteria as set forth by the Governmental Accounting Standards Board, the District has identified no component units.

#### 2. Measurement Focus and Basis of Accounting

The basic financial statements of the District are composed of the following:

- Government-wide financial statements
- Fund financial statements
- Notes to financial statements

#### NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### 2. Measurement Focus and Basis of Accounting (Continued)

#### a. Government-wide Financial Statements

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Government-wide financial statements report all non-fiduciary information about the reporting government as a whole. These statements include all the governmental activities of the primary government. The effect of interfund activity has been removed from these statements.

Governmental activities are supported by special assessments and interest. Program revenues are netted with program expenses in the statement of activities to present the net cost of each program.

Amounts paid to acquire capital assets are capitalized as assets, rather than reported as an expenditure. Proceeds of long-term debt are recorded as liabilities in the government-wide financial statements, rather than as an other financing source.

Amounts paid to reduce long-term indebtedness of the reporting government are reported as a reduction of the related liability, rather than as an expenditure.

#### b. Fund Financial Statements

The underlying accounting system of the District is organized and operated on the basis of separate funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund equity, revenues and expenditures or expenses, as appropriate. Governmental resources are allocated to and accounted for in individual funds based upon the purposes for which they are to be spent and the means by which spending activities are controlled.

Fund financial statements for the primary government's governmental funds are presented after the government-wide financial statements. These statements display information about major funds individually.

#### NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### 2. Measurement Focus and Basis of Accounting (Continued)

#### b. Fund Financial Statements (Continued)

#### **Governmental Funds**

The District classifies fund balance according to Governmental Accounting Standards Board Statement 54 – Fund Balance Reporting and Governmental Fund Type Definitions. The Statement requires the fund balance for governmental funds to be reported in classifications that comprise a hierarchy based primarily on the extent to which the government is bound to honor constraints on the specific purposes for which amounts in those funds can be spent.

The District has various policies governing the fund balance classifications.

Nonspendable Fund Balance – This classification consists of amounts that cannot be spent because they are either not in spendable form or are legally or contractually required to be maintained intact.

Restricted Fund Balance – This classification includes amounts that can be spent only for specific purposes stipulated by constitution, external resource providers, or through enabling legislation.

Assigned Fund Balance – This classification consists of the Board of Supervisors' intent to be used for specific purposes, but are neither restricted nor committed. The assigned fund balances can also be assigned by the District's management company.

Unassigned Fund Balance – This classification is the residual classification for the government's general fund and includes all spendable amounts not contained in the other classifications. Unassigned fund balance is considered to be utilized first when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications could be used.

Fund Balance Spending Hierarchy – For all governmental funds except special revenue funds, when restricted, committed, assigned, and unassigned fund balances are combined in a fund, qualified expenditures are paid first from restricted or committed fund balance, as appropriate, then assigned and finally unassigned fund balances.

#### NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### 2. Measurement Focus and Basis of Accounting (Continued)

#### b. Fund Financial Statements (Continued)

#### **Governmental Funds (Continued)**

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are considered to be available when they are collected within the current period or soon thereafter to pay liabilities of the current period. For this purpose, the District considers revenues to be available if they are collected within 60 days of the end of the current fiscal period.

Expenditures generally are recorded when a liability is incurred, as under accrual accounting. Interest associated with the current fiscal period is considered to be an accrual item and so has been recognized as revenue of the current fiscal period.

Under the current financial resources measurement focus, only current assets and current liabilities are generally included on the balance sheet. The reported fund balance is considered to be a measure of "available spendable resources".

Governmental fund operating statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in net current assets. Accordingly, they are said to present a summary of sources and uses of "available spendable resources" during a period.

Because of their spending measurement focus, expenditure recognition for governmental fund types excludes amounts represented by non-current liabilities. Since they do not affect net current assets, such long-term amounts are not recognized as governmental fund type expenditures or fund liabilities.

Amounts expended to acquire capital assets are recorded as expenditures in the year that resources are expended, rather than as fund assets. The proceeds of long-term debt are recorded as an other financing source rather than as a fund liability.

Debt service expenditures are recorded only when payment is due.

#### 3. Basis of Presentation

#### a. Governmental Major Funds

<u>General Fund</u> – The General Fund is the District's primary operating fund. It accounts for all financial resources of the general government, except those required to be accounted for in another fund.

#### NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### 3. Basis of Presentation (Continued)

#### a. Governmental Major Funds (Continued)

<u>Debt Service Funds</u> – Accounts for the accumulation of resources for the annual payment of principal and interest on long-term general obligation debt.

<u>Capital Projects Funds</u> – The Capital Projects Funds account for the construction of infrastructure improvements within the boundaries of the District.

#### b. Non-current Governmental Assets/Liabilities

GASB Statement 34 requires that non-current governmental assets, such as land and improvements, and non-current governmental liabilities, such as general obligation bonds and due to developer be reported in the governmental activities column in the government-wide Statement of Net Position.

#### 4. Assets, Liabilities, and Net Position or Equity

#### a. Cash and Investments

Florida Statutes require state and local governmental units to deposit monies with financial institutions classified as "Qualified Public Depositories," a multiple financial institution pool whereby groups of securities pledged by the various financial institutions provide common collateral from their deposits of public funds. This pool is provided as additional insurance to the federal depository insurance and allows for additional assessments against the member institutions, providing full insurance for public deposits.

The District is authorized to invest in those financial instruments as established by Section 218.415. Florida Statutes. The authorized investments consist of:

- 1. Direct obligations of the United States Treasury;
- 2. The Local Government Surplus Funds Trust or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperative Act of 1969;
- 3. Interest-bearing time deposits or savings accounts in authorized qualified public depositories;
- 4. Securities and Exchange Commission, registered money market funds with the highest credit quality rating from a nationally recognized rating agency.

#### NOTE A – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

#### 4. Assets, Liabilities, and Net Position or Equity (Continued)

#### b. Restricted Net Position

Certain net position of the District is classified as restricted on the Statement of Net Position because their use is limited either by law through constitutional provisions or enabling legislation; or by restrictions imposed externally by creditors. In a fund with both restricted and unrestricted net position, qualified expenses are considered to be paid first from restricted net position and then from unrestricted net position.

#### c. Capital Assets

Capital assets, which include land and improvements, infrastructure and equipment are reported in the governmental activities column.

The District defines capital assets as assets with an initial, individual cost of \$5,000 or more and an estimated useful life in excess of two years. The valuation basis for all assets is historical cost.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend its useful life are not capitalized.

Major outlays for capital assets and improvements are capitalized as projects are constructed.

Depreciation of capital assets is computed and recorded by utilizing the straight-line method. Estimated useful lives of the various classes of depreciable capital assets are as follows:

Infrastructure 30 years Equipment 7 years

#### d. Budgets

Budgets are prepared and adopted after a public hearing for the governmental funds, pursuant to Chapter 190, Florida Statutes. The District utilizes the same basis of accounting for budgets as it does for revenues and expenditures in its various funds. The legal level of budgetary control is at the fund level. All budgeted appropriations lapse at year end. Formal budgets are adopted for the general and debt service funds. As a result, deficits in the budget columns of the accompanying financial statements may occur.

#### **NOTE B - CASH AND INVESTMENTS**

All deposits are held in qualified public depositories and are included on the accompanying balance sheet as cash and investments.

#### Custodial Credit Risk - Deposits

Custodial credit risk is the risk that in the event of a bank failure, the District's deposits may not be returned to it. The District does not have a formal deposit policy for custodial credit risk; however, they follow the provisions of Chapter 280, Florida Statutes regarding deposits and investments. As of September 30, 2021, the District's bank balance was \$753,889 and the carrying value was \$738,604. Exposure to custodial credit risk was as follows. The District maintains all deposits in a qualified public depository in accordance with the provisions of Chapter 280, Florida Statutes, which means that all deposits are fully insured by Federal Depositors Insurance or collateralized under Chapter 280, Florida Statutes.

As of September 30, 2021, the District had the following investments and maturities:

Investment	Maturities	Fa	air Value
Fidelity Government Portfolio	N/A	\$	100,980

The District categorizes its fair value measurements within the fair value hierarchy recently established by generally accepted accounting principles. The fair value is the price that would be received to sell an asset, or paid to transfer a liability, in an orderly transaction between market participants at the measurement date. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. The District uses a market approach in measuring fair value that uses prices and other relevant information generated by market transactions involving identical or similar assets, liabilities, or groups of assets and liabilities.

Assets or liabilities are classified into one of three levels. Level 1 is the most reliable and is based on quoted price for identical assets, or liabilities, in an active market. Level 2 uses significant other observable inputs when obtaining quoted prices for identical or similar assets, or liabilities, in markets that are not active. Level 3 is the least reliable and uses significant unobservable inputs that use the best information available under the circumstances, which includes the District's own data in measuring unobservable inputs.

Based on the criteria in the preceding paragraph, the investments listed above are a level one asset.

#### **Interest Rate Risk**

The District does not have a formal investment policy that limits investment maturities as a means of managing its exposure to fair value losses arising from increasing interest rates.

#### NOTE B - CASH AND INVESTMENTS (CONTINUED)

#### Credit Risk

The District's investments are limited by state statutory requirements and bond compliance. The District has no investment policy that would further limit its investment choices. As of September 30, 2021, the District's investments in Fidelity Government Portfolio were rated AAAm.

#### Concentration of Credit Risk

The District places no limit on the amount it may invest in any one fund. The District's investment in the Fidelity Government Portfolio represent 100% of total investments.

The types of deposits and investments and their level of risk exposure as of September 30, 2021 were typical of these items during the fiscal year then ended. The District considers any decline in fair value to be temporary.

#### NOTE C - SPECIAL ASSESSMENT REVENUES

Assessment revenues recognized for the 2020-2021 fiscal year were levied in October 2020. All taxes are due and payable on November 1 or as soon as the assessment roll is certified and delivered to the Tax Collector. Per Section 197.162, Florida Statutes, discounts are allowed for early payment at the rate of 4% in November, 3% in December, 2% in January, and 1% in February. Taxes paid in March are without discount.

All unpaid taxes become delinquent as of April 1. Virtually all unpaid taxes are collected via the sale of tax certificates on or prior to June 1; therefore, there were no material taxes receivable at fiscal year end.

#### **NOTE D - CAPITAL ASSETS**

Capital Asset activity for the year ended September 30, 2021 was as follows:

	Balance October 1, 2020	Additions	Deletions	Balance September 30, 2021
Governmental activities: Capital assets, not being depreciated: Land and land improvements	\$ 6,090,000	\$ -	\$ -	\$ 6,090,000
Capital assets, being depreciated: Infrastructure Equipment Total Capital Assets, Being Depreciated	7,811,220	-	-	7,811,220
	19,674	-	-	19,674
	7,830,894	-	-	7,830,894
Less accumulated depreciation for: Infrastructure Equipment Total Accumulated Depreciation Total Capital Assets Depreciated, Net Governmental Activities Capital Assets	(2,213,186)	(260,374)	-	(2,473,560)
	(3,981)	(2,810)	-	(6,791)
	(2,217,167)	(263,184)	-	(2,480,351)
	5,613,727	(263,184)	-	5,350,543
	\$ 11,703,727	\$ (263,184)	\$ -	\$ 11,440,543

Current year depreciation of \$263,184 was charged to physical environment.

#### NOTE E - LONG-TERM DEBT

The following is a summary of activity for long-term debt of the Governmental Activities for the year ended September 30, 2021:

Long-term debt at October 1, 2020	\$ 13,755,000
Principal payments	 (655,000)
Long-term debt at September 30, 2021	\$ 13,100,000

Long-term debt for Governmental Activities is comprised of the following:

#### **Special Assessment Revenue Bonds**

\$18,545,000 Series 2007A Special Assessment Revenue Bonds are due in annual principal installments beginning May 2010 maturing May 2039. Interest at 5.45% is due May and November beginning November 2007. Current portion is \$485,000.

\$ 13,100,000

#### NOTE E - LONG-TERM DEBT (CONTINUED)

The District issued \$26,455,000 Series 2007B Bonds at 5.25% interest. In a prior year, the District refined the project, deemed it complete, and used the funds in the construction account to pay down the bonds. The remaining Bonds matured on November 1, 2014, but the balance outstanding was not paid. The balance outstanding, \$305,000 is included as matured bonds payable in the accompanying financial statements.

The annual requirements to amortize the principal and interest of bonded debt outstanding as of September 30, 2021 are as follows:

Year Ending September 30,	Principal	Interest	 Total
2022	\$ 485,000	\$ 719,264	\$ 1,204,264
2023	510,000	687,518	1,197,518
2024	540,000	659,723	1,199,723
2025	570,000	630,293	1,200,293
2026	600,000	599,228	1,199,228
2027-2031	3,555,000	2,466,398	6,021,398
2032-2036	4,670,000	1,382,938	6,052,938
2037-2039	2,170,000	 176,851	 2,346,851
Totals	\$ 13,100,000	\$ 7,322,213	\$ 20,422,213

Following the initial nonpayment by the Developer in fiscal year 2010, a single investor (the "Sole Bondholder") acquired control of all outstanding Special Assessment Revenue Bonds issued by the District. The Sole Bondholder has demonstrated a cooperative approach to resolving the various issues concerning the matured bonds and related nonpayment by the Developer. No formal agreement has been executed between the parties. However, in lieu of directing the District to pursue typical legal remedies, the Sole Bondholder has continued to forbear and accept payments made by the District as available from the proceeds of Developer-owned lots that are sold to third-party purchasers in the ordinary course of business and from other debt service assessments that are collected by the District.

At September 30, 2021, the amount receivable from the Developer for delinquent assessments totaled \$2,282,090, of which \$2,132,049 related to the Debt Service Fund for each fiscal year since 2010 and \$150,041 related to the General Fund for fiscal years ended 2010 and 2011. Due to uncertainty, as to the timing of collection of the remaining balance, an allowance of \$2,282,090 has been established to offset the receivable. As a result, the amount is not recorded as revenue in the financial statements. Furthermore, no debt service assessment was billed on certain lots owned by the Developer for fiscal years 2012-2021. However, debt assessments on such lots remain outstanding and are subject to collection.

#### NOTE E - LONG-TERM DEBT (CONTINUED)

Summary of Significant Bond Resolution Terms and Covenants

#### **Special Assessment Revenue Bonds**

#### Significant Bond Provisions

The Series 2007A Bonds are subject to redemption at the option of the District prior to their maturity, in whole or in part, at any time after May 1, 2017 at a redemption price set forth in the Trust Indenture. The Series 2007B Bonds are not subject to optional redemption prior to maturity. The Series 2007A and Series 2007B Bonds are subject to extraordinary mandatory redemption prior to maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Trust Indenture.

The Trust Indenture established certain amounts be maintained in a reserve account. In addition, the Trust Indenture has certain restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District is not in compliance with certain requirements of the Bond Indenture due to Developer nonpayment of assessment revenue.

Total principal and interest remaining on the Series 2007 Bonds, as of September 30, 2021 is \$26,211,007 which includes \$5,788,794 of matured principal and interest payable. In the current year, the District paid a portion of outstanding matured principal and interest on the Series 2007 Bonds for a total of \$1,303,003.

The following is a schedule of required reserve deposits as of September 30, 2021:

#### **Special Assessment Revenue Bonds**

	Res	serve	Reserve Requirement		
	Bal	ance			
Series 2007A	\$	-	\$	886,724	
Series 2007B	\$	-	\$	15,749	

#### NOTE F - ECONOMIC DEPENDENCY AND RELATED PARTIES

At September 30, 2021, the Developer owned or controlled a large portion of the assessable property located within District boundaries. A substantial portion of the District's activity is dependent upon the continued involvement of the developers. As indicated in the financial statements, the nonpayment of debt service assessments by the Developer in the prior and current fiscal years has resulted in the deterioration of the financial condition of the District's Debt Service Fund.

As the Developer owns a portion of land within the District, assessment revenue includes assessments levied on those properties. The District's activity remains dependent upon the continued involvement of the developers, the loss of which could have a materially adverse effect on the District. Four members of the Board of Supervisors are employed by the Developer or its affiliates at September 30, 2021.

#### **NOTE G - RISK MANAGEMENT**

The District is exposed to various risks of loss related to torts; theft of, damage to and destruction of assets; errors and omissions; and natural disasters for which the government carries commercial insurance. The District's filed claims during the last three years did not exceed commercial coverage.

Certified Public Accountants PL

600 Citrus Avenue Suite 200 Fort Pierce, Florida 34950

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### INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors Madeira Community Development District St. Johns County, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Madeira Community Development District, as of and for the year ended September 30, 2021, and the related notes to the financial statements, and have issued our report thereon dated March 24, 2022.

#### **Internal Control Over Financial Reporting**

In planning and performing our audit, we considered Madeira Community Development District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Madeira Community Development District's internal control. Accordingly, we do not express an opinion on the effectiveness of Madeira Community Development District's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.



Board of Supervisors Madeira Community Development District

#### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Madeira Community Development District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

We noted certain other matters that we reported to the District, in a separate letter dated March 24, 2022. (See pages 30-33)

#### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Berger, Toombs, Elam, Gaines & Frank Certified Public Accountants PL

Fort Pierce, Florida

March 24, 2022

Certified Public Accountants PL

600 Citrus Avenue Suite 200 Fort Pierce, Florida 34950

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#### **MANAGEMENT LETTER**

To the Board of Supervisors Madeira Community Development District St. Johns County, Florida

#### **Report on the Financial Statements**

We have audited the financial statements of the Madeira Community Development District as of and for the year ended September 30, 2021, and have issued our report thereon dated March 24, 2022.

#### Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

#### **Other Reporting Requirements**

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and our Independent Auditor's Report on an examination conducted in accordance with *AICPA Professionals Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 24, 2022, should be considered in conjunction with this management letter.

#### **Prior Audit Findings**

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding financial audit report. The following findings or recommendations were made in the preceding audit.

To the Board of Supervisors Madeira Community Development District

#### **Finding 16-01**

Finding – The District has not made scheduled debt service payments on the Special Assessment Revenue Bonds Series 2007 since 2010 and has met one of the financial emergency conditions in Section 218.503(1)(a), Florida Statutes.

Recommendation – We recommend that the District utilize all remedies available to bring debt service payments current.

Management Response – The District will resume collection efforts to meet past and current debt service obligations when directed by the bondholder.

Current Status – The scheduled debt service payments were not made on time in the current year; however, the District has reduced the past due balances and the District no longer meets a financial emergency condition outlined in Section 218.503(1).

#### Finding 16-02

Finding – The required reserve balance was not met.

Recommendation – We recommend that the District use all available remedies to restore the reserve account to the required balance.

Management Response – The reserve account was utilized in a prior year to make debt service payments. The District is unaware when the Trustee plans to restore the reserve balance to the required amount.

Current Status – The reserve balance was zero at September 30, 2021.



To the Board of Supervisors Madeira Community Development District

#### **Financial Condition and Management**

Section 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not Madeira Community Development District has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that Madeira Community Development District did not meet any of the conditions described in Section 218.503(1) Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.c. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for Madeira Community Development District. It is management's responsibility to monitor the Madeira Community Development District's financial condition; our financial condition assessment was based in part on the representations made by management and the review of the financial information provided by the same as of September 30, 2021.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we did not have any such recommendations.

#### **Specific Information**

The information provided below was provided by management and has not been audited; therefore, we do not express an opinion or provide any assurance on the information.

As required by Section 218.39(3)(c) and Section 218.32 (1) (c), Florida Statutes, and Section 10.554(1)(i)6, Rules of the Auditor General, the Madeira Community Development District reported:

- 1) The total number of district employees compensated in the last pay period of the District's fiscal year: N/A
- 2) The total number of independent contractors to whom nonemployee compensation, defined as individuals or entities that receive 1099s, was paid in the last month of the District's fiscal year: 3
- 3) All compensation earned by or awarded to employees, whether paid or accrued, regardless of contingency: N/A
- 4) All compensation earned by or awarded to nonemployee independent contractors, defined as entities or individuals that receive 1099s, whether paid or accrued, regardless of contingency: \$18,624
- 5) Each construction project with a total cost of at least \$65,000 approved by the District that is scheduled to begin on or after October 1, 2020, together with the total expenditures for such project: The District had no construction projects during the year.
- 6) A budget variance based on the budget adopted under Section 189.016(4), Florida Statutes, before the beginning of the fiscal year being reported if the District amends a final adopted budget under Section 189.016(6), Florida Statutes: The FY 2021 budget was not amended.



To the Board of Supervisors

Madeira Community Development District

As required by Section 218.39(3)(c) and Section 218.32 (1) (c), Florida Statutes, and Section 10.554(1)(i)8, Rules of the Auditor General, the Madeira Community Development District reported:

- 7) The rate or rates of non-ad valorem special assessments imposed by the District: General Fund \$319.79 \$543.64 and Debt Service \$1,465.32 \$2,082,.98.
- 8) The amount of special assessments collected by or on behalf of the District: \$410,086
- 9) The total amount of outstanding bonds issued by the District and the terms of such bonds: \$13,100,000 bonds outstanding, maturing in May, 2039.

#### **Additional Matters**

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but warrants the attention of those charged with governance. In connection with our audit, we did not note any such findings.

#### **Purpose of this Letter**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, the Board of Supervisors, and applicable management, and is not intended to be and should not be used by anyone other than these specified parties.

Berger, Toombs, Elam, Gaines & Frank

Certified Public Accountants PL

Derger Joonson Glam Dained + Frank

Fort Pierce, Florida

March 24, 2022



Certified Public Accountants PL

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### INDEPENDENT ACCOUNTANTS' REPORT/COMPLIANCE WITH SECTION 218.415, FLORIDA STATUTES

To the Board of Supervisors Madeira Community Development District St. Johns County, Florida

We have examined Madeira Community Development District's compliance with Section 218.415, Florida Statutes during the year ended September 30, 2021. Management is responsible for Madeira Community Development District's compliance with those requirements. Our responsibility is to express an opinion on Madeira Community Development District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and, accordingly, included examining, on a test basis, evidence about Madeira Community Development District's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our examination provides a reasonable basis for our opinion. Our examination does not provide a legal determination on Madeira Community Development District's compliance with the specified requirements.

In our opinion, Madeira Community Development District complied, in all material respects, with the aforementioned requirements during the year ended September 30, 2021.

Berger, Toombs, Elam, Gaines & Frank Certified Public Accountants PL

Certified Fublic Accountants

Fort Pierce. Florida

March 24, 2022

### Tab 5



#### Landscape Report – Madeira CDD May 2022

General Maintenance – We are continuing the weekly service visits throughout the property, mowing, shrub trimming, etc. With the weather warming up we are doing our best to keep up with the weed pressure in planting beds and turf areas. We have recently addressed lifting of the Oak canopies along Maralinda Drive.

Fert/Chem – Our Fert/Chem Supt has made applications of non-selective herbicide in planting beds, granular fertilizer (25-0-10), on the turf. We also have made a selective weed control application in early May. We have made numerous insecticide applications for ant activity and will continue monitoring. We will be applying a shrub fertilizer in early June.

Special Projects – Our Irrigation Supt has completed the repairs discovered during our previous monthly inspections and will continue reporting any issues as discovered. We completed the Spring Annual flower replacement in mid-March, and have the next rotation scheduled for mid-June. There are a couple of landscape projects I have submitted proposals for that are pending.

#### Thanks,

Drew Baltz / Senior Account Manager

Best Management Practices Certified

□ellowstone Landscape

### Tab 6



April 27, 2022

Madeira CDD

Attn: Lesley Gallagher, District Manager c/o Rizzetta & Company, Inc. 3434 Colwell Ave., Suite 130 Tampa, FL 33614

Dear Ms. Gallagher:

In response to your request regarding Section 190.006(3)(a)(2)(d), Florida Statutes, the following information is applicable for:

Madeira CDD

509 registered voters in St. Johns County

This number is based on the streets within the legal description on file with this office as of April 15, 2022.

Please contact us if we may be of further assistance.

Sincerely,

Vicky/C. Oakes

Supervisor of Elections

VO/ew

# Tab 7







Landscape Maintenance Services Proposal prepared for

# MADEIRA AT ST AUGUSTINE CDD 2022 ADDENDUM

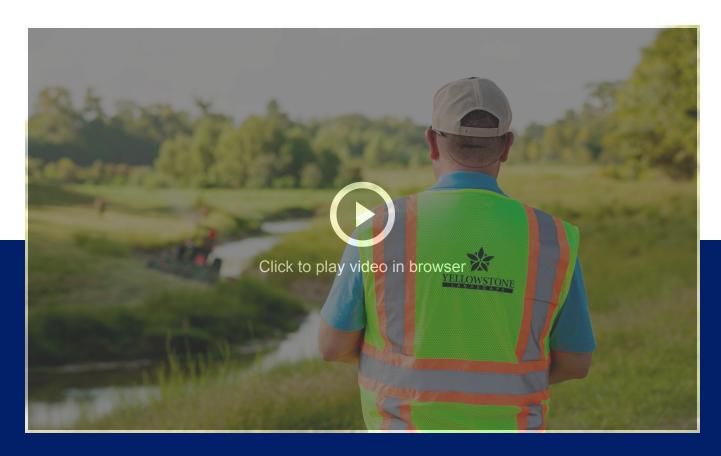


Lesley Gallagher District Manager Rizzetta & Company

Maralinda Dr, St Augustine

### ABOUT YELLOWSTONE LANDSCAPE

Your property's appearance means a lot. It has the power to delight visitors, tenants, residents, customers, and more. Your choice of landscape service partner can mean reduced liability, better profits, and lasting impressions. There's a lot on the line. This is serious business. You have people to answer to and it's our job to make you and your property look its absolute best. We're in this together.



To look your best, it takes a strong team of commercial landscaping experts. Since 2008, our company has grown because of our team's commitment to excellence. Thousands of companies and organizations across the country have trusted us. We don't take that lightly. They deserve the best and so do you. We wouldn't offer anything less.

Your choice in the best commercial landscaping company could be the difference between a property that reflects excellence or one that falls short of your expectations and needs. When you're investing in professional services, you deserve to get the best. By making the wise choice, that's exactly what you can count on.



You will be hard-pressed to find a better landscape maintenance company than Yellowstone Landscape. Being a relatively new community, we were in need of a reliable, trusting, "one-stop shop" company that could handle our turf, flower beds, trees, and irrigation maintenance needs; and we found that in Yellowstone.

Mike Vaccaro President/Secretary Clover Creek Community





#### **MOWING**

- Schedule of mowing is determined by the type of turf being serviced and adjusted to coincide with seasonal growth rates to maintain a consistent, healthy appearance.
- Scheduled cuts missed due to inclement weather will be made up as soon as possible.
- Mower blades will be kept sharp at all times to prevent tearing of grass leafs.
- Turf growth regulators may be used to assist in maintaining a consistent and healthy appearance of the turf.
- Various mowing patterns will be employed to ensure the even distribution of clippings and to
  prevent ruts in the turf caused by mowers. Grass clippings will be left on the lawn to restore
  nutrients, unless excess clippings create an unsightly appearance.
- Turf will be cut to a desirable height with no more than 1/3 of the leaf blade removed during each mowing to enhance health and vigor.

#### **EDGING & TRIMMING**

- Yellowstone Landscape will neatly edge and trim around all plant beds, curbs, streets, trees, buildings, etc. to maintain shape and configuration.
- Edging equipment will be equipped with manufacturer's guards to deflect hazardous debris. All walks will be blown after edging to maintain a clean, well-groomed appearance.
- All grass runners will be removed after edging to keep mulch areas free of weeds and encroaching grass. "Hard" edging, "soft" edging and string trimming will be performed in conjunction with turf mowing operations.
- Areas mutually agreed to be inaccessible to mowing machinery will be maintained with string trimmers or chemical means, as environmental conditions permit.







#### **DEBRIS REMOVAL**

- Prior to mowing, each area will be patrolled for trash and other debris to reduce the risk of object propulsion and scattering, excluding areas concentrated with trash (e.g., dumpster zones, dock areas, and construction sites).
- Landscape debris generated on the property during landscape maintenance is the sole responsibility of Yellowstone Landscape, and will be removed no additional expense to the Client.

#### **FERTILIZER**

- Turf grass will be fertilized as appropriate in accordance with type using a premium turf fertilizer containing minor elements.
- Various ratios of Nitrogen, Phosphorus, and Potassium (NPK) will be utilized for different
  growing seasons and environmental conditions. All sidewalks, roads, curbs, and patios will
  be swept clean of granular fertilizer after applications to minimize staining.

#### INSECT, DISEASE, & WEED CONTROL

- Treatment of turf areas for damaging insect infestation or disease and weed control will be the responsibility of Yellowstone Landscape.
- All products will be applied as directed by the manufacturer's instructions and in accordance with all state and federal regulations.
- Yellowstone Landscape must possess and maintain an active certified Pest Control License issued through the local governing department responsible for issuing such licenses. Only trained applicators will apply agricultural chemicals.
- Access to a water source on the Client's property must be provided for use in spray applications.



#### **SHRUBS**

- All pruning and thinning will be performed to retain the intended shape and function of plant
  material using proper horticultural techniques. Shrubs will be trimmed with a slight inward
  slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
- Plant growth regulators may be used to provide consistent and healthy appearance for certain varieties of plant material and ground covers.
- Clippings are to be removed by Yellowstone Landscape following pruning.

