



# **AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

## **COLLIER COUNTY REGULAR BOARD MEETING MARCH 1, 2022 6:00 P.M.**

Special District Services, Inc.  
The Oaks Center  
2501A Burns Road  
Palm Beach Gardens, FL 33410

[www.avemariastewardshipcd.org](http://www.avemariastewardshipcd.org)

561.630.4922 Telephone  
877.SDS.4922 Toll Free  
561.630.4923 Facsimile

**AGENDA**  
**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**  
**REGULAR BOARD MEETING**

**March 1, 2022**

**6:00 p.m.**

**Ave Maria Master Association (office/fitness center)**

**5080 Annunciation Circle, Unit 101**

**Ave Maria, Florida 34142**

**TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/83198051068>**

**MEETING ID: 831 9805 1068 DIAL IN AT: 1 929 436 2866**

- A. Call to Order
- B. Pledge of Allegiance
- C. Invocation
- D. Proof of Publication.....Page 1
- E. Establish Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public for Items Not on the Agenda
- H. Approval of Minutes
  - 1. February 1, 2022 Regular Board Meeting Minutes.....Page 2
- I. Old Business
  - 1. Consider Ratification of Settlement and Release Agreement.....Page 10
- J. New Business
  - 1. Presentation by Mosquito Control District
  - 2. Financing
    - a. Series 2012 Refinancing Bonds
      - i. Consider Resolution No. 2022-08 – Ratifying Sale of Bonds and Associated Actions – Series 2022A.....Page 23
      - ii. Consider Approval of Supplemental Disclosure of Public Financing – 2022A Bonds.....Page 25
        - Audience Comments
    - b. Series 2022 Maple Ridge Phase 5 Bonds
      - i. Consider Resolution No. 2022-09 – Ratifying Sale of Bonds and Associated Actions – Series 2022.....Page 43
      - ii. Consider Approval of Supplemental Disclosure of Public Financing – 2022 Bonds.....Page 45
        - Audience Comments
  - 3. Consider Approval of Revision to August 2021 Master Bonds Supplemental Assessment Report.....Page 65
    - Audience Comments
  - 4. Consider Resolution No. 2022-10 – Adopting a Revised Series 2021 Master Bonds Supplemental to the Fourth Sub-Master Supplemental Assessment Methodology Report.....Page 84
    - Audience Comments

5. Letter from District Construction Manager Regarding Bids for Anthem Parkway Retrofit Project.....Page 87
  - Audience Comments
6. Consider Resolution No. 2022-11 – Awarding Contract for Anthem Parkway Retrofit Project....Page 88
  - Audience Comments
7. Consider Resolution No. 2022-12 – Designating Emergency Facility Debris for Removal.....Page 90
  - Audience Comments
8. Consider Approval of Old EMS Building Removal.....Page 94
  - Audience Comments
9. Consider Approval of Proposal for Wastewater and Stormwater Needs Analysis.....Page 95
  - Audience Comments
10. Discussion Regarding Golf Cart Accountability and Police Violations
  - Audience Comments
11. Discussion Regarding Signage Throughout Community
  - Audience Comments

K. Administrative Matters

1. Legal Report
2. Engineer Report
3. Manager’s Report
  - a. AMSCD Projects Update.....Page 101
  - b. Financials.....Page 104

L. Board Members Comments

M. Adjourn

## Miscellaneous Notices



Published in Naples Daily News on February 21, 2022

### Location

Collier County, Florida

### Notice Text

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT NOTICE OF REGULAR BOARD MEETING The Board of Supervisors (the "Board") of the Ave Maria Stewardship Community District (the "District") will hold a Regular Board Meeting ("Meeting") at 6:00 p.m. on March 1, 2022, in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142, and will also hold the Meeting utilizing communications media technology through the following login information: Join by URL for VIDEO ACCESS at: <https://us02web.zoom.us/j/83198051068> Meeting ID: 831 9805 1068 Join by PHONE at: 1-929-436-2866 Meeting ID: 831 9805 1068 The purpose of the Meeting is for the Board to address District related items as noted on the Agenda. At such time the Board is so authorized and may consider any business that may properly come before it. A copy of the agenda may be obtained at the offices of the District Manager, Special District Services, Inc., 2501A Burns Road, Palm Beach Gardens, Florida 33410 (561) 630-4922, during normal business hours, or by visiting the District's website at [www.avemariastewardshipcd.org](http://www.avemariastewardshipcd.org) seven (7) days prior to the meeting date. The meeting is open to the public and will be conducted in accordance with the provisions of Florida law. The meeting may be continued to a date, time and place to be specified on the record at the meeting. There may be occasions when Board Supervisors or District Staff may participate by speaker telephone. Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1, or 1-800-955-8771 (TTY)/1-800-955-8770 (Voice), for aid in contacting the District Manager's office. Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person will need a record of 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 such appeal is to be based. AVE MARIA STEWARDSHIP COMMUNITY DISTRICT [www.avemariastewardshipcd.org](http://www.avemariastewardshipcd.org) Feb 21, 2022 #5134154

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
REGULAR BOARD MEETING  
Ave Maria Master Association  
5080 Annunciation Circle, Unit 101  
Ave Maria, Florida 34142**

or

**TO JOIN VIA ZOOM: <https://us02web.zoom.us/j/83198051068>**

**MEETING ID: 894 3776 5987 DIAL IN AT: 1 929 436 2866**

**FEBRUARY 1, 2022**

**A. CALL TO ORDER**

The February 1, 2022, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 9:00 a.m. in the Ave Maria Master Association located at 5080 Annunciation Circle, Unit 101, Ave Maria, Florida 34142. The meeting was also available via the Zoom information indicated above.

**B. PLEDGE OF ALLEGIANCE**

**C. INVOCATION**

Mr. Klucik led the meeting in prayer.

**D. PROOF OF PUBLICATION**

Proof of publication was presented indicating that notice of the Regular Board Meeting had been published in the *Naples Daily News* on January 25, 2022, as legally required.

**E. ESTABLISH A QUORUM**

A quorum was established with the following:

**Board of Supervisors**

Chairman	Thomas Peek	Present
Vice Chair	Jay Roth	Present
Supervisor	Jeff Sonalia	Present
Supervisor	Tom DiFlorio	Present
Supervisor	Robb Klucik	Present

District Staff in attendance were:

District Manager	Todd Wodraska (via Zoom)	Special District Services, Inc.
District Manager	Andrew Karmeris	Special District Services, Inc.
General Counsel	Alyssa Willson	Kutak Rock, LLP

District Engineer	Ted Tryka	Agnoli Barber & Brundage, Inc.
Owner Representative	David Genson	Barron Collier Companies

Commissioner McDaniel, Fire Chief Choate, Kim Twiss, Russ Weyer, Donny Diaz, Cynthia Wilhelm and Rhonda Mossing were also present.

District residents Roger Echols, Nicole Green and Deanna Romero were in attendance as well as many other District residents via zoom.

#### **F. ADDITIONS OR DELETIONS TO THE AGENDA**

Mr. Klucik had four additions to the Agenda that he asked to be done at the beginning of New Business. The items were as follows: 1. Stop Sign on Avila; 2. Signage; 3. Trees on Avila and 4. Discussion regarding Cemetery in Ave Maria.

The board approved the agenda as amended.

#### **G. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA**

District resident Mary Clayton asked if there were any updates on Ave Maria getting an additional zip code? Mr. Genson explained that this is done by the federal government through the survey process.

#### **H. APPROVAL OF MINUTES**

##### **1. January 11, 2022, Regular Board Meeting**

The minutes of the January 11, 2022, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the minutes of the January 11, 2022, Regular Board Meeting, as amended correcting the Board of Supervisors list.

#### **I. OLD BUSINESS**

There were no old business items to discuss.

#### **J. NEW BUSINESS**

##### **1. Stop Sign on Avila Discussion**

Mr. Tryka addressed the Board and informed them that 2 new stop signs were added, and a four-way stop was removed per traffic study. District resident Denna Romero asked if there is a ban on traffic lights? Mr. Klucik stated that he was not aware of any prohibition on traffic lights but that is not something this Board has discussed. Mr. Klucik then asked Mr. Tryka about the light up pole where the four-way stop was removed. Mr. Tryka said that is for pedestrian crossing. He also added that flags will be added to the stop signs. Ms. Twiss stated that the Master Association has notified the residents for the past 5 weeks of the new stop signs.

## **2. Signage**

Mr. Genson distributed to the Board a draft of rules that Ave Maria Development is planning to impose on builders within Ave Maria. He then discussed the rules with the Board and opened the floor for questions. Mr. Klucik was concerned that Del Webb would be allowed 6 signs under this set of rules due to having three entrances. Mr. Genson stated his team would look into that concern. The item was informational only and no Board action was taken.

## **3. Trees on Avilla**

Mr. Klucik stated that he was concerned with some of the empty spots along Avila and wondered if everything was up to code. Mr. Genson responded that the landscape architect that has been hired will be looking at the area and will have an update at the next meeting.

A **motion** was made by Mr. Klucik, seconded by Mr. DiFlorio, and passed unanimously authorizing the District Manager to approve a proposal to replace the trees on Avila for an amount not to exceed \$10,000.

## **4. Discussion Regarding Cemetery**

District resident Deanna Romero asked about the district's plans to build a cemetery within Ave Maria. Ms. Willson explained that authorizing a cemetery be constructed within Ave Maria is not something within the district's powers. Mr. Klucik added that this Board of Supervisors has not had any discussions regarding a cemetery because it not district business. Mr. Genson added that if a builder out there is interested in building a cemetery, Ave Maria Development would entertain the idea.

A **motion** was made by Mr. Klucik, seconded by Mr. DiFlorio, and passed unanimously authorizing a letter thanking Mr. Monaghan be authored and sent by Mr. Klucik.

## **5. Financing**

### **a. Series 2012 Refinancing Bonds**

#### **i. Consider Resolution No. 2022-04 Ratifying the Chairman's Execution of the Bond Purchase Agreement to Issue Capital Improvement Revenue Refunding Bonds, Series 2022A**

Ms. Willson presented.

### **RESOLUTION NO. 2022-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT RATIFYING THE CHAIRMAN'S EXECUTION OF THE BOND PURCHASE AGREEMENT TO ISSUE THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2022A (THE "BONDS").**

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously approving Resolution 2022-04 as amended. A redemption date was written in scrivener's error and was amended.

#### **ii. Consider Resolution No. 2022-05 Adopting Supplemental Assessment Resolution**

Ms. Weyer presented Resolution No. 2022-05 and fielded questions from the Board regarding his report.

**RESOLUTION NO. 2022-05**

**A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2022A; CONFIRMING AND ADOPTING A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING SERIES 2022A REFUNDING BONDS; PROVIDING FOR THE SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2022A SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously adopting resolution No. 2022-05, as presented.

**b. Series 2022 Maple Ridge Phase 5 Bonds**

**i. Consider Resolution No. 2022-06 Adopting Supplemental Assessment Resolution**

Mr. Weyer presented.

**RESOLUTION NO. 2022-06**

**A RESOLUTION SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022; CONFIRMING DISTRICT'S PROVISION OF INFRASTRUCTURE IMPROVEMENTS AND ADOPTING AN ENGINEER'S REPORT; CONFIRMING AND ADOPTING A SUPPLEMENTAL ASSESSMENT REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING SERIES 2022 BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR THE SUPPLEMENT TO THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2022 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE**

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously adopting resolution No. 2022-06, as presented.

**6. Consider Resolution No. 2022-07- Designating Board Seats Regarding Transition of Seat to General Election**

Ms. Willson presented.

**RESOLUTION 2022-07**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT IMPLEMENTING CHAPTER 2004-461(4)(4)(c), LAWS OF FLORIDA, AND REQUESTING THAT THE COLLIER COUNTY SUPERVISOR OF ELECTIONS BEGIN CONDUCTING THE DISTRICT'S GENERAL ELECTIONS; PROVIDING FOR COMPENSATION; SETTING FORTH THE TERMS OF**



## **OFFICE; AUTHORIZING NOTICE OF THE QUALIFYING PERIOD; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

Ms. Willson explained the resolution and added that there is no statutory or language in the district's special act offering additional guidance on which seat to should transition but due to timing of the general election and expiration of the seat terms, recommended either seat 4 or seat 5.

A **motion** was made by Mr. Klucik stating seat 4 be the seat that transitions to general election. A lengthy discussion ensued. Mr. Klucik then withdrew his motion.

A **motion** was made by Mr. Roth, seconded by Mr. Sonalia designating seat 5 as the seat that transitions to general election under approval of Resolution No. 2022-07. The **motion** carried 4 to 1, Mr. Klucik voted against.

### **7. Consider Approval of Construction Easement**

Mr. Genson presented.

A **motion** was made by Mr. Roth, seconded by Mr. Roth and passed unanimously approving the construction easement, as presented.

## **K. ADMINISTRATIVE MATTERS**

### **1. Legal Report**

Ms. Willson had nothing further to report.

### **2. Engineer's Report**

Mr. Tryka had nothing further after the items discussed in the projects list.

### **3. Manager's Report**

#### **a AMSCD Projects Update**

Mr. Genson provided an update on all the items being funded by Ave Maria Development.

#### **b. Financials**

Mr. Karmeris presented the financials provided in the meeting packet.

## **M. BOARD MEMBER COMMENTS**

Mr. DiFlorio asked Chief Choate if the issues raised about Anthem Parkway have been resolved? Chief Choate said no issues at this time.

Chief Choate informed the Board that construction trucks and dump trucks were not using the back access road. Mr. Genson said he would bring it up with the builders in the community.

Chairman Peek thanked Commissioner McDaniel for attending the meetings.

**N. ADJOURNMENT**

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 10:23 a.m. by Chairman Peek. There were no objections.

---

**Secretary/Assistant Secretary**

---

**Chair/Vice-Chairman**

# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

## FEBRUARY 2022-DRAFT

Project Name	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Landscaping S. AMB- Phase II	07/2020	TBD	TBD	0%	AMD	Landscape Architect hired.
Pilot Program- Landscaping	11/2020	TBD	TBD		AMD	Anthem Phase 4 Inverted Median – in design
Avila/Roma 4-way stop “swap” & “STOP” on Roads; Parking Spot Removal	10/2021	02/2022	\$20,000	Design 100% Begin Bid	District Engineer/ AMD	January construction start expected.
Anthem Parkway Phase 4	12/2020	03/2022	\$2.6M	0%	AMD	Project underway
Qualified Elector Threshold/Mapping	06/2021	03/2022			District Engineer	Board approved map, challenge period started.
Trees Replacement around Milano, Avilla and AMB	10/2022	TBD				See monthly landscape report.
Signage throughout community					AMD	No Board action to take.
External Projects						
Fire Station Construction	03/2020	08/2021	N/A		Immokalee Fire District	On schedule
Public School K-5	03/2020	08/2024			AMD/School Bd	Architect/Design Phase

# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Security Cameras (License Plate Readers)	02/2021	2/2022	\$70,000	100%	Master Assoc.	Cameras have been installed.
Security Cameras (At North and South Park)	01/2020	2/2022	\$140,000	100%	Master Assoc.	Cameras have been installed.
Hospital	TBD	TBD	TBD			AMD has done everything on their end. It is in the hands of the potential Hospital Providers

## SETTLEMENT AND RELEASE AGREEMENT

THIS SETTLEMENT AND RELEASE AGREEMENT ("Settlement Agreement") is made and entered into as of **February 3**, 2022 (the "Effective Date", which is the last day the last party signs this Settlement Agreement) by and between MJ Land Development, Inc. ("MJ Land"), CC Devco, LLC, d/b/a CC Homes ("CC"), Ave Maria Stewardship Community District ("District"), and Ave Maria Development, LLLP ("Ave Maria Development") and collectively, the "Parties").

### RECITALS

WHEREAS, MJ Land performed certain debris removal and clean-up work within the community known as Ave Maria in Naples, Florida the ("Work"); and

WHEREAS, a dispute arose between MJ Land and CC regarding payment for the Work; and

WHEREAS, MJ Land filed suit against CC and the District seeking a determination of responsibility for payment for the Work in *MJ Land Development, Inc., v. CC Devco, LLC d/b/a CC Homes, et al.*, Broward County Circuit Court Case No. CACE-21-018353 (the "Dispute"); and

WHEREAS, the Parties desire to resolve the Dispute and avoid costly litigation; and

WHEREAS, the Parties have reached an amicable resolution to the Dispute and agree to settle the Dispute as set forth herein.

### AGREEMENT

NOW, THEREFORE, in consideration of the recitals and mutual promises and covenants contained herein, and for other good and sufficient consideration, the sufficiency of which is hereby acknowledged, it is agreed by and between the Parties as follows:

1. The Parties agree to execute a joint stipulated dismissal with prejudice of MJ Land's suit and all associated claims in *MJ Land Development, Inc., v. CC Devco, LLC d/b/a CC Homes, et al.*, Broward County Circuit Court Case No. CACE-21-018353, as attached hereto and incorporated herein as **Exhibit A**, which MJ Land's counsel will hold in escrow until satisfaction in full of the payments in paragraphs 2 and 3, and within 5 days thereafter MJ Land's counsel shall file same with the Court together with an Agreed Order approving the joint stipulation of dismissal attached herein as **Exhibit B**.

2. Within five (5) days after the Effective Date, the CC will remit to MJ Land \$5,555.00 and District will remit to MJ Land \$63,355.00 via wire transfer to The Halle Law Firm, P.A. Trust Account (counsel for MJ Land).

3. Upon satisfaction of Paragraph 2 herein, District shall further reimburse to MJ Land its reasonable attorney fees associated with the Dispute in the amount of \$7,500.00 (MJ Land has



provided satisfactory evidence of such reasonable attorneys' fees). CC and the District shall each bear its own attorneys' fees associated with the Dispute and this Settlement Agreement.

4. The District's joinder in this Settlement Agreement is conditioned upon the agreement of Ave Maria Development to reimburse the District for the amounts paid by the District to MJ Land through that certain funding agreement between the District and Ave Maria Development. Ave Maria Development's joinder in this Settlement Agreement is to demonstrate its agreement to such reimbursement and does not, for any purpose whatsoever, reflect or admit any involvement in the Dispute by Ave Maria Development.

5. The parties agree to execute such other documents and make such other assurances as are reasonably necessary to effectuate the provisions of this Agreement.

6. No Admission of Liability. The Parties stipulate and agree that entry into this Settlement Agreement does not constitute, for any purpose whatsoever, either directly or indirectly, an admission of any liability whatsoever, and that each Party expressly denies any such liability. This Settlement Agreement represents the compromise of disputed and contingent claims.

