

This instrument was prepared by and
should be returned to:
Rogers Towers, P. A.
c/o Ellen Avery-Smith, Esq.
100 Whetstone Place, Suite 200
St. Augustine, Florida 32086

GRANT OF NON-EXCLUSIVE LANDSCAPE EASEMENT

THIS GRANT OF NON-EXCLUSIVE LANDSCAPE EASEMENT (the “**Agreement**”) is made and entered into this 8th day of June, 2022, between **PONCE ASSOCIATES, LLC**, a Florida limited liability company, whose address is 4200 Marsh Landing Boulevard, Suite 100, Jacksonville Beach, Florida 32250 (“**Grantor**”), and the **MADEIRA COMMUNITY DEVELOPMENT DISTRICT**, an independent local unit of special purpose government created pursuant to and existing under the provisions of Chapter 190, Florida Statutes, with an address of 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 , and its successors and assigns (collectively, the “**Grantee**”).

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, including the mutual covenants and conditions as provided herein, the receipt and adequacy of which are hereby acknowledged, has granted, bargained and sold to Grantee, its successors, assigns, agents, employees, contractors and subcontractors (the “**Benefited Parties**”), a perpetual, non-exclusive access and landscape easement for the installation, operation, maintenance, repair and replacement of landscape, irrigation and related improvements (collectively, the “**Improvements**”), located above and below the ground, and for access, ingress and egress over the following described real property situated in St. Johns County, Florida at all times to carry out the purposes of this Agreement (the “**Easement**”), to-wit:

**PROPERTY DESCRIBED IN EXHIBIT “A” ATTACHED
HERETO AND MADE A PART HEREOF (the “Easement
Property”).**

THIS INSTRUMENT WAS PREPARED WITHOUT THE BENEFIT OF TITLE SEARCH, TITLE EXAMINATION, TITLE INSURANCE OR ATTORNEY’S OPINION OF TITLE.

1. Maintenance of Easement Property. By acceptance of the benefits of this Easement, Grantee, at its sole cost and expense, shall be responsible to perpetually maintain, repair and replace the Improvements within the Easement Property in a neat and orderly manner to the same standard Grantee maintains similar improvements it owns within its boundary. (I deleted this because I am not sure whether the CDD’s insurer is going to be willing to provide this coverage. If this language needs to remain in the easement, we will need to confirm that the CDD is able to obtain this coverage and the additional cost, if any, for the coverage.

2. Limitation on Easement. This Easement is given by Grantor to Grantee subject to the following terms, conditions and limitations: (i) Grantor shall have no obligation to repair, maintain or replace any Improvements located within the Easement Property now or in the future; and (ii) To the extent permitted by law, Grantee shall indemnify and hold Grantor harmless from and against all claims, losses, expenses, demands and liabilities, including without limitation, attorneys' fees and costs, or for damage to persons or property arising out of Grantee's use of the Easement Property; provided, however Grantee shall not be obligated to indemnify Grantor for any claims arising from Grantor's negligence or willful misconduct.

3. Land Preservation; Additional Easements. Grantor and Grantee, their successors and assigns, agree not to use the Easement Property for surface use inconsistent with the purposes of the uses described herein including, without limitation, Grantee shall be prohibited from installing any fencing within the Easement Property. The undersigned Grantor hereby reserves the right to grant easements to other parties on, over and under said Easement Property; provided, however, that any additional easements shall not interfere with the Easement.

4. Governing Law and Venue. This Agreement is governed by the laws of the State of Florida. The parties agree that any litigation arising from this Agreement shall be maintained in a court of competent jurisdiction sitting in St. Johns County, Florida.

5. Successors and Assigns. The Easement shall be binding upon and inure to the benefit of the parties specified herein, their respective legal representatives, successors and assigns, and the benefit and burdens hereof shall run with title to the Easement Property in perpetuity.

6. Construction. The captions and headings in this Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms, covenants, conditions or agreements contained herein.