#### TREE MAINTENANCE

- Trees will be cleared of sprouts from trunk. "Lifting" of limbs up to 10 feet above the ground is included.
- Palm Trees will have only brown or broken fronds removed at time of pruning.
- Yellowstone Landscape will maintain staking and guying of new trees. Re-staking of trees due to extreme weather is provided as a separate, billable service.

#### **FERTILIZATION**

- Shrubs and ground cover will be fertilized with a recommended analysis containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- Ornamental and Shade Trees will be fertilized utilizing a balanced tree fertilizer at recommended rates according to size.
- Palm Trees will be fertilized utilizing a balanced palm tree fertilizer at recommended rates according to size.

#### INSECT, DISEASE, & WEED CONTROL

- Plants will be treated chemically as needed to effectively control insect infestation and
  disease as environmental and horticultural conditions permit. In extraordinary cases where
  disease or pests resist standard chemical treatments, Yellowstone Landscape will offer
  suggestions regarding the best course of action.
- Open ground in plant beds will be treated by manual or chemical means to control weed pressure as environmental, horticultural, and weather conditions permit.
- Yellowstone Landscape will maintain a log listing all applications and will have MSDS sheets available for each product used on the Client's property.
- The Client must provide access to a suitable water source on their property for use by Yellowstone Landscape in spray applications





#### **EDGING & TRIMMING**

- Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
- "Weedeating" type edging will not be used around trees.

#### IRRIGATION SYSTEM SPECIFICATIONS

- Irrigation inspections include inspection of sprinkler heads, timer mechanism, and each zone. In addition, the system will be inspected visually for hot spots and line breaks with each additional visit to the property.
- Irrigation rotors and spray nozzles will be kept free of grass and other plant material to ensure proper performance.
- Minor nozzle adjustments and cleaning and timer adjustments will be performed with no additional charge.
- Yellowstone Landscape will promptly inform the client of any system malfunction or deficiencies.
- Repairs for items such as head replacement, broken lines, pumps or timers will be performed upon the client's approval and billed accordingly.
- Any damage caused by Yellowstone Landscape personnel shall be repaired promptly at no cost to the Client.

#### **ANNUAL FLOWERS**

- Annual flower beds will be serviced to remove flowers that are fading or dead ("deadheading") to prolong blooming time and to improve the general appearance of the plant.
- All soils are to be roto-tilled after removing and prior to installing new flowers.
- "Flower Saver Plus®" (or comparable product)
  containing beneficial soil micro-organisms and rich
  organic soil nutrients, will be incorporated in the
  annual flower planting soil at the time of each flower
  change.
- Supplemental top-dressing with a controlledrelease fertilizer and/or soluble liquid fertilizer will be applied to enhance flowering and plant vigor.



- Yellowstone Landscape will provide extra services, special services and/or landscape enhancements over and above the specifications of landscape maintenance agreement at an additional charge with written approval from an authorized management representative of the Client.
- Property inspections will be conducted regularly by an authorized Yellowstone Landscape representative. Yellowstone Landscape will document and correct any landscape maintenance deficiencies identified within one week, or provide a status update for work requiring a longer period to accomplish.
- Yellowstone Landscape will provide the Client with a contact list for use in case of emergencies and will have personnel on call after regular business hours to respond accordingly.









Yellowstone Landscape is committed to providing a safe, healthy environment free from recognized hazards for all of our employees, clients, vendors and other visitors. We recognize that safety must start at the top and must involve **ALL** of our employees, whether on company property, on the road, or on the job site. This is the only way to help prevent accidents that can result in painful injuries, permanent disabilities or even death.

As part of our commitment to safety excellence, Yellowstone Landscape has implemented a comprehensive safety program. We regularly discuss safety issues with our employees, provide safety awareness training, and conduct hazard audits of our own operations. Our Executive Vice President leads an active Safety Team that develops safety responsibilities, safety rules and procedures that must be followed. Adherence to these rules is an absolute requirement of employment at Yellowstone Landscape.

Our company promptly and thoroughly investigates all accidents, on-the-job injuries or illnesses, and "near-miss" to their supervisor as soon as possible. We also require a prompt reporting of hazards and potential hazards and encourage employees to share their safety suggestions and concerns with us in order to ensure a safe workplace for everyone.

#### Safety – It's Everyone's Responsibility

Yellowstone Landscape understands that safety is everyone's responsibility. That's why **ALL** employees are involved in the safety program, including: Leadership Team, Field Management, Crew Leaders and Administrative Employees.

#### Leadership Team

Management's most important safety responsibility is to lead by example and set the tone for a safe working environment throughout our company. Management's responsibilities also include:

- Making a full commitment to safety that starts at the top.
- Communicating our company's commitment to safety in a way that encourages all to share this commitment.
- Establishing safety policies and procedures and ensuring that they are implemented.
- Ensuring that all company safety rules are strictly enforced.
- Provide support for our safety program.
- Ensuring that supervisors are properly trained and held accountable for their safety responsibilities.
- Ensuring that all employees are trained in a language and manner that they understand.
- Complying with OSHA and other regulatory requirements.
- Encouraging all employees to "think safety" at all times and apply it daily to their own individual positions.
- Taking prompt corrective action on hazards and potential hazards and empowering others to take action.
- Initiating prompt accident investigation, documentation and follow-up, including follow-up on "near miss" incidents.





- Regularly reviewing all accidents, on-the-job injuries or illnesses, and near miss incidents with supervisors and other employees.
- Regularly evaluating the effectiveness of our safety program and making changes when needed.
- Promoting our company as a safe company to customers and the public.

#### Field Management

Our supervisors are a critical link between management and our non-supervisory employees. Our supervisors' safety responsibilities include:

- Supporting and communicating our company's commitment to safety.
- Reviewing and understanding company safety policies and procedures.
- Enforcing all safety rules in a fair, consistent manner.
- Providing appropriate safety training to employees in a language that they understand *before* they begin their duties.
- Ensuring that employees are properly trained and certified before operating vehicles or equipment
- Documenting (in writing) attendance at all safety meetings.
- Regularly inspecting vehicles, equipment and job sites to identify potential unsafe conditions and work practices.
- Ensuring that workers use appropriate Personal Protective Equipment (PPE) as required.
- Promptly investigating and recording all accidents, on-the-job injuries or illnesses, near misses, and reports of hazards.
- Ensuring that all injuries receive prompt and appropriate medical attention.
- Documenting (in writing) all disciplinary actions taken against employees who violate safety rules.
- Ensuring that tools, equipment, vehicles, facilities and job-site work areas are safely secured during non-use periods.

#### **Crew Leaders**

Our crew leaders are responsible for ensuring that their crews operate safely by:

- Understanding company safety policies and procedures.
- Regularly inspecting vehicles, equipment and job sites to identify potential unsafe conditions and work practices.
- Ensuring that workers use appropriate Personal Protective Equipment (PPE) as required.
- Ensuring that tools, equipment, vehicles, facilities and job-site work areas are safely secured during non-use periods.
- Promptly reporting any accidents, on-the-job injuries or illnesses, or near miss incidents.



#### All Employees

All employees are responsible for:

- Complying with all company safety rules and policies.
- Working safely at all times and encouraging coworkers to do the same.
- Always using Personal Protective Equipment (PPE) as required.
- Promptly reporting any hazards or potential hazards to their supervisor or another manager.
- Promptly reporting any accidents, on-the-job injuries or illnesses, or near miss incidents.
- Participating in safety training sessions and safety meetings.
- Complying with all hazard warning signs.
- Keeping safety guards and shields in place and not operating equipment if safety devices have been removed or disabled.
- Conducting pre-trip and post-trip vehicle/equipment inspections.
- Maintaining vehicles and equipment in good working condition.
- Operating vehicles and equipment in a safe manner and only after being properly trained.
- Practicing good housekeeping to reduce the risk of injury to others.
- Making suggestions to management about how we can be safer.

### Teams - Risk Control & District Safety Task Force

Yellowstone Landscape has two main teams that oversee and ensure all safety policy and rules are abided by, and include:

#### Yellowstone Landscape Risk Control Team

Will meet one time per quarter and more often as needed. This team will review the company's overall risk control components including safety statistics and incidents, fleet and facilities initiatives, and disaster recovery plans. The risk control team will be responsible for driving forward initiatives as mandated by management and the corporate insurance companies as well as making recommendations for additional training and safety resources.

#### **Local Safety Task Force**

Will meet at least one time per month. This task force will review the local area's risk control initiatives and safety records. This task force will also prepare risk control recommendations for the quarterly Risk Control Team meetings. The Local Risk Control Liaison will be responsible for ensuring that the other components of risk control such as disaster recovery planning, subcontractor insurance agreements, and fleet and facilities requirements are followed through in the local area as well as communicating local recommendations to the Risk Control Team.





#### **General Safety Rules**

We are committed to maintaining a safe working environment and to reducing the risk of injury to our employees, customers, subcontractors, and the general public. In an effort to do that, Yellowstone Landscape has established the following safety rules, which all employees must follow. This list of rules is provided for convenience and is not intended to cover all aspects of safety conduct and behavior. Disregard for our company's safety rules is grounds for disciplinary action, including possible termination. If you are injured while working, notify your crew leader or other supervisor. He/she will see to it that you receive proper first aid and medical attention. Your supervisor will ensure that records are kept. All injuries, no matter how minor, must be reported so that they do not become more complicated or infected. All employees must abide by the following requirements:

#### Before Starting a Job

- Inspect work areas, equipment, and job sites for hazards before starting your work each day.
   Immediately report any unsafe conditions to your supervisor so that corrections can be made before you start work.
- Understand when hand signals are required. Make sure you thoroughly understand the signals before beginning a job. When in doubt, ask. Only one person at a time can give hand signals, and that person must be in a position to have a clear, unobstructed view.
- Do not work underneath or over others without first notifying them and seeing that the proper safeguards are in place.

#### Dress

- When appropriate, dress according to our job standards. If you are working in the field, this includes: long pants and long-sleeved shirts; socks; boots or shoes (depending on the activity) with sturdy, nonslip soles (steel-toed boots for landscape construction and specified maintenance work); chemical-protection clothing and footwear when handling chemicals; and a hat for sun protection during the hot summer months. Tennis shoes, sandals, and other lightweight shoes are not allowed at any time.
- Do not wear jewelry, drawstrings, or loose or frayed clothing when operating or working near powered machinery or equipment.
- Know that hard hats must be worn around all building construction and wherever a potential overhead hazard exists.
- Wear a safety vest at all times.

#### General

- Think safety at all times. Do not distract coworkers or engage in roughhousing, horseplay, fights, or similar activities that increase the chances of an accident.
- Do not take shortcuts and do not run.
- Do not allow children on job sites.





- Always use the Personal Protective Equipment (PPE) safety glasses, goggles, earplugs, gloves, hard hats, etc. that has been assigned for the particular task. If your Personal Protective Equipment (PPE) does not fit properly, immediately tell your supervisor so that it can be replaced.
- Immediately report all accidents, on-the-job injuries or illnesses, and near miss incidents to your supervisor or another manager. Know the location of first-aid kits and who and how to call for emergency medical help.
- Always use appropriate fall protection if not working at ground level.
- Ensure that all loads are covered with a tarp and secured, and that the truck can handle the weight of the load.
- Report wet conditions on hills or other slopes to your supervisor for an evaluation before mowing.
- Tobacco use is not permitted on company property, in company vehicles, or on company job sites at any time.
- Only use chemicals if you have been properly trained in their use. Store chemicals in their original container and in their proper locked location. Do not eat, drink, or smoke when handling chemicals or when working in areas where chemicals are stored.
- Know that our company has a drug and alcohol-free workplace policy.
- Do not bring weapons of any kind onto our property, into company vehicles, or onto job sites.
- Lift correctly to avoid sprains, strains, and back injuries. Always lift within your limits and never lift or move an object that weighs 50 pounds or more by yourself. Seek assistance from a coworker for heavy loads. You also must comply with our company's stretching program standards.
- Practice good housekeeping at all times. Keep your work area and job sites free of objects and debris that could be tripping hazards. Do not allow oil, water, or other substances to remain on floors so they become slip hazards. Return all tools and equipment to their proper location at the end of the day.
- Follow our company's procedures in the event of an emergency. Become familiar with the location of fire extinguishers, emergency exits, and so on. Know how to call for outside emergency help. Do not block exits, fire doors, fire extinguishers, gas meters, or electrical panels at any time.

#### Equipment

- Only operate vehicles and equipment after you have been trained. Use seat belts whenever available. When you are on equipment (such as a zero-turn mower) with a roll bar that is in the folded down position. If you must fold down a roll bar, return it to its upright and locked position as soon as possible.
- Do not remove or disable guards, shields, or other safety devices unless you have been authorized to do so. Never bypass a safety device.
- Promptly report any missing or damaged safety devices to your supervisor. Do not





- Only repair equipment if you are authorized to repair it. Ensure that our company's
  written lockout/tag out procedures are followed before any cleaning, adjustments, or
  repairs begin.
- Personal use of company vehicles or equipment is not permitted.
- Never ride or let a passenger ride in the bed of a truck, in the bucket of a skid-steer loader, or on the forks of a lift truck.
- Do not allow passengers on any equipment and do not allow unauthorized persons (non-company employees, relatives, friends, etc.) to operate company vehicles or equipment.
- Turn off vehicles and equipment when they are not in use. Take the keys with you. Do not leave equipment unattended.
- Never stand between two pieces of equipment or under any hoisted equipment or material.
- Do not use a cell phone when operating vehicles or equipment unless it is an emergency and you cannot safely stop to call for emergency help. Also, do not engage in other unsafe activities (such as taking notes, reading maps, etc.) when operating vehicles or equipment.
- Use cones, barricades, and other warning devices provided when working in traffic areas.
   Do not park vehicles or equipment where they are likely to be struck by other vehicles or equipment.



#### Safety Training Protocols

**Onboarding** – At the time of onboarding the employee is required to read the safety guide to become familiar with our safety policies and protocols which includes proper use of equipment, general safety rules and disciplinary actions regarding safety violations. Upon completion the employee is required to complete a safety quiz to determine comprehension of the information. Any questions answered incorrectly are then discussed with the employee to better explain and educate them on the safety requirements. PPE is given to each new employee and their proper use covered.

**Equipment Training and Competency** – Before an employee is given a piece of equipment to operate, they are assessed by their immediate supervisor or the shop manager as to their level of competency. If they do not show the level of competency required to operate the equipment, they are then trained on the operation and safety features of the equipment. No employee is allowed to operate equipment if they do not display full competency.

Weekly Safety Training – Branches are required to hold a weekly tailgate safety talk. Meetings are to be scheduled in advance and topics approved by the Branch Manager. Branches are also allowed to hold bi-weekly meetings on two topics per training with the approval of the Field Support Office Safety Team. A total of four topics per month are required. Mandatory topics are rolled out monthly for the upcoming month's trainings. Content is provided in both English and Spanish. Documentation of each safety training is uploaded into our cloud files.

**Monthly Safety Training** - Branches are required to hold a monthly safety meeting for all management level personnel including mechanics. Safety reports pertinent to incidents for the month and covering DART and TRIR are provided. Management and crew trainings for the upcoming month are rolled out during these meetings.

**Semi-Annually or Annually** – Safety Rodeos are held at each branch every 6-12 months. Equipment use and safety features, first aid, PPE use, truck and trailer safety, Defensive Parking, and chemical safety are some of the required topics. Branches also provide additional training on areas pertinent to their branch operations.

**Follow Up Training** – In the case of an incident the branch is required to share the incident with the crews and cover what happened and how it could have been prevented. Employees are reminded of our PPE requirements and retrained on the topic relative to the incident.



### **REFERENCES**

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.



#### **PROJECT NAME:**

Hammock Beach Resort

### CLIENT SINCE:

2002

#### **SERVICES PROVIDED:**

Landscape Maintenance, Landscape Design, Landscape Enhancement

#### **CLIENT CONTACT:**

#### **Carlton Grant**

Regional Managing Director

Hammock Beach Resort 200 Ocean Crest Dr. Palm Coast, FL 32137

P: 386-246-5602

E: cgrant@hammockbeach.com



#### **PROJECT NAME:**

Woodhaven Condominiums

### **CLIENT SINCE:**

2014

#### **SERVICES PROVIDED:**

Landscape Maintenance, Landscape Design, Landscape Enhancement

#### **CLIENT CONTACT:**

#### Joe Cinesi

**Board of Directors** 

100 Brighton Circle Palm Coast, FL 32137

P: 904-599-5968 E: jc052014@cfl.rr.com



#### **PROJECT NAME:**

Forest Park Estates

#### **CLIENT SINCE:**

2015

#### SERVICES PROVIDED:

Landscape Maintenance, Landscape Design, Landscape Enhancement

#### **CLIENT CONTACT:**

#### John Slawinski

**Board President** 

Colbert Ln

Palm Coast, FL 32137

P: 386-569-8278

E: jeslawinski@att.net



### **REFERENCES**

At Yellowstone Landscape, we pride ourselves on building lasting relationships with our clients. These clients have entrusted us as their landscape maintenance partner and would be happy to speak with you about our firm and the services that we provide for them.



#### **PROJECT NAME:**

St Johns River Water Management

CLIENT SINCE: 2020

#### **SERVICES PROVIDED:**

Landscape Maintenance, Landscape Design, Landscape Enhancement

#### **CLIENT CONTACT:**

**Debi Edwads**Procurement Specialist

Palatka Headquarters 4049 Reid St Palatka, FL 32177

P: 386-329-4500 E: dkedwards@sjrwmd.com



#### PROJECT NAME:

Ocean Palms HOA

CLIENT SINCE: 2019

#### **SERVICES PROVIDED:**

Landscape Maintenance, Landscape Design, Landscape Enhancement

#### **CLIENT CONTACT:**

**Alice Randolph** Association Manager

230 San Nicolas Way St Augustine, FL 32080

P: 904-461-9708

E: arandolph@mayresort.com



#### **PROJECT NAME:**

Madeira CDD St. Augustine

### CLIENT SINCE:

2018

#### **SERVICES PROVIDED:**

Landscape Maintenance, Landscape Design, Landscape Enhancement

#### **CLIENT CONTACT:**

**Lesley Gallagher** District Manager

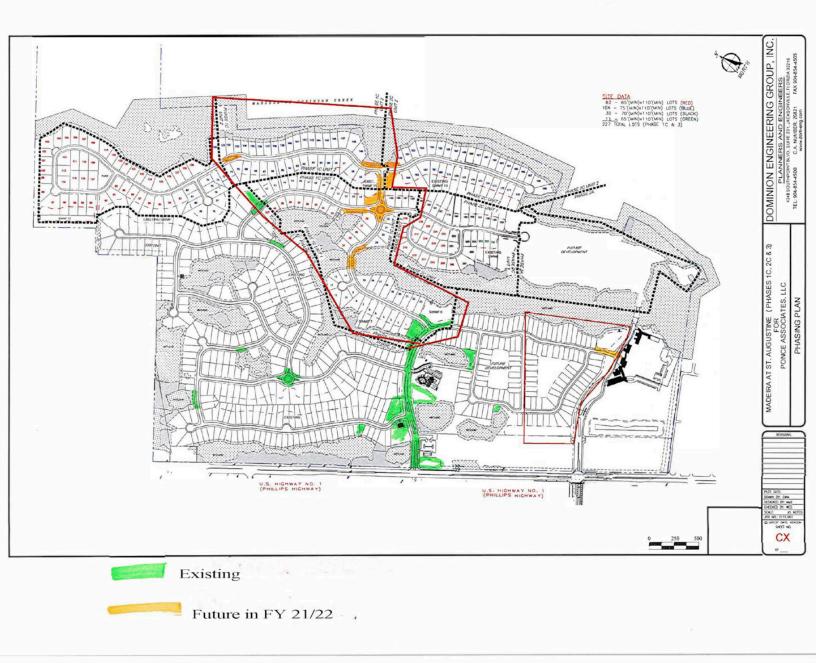
Rizzetta & Company 2806 North Fifth Street, Unit 403 St Augustine, FL 32084

P: 904-436-6270

E: lgallagher@rizzetta.com



# Landscape Map including future FY 21/22 areas



### YOUR INVESTMENT

CORE MAINTENANCE SERVICES	PRICE
Mowing & Detail Services Includes Mowing, Edging, String Trimming, Ant Bait, Weeding, Shrub pruning, Tree pruning up to 10 feet, property policing & Cleanup	\$30,280
Integrated Pest Management Includes Palm & Shrub Fertilization, Turf Fertilization, Pest Control Applications	\$3,400
Irrigation Inspections Includes Adjusting Heads & Nozzles, Seasonal Clock Adjustments, Cleaning Out/ Maintaining Valve Boxes & Standard Irrigation Reports	\$1,320
ADDENDUM ANNUAL TOTAL	\$35.000

ADDITIONAL SERVICES (NOT INCLUDED IN ANNUAL GRAND TOTAL)	PRICE
Pine Bark Mulch - Per Yard Includes Bed Prep & Installation	\$57
Standard Palm Pruning - Per Palm Recommend one prune per year	\$42
Annual Flowers - Per Plant Includes installation and maintenance	\$2.05

ADDENDUM ANNUAL TOTAL \$35,000.00

ADDENDUM MONTHLY TOTAL \$2,916.67



### YOUR SERVICE CALENDAR

Managing the needs of your unique landscape requires careful planning and attention to detail. Our experienced professionals use their extensive training and state-of-the-art equipment to ensure the health and sustainability of your living investment. Should you ever have additional needs, questions or concerns, please ask us.

Geographic location and climate play a major role in the timing of our service delivery; schedules are adjusted to coincide with seasonal growth rates in order to maintain a consistent, healthy appearance. Services missed due to inclement weather will be made up as soon as possible. The following table summarizes our planned visits for completing each of the services performed on your property:

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	ост	NOV	DE C
MOWING & DETAIL SERVICE	2	2	2	4	4	4	4	4	4	4	2	2
EDGING & TRIMMING	2	2	2	4	4	4	4	4	4	4	2	2
SHRUBS PRUNING	0	1	0	1	0	1	0	1	0	1	0	1
DEBRIS REMOVAL	2	2	2	4	4	4	4	4	4	4	2	2
FERTILIZER	0	1	0	0	1	0	0	1	0	0	1	0
INSECT, DISEASE, & WEED CONTROL	1	1	1	1	1	1	1	1	1	1	1	1
IRRIGATION	1	1	1	1	1	1	1	1	1	1	1	1

CLIENT NAME:	Rizzetta & Company
BILLING ADDRESS:	2806 N. 5th St Suite 403 St Augustine, Florida 32084
PROPERTY CONTACT:	Lesley Gallagher
PROPERTY CONTACT EMAIL:	LGallagher@rizzetta.com
PROPERTY CONTACT PHONE:	904-436-6270
CONTRACT EFFECTIVE DATE:	TBD
CONTRACT EXPIRATION DATE:	TBD
INITIAL TERM:	One Year
PROPERTY NAME:	Madeira at St Augustine CDD 2022 Addendum
PROPERTY ADDRESS:	Maralinda Dr, St Augustine
CONTRACTOR:	Yellowstone Landscape, PO Box 849, Bunnell, FL 32110
YELLOWSTONE CONTACT:	Business Development Manager
YELLOWSTONE CONTACT EMAIL:	jdistler@yellowstonelandscape.com
YELLOWSTONE CONTACT PHONE:	386-237-8621
YELLOWSTONE SCOPE OF SERVICES:	The Client agrees to engage Yellowstone Landscape to provide the services and work as described.



### **AGREEMENT**

#### **COMPENSATION SCHEDULE:**

The Client agrees to pay Yellowstone Landscape \$35,000.00 annually, in equal monthly installments billed in the amount of \$2,916.67 upon receipt of invoice.

Charges will increase at the commencement of each additional automatic twelve (12) month renewal term per the Agreement Renewal section on the following page of this agreement. The TERMS AND CONDITIONS following and the EXHIBITS attached hereto constitute part of this agreement.

Presented by: Yellowstone Landscape

Chr. aluth

Accepted by: Madeira at St Augustine CDD

SIGNATURE
Lesley Gallagher

Printed Name: Christopher Adornetti, Officer

Date: Not yet accepted

Printed Name: Lesley Gallagher

Date: Not yet accepted



#### **TERMS & CONDITIONS**

Entire Agreement: This Landscape Management Agreement contains the entire agreement between the Parties and supersedes all prior and contemporaneous negotiations, promises, understandings, commitments, proposals, or agreements, whether oral or written on the subject matter addressed herein. This Agreement may only be modified or amended by a writing signed by authorized representatives of both Parties.

Acceptance of Agreement: The Agreement constitutes Yellowstone Landscape (hereafter referred to as "Yellowstone") offer to Client and shall become a binding contract upon acceptance by Client's signature on this Agreement and/or instruction to perform the Services by Client's authorized representative. The Parties agree that the provisions of the Agreement shall control and govern over any contract terms and/or Purchase Orders generated by Client and that such documentation may be issued by Client to, and accepted by, Yellowstone without altering the terms hereof.

Price, Quality, and Working Conditions: The amounts in the "Compensation Schedule" include all labor, materials, insurance, equipment, and supervision for the performance of the specified Services in the attached exhibits. All materials supplied as part of this agreement are guaranteed to be as specified and all work shall be completed in a workmanlike manner according to standard landscape maintenance practices ("Warranty"). Unless otherwise stated in writing Yellowstone shall have the right to rely on the contents of all documents provided by Client and/or its agents, including Plans, Specifications, and test results, without independent verification and analysis by Yellowstone. Client agrees that Yellowstone is not an insurer or guarantor of the appropriateness of any landscape design provided by others, or of the long term viability of plant material utilized within that specified landscape design or of the site constraints (including watering restrictions) under which Yellowstone is required to perform its Services.

Assignment: Neither Client nor Yellowstone may assign this Agreement or transfer any right, interest, obligation, claim, or relief under this Agreement without the prior written consent of the other party. Client acknowledges that Yellowstone may subcontract portions of the Work to specialty subcontractors.

Relationship of Parties: The legal relationship of Yellowstone to Client with respect to the Services shall be that of an independent contractor, not an agent or employee. Yellowstone is responsible for its own withholding taxes, social security taxes, unemployment taxes, licenses, and insurance pertaining to its employees or operations. If applicable, Yellowstone agrees to pay all sales taxes on materials supplied.

Agreement Renewal: Unless Client notifies Yellowstone regarding its intent to terminate Services prior to expiration of the "Initial Term", this Agreement will renew automatically for an additional twelve (12) month term and will continue to renew at the end of each successive twelve (12) month unless canceled by either party in accordance with the "Termination" provision or by either party with written notice of not less than 30 days prior to the end of the "Initial Term" or any automatic term(s). Charges will increase by 3.0% at the commencement of each additional automatic twelve (12) month renewal term.

Payment Terms: Billing for Services occurs in advance at the first of each month in accordance with the "Compensation Schedule" on the preceding page of this agreement. Payment for Service(s) is due upon receipt of monthly invoices. The Parties contractually agree that interest on all past due amounts shall accrue at the maximum allowable rate provided by law per month, beginning on the first day following the month in which the invoice was received. This Agreement constitutes a contract of indebtedness. Our preferred payment method is ACH transfer. If Client chooses to pay by check or money order, payments should be mailed to the address indicated on the invoice.

Termination for Cause: It is agreed that either party may terminate this agreement given (30) thirty days' notice in writing. However, the following conditions must be met in order to substantiate the cancellation of the agreement. Yellowstone will be given 30 days written notice to correct any issues that the Client feels justify the cancellation of the agreement. Yellowstone must receive notification in writing that the issue has not been resolved to the established level of satisfaction prior to termination. Final billing will be prorated to reflect services rendered until the termination date. Please note that the equal monthly payment in no way represents the value of work performed in any given month. In the event of cancellation, the Client agrees to pay Yellowstone any amount above and beyond the payments for actual work performed.

Default: In the event that Client breaches its obligations under this Agreement to permit and cooperate with Yellowstone's performance of its duties or Client fails to make payment for any Services within 30 days of receipt of Yellowstone's invoice, Yellowstone may, but shall not be obligated to, suspend Services until the breach is cured and/or until all arrearages have been paid in full. This Agreement will terminate automatically and without notice upon the insolvency of, or upon the filing of a bankruptcy petition by or against Client.



Claims: Yellowstone's responsibility with regard to Services not meeting the "Warranty" shall be limited, at the sole choice of Yellowstone, to the re-performance of those defective Services and replacement of those defective materials without charge during the ninety (90) day period following completion of the defective Services or provision of defective materials, or a credit to Client's account of the compensation paid by Client for the portion of such Services determined to be defective. If the attached exhibit(s) expressly provide for a longer "Warranty" period, that "Warranty" period shall apply. The Parties shall endeavor in good faith to resolve any such Claim within 30 days, failing which all claims, counterclaims, disputes, and other matters in question between Client and Yellowstone arising out of or relating to this Agreement or the breach thereof may be decided by the dispute resolution process identified below. Each Party will bear its own costs, including attorneys' fees; however, the prevailing party shall have the right to collect reasonable costs and attorneys fees for enforcing this agreement as allowable by applicable law.