7. Mutual Release.

- a. Except for the obligations under this Settlement Agreement, the Parties and each of their direct and indirect affiliates, shareholders, equity owners, directors, officers, and employees and each of their respective predecessors, successors, and assigns, and on behalf of any other party claiming an interest through any of the foregoing, release and forever discharge as to each Party and each of their predecessors, successors, assigns, affiliates, directors, officers, shareholders, equity owners, and employees, any and all claims, debts, liabilities, demands, obligations, costs, expenses, actions and causes of action, whether known or unknown, vested or contingent, including any claim to attorneys' fees, from the beginning of time through the Effective Date, relating to the Dispute.
- b. The releases as set forth in herein are intended to be a full and unconditional general release relating to the Dispute, extending to all claims of any nature, whether or not known, expected or anticipated to exist regardless of whether any unknown, unsuspected or unanticipated claim would materially affect settlement and compromise of any matter mentioned herein relating to the Dispute. In making this voluntary express waiver, the Parties acknowledge that claims or facts in addition to or different from those which are now known to exist with respect to the matters mentioned herein relating to the Dispute may later be discovered and that it is the intention of the Parties to hereby fully and forever settle and release any and all matters relating to the Dispute, regardless of the possibility of later discovered claims or facts. The Parties acknowledge that they have had adequate opportunity to gather all information necessary to enter into this Settlement Agreement to grant the releases contained herein, and need no further information or knowledge of any kind that would otherwise influence the decision to enter into this Settlement Agreement.
- c. The Parties acknowledge and agree that these releases are essential, integral, and material terms of this Settlement Agreement.



8. Authority. The Parties represent and warrant that they and their representative signing on their behalf have full power and authority to enter into this Settlement Agreement. No consent of any third party is necessary or required in order for each Party to perform its obligations hereunder.

9. Force Majeure. Notwithstanding anything herein to the contrary, any deadline for completion of an obligation under this Settlement Agreement shall be extended for delays caused by Force Majeure. "Force Majeure" means any one or more of the following: (a) any act of God, including without limitation, a natural catastrophe such as a flood, an earthquake, a tidal wave, a volcanic eruption, a tornado, hurricane or a pest infestation; (b) unusually adverse weather; (c) acts of war, terrorism, or bioterrorism; (d) the unavailability of energy, power or materials because of strikes or lockouts or otherwise; (e) enemy or hostile government action, civil commotion, insurrection, sabotage; (f) any governmental moratorium or unusual delay (A) in obtaining governmental inspections needed for, and/or (B) on the issuance by any applicable governmental authority of, any licenses, permits or other governmental approvals required hereunder; (g) delays relating to, or supply chain interruptions affecting, obtaining supplies, parts, inventory, and/or other products; (h) governmental or health organization edicts, actions, declarations or quarantines; (i) the closure or material reduction in staff of any governmental office whose services are necessary in order for any party to be able to perform its obligations hereunder or under the Related Agreements; (j) any actual or threatened health emergency, including, but not limited to, epidemics, pandemic, famine, disease, plague, quarantine, and other health risk, including, but not limited, to health risks declared or recognized by the Centers for Disease Control, the World Health Organization, governmental authorities or other similar body and/or (k) any other reason primarily due to cause or causes beyond the reasonable control of the obligated party. For the avoidance of doubt, a financial inability to perform is not Force Majeure. Notwithstanding anything herein to the contrary, any deadline for completion of an obligation under this Settlement Agreement shall be extended for no more than 30 days.

10. Successors and Assigns. This Settlement Agreement shall be binding on, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns.

11. Governing Law/Venue. This Settlement Agreement is entered into and executed in Florida and shall be governed by the laws of Florida. Any claim or dispute either one may have against the other related to this Settlement Agreement must be resolved by either a state or federal court located in Broward County, Florida.

12. Entire Agreement/Amendment. This Settlement Agreement is the entire agreement of the Parties relative to this subject and will not be waived, altered, amended, or rescinded in whole or in part, except by an express signed written agreement of the Parties.

13. Attorneys' Fees. The prevailing party in any legal proceeding to enforce the terms of this Settlement Agreement is entitled to recover all of its attorneys' fees and costs (including fees and cost incurred in arguing over amount of fees and costs) from the non-prevailing party or parties.

14. Representation by Counsel. The Parties have had the opportunity to consult with their respective legal counsel of their choice with respect to this Settlement Agreement, including the full and final releases of claims set forth herein.

15. Severability. Whenever possible, each provision of this Settlement Agreement shall be interpreted in such a manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Settlement Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Settlement Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

16. Public Records. The Parties understand and agree that this Settlement Agreement and all documents of any kind provided to the District in connection with this Settlement Agreement may be public records and treated as such in accordance with Florida law.

17. Counterparts. This Settlement Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Signature pages may be exchanged by electronic mail.

**MJ LAND DEVELOPMENT, INC.**

BY:  \_\_\_\_\_  
21BCB81CA4E349A...  
ITS: President \_\_\_\_\_

**CC DEVCO, LLC d/b/a CC HOMES**

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

**AVE MARIA DEVELOPMENT, LLLP**

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

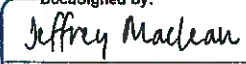


15. Severability. Whenever possible, each provision of this Settlement Agreement shall be interpreted in such a manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Settlement Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Settlement Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

16. Public Records. The Parties understand and agree that this Settlement Agreement and all documents of any kind provided to the District in connection with this Settlement Agreement may be public records and treated as such in accordance with Florida law.

17. Counterparts. This Settlement Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Signature pages may be exchanged by electronic mail.

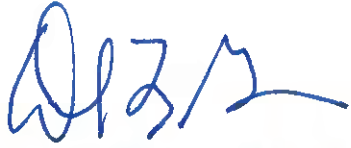
**MJ LAND DEVELOPMENT, INC.**

BY:   
DocuSigned by:  
21BCB81CA4E349A...  
 ITS: President

**CC DEVCO, LLC d/b/a CC HOMES**

BY: \_\_\_\_\_  
 ITS: \_\_\_\_\_

**AVE MARIA DEVELOPMENT, LLLP**

BY:   
 ITS: V.P. OF BARRON COLLIER  
CORP., ITS MANAGER

**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

BY: \_\_\_\_\_  
 ITS: \_\_\_\_\_

15. Severability. Whenever possible, each provision of this Settlement Agreement shall be interpreted in such a manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Settlement Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Settlement Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

16. Public Records. The Parties understand and agree that this Settlement Agreement and all documents of any kind provided to the District in connection with this Settlement Agreement may be public records and treated as such in accordance with Florida law.

17. Counterparts. This Settlement Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Signature pages may be exchanged by electronic mail.

**MJ LAND DEVELOPMENT, INC.**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**CC DEVCO, LLC d/b/a CC HOMES**

BY: Aly Hym

ITS: VP

**AVE MARIA DEVELOPMENT, LLLP**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

15. Severability. Whenever possible, each provision of this Settlement Agreement shall be interpreted in such a manner as to be effective and valid under all applicable laws and regulations. If, however, any provision of this Settlement Agreement shall be prohibited by or invalid under any such law or regulation in any jurisdiction, it shall, as to such jurisdiction, be deemed modified to conform to the minimum requirements of such law or regulation, or, if for any reason it is not deemed so modified, it shall be ineffective and invalid only to the extent of such prohibition or invalidity without affecting the remaining provisions of this Settlement Agreement, or the validity or effectiveness of such provision in any other jurisdiction.

16. Public Records. The Parties understand and agree that this Settlement Agreement and all documents of any kind provided to the District in connection with this Settlement Agreement may be public records and treated as such in accordance with Florida law.

17. Counterparts. This Settlement Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Signature pages may be exchanged by electronic mail.

**MJ LAND DEVELOPMENT, INC.**

**CC DEVCO, LLC d/b/a CC HOMES**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

ITS: \_\_\_\_\_

**AVE MARIA DEVELOPMENT, LLLP**

**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

BY: \_\_\_\_\_

BY:  \_\_\_\_\_

ITS: \_\_\_\_\_

ITS: \_\_\_\_\_



# EXHIBIT A

## IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD COUNTY, FLORIDA

CASE NO. CACE21018353

DIVISION 25

JUDGE Phillips, Carol-Lisa (25)

MJ DEVELOPMENT, INC.,  
a Florida Corporation,  
Plaintiffs,

v.

Case No.: CACE-21-018353

CC DEVCO, LLC d/b/a CC HOMES,  
a Florida Limited Liability Company,  
and AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT,  
Defendants.

\_\_\_\_\_ /

### JOINT STIPULATION FOR DISMISSAL WITH PREJUDICE

Plaintiff MJ LAND DEVELOPMENT, INC., and Defendants CC DEVCO, LLC d/b/a CC HOMES and AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, by and through undersigned counsel and pursuant to Fla. R. Civ. P. 1.420(a)(1) and the Settlement and Release Agreement filed with the Court, hereby stipulate to voluntarily dismissal of this case with prejudice.

\* \* \*

Respectfully submitted this \_\_\_ day of January, 2022.

/s/ DRAFT

April L. Halle  
Florida Bar No. 0059145  
THE HALLE LAW FIRM, P.A.  
2929 E. Commercial Boulevard, Suite 300  
Tel: (954) 537-0466  
Email: [ahalle@hallelawfirm.com](mailto:ahalle@hallelawfirm.com);  
[admin@hallelawfirm.com](mailto:admin@hallelawfirm.com)

*Counsel for Plaintiff MJ Land Development,  
Inc.*

/s/ DRAFT

Derek E. León  
Florida Bar No. 625507  
Benjamin Weinberg  
Florida Bar No. 061519  
Brittany L. Finnegan  
Florida Bar No. 1032047  
LEÓN COSGROVE, LLP  
255 Alhambra Circle, 8th Floor  
Miami, Florida 33134  
Tel: 305-740-1975  
Fax: 305-351-4059  
Email: [dleon@leoncosgrove.com](mailto:dleon@leoncosgrove.com)  
Email: [bweinberg@leoncosgrove.com](mailto:bweinberg@leoncosgrove.com)  
Email: [bfinnegan@leoncosgrove.com](mailto:bfinnegan@leoncosgrove.com)  
Email: [eperez@leoncosgrove.com](mailto:eperez@leoncosgrove.com)

*Counsel for Defendant CC Devco, LLC, d/b/a  
CC Homes*

/s/ DRAFT

Joseph A. Brown  
Florida Bar No. 0025765  
KUTAK ROCK, LLP  
P.O. Box 10230  
Tallahassee, Florida 32302  
Tel: (850) 519-7469  
Email: [Joseph.Brown@KutakRock.com](mailto:Joseph.Brown@KutakRock.com)  
Email: [Kim.Hancock@KutakRock.com](mailto:Kim.Hancock@KutakRock.com)

*Counsel for Defendant  
Ave Maria Stewardship Community District*

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing has been furnished this \_\_\_\_  
Day of January 2022 via Email through the Court's E-Filing Portal on all counsel of record.

\_\_\_\_\_  
*/s/ DRAFT*  
Attorney

**EXHIBIT B**

**IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT  
IN AND FOR BROWARD COUNTY, FLORIDA**

CASE NO. CACE21018353

DIVISION 25

JUDGE Phillips, Carol-Lisa (25)

MJ DEVELOPMENT, INC.,  
a Florida Corporation,  
Plaintiffs,

v.

Case No.: CACE-21-018353

CC DEVCO, LLC d/b/a CC HOMES,  
a Florida Limited Liability Company,  
and AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT,  
Defendants.

**AGREED ORDER APPROVING JOINT STIPULATION FOR DISMISSAL WITH  
PREJUDICE**

THIS CAUSE having come before the Court on the Joint Stipulation of Dismissal with Prejudice of Plaintiff MJ LAND DEVELOPMENT, INC., and Defendants CC DEVCO, LLC d/b/a CC HOMES and AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, and the Court having reviewed the Joint Stipulation of Dismissal with Prejudice and being otherwise fully advised in the premises, it is hereby

**ORDERED AND ADJUDGED:**

1. The Joint Stipulation of Dismissal is hereby approved and made an Order of this Court.
2. This action is hereby dismissed with prejudice, with the Court retaining jurisdiction over the Parties and the subject matter to enforce compliance with this Order.

**DONE and ORDERED**, in Chambers, at Broward County, Florida on this \_\_\_\_ day of January, 2022.

\_\_\_\_\_  
Hon. Lisa Phillips  
CIRCUIT JUDGE

Copies furnished electronically to all counsel of record



IN THE CIRCUIT COURT OF THE 17TH JUDICIAL CIRCUIT IN AND FOR BROWARD  
COUNTY, FLORIDA

CASE NO.: CACE 21-018353

MJ LAND DEVELOPMENT, INC.,  
a Florida Corporation,

Plaintiff,

v.

CC DEVCO, LLC d/b/a CC HOMES,  
a Florida Limited Liability Company,  
and AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT,

Defendants.

---

**NOTICE OF VOLUNTARY DISMISSAL**

Plaintiff MJ LAND DEVELOPMENT, INC., by and through its undersigned counsel, hereby gives notice that it voluntarily dismisses the above-styled action with prejudice, pursuant to the Settlement and Release Agreement with each party to pay their respective attorney's fees and costs except as otherwise set forth in the Settlement Agreement.

**CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that a true and correct copy of the foregoing has been filed and served via the Florida Courts E-Filing Portal on **February 21, 2022** to: Joseph A. Brown, Esq., Kutak Rock, LLP, 107 W. College Ave, Tallahassee, FL 32301, Email: [joseph.brown@kutakrock.com](mailto:joseph.brown@kutakrock.com) and Derek E. Leon, Esq., Leon Cosgrove, LLP, 255 Alhambra Circle, 8<sup>th</sup> floor, Miami, Florida 33134, Email: [dleon@leoncosgrove.com](mailto:dleon@leoncosgrove.com).

THE HALLE LAW FIRM, P.A.  
Attorneys for MJ Land Development, Inc.  
2929 east Commercial Blvd. Suite 300  
Fort Lauderdale, FL 33308  
(954) 537-0466 telephone  
Primary Email: [ahalle@hallelawfirm.com](mailto:ahalle@hallelawfirm.com)  
Secondary Email: [admin@hallelawfirm.com](mailto:admin@hallelawfirm.com)



/s/ April I. Halle  
APRIL I. HALLE  
Florida Bar No. 0059145

## **RESOLUTION 2022-08**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2022A; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CAPITAL IMPROVEMENT REVENUE REFUNDING BONDS, SERIES 2022A; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Ave Maria Stewardship Community District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 2004-461, Laws of Florida; and

**WHEREAS**, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 2004-461, Laws of Florida, including its \$22,950,000 Ave Maria Stewardship Community District Capital Improvement Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”); and

**WHEREAS**, the District closed on the sale of the Series 2022A Bonds on February 3, 2022; and

**WHEREAS**, as prerequisites to the issuance of the Series 2022A Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (the “Closing Documents”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in closing the sale of the Series 2022A Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:**

**SECTION 1.** The sale, issuance, and closing of the Series 2022A Bonds is in the best interests of the District.

**SECTION 2.** The issuance and sale of the Series 2022A Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

**SECTION 3.** The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2022A Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2022A Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of March, 2022.

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY  
DISTRICT**

\_\_\_\_\_  
Secretary/Assistant Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**This Instrument Prepared by  
and return to:**

**Ave Maria Stewardship Community District  
c/o Special District Services  
2501 A Burns Road  
Palm Beach Gardens, Florida 33410**

**SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF  
IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
[SERIES 2022A REFUNDING BONDS]**

**Board of Supervisors and Officers<sup>1</sup>**

Thomas Peek  
Chairman

Jay Roth  
Vice Chairman

Robb Klucik  
Board Member

Thomas DiFlorio  
Board Member

Jeff Sonalia  
Board Member

Special District Services  
District Manager  
The Oaks Center, 2501A Burns Road  
Palm Beach Gardens, Florida 33410  
(561) 630-4922

District records are on file at the offices of the District Manager and at the local records office 2600 Golden Gate Parkway, Naples, FL 334105, and are available for public inspection upon request during normal business hours.

---

<sup>1</sup> This list reflects the composition of the Board of Supervisors and Officers as of March 1, 2022. For a current list, please contact the District Manager or visit [avemariastewardshipcd.org](http://avemariastewardshipcd.org).

## **TABLE OF CONTENTS**

<b>Introduction.....</b>	<b>1</b>
<b>What is the District and how is it governed? .....</b>	<b>1</b>
<b>What infrastructure improvements does the District provide and how are the improvements paid for? .....</b>	<b>2</b>
<b>Assessments, Fees, and Charges .....</b>	<b>5</b>
<b>Method of Collection.....</b>	<b>8</b>

## **Introduction**

On behalf of the Board of Supervisors of the Ave Maria Stewardship Community District (the “District”), the following information is provided to give you a description of the District's services and the assessments that are anticipated to be levied within the District to pay for certain community infrastructure, and the manner in which the District is operated. The District is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 2004-461, Laws of Florida. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance, of roadways, stormwater management, reclaimed water transmission facilities and landscaping improvements, and other related public infrastructure.

Under Florida law, special districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Ave Maria Stewardship Community District and the assessments, fees and charges that are anticipated to be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

## **What is the District and how is it governed?**

The District is an independent special taxing district created pursuant to and existing under the provisions of Chapter 2004-461, Laws of Florida, enacted on June 17, 2004. The District currently encompasses approximately 10,805 acres of land located within the jurisdictional boundaries of Collier County, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of Florida and citizens of the United States. Initially, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. The two candidates receiving the highest number of votes were elected to terms which expired in November 2006, and the three candidates receiving the next largest amount of votes were elected to terms which expired in November 2008. Thereafter, there shall be an election by landowners for the District every two years in November on a date established and noticed by the Board. The Board called for a referendum on the question of whether certain members of the Board should be elected by qualified electors, which was approved. A "qualified elector" in this instance is any person at least 18 years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Collier County. The Board has approved maps of the District describing and locating the urban areas within the District (the “Map”). The Map is used to determine the number of

Supervisors to be elected by the qualified electors. The Map is to be updated every five years, or sooner at the discretion of the Board. Currently, the District is made up of 25% urban areas or less, as such, one Supervisor was elected by qualified electors at a special election held on April 25, 2017. The remaining four Supervisors will continue to be elected on a one-acre, one-vote principal until an updated Map reflects that the District includes a higher percentage of urban areas. When the District is between 25% and 50% urban, two Supervisors will be elected by qualified electors and the remaining three Supervisors will be elected on a one-acre, one-vote principal. When the urban areas are at least 50%, but less than 70% of the District, three Supervisors will be elected by qualified electors and the remaining two Supervisors will be elected on a one-acre, one-vote principal. When urban areas constitute at least 70%, but less than 90% of the District, four Supervisors will be elected by qualified electors and the remaining Supervisor will be elected on a one-acre, one-vote principal. When urban areas are at least 90% of the District, all five Supervisors will be elected by qualified electors. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State's open meetings law and are subject to the same disclosure requirements as other elected officials under the State's ethics laws.