7. Savings Clause. If any provision or portion of this Agreement is for any reason held to be invalid or unenforceable, such invalidity or unenforceability will not affect any other provision or portion of the Agreement, but this Agreement will, in such event, be construed as if such invalid or unenforceable provision or portion had never been contained herein.

8. Execution in Counterparts. The parties may execute this Agreement in multiple counterparts, by e-mail or facsimile, each of which constitutes an original, and all of which, collectively, constitute only one agreement.

9. Entire Agreement. This Agreement sets forth the entire understanding between the Grantor and Grantee and shall not be altered, modified or amended unless such alteration, modification or amendment is set forth in writing and signed by the party against whom the enforcement of any such alteration, modification or amendment is sought.

[SIGNATURES BEGIN ON NEXT PAGE]

IN WITNESS WHEREOF, the undersigned have signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in
the presence of:

John P. Moore
Witness:
Print Name: John P. Moore

Marilyn J. Mohrman
Witness
Print Name: Marilyn J. Mohrman

“GRANTOR”

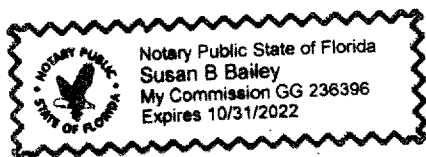
PONCE ASSOCIATES, LLC, a Florida
limited liability company

By: Doug Maier
Print Name: Doug Maier
Its: Vice President

STATE OF FLORIDA

COUNTY OF Duval

The foregoing instrument was acknowledged before me by means of (check one)
☒ physical presence or ☐ online notarization, this 8th day of June, 2022, by
Douglas G. Maier, who is (check one) ☒ is personally known to me or ☐ has produced
a valid driver's license as identification.



Susan B. Bailey
Print Name: Susan B. Bailey
Notary Public
My Commission Expires: 10-31-22
Commission Number: GG 236396

Signed, sealed and delivered in
the presence of:

Witness:

Print Name:

John P. Moore
John P. Moore

Witness:

Print Name:

Marilyn J. Mohrman
Marilyn J. Mohrman

“GRANTEE”

MADEIRA COMMUNITY DEVELOPMENT
DISTRICT, a local unit of special purpose
government

By:

Name: William R. Lanius

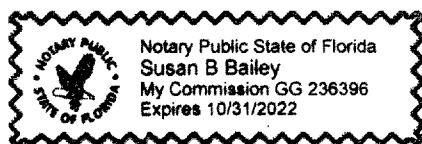
Its: Chairman

STATE OF FLORIDA

COUNTY OF ST. JOHNS

I HEREBY CERTIFY that on this day, before me, by means of ☒ physical presence or
☐ online notarization, an officer duly authorized to take acknowledgements, personally appeared
William R. Lanius, who is Chairman of MADEIRA COMMUNITY
DEVELOPMENT DISTRICT, a local unit of special purpose government, and acknowledged
before me that he executed the foregoing Declaration in the name of and on behalf of said district.

WITNESS my hand and official seal in the County and State aforesaid, this 5th day of
June, 2022.