Jurisdiction: By entering into this Agreement and unless otherwise agreed the parties agree that the courts of the State of Florida, or the courts of the United States located in the Middle District of the State of Florida, shall have the sole and exclusive jurisdiction to entertain any action between the parties hereto and the parties hereto waive any and all objections to venue being in the state courts located in Flagler County (and agree that the sole venue for such challenges shall be Flagler County) or the Middle District of Florida, if federal jurisdiction is appropriate. Should the parties not agree on the State of Florida as the appropriate jurisdiction for legal challenges, the parties agree the state in which the job site is located will be designated as the appropriate legal jurisdiction for all legal disputes and challenges to the contract or the work related thereto.

Insurance: Yellowstone shall secure and maintain, throughout the performance of Services under this Agreement, General Liability, Employers Liability, Auto Liability & Umbrella Liability coverage, as specified herein:

- a. Worker's Compensation Insurance with statutory limits;
- b. Employer's Liability Insurance with limits of not less than \$1,000,000;
- c. Commercial General Liability Insurance with combined single limits of not less than \$1,000,000 per occurrence/\$2,000,000 annual aggregate;
- d. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles, with combined single limits of not less than \$1,000,000.
- e. Umbrella Coverage \$10,000,000 per occurrence/\$10,000,000 annual aggregate

If required in writing by Client, Yellowstone shall furnish Certificates of Insurance verifying such insurance and Yellowstone agrees to provide written notice to Client at least thirty (30) days prior to any cancellation, non-renewal, or material modification of the policies. When requested by Client, the original insurance policies required of Yellowstone will be made available for review.

Licenses: Yellowstone shall maintain all applicable licenses and permits within the cities, counties, and states of operation.

Indemnification for Third Party Claims: Yellowstone agrees to indemnify, defend, and hold harmless Client from and against any and all claims, losses, liabilities, judgments, costs and expenses, and damages and injuries to third parties ("Claims") arising out of or caused by the negligent act, error, omission or intentional wrongdoing of Yellowstone, its subcontractors or their respective agents, employees or representatives which arise from the performance of the Services or otherwise while present on the Property for the purpose of rendering Services pursuant to this Agreement. Client agrees to indemnify and hold harmless Yellowstone against any Claims based in whole or in part by the conduct or actions of Client. The indemnity rights and obligations identified in this Agreement shall be and are the only indemnity rights and obligations between the Parties, in law or equity, arising out of or related to Yellowstone's Services under this Agreement or any claims asserted in relation thereto.

Limitation of Liability: Except for the indemnification provision applicable to claims by third parties against Client, Yellowstone's total and cumulative liability to Client for any and all claims, losses, costs, expenses, and damages, whether in contract, tort, or any other theory of recovery, shall in no event exceed the amount Client has paid to Yellowstone for Services under this Agreement during the calendar year in which the claim first occurred. In no event shall Yellowstone be liable for incidental, consequential, special, or punitive damages.

Indirect Damages: Neither Party shall be responsible to the other or to any third party for any economic, consequential, incidental, or punitive damages (including but not limited to loss of use, income, profits, financing, or loss of reputation) arising out of or relating to this Service Agreement or the performance of the Services.



Excusable Delays and Risk of Loss: Yellowstone shall not be in breach of this Agreement nor liable for damages due to (i) delays, (ii) failure to perform any obligation under this Agreement, or (iii) losses caused or attributable, in whole or in part, to circumstances beyond its reasonable control, including but not limited to: drought conditions, acts of God, governmental restrictions or requirements, severe or unusual weather, natural catastrophes, vandalism or acts of third persons. Client assumes the full risk of loss attributable to all such occurrences, including but not limited to, the repair or replacement of landscaping and payment to Yellowstone of all amounts provided in this Agreement, notwithstanding that Yellowstone may not have been able to provide all or any of its Services during such occurrences or until the premises described under this Agreement has been restored to its pre-occurrence condition.

Watering Restrictions and Drought Conditions: Should the Property be located in an area which is or becomes subject to governmental restrictions on water usage and/or watering times applicable to the Services Yellowstone will comply with such governmental restrictions which may then impact the performance, viability, and/or looks of plant materials and, as such, shall be deemed circumstances beyond its reasonable control.

Warranty: Yellowstone's warranties shall not be in effect in the event of misuse, abuse or negligence by Client or any party affiliated with same. Additionally, Yellowstone's warranties shall not be in effect in the event of freeze, flood, fire and/or any other acts of God.

Nonwaiver: No delay or omission by Yellowstone in exercising any right under this Agreement, and no partial exercise of any right under this Agreement, shall operate as a waiver of such right or of any other right under this Agreement as provided for by law or equity. No purported waiver of any right shall be effective unless in writing signed by an authorized representative of Yellowstone and no waiver on one occasion shall be construed as a bar to or waiver of any such right on any other occasion. All rights of Yellowstone under this Agreement, at law or in equity, are cumulative and the exercise of one shall not be construed as a bar to or waiver of any other.

Construction: The rule of adverse construction shall not apply. No provision of this Agreement is to be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision. In the event any provision of the Agreement is deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect, and the invalid or unenforceable provision shall be interpreted and enforced as closely as possible to the intent of the Parties as expressed herein.

Change in Law: This Agreement is based on the laws and regulations existing at the date of execution. In the event that a governmental authority enacts laws or modifies regulations in a manner that increases Yellowstone's costs associated with providing the services under this Agreement, Yellowstone reserves the right to notify Client in writing of such material cost increase and to adjust pricing accordingly as of the effective date of such cost increase. Yellowstone must submit clear documentation supporting the cost increase and can only increase pricing to the extent of actual costs incurred.







### THANK YOU FOR YOUR TRUST

We look forward to working with you!

YELLOWSTONELANDSCAPE.COM

# Tab 8



Proposal #209616

Date: 05/04/2022 From: Andrew Baltz

**Proposal For** Location Madeira CDD Maralinda Dr & US 1 c/o Rizzetta & Company, Inc. main: St. Augustine, FL 32095 2806 N 5th St mobile: Suite 403 St. Augustine, FL 32084 Property Name: Madeira CDD Pine Straw Installation - Tesoro Park Terms: Net 30 Supply and installation of Pine Straw. **QUANTITY UNIT PRICE DESCRIPTION AMOUNT** Pine Straw Installation 100.00 \$9.00 \$900.00 **Client Notes SUBTOTAL** \$900.00 Signature SALES TAX \$0.00 TOTAL \$900.00 Х

Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate. Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty.

Contact	Assigned To
Print Name:	Andrew Baltz Office: abaltz@yellowstonelandscape.com
Date:	



Date:

Proposal #209611

Date: 05/04/2022 From: Andrew Baltz

**Proposal For** Location Maralinda Dr & US 1 Madeira CDD c/o Rizzetta & Company, Inc. main: St. Augustine, FL 32095 2806 N 5th St mobile: Suite 403 St. Augustine, FL 32084 Property Name: Madeira CDD Terms: Net 30 Tesoro Park Landscape Enhancement Replacement and installation of declining Palmetto's with Native Grasses. **UNIT PRICE DESCRIPTION** QUANTITY **AMOUNT** Labor for removal, prep and installation 20.00 \$70.00 \$1,400.00 **Dwarf Fakahatchee Grass** 60.00 \$21.00 \$1,260.00 **Client Notes** SUBTOTAL \$2,660.00 Signature SALES TAX \$0.00 TOTAL \$2,660.00 Signature above authorizes Yellowstone Landscape to perform work as described above and verifies that the prices and specifications are hereby accepted. All overdue balances will be charge a 1.5% a month, 18% annual percentage rate. Limited Warranty: All plant material is under a limited warranty for one year. Transplanted plant material and/or plant material that dies due to conditions out of Yellowstone Landscape's control (i.e. Acts of God, vandalism, inadequate irrigation due to water restrictions, etc.) shall not be included in the warranty. Contact Assigned To Andrew Baltz Print Name: Office: abaltz@yellowstonelandscape.com Title:

# Tab 9

#### UNIVERSAL ENGINEERING SCIENCES, LLC

#### WORK AUTHORIZATION / PROPOSAL

Universal Engineering Sciences, LLC (UES) is pleased to provide the services described below. The purpose of this document is to describe the terms under which the services will be provided and to obtain formal authorization.

PROJECT NAME:	Madeira CDD Pavement Evaluation						
PROJECT LOCATION:	St. Augustine, Florida						
CLIENT NAME:	Ponce Associates LLC	Date:	March 21, 2022				
CLIENT ADDRESS:	Mr. Doug Maier 4200 Marsh Landing Boulevard – Suite Jacksonville Beach, Florida 32250	100 Phone No.: Email:	dmaier@arendale.com				
I. Scope of Se	ervices and Understanding of Project (See	attached proposal or a	as indicated below)				
Patch asphalt upon of a report with a description	w and equipment. Perform 12 cores of the base course. Perform 12 static concompletion. Perform index and classification of the field and laboratory test proton, and recommendations for pavement results.  UES Proposal No. 19	e penetrometer sound on testing of represer ocedures, the test resu emediation as warrant	tings to depths of 3 feet. tative samples. Transmit lts, and an evaluation of				
	LUMP SUM FEE - \$6,100.00						
D. Other exhibits mark In the event of any incomposition above shall govern.  III. Authority to proceed and		uments, the provision in	the Contract Document first indicate where below:	listed			
Firm:		Social Security I Federal Identific					
Address:				_			
		======================================	: <del></del>				
IN WITNESS WHEREOF, the p	parties have caused this agreement to be execut						
CLIENT		IVERSAL ENGINEER	RING SCIENCES				
BY (Signature)		(Signature)	D. Wasses D.E.				
TYPED NAME		1	R. Weaver, P.E.				
TITLE	TIT	-	nnical Services Manager				
DATE	DA	IE March	21, 2022				

RETURN EXECUTED COPIES TO UNIVERSAL ENGINEERING SCIENCES 5561 Florida Mining Boulevard South Jacksonville, Florida 32257 TELEPHONE: 904-296-0757 / FAX: 904-296-0748



#### Universal Engineering Sciences, LLC GENERAL CONDITIONS

SECTION 1: RESPONSIBILITIES 1.1 Universal Engineering Sciences, LLC, and its subsidiaries and affiliated companies ("UES"), is responsible for providing the services described under the Scope of Services. The term "UES" as used herein includes all of UES's agents, employees, professional staff, and subcontractors. 1.2 The Client or a duly authorized representative is responsible for providing UES with a clear understanding of the project nature and scope. The Client shall supply UES with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys, plans and specifications, and designs, to allow UES to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product. 1.3 The Client acknowledges that UES's responsibilities in providing the services described under the Scope of Services section is limited to those services described therein, and the Client hereby assumes any collateral or affiliated duties necessitated by or for those services. Such duties may include, but are not limited to, reporting requirements imposed by any third party such as federal, state, or local entities, the provision of any required notices to any third party, or the securing of necessary permits or permissions from any third parties required for UES's provision of the services so described, unless otherwise agreed upon by both parties in writing.

SECTION 2: STANDARD OF CARE 2.1 Services performed by UES under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of UES's profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, express or implied, is made. 2.2 Execution of this document by UES is not a representation that UES has visited the site, become generally familiar with local conditions under which the work is to be performed, or correlated personal observations with the requirements of the Scope of Services. It is the Client's responsibility to provide UES with all information necessary for UES to provide the services described under the Scope of Services, and the Client assumes all liability for information not provided to UES that may affect the quality or sufficiency of the services so described.

SECTION 3: SITE ACCESS AND SITE CONDITIONS 3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for UES to perform the work set forth in this Agreement. The Client will notify any possessors of the project site that Client has granted UES free access to the site. UES will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Scope of Services. 3.2 The Client is responsible for the accuracy of locations for all subterranean structures and utilities. UES will take reasonable precautions to avoid known subterranean structures, and the Client waives any claim against UES, and agrees to defend, indemnify, and hold UES harmless from any claim or liability for injury or loss, including costs of defense, arising from damage done to subterranean structures and utilities not identified or accurately located. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 4: BILLING AND PAYMENT 4.1 UES will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classifications. 4.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one and one-half percent (1 ½ %) per month, or the maximum rate allowed by law, on past due accounts. 4.3 If UES incurs any expenses to collect overdue billings on invoices, the sums paid by UES for reasonable attorneys' fees, court costs, UES's time, UES's expenses, and interest will be due and owing by the Client.

SECTION 5: OWNERSHIP AND USE OF DOCUMENTS 5.1 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, as instruments of service, shall remain the property of UES. Neither Client nor any other entity shall change or modify UES's instruments of service. 5.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose. 5.3 UES will retain all pertinent records relating to the services performed for a period of five years following submission of the report or completion of the Scope of Services, during which period the records will be made available to the Client in a reasonable time and manner. 5.4 All reports, boring logs, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by UES, are prepared for the sole and exclusive use of Client, and may not be given to any other entity, or used or relied upon by any other entity, without the express written consent of UES. Client is the only entity to which UES owes any duty or duties, in contract or tort, pursuant to or under this Agreement.

SECTION 6: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS 6.1 Client represents that a reasonable effort has been made to inform UES of known or suspected hazardous materials on or near the project site. 6.2 Under this agreement, the term hazardous materials include hazardous materials, hazardous wastes, hazardous substances (40 CFR 261.31, 261.32, 261.33), petroleum products, polychlorinated biphenyls, asbestos, and any other material defined by the U.S. EPA as a hazardous materials. 6.3 Hazardous materials may exist at a site where there is no reason to believe they are present. The discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. The discovery of unanticipated hazardous materials may make it necessary for UES to take immediate measures to protect health and safety. Client agrees to compensate UES for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous materials or suspected hazardous materials are encountered. Client will make any disclosures required by law to the appropriate governing agencies. Client will hold UES harmless for all consequences of disclosures made by UES which are required by governing law. In the event the project site is not owned by Client, Client it is the Client's responsibility to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials. 6.5 Notwithstanding any other provision of the Agreement, Client waives any claim against UES, and to the maximum extent permitted by law, agrees to defend, indemnify, and save UES harmless from any claim, liability, and/or defense costs for injury or loss arising from UES's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by UES which are found to b

SECTION 7: RISK ALLOCATION 7.1 Client agrees that UES's liability for any damage on account of any breach of contract, error, omission, or professional negligence will be limited to a sum not to exceed \$50,000 or UES's fee, whichever is greater. If Client prefers to have higher limits on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$1,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$400.00, whichever is greater. If Client prefers a \$2,000,000.00 limit on contractual or professional liability, UES agrees to increase the limits up to a maximum of \$2,000,000.00 upon Client's written request at the time of accepting UES's proposal provided that Client agrees to pay an additional consideration of four percent of the total fee, or \$800.00, whichever is greater. The additional charge for the higher liability limits is because of the greater risk assumed and is not strictly a charge for additional professional liability insurance. 7.2 Client shall not be liable to UES and UES shall not be liable to Client for any incidental, special, or consequential damages (including lost profits, loss of use, and lost savings) incurred by either party due to the fault of the other, regardless of the nature of the fault, or whether it was committed by Client or UES, their employees, agents, or subcontractors; or whether such liability arises in breach of contract or warranty, tort (including negligence), statutory, or any other cause of action. 7.3 As used in this Agreement, the terms "claim" or "claims" mean any claim in contract, tort, or statute alleging negligence, errors, omissions, strict liability, breach of contract, breach of warranty, negligent misrepresentation, or any other act giving rise to liability.

SECTION 8: INSURANCE 8.1 UES represents it and its agents, staff and consultants employed by UES, is and are protected by worker's compensation insurance and that UES has such coverage under public liability and property damage insurance policies which UES deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, UES agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by UES, its agents, staff, and consultants employed by it. UES shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 7, whichever is less. The Client agrees to defend, indemnify, and save UES harmless for loss, damage or liability arising from acts by Client, Client's agents, staff, and others employed by Client. 8.2 Under no circumstances will UES indemnify Client from or for Client's own actions, negligence, or breaches of contract. 8.3

To the extent damages are covered by property insurance, Client and UES waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance.

SECTION 9: DISPUTE RESOLUTION 9.1 All claims, disputes, and other matters in controversy between UES and Client arising out of or in any way related to this Agreement will be submitted to mediation or non-binding arbitration, before and as a condition precedent to other remedies provided by law. 9.2 If a dispute arises and that dispute is not resolved by mediation or non-binding arbitration, then: (a) the claim will be brought in the state or federal courts having jurisdiction where the UES office which provided the service is located; and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other claim related expenses.

SECTION 10: TERMINATION 10.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or in the case of a force majeure event such as terrorism, act of war, public health or other emergency. Such termination shall not be effective if such substantial failure or force majeure has been remedied before expiration of the period specified in the written notice. In the event of termination, UES shall be paid for services performed to the termination notice date plus reasonable termination expenses.

10.2 In the event of termination, or suspension for more than three (3) months, prior to complete on the services performed to the Agreement, UES may complete such analyses and records as are necessary to complete its files and may also complete a report on the services performed to the date of notice of termination or suspension. The expense of termination or suspension shall include all direct costs of UES in completing such analyses, records, and reports.

SECTION 11: REVIEWS, INSPECTIONS, TESTING, AND OBSERVATIONS 11.1 Plan review, private provider inspections, and building inspections are performed for the purpose of observing compliance with applicable building codes. Threshold inspections are performed for the purpose of observing compliance with an approved threshold inspection plan. Construction materials testing ("CMT") is performed to document compliance of certain materials or components with applicable testing standards. UES's performance of plan reviews, private provider inspections, building inspections, threshold inspections, or CMT, or UES's presence on the site of Client's project while performing any of the foregoing activities, is not a representation or warranty by UES that Client's project is free of errors in either design or construction. 11.2 If UES is retained to provide construction monitoring or observation, UES will report to Client any observed work which, in UES's opinion, does not conform to the plans and specifications provided to UES. UES shall have no authority to reject or terminate the work of any agent or contractor of Client. No action, statements, or communications of UES, or UES's site representative, can be construed as modifying any agreement between Client and others. UES's performance of construction monitoring or observation is not a representation or warranty by UES that Client's project is free of errors in either design or construction. 11.3 Neither the activities of UES pursuant to this Agreement, nor the presence of UES or its employees, representatives, or subcontractors on the project site, shall be construed to impose upon UES any responsibility for means or methods of work performance, superintendence, sequencing of construction, or safety conditions at the project site. Client acknowledges that Client or its contractor solves will be performed on a will-call basis. UES will not be responsible for scheduling all inspections and CMT activities of UES. All testing and inspection services will be performed on a wil

SECTION 12: ENVIRONMENTAL ASSESSMENTS Client acknowledges that an Environmental Site Assessment ("ESA") is conducted solely to permit UES to render a professional opinion about the likelihood or extent of regulated contaminants being present on, in, or beneath the site in question at the time services were conducted. No matter how thorough an ESA study may be, findings derived from the study are limited and UES cannot know or state for a fact that a site is unaffected by reportable quantities of regulated contaminants as a result of conducting the ESA study. Even if UES states that reportable quantities of regulated contaminants are not present, Client still bears the risk that such contaminants may be present or may migrate to the site after the ESA study is complete.

SECTION 13: SUBSURFACE EXPLORATIONS 13.1 Client acknowledges that subsurface conditions may vary from those observed at locations where borings, surveys, samples, or other explorations are made, and that site conditions may change with time. Data, interpretations, and recommendations by UES will be based solely on information available to UES at the time of service. UES is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties' interpretations or use of the information developed or provided by UES. 13.2 Subsurface explorations may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or boring device moves through a contaminated zone and links it to an aquifer, underground stream, or other hydrous body not previously contaminated. UES is unable to eliminate totally cross-contamination risk despite use of due care. Since subsurface explorations may be an essential element of UES's services indicated herein, Client shall, to the fullest extent permitted by law, waive any claim against UES, and indemnify, defend, and hold UES harmless from any claim or liability for injury or loss arising from cross-contamination allegedly caused by UES's subsurface explorations. In addition, Client agrees to compensate UES for any time spent or expenses incurred by UES in defense of any such claim with compensation to be based upon UES's prevailing fee schedule and expense reimbursement policy.

SECTION 14: SOLICITATION OF EMPLOYEES Client agrees not to hire UES's employees except through UES. In the event Client hires a UES employee within one year following any project through which Client had contact with said employee, Client shall pay UES an amount equal to one-half of the employee's annualized salary, as liquidated damages, without UES waiving other remedies it may have.

SECTION 15: ASSIGNS Neither Client nor UES may delegate, assign, sublet, or transfer its duties or interest in this Agreement without the written consent of the other party.

SECTION 16: GOVERNING LAW AND SURVIVAL 16.1 This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction in which the UES office performing the services hereunder is located. 16.2 In any of the provisions of this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired and will survive. Limitations of liability and indemnities will survive termination of this agreement for any cause.

SECTION 17: INTEGRATION CLAUSE 17.1 This Agreement represents and contains the entire and only agreement and understanding among the parties with respect to the subject matter of this Agreement, and supersedes any and all prior and contemporaneous oral and written agreements, understandings, representations, inducements, promises, warranties, and conditions among the parties. No agreement, understanding, representation, inducement, promise, warranty, or condition of any kind with respect to the subject matter of this Agreement shall be relied upon by the parties unless expressly incorporated herein.

17.2 This Agreement may not be amended or modified except by an agreement in writing signed by the party against whom the enforcement of any modification or amendment is sought.

SECTION 18: WAIVER OF JURY TRIAL Both Client and UES waive trial by jury in any action arising out of or related to this Agreement.

<u>SECTION 19: INDIVIDUAL LIABILTY</u> PURSUANT TO FLORIDA STAT. 558.0035, AN INDIVIDUAL EMPLOYEE OR AGENT OF UES MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

# **Tab 10**

#### Waterout of Northeast Florida

6933 Lillian Road Unit #7
Jacksonville, FL 32211 US
904-838-9786
waterout@comcast.net
www.wateroutjax.com



#### **ADDRESS**

Madeira Proprety Management 1548 The Greens Way Jacksonville, FL 32250

### SHIP TO

Madeira Proprety Management 1548 The Greens Way Jacksonville, FL 32250

## Estimate 1091

**DATE** 05/06/2022

ACTIVITY	QTY	RATE	AMOUNT
Waterout Service Item	1	15,000.00	15,000.00

Maderia Community Development District

Attention: Lesley Gallagher

C/O: Doug Maier Ponxe Associates 1548 The Greens Way Jacksonville Beach, FL 32250

### Project:

Front Entrance Lighting
1- 12 V 1200Watt Transformer 3000
1- 12V 600 Watt Transformer 2000
Southside / Northside Roadway Lighting
20 - 60 Degree 3000LK 300 Lumen Spread Flood Lights
7000

Palm Tree Lights

10 - 50 Watt Bullet Intergrated Bullet 3000

Includes all underground wiring/Trenching and complete installation

### Warranty

- 1 Year Normal Workmanship Labor
- 2 Year Manufactures Product Replacement

Accepted By

Accepted Date

### Waterout of Northeast Florida

6933 Lillian Road Unit #7 Jacksonville, FL 32211 US 904-838-9786 waterout@comcast.net www.wateroutjax.com



### **ADDRESS**

Madeira Proprety Management 1548 The Greens Way Jacksonville, FL 32250

#### **SHIP TO**

Madeira Proprety Management 1548 The Greens Way Jacksonville, FL 32250 Estimate 1093

**DATE** 05/10/2022

ACTIVITY	QTY	RATE	AMOUNT	
Waterout Service Item  Maderia Community Development District  Attention: Lesley Gallagher	1	14,550.00	14,550.00	
C/O: Doug Maier Ponxe Associates				

Tesoro Park Landscape Lighting Project

Jacksonville Beach, FL 32250

1548 The Greens Way

- 1 1200 Watt 12 V Transformer 1500
- 1 600 Watt 12 V Transformer 800
- 30 Each 50Watt Bullet Tree Lights 6750
- 10 Each Sidewalk Lights 2500

Roadway Island 6 Each Tree Lights on custom aluminum Stands permantly mounted in concrete base 3000

Warranty

- 1 Year Labor
- 2 Year Manufactures Product

\$14,550.00

TOTAL

Accepted By Accepted Date

# **Tab 11**

### Waterout of Northeast Florida

6933 Lillian Road Unit #7 Jacksonville, FL 32211 US 904-838-9786 waterout@comcast.net www.wateroutjax.com



### **BILL TO**

Madeira Proprety Management 1548 The Greens Way Suite 6 Jacksonville, FL 32250 C/O Doug Maier

#### SHIP TO

Madeira Proprety Management 1548 The Greens Way Jacksonville, FL 32250

# INVOICE 06-0524-914

DATE 04/19/2022 TERMS Due on receipt

**DUE DATE 04/19/2022** 

DESCRIPTION	QTY	RATE	AMOUNT
SEL Service item  Maderia Community Development District Attention: Lesley Gallagher	1	3,700.00	3,700.00

C/O: Doug Maier Ponxe Associates 1548 The Greens Way Jacksonville Beach, FL 32250

Complete Removal and disposal of deteriorated wood fencing in common areas of Maderia HOA Walkways along Lake includes Labor for fencing removal, disposal and dump fee's

TOTAL DUE \$3,700.00

# **Tab 12**

### Waterout of Northeast Florida

6933 Lillian Road Unit #7 Jacksonville, FL 32211 US 904-838-9786 waterout@comcast.net www.wateroutjax.com



**BILL TO** 

Madeira Proprety Management 1548 The Greens Way Jacksonville, FL 32250 SHIP TO

Madeira Proprety Management 1548 The Greens Way Jacksonville, FL 32250 INVOICE 06-0524-913

DATE 03/23/2022 TERMS Due on receipt

**DUE DATE 03/23/2022** 

DESCRIPTION	QTY	RATE	AMOUNT
Waterout Service Item  Maderia Community Development District  Attention: Lesley Gallagher	1	17,500.00	17,500.00
C/O: Doug Maier Ponxe Associates 1548 The Greens Way Jacksonville Beach, FL 32250			
Maderia Common Area Landscape/Hardscape Amenity Restoration			
Install similar Fencing and New posts in each of the common areas			
Spot Sand and Repaint existing Trellace and Bench			

TOTAL DUE \$17,500.00

# **TAB 13**

Smith Electrical Inc.

PO Box 9023 St Augustine, FL 32085

# **Estimate**

Estimate #	Date
GlobeClean	3/31/2022

Na	am	e /	Α	dd	ress

Madeira CDD c/o: RIZZETTA & COMPANY, INC. 2806 N. 5th Street, Suite 403 St. Augustine, FL 32084 1-904-436-6270

Item	Description	Qty	Rate	Total
Quote	Remove, clean, and replace the globes to the light fixtures.  ***This is a CAP at \$2000, we will track hours and bill accordingly.	Qty 1	2,000.00	2,000.00

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any variation or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond

our control. Owners to carry fire, tornado and other necessary insurance.

Total

\$2,000.00

Signature

Phone #	Fax #	E-mail	Web Site
9048290899	904-829-0259	smithelectric08@gmail.com	staugustineelectric.com





# **TAB 14**

MAP BOOK 113 PAGE 35

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 THE UNSURVEYED SECTIONS 30 AND 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY OF ST, AUGUSTINE, ST, JOHNS COUNTY, FLORIDA.