**What infrastructure improvements does the District provide and how are the improvements paid for?**

The boundaries of the District encompass approximately 10,805 acres of land located in Collier County. The legal description of the land encompassed within the District is attached hereto as **Exhibit A**. The public infrastructure necessary to support the District's development program includes, but is not limited to, the following: drainage and stormwater management system, roadways, a master irrigation system, landscaping, mitigation and restoration, land acquisition and public facilities, and water and wastewater utilities. The District's master infrastructure improvement plan is described in the Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Ave Maria Stewardship Community District, which has been previously recorded in Book 5164, Page 551 of the Official Records of Collier County (the "Master Disclosure"), as well as the District's Engineer's Reports on file in the District's public records. These improvements have been or will be funded by the District's sale of special assessment bonds (discussed below).

On December 1, 2006, the District issued \$26,245,000 Ave Maria Stewardship Community District Capital Improvement Revenue, Series 2006A (the "Series 2006A Bonds") and \$26,220,000 Ave Maria Stewardship Community District Bond Anticipation Notes, Series 2006 (the "Series 2006 BANs" together the "2006 Bonds") for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described in the Master Disclosure; (2) paying certain costs associated with the issuance of the 2006 Bonds; (3) making a deposit into the Reserve Account

for the benefit of all of the 2006 Bonds and (4) paying a portion of the interest to become due on the 2006 Bonds.

On June 7, 2012, the District issued \$29,100,000 Ave Maria Stewardship Community District Capital Improvement Revenue Refunding Bonds, Series 2012 (the “Series 2012 Bonds”) for the purpose of: (1) refunding and redeem all of the outstanding original aggregate principal amount of Series 2006 BANs; (2) paying certain costs associated with the issuance of the Series 2012 Bonds and (3) making a deposit into the 2012 Reserve Account for the benefit of all of the 2012 Bonds.

On March 5, 2015, the District issued \$2,530,000 Ave Maria Stewardship Community District Capital Improvement Revenue, Series 2015 (the “Series 2015 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2015 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2015 Bonds and (4) paying a portion of the interest to become due on the Series 2015 Bonds.

On November 2, 2016, the District issued \$11,085,000.00 Ave Maria Stewardship Community District Bond Anticipation Notes, Series 2016 (Phase 3 Master Improvements Project) (the “Series 2016 BANs”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements comprising the Phase 3 Master Improvements Project; (2) paying certain costs associated with the issuance of the Series 2016 BANs; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2016 BANs and (4) paying a portion of the interest to become due on the Series 2016 BANs.

Also on November 2, 2016, the District issued \$3,390,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2016 (Maple Ridge Phase 2 Project) (the “Series 2016 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2016 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2016 Bonds and (4) paying a portion of the interest to become due on the Series 2016 Bonds.

On June 7, 2018, the District issued \$4,000,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2018 (Maple Ridge Phase 3 Project) (the “Series 2018 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2018 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2018 Bonds and (4) paying a portion of the interest to become due on the Series 2018 Bonds.

On June 27, 2019, the District issued \$20,310,000 Ave Maria Stewardship Community District Capital Improvement Revenue Refunding Bonds, Series 2019 (the “Series 2019 Bonds”)



for the purpose of: (1) refunding and redeeming all of the outstanding Series 2006A Bonds; (2) paying certain costs associated with the issuance of the Series 2019 Bonds and (3) making a deposit into the 2019 Reserve Account for the benefit of all of the 2019 Bonds.

On July 16, 2020, the District issued \$3,400,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2020 (Maple Ridge Phase 4 Project) (Bank Qualified) (the “Series 2020 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2020 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2020 Bonds and (4) paying a portion of the interest to become due on the Series 2020 Bonds.

On March 4, 2021, the District issued \$11,340,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2021 (Ave Maria National Project) (the “Series 2021 Ave Maria National Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2021 Ave Maria National Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2021 Ave Maria National Bonds and (4) paying a portion of the interest to become due on the Series 2021 Ave Maria National Bonds.

On August 19, 2021, the District issued \$16,640,000 Ave Maria Stewardship Community District Bond Anticipation Notes, Series 2021 (Phase 4 Master Improvements Project) (the “Series 2021 BANs”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements comprising the Phase 4 Master Improvements Project; (2) paying certain costs associated with the issuance of the Series 2021 BANs; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2021 BANs and (4) paying a portion of the interest to become due on the Series 2021 BANs.

On August 19, 2021, the District issued \$11,610,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2021 (Phase 3 Master Improvements Project) (the “Series 2021 Master Bonds”) for the purpose of: (1) redeeming all of the outstanding Series 2016 BANs described above; (2) paying certain costs associated with the issuance of the Series 2021 Master Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2021 Master Bonds and (4) paying a portion of the interest to become due on the Series 2021 Master Bonds.

On February 3, 2022, the District issued \$7,775,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2022 (Maple Ridge Phase 5 Project) (the “Series 2022 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2022 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2022 Bonds and (4) paying a portion of the interest to become due on the Series 2022 Bonds.

On February 3, 2022, the District issued \$22,950,000 Ave Maria Stewardship Community District Capital Improvement Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”) for the purpose of: (1) refunding and redeeming all of the outstanding Series 2012 Bonds; (2) paying certain costs associated with the issuance of the Series 2022A Bonds and (3) making a deposit into the 2022A Reserve Account for the benefit of all of the 2022A Bonds.

### **Assessments, Fees, and Charges**

The costs of acquisition or construction of a portion of the District’s infrastructure improvements have been financed by the District through the sale of its Series 2012 Bonds, Series 2015 Bonds, Series 2016 BANs, Series 2016 Bonds, Series 2018 Bonds, Series 2019 Bonds, Series 2020 Bonds, Series 2021 Ave Maria National Bonds, Series 2021 BANs, Series 2021 Bonds, Series 2022 Bonds and Series 2022A Bonds. The Series 2022A Bonds will refinance and refund the Series 2012 Bonds, resulting in a reduction in the special assessment amounts for those units. The annual debt service payments, including interest due thereon, are payable solely from and secured by the levy of non-ad valorem or special assessments against lands within the District which benefit from the construction, acquisition, establishment and operation of the District’s improvements. The annual debt service obligations of the District which must be defrayed by annual assessments upon each parcel of land or platted lot will depend upon the type of property purchased. Depending on your location, you may be subject to any of the assessments listed below. Interested persons are encouraged to contact the District Manager for information regarding special assessments on a particular lot or parcel of lands. A copy of the District’s assessment methodology and assessment roll are available for review in the District’s public records.

The current maximum annual debt assessments for the Series 2015 Bonds per unit are as follows:

<b>Product Type</b>	<b>Series 2015 Maximum Annual Assessment Level Per Unit</b>
Maple Ridge Phase 3 – 55’	\$449.69
Maple Ridge Phase 3 – 65’	\$449.69
Estate Lots Phase 1 – 90’	\$449.69
Coquina at Maple Ridge Phase 1 – 0’	\$449.69

The current maximum annual debt assessments for the Series 2016 Bonds per unit are as follows:

<b>Product Type</b>	<b>Series 2016 Bonds Maximum Annual Assessment Level Per Unit</b>
Maple Ridge Phase 4 – 55’	\$673.19
Maple Ridge Phase 4 – 65’	\$673.19
Estate Lots Phase 2 – 90’	\$673.19
Coquina at Maple Ridge Phases 2 & 3 – 0’	\$673.19

The current maximum annual debt assessments for the Series 2018 Bonds per unit are as follows:

<b>Product Type</b>	<b>Series 2018 Bonds Maximum Annual Assessment Level Per Unit</b>
Maple Ridge Model Homes - 90’	\$667.45
Maple Ridge Phase 5A – 55’	\$667.45
Maple Ridge Phase 5A – 65’	\$667.45
Maple Ridge Phase 5B – 45’	\$667.45
Maple Ridge Phase 6A – 55’	\$667.45
Maple Ridge Phase 6A – 65’	\$667.45
Maple Ridge Phase 6A – zero lot line	\$667.45
Silverwood Phase 1B – zero lot line	\$667.45
Silverwood Phase 2A – zero lot line	\$667.45

Provided below are the current maximum annual assessment levels for the Series 2019 Bonds:

<b>Product Type</b>	<b>Series 2019 Bonds Maximum Annual Assessment Level Per Unit</b>
Multi-Family	\$403
Single-Family	\$775

The current maximum annual debt assessments for the Series 2020 Bonds per unit within the Maple Ridge Phase 4 Project are as follows:

<b>Product Type</b>	<b>Series 2020 Bonds Maximum Annual Assessment Level Per Unit</b>
Maple Ridge Phase 6B – 55’	\$670.00
Maple Ridge Phase 6B – 65’	\$670.00
Maple Ridge Phase 6C – 65’	\$670.00
Silverwood Phase 2B – 40’ zero lot line	\$670.00

The current maximum annual debt assessments for the Series 2021 Ave Maria National Bonds per unit within the Ave Maria National Project are as follows:

<b>Product Type</b>	<b>Series 2021 Ave Maria National Bonds Maximum Annual Assessment Level Per Unit</b>
50’ SF	\$667.00
70’ SF	\$667.00
Coach	\$530.29
12 Unit Veranda	\$530.29
16 Unit Veranda	\$455.46
30 Unit Veranda	\$455.46

The current debt assessments for the 2021 BANs per acre within Phase 4 Master Improvements Project assessment area are as follows:

<b>Unit</b>	<b>2021 BANs Maximum Assessment Per Unit</b>
Acre	\$9,655.46

The current maximum annual debt assessments for the Series 2021 Master Bonds per platted unit within Phase 3 Master Improvements Project assessment area are as follows:

<b>Unit Type</b>	<b>Series 2021 Master Bonds Maximum Annual Assessment Level Per Unit</b>
Multi Family	\$432.77
Single Family	\$832.25

Note: The maximum annual assessments level amounts have been grossed up to include collection costs from Collier County and a maximum discount for early payment as authorized by law. Further, until fully assigned to platted lots, a portion of the Assessments securing repayment of the 2012 Bonds, 2020 Bonds, 2021 Notes and 2021 Master Bonds are secured from the same unplatted land described in Exhibit A. The 2019 Bonds were allocated to the first 2,000 units within the District. The 2012 Bonds are estimated to be allocated to the next 2,092 units within the District on a first platted, first assigned basis. The Series 2021 Master Bonds will be allocated to the 1,024 units following the previous 4,092 assessable units on a first platted, first assigned basis.

The current maximum annual debt assessments for the Series 2022 Bonds per unit within the Maple Ridge Phase 5 Project are as follows:

<b>Product Type</b>	<b>Series 2022 Bonds Maximum Annual Assessment Level Per Unit</b>
Maple Ridge Phase 7A	\$670.00
Maple Ridge Phase 7B	\$670.00
Silverwood Phase 3	\$670.00
Silverwood Phase 4	\$670.00

The current maximum annual debt assessments for the Series 2022A Bonds per unit are as follows:

<b>Product Type</b>	<b>Series 2022A Bonds Maximum Annual Assessment Level Per Unit</b>
Multi-Family	\$494.38
Single Family	\$950.73

Note: The maximum annual assessments level amounts have been grossed up to include collection costs from Collier County and a maximum discount for early payment as authorized by law.

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by 2004-461, Laws of Florida. More information can be obtained from the improvement plan, as revised and supplemented, on file with the District.

The amounts described above exclude any operations and maintenance assessments which may be determined and calculated annually by the District's Board of Supervisors against all benefited lands in the District. These assessments will also be collected in the same manner as county ad valorem taxes.

A detailed description of all costs and allocations which result in the formulation of assessments, fees and charges are available for public inspection upon request.

### **Method of Collection**

The District's special and maintenance assessments may appear on that portion of the annual real estate tax bill entitled "non-ad valorem assessments," and will be collected by the county tax collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax

collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property.

This description of the Ave Maria Stewardship Community District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of new communities. If you have questions or would simply like additional information about the District, please write to Special District Services, The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410, or call (561) 630-4922.

*[Remainder of Page Intentionally Blank]*

**IN WITNESS WHEREOF**, this Supplemental Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the \_\_\_\_\_ day of March, 2022, and recorded in the Official Records of Collier County, Florida.

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

By: \_\_\_\_\_  
Thomas Peek, Chairman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of March, 2022, by Thomas Peek, as Chairman of the of the Ave Maria Stewardship Community District, for and on behalf of the District. He [\_\_\_\_] is personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

**Exhibit A: Legal Description**

## Exhibit A

### METES AND BOUNDS DESCRIPTION

DESCRIPTION OF PART OF SECTIONS 21, 22, 27, 28, 29, 30, AND 33  
AND ALL OF SECTIONS 31 AND 32, TOWNSHIP 47 SOUTH, RANGE  
29 EAST.

AND

PART OF SECTIONS 4, 9, 16, 17, AND 18 AND ALL OF SECTIONS 5,  
6, 7, AND 8, TOWNSHIP 48 SOUTH, RANGE 29 EAST.

AND

PART OF SECTIONS 1, 12 AND 13, TOWNSHIP 48 SOUTH, RANGE  
28 EAST.

AND

ALL OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 28 EAST, COL-  
LIER COUNTY, FLORIDA

COMMENCING AT the NORTHWEST CORNER OF SECTION 27,  
TOWNSHIP 47 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLOR-  
IDA.

THENCE ALONG THE NORTH LINE OF SAID SECTION 27 NORTH  
89°42'22" EAST 40.00 FEET TO THE INTERSECTION WITH THE  
WEST RIGHT-OF-WAY LINE OF CAMP KEIAS ROAD (80' RIGHT-OF-  
WAY) AND THE POINT OF BEGINNING OF THE PARCEL HEREIN  
DESCRIBED:

THENCE ALONG SAID RIGHT-OF-WAY LINE IN THE FOLLOWING  
TWENTY FOUR (24) DESCRIBED COURSES:

1) SOUTH 00°15'32" EAST 4936.39 FEET;

2) 395.35 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCU-  
LAR CURVE CONCAVE WEST HAVING A RADIUS OF 3,707.51 FEET  
THROUGH A CENTRAL ANGLE OF 06°05'35" AND BEING SUB-  
TENDED BY A CHORD WHICH BEARS SOUTH 02°47'23" WEST  
395.17 FEET;

3) SOUTH 05°50'40" WEST 101.17 FEET;

4) THENCE SOUTH 89°37'49" WEST 7.63 FEET;

5) SOUTH 00°14'32" EAST 73.58 FEET;

6) SOUTH 05°51'27" WEST 224.83 FEET;



- 7) 403.87 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 3,798.14 FEET THROUGH A CENTRAL ANGLE OF 06°05'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02°45'21" WEST 403.68 FEET;
- 8) SOUTH 00°14'33" EAST 1,907.96 FEET;
- 9) SOUTH 00°22'10" EAST 2,609.43 FEET;
- 10) SOUTH 00°30'10" EAST 2,673.59 FEET;
- 11) SOUTH 00°35'31" EAST 2,684.14 FEET;
- 12) SOUTH 00°38'11" EAST 2,610.47 FEET;
- 13) SOUTH 00°30'34" EAST 200.03 FEET;
- 14) 202.91 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 2,702.95 FEET THROUGH CENTRAL ANGLE OF 04°18'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02°39'36" EAST 202.86 FEET;
- 15) SOUTH 04°48'38" EAST 400.00 FEET;
- 16) SOUTH 05°08'04" EAST 95.99 FEET;
- 17) SOUTH 00°29'16" EAST 101.03 FEET;
- 18) CONTINUE ALONG SAID LINE SOUTH 00°29'16" EAST 1,609.23 FEET;
- 19) SOUTH 00°59'03" EAST 2,660.06 FEET;
- 20) SOUTH 00°56'00" EAST 2,246.44 FEET;
- 21) 104.19 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 461.33 FEET THROUGH A CENTRAL ANGLE OF 12°56'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 05°33'57" WEST 103.97 FEET;
- 22) SOUTH 12°02'43" WEST 100.00 FEET;
- 23) 122.31 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 540.00 FEET THROUGH CENTRAL ANGLE OF 12°58'40" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 05°33'23" WEST 122.05 FEET;
- 24) SOUTH 00°55'58" EAST 49.54 FEET TO THE NORTH RIGHT OF WAY LINE OF OIL WELL ROAD (100' RIGHT OF WAY)

THENCE ALONG SAID NORTH RIGHT OF WAY IN THE FOLLOW-  
ING EIGHT (8) DESCRIBED COURSES;

1) SOUTH 88°57'46" WEST 2,595.92 FEET;

2) SOUTH 88°54'34" WEST 2,641.05 FEET;

3) SOUTH 88°57'06" WEST 2,570.04 FEET;

4) SOUTH 88°55'37" WEST 2,702.71 FEET;

5) SOUTH 88°56'50" WEST 2,645.03 FEET;

6) SOUTH 88°56'28" WEST 2,639.06 FEET;

7) SOUTH 89°44'55" WEST 2,676.56 FEET;

8) SOUTH 89°44'33" WEST 0.82 FEET TO THE WEST LINE OF  
THOSE LANDS DESCRIBED IN O.R. BOOK 2493, PAGE 2779-2796;



THENCE ALONG SAID LINE NORTH 01°11'28" WEST 2,637.90 FEET TO THE NORTH LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2493, PAGE 2779-2796;

THENCE ALONG SAID LINE NORTH 89°32'26" EAST 1,332.28 FEET TO A NORTHWEST CORNER OF THOSE LANDS DESCRIBED IN O.R. BOOK 2009 PAGE 1554-1558;

THENCE ALONG THE NORTH LINE OF SAID LANDS NORTH 89°32'26" EAST 360.40 FEET TO THE INTERSECTION WITH THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2943 PAGE 2779-2796;

THENCE ALONG THE WEST LINE OF SAID LANDS NORTH 01°11'02" WEST 2,688.15 FEET TO THE INTERSECTION WITH SOUTH LINE OF SECTION 12, TOWNSHIP 48 SOUTH, RANGE 28 EAST,

THENCE ALONG SAID LINE SOUTH 89°24'56" WEST 151.63 FEET TO THE INTERSECTION WITH THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2493 PAGE 2779-2796;

THENCE ALONG THE WEST LINE OF SAID LANDS NORTH 00°44'30" WEST 5,387.66 FEET TO THE INTERSECTION WITH THE NORTH LINE OF SAID SECTION 12;

THENCE ALONG SAID NORTH LINE NORTH 89°00'09" EAST 23.81 FEET TO INTERSECTION WITH THE WEST LINE OF THOSE LANDS DESCRIBED IN O.R. BOOK 2493 PAGES 2779-2796;

THENCE ALONG THE WEST LINE OF SAID LANDS NORTH 00°43'12" WEST 5,312.87 FEET TO THE SOUTH LINE OF SECTION 36, TOWNSHIP 47 SOUTH, RANGE 28 EAST;

THENCE ALONG SAID SOUTH LINE SOUTH 89°28'47" WEST 1,591.63 FEET;

THENCE CONTINUE ALONG SAID SOUTH LINE SOUTH 89°28'47" WEST 2,658.12 FEET TO THE SOUTH WEST CORNER OF SAID SECTION 36;