Susan B. Bailey
Notary Public, State of Florida

Printed Name: Susan B. Bailey

Commission Number: GG 236396

Commission expires: 10-31-22

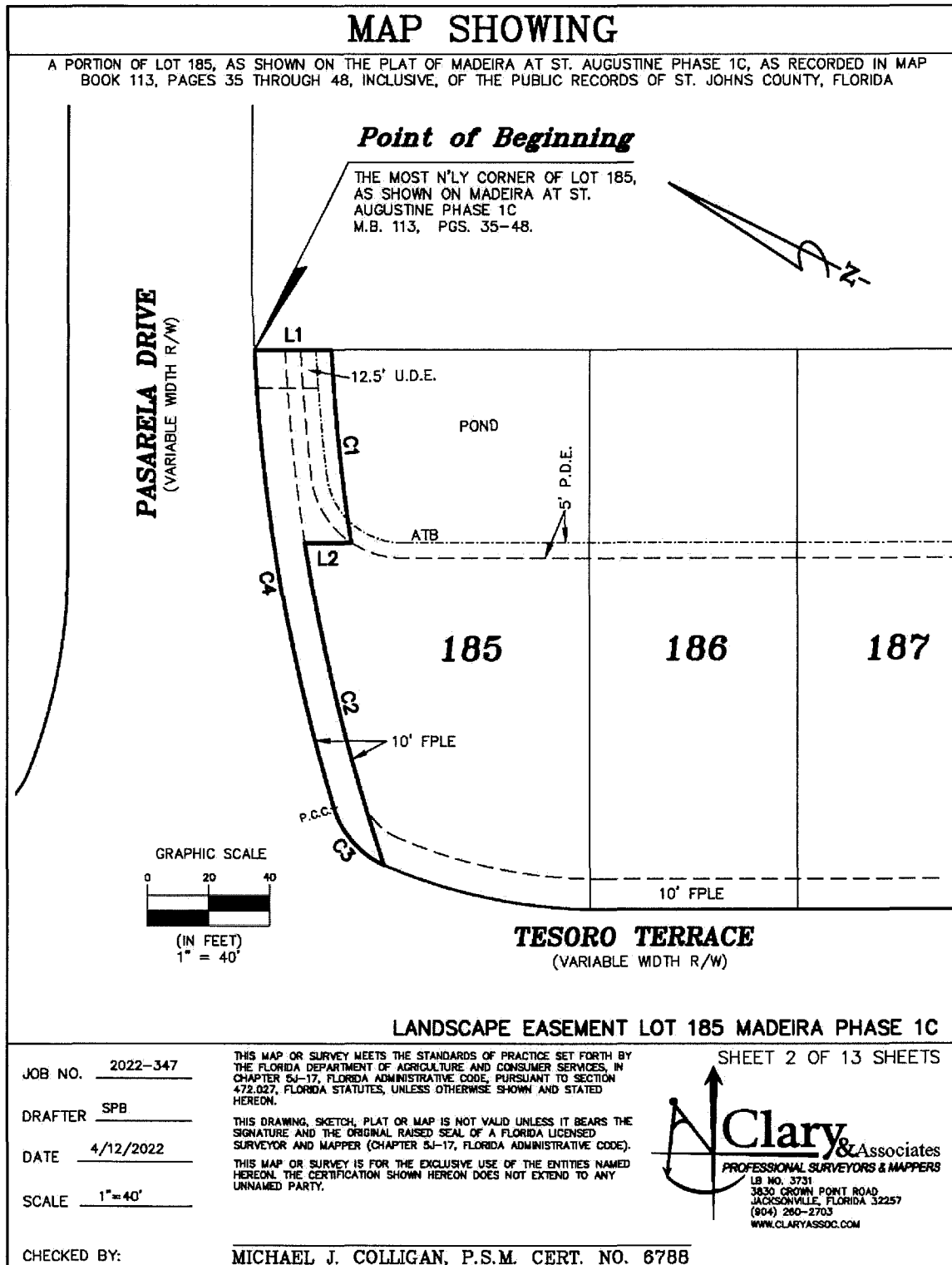
EXHIBIT "A"
Easement Property

LANDSCAPE EASEMENT

A PORTION OF LOT 185, AS SHOWN ON THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, AS RECORDED IN MAP BOOK 113, PAGES 35 THROUGH 48, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHERLY CORNER OF SAID LOT 185; THENCE SOUTH 26°29'00" EAST, ALONG THE NORTHEASTERLY LINE OF SAID LOT 185, A DISTANCE OF 25.03 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 607.00 FEET, AN ARC DISTANCE OF 63.40 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 57°27'58" WEST, 63.37 FEET; THENCE NORTH 26°29'00" WEST, 15.18 FEET, TO THE ARC OF A CURVE LEADING SOUTHWESTERLY; THENCE SOUTHWESTERLY, ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 622.00 FEET, AN ARC DISTANCE OF 108.82 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF SOUTH 49°40'55" WEST, 108.68 FEET, TO THE SOUTHERLY RIGHT OF WAY LINE OF PASARELA DRIVE, A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED, AND THE ARC OF A CURVE LEADING NORTHERLY; THENCE NORTHERLY, ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 30.00 FEET, AN ARC DISTANCE OF 25.78 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 22°08'29" EAST, 25.00 FEET, TO THE POINT OF COMPOUND CURVATURE OF A CURVE LEADING NORTHEASTERLY; THENCE NORTHEASTERLY, CONTINUING ALONG LAST SAID LINE AND ALONG AND AROUND THE ARC OF SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 632.00 FEET, AN ARC DISTANCE OF 152.39 FEET, SAID ARC BEING SUBTENDED BY A CHORD BEARING AND DISTANCE OF NORTH 53°40'18" EAST, 152.02 FEET, TO THE POINT OF BEGINNING.

CONTAINING 0.06 ACRES, MORE OR LESS.



MAP SHOWING

LANDSCAPE EASEMENT