SHEET 1 OF 14 SHEETS SEE SHEET 3 FOR GENERAL NOTES & LEGEND

CAPTION

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 THE UNSURVEYED SECTIONS 30 AND 31, TOWNSHIP 6 SOUTH, RANGE 30

EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE MOST SOUTHERLY CORNER OF TRACT C4, AS SHOWN ON 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 SOUTHERLY, WESTERLY, EASTERLY, SOUTHWESTERLY AND SOUTHEASTERLY, ALONG THE EASTERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1B, RUN THE FOLLOWING FOURTEEN (14) COURSES AND DISTANCES: COURSE NO. 1; SOUTH 07'23'50" WEST, 64.94 FEET; COURSE NO. 2; NORTH 71'47'09" WEST, 28.36 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING WESTERLY; COURSE NO. 3; WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 100.00 FEET, AN ARC DISTANCE OF 21.63 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 77'58'58" WEST, 21.59 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING WESTERLY; COURSE NO. 4: WESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 217.00 FEET, AN ARC DISTANCE OF 40.54 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 78'49'38" WEST, 40.48 FEET; COURSE NO. 5: SOUTH 18'12'51" WEST, 115.03 FEET, TO THE ARC OF A CURVE LEADING EASTERLY; COURSE NO. 6: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 332.00 FEET, AN ARC DISTANCE OF 1.51 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 73'01'11" EAST, 1.51 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING SOUTHERLY; COURSE NO. 7; SOUTHERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 59.37 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 05'07'10" EAST, 46.37 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 8: SOUTH 62'54'39" WEST, 106.82 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 9: SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 45.00 FEET, AN ARC DISTANCE OF 28.86 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 44'32'24" WEST, 28.37 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 10; SOUTH 26'10'08" WEST, 22.21 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 11; SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 31.75 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 62'33'09" WEST, 29.66 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 12: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 838.50 FEET, AN ARC DISTANCE OF 273.92 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 47'52'03" EAST, 272.70 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; COURSE NO. 13; SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 561.19 FEET, AN ARC DISTANCE OF 337.23 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 31'14'16" WEST, 332.18 FEET, TO THE POINT OF TANGENCY OF SAID CURVE; COURSE NO. 14: SOUTH 48'27'10" WEST, 698.31 FEET, TO THE EASTERLY LINE OF THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1A, AS RECORDED IN MAP BOOK 63, PAGES 24 THROUGH 31, INCLUSIVE, OF SAID PUBLIC RECORDS; THENCE SOUTHERLY, ALONG LAST SAID LINE, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1: SOUTH 15'34'01" EAST, 630.75 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; COURSE NO. 2: SOUTHEASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 315.00 FEET, AN ARC DISTANCE OF 197.76 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 33'33'07" EAST, 194.52 FEET; COURSE NO. 3: SOUTH 11'52'15" EAST, 26.40 FEET, TO THE NORTHERLY LINE OF THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 2A UNIT 1, AS RECORDED IN MAP BOOK 102, PAGES 49 THROUGH 61, INCLUSIVE, OF SAID PUBLIC RECORDS, AND THE ARC OF A CURVE LEADING EASTERLY; THENCE EASTERLY AND SOUTHEASTERLY, ALONG LAST SAID LINE RUN THE FOLLOWING FIVE (5) COURSES AND DISTANCES: COURSE NO. 1; EASTERLY ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 440.00 FEET, AN ARC DISTANCE OF 136.41 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 75'50'11" EAST, 135.87 FEET, TO THE POINT OF REVERSE CURVATURE OF A CURVE LEADING EASTERLY; COURSE NO. 2: EASTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 25.00 FEET, AN ARC DISTANCE OF 38.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD RADIUS OF 25.00 FEET, AND ARC DISTANCE OF 38.45 FEET, SAID ARC BEING SUBTENDED BY A CHORD RADIUS OF STATE OF NORTH 68'59'24" EAST, 34.77 FEET; COURSE NO. 3; SOUTH 56'48'54" EAST, 60.49 FEET; COURSE NO. 4: SOUTH 61'55'16" EAST, 264.70 FEET; COURSE NO. 5: SOUTH 32'54'38" EAST, 8.10 FEET; THENCE NORTH 66'04'46" EAST, 95.06 FEET; THENCE NORTH 12'46'53" WEST, 224.51 FEET; THENCE NORTH 01'18'02" EAST, 599.89 FEET; THENCE NORTH 31'30'26" WEST, 262.95 FEET; THENCE NORTH 61'16'47" EAST, 89.13 FEET; THENCE SOUTH 41'41'08" EAST, 382.79 FEET; THENCE NORTH 71'59'38" EAST, 362.57 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE 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; THENCE SOUTH 26'29'00" EAST, 6.37 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING SOUTHEASTERLY; THENCE 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; THENCE 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; THENCE SOUTH 22'05'25" EAST, 50.00 FEET, TO THE ARC OF A CURVE LEADING SOUTHEASTERLY; THENCE 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; THENCE NORTH 80'07'55" EAST, 54.23 FEET, TO THE ARC OF A CURVE LEADING NORTHERLY; THENCE 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; THENCE 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; THENCE NORTH 72'20'02" EAST, 192.50 FEET; THENCE NORTH 26'29'00" WEST, 347.43 FEET, TO THE ARC OF A CURVE LEADING NORTHEASTERLY; THENCE 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; THENCE NORTH 63'31'00" EAST, 110.97 FEET, TO THE POINT OF CURVATURE OF A CURVE LEADING EASTERLY; THENCE 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; THENCE NORTH 63"31"00" EAST, 60.00 FEET; THENCE NORTH 26"29"00" WEST, 55.00 FEET; THENCE NORTH 63"31"00" EAST, 28.33 FEET; THENCE NORTH 30"20"24" WEST, 41.05 FEET; THENCE NORTH 04'52'20" EAST, 75.12 FEET; THENCE NORTH 42'39'54" EAST, 269.26 FEET; THENCE NORTH 09'04'21" EAST, 105.12 FEET; THENCE NORTH 31'05'50" WEST, 296.30 FEET; THENCE NORTH 11'50'27" WEST, 107.67 FEET; THENCE NORTH 40'19'45" WEST, 287.45 FEET; THENCE NORTH 23'16'49" WEST, 717.26 FEET; THENCE NORTH 65'25'55" WEST, 271.73 FEET; THENCE SOUTH 32'10'52" WEST, 370.19 FEET; THENCE NORTH 57'49'08" WEST, 33.87 FEET; THENCE SOUTH 32'10'52" WEST, 97.68 FEET; THENCE SOUTH 06'01'01" EAST, 161.21 FEET, TO THE NORTHERLY LINE OF AFORESAID PLAT MADEIRA AT ST. AUGUSTINE PHASE 1B: THENCE SOUTHEASTERLY AND SOUTHERLY. ALONG SAID NORTHERLY LINE OF SAID PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1B, RUN THE FOLLOWING THREE (3) COURSES AND DISTANCES: COURSE NO. 1; SOUTH 57'49'08" EAST, 90.00 FEET; COURSE NO. 2: SOUTH 38'54'29" EAST, 75.10 FEET; COURSE NO. 3: SOUTH 18'12'51" WEST, 256.03 FEET, TO THE

CONTAINING 60.13 ACRES, MORE OR LESS.

# 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 STATUTE, 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 15TH DAY OF FEBRUARY 2022, A.D.

MICHAEL J. COLLIGAN REGISTERED LAND SURVEYOR NO. 6788

CLARY AND ASSOCIATES

3830 CROWN POINT ROAD JACKSONVILLE, FLORIDA 32257

STATE OF

CERTIFICATE OF APPROVAL AND ACCEPTANCE
THIS IS TO CERTIFY THAT ON THIS DAY, OF DAY, OF DAY, OF ST. ADECEPTANCE ST. ADECEPTANCE

MAYOR-COMMISSIONER

SUBDIVISION.

CERTIFICATE OF THE 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 PART 1, CHAPTER 177, FLORIDA STATUTES, AND IS RECORDED IN MAP BOOK PAGES THROUGH 18 OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA ON THIS 15 DAY OF COUNTY.

RANDON PATTY ST. JOHNS COUNTY CLERK OF THE CIRCUIT COURT

CERTIFICATE OF THE CITY ATTORNEY 

CITY OF ST. AUGUSTINE, CITY ATTORNEY

CERTIFICATE OF CITY FINANCE DIRECTOR 

CITY OF ST. AUGUSTINE, CITY FINANCE DIRECTOR

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 WATCH., 2022.

CITY OF ST. AUGUSTINE, CITY MANAGER

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 

CITY OF ST. AUGUSTINE, DIRECTOR OF PLANNING AND BUILDING

\_\_\_, 2022.

CERTIFICATE OF CITY PUBLIC WORKS DEPARTMENT 

111 CITY OF ST. AUGUSTINE, DIRECTOR OF PUBLIC WORKS

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

C. WILLIAM FAUST, JII,

LS# 6600

**REVIEWS** 

OFFICE: FIELD:

PRMS:

CHECKED BY DRAFT: CLOSURES/DATA: COVER SHEET:

5 PB 15 R F

PROFESSIONAL SURVEYORS & MAPPERS LB NO. 3731 3830 CROWN POINT ROAD JACKSONVILLE, FLORIDA 32257 (904) 260-2703 WWW.CLARYASSOC.COM

MAP BOOK 113 PAGE 36

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 THE UNSURVEYED SECTIONS 30 AND 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA.

SHEET 2 OF 14 SHEETS SEE SHEET 3 FOR GENERAL NOTES & LEGEND

## ADOPTION & DEDICATION

THIS IS TO CERTIFY THAT PONCE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY UNDER THE LAWS OF THE STATE OF FLORIDA, (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 1C, THAT IT HAS 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 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 AND JOINS

THE ROAD RIGHTS-OF-WAY DESIGNATED IN THE PLAT AS PANTANO DRIVE, PASARELA DRIVE, TESORO TERRACE AND VEGA COURT, THE UNOBSTRUCTED DRAINAGE EASEMENTS, STORMWATER MANAGEMENT FACILITIES AND DRAINAGE EASEMENTS, AND PRIVATE UTILITY & ACCESS EASEMENTS DESIGNATED ON THIS PLAT, ARE HEREBY RESERVED TO THE PRIVATE USE OF PONCE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS OWNER OF THE PROPERTY, AND TO USE OF OWNER'S LEGAL SUCCESSORS-IN-INTEREST, GRANTEES AND ASSIGNS, INCLUDING, BUT NOT LIMITED TO, THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT (THE "DISTRICT") ESTABLISHED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, 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. ALL DRIVES AND TRACES ARE HEREBY RESERVED TO THE PRIVATE USE OF PONCE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS OWNER OF THE PROPERTY, AND TO USE OF OWNER'S LEGAL SUCCESSORS-IN-INTEREST, GRANTEES 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. PONCE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, 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.

PONCE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THEIR 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 TRACES SUBJECT TO THE PRECEDING PROVISIONS. PONCE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, 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 PONCE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND PONCE INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, MAY CAUSE A DISTURBANCE ON ANY OF THE LANDS SHOWN ON THIS PLAT.

PONCE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS, HEREBY RESERVES THE RIGHT AND PRIVILEGE, AS TO THE PROPERTY THEY OWN, 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 2, 4, 5, 6, 7, 9, 10, 11, 13, 14, 15 & 16 (OPEN SPACE), ARE HEREBY RESERVED TO THE PRIVATE USE OF PONCE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND PONCE INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS OWNER OF THE PROPERTY, AND TO USE OF OWNER'S LEGAL SUCCESSORS-IN-INTEREST, GRANTEES 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.

UNOBSTRUCTED UTILITY & ACCESS EASEMENTS, AND ALL WATER AND SEWER EASEMENTS SHOWN HEREON ARE HEREBY IRREVOCABLY DEDICATED TO THE CITY OF ST AUGUSTINE, FLORIDA, ITS SUCCESSORS AND ASSIGNS (THE "CITY"), FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF CITY UTILITY DEPARTMENT UTILITIES, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS TO AND OVER SAID ROAD RIGHTS-OF-WAY DESIGNATED ON THIS PLAT AS PANTANO DRIVE, PASARELA DRIVE, TESORO TERRACE AND VEGA COURT.

TRACT 8 (PUMP STATION) IS HEREBY IRREVOCABLY DEDICATED TO THE CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA, ITS SUCCESSORS AND ASSIGNS, FOR ITS EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF CITY UTILITY DEPARTMENT UTILITIES ...

TRACT 12 (25 FOOT UTILITY EASEMENT), IS HEREBY RESERVED TO THE PRIVATE USE OF PONCE ASSOCIATES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AND PONCE INVESTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, AS OWNER OF THE PROPERTY, AND TO USE OF OWNER'S LEGAL SUCCESSORS-IN- INTEREST, GRANTEES 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.

AN UNOBSTRUCTED UTILITY & ACCESS EASEMENT TRACT 12 (25 FOOT UTILITY EASEMENT) IS HEREBY IRREVOCABLY DEDICATED TO THE CITY OF ST AUGUSTINE, FLORIDA, ITS SUCCESSORS AND ASSIGNS (THE "CITY"), FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF CITY UTILITY DEPARTMENT UTILITIES.

MADEIRA COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS ARE DEDICATED TRACTS 1 AND 3 (STORMWATER MANAGEMENT FACILITY), AND THE STORMWATER MANAGEMENT FACILITY & DRAINAGE EASEMENTS, 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 TRACTS TRACTS 1 AND 3 (STORMWATER MANAGEMENT FACILITY), AND LAKE & DRAINAGE EASEMENTS LOCATED ON SAID MADEIRA AT ST. AUGUSTINE PHASE 1C.

MADEIRA COMMUNITY DEVELOPMENT 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 TRACTS 1 AND 3 (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.

OWNER HEREBY IRREVOCABLY AND WITHOUT RESERVATION DEDICATES TO CITY OF ST. AUGUSTINE, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE EASEMENT OVER, UPON AND UNDER THE ROAD RIGHTS-OF-WAY DESIGNATED ON THIS PLAT PANTANO DRIVE, PASARELA DRIVE, TESORO TERRACE AND VEGA COURT, FOR ITS NON-EXCLUSIVE USE IN CONJUNCTION WITH THE INSTALLATION, MAINTENANCE, AND USE OF CITY PUBLIC WORKS DEPARTMENT UTILITIES, TOGETHER WITH THE RIGHT OF CITY OF ST. AUGUSTINE, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS TO AND OVER SAID ROAD RIGHTS-OF-WAY DESIGNATED ON THIS PLAT AS PANTANO DRIVE, PASARELA DRIVE, TESORO TERRACE AND VEGA COURT.

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 15TH DAY OF FEBRUARY

## 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, PURSUANT TO THE FOLLOWING INSTRUMENTS: (I) NOTICE OF ESTABLISHMENT OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK 2728, PAGE 784; (II) DECLARATION OF CONSENT TO JURISDICTION OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT AND TO IMPOSITION OF SPECIAL ASSESSMENTS; (III) NOTICE OF PUBLIC FINANCING MADEIRA COMMUNITY DEVELOPMENT DISTRICT RECORDED IN OFFICIAL RECORDS BOOK \_\_\_\_\_, PAGE \_\_\_\_ OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA. 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

NOTARY FOR MADEIRA COMMUNITY DEVELOPMENT DISTRICT

STATE OF Florida COUNTY OF DIANG!

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [1] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 15th DAY OF A.D., 2022, BY DOUGH NOTARIZATION, THIS 15th DAY 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

NOTARY PUBLIC, STATE OF FLORIDA
NAME: KNOWER SAMOROS MY COMMISSION EXPIRES: June 11, 2:021 MY COMMISSION NUMBER IS: 44-9533



PONCE ASSOCIATES, LLC. A FLORIDA LIMITED LIABILITY COMPANY

DOUGLAS MAIER VICE PRESIDENT PONCE ASSOCIATES, LLC,

A FLORIDA LIMITED LIABILITY COMPANY

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

STATE OF Florida

COUNTY OF DUVA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF [ ] PHYSICAL PRESENCE OR [ ] ONLINE NOTARIZATION, THIS 15 TO DAY OF 15 A.D., 2022, 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

NOTARY PUBLIC, STATE OF FLORIDA
NAME: Lennifer Samonicao MY COMMISSION EXPIRES: June 11,2024 MY COMMISSION NUMBER IS: UH 9533





MAP BOOK 113 PAGE 37

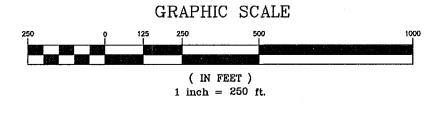
A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 54, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF THE UNSURVEYED SECTIONS 30 AND 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA.

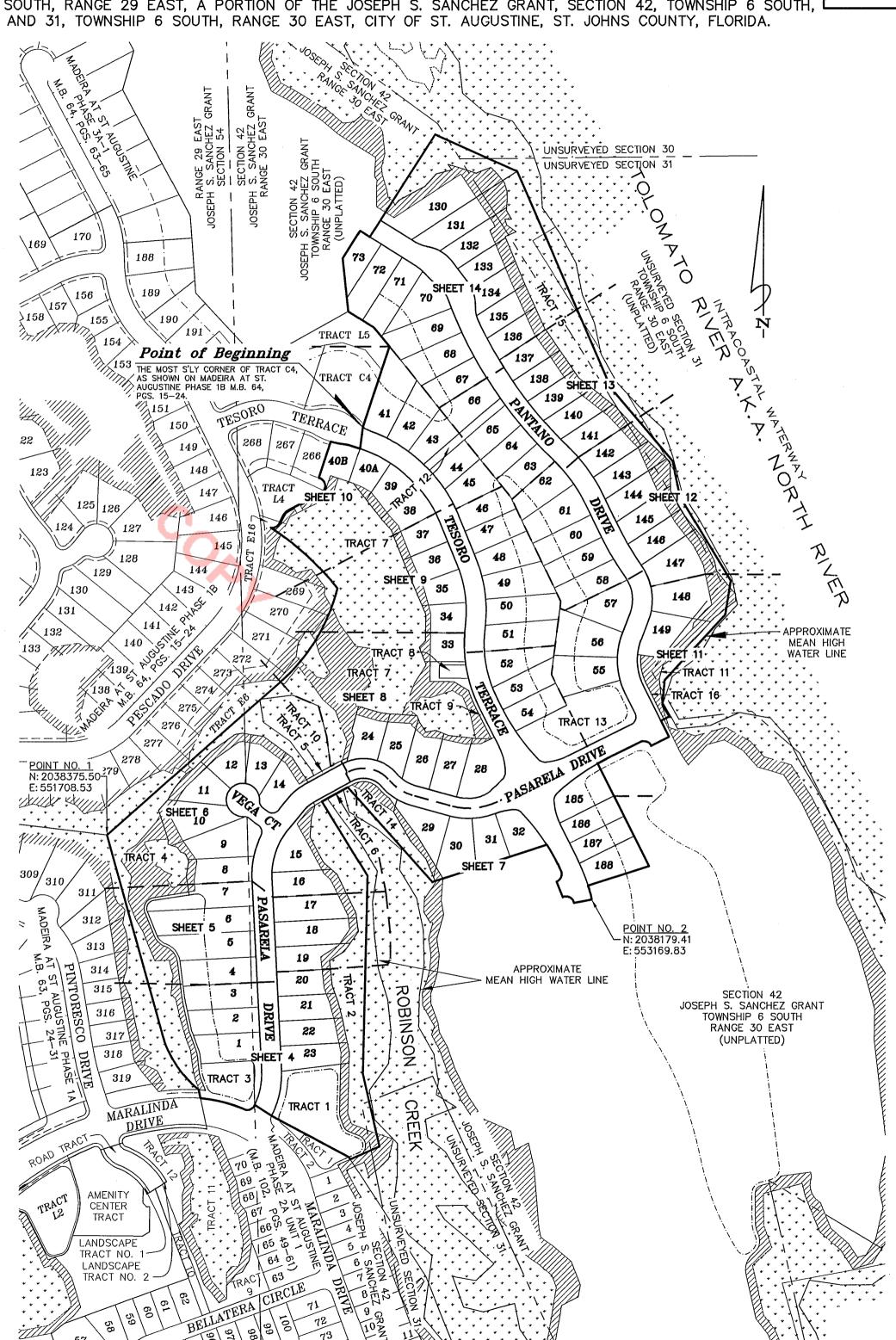
# General Notes

- I. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTHEASTERLY LINE OF TRACT C4 AS \$18'12'51"W, PER STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE, NORTH AMERICAN DATUM 1983/1990 NGS ADJUSTMENT.
- 2. 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 (G029) 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)

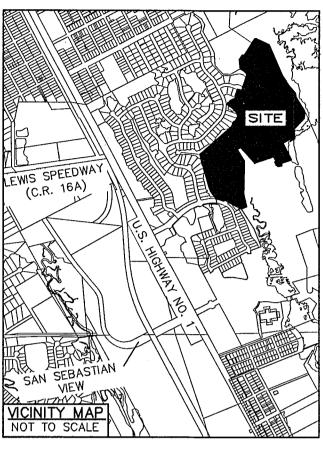
POINT #	NORTHING	EASTING	DESCRIPTION
1	2038375.50	551708.53	MOST W'LY CORNER TRACT 4
2	2038179.41	553169.83	MOST SE'LY CORNER TESORO TERRACE

- 3. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION 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)
- 4. BEARINGS AND DISTANCES SHOWN ON CURVES REFER TO CHORD BEARINGS AND DISTANCES.
- 5. THE TABULATED CURVE TABLE(S) SHOWN ON EACH SHEET IS APPLICABLE ONLY TO THE CURVES THAT APPEAR ON THAT SHEET.
- 6. LAKES AND TOP OF BANK THE 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.
- 7. 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.
- 8. CONSERVATION EASEMENTS SHOWN HEREON, RECORDED IN OFFICIAL RECORDS 2808, PAGE 1469, 4388 AND PAGE 1822 AND 2778, PAGE 50 OF THE PUBLIC RECORDS OF ST JOHNS COUNTY, FLORIDA, EXCEPT FOR CONSERVATION EASEMENT NO. 15 WHICH IS NOT RECORDED AT THIS TIME.
- 9. UPLAND BUFFERS ADJACENT TO WETLANDS ARE TO REMAIN NATURAL, VEGETATIVE, AND UNDISTURBED.
- 10. THIS PHASE OF DEVELOPMENT WILL HAVE A MAXIMUM LOT COVERAGE OF 50%. PER PLANNING AND BUILDING DEPARTMENT.
- 11. ALL POINTS OF SERVICE FOR UTILITY SERVICE WILL BE AT THE RIGHT OF WAY LINE(S).
- 12. THE LANDS SHOWN HEREON ARE SUBJECT A DECLARATION OF RESTRICTIVE COVENNANTS FOR PHASE 1C, TO BE RECORDED.
- 13. THE LANDS SHOWN HEREON ARE SUBJECT TO THE FOLLOWING:





SHEET 3 OF 14 SHEETS
98 LOTS, 16 TRACTS IN THIS PHASE



# <u>LEGEND</u>

R/W = RIGHT OF WAY
R = RADIUS
CH = CHORD
L = ARC LENGTH
Δ = DELTA
L4 = TABULATED LINE DATA
C4 = TABULATED CURVE DATA
R.P. = RADIUS POINT
O.R.B. = OFFICIAL RECORDS BOOK
M.B. = MAP BOOK
PG.(S) = PAGE(S)
P.C. = POINT OF CURVATURE
P.T. = POINT OF TANGENCY
P.R.C. = POINT OF REVERSE CURVE

P.R.C. = POINT OF REVERSE CURVE
P.C.C. = POINT OF COMPOUND CURVE
U.D.E. = UNOBSTRUCTED DRAINAGE EASEMENT
P.D.E. = PRIVATE DRAINAGE EASEMENT
V.W.P.D.E. = VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT
ATB = APPROXIMATE TOP OF BANK

S.M.F. = STORMWATER MANAGEMENT FACILITY
JWL = JURISDICTIONAL WETLAND LINE
T.C.E. = TELECOMMUNICATIONS EASEMENT
FPLE = FLORIDA POWER & LIGHT EASEMENT
T.L.O. = TRAVERSE LINE ONLY
D.E. = DRAINAGE EASEMENT
C.E. = CONSERVATION EASEMENT
NO. = NUMBER

= CENTERLINE

(R) = LOT LINE RADIAL TO R/W
A.K.A. = ALSO KNOWN AS

[FPLE] = BRACKETS INDICATE EASEMENTS
RECORDED IN MADEIRA AT ST AUGUSTINE
PHASE 1A (M.B. 63, PGS. 24-31)

= FOUND 4" x 4" CONCRETE MONUMENT STAMPED "P.R.M. LB 3731" (UNLESS OTHERWISE NOTED) = SET 4" x 4" CONCRETE MONUMENT

STAMPED "P.R.M. LB 3731"
(UNLESS OTHERWISE NOTED)

= FOUND 5/8" REBAR STAMPED "P.R.M. LB 3731

FOUND 5/8" REBAR STAMPED "P.R.M. LB 37 (UNLESS OTHERWISE NOTED)
 SET 5/8" REBAR STAMPED "P.R.M. LB 3731"

(UNLESS OTHERWISE NOTED)

SET PERMANENT CONTROL POINT
STAMPED "P.C.P. LB 3731"



DENOTES JURISDICTIONAL WETLANDS



DENOTES UPLAND BUFFER (NATURAL VEGETATIVE UPLAND BUFFER)

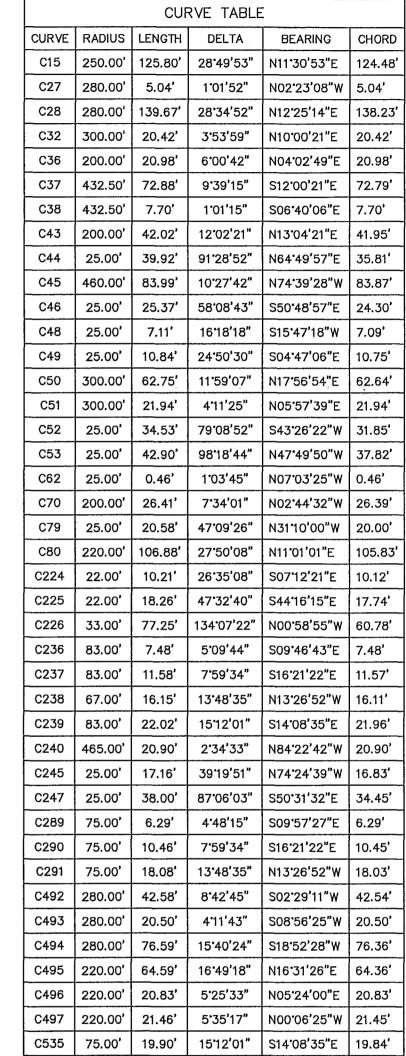
COORDINATES SHOWN HEREON ARE PER ST. JOHNS COUNTY REQUIREMENTS ONLY, AND ARE NOT INTENDED FOR CONSTRUCTION PURPOSES.



# Madeira At St. Augustine Phase 1C 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 THE UNSURVEYED SECTIONS 30 AND 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA.

MAP BOOK 113 PAGE 38

SHEET 4 OF 14 SHEETS SEE SHEET 3 FOR GENERAL NOTES & LEGEND

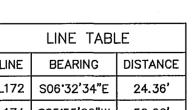




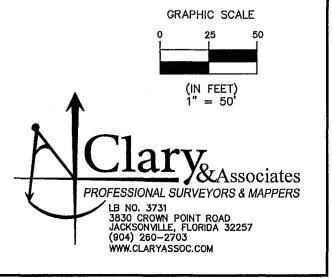
DENOTES JURISDICTIONAL WETLANDS

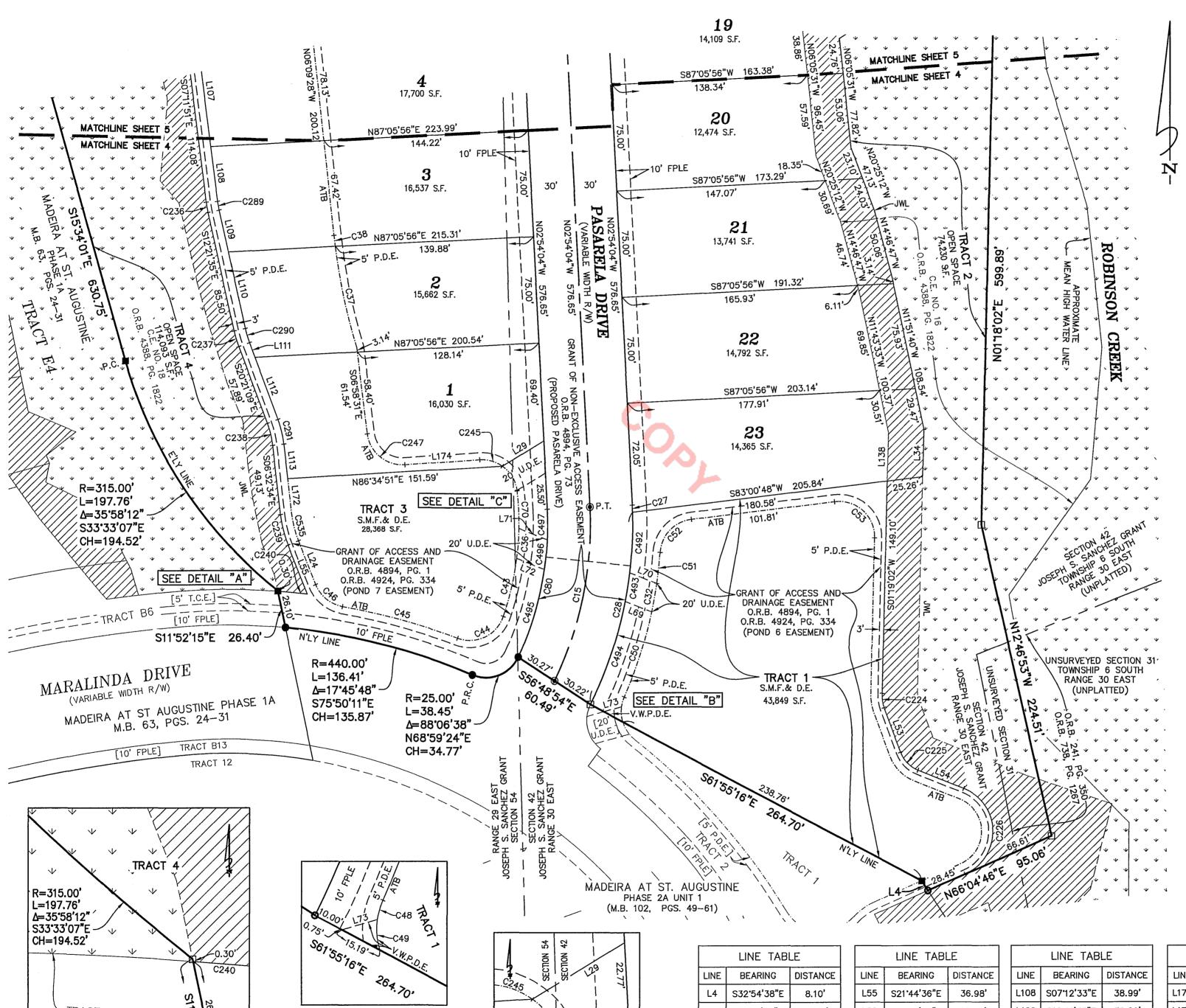


DENOTES UPLAND BUFFER (NATURAL VEGETATIVE UPLAND BUFFER)