THENCE ALONG THE WEST LINE OF SAID SECTION 36 NORTH 00°12'02" WEST 2,594.56 FEET;

THENCE CONTINUE ALONG THE WEST LINE OF SAID SECTION 36 NORTH 00°13'09" EAST 2,595.59 FEET TO THE NORTHWEST CORNER OF SAID SECTION 36;

THENCE ALONG THE NORTH LINE OF SAID SECTION 36 NORTH 89°57'18" EAST 2,678.23 FEET;

THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 36 NORTH 89°57'18" EAST 2,678.23 FEET TO THE NORTH EAST CORNER OF SAID SECTION 36;



THENCE ALONG THE WEST LINE OF SECTION 30, TOWNSHIP 47 SOUTH, RANGE 29 EAST, NORTH 00°13'04" WEST 2,580.06 FEET;

THENCE CONTINUE ALONG SAID WEST LINE OF SAID SECTION 30 NORTH 00°10'45" WEST 2,527.41 FEET TO THE SOUTH RIGHT OF WAY LINE OF IMMOKALEE ROAD (100' RIGHT OF WAY)

THENCE ALONG SAID RIGHT OF WAY LINE FOR THE FOLLOWING NINE (9) DESCRIBED COURSES;

- 1) SOUTH 89°43'35" EAST 0.74 FEET;
- 2) NORTH 87°40'12" EAST 2,582.06 FEET;
- 3) NORTH 87°38'44" EAST 2,630.49 FEET;
- 4) NORTH 87°41'38" EAST 2,640.92 FEET;
- 5) NORTH 87°46'05" EAST 2,645.58 FEET;
- 6) NORTH 89°37'45" EAST 2,687.06 FEET;
- 7) NORTH 89°39'06" EAST 780.08 FEET;

8) 3,074.23 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 1,960.26 FEET THROUGH A CENTRAL ANGLE OF 89°51'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 44°42'37" EAST 2,768.73 FEET;

9) NORTH 00°27'14" WEST 663.14 FEET TO THE INTERSECTION WITH THE SOUTH RIGHT-OF-WAY LINE OF SAID CAMP KEIAS ROAD;

THENCE ALONG SAID RIGHT-OF-WAY LINE IN THE FOLLOWING SEVEN (7) DESCRIBED COURSES:

- 1) SOUTH 89°56'24" EAST 266.14 FEET;
- 2) 722.56 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 460.00 FEET THROUGH A CENTRAL ANGLE OF 89°59'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 44°56'23" EAST 650.54 FEET;
- 3) SOUTH 00°03'36" WEST 600.00 FEET;
- 4) 529.01 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 760.00 FEET THROUGH CENTRAL ANGLE OF 39°52'53" AND BEING SUBTENDED by a chord which bears South 20°00'02" West 518.39 feet;
- 5) SOUTH 39°56'29" WEST 543.45 FEET;

6) 589.90 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 840.00 FEET THROUGH CENTRAL ANGLE OF 40°14'11" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 19°49'24" WEST 577.85 feet;

7) South 00°17'42" East 60.83 feet TO THE POINT OF BEGINNING. CONTAINING 10805.08 ACRES, MORE OR LESS. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. BEARINGS ARE BASED ON THE WEST HALF OF THE SOUTH LINE OF SECTION 16, TOWNSHIP 48 SOUTH, RANGE 29 EAST, COLLIER COUNTY, FLORIDA BEING SOUTH 88°54'34" WEST.

## **RESOLUTION 2022-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT RATIFYING, CONFIRMING, AND APPROVING THE SALE OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022; RATIFYING, CONFIRMING, AND APPROVING THE ACTIONS OF THE CHAIRMAN, VICE CHAIRMAN, TREASURER, SECRETARY, ASSISTANT SECRETARIES, AND ALL DISTRICT STAFF REGARDING THE SALE AND CLOSING OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2022; DETERMINING SUCH ACTIONS AS BEING IN ACCORDANCE WITH THE AUTHORIZATION GRANTED BY THE BOARD; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Ave Maria Stewardship Community District (the “District”), is a local unit of special-purpose government created and existing pursuant to Chapter 2004-461, Laws of Florida; and

**WHEREAS**, the District previously adopted resolutions authorizing the issuance and the negotiated sale of bonds within the scope of Chapter 2004-461, Laws of Florida, including its \$7,775,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2022 (Maple Ridge Phase 5 Project) (the “Series 2022 Bonds”); and

**WHEREAS**, the District closed on the sale of the Series 2022 Bonds on February 3, 2022; and

**WHEREAS**, as prerequisites to the issuance of the Series 2022 Bonds, the Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff including the District Manager, District Financial Advisor, and District Counsel were required to execute and deliver various documents (the “Closing Documents”); and

**WHEREAS**, the District desires to ratify, confirm, and approve all actions of the District Chairman, Vice Chairman, Treasurer, Assistant Secretaries, and District Staff in closing the sale of the Series 2022 Bonds.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:**

**SECTION 1.** The sale, issuance, and closing of the Series 2022 Bonds is in the best interests of the District.

**SECTION 2.** The issuance and sale of the Series 2022 Bonds, the adoption of resolutions relating to such bonds, and all actions taken in the furtherance of the closing on such bonds, are hereby declared and affirmed as being in the best interests of the District and are hereby ratified, approved, and confirmed.

**SECTION 3.** The actions of the Chairman, Vice Chairman, Treasurer, Secretary, Assistant Secretaries, and all District Staff in finalizing the closing and issuance of the Series 2022 Bonds, including the execution and delivery of the Closing Documents, and such other certifications or other documents required for the closing on the Series 2022 Bonds, are determined to be in accordance with the prior authorizations of the Board and are hereby ratified, approved, and confirmed in all respects.

**SECTION 4.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 5.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of March, 2022.

ATTEST:

**AVE MARIA STEWARDSHIP COMMUNITY  
DISTRICT**

---

Secretary/Assistant Secretary

---

Chairman, Board of Supervisors

This Instrument Prepared by  
and return to:

Ave Maria Stewardship Community District  
c/o Special District Services  
2501 A Burns Road  
Palm Beach Gardens, Florida 33410

**SUPPLEMENTAL DISCLOSURE OF PUBLIC FINANCING AND MAINTENANCE OF  
IMPROVEMENTS TO REAL PROPERTY UNDERTAKEN BY  
THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT  
[MAPLE RIDGE PHASE 5 PROJECT]**

**Board of Supervisors and Officers<sup>1</sup>**

Thomas Peek  
Chairman

Jay Roth  
Vice Chairman

Robb Klucik  
Board Member

Thomas DiFlorio  
Board Member

Jeff Sonalia  
Board Member

Special District Services  
District Manager  
The Oaks Center, 2501A Burns Road  
Palm Beach Gardens, Florida 33410  
(561) 630-4922

District records are on file at the offices of the District Manager and at the local records office 2600 Golden Gate Parkway, Naples, FL 334105, and are available for public inspection upon request during normal business hours.

---

<sup>1</sup> This list reflects the composition of the Board of Supervisors and Officers as of March 1, 2022. For a current list, please contact the District Manager or visit [avemariastewardshipcd.org](http://avemariastewardshipcd.org).



## TABLE OF CONTENTS

<b>Introduction.....</b>	<b>1</b>
<b>What is the District and how is it governed? .....</b>	<b>1</b>
<b>What infrastructure improvements does the District provide and how are the improvements paid for? .....</b>	<b>2</b>
<b>Maple Ridge Phase 5 Project Infrastructure Improvements.....</b>	<b>4</b>
<b>Drainage/Stormwater Management System.....</b>	<b>4</b>
<b>Roadways .....</b>	<b>5</b>
<b>Master Irrigation System .....</b>	<b>5</b>
<b>Landscaping.....</b>	<b>6</b>
<b>Assessments, Fees, and Charges .....</b>	<b>6</b>
<b>Method of Collection.....</b>	<b>7</b>

## **Introduction**

On behalf of the Board of Supervisors of the Ave Maria Stewardship Community District (the "District"), the following information is provided to give you a description of the District's services and the assessments that are anticipated to be levied within the District to pay for certain community infrastructure, and the manner in which the District is operated. The District is a unit of special-purpose local government created pursuant to and existing under the provisions of Chapter 2004-461, Laws of Florida. Unlike city and county governments, the District has only certain limited powers and responsibilities. These powers and responsibilities include, for example, construction and/or acquisition, as well maintenance, of roadways, stormwater management, reclaimed water transmission facilities and landscaping improvements, and other related public infrastructure.

Under Florida law, special districts are required to take affirmative steps to provide for the full disclosure of information relating to the public financing and maintenance of improvements to real property undertaken by such districts. The law specifically provides that this information shall be made available to all persons currently residing within the District and to all prospective District residents. The following information describing the Ave Maria Stewardship Community District and the assessments, fees and charges that are anticipated to be levied within the District to pay for certain community infrastructure is provided to fulfill this statutory requirement.

## **What is the District and how is it governed?**

The District is an independent special taxing district created pursuant to and existing under the provisions of Chapter 2004-461, Laws of Florida, enacted on June 17, 2004. The District currently encompasses approximately 10,805 acres of land located within the jurisdictional boundaries of Collier County, Florida. As a local unit of special-purpose government, the District provides an alternative means for planning, financing, constructing, operating and maintaining various public improvements and community facilities within its jurisdiction.

The District is governed by a five-member Board of Supervisors, the members of which must be residents of Florida and citizens of the United States. Initially, members were elected on an at-large basis by the owners of property within the District, each landowner being entitled to one vote for each acre of land with fractions thereof rounded upward to the nearest whole number. The two candidates receiving the highest number of votes were elected to terms which expired in November 2006, and the three candidates receiving the next largest amount of votes were elected to terms which expired in November 2008. Thereafter, there shall be an election by landowners for the District every two years in November on a date established and noticed by the Board. The Board called for a referendum on the question of whether certain members of the Board should be elected by qualified electors, which was approved. A "qualified elector" in this instance is any person at least 18 years of age who is a citizen of the United States, a legal resident of Florida and of the District, and who is also registered with the Supervisor of Elections to vote in Collier County. The Board has approved maps of the District describing and locating

the urban areas within the District (the “Map”). The Map is used to determine the number of Supervisors to be elected by the qualified electors. The Map is to be updated every five years, or sooner at the discretion of the Board. Currently, the District is made up of 25% urban areas or less, as such, one Supervisor was elected by qualified electors at a special election held on April 25, 2017. The remaining four Supervisors will continue to be elected on a one-acre, one-vote principal until an updated Map reflects that the District includes a higher percentage of urban areas. When the District is between 25% and 50% urban, two Supervisors will be elected by qualified electors and the remaining three Supervisors will be elected on a one-acre, one-vote principal. When the urban areas are at least 50%, but less than 70% of the District, three Supervisors will be elected by qualified electors and the remaining two Supervisors will be elected on a one-acre, one-vote principal. When urban areas constitute at least 70%, but less than 90% of the District, four Supervisors will be elected by qualified electors and the remaining Supervisor will be elected on a one-acre, one-vote principal. When urban areas are at least 90% of the District, all five Supervisors will be elected by qualified electors. Notwithstanding the foregoing, if at any time the Board proposes to exercise its ad valorem taxing power, it shall, prior to the exercise of such power, call an election at which all members of the Board shall be elected by qualified electors of the District.

Board meetings are noticed in the local newspaper and are conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the District are available for public inspection during normal business hours. Elected members of the Board are similarly bound by the State's open meetings law and are subject to the same disclosure requirements as other elected officials under the State's ethics laws.

**What infrastructure improvements does the  
District provide and how are the improvements paid for?**

The boundaries of the District encompass approximately 10,805 acres of land located in Collier County. The portion of the District known as the Maple Ridge Phase 5 Project consists of approximately 207.94 acres, a portion of which fully platted and contains 113 lots, and the remaining portion will be platted in the future. The legal description of the land encompassed within the Maple Ridge Phase 5 Project is attached hereto as **Exhibit A**. The District's master infrastructure improvement plan, including those portions which benefit the Maple Ridge Phase 5 Project, is described in the Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken by the Ave Maria Stewardship Community District, which has been previously recorded in the Official Records of Collier County (the “Master Disclosure”).

On December 1, 2006, the District issued \$26,245,000 Ave Maria Stewardship Community District Capital Improvement Revenue, Series 2006A (the “Series 2006A Bonds”) and \$26,220,000 Ave Maria Stewardship Community District Bond Anticipation Notes, Series 2006 (the “Series 2006 BANs” together the “2006 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described in the Master Disclosure; (2) paying certain costs associated with the issuance of the 2006 Bonds; (3) making a deposit into the Reserve Account

for the benefit of all of the 2006 Bonds and (4) paying a portion of the interest to become due on the 2006 Bonds.

On June 7, 2012, the District issued \$29,100,000 Ave Maria Stewardship Community District Capital Improvement Revenue Refunding Bonds, Series 2012 (the “Series 2012 Bonds”) for the purpose of: (1) refunding and redeem all of the outstanding original aggregate principal amount of Series 2006 BANs; (2) paying certain costs associated with the issuance of the Series 2012 Bonds and (3) making a deposit into the 2012 Reserve Account for the benefit of all of the 2012 Bonds.

On March 5, 2015, the District issued \$2,530,000 Ave Maria Stewardship Community District Capital Improvement Revenue, Series 2015 (the “Series 2015 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2015 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2015 Bonds and (4) paying a portion of the interest to become due on the Series 2015 Bonds.

On November 2, 2016, the District issued \$11,085,000.00 Ave Maria Stewardship Community District Bond Anticipation Notes, Series 2016 (Phase 3 Master Improvements Project) (the “Series 2016 BANs”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements comprising the Phase 3 Master Improvements Project; (2) paying certain costs associated with the issuance of the Series 2016 BANs; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2016 BANs and (4) paying a portion of the interest to become due on the Series 2016 BANs.

Also on November 2, 2016, the District issued \$3,390,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2016 (Maple Ridge Phase 2 Project) (the “Series 2016 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2016 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2016 Bonds and (4) paying a portion of the interest to become due on the Series 2016 Bonds.

On June 7, 2018, the District issued \$4,000,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2018 (Maple Ridge Phase 3 Project) (the “Series 2018 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2018 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2018 Bonds and (4) paying a portion of the interest to become due on the Series 2018 Bonds.

On June 27, 2019, the District issued \$20,310,000 Ave Maria Stewardship Community District Capital Improvement Revenue Refunding Bonds, Series 2019 (the “Series 2019 Bonds”) for the purpose of: (1) refunding and redeeming all of the outstanding Series 2006A Bonds; (2) paying certain costs associated with the issuance of the Series 2019 Bonds and (3) making a deposit into the 2019 Reserve Account for the benefit of all of the 2019 Bonds.

On July 16, 2020, the District issued \$3,400,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2020 (Maple Ridge Phase 4 Project) (Bank Qualified) (the “Series 2020 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2020 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2020 Bonds and (4) paying a portion of the interest to become due on the Series 2020 Bonds.

On March 4, 2021, the District issued \$11,340,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2021 (Ave Maria National Project) (the “Series 2021 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2021 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2021 Bonds and (4) paying a portion of the interest to become due on the Series 2021 Bonds.

On August 19, 2021, the District issued \$16,640,000 Ave Maria Stewardship Community District Bond Anticipation Notes, Series 2021 (Phase 4 Master Improvements Project) (the “Series 2021 BANs”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements comprising the Phase 4 Master Improvements Project; (2) paying certain costs associated with the issuance of the Series 2021 BANs; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2021 BANs and (4) paying a portion of the interest to become due on the Series 2021 BANs.

On August 19, 2021, the District issued \$11,610,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2021 (Phase 3 Master Improvements Project) (the “Series 2021 Master Bonds”) for the purpose of: (1) redeeming all of the outstanding Series 2016 BANs described above; (2) paying certain costs associated with the issuance of the Series 2021 Master Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2021 Master Bonds and (4) paying a portion of the interest to become due on the Series 2021 Master Bonds.

On February 3, 2022, the District issued \$22,950,000 Ave Maria Stewardship Community District Capital Improvement Revenue Refunding Bonds, Series 2022A (the “Series 2022A Bonds”) for the purpose of: (1) refunding and redeeming all of the outstanding Series 2012 Bonds; (2) paying certain costs associated with the issuance of the Series 2022A Bonds and (3) making a deposit into the 2022A Reserve Account for the benefit of all of the 2022A Bonds.

On February 3, 2022, the District issued \$7,775,000 Ave Maria Stewardship Community District Capital Improvement Revenue Bonds, Series 2022 (Maple Ridge Phase 5 Project) (the “Series 2022 Bonds”) for the purpose of: (1) financing a portion of the costs associated with the acquisition, construction, installation and equipping certain infrastructure improvements described below; (2) paying certain costs associated with the issuance of the Series 2022 Bonds; (3) making a deposit into the Reserve Account for the benefit of all of the Series 2022 Bonds and (4) paying a portion of the interest to become due on the Series 2022 Bonds.

The public infrastructure necessary to support the development program within the Maple Ridge Phase 5 Project includes, but is not limited to, stormwater management/drainage, roadway, master irrigation and landscaping improvements. Each of these infrastructure improvements is more fully detailed below. A portion of these improvements will be funded by the District’s sale of the Series 2022 Bonds. Further information can be obtained from the District’s Series 2022 Bonds Supplement to the Amended Third Sub-Master Supplemental Engineer’s Report for the Maple Ridge Phase 7A & 7B, and Silverwood Phase 3 & 4 Developments Contained Within the Ave Maria Stewardship Community District, dated January 11, 2022, and on file in the District’s public records.

### **Maple Ridge Phase 5 Project Infrastructure Improvements**

#### ***Drainage/Stormwater Management System***

The Maple Ridge Phase 5 Project stormwater management system improvements consist of a system of lakes, interconnecting pipes, and control structures that provides both stormwater retention and water quality improvements. These improvements are designed to meet the permit criteria of the South Florida Water Management District and Collier County. Approximately 40.65 acres of water management lakes are expected to be constructed.

#### ***Roadways***

The District roadways will be constructed within platted rights-of-way. It is anticipated that roadways to be constructed or acquired could vary from time to time as continued development takes place within the Maple Ridge Phase 5 Project. The subject roadway drainage systems, fill material, stabilized subgrade, lime rock base, asphalt surfaces, sidewalks, signing, marking, lighting, irrigation and landscaping will be maintained by the District. It is currently estimated that approximately 29.65 acres of roadway rights-of-way will be platted and dedicated to the District for maintenance and operation. It is also anticipated that the District will enter into an agreement with the neighborhood master association for maintenance of those areas.

#### ***Master Irrigation System***

A master irrigation system will be constructed and comprised of a transmission/distribution system which will send reclaimed water to several service areas. The

District will receive reclaimed water from the Ave Maria Utility Company. The District will distribute the reclaimed water along with supplemental water from ground water wells at a minimum pressure of 45 psi to the Maple Ridge Phase 5 Project. The irrigation system will be located within the roadway rights-of way.