A PORTION OF LOT 185, AS SHOWN ON THE PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C, AS RECORDED IN MAP BOOK 113, PAGES 35 THROUGH 48, INCLUSIVE, OF THE PUBLIC RECORDS OF ST. JOHNS COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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CONTAINING 0.06 ACRES, MORE OR LESS.

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	BEARING	CHORD
C1	607.00'	63.40'	5°59'05"	S57°27'58"W	63.37'
C2	622.00'	108.82'	10°01'25"	S49°40'55"W	108.68'
C3	30.00'	25.78'	49°14'43"	N22°08'29"E	25.00'
C4	632.00'	152.39'	13°48'56"	N53°40'18"E	152.02'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S26°29'00"E	25.03'
L2	N26°29'00"W	15.18'

GENERAL NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTHERLY LINE OF LOT 185 AS S26°29'00"E, PER PLAT OF MADEIRA AT ST. AUGUSTINE PHASE 1C (M.B. 113, PGS. 35-48).
2. THIS MAP DOES NOT REPRESENT A BOUNDARY SURVEY.
3. THIS DRAWING MAY HAVE BEEN ENLARGED OR REDUCED FROM THE ORIGINAL. UTILIZE THE GRAPHIC SCALE AS SHOWN.
4. THIS MAP WAS MADE WITHOUT THE BENEFIT OF AN ABSTRACT TITLE, THEREFORE, THERE COULD BE ADDITIONAL EASEMENTS, COVENANTS AND RESTRICTIONS OR OTHER MATTERS OF PUBLIC RECORD THAT MAY AFFECT THIS PARCEL.

LEGEND

R/W = RIGHT OF WAY
M.B. = MAP BOOK
PG.(S) = PAGE(S)
NO. = NUMBER
FPLE = FLORIDA POWER & LIGHT EASEMENT
UDE = UNOBSTRUCTED DRAINAGE EASEMENT

LANDSCAPE EASEMENT LOT 185 MADEIRA PHASE 1C

JOB NO. 2022-347

DRAFTER SPB

DATE 4/12/2022

SCALE 1"=40'

CHECKED BY:

THIS MAP OR SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, IN CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, UNLESS OTHERWISE SHOWN AND STATED HEREON.

THIS DRAWING, SKETCH, PLAT OR MAP IS NOT VALID UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER (CHAPTER 6J-17, FLORIDA ADMINISTRATIVE CODE).

THIS MAP OR SURVEY IS FOR THE EXCLUSIVE USE OF THE ENTITIES NAMED HEREON. THE CERTIFICATION SHOWN HEREON DOES NOT EXTEND TO ANY UNNAMED PARTY.

SHEET 2 OF 13 SHEETS



MICHAEL J. COLLIGAN, P.S.M. CERT. NO. 6788