LINE TABLE			
LINE	BEARING	DISTANCE	
L172	S06'32'34"E	24.36'	
L174	S85'55'26"W	52.60'	





C62-

C70-

DETAIL "C" NOT TO SCALE

LINE

L4

L34

BEARING

S32'54'38"E

N01'19'32"E

N68'02'35"W

L24 | S21'44'36"E

L29 N58'31'19"E

L30 | S58'31'19"W

L53 N20'29'55"W

DISTANCE

8.10'

33.08

34.15

23.37

33.40'

33.46'

34.51

LINE

L55

BEARING

S21'44'36"E

L69 N68'24'49"W

L70 N68'24'49"W

L71 N68'24'49"W

L72 N68'24'49"W

L73 N74'03'27"E

L107 | S07'12'33"E

DISTANCE

36.98

19.92

20.31

21.44'

20.93

13.00'

77.32

LINE

BEARING

L108 | S07'12'33"E

L109 S12'21'35"E

L110 S12'21'35"E

L111 S20'21'09"E

L112 | S20'21'09"E

L113 S06'32'34"E

L138 | N01'19'02"E

DISTANCE

38.99'

30.29'

55.22'

10.86

47.03

24.56'

C240

DETAIL "B" NOT TO SCALE

1.52,15 26.40

DETAIL "A"

NOT TO SCALE

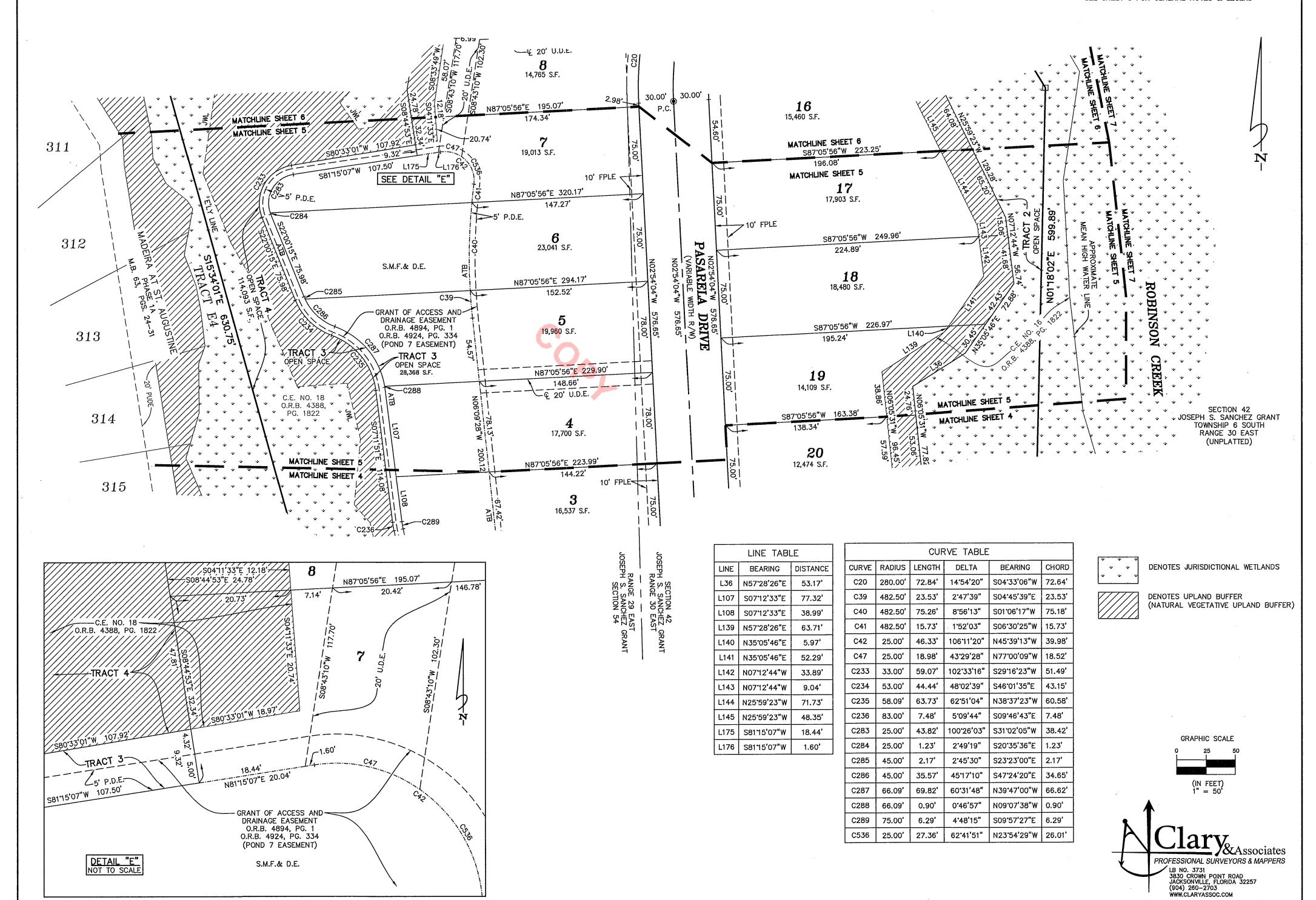
-TRACT B6

[5' T.C.E.]

MAP BOOK 113 PAGE 39

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 THE UNSURVEYED SECTIONS 30 AND 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA.

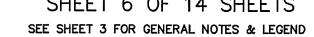
SHEET 5 OF 14 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND

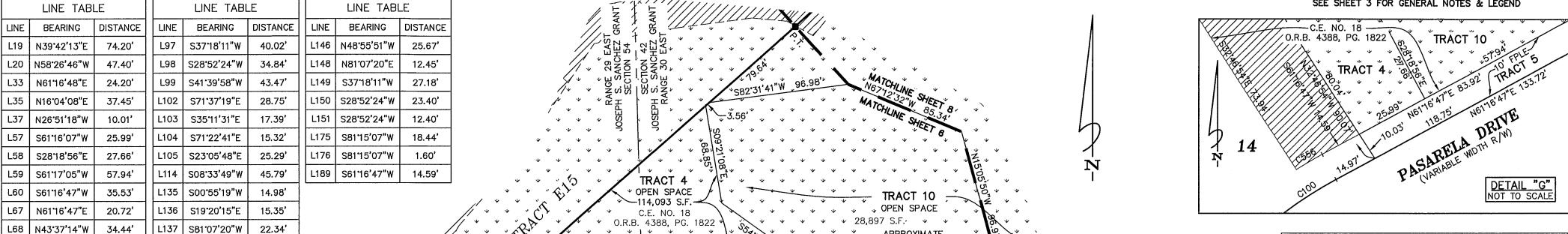


# Madeira At St. Augustine Phase 1C A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 54, TOWNSHIP 6 SOUTH, RANGE 29 EAST, A PORTION OF THE JOSEPH S. SANCHEZ GRANT, SECTION 42, TOWNSHIP 6 SOUTH, RANGE 30 EAST, AND A PORTION OF THE UNSURVEYED SECTIONS 30 AND 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA.

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SHEET 6 OF 14 SHEETS





L67 N61'16'47"E 20.72' L136 S19'20'15"E 15.35'		093 S.F. OPEN SPACE	[NOT TO SCALE]
	C.E. V V V O.R.B. 43	NO. 18	
L68 N43°37'14"W 34.44' L137 S81°07'20"W 22.34'		APPROXIMATE  APPROXIMATE  APPROXIMATE  APPROXIMATE	CURVE TABLE
L95 S56~16'03"W 24.68' L144 N25°59'23"W 71.73'	1131 N80	53'01"W 62.66'	
L96         S4214'06"W         20.05'         L145         N25'59'23"W         48.35'		7/37.19:7	CURVE RADIUS LENGTH DELTA BEARING CHORD
	N80'53 22.4	'01"W 52.70'	C16 250.00' 168.27' 38'33'50" \$16'22'51"W 165.11'
		30.27 SS 10.27 SS 10.	C17 250.00' 17.63' 4'02'27" S37'41'00"W 17.63'
	25 iv 1/// 12 L148-)		C18   125.00'   47.07'   21'34'34"   S50'29'30"W   46.79'
		10. 00.00 × 10	C20 280.00' 72.84' 14'54'20" S04'33'06"W 72.64'
	1/////////		C21 280.00' 66.10' 13'31'36" S18'46'05"W 65.95'
			C22 25.00' 35.99' 82'28'28" N15'42'21"W 32.96'
///.gs`	12 15,131 S.F.		C23 225.00' 32.19' 811'48" S52'50'41"E 32.16'
	10,101 S.F.		C24 95.00' 35.77' 21'34'34" S50'29'30"W 35.56'
		TO THE TOTAL PRINTS OF THE DRIVE OF THE DRIV	C25 220.00' 143.16' 37'16'58" S21'03'44"W 140.64'
A Party			C26 220.00' 20.43' 519'18" S0014'24"E 20.43'
	(A) (C94 (C94 (C94 (C94 (C94 (C94 (C94 (C94	SEE DETAIL "G" NOTH 133.12	C42 25.00' 46.33' 106'11'20" N45'39'13"W 39.98'
* * * * * * * * * * * * * * * * * * *		Co PANARIAN 16 41 1 133.12	C47 25.00' 18.98' 43'29'28" N77'00'09"W 18.52'
	14,491 S.F.	13,338 S.F. C100 6. NO. 12 12 12 12 12 12 12 12 12 12 12 12 12	C60 200.00' 51.75' 14'49'33" S51'02'00"E 51.61'
* * * * * * * * * * * * * * * * * * *	WOARIAR S	T.L.O. N61.70 133.11 0 135.11	C90 25.00' 13.75' 31'30'37" N64'30'06"W 13.58'
	1.14' L150 N84'06'10"W 180.43'	50.00' N61.16'A3 10 N61.16'A3 1	C91 25.00' 5.48' 12'34'12" N86'32'31"W 5.47'
	L151 153.01'		C92 50.00' 62.74' 71'53'47" S56'52'44"E 58.71'
	50.00, 55		C93 50.00' 55.12' 63'09'47" S10'39'03"W 52.37'
	5	C99	C94 50.00' 47.81' 54'47'05" S69'37'29"W 46.01'
+ + + + + + L136+	$10 \qquad \qquad ^{c_{0}} \qquad ^{c_{0}}$	01 \$\frac{1}{10} \frac{1}{10} \	C95 50.00' 61.81' 70'49'50" N47'34'04"W 57.95'
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	20,152 S.F.	25.08' "	C96 50.00' 13.36' 15'18'17" N04'30'00"W 13.32'
	18 18 18 18 18 18 18 18 18 18 18 18 18 1	01 (V) (S27)13:01 "W (S2.08)" (N)	C97 25.00' 23.79' 54'30'50" S24'06'17"E 22.90'
	05. 75. 239.50 0.1 2. 239.50		C98 175.00' 19.74' 6'27'49" S54'35'37"E 19.73'
* * * * * * * * * * * * * * * * * * * *	N68.43.47"E 202.86		C99 25.00' 35.98' 82'28'16" N80'56'21"E 32.96'
TRACT 4	2.64'		C100 155.00' 58.37' 21'34'34" S50'29'30"W 58.02'
OPEN SPACE	21,309 S.F.		C101 250.00' 185.90' 42'36'17" S18'24'05"W 181.64'
114,093 S.F., , , , , , , , , , , , , , , , , , ,	13173		C103 130.00' 13.95' 6'08'59" S64'21'17"W 13.95'
	102,		C249 140.00' 22.63' 9'15'47" S65'54'41"W 22.61'
	N87'05'56"E 162.01'		C292 460.00' 50.29' 6'15'49" S39'38'35"W 50.26'
ST NO. 18 C.E. NO. 18	N87'05'56"E 199.93'	18,377 S.F.	C293 85.00' 27.45' 18'30'17" S52'01'38"W 27.33'
C.E. NO. 18 O.R.B. 4388, PG. 1822  PRACTICAL PROPERTY OF THE P	5.83' 56.99' N87'05'56"E 140.37'	APPROXIMATE APPROX	C490 220.00' 163.59' 42'36'17" S18'24'05"W 159.85'
	© 20' U.D.E.		C498 280.00' 138.95' 28'25'56" N11'18'55"E 137.53'
	* * * ± 5 / 7 / 5 / 5 / 5 / 5 / 5 / 5 / 5 / 5 /	S87.05'56"W 180.53'	C501 25.00' 19.23' 44'04'50" N70'47'12"W 18.76'
	14,765 S.F.	151.63'	C502 50.00' 240.84' 275'58'45" N45'09'45"E 66.93'
	2.98	30.00' 30.00'	ロップ (2536 25.00' 27.36' 62'41'51" N23'54'29"W 26.01'
\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	// * // 00 00 10 00 N87'05'56"E 195.07	10 Y//5\* * * * * * * * * * * * * * * * * * *	
MATCHLINE SHEET 6  MATCHLINE SHEET 5	174.34		전 경 * 변 전 C556   173.53'   10.46'   3'27'13"   S59'27'49"W   10.46'   연 전 전 전 전 전 전 전 전 전 전 전 전 전 전 전 전 전 전
7/// · \ · /////////////////////////////	17"W 107.92' m + C47	MATCHLINE SHEET 6 S87'05'56"W 223.25'	
////\``.\`.\'/////////////////////////	9.32 T C47 19,013 S.F.	S87'05'56"W 223.25' 196.08'	
	-7 50' 1175 / / 1470X2\in	140.00 \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	γ · · ·

196.08 MATCHLINE SHEET 5

17 17,903 S.F.

GRAPHIC SCALE

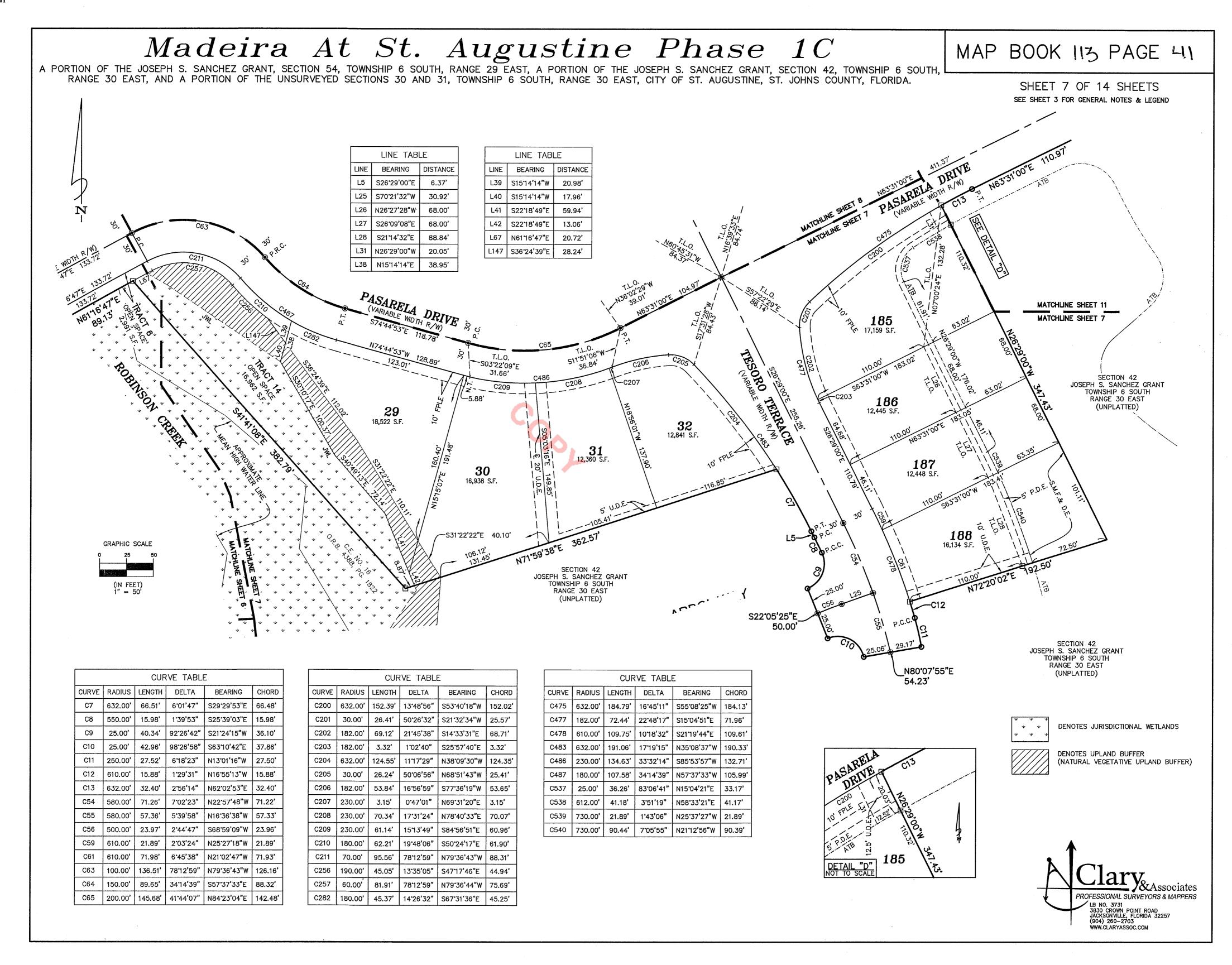
(IN FEET) 1" = 50'

PROFESSIONAL SURVEYORS & MAPPERS LB NO. 3731 3830 CROWN POINT ROAD JACKSONVILLE, FLORIDA 32257 (904) 260-2703 WWW.CLARYASSOC.COM

DENOTES JURISDICTIONAL WETLANDS

(NATURAL VEGETATIVE UPLAND BUFFER)

DENOTES UPLAND BUFFER



2'42'18"

C108

170.00'

C109 | 170.00' | 57.43'

8.03

S76'06'01"E

19°21'24" | S87°07'52"E | 57.16'

8.02

C141

370.00'

C142 | 632.00' |

35.90'

4.84

5\*33'34"

0'26'19"

S23'42'13"E 35.89'

S26'42'09"E 4.84'

C307

C315

450.00'

35.00'

20.00'

39.78

2'32'48"

#### Madeira At St. Augustine Phase 1C MAP BOOK 113 PAGE 42 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 THE UNSURVEYED SECTIONS 30 AND 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA. SHEET 8 OF 14 SHEETS **34** 10,818 S.F. SEE SHEET 3 FOR GENERAL NOTES & LEGEND S89'33'33"E 118.35' L=337.23' 51 `Δ=34**'**25'50" 271 S31'14'16"W CH=332.18' 33 N85'10'22"E 212.79' 10,997 S.F. 10' FPLE -S89'33'33"E 123.08' C116-1-106.61' N89'33'33"W 79.63' TRACT 8 S89'33'33"E 87.93' TRACT 9 20'x20' FPLE-C306 LINE TABLE 10' FPLE乡 S.M.F.& D.E. BEARING DISTANCE **54** L1 20.00' TRACT 9 S26'29'00"E L17 S26'29'00"E 20.00' TRACT 13 S61'16'47"W 35.53 OPEN SPACE TRACT 10 S20'41'09"E 17.04 OPEN SPACE S43'55'50"W 26.73' **APPROXIMATE** MEAN HIGH WATER LINE L84 S20'37'01"E 46.09' 24 L85 N63'31'00"E 10.00' 13,958 S.F. L86 N89'30'15"W 46.46' 15.43'~ 25 L87 29.73 S79'35'24"W 14,564 S.F. 20'x20' FPLE N33'24'20"W 36.15 L89 N2010'33"W 9.57 **26** 15,116 S.F. L90 N2010'33"W 11.21' N85'05'53"W 45.41' **27** 15,426 S.F. 36.44' L92 N86'49'52"W 28 L93 N86'49'52"W 5.66' 18,719 S.F. N81'42'28"W 23.92' GRAPHIC SCALE S2010'33"E 8.73 N63'00'55"E 32.90' PASARELA DRIVE O CO. 10 TRACT 8 L162 S81'42'28"E TESORO (NARIABLE (IN FEET) 1" = 50'S89'33'33"E 87.93' L163 S86°49'52"E 28.36 L164 41.24' S83'29'28"E 20'x20' FPLE-L165 N72°45'05"E 20.00' DENOTES JURISDICTIONAL WETLANDS L166 N7517'53"E 20.00' S11.51,06"M L170 N14'22'44"E 9.88' DENOTES UPLAND BUFFER T.L.O. ~S03'22'09"E (NATURAL VEGETATIVE UPLAND BUFFER) L171 N14'22'44"E 15.57 31.66' CURVE TABLE CURVE TABLE CURVE TABLE CURVE TABLE CURVE RADIUS CHORD CURVE RADIUS CURVE | RADIUS DELTA **BEARING** CHORD CURVE | RADIUS | LENGTH DELTA BEARING CHORD LENGTH DELTA BEARING BEARING CHORD 82.00' 51.62' N65**°**09'18"E | 50.78' 16'37'00" N59'40'34"W 48.26' 100.00' 78'12'59" N79'36'43"W 126.16 C110 36'04'16" C143 632.00' 75.18' 6'48'57" S30'19'48"E C316 | 167.00' 75.14 34'14'39" S57'37'33"E 632.00 4'33'04" N44**'**50'38"E | 50.19' 632.00' S38'39'42"E C317 35.00' 82'21'49" N26'48'10"W 46.09' 150.00' 89.65 C111 50.20' C144 108.62 9'50'52" 108.49' 50.31 41\*44'07" N84°23'04"E C112 30.00' 22.89' 43'42'35" N20°42'48"E | 22.34' C145 5119'07" S6914'42"E C318 | 35.00' 40°51'44" | N06°03'08"W 24.44' 200.00 142.48 30.00' 26.87**'** 25.98' 24.96' 145.68 C113 N13'48'44"W 79.84' N2276'15"W 36.73' 33'40'15" S09'38'52"E 231.70 182.00' 25'20'31" C146 N74°18'23"E C319 8'25'30" 400.00' 80.50 182.00' 68.55 21°34'44" 250.00 36.76 235.07 C320 | 250.00' N10°27'54"W 66.07 C103 S64'21'17"W C115 S11'16'55"E 40.85' C249 15"11'11" 130.00' 6'08'59" 13.95 430.00' 40.87 5'26'44" 140.00' 22.63 9'15'47" S65'54'41"W 22.61 7812'59" 164.00' 130.00' 92.91' 40'56'52" S87'54'12"W C116 430.00' 10.11 1'20'48" S07'53'09"E | 10.11' C299 440.00' 59.60' 7'45'41" N22'36'09"W | 59.56' C508 | 130.00' S79°36'43"E 31'07'08" N56'03'48"W | 69.74' 430.00' 87.93' 11'42'57" S01'21'16"E 87.77' C304 430.00' 69.31' S21°51'57"E C509 | 120.00' 34'14'39" S57'37'33"E C105 | 130.00' 70.61 9'14'05" 69.23 71.72 22.03,42, S85.46,43,E C106 | 120.00' | 23.65' 11'17'36" S46'09'02"E 23.61' C118 430.00' 20.14' 2'41'03" S05'50'44"W 20.14' C305 430.00' 19.11' 2'32'48" S15'58'31"E 19.11' C510 | 170.00' 65.46 C107 22'57'03" S63'16'21"E 47.75 C140 370.00' S1212'54"E | 112.05' C306 C515 | 430.00' 252.70' 33.40,15" N09.38,52"W LB NO. 3731 3830 CROWN POINT ROAD JACKSONVILLE, FLORIDA 32257 (904) 260-2703 112.48' 17'25'04" 430.00' 5.23 0°41'50" S14'21'11"E 5.23' 120.00 48.07

S15'58'31"E

65'06'55" | N83'55'32"W | 37.67'

20.00'

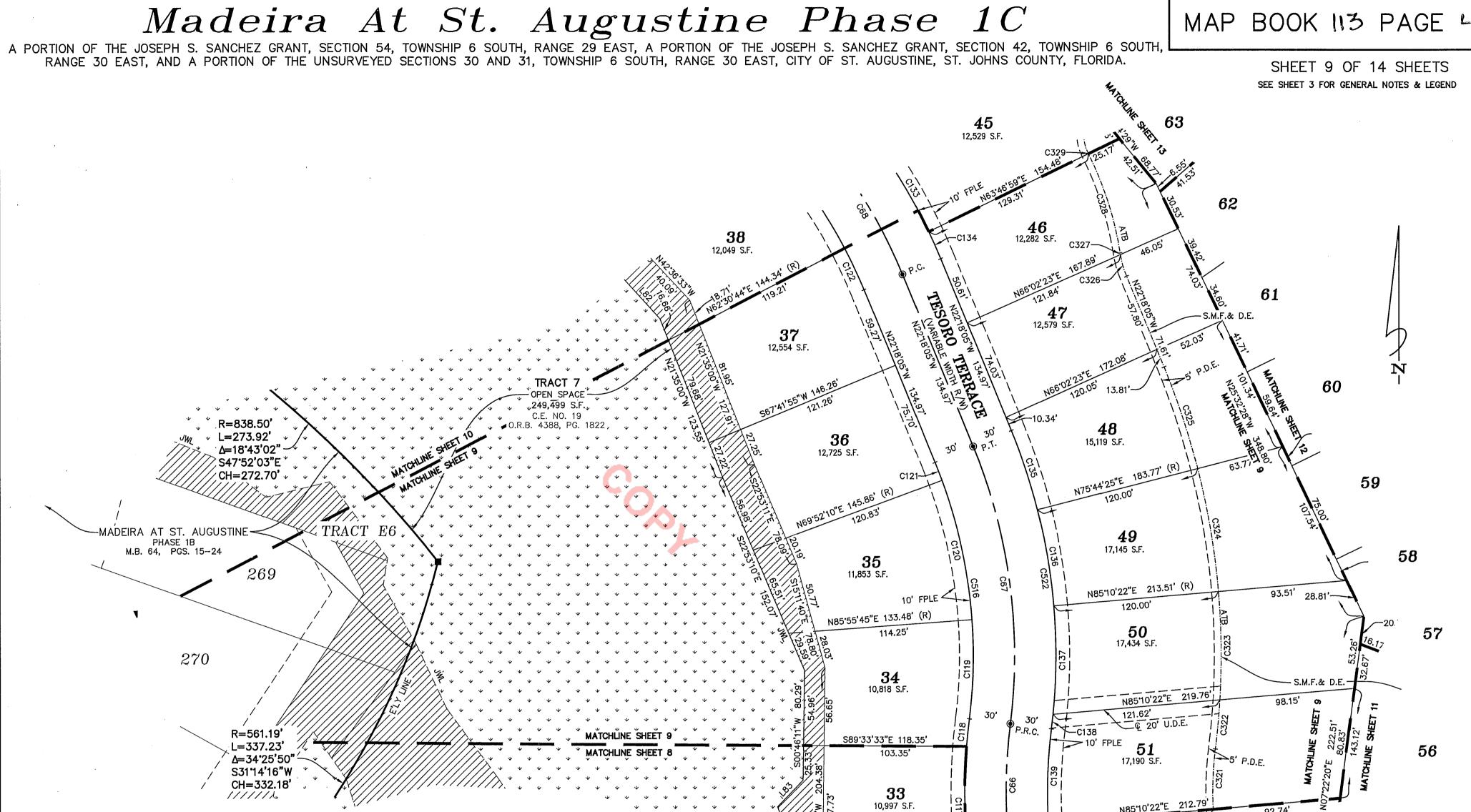
C523 370.00°

217.44'

33'40'15" | S09'38'52"E

C524 | 632.00' | 188.65' | 17'06'08" | S35'02'04"E | 187.95'

WWW.CLARYASSOC.COM



CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	
C66	400.00'	235.07	33'40'15"	S09'38'52"E	231.70	
C67	400.00'	205.87	29'29'20"	N07'33'25"W	203.61	
C68	400.00'	167.10'	23'56'09"	N34'16'09"W	165.89	
C117	430.00'	87.93'	11'42'57"	S01'21'16"E	87.77	
C118	430.00'	20.14	2'41'03"	S05'50'44"W	20.14'	
C119	370.00'	72.70'	11'15'30"	N01'33'30"E	72.59'	
C120	370.00	103.71	16'03'35"	N12'06'02"W	103.37	
C121	370.00'	14.02	2'10'15"	N21'12'57"W	14.02'	
C122	370.00'	33.49'	5'11'12"	N24'53'41"W	33.48'	

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C133	430.00'	67.81	9'02'09"	N29'40'49"W	67.74
C134	430.00'	21.47'	2'51'40"	N23'43'54"W	21.47'
C135	430.00'	60.35'	8'02'29"	N18'16'50"W	60.30'
C136	430.00'	70.79	9*25'57"	N09'32'37"W	70.71
C137	430.00'	79.45'	10'35'12"	N00°27'58"E	79.34
C138	430.00'	10.72'	1'25'41"	N06'28'24"E	10.72'
C139	370.00'	69.06'	10'41'37"	S01'50'26"W	68.96
C321	250.00'	43.89'	10'03'34"	N02'09'28"E	43.84
C322	550.00'	36.06'	3'45'23"	N05'18'33"E	36.05