## ***Landscaping***

Landscaping will be provided for the roadways, perimeter berms, lake littoral areas and community entrances. The landscaping will consist of sod, annual flowers, shrubs, groundcover, littoral plantings, trees, fencing, walls, fountains, lighting and irrigation systems.

## **Assessments, Fees, and Charges**

The costs of acquisition or construction of a portion of these infrastructure improvements have been financed by the District through the sale of its Series 2022 Bonds. The annual debt service payments, including interest due thereon, are payable solely from and secured by the levy of non-ad valorem or special assessments against lands within the District which benefit from the construction, acquisition, establishment and operation of the District's improvements. The annual debt service obligations of the District which must be defrayed by annual assessments upon each parcel of land or platted lot will depend upon the type of property purchased. Provided below are the current maximum annual assessment levels for property within the Maple Ridge Phase 5 Project area for the Series 2022 Bonds. Interested persons are encouraged to contact the District Manager for information regarding special assessments on a particular lot or parcel of lands. A copy of the District's assessment methodology and assessment roll are available for review in the District's public records.

The current maximum annual debt assessments for the Series 2022 Bonds per unit within the Maple Ridge Phase 5 Project are as follows:

<b>Product Type</b>	<b>Series 2022 Bonds Maximum Annual Assessment Level Per Unit</b>
Maple Ridge Phase 7A	\$670.00
Maple Ridge Phase 7B	\$670.00
Silverwood Phase 3	\$670.00
Silverwood Phase 4	\$670.00

Note: The maximum annual assessments level amounts have been grossed up to include collection costs from Collier County and a maximum discount for early payment as authorized by law.

The District may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes, or other methods authorized by 2004-461, Laws of Florida. More information can be obtained from the Improvement Plan, as revised, on file with the District.

The amounts described above exclude any operations and maintenance assessments which may be determined and calculated annually by the District's Board of Supervisors against



all benefited lands in the District. These assessments will also be collected in the same manner as county ad valorem taxes.

A detailed description of all costs and allocations which result in the formulation of assessments, fees and charges are available for public inspection upon request.

### **Method of Collection**

The District's special and maintenance assessments may appear on that portion of the annual real estate tax bill entitled "non-ad valorem assessments," and will be collected by the county tax collector in the same manner as county ad valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates which, if not timely redeemed, may result in the loss of title to the property.

This description of the Ave Maria Stewardship Community District's operation, services and financing structure is intended to provide assistance to landowners and purchasers concerning the important role that the District plays in providing infrastructure improvements essential to the development of new communities. If you have questions or would simply like additional information about the District, please write to Special District Services, The Oaks Center, 2501A Burns Road, Palm Beach Gardens, Florida 33410, or call (561) 630-4922.

**IN WITNESS WHEREOF**, this Supplemental Disclosure of Public Financing and Maintenance of Improvements to Real Property Undertaken has been executed as of the \_\_\_\_\_ day of March, 2022, and recorded in the Official Records of Collier County, Florida.

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

By: \_\_\_\_\_  
Thomas Peek, Chairman

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_ day of March, 2022, by Thomas Peek, as Chairman of the of the Ave Maria Stewardship Community District, for and on behalf of the District. He [\_\_\_\_] is personally known to me or [\_\_\_\_] produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Exhibit A: Legal Description for Maple Ridge Phase 5 Project, Series 2022 Assessment Area

### **Exhibit A**

#### **Lots 1 through 113, Maple Ridge at Ave Maria Phase 7A**

Lots 1 through 113, Maple Ridge at Ave Maria Phase 7A, according to the plat thereof, recorded in Plat Book 70, page 28 through 34 of the public records of Collier County, Florida.

#### **MAPLE RIDGE AT AVE MARIA PHASE 7B PLAT**

BEGINNING AT THE NORTHEAST CORNER OF TRACT I, MAPLE RIDGE AT AVE MARIA PHASE 7A, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 70, PAGES 28-34, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

THENCE ALONG THE NORTH LINE OF SAID TRACT I, NORTH 89°22'47" EAST 20.53 FEET TO THE EAST LINE OF TRACT J OF SAID MAPLE RIDGE AT AVE MARIA PHASE 7A;

THENCE SOUTH 00°35'31" EAST 1,088.12 FEET, TO THE NORTHEAST CORNER OF NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA PHASE 1, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 67, PAGES 55-67, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA:

THENCE ALONG THE NORTH LINE OF SAID NATIONAL GOLF AND COUNTRY CLUB AT AVE MARIA PHASE 1, SOUTH 89°45'53" WEST 3,941.50 FEET TO THE SOUTHEAST CORNER OF TRACT I, ANTHEM PARKWAY PHASE ONE, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK, 61, PAGES 86-89, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA:

THENCE ALONG THE BOUNDARY OF SAID ANTHEM PARKWAY PHASE ONE, IN THE FOLLOWING DESCRIBED COURSES:

1. NORTH 00°14'07" WEST 125.80 FEET;
2. 41.14 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 115.80 FEET THROUGH A CENTRAL ANGLE OF 20°21'21" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 10°24'47" WEST 40.92 FEET TO A POINT OF REVERSE CURVATURE;
3. 333.10 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 270.00 FEET THROUGH A CENTRAL ANGLE OF 70°41'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 14°45'07" EAST 312.37 FEET;
4. NORTH 50°05'42" EAST 0.62 FEET;
5. 168.09 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 1,473.00 FEET THROUGH A CENTRAL ANGLE OF 06°32'18" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 43°10'27" WEST 168.00 FEET;
6. 71.62 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 2,347.07 FEET THROUGH A CENTRAL ANGLE OF 01°44'54" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 48°02'15" WEST 71.62 FEET TO A POINT OF COMPOUND CURVE;
7. 28.22 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE



OF 10°46'42" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 54°18'03" WEST 28.18 FEET;

8. NORTH 40°24'09" EAST 56.48 FEET;

9. 7.51 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHWEST HAVING A RADIUS OF 2,398.28 FEET THROUGH A CENTRAL ANGLE OF 00°10'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 49°41'20" WEST 7.51 FEET;

10. 208.43 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 130.00 FEET THROUGH A CENTRAL ANGLE OF 91°51'43" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 03°50'52" WEST 186.81 FEET TO A POINT OF COMPOUND CURVE, ALSO BEING A POINT ON THE EASTERLY RIGHT-OF-WAY OF ANTHEM PARKWAY OF ANTHEM PARKWAY PHASE TWO, A SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63, PAGES 68 AND 69, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

THENCE ALONG SAID RIGHT-OF-WAY IN THE FOLLOWING THREE (3) DESCRIBED COURSES:

1. 778.73 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,861.00 FEET THROUGH A CENTRAL ANGLE OF 23°58'31" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 54°04'15" EAST 773.06 FEET;

2. NORTH 66°03'31" EAST 206.05 FEET;

3. 559.60 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 2,105.00 FEET THROUGH A CENTRAL ANGLE OF 15°13'54" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 58°26'34" EAST 557.95 FEET;

1. THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 39°54'10" EAST 28.40 FEET TO THE WESTERLY CORNER OF TRACT R BEING A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF GAMBERO WAY OF AFOREMENTIONED MAPLE RIDGE AT AVE MARIA PHASE 7A;

THENCE ALONG SAID RIGHT-OF-WAY IN THE FOLLOWING (6) DESCRIBED COURSES:

1. 90.13 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 727.00 FEET THROUGH A CENTRAL ANGLE OF 07°06'12" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 43°27'16" EAST 90.07 FEET TO A POINT OF REVERSE CURVATURE;

2. 39.88 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE WEST HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 91°24'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 01°18'15" EAST 35.79 FEET;

3. SOUTH 45°36'09" EAST 54.00 FEET;

4. 9.56 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 1,027.00 FEET THROUGH A CENTRAL ANGLE OF 00°32'01" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 44°07'51" EAST 9.56 FEET;

5. 35.42 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE SOUTH HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL



ANGLE OF 81°10'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 84°26'43" EAST 32.53 FEET TO A POINT OF REVERSE CURVATURE;

6. 520.79 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE NORTH HAVING A RADIUS OF 727.00 FEET THROUGH A CENTRAL ANGLE OF 41°02'38" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 75°29'23" EAST 509.72 FEET TO THE NORTHWEST CORNER OF LOT 113 OF SAID MAPLE RIDGE AT AVE MARIA PHASE 7A;

THENCE ALONG THE WEST LINE OF SAID LOT 113 SOUTH 05°57'12" EAST 135.00 FEET TO THE NORTHWEST CORNER OF TRACT L-2 OF SAID MAPLE RIDGE AT AVE MARIA PHASE 7A;

THENCE ALONG THE BOUNDARY OF SAID TRACT L-2, IN THE FOLLOWING THREE (3) DESCRIBED COURSES:

1. SOUTH 00°14'07" EAST 620.54 FEET;
2. NORTH 89°45'53" EAST 597.10 FEET;
3. NORTH 00°14'07" WEST 109.12 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED TRACT E;

THENCE ALONG THE NORTH LINE OF SAID TRACT E NORTH 89°45'53" EAST 135.00 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF ISIDORA LANE OF SAID MAPLE RIDGE AT AVE MARIA PHASE 7A;

THENCE ALONG SAID RIGHT-OF-WAY IN THE FOLLOWING THREE (3) DESCRIBED COURSES:

1. SOUTH 00°14'07" EAST 25.00 FEET;
2. NORTH 89°45'53" EAST 54.00 FEET;
3. NORTH 00°14'07" WEST 55.84 FEET TO THE NORTHWESTERLY MOST CORNER OF AFOREMENTIONED TRACT F;

THENCE ALONG THE NORTHWESTERLY LINE OF SAID TRACT F IN THE FOLLOWING FIVE (5) DESCRIBED COURSES:

1. NORTH 89°45'53" EAST 145.00 FEET;
2. NORTH 00°14'07" WEST 45.89 FEET;
3. 224.10 FEET ALONG THE ARC OF A CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 3,172.00 FEET THROUGH A CENTRAL ANGLE OF 04°02'53" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 01°47'19" EAST 224.05 FEET;
4. 124.71 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 7,480.97 FEET THROUGH A CENTRAL ANGLE OF 00°57'18" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 04°08'59" EAST 124.71 FEET;
5. SOUTH 83°56'07" EAST 146.72 FEET TO A POINT ON TRACT R BEING THE WESTERLY RIGHT-OF-WAY OF PENELLA AVENUE OF SAID MAPLE RIDGE AT AVE MARIA PHASE 7A;

THENCE ALONG SAID RIGHT-OF-WAY, 25.26 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 3,027.00 FEET THROUGH A CENTRAL ANGLE OF 00°28'41" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 05°49'32" WEST 25.26 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY, SOUTH 84°00'53" EAST 54.00 FEET TO THE SOUTHWEST CORNER OF AFOREMENTIONED TRACT G;

THENCE 25.18 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 2,973.00 FEET THROUGH A



CENTRAL ANGLE OF 00°29'07" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 05°49'19" EAST 25.18 FEET;  
 THENCE SOUTH 83°56'21" EAST 135.00 FEET TO THE SOUTHEAST CORNER OF LOT 78 OF SAID MAPLE RIDGE AT AVE MARIA PHASE 7A ALSO BEING A POINT ON THE WESTERLY LINE OF TRACT L-3, OF SAID MAPLE RIDGE AT AVE MARIA PHASE 7A;  
 THENCE ALONG THE BOUNDARY OF SAID TRACT L-3 IN THE FOLLOWING FOUR (4) DESCRIBED COURSES:

1. 312.16 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE EAST HAVING A RADIUS OF 2,838.09 FEET THROUGH A CENTRAL ANGLE OF 06°18'07" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 02°54'49" WEST 312.00 FEET;
2. SOUTH 00°14'07" EAST 529.74 FEET;
3. NORTH 89°45'53" EAST 469.79 FEET;
4. NORTH 00°35'31" WEST 751.89 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED TRACT H;

THENCE ALONG THE NORTH LINE OF SAID TRACT H, NORTH 89°24'29" EAST 135.00 FEET TO A POINT ON THE WESTERLY LINE OF TRACT R BEING THE RIGHT-OF-WAY OF OFANTO LANE, ALL OF SAID MAPLE RIDGE AT AVE MARIA PHASE 7A;  
 THENCE ALONG SAID RIGHT-OF-WAY IN THE FOLLOWING THREE (3) DESCRIBED COURSES:

1. SOUTH 00°35'31" EAST 25.00 FEET;
2. NORTH 89°24'02" EAST 54.00 FEET;
3. NORTH 00°35'31" WEST 25.00 FEET TO THE NORTHWEST CORNER OF AFOREMENTIONED TRACT I;

THENCE ALONG THE NORTHERLY LINE OF TRACT I, NORTH 89°22'47" EAST 134.47 FEET TO THE POINT OF BEGINNING.

CONTAINING 97.84 ACRES, MORE OR LESS.

### **Silverwood at Ave Maria - Phase 3**

All of Tract L-5 and all that Part of Tract A, Silverwood at Ave Maria (Phase 1), a subdivision according to the Plat thereof, as recorded in Plat Book 63, Pages 95 through 102, Public Records of Collier County, Florida, being more particularly described as follows:

BEGINNING at the Northwest corner of Lot 245 of Silverwood at Ave Maria (Phase 2), a subdivision according to the Plat thereof as recorded in Plat Book 67, Pages 88-93, Public Records of Collier County, Florida; thence along the boundary of said Silverwood at Ave Maria (Phase 2) South 10°47'19" West 104.92 feet; Thence continue along said boundary, South 45°05'22" West 30.00 feet to a point on the Southerly boundary of aforementioned Silverwood at Ave Maria (Phase 1);

Thence along the boundary of said Silverwood at Ave Maria (Phase 1), in the following fourteen (14) described courses:

1. North 79°12'42" West 648.91 feet;
2. North 60°23'31" West 298.25 feet;
3. North 15°23'31" West 24.04 feet;
4. North 60°23'31" West 359.22 feet;
5. South 74°36'29" West 24.04 feet;
6. North 60°23'31" West 74.11 feet;
7. North 07°46'40" West 329.68 feet;
8. North 02°36'09" West 45.49 feet;
9. North 19°58'59" West 24.18 feet;
10. North 37°12'23" East 76.06 feet;
11. South 69°05'44" East 252.11 feet;
12. South 68°38'51" East 5.72 feet;
13. North 83°56'24" East 1,143.04 feet;
14. South 81°12'39" East 7.88 feet;

Thence leaving said boundary, South 68°18'16" East 26.12 feet; Thence South 60°57'10" East 50.00 feet; Thence South 29°02'50" West 6.37 feet; Thence South 59°01'33" East 40.06 feet; Thence 54.88 feet along the arc of a non-tangential circular curve concave Northwest having a radius of 120.00 feet through a central angle of 26°12'19" and being subtended by a chord which bears South 44°04'36" West 54.41 feet; Thence South 32°49'14" East 74.00 feet; Thence 21.02 feet along the arc of a non-tangential circular curve concave South having a radius of 15.00 feet through a central angle of 80°16'25" and being subtended by a chord which bears South 82°41'02" East 19.34 feet to a point of compound curve; Thence 346.79 feet along the arc of a circular curve concave Southwest having a radius of 763.00 feet through a central angle of 26°02'29" and being subtended by a chord which bears South 29°31'36" East 343.81 feet; Thence South 16°30'21" East 170.12 feet to a point on the westerly boundary of said Silverwood at Ave Maria (Phase 2);

Thence along the boundary of said Silverwood at Ave Maria (Phase 2) in the following described courses:



1. 337.87 feet along the arc of a circular curve concave West having a radius of 963.00 feet through a central angle of  $20^{\circ}06'09''$  and being subtended by a chord which bears South  $06^{\circ}27'17''$  East 336.14 feet to a point of compound curve;
  2. 26.27 feet along the arc of a circular curve concave Northwest having a radius of 15.00 feet through a central angle of  $100^{\circ}19'32''$  and being subtended by a chord which bears South  $53^{\circ}45'34''$  West 23.04 feet to a point of compound curve;
  3. 188.35 feet along the arc of a circular curve concave Northeast having a radius of 461.00 feet through a central angle of  $23^{\circ}24'34''$  and being subtended by a chord which bears North  $64^{\circ}22'22''$  West 187.04 feet to a point of reverse curvature;
  4. 230.51 feet along the arc of a circular curve concave Southwest having a radius of 539.00 feet through a central angle of  $24^{\circ}30'13''$  and being subtended by a chord which bears North  $64^{\circ}55'12''$  West 228.76 feet;
  5. South  $12^{\circ}49'42''$  West 64.00 feet to the POINT OF BEGINNING.
- Containing 28.62 acres, more or less.



#### **Silverwood at Ave Maria - Phase 4**

All of Tract L-4 and all that Part of Tract A, Silverwood at Ave Maria (Phase 1), a subdivision according to the Plat thereof, as recorded in Plat Book 63, Pages 95 through 102, Public Records of Collier County, Florida, being more particularly described as follows:

BEGINNING at the Northeast corner of Tract A of said Silverwood at Ave Maria (Phase 1), thence along the boundary of said Tract A in the following fifteen (15) described courses:

1. South 29°10'54" West 80.08 feet;
2. North 58°06'37" West 5.00 feet;
3. South 32°13'22" West 50.00 feet;
4. 40.42 feet along the arc of a non-tangential circular curve concave Northeast having a radius of 480.00 feet through a central angle of 04°49'29" and being subtended by a chord which bears North 55°21'53" West 40.41 feet;
5. South 37°02'51" West 54.00 feet;
6. 10.53 feet along the arc of a non-tangential circular curve concave Northeast having a radius of 534.00 feet through a central angle of 01°07'49" and being subtended by a chord which bears South 53°31'03" East 10.53 feet to a point of reverse curvature;
7. 36.94 feet along the arc of a circular curve concave West having a radius of 25.00 feet through a central angle of 84°39'45" and being subtended by a chord which bears South 11°45'05" East 33.67 feet;
8. South 30°34'47" West 94.29 feet;
9. 55.21 feet along the arc of a circular curve concave Southeast having a radius of 1,227.00 feet through a central angle of 02°34'40" and being subtended by a chord which bears South 29°17'27" West 55.20 feet to a point of reverse curvature;
10. 42.19 feet along the arc of a circular curve concave North having a radius of 25.00 feet through a central angle of 96°40'52" and being subtended by a chord which bears South 76°20'33" West 37.36 feet to a point of compound curve;
11. 9.57 feet along the arc of a circular curve concave Northeast having a radius of 734.00 feet through a central angle of 00°44'49" and being subtended by a chord which bears North 54°56'36" West 9.57 feet;
12. South 35°25'48" West 54.00 feet;
13. 26.37 feet along the arc of a non-tangential circular curve concave Northeast having a radius of 788.00 feet through a central angle of 01°55'03" and being subtended by a chord which bears South 55°31'43" East 26.37 feet to a point of reverse curvature;
14. 34.77 feet along the arc of a circular curve concave West having a radius of 25.00 feet through a central angle of 79°40'33" and being subtended by a chord which bears South 16°38'58" East 32.03 feet to a point of reverse curvature;
15. 80.34 feet along the arc of a circular curve concave East having a radius of 1,227.00 feet through a central angle of 03°45'05" and being subtended by a chord which bears South 21°18'46" West 80.32 feet to the Northeast corner of Tract Q, Silverwood at Ave



Maria (Phase 2), a subdivision according to the Plat thereof as recorded in Plat Book 67, Pages 88 through 93, Public Records of Collier County, Florida;

Thence along the boundary of said Silverwood at Ave Maria (Phase 2) in the following thirteen (13) described courses:

1. 468.80 feet along the arc of a non-tangential circular curve concave Northeast having a radius of 888.00 feet through a central angle of 30°14'54" and being subtended by a chord which bears North 44°02'47" West 463.38 feet;
2. South 60°02'43" West 50.00 feet;
3. North 29°57'17" West 5.00 feet;
4. South 61°19'41" West 39.91 feet;
5. 32.30 feet along the arc of a non-tangential circular curve concave Northeast having a radius of 978.00 feet through a central angle of 01°53'31" and being subtended by a chord which bears North 27°43'33" West 32.29 feet;
6. South 63°13'12" West 74.00 feet;
7. 38.22 feet along the arc of a non-tangential circular curve concave Northeast having a radius of 1,052.00 feet through a central angle of 02°04'53" and being subtended by a chord which bears South 27°49'14" East 38.22 feet to a point of reverse curvature;
8. 22.83 feet along the arc of a circular curve concave West having a radius of 15.00 feet through a central angle of 87°12'24" and being subtended by a chord which bears South 14°44'31" West 20.69 feet;
9. South 58°20'43" West 65.85 feet;
10. 519.01 feet along the arc of a circular curve concave Northwest having a radius of 1,963.00 feet through a central angle of 15°08'56" and being subtended by a chord which bears South 65°55'11" West 517.50 feet;
11. South 73°29'39" West 84.30 feet;
12. North 16°30'21" West 90.00 feet;
13. South 73°29'39" West 138.19 feet;

Thence leaving said boundary, North 16°30'21" West 27.06 feet;

Thence 346.79 feet along the arc of a circular curve concave Southwest having a radius of 763.00 feet through a central angle of 26°02'29" and being subtended by a chord which bears North 29°31'36" West 343.81 feet to a point of compound curve; Thence 21.02 feet along the arc of a circular curve concave South having a radius of 15.00 feet through a central angle of 80°16'25" and being subtended by a chord which bears North 82°41'02" West 19.34 feet; Thence North 32°49'14" West 74.00 feet; Thence 54.88 feet along the arc of a non-tangential circular curve concave Northwest having a radius of 120.00 feet through a central angle of 26°12'19" and being subtended by a chord which bears North 44°04'36" East 54.41 feet; Thence North 59°01'33" West 40.06 feet; Thence North 29°02'50" East 6.37 feet; Thence North 60°57'10" West 50.00 feet; Thence North 68°18'16" West 26.12 feet to a point on the North line of aforementioned Silverwood at Ave Maria (Phase 1);

Thence along the Northerly boundary of said Silverwood at Ave Maria (Phase 1), in the following sixteen (16) described courses:

1. North 18°54'55" East 37.00 feet;
2. North 21°03'59" East 17.90 feet;
3. South 10.80 feet;

4. 28.12 feet along the arc of a non-tangential circular curve concave Southeast having a radius of 567.00 feet through a central angle of  $02^{\circ}50'31''$  and being subtended by a chord which bears North  $33^{\circ}03'28''$  East 28.12 feet;
  5. North  $55^{\circ}09'52''$  East 17.46 feet;
  6. North  $12^{\circ}37'07''$  West 7.85 feet;
  7. 537.69 feet along the arc of a non-tangential circular curve concave Southeast having a radius of 567.00 feet through a central angle of  $54^{\circ}20'03''$  and being subtended by a chord which bears North  $63^{\circ}50'15''$  East 517.77 feet;
  8. South  $64^{\circ}50'15''$  East 7.04 feet;
  9. North  $24^{\circ}11'54''$  East 3.08 feet;
  10. 160.15 feet along the arc of a non-tangential circular curve concave South having a radius of 567.00 feet through a central angle of  $16^{\circ}11'01''$  and being subtended by a chord which bears South  $80^{\circ}07'56''$  East 159.62 feet to a point of reverse curvature;
  11. 112.80 feet along the arc of a circular curve concave North having a radius of 183.00 feet through a central angle of  $35^{\circ}19'02''$  and being subtended by a chord which bears South  $89^{\circ}41'56''$  East 111.02 feet;
  12. North  $72^{\circ}38'33''$  East 430.19 feet;
  13. 186.10 feet along the arc of a circular curve concave South having a radius of 717.00 feet through a central angle of  $14^{\circ}52'16''$  and being subtended by a chord which bears North  $80^{\circ}04'41''$  East 185.58 feet;
  14. North  $87^{\circ}30'49''$  East 252.95 feet;
  15. South  $02^{\circ}29'11''$  East 207.48 feet;
  16. 338.50 feet along the arc of a circular curve concave Northeast having a radius of 350.00 feet through a central angle of  $55^{\circ}24'50''$  and being subtended by a chord which bears South  $30^{\circ}11'36''$  East 325.46 feet to the POINT OF BEGINNING.
- Containing 26.15 acres, more or less.





Real Estate Econometrics, Inc.

---

## MEMORANDUM

---

**TO:** Board of Supervisors  
Ave Maria Stewardship Community District

**FROM:** G. Russell Weyer  
President  
Real Estate Econometrics, Inc.

**G. Russell Weyer**  
Digitally signed by G. Russell Weyer  
DN: cn=G. Russell Weyer, o=Real Estate Econometrics, Inc., ou, email=rweyer@ree-i.com, c=US  
Date: 2022.02.22 08:11:37 -05'00'

**SUBJECT:** Revision to August 2021 Master Bonds Supplemental Assessment Report

**DATE:** March 1, 2022

---

Colleagues,

While preparing and delivering the recently issued AMSCD Series 2022 and Series 2022A Bonds, we noticed that Table 7 on page 10 of the Series 2021 Master Bonds Supplemental Assessment Report had miscalculated the marked up percentage on the bonds that accounts for the amount required to cover the collection costs and early payment discount.

The percentage should be 7.5% and the mark up in this table is 4%.

Attached is the revised report for your approval and to be put in the District records along with a redlined version of page 10 that has the revised Table 7.

Thank you.

**Table 7. Expected Ave Maria DRI Debt Allocation and Annual Assessments**

Land Use	Number of Units by Product Type in this Issue	Total Debt Allocation (Post Financing)	Total Par Debt Allocation Per Unit	Total Annualized Par Debt Assessment Allocation Per Unit (1)	Gross Annual Assessment Per Unit (2)
Multi Family	464	\$3,495,982	\$7,534.44	\$415.46	\$449.15
Single Family	560	\$8,114,018	\$14,489.32	\$798.96	\$863.74
Totals	1,024	\$11,610,000			

Source: Methodology Consultant

(1) Net Annual Assessment Per Unit prior to being grossed up for collection costs associated with tax collector and also the necessary administrative costs incurred by both the property appraiser and tax collector, Section 197.3632 (2) and Section 197.3632 (8) (c).

(2) Gross Annual Assessment Per Unit grossed up for early payment discounts & collection costs associated with property appraiser and tax collector and also the necessary administrative costs incurred by both the property appraiser and tax collector, Section 197.3632 (4) and Section 197.3632 (8) (c).

Deleted: 32.77

Deleted: 32.25

Deleted: but assumes as if paid in November (Gross x 0.96)

Deleted: but assumes as if paid in November

#### 4.0 Reasonable and Fair Apportionment of the Special Benefits Peculiar to the Property

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is expressed in residential units in Table 7.

The determination has been made that the duty to pay the non-ad valorem special assessments and the determined special benefits are fairly and reasonably apportioned peculiar to the property within each land use category.

Accordingly, no acre or parcel of property within the boundary of the District will be assessed for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

The per unit allocation amounts in Table 7 represent the anticipated per unit debt allocations assuming all anticipated residential units are built in the proportions planned, and the entire proposed Infrastructure Program is developed or acquired and financed by the District.

#### 5.0 True-Up Mechanism

In order to assure that the District's debt will not build up on the remaining undeveloped acres as the development progresses, the District shall apply the following true up test.

# **SERIES 2021 MASTER BONDS SUPPLEMENT TO THE FOURTH SUB- MASTER SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT FOR THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

**August 17, 2021  
REVISED March 1, 2022**

**Prepared for**

**Board of Supervisors  
Ave Maria Stewardship Community District**

**Prepared by**



**Real Estate Econometrics, Inc.**

**Real Estate Econometrics, Inc.  
Suite 100  
707 Orchid Drive  
Naples, Florida 34102  
(239) 269-1341  
Ree-i.Com**

# **SERIES 2021 MASTER BONDS SUPPLEMENT TO THE FOURTH SUB-MASTER SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT FOR THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

## **1.0 Introduction**

### **1.1 Purpose**

This report (the “Series 2021 Master Bonds Supplement”) supplements the Master Assessment Methodology Report (“Master Methodology”) dated and approved June 6, 2006 and the Sub-Master Methodology Report (“Sub-Master Methodology”) dated and approved November 14, 2006. The Master Methodology determines the validity of the assessments and allocates the debt to be incurred by the Ave Maria Stewardship Community District (the “District”) to provide certain master infrastructure improvements to properties in the District while the Sub-Master Methodology further refines that debt allocation to the Ave Maria acreage. This Series 2021 Master Bonds Supplement also determines the special and peculiar benefits arising from the Capital Improvement Plan (“CIP”) outlined in the Supplemental Sub-Master Engineer’s Report adopted November 14, 2006, as revised November 27, 2006 (“Supplemental Engineer’s Report”) and that flow to the parcels of land within the District. Those benefits are then apportioned peculiar to the property in a manner that is fair and reasonable. Finally, the Series 2021 Master Bonds Supplement determines that none of the actual capital improvement assessments being levied exceed the special and peculiar benefits.

The District intends to issue its Capital Improvement Revenue Bonds, Series 2021 Phase 3 Master Improvements Project (the “2021 Master Bonds”) that will replace the Bond Anticipation Notes, Series 2016 (the “2016 BANs”) that are maturing on November 1, 2021 and are being redeemed with the 2021 Master Bonds. The 2016 BANs funded a portion of the CIP master improvements (the “2016 BANs CIP”) as more fully described in the Amended Fourth Sub-Master Supplemental Engineer’s Report amended February 26, 2018 and July 6, 2021 (the “2016 BANs Report”).

## 1.2 Background

The acreage contained within the Town of Ave Maria Development of Regional Impact No. 05-01 (the "Ave Maria DRI") is wholly contained within the boundaries of the District. The Ave Maria DRI is a mixed-use development on approximately 5,027 acres in unincorporated Collier County ("County"), Florida. Pursuant to the Ave Maria DRI, the Collier County Board of County Commissioners granted certain development rights for the anticipated development within the District.

The Ave Maria DRI has been under development for 15 years and is anticipated to be fully developed over a remaining estimated 15-year time frame. Overall, Ave Maria will have a variety of multi-family and single-family product types, commercial/retail space, office space, light manufacturing, schools, churches, a university and recreational opportunities. The development program has evolved over time and was refined in 2016. Table 1 below outlines the entire current Ave Maria DRI development program.

**Table 1. The Ave Maria Refined DRI Development Program**

<b>Land Use</b>	<b>Units</b>
Townhome/Attached Villa/Condominium/Duplex	4,223
Single Family/Detached Villa	4,241
	<hr/> 8,464
ALF Apartments	450
Apartments	718
Middlebrook – Affordable Housing	48
<b>Total</b>	<hr/> <b>9,680</b>
Retail/Entertainment/Service	690,000
Professional Office	510,000
Light Manufacturing	600,000
Hotel	300
Medical Facilities	35,000
Institutional - AM University	6,000
Private K-12 School	900

Source: Developer



### **1.3 Use of Specific Numbers within the Tables of the Supplemental Methodology**

Great diligence has been used to define the components of the development program described in Table 1, the estimated par bond requirements shown in Table 4, and the Par Debt Allocations shown in Table 6. The Ave Maria DRI development program, the par value of bonds, and the resultant allocations are subject to change. They are used within this report to illustrate the application of the algorithms and principles used in the Sub-Master Methodology.

## **2.0 Finance Plan**

### **2.1 Bond Requirements**

A number of items comprise the final par bond requirements. The source of repayment for the 2021 Master Bonds are long term assessments that have been imposed and levied on specially benefiting properties as determined by this Series 2021 Master Bonds Supplement report. The proceeds of the 2021 Master Bonds will replace the Series 2016 BANs that provided the funding for a portion of the 2016 BANs CIP. Allowances were made for capitalized interest, debt service reserve, underwriter's discount, issuance costs, and rounding. Table 4 on page 5 illustrates the 2021 Master Bond sizing that is being used to replace the 2016 BANs which funded a portion of the 2016 BANs CIP.

### **2.2 Series 2016 BANs Capital Improvement Program**

The District Engineer has identified certain infrastructure that may be provided by the District and has provided a cost estimate for the District's CIP. The CIP for the 2016 BANs is detailed in the Fourth Sub-Master Supplemental Engineer's Report dated September 28, 2016 and amended on February 26, 2018 and July 6, 2021. The CIP consists of roadways, irrigation, master irrigation system, stormwater management plus professional services and permitting fees.

The District's CIP funded by the 2016 BANs, which will be replaced by the 2021 Master Bonds is shown in Table 2 below.

**Table 2. The Ave Maria Series 2016 BANs Capital Improvement Program**

<b>Description</b>	<b>Amount</b>
Anthem Parkway Phases 1, 2 & 3	\$ 7,609,927
Town Center High Tech Crosswalks	\$ 239,047
Arthrex Commerce Park Phase 1 and Phase 2	\$ 1,940,621
<b>Total</b>	<b>\$ 9,789,595</b>

Source: Amended Fourth Sub-Master Supplemental Engineer's Report dated February 26, 2018.

### **2.3 2021 Master Bonds Requirements**

The District previously issued the 2016 BANs to finance \$9,789,595 of the 2016 BANs CIP noted in Table 2 above. The proceeds of the 2016 BANs, were deposited in the Series 2016 BAN Acquisition and Construction Account and used to construct or acquire portions of the 2016 BANs CIP.

Table 3 below shows the initial par amount of the issued 2016 BANs that was used to fund the 2016 BANs CIP noted in Table 2 above.

**Table 3. Ave Maria Stewardship Community District Initial 2016 BANs Sources and Uses**

<b>Sources:</b>	<u><b>Amount</b></u>
Bond Proceeds:	
Par Amount	\$11,085,000.00
<b>Uses:</b>	
Project Fund	\$9,789,595.00
Other Fund Deposits:	
Reserve Fund at 12 Months of Interest	\$512,681.26
CAPL to 11/1/17	\$511,257.14
Costs of Issuance	\$127,361.60
Underwriter's Discount	\$144,105.00
Rounding	\$0
Total Uses of Funds	\$11,085,000.00

Source: MBS Capital Markets LLC

The District is issuing the 2021 Master Bonds to replace the 2016 BANs. The 2021 Master Bond funds will refund the 2016 BANs.

Table 4 on the next page shows the par amount for the 2021 Master Bonds required to refund the 2016 BANs noted in Table 3 above.

**Table 4. Ave Maria Stewardship Community District  
2021 Master Bonds Sources and Uses**

<b>Sources:</b>	<u>Amount</u>
Bond Proceeds:	
Par Amount	\$11,610,000.00
Net Premium/OID	295,745.70
	\$11,905,745.70
Other Sources of Funds:	
Liquidation of Series 2016 Fund	512,681.26
Liquidation of Series 2016 Interest Account	0.54
	512,681.80
Total Sources of Funds	\$12,418,427.50
<b>Uses:</b>	
Refunding of the 2016 BANs	\$11,341,340.63
Other Fund Deposits:	
Reserve Fund at 50% of MADS	320,096.88
CAPI to 11/1/22	478,087.51
Costs of Issuance	127,800.00
Underwriter's Discount	150,930.00
Rounding	172.48
Total Uses of Funds	\$12,418,427.50

Source: MBS Capital Markets LLC

## Assessment Methodology

### 3.1 Structure

The 2021 Master Bonds Supplement outlines a three-step process. First the District's engineer determines the costs for the CIP. Secondly, the Methodology Consultant ("MC") and Bond Underwriter ("BU") determines the amount of bonds required to finance the CIP. Third, the special benefits flow from the CIP peculiar to land parcels within the District. In order for the MC to determine these benefits the District engineer first estimates the costs for all systems and facilities needed to support the Ave Maria development program. Then the costs for all improvements are bonded and allocated to the benefited properties. The MC determines and then apportions fairly and reasonably the special benefits that flow peculiar to the properties. This 2021 Master Bonds Supplement provides the mechanism by which the costs and debt were allocated and the special and peculiar benefits were determined and apportioned to the assessable acres within the District for levy and collection. The District Board of Supervisors will make the actual determinations and apportionment and may use this assessment methodology to do so.

### **3.2 Assessment Allocation**

The District is undertaking the responsibility of providing all or a portion of the master infrastructure to support vertical development within Ave Maria. As designed, the CIP is an integrated system of improvements that confer special and peculiar benefits to the lands within the District.

### **3.3 The 2021 Master Bonds Assessments**

The District shall allocate the costs and debt to provide the Ave Maria CIP to the development program. In the case of Ave Maria development program, the primary measurement is trip generation since the Ave Maria DRI CIP is heavily focused on road construction. In addition, the irrigation infrastructure parallels the roadways and the land acquisition component of the Ave Maria DRI largely associated with these uses.

The MC utilized trip generation figures from the Institute of Transportation Engineers (“ITE”) trip generation book as applied to the various land categories being developed within the District (see Table 1). From there, the MC applied an internal trip generation discount to the appropriate uses within the District where many of those trips will remain within each development node and will not have to go out to the main roadways within the District to get to services since Ave Maria is designed as a “walkable community”.

The percentage of actual trips generated was calculated after the discount. From that point of departure, the MC calculated the percentage of trips that represent the portion of the special and peculiar benefit apportioned to the low affordable housing, assisted living apartments, the retail/entertainment/service component, professional office, hotel, medical facilities and Ave Maria University. The fair and equitable share of debt allocation to the low affordable housing, assisted living apartments, the retail/entertainment/service component, professional office, hotel, medical facilities and Ave Maria University was extinguished pre-financing by a real property contribution in lieu of assessments to the District effectuated by Ave Maria Development, LLC as described herein. Accordingly, the trips as a percentage of the total discounted trips for those uses were reallocated over the remaining uses so that the remaining land use categories were allocated their fair and equitable share of the debt.