CURVE TABLE						
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	
C323	550.00'	79.27	8'15'30"	N00'41'53"W	79.21	
C324	550.00'	90.55	9*25'57"	N09'32'37"W	90.44'	
C325	550.00'	77.19'	8*02'29"	N18'16'50"W	77.13'	
C326	75.00'	16.42'	12'32'31"	N16'01'49"W	16.38'	
C327	75.00'	1.28'	0*58'42"	N09'16'12"W	1.28'	
C328	252.00'	76.69'	17'26'09"	N17'29'56"W	76.39	
C329	252.00'	0.56'	0.07,37,	N26'16'49"W	0.56'	
C516	370.00	190.43	29'29'20"	N07'33'25"W	188.34'	
C522	430.00'	221.31'	29'29'20"	S07'33'25"E	218.88	

	LINE TABLE					
LINE	BEARING	DISTANCE				
L82	S42'12'15"E	40.00'				
L83	S43'55'50"W	26.73'				
L84	S20'37'01"E	46.09'				

TAB	LE
RING	DISTANCE
'15"E	40.00'
'50"W	26 73'



DENOTES JURISDICTIONAL WETLANDS

(NATURAL VEGETATIVE UPLAND BUFFER)

DENOTES UPLAND BUFFER

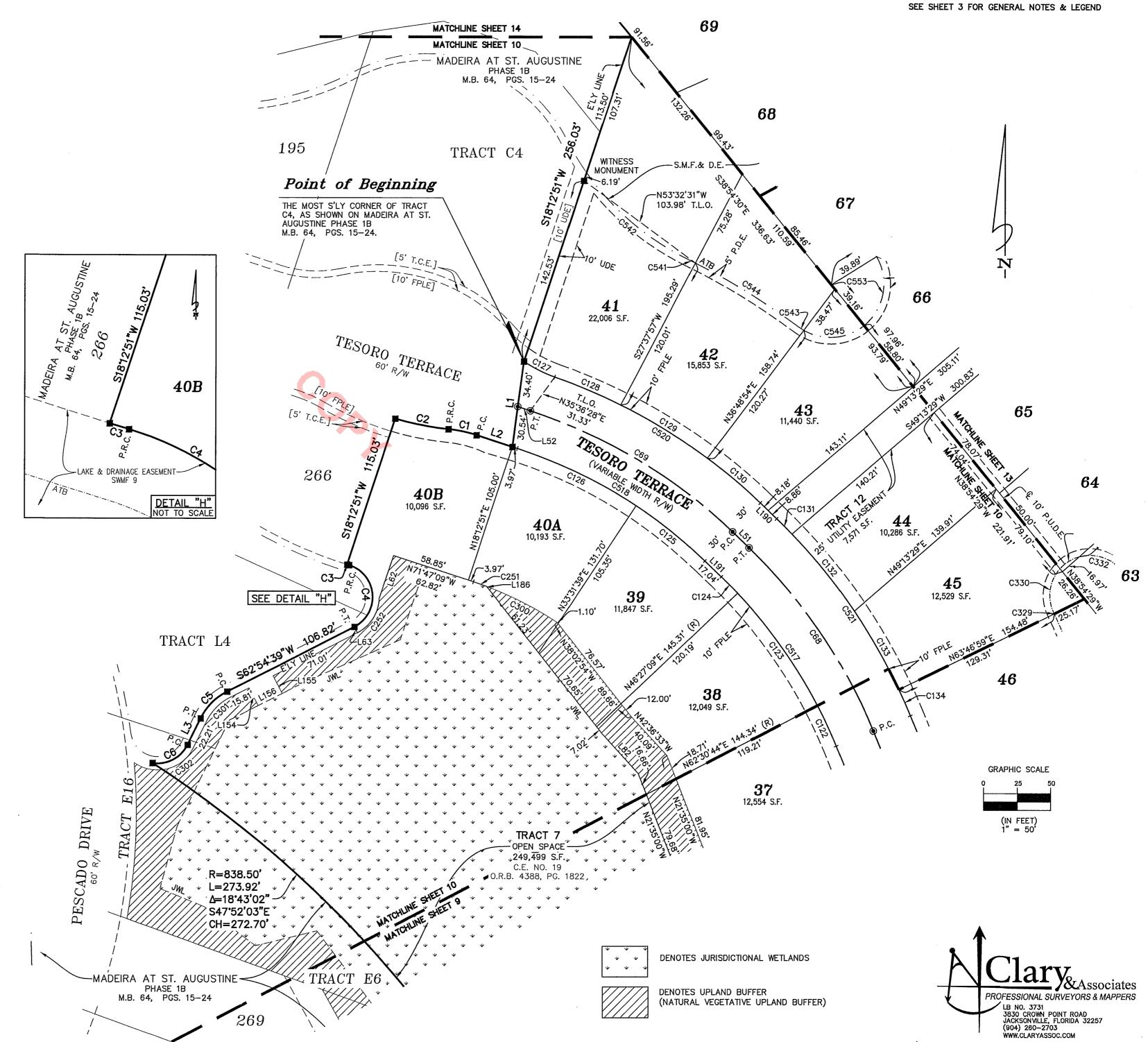
MAP BOOK 113 PAGE 44

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 THE UNSURVEYED SECTIONS 30 AND 31, TOWNSHIP 6 SOUTH, RANGE 30 EAST, CITY OF ST. AUGUSTINE, ST. JOHNS COUNTY, FLORIDA.

SHEET 10 OF 14 SHEETS

	LINE TABLE					
LINE	BEARING	DISTANCE				
L1	S07'23'50"W	64.94'				
L2	N71°47'09"W	28.36'				
L3	S26'10'08"W	22.21'				
L51	S46"14'13"E	17.04'				
L52	S71°47'09"E	9.71'				
L62	N18*39'42"E	33.82'				
L63	S27'05'44"E	5.00'				
L82	S42'12'15"E	40.00'				
L154	N27'02'35"W	15.02'				
L155	S27'02'35"E	15.02'				
L156	N62'57'25"E	20.00'				
L186	S45'07'58"E	2.14'				
L190	S46'14'13"E	17.04'				
L191	S46'14'13"E	17.04'				

		CUI	RVE TABLE		
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	100.00	21.63	12'23'38"	N77'58'58"W	21.59
C2	217.00'	40.54	10'42'17"	N78'49'38"W	40.48'
C3	332.00'	1.51'	0'15'37"	S73'01'11"E	1.51'
C4	25.00'	59.37'	136'03'39"	S05'07'10"E	46.37'
C5	45.00'	28.86'	36*44'31"	S44'32'24"W	28.37
C6	25.00'	31.75'	72'46'01"	S62'33'09"W	29.66'
C68	400.00'	167.10'	23'56'09"	N3416'09"W	165.89
C69	400.00'	178.36'	25'32'55"	N59'00'41"W	176.89
C122	370.00'	33.49'	5"11'12"	N24'53'41"W	33.48'
C123	370.00	103.71	16'03'35"	N35'31'04"W	103.37
C124	370.00'	17.37	2'41'22"	N44°53'32"W	17.37
C125	370.00	66.10'	10'14'08"	N51°21'17"W	66.01
C126	370.00	98.89'	1518'47"	N64'07'45"W	98.59'
C127	100.00'	25.89'	14'50'12"	S63'07'10"E	25.82
C128	430.00'	53.82'	7'10'15"	N66'57'08"W	53.78'
C129	430.00'	76.41	1010'54"	N5816'33"W	76.31'
C130	430.00'	52.14'	6.56,53,	N49°42'40"W	52.11'
C131	430.00'	16.23'	2'09'45"	N45'09'21"W	16.23'
C132	430.00'	74.12'	9*52'35"	N39°08'11"W	74.03'
C133	430.00'	67.81	9'02'09"	N29'40'49"W	67.74
C134	430.00'	21.47	2'51'40"	N23'43'54"W	21.47'
C251	265.00'	10.10'	211'05"	N70°41'36"W	10.10'
C252	30.00'	31.99'	61'05'39"	N32'21'50"E	30.49'
C300	265.00'	59.68'	12.54,13,	N63'08'57"W	59.55'
C301	40.00'	25.65'	36.44,31,	S44'32'24"W	25.21'
C302	30.00'	29.54'	56°24'58"	S54'22'37"W	28.36'
C329	252.00'	0.56'	0'07'37"	N26'16'49"W	0.56'
C330	30.00'	35.67	68.07,28,	N07°43'07"E	33.61'
C331	30.00'	17.33'	33'06'01"	N5819'51"E	17.09'
C332	30.00'	32.01'	61°08'34"	S74'32'52"E	30.52
C517	370.00'	154.57	23'56'09"	N34'16'09"W	153.45
C518	370.00'	164.99	25*32'55"	N59'00'41"W	163.62
C520	430.00'	182.37	24'18'02"	S58'23'15"E	181.01
C521	430.00'	179.64	23'56'09"	S34'16'09"E	178.33
C541	550.00'	6.84'	0'42'44"	N63'30'17"W	6.84'
C542	200.00'	100.49	28*47'18"	N49'28'00"W	99.44'
C543	40.00'	4.54'	6'30'12"	N56'54'31"W	4.54'
C544	550.00'	91.12'	9*29'31"	N58'24'10"W	91.01'
C545	40.00'	47.99'	68'44'51"	S85°27'58"W	45.17'
C553	40.00'	57.15	81*51'33"	S10°09'45"W	52.41'



SHEET 11 OF 14 SHEETS
SEE SHEET 3 FOR GENERAL NOTES & LEGEND

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C13	632.00'	32.40'	2'56'14"	N62'02'53"E	32.40'
C14	25.00'	39.27	90.00,00	S71°29'00"E	35.36'
C58	770.00'	1.37'	0.06,02,	S35'16'21"E	1.37'
C71	200.00'	165.93	47*32'08"	S02*42'56"E	161.21'
C72	150.00'	147.59'	56'22'33"	N07'08'08"W	141.71
C73	800.00'	128.63	9'12'44"	S30'43'02"E	128.49
C143	632.00'	75.18	6*48'57"	S3019'48"E	75.14'
C144	632.00'	108.62	9'50'52"	S38'39'42"E	108.49
C145	30.00'	26.87'	51'19'07"	S6914'42"E	25.98'
C146	182.00'	68.55'	21'34'44"	N7418'23"E	68.14'
C147	25.00'	39.27'	90.00,00,	N18'31'00"E	35.36'
C148	230.00'	44.70'	11.08,10,"	S20'54'55"E	44.63
C149	230.00'	69.86'	17'24'11"	S06°38'44"E	69.59'
C150	230.00'	76.26'	18'59'47"	S11'33'15"W	75.91
C151	120.00'	107.26'	51'12'39"	N04'33'11"W	103.72
C152	120.00'	10.82	5'09'54"	N32*44'27"W	10.81
C153	830.00'	64.75'	4'28'12"	S33'05'18"E	64.74'
C191	180.00'	70.65	22'29'21"	N24'04'44"W	70.20'
C192	180.00'	73.68'	23°27'11"	N01'06'27"W	73.17
C193	180.00'	32.78'	10'26'00"	N15'50'08"E	32.73'
C194	170.00	45.52'	15'20'28"	S13'22'54"W	45.38'
C195	170.00'	95.52'	32"11'40"	S10'23'09"E	94.27
C253	160.24	89.52'	32'00'27"	S10'27'16"E	88.36'
C308	360.00'	119.36	18'59'47"	S11'33'15"W	118.81'
C309	360.00'	78.33'	12'27'59"	S04'10'38"E	78.17'
C310	35.00'	39.82'	65°10'47"	S43'00'01"E	37.70'
C311	35.00'	18.94	31'00'10"	N88°54'31"E	18.71'
C312	35.00'	50.59'	82'49'09"	S65"11'00"E	46.30'
C313	245.00'	11.59'	2'42'35"	S25'07'42"E	11.59'
C314	35.00'	54.98'	90.00,00,	S18'31'00"W	49.50'
C315	35.00'	39.78'	65*06'55"	N83'55'32"W	37.67'
C316	167.00'	48.43'	16'37'00"	N59'40'34"W	48.26'
C317	35.00'	50.31	82'21'49"	N26'48'10"W	46.09'
C318	35.00'	24.96'	40°51′44″	N06'03'08"W	24.44'
C339	35.00'	13.23'	21*39'17"	S23'05'45"E	13.15'
C340	35.00'	20.35	33'19'14"	S04'23'31"W	20.07'
C472	180.00'	177.11	56'22'33"	S07'08'08"E	170.05
C473	170.00'	141.04	47°32'08"	S02'42'56"E	137.03
C524	632.00'	188.65	17'06'08"	S35'02'04"E	187.95'
C528	230.00'	190.82	47'32'08"	N02*42'56"W	185.39
C534	120.00'	118.07	56'22'33"	N07'08'08"W	113.37

<b>19</b>	93.51' 28.81' C339 T N63'53'20"E 733.74' 10' FPLE	C. 21,790 S.F.  21,790 S.F.  N777'09'57"E 205.53' (F) 168.66'  148 25,690 S.F.	MATCHLINE SHEET 12  MATCHLINE SHEET 11
50	20.58'  16.17'  16.17'  56.72'  56.72'  57	S79°22'52"E 181.79' (R)/	)
51	4	15.83'  15.83'	HAND STATE OF THE
52	S87'56'38"E 192.03' 62.03' 130.00' 4.97'  ABB CS28  S55.16'  S87'56'38"E 192.03'  130.00'  552  S52  S53  S53  S54  S55  S55  S65  S67  S67  S67  S67  S67	66.33' N82'05'48"W 93.16'  C473  C473  C3 C	* * * * * * * * * * * * * * * * * * *
53	19,479 S.F.  19,479 S.F.  10' FPLE  180.52'  18	WEAN HIGH	TOLOMATO RIVER A.K.A.
54 L170 13,206 S.F.	TRACT 13 OPEN SPACE 47,660 S.F.	UNSURVEYED SECT JOSEPH S. S RANGE	O SECTION 31 VIVIANCHEZ GRANT 30 EAST
THE COROLLE MOTHER BY CARE	C146  C315  N63'31'00'E	C14 30.000 Na rerulo 28 - ////////	GRAPHIC SCALE  0 25 50  (IN FEET)  1" = 50'
PASARELA  C13  C200  C20	MATCHUNE SHEET 7 PASANABLE WARNABLE SHEET 1 PASANABLE WARNABLE WARNABLE SHEET 1 PASANABLE WARNABLE WAR		LINE TABLE         LINE TABLE           LINE BEARING         DISTANCE         LINE BEARING         DISTANCE           L6         N63'31'00"E         28.33'         L46         N50'59'18"E           L16         S26'29'00"E         20.00'         L47         N51'10'37"E           L17         S26'29'00"E         20.00'         L48         N37'51'57"W

MATCHLINE SHEET 11

DENOTES JURISDICTIONAL WETLANDS

DENOTES UPLAND BUFFER (NATURAL VEGETATIVE UPLAND BUFFER)

		LINE TABLE			LINE TABLE		
NCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	
33'	L46	N50'59'18"E	21.22'	L169	S21'03'08"W	1.68'	
00'	L47	N51'10'37"E	28.73'	L170	N14'22'44"E	9.88'	
00,	L48	N37'51'57"W	60.68'	L171	N14'22'44"E	15.57'	
5'	L49	N37'51'57"W	4.23'	L193	S44'02'19"W	60.81	
5,	L157	S08'14'47"W	18.18'	L194	S55'09'29"W	67.77	
6'	L158	S50'59'18"W	24.14'	L195	S51°10'37"W	1.01'	

L168 S21'03'08"W 35.75'

N30'20'24"W

N26'29'00"W

N55'09'30"E

N44'02'19"E

63.77**'** 

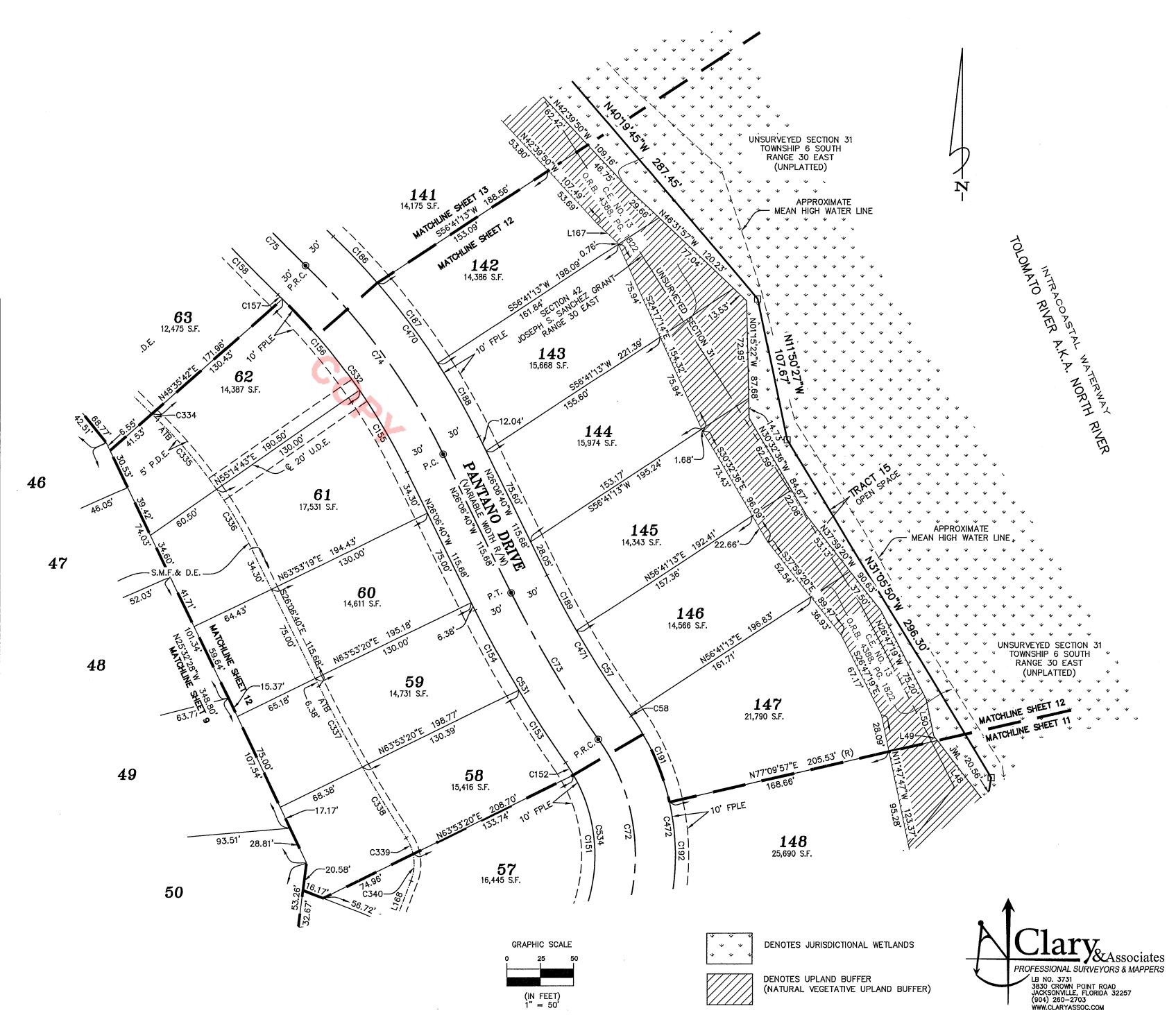


 $Madeira\ At\ St.\ Augustine\ Phase\ 1C$  a portion of the joseph s. sanchez grant, section 54, township 6 south, range 29 east, a portion of the joseph s. sanchez grant, section 42, township 6 south, range 30 east, and a portion of the unsurveyed sections 30 and 31, township 6 south, range 30 east, city of st. augustine, st. Johns county, florida.

SHEET 12 OF 14 SHEETS SEE SHEET 3 FOR GENERAL NOTES & LEGEND

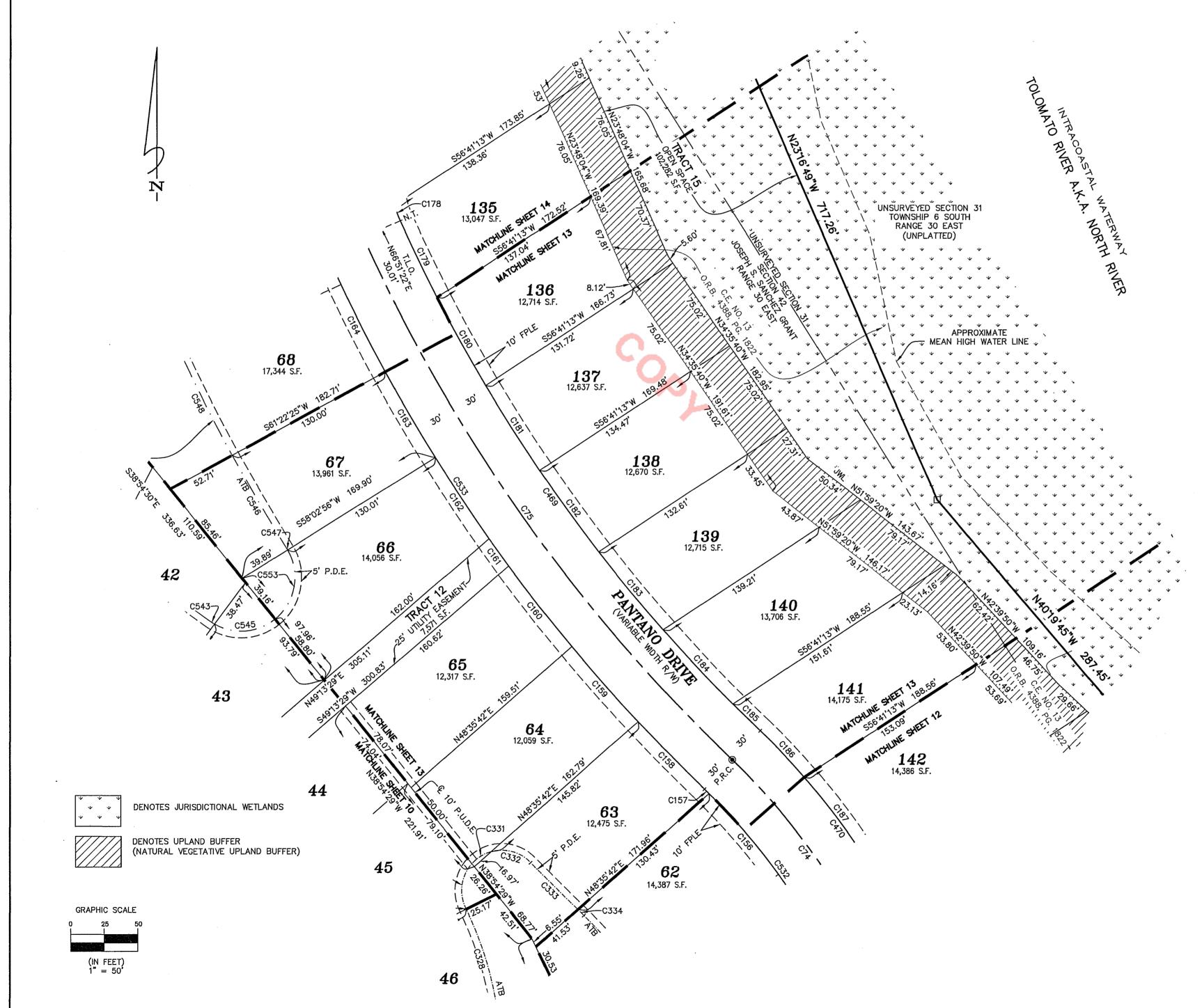
LINE TABLE						
LINE	BEARING	DISTANCE				
L48	N37'51'57"W	60.68'				
L49	N37'51'57"W	4.23'				
L50	N11'47'49"W	28.23'				
L167	S46'31'40"E	21.85'				
L168	S21'03'08"W	35.75 <b>'</b>				

	CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD	
C57	770.00'	75.04'	5'35'01"	S32'25'47"E	75.01'	
C58	770.00'	1.37'	0.06,02,	S35'16'21"E	1.37'	
C72	150.00'	147.59'	56'22'33"	N07'08'08"W	141.71'	
C73	800.00'	128.63'	9'12'44"	S30°43'02"E	128.49'	
C74	500.00'	175.69'	20'07'59"	N36'10'39"W	174.79'	
C75	1250.00'	480.96'	22'02'44"	S35'13'17"E	478.00'	
C151	120.00'	107.26	51'12'39"	N04°33'11"W	103.72	
C152	120.00'	10.82'	5'09'54"	N32'44'27"W	10.81	
C153	830.00'	64.75	4'28'12"	S33'05'18"E	64.74	
C154	830.00'	68.70'	4*44'32"	S28'28'56"E	68.68'	
C155	470.00'	70.90'	8'38'37"	N30'25'58"W	70.84	
C156	470.00'	89.51'	10'54'42"	N40'12'38"W	89.37'	
C157	470.00'	4.74'	0°34'40"	N45'57'19"W	4.74'	
C158	1280.00	70.40'	3'09'04"	S44'40'07"E	70.39'	
C186	530.00'	47.78'	5'09'57"	N43°39'41"W	47.77'	
C187	530.00'	75.22'	8'07'54"	N37'00'45"W	75.16'	
C188	530.00'	63.23'	6'50'08"	N29'31'44"W	63.19'	
C189	770.00'	47.40'	3'31'36"	S27'52'28"E	47.39'	
C191	180.00'	70.65	22'29'21"	N24'04'44"W	70.20'	
C192	180.00'	73.68'	23'27'11"	N01'06'27"W	73.17'	
C334	1410.00'	6.26'	0'15'16"	S46'07'01"E	6.26'	
C335	340.00'	68.18'	11'29'22"	S40'29'58"E	68.07'	
C336	340.00'	51.29'	8'38'37"	S30'25'58"E	51.24'	
C337	960.00'	68.68	4'05'56"	S28'09'38"E	68.66'	
C338	960.00'	62.22'	3'42'48"	S32'04'00"E	62.20'	
C339	35.00'	13.23	21'39'17"	S23'05'45"E	13.15'	
C340	35.00'	20.35'	33'19'14"	S04'23'31"W	20.07'	
C470	530.00	186.24	20'07'59"	S36'10'39"E	185.28'	
C471	770.00'	123.80'	9'12'44"	S30'43'02"E	123.67	
C472	180.00 <b>'</b>	177.11'	56'22'33"	S07'08'08"E	170.05	
C531	830.00'	133.45	9'12'44"	N30'43'02"W	133.31'	
C532	470.00'	165.15	20'07'59"	N3610'39"W	164.30'	
C534	120.00'	118.07'	56'22'33"	N07'08'08"W	113.37'	



 $Madeira\ At\ St.\ Augustine\ Phase\ 1C$  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 the unsurveyed sections 30 and 31, township 6 south, range 30 east, city of st. augustine, st. Johns county, florida.

SHEET 13 OF 14 SHEETS SEE SHEET 3 FOR GENERAL NOTES & LEGEND



C156 C157 C158	RADIUS 500.00' 1250.00' 470.00' 1280.00'	LENGTH 175.69' 480.96' 89.51'	DELTA 20'07'59" 22'02'44"	BEARING N3610'39"W	CHORD 174.79'
C75 C156 C157 C158	1250.00' 470.00' 470.00'	480.96			174.79
C156 C157 C158	470.00' 470.00'		22'02'44"		
C157 C158	470.00'	89.51'		S35'13'17"E	478.00'
C158			10'54'42"	N40'12'38"W	89.37'
<del></del>	1280.00'	4.74'	0'34'40"	N45'57'19"W	4.74'
C159	1200.00	70.40'	3'09'04"	S44'40'07"E	70.39'
	1280.00'	75.01'	3'21'28"	S41'24'51"E	75.00'
C160	1280.00'	76.38'	3'25'08"	S38'01'33"E	76.37'
C161	1280.00'	25.10'	1'07'24"	S35'45'18"E	25.10'
C162	1280.00'	72.43'	314'32"	S33'34'19"E	72.42'
C163	1280.00'	74.27	319'29"	S301719"E	74.26′
C164	1280.00'	82.99'	3'42'54"	S26'46'08"E	82.98'
C178	82.00'	12.63'	8'49'34"	S2010'08"E	12.62'
C179	1220.00'	63.27	2'58'18"	S25'42'38"E	63.27
C180	1220.00'	75.23'	3'31'59"	S28'57'46"E	75.22'
C181	1220.00'	75.02'	3'31'24"	S32'29'27"E	75.01
C182	1220.00'	75.10'	3'31'36"	S36'00'57"E	75.08'
C183	1220.00'	75.46'	3'32'38"	S39'33'04"E	75.45'
C184	1220.00'	76.12'	3'34'30"	S43'06'38"E	76.11
C185	1220.00'	28.66'	1'20'46"	S45'34'16"E	28.66'
C186	530.00'	47.78'	5*09'57"	N43*39'41"W	47.77'
C187	530.00'	75.22'	8'07'54"	N37°00'45"W	75.16′
C328	252.00'	76.69'	17'26'09"	N17'29'56"W	76.39'
C331	30.00'	17.33'	33'06'01"	N58*19'51"E	17.09'
C332	30.00'	32.01'	61'08'34"	S74'32'52"E	30.52'
C333	1410.00'	49.55	2'00'48"	S44'58'59"E	49.54'
C334	1410.00'	6.26'	01516"	S46'07'01"E	6.26'
C469	1220.00'	468.86'	22'01'10"	S35'14'04"E	465.98
C470	530.00'	186.24'	20'07'59"	S36'10'39"E	185.28'
C532	470.00'	165.15'	20'07'59"	N3610'39"W	164.30'
C533	1280.00'	582.99'	26'05'45"	N33°11'46"W	577.96'
C543	40.00'	4.54'	6'30'12"	N56'54'31"W	4.54'
C545	40.00'	47.99'	68'44'51"	S85*27'58"W	45.17'
C546	1410.00'	81.01'	3'17'31"	S30'16'20"E	81.00'
C547	40.00'	0.80'	1'09'05"	S31'20'34"E	0.80'
C548	1410.00'	92.51'	3'45'33"	S26 <b>'</b> 44'49"E	92.49'
C553	40.00'	57.15'	81'51'33"	S10'09'45"W	52.41'



# Madeira At St. Augustine Phase 1C 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 the unsurveyed sections 30 and 31, township 6 south, range 30 east, city of St. augustine, St. Johns County, Florida.

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		CUR	VE TABLE		
CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C75	1250.00	480.96'	22'02'44"	S35'13'17"E	478.00
C76	112.00'	49.03'	25'05'03"	S11'39'24"E	48.64
C77	100.00'	91.91'	52'39'48"	N25'26'47"W	88.71
C78	500.00'	52.72'	6'02'27"	N54'47'54"W	52.69'
C162	1280.00	72.43'	3'14'32"	S33'34'19"E	72.42'
C163	1280.00'	74.27	3'19'29"	S30'17'19"E	74.26'
C164	1280.00	82.99'	3'42'54"	S26'46'08"E	82.98'
C165	1280.00	80.18	3'35'21"	S23'07'01"E	80.17
C166	1280.00'	26.23'	1'10'27"	S20°44'07"E	26.23
C167	100.00'	58.18'	33'20'13"	N36'49'00"W	57.37
C168	245.00'	55.20'	12'54'33"	S47'01'50"E	55.08'
C169	82.00'	4.37'	3'03'10"	N42'06'09"W	4.37'
C170	82.00'	18.45	12'53'25"	N50'04'26"W	18.41'
C171	270.00'	6.12'	1'17'59"	N57'10'08"W	6.12'
C172	82.00'	34.56'	24'08'47"	S69'53'31"E	34.30'
C173	118.00'	42.96'	20'51'35"	N71'32'07"W	42.72'
C174	118.00'	48.66'	23'37'34"	N49'17'32"W	48.31'
C175	118.00'	26.69'	12'57'38"	N30'59'56"W	26.64'
C176	118.00'	56.19'	27'17'00"	N10'52'37"W	55.66'
C177	82.00'	26.51	18'31'14"	S06'29'44"E	26.39'
C178	82.00'	12.63'	8'49'34"	S20'10'08"E	12.62'
C179	1220.00'	63.27'	2*58'18"	S25'42'38"E	63.27
C180	1220.00'	75.23	3'31'59"	S28'57'46"E	75.22'
C181	1220.00'	75.02'	3*31'24"	S32'29'27"E	75.01
C463	82.00'	22.82'	15'56'35"	N48'32'51"W	22.74
C466	118.00'	91.62'	44'29'09"	S59'43'20"E	89.33'
C467	118.00'	82.88'	40'14'38"	S17'21'26"E	81.19'
C468	82.00'	39.14'	27'20'48"	S10'54'31"E	38.77
C546	1410.00'	81.01'	317'31"	S3016'20"E	81.00'
C548	1410.00'	92.51	3°45'33"	S26'44'49"E	92.49'
C549	140.00'	4.59'	1'52'40"	S22'25'07"E	4.59'
C550	1410.00'	83.36	3'23'15"	S23'10'25"E	83.35'
C551	140.00'	59.71	24'26'18"	S35'34'36"E	59.26'
C552	140.00'	24.49'	10'01'22"	S52'48'27"E	24.46'
C555	30.00'	19.17'	36'36'56"	S76'07'36"E	18.85

LINE TABLE		
LINE	BEARING	DISTANCE
L56	N65'36'44"E	36.42'
L64	N54'30'15"W	35.29'
L66	N17'45'42"W	19.39'
L74	N89'34'40"E	20.76
L75	N30'54'04"W	30.40'
L76	N05'00'07"E	8.55'
L77	N05'00'07"E	22.67'
L78	N01'04'53"W	25.13'
L79	N16'43'49"W	29.11'
L80	N38'04'52"W	8.08
L115	N32'42'46"W	14.54'
L116	\$37'18'40"W	17.92'
L117	S61'53'50"W	88.70'
L118	S42'13'28"W	51.74'
L119	S74'52'57"W	50.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L120	S36'15'46"E	21.40'
L121	N73'06'22"W	40.52
L122	N70'57'24"W	49.00'
L123	S67'27'14"W	48.40'
L124	N42'01'48"W	31.22'
L125	N38'04'52"W	22.37
L134	N57'49'08"W	33.87
L159	S56'41'13"W	18.57'
L160	S17'46'10"E	10.55'
L161	S57'49'08"E	30.80
L185	S57'49'08"E	50.63'
L187	S57'49'08"E	27.02'



# **TAB 15**

# FUNDING AGREEMENT BETWEEN THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT AND PONCE ASSOCIATES, LLC

**THIS FUNDING AGREEMENT** ("Agreement") is made and entered into this day of April, 2022, by and between:

**Madeira Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, with a mailing address of 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "District"), and

**Ponce Associates, LLC**, a Florida limited liability company, with a mailing address of 1548 The Greens Way, Suite 6, Jacksonville, Florida 32250 ("Developer").

### **RECITALS**

**WHEREAS,** the District was established pursuant to Chapter 190, *Florida Statutes*, for the purposes of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure; and

WHEREAS, the Developer is the owner/developer of undeveloped lands located within the boundaries of the District ("Development") upon which the District's improvements have been or will be made; and

WHEREAS, the District is anticipated to be without sufficient funds available to provide for the certain materials needed for the construction of anticipated improvements and facilities for the development of the District, as more particularly described on Exhibit A attached hereto and incorporated herein by this reference (the "Materials"); and

WHEREAS, in order to induce the District to proceed at this time with the construction of the necessary improvements the Developer desires to provide the funds necessary to enable the District to proceed acquiring the Materials; and

- **NOW, THEREFORE,** in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, the parties agree as follows:
- 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and by this reference are incorporated herein as a material part of this Agreement.
- 2. FUNDING. Developer hereby acknowledges that the sole source of funding for the Materials is through funds remitted pursuant to this Agreement. Developer agrees to make available to the District such monies as are necessary to enable the District to proceed with, and expedite, the acquisition of the Materials. Developer will make such funds available within ten

- (10) days of a written request by the District. The funds shall be placed in the District's depository as determined by the District.
- 3. **DEFAULT.** A default by either party to this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief and/or specific performance, but shall exclude, in any event, consequential, incidental, special or punitive damages.
- 4. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegals' fees and costs for trial, alternative dispute resolution, or appellate proceedings.
- 5. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the parties relating to the subject matter of this Agreement.
- **6. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.
- 7. NOTICES. 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 overnight delivery service, to the parties, as follows:

A. **If to District:** Madeira Community Development District

c/o Rizzetta & Company

3434 Colwell Avenue, Suite 200

Tampa, Florida 33614 Attn: District Manager

With a copy to: Kutak Rock LLP

P.O. Box 10230

Tallahassee, Florida 32302 Attn: Wesley S. Haber

B. **If to Developer:** Ponce Associates, LLC

1548 The Greens Way, Suite 6, Jacksonville, Florida 32250

Attn: Doug Maier

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices 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.

- 8. THIRD-PARTY 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.
- 9. ASSIGNMENT. Neither the District nor Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other, which consent shall not be unreasonably withheld, conditioned or delayed. Such consent shall not be required a) in the event of a sale of the majority of the lands within the District then owned by Developer pursuant to which the unaffiliated purchaser agrees to assume any remaining obligations of Developer under this Agreement, or b) in the event Developer assigns this Agreement to any developer or sub-developer of all or a significant portion of the lands within the Project. Provided however, no assignment shall be valid where the assignment is being made for the purpose of avoiding Developer's obligations hereunder.
- 10. CONTROLLING LAW; VENUE. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in St. Johns County, Florida, and the parties hereby consent to such exclusive jurisdiction.
- 11. **EFFECTIVE DATE.** The Agreement shall be effective after execution by all parties hereto and shall remain in effect unless terminated by any of the parties hereto.
- 12. **PUBLIC RECORDS.** Developer agrees and understands that Chapter 119, *Florida Statutes*, may be applicable to documents prepared in connection with work provided to the District and agrees to cooperate with public record requests made thereunder. In connection with this Agreement, Developer agrees to comply with all provisions of Florida's public records laws, including but not limited to Section 119.0701, *Florida Statutes*, the terms of which are incorporated herein. Among other requirements, Developer must:
  - A. Keep and maintain public records required by the District to perform the service;
  - B. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law;

- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if the Developer does not transfer the records to the District; and
- D. Upon completion of this Agreement, transfer, at no cost, to the District all public records in possession of Developer or keep and maintain public records required by the District to perform the service. If Developer transfers all public records to the District upon completion of this Agreement, Developer shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Developer keeps and maintains public records upon completion of the Agreement, Developer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records, in a format that is compatible with the information technology systems of the District.

IF THE DEVELOPER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO DEVELOPER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING THIS AGREEMENT, CONTACT TO PUBLIC RECORDS CUSTODIAN AT RIZZETTA & COPANY, 3434 COLWELL AVENUE, SYITE 200, TAMPA, FLORIDA 33614. PH: 933-5571. OR (813)AT LGALLAGHER@RIZZETTA.COM.

13. COUNTERPARTS. This Agreement may be executed in one or more counterparts which, when taken together, shall constitute one and the same instrument.

[Remainder of this page left intentionally blank]

# **IN WITNESS WHEREOF,** the parties execute this Agreement the day and year first written above.

Attest:	MADEIRA COMMUNITY DEVELOPMENT DISTRICT
Secretary/Assistant Secretary	By: Its:
	PONCE ASSOCIATES, LLC, a Florid limited liability company
Witness	By:

### Exhibit A

# **Description of Materials**

# **Tab 16**

#### **RESOLUTION 2022-06**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2022/2023 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("Board") of the Madeira Community Development District ("District") prior to June 15, 2022, proposed budgets ("Proposed Budget") for the fiscal year beginning October 1, 2022 and ending September 30, 2023 ("Fiscal Year 2022/2023"); and

**WHEREAS**, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

# NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE MADEIRA COMMUNITY DEVELOPMENT DISTRICT:

- 1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2022/2023 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.
- 2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE:	, 2022
HOUR:	
LOCATION:	

- 3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENT(S). The District Manager is hereby directed to submit a copy of the Proposed Budget to the City of St. Augustine and St. Johns County at least 60 days prior to the hearing set above.
- 4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

- 5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.
- 6. **SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.
  - 7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 25<sup>TH</sup> DAY OF MAY, 2022.

ATTEST:	MADEIRA COMMUNITY DEVELOPMENT DISTRICT
Secretary / Assistant Secretary	Chair/Vice Chair, Board of Supervisors
Exhibit A: Proposed Budget	



# Madeira Community Development District

www.madeiracdd.org

Proposed Budget for Fiscal Year 2022/2023

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#### Proposed Budget

#### **Madeira Community Development District**

#### **General Fund**

#### Fiscal Year 2022/2023

	Chart of Accounts Classification	tl	tual YTD hrough 3/31/22	Anr	Projected nual Totals 021/2022	В	Annual udget for 021/2022	var	rojected Budget iance for 21/2022		Budget for 2022/2023	Ir (D	Budget ncrease ecrease) 2021/2022	Comments
2	REVENUES													
3	Special Assessments													
5	Tax Roll*	\$	94,061	\$	102,767	\$	102,767	\$	_	\$	153,535	\$	50,768	To Be Updated Prior To Public Hearing
					,								,	·
7	Off Roll*	\$	115,203	\$	239,907	\$	239,907	\$	-	\$	239,907	\$	-	To Be Updated Prior To Public Hearing
8	TOTAL REVENUES	\$	209,264	\$	342,674	\$	342,674	\$	-	\$	393,442	\$	50,768	
9														
10	Balance Forward from Prior Year	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	
11														
40	TOTAL REVENUES AND											_		
12	BALANCE FORWARD	\$	209,264	\$	342,674	\$	342,674	\$	-	\$	393,442	\$	50,768	
14	*Allocation of assessments between certification.	en tl	ne Tax Ro	ll ar	nd Off Roll	are (	estimates	only	and subje	ect t	o change p	rior 1	to	
15	ADMINIOTO ATIVE													
16 17	ADMINISTRATIVE													
18	Legislative													
19 20	Supervisor Fees Financial & Administrative	\$	400	\$	1,200	\$	4,000	\$	2,800	\$	4,000	\$	-	Based on 4 Meetings
21	Administrative Services	\$	2,482	\$	4,964	\$	4,964	\$	-	\$	5,163	\$	199	
22	District Management	\$	10,931	\$	21,861	\$	21,861	\$	-	\$	22,735	\$	874	
23	District Engineer	\$	681	\$	7,000	\$	1,500	\$	(5,500)	\$	1,500		-	FY 21/22 Includes Stormwater Analysis
24 25	Disclosure Report Trustees Fees	\$	3,000	_	3,000	\$	3,000	\$	-	\$	3,000 7,500		-	
26	Assessment Roll	\$	5,516	\$	7,500 5,516	\$	7,500 5,516	\$	-	\$ \$	5,737		221	
27	Financial & Revenue Collections	\$	2,758	\$	5,516	\$	5,516	\$	-	\$	5,737	\$	221	
28	Accounting Services	\$	9,450	\$	18,911	\$	18,911	\$	-	\$	19,667	\$	756	
29	Auditing Services	\$	3,975	\$	3,975	\$	3,975	\$	-	\$	3,975			RFP In Progress
30	Arbitrage Rebate Calculation	\$	500	\$	500	\$	500	\$	-	\$	500	\$	_	
31	Public Officials Liability Insurance	\$	2,826		2,826		2,960		134	\$	3,391		431	Based on Estimate Provided
32	Legal Advertising	\$	674	\$	2,000	\$	2,000	\$	-	\$	2,000	\$	-	
33	Dues, Licenses & Fees	\$	175	\$	175	\$	175	\$	-	\$	175	\$	-	
34	Miscellaneous Fees	\$	606	\$	1,500	\$	500	\$	(1,000)	\$	500	\$	-	Includes Meeting Room, Amortization Schedule, Postage on Non Ad Valorem Notices- Tax Collector. Mailed Notice?
35 36	Website Hosting, Maintenance, Backup Legal Counsel	\$	2,138	\$	3,537	\$	3,500	\$	(37)	\$	3,500	\$	-	Per Current Agreements
37	District Counsel	\$	3,970	\$	11,489	\$	17,500	\$	6,011	\$	17,500	\$	-	
38	Administrative Subtatal	•	E0 000	•	404 470	•	402.070	•	2 400	*	400 500	•	2 700	
39 40	Administrative Subtotal	\$	50,082	\$	101,470	\$	103,878	\$	2,408	\$	106,580	Þ	2,702	
41	OPERATIONS Security Operations													
43	Security Operations													

#### Proposed Budget

#### **Madeira Community Development District**

#### **General Fund**

#### Fiscal Year 2022/2023

	Chart of Accounts Classification	th	tual YTD trough 3/31/22	Ann	rojected ual Totals 021/2022	Вι	Annual udget for 021/2022	var	rojected Budget riance for 021/2022	Budget for 2022/2023	In (De	udget crease crease) 021/2022	Comments
44	Guard & Gate Security Cameras/Access Monitoring	\$	12,565	\$	25,130	\$	32,964	\$	7,834	\$ 34,000	\$	1,036	Based on 12 Hour Monitoring Main Entry and Internet . Based on 421 Homes
45 46	Guard & Gate Facility Maintenance & Repairs Electric Utility Services	\$	1,639	\$	4,147	\$	5,000	\$	853	\$ 5,000	\$	-	Includes Light Replacement on North Side, Gate Preventative Maintenance Agreement, A/C Preventative Maintenance Agreement, Termite Bond and Semi Annual Cleaning
47	Utility Services	\$	830	\$	2,750	\$	3,500	\$	750	\$ 3,500	\$	-	
48	Street Lights	\$	8,471	\$	16,942	\$	25,000	\$	8,058	\$ 25,000	\$	-	Proposed to Include Estimated Amounts for New Phases
50	Water-Sewer Combination Services  Utility Services	\$	18	\$	2,500	\$	2,500	\$	-	\$ 7,500	\$	5,000	FY 22/23 Proposed to Include Limited Amount of Irrigation with City Water
51 52 53	Stormwater Control  Aquatic Maintenance Other Physical Environment	\$	4,866	\$	13,365	\$	11,856	\$	(1,509)	\$ 18,932	\$	7,076	Projected Amounts Included Approved Repairs & Barriers. Proposed to Include Two Additional Ponds FY 2022/23 and Estimated Amount For Cattail Spraying In New Ponds.
54	General Liability & Property Insurance	\$	6,303	\$	6,303	\$	6,603	\$	300	\$ 7,564	\$	961	Based on Estimate Provided
55	Landscape & Irrigation Maintenance Contract	\$	33,054	\$	80,691	\$	82,600	\$	1,909	\$ 113,316	\$	30,716	Based on Estimated Amount to Include Additional Landscape Tracts
56	Landscape Replacement Plants, Shrubs, Trees			\$	13,500	\$	15,000	\$	1,500	\$ 15,000	\$	-	Projected to Include Possible Tesoro Park and Roundabout Enhancements
57	Miscellaneous Expense	\$	2,772	\$	6,154	\$	7,500	\$	1,346	\$ 7,500	\$	-	Includes Dog Waste Stations (7 stations & 2 trash cans serviced 1x weekly) Annual PM on Wells & Backflow Inspection
58	Road & Street Facilities  Street, Decorative Light Maintenance	\$	5,062	\$	13,162	\$	8,000	\$	(5,162)	\$ 8,000	\$	-	FY 21/22 Included Painting of Street Signs, Sidewalk Pressure Washing along Maralinda and Possible Cleaning of Globes on Decorative Lights & Pavement Evaluation
60	Entry & Walls Maintenance Parks & Recreation	\$	3,640	\$	4,900	\$	6,000	\$	1,100	\$ 6,000	\$	-	To Include Pressure Washing of Entry 2X Per Year
62	Arbor & Fence Maintenance & Repairs Contingency	\$	-	\$	3,700	\$	1,000	\$	(2,700)	\$ 1,000	\$	-	FY 21/22 Includes Fence Removal

#### Proposed Budget

#### **Madeira Community Development District**

#### **General Fund**

#### Fiscal Year 2022/2023

	Chart of Accounts Classification	t	ctual YTD hrough 03/31/22	Anr	Projected nual Totals 021/2022	В	Annual udget for 021/2022	va	rojected Budget riance for 021/2022	Budget for 2022/2023	lr (D∈	Budget ncrease ecrease) 2021/2022	Comments
64	Miscellaneous Contingency	\$	4,160	\$	31,273	\$	31,273	\$	-	\$ 34,550	\$		FY 21/22 included Holiday Lighting & Reserve Study. Projected to Include Possible Fence Replacment, Sidewalk/Curb Repairs. FY 22/23 Proposed to Possibly Include Holiday Lighting and Low Voltage Lighting Along Maralinda and Tesoro Park.
65	51110 # 01111												
66	Field Operations Subtotal	\$	83,380	\$	224,517	\$	238,796	\$	14,279	\$ 286,862	\$	48,066	
67													
68													
69	TOTAL EXPENDITURES	\$	133,462	\$	325,987	\$	342,674	\$	16,687	\$ 393,442	\$	50,768	
70			•		•		•		•			•	
71	EXCESS OF REVENUES OVER EXPENDITURES	\$	75,802	\$	16,687	\$	-	\$	16,687	\$ -	\$	-	

# Proposed Budget Madeira Community Development District Reserve Fund Fiscal Year 2022-2023

					-	Projected			Budget	
	Chart of Accounts Classification	Actual YTD through 03/31/22	Projected Annual Totals 2021/2022	Annua Budget f 2021/202	or va	Budget riance for 021/2022	Budget 2022/20		Increase (Decrease) vs 2021/2022	Comments
1										
2	REVENUES									
3										
4	Special Assessments									
	·									
										Proposed Reserve Amount Is Based on Recommendation From Reserve Study. The Allocation of Assessments Between Tax Roll and Off Roll To Be Updated Prior
5	Tax Roll*	\$ 7,164	\$ 7,164	\$ 7,1	64 \$	-	\$ 25	,534	\$ 18,370	To Public Hearing.
	0									
6	Off Roll*	\$ 16,715	\$ 16,715	\$ 16,7	15 \$	-	\$ 59	,578	\$ 42,863	
7	TOTAL DEVENUES						<b>^ 0</b>	440		
8	TOTAL REVENUES	\$ 23,879	\$ 23,879	\$ 23,8	79 \$	-	\$ 85	,112	\$ 61,233	
9	Balance Forward from Prior									
10	Year	•	Φ.	•			•		Φ.	
11	T Cal	\$ -	\$ -	\$	\$	-	\$	-	\$ -	
12	TOTAL REVENUES AND BALANCE FORWARD	\$ 23,879	\$ 23,879	\$ 23,8	79 \$	-	\$ 85	,112	\$ 61,233	
13										
	*Allocation of assessments	s between the Ta	x Roll and Off Rol	l are estimat	es only a	and subject	to chang	e prid	or to	
14	certification.									
15										
16	EXPENDITURES									
17										
18	Contingency									
19	Capital Reserves	\$ -	\$ -	\$ 23,8	79 \$	23,879	\$ 85	,112	\$ 61,233	
20										
21	TOTAL EXPENDITURES	\$ -	\$ -	\$ 23,8	79 \$	23,879	\$ 85	,112	\$ 61,233	
22										
60	EXCESS OF REVENUES								_	
23	OVER EXPENDITURES	\$ 23,879	\$ 23,879	\$	\$	23,879	\$	-	\$ -	
24				1						

### MADEIRA COMMUNITY DEVELOPMENT DISTRICT

#### **Debt Service**

#### **Fiscal Year 2022/2023**

Chart of Accounts Classification	Series 2007A	Budget for 2022/2023
REVENUES		
Special Assessments		
Net Special Assessments (1)	\$550,821.93	\$550,821.93
TOTAL REVENUES	\$550,821.93	\$550,821.93
EXPENDITURES		
Administrative		
Financial & Administrative		
Debt Service Obligation	\$550,821.93	\$550,821.93
Administrative Subtotal	\$550,821.93	\$550,821.93
TOTAL EXPENDITURES	\$550,821.93	\$550,821.93
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00

County Collection Costs (2%) and Early payment Discounts (4%)

6.0%

**Gross assessments** 

\$585,980.78

#### Notes:

Tax Roll Collection Costs (2%) and Early Payment Discount (4%) is a total 6% of Tax Roll. Budgeted net of tax roll assessments See Assessment Table.

<sup>&</sup>lt;sup>(1)</sup> Amounts reduced to reflect acceleration of certain assessments.

#### MADEIRA COMMUNITY DEVELOPMENT DISTRICT

#### FISCAL YEAR 2022/2023 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

 2022/2023 O&M Budget
 \$478,554.00

 Collection Cost @
 2%
 \$10,037.70

 Early Payment Discount @
 4%
 \$20,075.39

 2022/2023 Total
 \$508,667.09

 2021/2022 O&M Budget
 \$366,553.00

 2022/2023 O&M Budget
 \$478,554.00

 Total Difference
 \$112,001.00

	PER UNIT ANNU	AL ASSESSMENT	Proposed Incre	ease / Decrease
DIATTED	2021/2022	2022/2023	\$	%
PLATTED				
Debt Service - SF 50'	\$1,465.32	\$1,465.32	\$0.00	0.00%
Operations/Maintenance - SF 50'	\$319.79	\$422.77	\$102.98	32.20%
Total	\$1,785.11	\$1,888.09	\$102.98	5.77%
Debt Service - SF 55'	\$1,665.96	\$1,665.96	\$0.00	0.00%
Operations/Maintenance - SF 55'	\$351.77	\$465.05	\$113.28	32.20%
Total	\$2,017.73	\$2,131.01	\$113.28	5.61%
Debt Service - SF 65'	\$1,805.32	\$1,805.32	\$0.00	0.00%
Operations/Maintenance - SF 65'	\$415.72	\$549.60	\$133.88	32.20%
Fotal	\$2,221.04	\$2,354.92	\$133.88	6.03%
		<del>`</del>		
Debt Service - SF 65' - Partial	\$971.12	\$971.12	\$0.00	0.00%
Operations/Maintenance - SF 65'	\$415.72	\$549.60	\$133.88	32.20%
Total	\$1,386.84	\$1,520.72	\$133.88	9.65%
Debt Service - SF 65'	\$1,904.92	\$1,904.92	\$0.00	0.00%
Operations/Maintenance - SF 65'	\$415.72	\$549.60	\$133.88	32.20%
Total	\$2,320.64	\$2,454.52	\$133.88	5.77%
			<u> </u>	
Debt Service - SF 70' (PH 1C Unit 1)	\$2,051.45	\$2,051.45	\$0.00	0.00%
Operations/Maintenance - SF 70' (Ph 1C Unit 1)	\$447.70	\$591.88	\$144.18	32.20%
Total	\$2,499.15	\$2,643.33	\$144.18	5.77%
Debt Service - SF 75'	\$1,943.62	\$1,943.62	\$0.00	0.00%
Operations/Maintenance - SF 75'	\$479.68	\$634.16	\$154.48	32.20%
Total	\$2,423.30	\$2,577.78	\$154.48	6.37%
Debt Service - SF 75' (PH 1C Unit 1)	\$2,197.98	\$2,197.98	\$0.00	0.00%
Operations/Maintenance - SF 75' (Ph 1C Unit 1)	\$479.68	\$634.16	\$154.48	32.20%
Total	\$2,677.66	\$2,832.14	\$154.48	5.77%
Debt Service - SF 75' (PH 1C Unit 2)	\$2,197.98	\$2,197.98	\$0.00	0.00%
Operations/Maintenance - SF 75' (Ph 1C Unit 2)	\$479.68	\$634.16	\$154.48	32.20%
Total	\$2,677.66	\$2,832.14	\$154.48	5.77%
Dalet Camilian CE OF	#2 000 00	#2.000.00	ΦO 00	0.000/
Debt Service - SF 85'	\$2,082.98 \$543.64	\$2,082.98 \$719.71	\$0.00 \$175.07	0.00%
Operations/Maintenance - SF 85' Total	\$543.64 <b>\$2,626.62</b>	\$718.71 <b>\$2,801.69</b>	\$175.07 <b>\$175.07</b>	32.20% <b>6.67%</b>
i Otal	Ψ2,020.02	Ψ2,001.03	φ1/3.0/	0.07 /0
Debt Service - SF 80' (Ph 1C Unit 1)	N/A	\$2,491.05	N/A	N/A
Operations/Maintenance - SF 80' (Ph 1C Unit 1)	N/A	\$676.43	N/A	N/A
Total	N/A	\$3,167.48	N/A	N/A
JNPLATTED .				
Debt Service - Single Family 50' (Phase 2A Unit 2)	¢1 465 22	¢1 465 22	\$0.00	0.00%
Operations/Maintenance - Single Family 50' (Phase 2A Unit 2)	\$1,465.32 \$319.79	\$1,465.32 \$422.77	\$0.00 \$102.98	32.20%
Operations/Maintenance - Single Family 50" (Phase 2A Unit 2)  Total	\$319.79 \$1,785.11	\$422.77 \$1,888.09	\$102.98 \$102.98	5.77%
Total	ψ1,103.11	φ1,000.09	ψ102.30	3.11/0
Debt Service - SF 65' (Phase 2C Unit 1)	\$1,904.92	\$1,904.92	\$0.00	0.00%
,		• •	•	

Operations/Maintenance - SF 65' (Phase 2C Unit 1)	\$415.72	\$549.60	\$133.88	32.20%
Total	\$2,320.64	\$2,454.52	\$133.88	5.77%
	40.054.45	40.054.45	40.00	2 222/
Debt Service - SF 70' (Phase 2C Unit 1)	\$2,051.45	\$2,051.45	\$0.00	0.00%
Operations/Maintenance - SF 70' (Phase 2C Unit 1)	\$447.70	\$591.88	\$144.18	32.20%
Total	\$2,499.15	\$2,643.33	\$144.18	5.77%
Daht Camina CF 001 (Phase 2C Huit 4)	N/A	<b>#0.070.57</b>	N/A	N/A
Debt Service - SF 80' (Phase 2C Unit 1)		\$2,078.57		
Operations/Maintenance - SF 80' (Phase 2C Unit 1)	N/A	\$676.43	N/A	N/A
Total	N/A	\$2,755.00	N/A	N/A
Debt Service - SF 75' (Phase 2C Unit 2)	\$2,491.05	\$2,491.05	\$0.00	0.00%
Operations/Maintenance - SF 75' (Phase 2C Unit 2)	\$543.64	\$634.16	\$90.52	16.65%
Total	\$3,034.69	\$3,125.21	\$90.52	2.98%
	ψο,σο-1.σο	Ψ0,120.21	<del>+++++++++++++++++++++++++++++++++++++</del>	2.0070
Debt Service - SF 75' (Phase 3)	\$2,197.98	\$2,197.98	\$0.00	0.00%
Operations/Maintenance - SF 75' (Phase 3)	\$479.68	\$634.16	\$154.48	32.20%
Total	\$2,677.66	\$2,832.14	\$154.48	5.77%
Daht Camina CF 001 (Dhana 2)	NI/A	<b>#2.070.57</b>	NI/A	N1/A
Debt Service - SF 80' (Phase 3)	N/A	\$2,078.57	N/A	N/A
Operations/Maintenance - SF 80' (Phase 3)	N/A	\$676.43	N/A	N/A
Total	N/A	\$2,755.00	N/A	N/A
Debt Service - Attached (Phase 2A Unit 3)	\$1.465.32	\$1,465.32	\$0.00	0.00%
Operations/Maintenance - Attached (Phase 2A Unit 3)	\$319.79	\$422.77	\$102.98	32.20%
Total	\$1,785.11	\$1,888.09	\$102.98	5.77%
	· •	•	•	
Debt Service - Commercial	\$154.58	\$154.58	\$0.00	0.00%
Operations/Maintenance - Commercial	\$479.68	\$634.16	\$154.48	32.20%
Total	\$634.26	\$788.74	\$154.48	24.36%