The proportionate special benefit is peculiar to the property. The determinate special benefits flow from the CIP. It is a Logical connection from the CIP. Added use and enhanced enjoyment of the property are two of those special benefits to the property. The special benefits are then apportioned, fairly and reasonably, resulting in the proportionate magnitude special benefit peculiar to the properties. The dollar amount of the assessment does not exceed the value of the benefit.

### **3.4 Real Property Contributions**

In order to implement the Ave Maria DRI CIP, it is in the District's best interest to obtain certain parcels of real property. The cost of acquiring such property is incorporated and documented in the Supplemental Engineer's Report and included in the project costs. The owner of the necessary real property transferred title for such property to the District in return for a reduction or corresponding credit to special assessments that were imposed and levied upon benefited properties that received special and peculiar benefit. The value of the property that has or will be transferred to the District prior to the completion of the CIP is appraised at \$19,572,909. Therefore, that amount is reflected as a credit to the project cost, prior to financing to extinguish anticipated liens for certain properties and uses set forth in Table 5.

Based on the foregoing and this special benefit analysis, each property for residential and non-residential use that is developed within the District will have some benefit arising from the CIP. The development program shown in Table 1 was a refinement from the original Ave Maria DRI development program and was adopted by the District in 2016.

Table 5 on the next page shows the combined special benefit apportionment percentage on a per unit basis peculiar to each unit within the refined development program.

Special attention needs to be made with regard to any recreational or homeowner association facility currently planned for the project. The properties for facilities directly received special and peculiar benefit from the CIP. However, pursuant to Section 193.0235, Florida Statutes, the owner of the common elements that receives any special and peculiar benefit from the CIP are exempt from assessments. Therefore, such facilities have not been included in this methodology and accordingly, any special and peculiar benefit flowing from the CIP is apportioned accordingly against the remaining assessable lands within the District.

**Table 5. Re-allocation and Re-apportionment of First Sub-Master Debt**

<b>Residential – Assessable Product</b>	<b>Total Units</b>	<b>Percent Of Total Trips</b>	<b>ITE Trip Factor</b>	<b>Trips Generated</b>	<b>External Generation Discount</b>	<b>New Trips Generated</b>	<b>Adjusted Trip Percent</b>	<b>Total Debt Reapportionment % of Other Uses</b>
Townhome/Attached Villa								
Condominium/Duplex/								
Carriage Homes	4,223	16.58%	4.22	17,821	0.00%	17,821	27.03%	34.13%
Single Family/Detached Villa	<u>4,241</u>	<u>32.00%</u>	8.11	34,395	0.00%	34,395	<u>52.17%</u>	<u>65.97%</u>
Subtotal - Assessable Units	8,464	48.58%					79.20%	100.00%
<b>Residential - Non-Assessable</b>	<b>Total Units</b>							
ALF Apartments	450	0.61%	1.46	657	75.00%	164	0.25%	
Apartments	718	2.81%	4.20	3,015	75.00%	754	1.14%	
Meadowbrook Aff. Housing	48	0.28%	6.16	296	75.00%	74	0.11%	
<b>Non Residential</b>	<b>Total Sq. Ft. / Units</b>							
Retail/Entertainment/Service	690,000	19.26%	0.03	20,700	80.00%	4,140	6.28%	
Professional Office	510,000	4.75%	0.01	5,100	50.00%	2,550	3.87%	
Light Manufacturing	600,000	5.58%	0.01	6,000	80.00%	1,200	1.82%	
Hotel	300	2.24%	8.02	2,406	20.00%	1,925	2.92%	
Medical Facilities	35,000	0.98%	0.03	1,050	50.00%	525	0.80%	
Institutional - AM University	6,000	12.84%	2.30	13,800	86.00%	1,932	2.93%	
Private K-12 School	900	<u>2.08%</u>	2.48	<u>2,232</u>	80.00%	<u>446</u>	<u>0.68%</u>	
		100.00%		107,471		65,926	100.00%	

Source: Methodology Consultant

Table 6 on the next page shows how the special benefits from the CIP have been apportioned peculiar to the property pre-financing, based on the benefit apportionment analysis above. The pre-financing allocation from the CIP determines the amount of the real property contribution discussed above. The total debt allocation with the land contribution included as if financed is reallocated to the product types not being paid down by the land contribution. The total annualized par debt will be amortized by assessments based upon apportioned special and peculiar benefit and the gross annual assessment per unit is calculated.

(Rest of page left intentionally blank)

**Table 6. Re-allocation and Re-apportionment of First Sub-Master Debt, Cont.**

Land Use	Number of Units	% Trip Generation Allocation	Total Benefit Allocation (Pre-financing)	Adjusted % Trip Generation Allocation	Total Debt Allocation (Post Financing) (1)	Total Par Debt Allocation Per Unit
Townhome/Attached Villa						
Condominium/Duplex/Carriage Homes	4,223	27.03%	\$25,441,919	34.13%	\$34,855,039	\$8,254
Single Family/Detached/Villa	<u>4,241</u>	52.17%	\$49,102,709	<u>65.87%</u>	<u>\$67,269,961</u>	\$15,862
	8,464			100.00%	\$102,125,000	:
ALF Apartments	450	0.25%	\$234,489			
Apartments	718	1.14%	\$1,075,978			
Meadowbrook Aff. Housing	48	0.11%	\$105,531			
Retail/Entertainment/Service	690,000	6.28%	\$5,910,397			
Professional Office	510,000	3.87%	\$3,640,462			
Light Manufacturing	600,000	1.82%	\$1,713,159			
Hotel	300	2.92%	\$2,747,906			
Medical Facilities	35,000	0.80%	\$749,507			
Institutional - AM University	6,000	2.93%	\$2,758,185			
Private K-12 School	900	0.68%	<u>\$637,295</u>			
<b>Total</b>		100.00%	\$94,117,537			
					Subtotal:	\$19,572,909

Source: Methodology Consultant

(1) Adjusted trip generation debt re-allocation post land contribution post land contribution in lieu of assessment lien.

Utilizing the adjusted percent trip generation allocation percent by assessable product types shown in Table 6 above, the MC allocated the par debt by product type unit.

Table 7 on the next page shows the approximate annual assessments required to amortize the 2021 Master Bonds over a 30-year period. The assessments are based on an equivalent residential unit ratio between the master par debt apportioned to a single family unit and a multi-family unit in accordance with the Master Methodology.

It is important to note that the 2006A (Refunded in 2019) Bonds were allocated to the first 2,000 assessable units and 2012 Bonds are projected to be allocated to the next 2,092 assessable units of the total 8,464 potential assessable units on a first platted, first assigned basis as described herein. The 2021 Master Bonds are projected to be allocated to the 1,024 units following the previous 4,092 assessable units of the total 8,464 potential assessable units again on a first platted, first assigned basis as described herein. The remaining unallocated planned units are expected to receive their permanent assessment in accordance with future bond issuance(s).

The total annualized debt assessment shown in Table 7 is net of any applicable collection fees and assumes payment in November, taking advantage of the 4% discount allowed for early payment. The gross annual assessments shown include such allowances and discounts. Table 7 also represents a fair and reasonable allocation of the debt incurred by the District.



**Table 7. Expected Ave Maria DRI Debt Allocation and Annual Assessments**

Land Use	Number of Units by Product Type in this Issue	Total Debt Allocation (Post Financing)	Total Par Debt Allocation Per Unit	Total Annualized Par Debt Assessment Allocation Per Unit (1)	Gross Annual Assessment Per Unit (2)
Multi Family	464	\$3,495,982	\$7,534.44	\$415.46	\$449.15
Single Family	560	\$8,114,018	\$14,489.32	\$798.96	\$863.74
Totals	1,024	\$11,610,000			

*Source: Methodology Consultant*

- (1) Net Annual Assessment Per Unit prior to being grossed up for collection costs associated with tax collector and also the necessary administrative costs incurred by both the property appraiser and tax collector. Section 197.3632 (2) and Section 197.3632 (8) (c).
- (2) Gross Annual Assessment Per Unit grossed up for early payment discounts & collection costs associated with property appraiser and tax collector and also the necessary administrative costs incurred by both the property appraiser and tax collector. Section 197.3632 (2) and Section 197.3632 (8) (c).

#### **4.0 Reasonable and Fair Apportionment of the Special Benefits Peculiar to the Property**

A reasonable estimate of the proportion of special and peculiar benefits received from the improvements is expressed in residential units in Table 7.

The determination has been made that the duty to pay the non-ad valorem special assessments and the determined special benefits are fairly and reasonably apportioned peculiar to the property within each land use category.

Accordingly, no acre or parcel of property within the boundary of the District will be assessed for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property.

The per unit allocation amounts in Table 7 represent the anticipated per unit debt allocations assuming all anticipated residential units are built in the proportions planned, and the entire proposed Infrastructure Program is developed or acquired and financed by the District.

#### **5.0 True-Up Mechanism**

In order to assure that the District's debt will not build up on the remaining undeveloped acres as the development progresses, the District shall apply the following true up test.

The test is that the debt per acre remaining on the undeveloped acres is never allowed to increase above its ceiling debt per acre level. Initially, the ceiling level of debt per acre is calculated as the total amount of debt for the CIP divided by the number of acres within the Sub-Master District Boundaries. In this case the ceiling is calculated as \$102,125,000 divided by the 5,027 acres in the Sub-Master boundaries, equaling \$20,315 per acre. Thus, every time the test is applied, the debt on the unallocated acres must remain equal to or lower than \$20,315 per acre. If not, the District would require a density reduction payment in an amount sufficient to reduce the remaining debt per acre to the ceiling amount.

This test shall be applied at the time 50% of the Units within the District are platted. The second test shall be applied at the time 75% of the Units within the District are platted. The third test shall be applied at the time 90% of the Units within the District are platted. Table 8 shows the true-up allocations at each particular test period. A True Up test may also be applicable if, after the project is entirely platted, the development plan changes requiring an amendment to existing plats within the District. Since all of the property has been platted and the debt assigned, the true-up tests described above will only be applicable if there are amendments to the existing plat that result in a different Unit count or configuration.

**Table 8. Ave Maria Stewardship District True-Up Mechanism**

<b>True Up Analysis</b>	<b>50%</b>	<b>75%</b>	<b>90%</b>
Cumulative Units	4,232	6,348	7,618
Unallocated Units	4,232	2,116	846
Debt Per Acre	\$20,315	\$20,315	\$20,315

Source: Methodology Consultant

If at the time the 50%, 75% or 90% tests are given it is determined that the ceiling debt is breached, the District may suspend the true up payment if the landowners can show that there is sufficient development potential in the remaining acreage to build the densities required to amortize the bonds. A determination of the suspension of a required true up payment will be made at the sole discretion of the District.

## **5.1 Clarifications and Amplifications**

All assessments levied run with the land. It is the responsibility of the landowner of record to make or cause to be made any required true up payments due. The District will not release any liens on property for which true up payments are due until provision for such payment has been satisfactorily made.

The owner of record at the time the annual assessment roll is developed will have the responsibility to make the annual assessment payments, but in all cases true up payments must be made to enable the District to meet its debt service obligations.

A determination of a true up payment will be at the sole discretion of the District. Prior to platting, all assessable acreage will be assessed on a per acre basis.

## **6.0 Assessment Roll**

As described above, the debt associated with the CIP will be initially distributed on an equal acreage basis across all of the acreage within the District. Each acre within the District will be assessed equally since, until development is located, development could presumably occur on any one acre as on any other. As plats are approved lots will be assessed in the manner described herein.

The following Appendix I Tax Roll shows the initial assessments on a per acre basis for the CIP.

**APPENDIX 1**  
**Initial Series 2021 Master Bonds Per Acre Assessment Roll**

<b>FLN</b>	<b>ACRES</b>	<b>PROPERTY OWNER</b>	<b>PAR AMOUNT</b>
22671200026	2.84	Ave Maria Development, LLLP	\$20,355.70
22671200123	3.04	Ave Maria Development, LLLP	\$21,789.20
22671200220	3.44	Ave Maria Development, LLLP	\$24,656.20
22671002800	1.40	Ave Maria Development, LLLP	\$10,034.50
22671003304	0.23	Ave Maria Development, LLLP	\$1,648.52
22671004303	1.82	Ave Maria Development, LLLP	\$13,044.85
00138600301	4.97	Ave Maria Development, LLLP	\$35,617.26
00226440004	173.12	Barron Collier Partnership, LLLP and AMULT, LLC	\$1,240,845.35
00226440004	0.00	Barron Collier Partnership, LLLP and AMULT, LLC	\$0.60
00138601038	5.94	Barron Collier Partnership, LLLP and AMULT, LLC	\$42,571.43
00227004009	144.20	Barron Collier Partnership, LLLP and AMULT, LLC	\$1,033,538.41
00226440004	47.45	Barron Collier Partnership, LLLP and AMULT, LLC	\$340,130.54
00138601504	6.69	Barron Collier Partnership, LLLP and AMULT, LLC	\$47,946.38
22671200521	0.24	Barron Collier Partnership, LLLP and AMULT, LLC	\$1,728.37
00138600000	96.59	Barron Collier Partnership, LLLP and AMULT, LLC	\$692,289.17
00138560001	251.33	Barron Collier Partnership, LLLP and AMULT, LLC	\$1,801,375.92
00226440004	27.80	Barron Collier Partnership, LLLP and AMULT, LLC	\$199,283.75
00226240204	0.00	Barron Collier Partnership, LLLP and AMULT, LLC	\$0.95
00115280003	1.71	Barron Collier Partnership, LLLP and AMULT, LLC	\$12,282.25
00138560001	4.76	Barron Collier Partnership, LLLP and AMULT, LLC	\$34,087.24
00138560001	3.55	Barron Collier Partnership, LLLP and AMULT, LLC	\$25,434.21
00138560001	0.84	Barron Collier Partnership, LLLP and AMULT, LLC	\$6,007.36
00138560001	0.34	Barron Collier Partnership, LLLP and AMULT, LLC	\$2,440.65
00138600000	1.32	Barron Collier Partnership, LLLP and AMULT, LLC	\$9,450.45
00138600000	8.17	Barron Collier Partnership, LLLP and AMULT, LLC	\$58,564.37
00138600000	3.12	Barron Collier Partnership, LLLP and AMULT, LLC	\$22,337.65
00138600000	2.12	Barron Collier Partnership, LLLP and AMULT, LLC	\$15,191.79
00138560001	1.56	Barron Collier Partnership, LLLP and AMULT, LLC	\$11,147.49
73640100025	42.18	CC Ave Maria Estates, LLC	\$302,305.15
73640100423	7.82	CC Ave Maria Estates, LLC	\$56,059.62
73640100407	4.77	CC Ave Maria Estates, LLC	\$34,164.98
00138601025	80.48	CC Ave Maria II, LLC	\$576,853.90
22671200547	0.16	CC Ave Maria II, LLC	\$1,180.75
00138601708	5.85	CC Ave Maria II, LLC	\$41,929.86
00226280808	9.52	CC Ave Maria, LLC	\$68,203.29
22671200505	0.24	CC Ave Maria, LLC	\$1,722.11
22671200673	0.06	CC Ave Maria, LLC	\$395.32
22671200424	0.16	CC Ave Maria, LLC	\$1,162.03
00226280905	69.77	CC Ave Maria, LLC	\$500,066.85
56530023022	0.06	CC Ave Maria, LLC	\$460.85
56528900047	2.11	CC Ave Maria, LLC	\$15,137.40
56528900607	2.50	CC Ave Maria, LLC	\$17,918.76
56528900704	0.10	CC Ave Maria, LLC	\$705.08

FLN	ACRES	PROPERTY OWNER	PAR AMOUNT
56528900584	0.28	CC Ave Maria, LLC	\$2,039.76
00226281001	138.12	CC Ave Maria, LLC	\$990,002.92
00226281001	1.67	CC Ave Maria, LLC	\$11,942.98
00226281001	2.29	CC Ave Maria, LLC	\$16,421.89
00226446008	59.43	DiVosta Homes, LP	\$425,952.19
63760003902	3.95	Lennar Homes, LLC	\$28,335.66
63760004008	3.84	Lennar Homes, LLC	\$27,524.35
63760003708	132.44	Lennar Homes, LLC	\$949,263.70
63760004927	2.57	Lennar Homes, LLC	\$18,420.47
63760004820	2.87	Lennar Homes, LLC	\$20,570.72
63760004587	0.10	Lennar Homes, LLC	\$716.75
63760005023	2.37	Lennar Homes, LLC	\$16,986.97
63760004723	1.19	Lennar Homes, LLC	\$8,529.32
63760004561	0.13	Lennar Homes, LLC	\$931.77
63760004684	0.20	Lennar Homes, LLC	\$1,433.50
63760004600	0.09	Lennar Homes, LLC	\$645.07
22673901268	13.65	Pulte Home Company, LLC	\$97,832.93
00138600000	10.23	Pulte Home Company, LLC	\$73,313.16
00138600301	0.04	Pulte Home Company, LLC	\$294.20
22673901365	7.10	Pulte Home Company, LLC	\$50,896.62
00138600301	1.37	Pulte Home Company, LLC	\$9,851.71
00227082005	10.24	Pulte Home Company, LLC	\$73,381.89
00138601805	1.12	Pulte Home Company, LLC	\$8,007.33
22671000446	1.81	Pulte Home Company, LLC	\$12,951.63
22671000417	0.08	Pulte Home Company, LLC	\$549.99
00227004106	4.49	Pulte Home Company, LLC	\$32,165.65
00226440127	4.70	Pulte Home Company, LLC	\$33,652.32
00227081006	23.28	Pulte Home Company, LLC	\$166,875.71
00227006007	4.88	Pulte Home Company, LLC	\$35,006.56
00226440004	1.94	Pulte Home Company, LLC	\$13,906.85
00226441809	64.31	Pulte Home Company, LLC	\$460,972.12
00226441906	7.77	Pulte Home Company, LLC	\$55,720.76
31046000020	0.06	Pulte Home Company, LLC	\$431.62
00226440130	16.50	Pulte Home Company, LLC	\$118,269.82
22687000029	5.38	Pulte Home Company, LLC	\$38,535.43
00138560001	40.29	Pulte Home Company, LLC	\$288,791.85
00226440004	22.70	Pulte Home Company, LLC	\$162,668.29
00226440004	0.88	Pulte Home Company, LLC	\$6,318.55
00226440004	0.98	Pulte Home Company, LLC	\$7,058.47
00138600000	0.11	Pulte Home Company, LLC	\$762.01
<b>Total</b>	<b>1,619.81</b>		<b>\$11,610,000.00</b>

Notes on next page

**\*Notes:**

1. Acreages reported hereon include only that portion of each folio within the Ave Maria SRA line as depicted on the "Ave Maria - Unplatted Future Development Land within the SRA" map, dated June 2021 in Appendix 2.