#### MADEIRA COMMUNITY DEVELOPMENT DISTRICT

#### FISCAL YEAR 2022/2023 O&M AND DEBT SERVICE ASSESSMENT SCHEDULE

**TOTAL O&M BUDGET** \$478,554.00 **COLLECTION COSTS @** 2.0% \$10,182.00 EARLY PAYMENT DISCOUNT @ 4.0% \$20,364.00 \$509,100.00 **TOTAL O&M ASSESSMENT** 

**UNITS ASSESSED** 

		SERIES 2007A	AL	LOCATION OF	O&M ASSESSME	NT	PER LO	PER LOT ANNUAL ASSESSMENT	
		DEBT		TOTAL	% TOTAL	TOTAL		DEBT	
LOT SIZE	<u>0&amp;M</u>	SERVICE (1) (2)	<b>EAU FACTOR</b>	EAU's	EAU's	<b>O&amp;M BUDGET</b>	<u>0&amp;M</u>	SERVICE (3) (5)	TOTAL (4)
Platted Parcels									
Single Family 50'	74	74	0.50	37.00	6.15%	\$31,285.00	\$422.77	\$1,465.32	\$1,888.09
Single Family 55'	71	58	0.55	39.05	6.49%	\$33,018.36	\$465.05	\$1,665.96	\$2,131.01
Single Family 65'	82	49	0.65	53.30	8.85%	\$45,067.31	\$549.60	\$1,805.32	\$2,354.92
Single Family 65' (Partial)	1	1	0.65	0.65	0.11%	\$549.60	\$549.60	\$971.12	\$1,520.72
Single Family 65' (Ph 1C Unit 1)	6	6	0.65	3.90	0.65%	\$3,297.61	\$549.60	\$1,904.92	\$2,454.52
Single Family 70' (Ph 1C Unit 1)	18	18	0.70	12.60	2.09%	\$10,653.81	\$591.88	\$2,051.45	\$2,643.33
Single Family 75'	74	47	0.75	55.50	9.22%	\$46,927.50	\$634.16	\$1,943.62	\$2,577.78
Single Family 75' (Ph 1C Unit 1)	21	21	0.75	15.75	2.62%	\$13,317.26	\$634.16	\$2,197.98	\$2,832.14
Single Family 75' (Ph 1C Unit 2)	39	39	0.75	29.25	4.86%	\$24,732.06	\$634.16	\$2,197.98	\$2,832.14
Single Family 85'	21	10	0.85	17.85	2.96%	\$15,092.90	\$718.71	\$2,082.98	\$2,801.69
Single Family 80' (Ph 1C Unit 1)	14	14	0.80	11.20	1.86%	\$9,470.05	\$676.43	\$2,491.05	\$3,167.48
Total Platted	421	337	_	276.05	45.85%	\$233,411.48			
Unplatted Lands	Plan	ned Units							
Single Family 50' (Phase 2A Unit 2)	57	57	0.50	28.50	4.73%	\$24,097.91	\$422.77	\$1,465.32	\$1,888.09
Single Family 65' (Phase 2C Unit 1)	5	5	0.65	3.25	0.54%	\$2,748.01	\$549.60	\$1,904.92	\$2,454.52
Single Family 70' (Phase 2C Unit 1)	12	12	0.70	8.40	1.40%	\$7,102.54	\$591.88	\$2,051.45	\$2,643.33
Single Family 80' (Phase 2C Unit 1)	21	21	0.80	16.80	2.79%	\$14,205.08	\$676.43	\$2,078.57	\$2,755.00
Single Family 75' (Phase 2C Unit 2)	35	35	0.75	26.25	4.36%	\$22,195.44	\$634.16	\$2,491.05	\$3,125.21
Single Family 75' (Phase 3)	9	9	0.75	6.75	1.12%	\$5,707.40	\$634.16	\$2,197.98	\$2,832.14
Single Family 80' (Phase 3)	47	47	0.80	37.60	6.24%	\$31,792.33	\$676.43	\$2,078.57	\$2,755.00
Attached (Phase 2A Unit 3)	142	142	0.50	71.00	11.79%	\$60,033.38	\$422.77	\$1,465.32	\$1,888.09
Commercial	170	170	0.75	127.50	21.18%	\$107,806.43	\$634.16	\$154.58	\$788.74
	498	498	_	326.05	54.15%	\$275,688.52			
Total Unplatted	730		=						

Net Revenue to be Collected

\$478,554.00

<sup>(1)</sup> Reflects eighty-four (84) prepayments.

<sup>(2)</sup> Reflects the number of total lots with Series 2007A debt outstanding.

<sup>(3)</sup> Annual debt service assessment per lot adopted in connection with the Series 2007A bond issue. Annual assessment includes principal, interest, St. Johns County collection costs and early payment discount costs.

<sup>(4)</sup> Annual assessment that will appear on November 2022 St. Johns County property tax bill. Amount shown includes all applicable collection costs. Property owner is eligible for a discount of up to 4% if paid early.

<sup>(5)</sup> Some amounts are subject to acceleration of debt service assessments.

# GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General □□nd □□dget Acco□nt Category □escriptions are s□bĒct to change at any ti□e depending on its application to the □istrict□□lease note□not all General □□nd □□dget Acco□nt Category □escriptions are applicable to the □istrict indicated above□Uses o□the descriptions contained herein are intended or general re erence□

### **REVENUES:**

Interest Earnings: The □istrict □ ay earn interest on its □ onies in the vario □s operating acco □nts □
Tax Roll: The □istrict levies Non Ad □alore□ Special Assess□ ents on all o the assessable property within the □istrict to pay or operating e pendit res inc red dring the □iscal □ear□The assess□ ents □ ay be collected in two ways The first is by placing the □ on the County's Tax Roll, to be collected with the County's Ann□al □roperty Ta□□illing□This □ ethod is only available to land properly platted within the ti□e li□its prescribed by the Co□nty□
Off Roll: □or lands not on the ta□roll and that is by way o□a direct bill ਾਰo□ the □istrict to the appropriate property owner□
<b>Developer Contributions:</b> The □istrict □ ay enter into a шnding agree □ ent and receive certain prescribed dollars ro□ the □eveloper to o set e □pendit □res o the □istrict □
<b>Event Rental:</b> The □istrict □ ay receive □ onies ⊚r event rentals ⊚r s⊡ch things as weddings □birthday parties □etc □
<b>Miscellaneous Revenues:</b> The □istrict □ ay receive □ onies or the sale or provision o □electronic access cards □entry decals etc □



# **EXPENDITURES – ADMINISTRATIVE:**

Supervisor Fees: The □istrict □ ay co□ pensate its s□pervisors within the appropriate stat□tory li□its o□ □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□
Administrative Services: The □istrict will inc□r e□pendit□res or the day to today operation o□□istrict □ atters□These services incl□de s□pport or the □istrict □ anage□ ent □nction□recording and preparation o□□eeting □ in□tes□records retention and □ aintenance in accordance with Chapter □□□□□lorida Stat□tes□and the District's adopted Rules of Procedure, preparation and delivery o□ agenda□ overnight deliveries□□acsi□ iles and phone calls□
<b>District Management:</b> The □istrict as re□ired by stat□te□will contract with a □ir□ to provide □or □ anage□ ent and ad□ inistration o□the □istrict's day to day needs□ These service incl□de the cond□cting o□ board □ eetings□workshops□overall ad□ inistration o□□istrict □inctions□all re□ired state and local □lings□ preparation o□ann□al b□dget□p□rchasing□risk □ anage□ ent□preparing vario□s resol□tions and all other secretarial d□ties re□□ested by the □istrict thro□gho□t the year is also re□ected in this a□o□nt□
<b>District Engineer:</b> The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation ⊚r □onthly board □eetings□review o□constr□ction invoices and all other engineering services re□ested by the district thro□gho□t the year□
<b>Disclosure Report:</b> The □istrict is re□ired to tile □□arterly and ann □al disclos □re reports □as re□ired in the District's Trust Indent □re □ with the specitied repositories □ This is contracted o □t to a third party in co□ pliance with the Tr□st Indent □re □
<b>Trustee's Fees:</b> The District will incur annual trustee's fees upon the issuance of bonds for the oversight o the vario s acco nts relating to the bond iss es □
Assessment Roll: The □istrict will contract with a □r□ to prepare□□ aintain and certi vector the assess□ ent roll s□ and ann □ally levy a non □ad valore□ assess□ ent □r operating and debt service e□ penses□
Financial & Revenue Collections: Services o the Collection Agent incl de all inctions necessary or the tidely billing and collection and reporting o istrict assessdents in order to ensdre ade date indes to deet the District's debt service and operations and maintenance obligations the Collection Agent also daintains and updates the District's lien book(s) annually and provides for the release o diens on property after the ill collection o bond debt levied on partic ar properties in the collection o bond debt levied on partic ar properties in the collection o debt levied on partic ar properties in the collection of t
Accounting Services: Services incl□de the preparation and delivery o□the □istrict's financial statements in accordance with Govern□ental Acco□nting Standards□acco□nts payable and acco□nts receivable □nctions□asset tracking□invest□ent tracking□capital progra□ ad□inistration and re□isition processing□iling o□ann□al reports re□ired by the State o□□lorida and □onitoring o□tr□st acco□nt activity□
Auditing Services: The □istrict is re□□ired ann□ally to cond□ct an a□dit o□its ⊡nancial records by an Independent Certi⊡ed □□blic Acco□nting ⊕□ □once it reaches certain reven□e and e□pendit□re levels□or has iss□ed bonds and inc□rred debt□



<b>Arbitrage Rebate Calculation:</b> The □istrict is re□□ired to calc□ate the interest earned ਾo□ bond proceeds each year p□rs□ant to the Internal Reven□e Code o□□□□□□ The Rebate Analyst is re□□ired to veri□y that the □istrict has not received earnings higher than the yield o□the bonds□					
<b>Travel:</b> Each □oard S□pervisor and the □istrict Sta⊞are entitled to rei□b□rse□ent ⊚r travel e□penses per □lorida Stat□tes □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□					
<b>Public Officials Liability Insurance:</b> The District will incur expenditures for public officials' liability ins ☐rance ☐r the ☐oard and Sta ☐☐					
<b>Legal Advertising:</b> The □istrict will inc□r e□pendit□res related to legal advertising□The ite□s or which the □istrict will advertise incl□de□b□t are not li□ ited to □ eeting sched □es□special □ eeting notices□and p□blic hearings□bidding etc□or the □istrict based on stat□tory g□idelines					
Bank Fees: The □istrict will inc□r bank service charges d□ring the year□					
<b>Dues, Licenses &amp; Fees:</b> The □istrict is re□ired to pay an ann□al ⊡ee to the □epart□ent o□Econo□ic □pport□nity□along with other ite□s which □ ay re□ire licenses or per□its□etc□					
<b>Miscellaneous Fees:</b> The □istrict co□d inc□r □iscellaneo□s thro□gho□t the year□which □ ay not □t into any standard categories□					
<b>Website Hosting, Maintenance and Email:</b> The □istrict □ ay inc□r tees as they relate to the develop □ ent and ongoing □ aintenance o □its own website along with possible e □ ail services i □re □□ested □					
<b>District Counsel:</b> The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation or onthly board eetings review o operating and alintenance contracts and all other legal services re ested by the district thro of the year of the year of the year.					
<b>EXPENDITURES - FIELD OPERATIONS:</b>					
<b>Deputy Services:</b> The □istrict □ ay wish to contract with the local police agency to provide sec□rity or the □istrict□					

**Security Services and Patrols:** The □istrict □ay wish to contract with a private co□pany to provide sec□rity or the □istrict□

**Electric Utility Services:** The □istrict will inc□r electric □tility e□pendit□res ⊚r general p□rposes s□ch as irrigation ti□ ers□li⊕ station p□□ ps□o□ntains□etc□

**Street Lights:** The \( \text{lights:} \) The \( \text{lights thro} \) \( \text{lights thro} \) \( \text{lights thro} \( \text{lights thro} \( \text{lights thro} \) \( \text{lights thro} \) \( \text{lights thro} \( \text{lights thro} \) \( \text{lights



Solid Waste Assessment Fee: The □istrict □ay have an assess□ent levied by another local govern□ent or solid waste □etc□
Water-Sewer Utility Services: The □istrict will inc□r water sewer □tility e□pendit□res related to district operations □
<b>Utility - Reclaimed:</b> The □istrict □ ay inc□r e□penses related to the □se o□reclai□ ed water ⊡or irrigation □
<b>Aquatic Maintenance:</b> E⊡penses related to the care and □aintenance o□the lakes and ponds or the control o□n□sance plant and algae species□
Fountain Service Repairs & Maintenance: The □istrict □ ay inc□r e □penses related to □ aintaining the ಠo□ntains within thro□gho□t the □arks □ Recreational areas
<b>Lake/Pond Bank Maintenance:</b> The □istrict □ ay inc□r e□pendit□res to □ aintain lake banks□etc□or the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of □ish□□ owing and landscaping o□the banks as the □istrict deter□ ines necessary□
<b>Wetland Monitoring &amp; Maintenance:</b> The □istrict □ay be re□ired to provide or certain types o□□ onitoring and □ aintenance activities or vario□s wetlands and waterways by other govern□ ental entities□
Mitigation Area Monitoring & Maintenance: The □istrict □ ay be re□□ired to provide ⊚r certain types o□□ onitoring and □ aintenance activities ⊚r vario□s □ itigation areas by other govern□ ental entities□
Aquatic Plant Replacement: The e□penses related to replacing bene icial a □□atic plants □which □ ay or □ ay not have been re□□ired by other govern □ ental entities □
<b>General Liability Insurance:</b> The □istrict will inc□r rees to ins□re ite□s owned by the □istrict region its general liability needs
<b>Property Insurance:</b> The □istrict will inc□r rest to ins□re ite□s owned by the □istrict rest its property needs
<b>Entry and Walls Maintenance:</b> The □istrict will inc□r e□pendit□res to □ aintain the entry □ on□□ ents and the ⊡encing□



Landscape Maintenance: The □istrict will inc□r e□pendit□res to □aintain the rights o way □ edian strips recreational acilities incl□ding pond banks□entryways□and si□ilar planting areas within the □istrict□ These services incl□de b□t are not li□ited to □onthly landscape □aintenance□ertili□er□pesticides□ann□als□□□ch□and irrigation repairs□
<b>Irrigation Maintenance:</b> The □istrict will inc□r e□pendit□res related to the □aintenance o□the irrigation syste□s□
Irrigation Repairs: The □istrict will inc□r e□pendit□res related to repairs o□the irrigation syste□ s□
Landscape Replacement: E⊡pendit⊡res related to replace□ ent o⊡t⊡r⊞trees⊡shr⊡bs etc□
<b>Field Services:</b> The □istrict □ ay contract or tield □ anage□ ent services to provide landscape □ aintenance oversight□
<b>Miscellaneous Fees:</b> The □istrict □ ay inc□r □ iscellaneo□s e□penses that do not readily tit into detined categories in tield operations□
Gate Phone: The □istrict will inc□r telephone e□penses i□the □istrict has gates that are to be opened and closed□
<b>Street/Parking Lot Sweeping:</b> The □istrict □ ay inc□r e□penses related to street sweeping ⊚r roadways it owns or are owned by another govern□ ental entity□or which it elects to □ aintain□
Gate Facility Maintenance: E⊑penses related to the ongoing repairs and □ aintenance o⊑gates owned by the □istrict i⊑any□
<b>Sidewalk Repair &amp; Maintenance:</b> E⊡penses related to sidewalks located in the right o⊡way o⊡streets the □istrict □ ay own i□any□
<b>Roadway Repair &amp; Maintenance</b> : E□penses related to the repair and □ aintenance o□roadways owned by the □istrict i□any□



Gate Maintenance & Repairs: Any ongoing gate repairs and □ aintenance wo □d be incl □ded in this line ite □ □
<b>Telephone</b> , <b>Fax</b> , <b>Internet</b> : The □istrict □ay inc□r telephone□a□ and internet e□penses related to the recreational acilities□
Security System Monitoring & Maintenance: The □istrict □ay wish to install a sec□rity syste□ or the cl□bho□se
Athletic/Park Court/Field Repairs: E⊏pense related to any ⊡acilities s□ch as tennis□basketball etc□
Trail/Bike Path Maintenance: E□penses related to vario□s types o□trail or pathway syste□s the □istrict □ ay own□ro□ hard s□race to nat□ral s□races□
<b>Miscellaneous Fees:</b> □ onies collected and allocated or lees that the □istrict co□d inc□r thro□gho□t the year□which □ ay not it into any standard categories□
<b>Miscellaneous Contingency:</b> □ onies collected and allocated ⊚r e penses that the □ istrict co □ d inc □r thro □gho □t the year which □ ay not it into any standard categories □
Capital Outlay: □ onies collected and allocated ⊚r vario s proects as they relate to p blic i prove ents =



# **RESERVE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION**

The Reserve □□nd □□dget Acco□nt Category □escriptions are s□b ect to change at any ti□e depending on its application to the □istrict□ □lease note □not all Reserve □□nd □□dget Acco□nt Category □escriptions are applicable to the □istrict indicated above □Uses o □the descriptions contained herein are intended or general re@rence

REVENUES:
<b>Tax Roll:</b> The □istrict levies Non Ad □alore□ Special Assess□ents on all o the assessable property within the □istrict to pay or operating e pendit res inc red d ring the □iscal □ear The assess□ents □ ay be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Ann al □roperty Ta□□illing□This □ethod is only available to land properly platted within the ti□e li□its prescribed by the Co□nty□
<b>Off Roll:</b> □or lands not on the ta□roll and that is by way o□a direct bill ਾo□ the □istrict to the appropriate property owner□
<b>Developer Contributions:</b> The □istrict □ ay enter into a ⊞nding agree□ ent and receive certain prescribed dollars Ēo□ the □eveloper to o⊞set e□pendit□res o□the □istrict□
<b>Miscellaneous Revenues:</b> The □istrict □ ay receive □ onies or the sale or provision o □electronic access cards □entry decals etc□
EXPENDITURES:

i□ prove□ ents s□ch as cl□b	•
Canital Outlaw: Donies collected and allocated for various profects as they relate to number in proven	lontc□

Capital Reserve: □ onies collected and allocated or the □t re repair and replace or to vario scapital

Capital Outlay: □onies collected and allocated lor vario∟s prolects as they relate to p∟blic i□ prove□ ents□



# <u>DEBT SERVICE FUND BUDGET</u> ACCOUNT CATEGORY DESCRIPTION

The □ebt Service □□nd □□dget Acco□nt Category □escriptions are s□b ect to change at any ti□ e depending
on its application to the □istrict□ □lease note□not all □ebt Service □□nd □□dget Acco□nt Category
□escriptions are applicable to the □istrict indicated above□ Uses o□the descriptions contained herein are
intended or general reerence□

## **REVENUES:**

Special Assessments: Th	ne □istrict □ ay levy special assess□ ents to repay the debt inc□rred by the sale
o bonds to raise working ca	apital lor certain p⊡blic i□ prove□ ents □The assess □ ents □ ay be collected in the
sa ☐ e 🖪 shion as described	in the □perations and □aintenance Assess□ents□

# **EXPENDITURES – ADMINISTRATIVE:**

**Bank Fees:** The □istrict □ ay inc□r bank service charges d□ring the year □

**Debt Service Obligation:** This wo □d a co □ bination o □the principal and interest pay □ ent to satis ȳ the ann □al repay □ ent o □the bond iss □e debt □



# **Tab 17**



FPL Account Number: 8134119497

FPL Work Request Number: 10765626

#### **LED LIGHTING AGREEMENT**

In accordance with the following terms and conditions, <u>Madeira CDD</u> (hereinafter called the Customer), requests on this <u>13th</u> day of <u>April</u>, <u>2022</u>, from FLORIDA POWER & LIGHT COMPANY (hereinafter called FPL), a corporation organized and existing under the laws of the State of Florida, the following installation or modification of lighting facilities at (general boundaries) <u>PH 1C Streetlights</u>, located in <u>Saint Augustine</u>, Florida.

(a) Installation and/or removal of FPL-owned facilities described as follows:

Fixture Description (1)	Watts	Lumens	Color Temperature	# Installed	# Removed
Traditional Carriage (Town & Country) - W/Side Panels	39	3600	4K	17	
			12		

<sup>(1)</sup> Catalog of available fixtures and the assigned billing tier for each can be viewed at <a href="https://www.fpl.com/led">www.fpl.com/led</a>



Pole Description	# Installed	# Removed
20' Standard Black Fiberglass	17	

<sup>(</sup>b) Installation and/or removal of FPL-owned additional lighting facilities where a cost estimate for these facilities will be determined based on the job scope, and the Additional Lighting Charges factor applied to determine the monthly rate.



<sup>(</sup>c) Modification to existing facilities other than described above or additional notes (explain fully):

That, for and in consideration of the covenants set forth herein, the parties hereto covenant and agree as follows:

#### **FPL AGREES:**

1. To install or modify the lighting facilities described and identified above (hereinafter called the Lighting System), furnish to the Customer theelectric energy necessary for the operation of the Lighting System, and furnish such other services as are specified in this Agreement, all in accordance with the terms of FPL's currently effective lighting rate schedule on file at the Florida Public Service Commission (FPSC) or any successive lighting rate schedule approved by the FPSC.

#### THE CUSTOMER AGREES:

- 2. To pay a monthly fee for fixtures and poles in accordance to the Lighting tariff, and additional lighting charge in the amount of \$30.62 These charges may be adjusted subject to review and approval by the FPSC.
- To pay Contribution in Aid of Construction (CIAC) in the amount of \$0.00 prior to FPL's initiating the requested installation or modification.
- 4. To pay the monthly maintenance and energy charges in accordance to the Lighting tariff. These charges may be adjusted subject to reviewand approval by the FPSC.
- 5. To purchase from FPL all the electric energy used for the operation of the Lighting System.
- 6. To be responsible for paying, when due, all bills rendered by FPL pursuant to FPL's currently effective lighting rate schedule on file at the FPSC or any successive lighting rate schedule approved by the FPSC, for facilities and service provided in accordance with this agreement.
- To provide access, suitable construction drawings showing the location of existing and proposed structures, and appropriate plats necessaryfor planning the design and completing the construction of FPL facilities associated with the Lighting System.
- 8. To have sole responsibility to ensure lighting, poles, luminaires and fixtures are in compliance with any applicable municipal or county ordinances governing the size, wattage, lumens or general aesthetics.
- 9. For new FPL-owned lighting systems, to provide final grading to specifications, perform any clearing if needed, compacting, removal ofstumps or other obstructions that conflict with construction, identification of all non-FPL underground facilities within or near pole or trenchlocations, drainage of rights-of-way or good and sufficient easements required by FPL to accommodate the lighting facilities.
- 10. For FPL-owned fixtures on customer-owned systems:
  - a. To perform repairs or correct code violations on their existing lighting infrastructure. Notification to FPL is required once site is ready.
  - b. To repair or replace their electrical infrastructure in order to provide service to the Lighting System for daily operations or in a catastrophic event.
  - c. In the event the light is not operating correctly, Customer agrees to check voltage at the service point feeding the lighting circuit prior to submitting the request for FPL to repair the fixture.

#### IT IS MUTUALLY AGREED THAT:

- 11. Modifications to the facilities provided by FPL under this agreement, other than for maintenance, may only be made through the execution of an additional lighting agreement delineating the modifications to be accomplished. Modification of FPL lighting facilities is defined as the following:
  - a. the addition of lighting facilities:
  - b. the removal of lighting facilities; and
  - c. the removal of lighting facilities and the replacement of such facilities with new facilities and/or additional facilities.

Modifications will be subject to the costs identified in FPL's currently effective lighting rate schedule on file at the FPSC, or any successive schedule approved by the FPSC.

- 12. FPL will, at the request of the Customer, relocate the lighting facilities covered by this agreement, if provided sufficient rights-of-way or easements to do so and locations requested are consistent with clear zone right-of-way setback requirements. The Customer shall be responsible for the payment of all costs associated with any such Customer- requested relocation of FPL lighting facilities. Paymentshall be made by the Customer in advance of any relocation.
  - Lighting facilities will only be installed in locations that meet all applicable clear zone right-of-way setback requirements.
- 13. FPL may, at any time, substitute for any fixture installed hereunder another equivalent fixture which shall be of similar illuminating capacity and efficiency.



- 14. This Agreement shall be for a term of ten (10) years from the date of initiation of service, and, except as provided below, shall extend thereafter for further successive periods of five (5) years from the expiration of the initial ten (10) year term or from the expiration of any extension thereof. The date of initiation of service shall be defined as the date the first lights are energized and billing begins, not the date of this Agreement. This Agreement shall be extended automatically beyond the initial ten (10) year term or any extension thereof, unless either party shall have given written notice to the other of its desire to terminate this Agreement. The written notice shall be by certified mail and shall be given not less than ninety (90) days before the expiration of the initial ten (10) year term, or any extension thereof.
- 15. In the event lighting facilities covered by this agreement are removed, either at the request of the Customer or through termination orbreach of this Agreement, the Customer shall be responsible for paying to FPL an amount equal to the original installed cost of thefacilities provided by FPL under this agreement less any salvage value and any depreciation (based on current depreciation ratesapproved by the FPSC) plus removal cost.
- 16. Should the Customer fail to pay any bills due and rendered pursuant to this agreement or otherwise fail to perform the obligations contained in this Agreement, said obligations being material and going to the essence of this Agreement, FPL may cease to supplyelectric energy or service until the Customer has paid the bills due and rendered or has fully cured such other breach of this Agreement. Any failure of FPL to exercise its rights hereunder shall not be a waiver of its rights. It is understood, however, that such discontinuance of the supplying of electric energy or service shall not constitute a breach of this Agreement by FPL, nor shall it relieve the Customer of the obligation to perform any of the terms and conditions of this Agreement.
- 17. The obligation to furnish or purchase service shall be excused at any time that either party is prevented from complying with this Agreement by strikes, lockouts, fires, riots, acts of God, the public enemy, or by cause or causes not under the control of the party thus prevented from compliance, and FPL shall not have the obligation to furnish service if it is prevented from complying with this Agreementby reason of any partial, temporary or entire shut-down of service which, in the sole opinion of FPL, is reasonably necessary for the purpose of repairing or making more efficient all or any part of its generating or other electrical equipment.
- 18. This **Agreement supersedes all previous Agreements** or representations, either written, oral, or otherwise between the Customer and FPL, with respect to the facilities referenced herein and constitutes the entire Agreement between the parties. This Agreement does not create any rights or provide any remedies to third parties or create any additional duty, obligation or undertakings by FPL to third parties.
- 19. In the event of the sale of the real property upon which the facilities are installed, upon the written consent of FPL, this Agreement may be assigned by the Customer to the Purchaser. No assignment shall relieve the Customer from its obligations hereunder until such obligations have been assumed by the assignee and agreed to by FPL.
- 20. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Customer and FPL.
- 21. The lighting facilities shall remain the property of FPL in perpetuity.
- 22. This Agreement is subject to FPL's Electric Tariff, including, but not limited to, the General Rules and Regulations for Electric Service and the Rules of the FPSC, as they are now written, or as they may be hereafter revised, amended or supplemented. In the event of any conflict between the terms of this Agreement and the provisions of the FPL Electric Tariff or the FPSC Rules, the provisions of the Electric Tariff and FPSC Rules shall control, as they are now written, or as they may be hereafter revised, amended or supplemented.

IN WITNESS WHEREOF, the parties hereby caused this Agreement to be executed in triplicate by their duly authorized representatives to be effective as of the day and year first written above.

Charges and Terms Accepted:	
Madeira CDD	FLORIDA POWER & LIGHT COMPANY
Customer (Print or type name of Organization)  By:	Chris Venoy Digitally signed by Chris Venoy DN: cn=Chris Venoy Lighting Solutions, Date: 2022.04.13 07:50.03 -04'00'
Signature (Authorized Representative)	(Signature)
Doubles G. Maise	Chris Venov
(Print or type name)	(Print or type name)
Title: Vice Lelaianon	Title: FPL LT-1 Representative