2. Acreages reported hereon are calculated based on Collier County Property Appraiser GIS linework, and may vary slightly from the acreages stated on either the Property Appraiser Property Summary Page or surveys or legal descriptions of the subject properties.



## **APPENDIX 2**

### **AVE MARIA – UNPLATTED FUTURE DEVELOPMENT LAND WITHIN THE SRA**

## **RESOLUTION 2022-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING A REVISED SERIES 2021 MASTER BONDS SUPPLEMENT TO THE FOURTH SUB-MASTER SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT FOR THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Ave Maria Stewardship Community District (the “District”) is a local unit of special-purpose government organized and existing in accordance with Chapter 2004-461, Laws of Florida, as amended (the “Act”); and

**WHEREAS**, the District was created for the purpose of delivering certain community development services and facilities that have been further described in the District’s improvement plan, and to finance such improvements through the issuance of bonds and notes, which bonds will be repaid by the imposition of special assessments on benefitted property within the District and any additional revenue sources permitted by Florida law; and

**WHEREAS**, the District authorized the issuance and sale of its \$11,610,000 Capital Improvement Revenue Bonds, Series 2021 (Phase 3 Master Improvements Project) (the “Series 2021 Master Bonds”) to pay all or a part of the costs of the design, permitting, acquisition, construction and installation of certain improvements and facilities all as permitted by the Act; and

**WHEREAS**, the District previously adopted the Series 2021 Master Bonds Supplement to the Fourth Sub-Master Supplemental Assessment Methodology Report, dated August 17, 2021 (“Series 2021 Master Bonds Assessment Methodology Report”), which describes the District’s allocation of special assessments securing Series 2021 Master Bonds; and

**WHEREAS**, to correct an error in the calculation of Collier County collection costs and early payment discount, the District desires to adopt the Revised Series 2021 Master Bonds Supplement to the Fourth Sub-Mater Supplemental Assessment Methodology Report for the Ave Maria Stewardship Community District dated August 17, 2021, revised March 1, 2022 attached hereto and incorporated herein by reference as **Exhibit A** (“Revised Series 2021 Master Bonds Assessment Methodology Report”); and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:**

**SECTION 1.** The recitals as stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

**SECTION 2.** The Board hereby adopts the District's Revised Series 2021 Master Bonds Assessment Methodology Report attached hereto and incorporated by reference herein as **Exhibit A**. The Board hereby authorizes the Chairman to execute and the Secretary to attest an omnibus update to the Series 2021 Master Bonds documents including but not limited to the supplemental disclosure of public financing, notice of assessments and any other documents necessary to implement the Revised Series 2021 Master Bonds Assessment Methodology Report and this Resolution.

**SECTION 3.** This Resolution is intended to supplement Resolutions 2006-03, 2006-04, 2006-07, 2015-15, and 2021-15 which remain in full force and effect. This Resolution and Resolutions 2006-03, 2006-04, 2006-07, 2015-15, and 2021-15 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

**SECTION 4.** If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

**SECTION 5.** This Resolution shall become effective upon its adoption.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of March, 2022.

ATTEST:

**AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairman, Board of Supervisors

**Exhibit A:** Series 2021 Master Bonds Supplement to the Fourth Sub-Master Supplemental Assessment Methodology Report for the Ave Maria Stewardship Community District dated August 17, 2021, Revised March 1, 2021

## **Exhibit A**

February 21, 2022

Board of Supervisors  
Ave Maria Stewardship Community District

Re: Anthem Parkway Retrofit Contract Recommendation

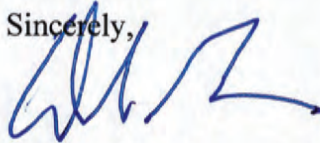
Dear Board Supervisors,

We received two bids for the Anthem Parkway Retrofit Construction Project. Bids were from Earth Tech Enterprises, Inc., and Diversified Services Group, LLC, both Ave Maria Stewardship Community District (the "District") pre-qualified bidders.

Earth Tech Enterprises, Inc., submitted the lowest bid for \$670,885.67. We have reviewed the bid package provided, determined that it is responsive, and find the Contractor acceptable to perform the work on this project based on the information received.

Therefore, we recommend that the District award the contract to Earth Tech Enterprises, Inc., for the total bid of \$670,885.67.

Sincerely,



David Genson  
District Construction Project Manager



## **RESOLUTION 2022-11**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT REGARDING THE AWARD OF A CONSTRUCTION CONTRACT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Ave Maria Stewardship Community District (the “District”), is a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida to plan, construct, install, acquire, finance, manage and operate public improvements and community facilities for lands within the District; and

**WHEREAS**, the District has solicited bids from prequalified contractors interested in providing construction services related to the Anthem Parkway Retrofit project (the “Project”); and

**WHEREAS**, the District has received and evaluated bids from two (2) prequalified contractors interested in providing those services; and

**WHEREAS**, \_\_\_\_\_ submitted a responsive bid with the lowest bid amount (the “Contractor”); and

**WHEREAS**, in the best interest of the District, the Board desires to award a contract to the Contractor.

### **NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:**

**SECTION 1.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2.** The bid submitted by the Contractor is the bid which best serves the interests of the District.

**SECTION 3.** The Contractor shall be awarded a contract for construction services for the Project.

**SECTION 4.** The Chairman and District Staff are hereby authorized to give notice of this award to all bidders to the extent required by law and to proceed with the execution of a contract with the selected proposer.

**SECTION 5.** If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

**SECTION 6.** This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of March, 2021.

ATTEST:

**BOARD OF SUPERVISORS OF THE  
AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

---

Secretary/Assistant Secretary

---

Tom Peek, Chairman

**MEMORANDUM**

TO: District Manager  
Ave Maria Stewardship Community District

FROM: Alyssa C. Willson

DATE: March 1, 2022

RE: Procedure for Disposing of Surplus Tangible Personal Property

---

I understand that the Ave Maria Stewardship Community District (the “District”) is needs to dispose of surplus emergency response related storage facilities and equipment. This memorandum provides an outline of the general process and options associated with disposing of surplus tangible personal property of the District. Also attached to this memorandum is a resolution that set forth the required determinations and authorizations for the disposition of the emergency response related storage facilities and equipment and the other tangible personal property.

Overview of the Process

The disposal of surplus tangible personal property by the District, such as the existing golf equipment, is governed by Chapter 274, Florida Statutes. Pursuant to Chapter 274, the District must determine that: (1) the property is obsolete, (2) the continued use of the property is uneconomical or inefficient, or (3) the property serves no useful function. The District must then record in its minutes the authority for the disposal of the property. Once these two steps are taken, the District may sell, donate, or destroy the property. The available options are discussed in more detail below. After disposing of the property, the final step in the process is for the District to record the disposal in its inventory records.

Disposal of Surplus Tangible Personal Property

The District may sell the property to: (1) any person, (2) any governmental unit, or (3) any political subdivision.<sup>1</sup> When selling to any of these parties, the District is limited only by the

---

<sup>1</sup> “Governmental unit” is defined as the governing board, commission or authority of a county or taxing district of the state or the sheriff of the county. “Political subdivision” is defined to include: counties, cities, towns, villages, special tax school districts, special road and bridge districts, bridge districts, and all other districts in this state.

reasonable exercise of its discretion, taking into account the best interests of the District. If the value of the property is estimated to be less than \$5,000, it may be disposed of in the most efficient and cost-effective means as determined by the District. If the property is estimated to be valued at over \$5,000, specific procedural requirements apply. The District is also permitted to sell surplus tangible personal property to another governmental unit within the District or a private nonprofit agency, though the sale of surplus tangible personal property to either of these parties is governed by the requirements described below, rather than the requirements described in this paragraph. In the event the property is without commercial value, it may also be destroyed or abandoned.

### Conclusion

The District has discretion in choosing how to dispose of its surplus tangible personal property. It may sell the property to: (1) any person, (2) any governmental unit, (3) any political subdivision, (4) another governmental unit within the District, or (5) a private nonprofit agency. The District may not, however, destroy or abandon the property, unless it determines the property is without value. By executing the attached resolutions, the District will have made all of the determinations described above which are necessary to dispose of the emergency response related storage facilities and equipment as well as the other tangible personal property of the District. The remaining action to be taken by the District will include completing the sale, donation or disposal of the property, and recording such disposition in the District's inventory records.

## **RESOLUTION 2022-12**

### **A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP DISTRICT CLASSIFYING SURPLUS TANGIBLE PERSONAL PROPERTY; AUTHORIZING DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Ave Maria Stewardship Community District (“District”) is a local unit of special-purpose government established pursuant to Chapter 2004-461, Law of Florida, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, as such, the District is a governmental unit within the meaning of Chapter 274, Florida Statutes (“Governmental Unit”); and

**WHEREAS**, the District owns certain pieces of equipment and storage facilities which were purchased in connection with the use and operation of emergency facilities located within the District (“Property”); and

**WHEREAS**, the District desires to classify the Property as surplus tangible personal property, and to determine that the Property is obsolete and that continued use of the Property is uneconomical, inefficient to maintain, and/or serves no useful function; and

**WHEREAS**, the District has considered the best interests of the District, the value and condition of the Property, and the probability of the Property being desired by prospective donees or purchasers; and

**WHEREAS**, the District desires to dispose of the Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*, or for value to another Governmental Unit within the District or to a private nonprofit agency as defined in Section 273.01(3); or, if such sale cannot reasonably be accomplished, by donating it either to another Governmental Unit within the District or to a private nonprofit agency as defined in Section 273.01(3), *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, the District hereby determines that the Property is without commercial value and desires to destroy or abandon it, all in accordance with the provisions of Chapter 274, *Florida Statutes*; and

**WHEREAS**, the District believes that disposing of the Property in this fashion is the most efficient and cost-effective means of disposing of the Property; and

**WHEREAS**, the District has estimated the value of the respective pieces of Property to be less than Five Thousand Dollars (\$5,000); and



**WHEREAS**, the District believes that it is in its best interests to dispose of the Property in this fashion.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT:**

**SECTION 1. INCORPORATION OF RECITALS.** All of the representations, findings and determinations contained within the recitals stated above are recognized as true and accurate and are expressly incorporated into this Resolution.

**SECTION 2. CLASSIFICATION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby classifies the Property as surplus tangible personal property, and hereby determines that the continued use of the Property is uneconomical, inefficient to maintain, and/or serves no useful function.

**SECTION 3. DISPOSITION OF SURPLUS TANGIBLE PERSONAL PROPERTY.** The District hereby directs and authorizes staff to dispose of the Property for value to any person, or for value without bids to the state, to any Governmental Unit, or to any political subdivision as defined in Section 1.01, *Florida Statutes*, or for value to another Governmental Unit within the District or to a private nonprofit agency as defined in Section 273.01(3); or, if such sale cannot reasonably be accomplished, by donating it either to another Governmental Unit within the District or to a private nonprofit agency as defined in Section 273.01(3), *Florida Statutes*; or, if neither sale nor donation can reasonably be accomplished, by destroying or abandoning it, all in accordance with the provisions of Chapter 274, *Florida Statutes*. Staff may dispose of the respective pieces of Property to different persons, at different times. Although referenced jointly, it is the intent of the District to dispose of the Property separately to the extent it is in the best interest of the District.

**SECTION 4. 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.

**SECTION 5. EFFECTIVE DATE.** This Resolution shall take effect immediately upon the passage and adoption of this Resolution by the Board of Supervisors of the District.

**PASSED AND ADOPTED** this 1<sup>st</sup> day of March, 2022.

ATTEST:

**BOARD OF SUPERVISORS OF THE  
AVE MARIA STEWARDSHIP  
COMMUNITY DISTRICT**

---

Witness

---

Chairperson, Board of Supervisors

4704 Little League Rd  
Immokalee, FL, 34142  
Paradisecoastbuilders@yahoo.com  
239-658-5360  
CGC #1506217  
CCC #1331875  
BBB accredited business  
A+



Estimate

Estimate No: 838  
Date: 02/04/2022

For: Donny Diaz  
Donny.diaz@fsresidential.com  
Owens Way fire station

Description	Quantity	Rate	Amount
Removal and clean up.	1	\$6,800.00	\$6,800.00
Demo and remove two large garage structures. Pick up all trash and debris in the area take to land fill and leave sight clean. Grade area and and leave smooth.			
Subtotal			\$6,800.00
Total			\$6,800.00
Total			\$6,800.00

Client's signature

## MEMORANDUM

**TO:** DISTRICT MANAGER

**FROM:** KUTAK ROCK LLP

**RE:** WASTEWATER AND STORMWATER NEEDS ANALYSIS

---

During the 2021 legislative session, sections 403.9301 and 403.9302, Florida Statutes, were enacted requiring local governments to perform a 20-year needs analysis of certain wastewater and stormwater services or systems. Subject special districts are required to complete this analysis by June 30, 2022, and every five years thereafter. This memorandum answers basic questions regarding these new statutory provisions and requests that District Managers seek authorization for staff to solicit proposals to complete the required study as appropriate. We expect the services necessary to complete the required analysis to be exempt from competitive solicitation requirements as a planning or study activity below the statutory threshold of \$35,000. §§ 287.055, 287.017, Fla. Stat. Thus, as deemed appropriate and in the best interests of the subject district, districts may elect to utilize the services of existing engineering or other professionals currently under contract or may seek additional proposals for completion of the required needs analysis.

**Which special districts are required to complete a needs analysis under sections 403.9301 and 403.9302, Florida Statutes?**

Special districts providing “wastewater services” or a “stormwater management program or stormwater management system” must complete a needs analysis.<sup>1</sup>

**What constitutes “wastewater services”?**

Wastewater services means providing service to pipelines or conduits, pumping stations, and force mains and associated facilities used for collecting or conducting wastes to an ultimate point for treatment or disposal or to a plant or other works used for the purpose of

---

<sup>1</sup> Counties, municipalities, and special districts located in a “rural area of opportunity” may be exempt from the requirements of sections 403.9301 and 403.9302, Florida Statutes, if compliance would create an undue economic hardship. This includes:

- *Northwest Rural Area of Opportunity:* Calhoun, Franklin, Gadsden, Gulf, Holmes, Jackson, Liberty, Wakulla, and Washington counties, and the area within the city limits of Freeport and Walton County north of the Choctawhatchee Bay and intercoastal waterway.
- *South Central Rural Area of Opportunity:* DeSoto, Glades, Hardee, Hendry, Highlands, and Okeechobee counties, and the cities of Pahokee, Belle Glade, and South Bay (Palm Beach County), and Immokalee (Collier County).
- *North Central Rural Area of Opportunity:* Baker, Bradford, Columbia, Dixie, Gilchrist, Hamilton, Jefferson, Lafayette, Levy, Madison, Putnam, Suwannee, Taylor, and Union counties.

treating, stabilizing, or holding wastewater principally from dwellings, business buildings, institutions, and sanitary wastewater or sewage treatment plants.

**What constitutes “stormwater management program or stormwater management system”?**

“Stormwater management program” means an institutional strategy for stormwater management, including urban, agricultural and other stormwater. “Stormwater Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system.

**What must the needs analysis for these services or systems include?**

- A detailed description of associated facilities;
- The number of current and projected residents served calculated in 5-year increments;
- The current and projected service area;
- The current and projected cost of providing services calculated in 5-year increments;
- The estimated remaining useful life of each facility or its major components;
- The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components; and
- The district’s plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the district expects to close any projected funding gap.
- The Office of Economic and Demographic Research has [templates and other resources and guidance](#) under development on its website to assist in completion of this required analysis.

**When must the needs analysis required be complete?**

The 20-year needs analysis must be completed by June 30, 2022.

**What happens to the needs analysis once it is complete?**

The complete needs analysis and associated methodology and supporting data must be submitted to the county within which the largest portion of the subject district facilities are located. Each county must then compile all analyses submitted to it (from special districts, municipalities, and the county itself) into a single document that must be filed with the Department of Environmental Protection and Office of Economic and Demographic Research by July 31, 2022 and every five years thereafter. The Office of Economic and Demographic research is required to evaluate the compiled documents for purposes of developing a statewide analysis that will include an analysis of the expenditures necessary to repair, replace, and expand water-related infrastructure.



## PROPOSAL FOR CONSULTANT SERVICES

**DATE:** February 17, 2022

**PROJECT NAME:** Ave Maria – 20-year Stormwater Needs Analysis

**PROJECT DESCRIPTION:** Ave Maria Stewardship Community District (AMSCD/"Client") desires to hire a consultant to prepare a 20-year Stormwater Needs Analysis for The Town of Ave Maria, consistent with the requirements of Florida Statutes 403.9301 and 403.9302 ("Project"). Client has requested PE to assist with the preparation of this report. It is anticipated that the engineering support services, at this time, would be limited to general consultation (research and report preparation).

Peninsula Engineering ("PE") thanks you for the opportunity to offer a proposal to provide services for this Project. We will provide these services for the fees below, based on the attached Scope of Services (Exhibit A):

TASK	SCOPE OF SERVICE	FEE TYPE	FEE AMOUNT
1.	General Consultation	TM <sup>(1)</sup>	\$34,500
2.	Direct Expenses	TM <sup>(1)</sup>	\$400
	Total		\$34,900 TM

1) Tasks with a "TM" (Time & Materials) fee type are of an undefined nature, to provide services on as-requested or as-needed basis. Therefore, we are unable to calculate a fixed fee. The fee amount provided is an initial budget, or allowance. Should PE be requested to provide services which exceed the initial fee estimate, additional fees will be required.

### ASSUMPTIONS:

- 1) The fees above are an estimate only, based on the hour-assumptions for potential effort required. Should Owner and/or Client request more hours of effort than has been estimated at this time, a budget increase will be required for PE to continue providing services for the Project.
- 2) The scope of this proposal does not include design or permitting services. It is anticipated that these services will not be required in preparation of this analysis.
- 3) This proposal does not include sub-consultant services. It is anticipated that these services will not be required in preparation of this analysis.

### PROFESSIONAL SERVICES NOT INCLUDED:

- 1) Planning and/or Zoning
- 2) Land Use Attorney or other Legal services
- 3) Geotechnical Engineering
- 4) Architecture/Structural/MEP design services
- 5) Landscape or irrigation design
- 6) Traffic Studies
- 7) Structural Engineering
- 8) Electrical Engineering and/or Site Lighting Design
- 9) Environmental services
- 10) Survey services

This is to certify that all parties to the agreement have accepted the Scope of Services (Exhibit A), Standard Business Terms and Conditions (Exhibit B), and Peninsula Engineering Rate Schedule (Exhibit C) attached hereto.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first written above.

**AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

**PENINSULA IMPROVEMENT CORPORATION  
d/b/a PENINSULA ENGINEERING**

Todd Wodraska, District Manager

Date

  
David Hurst, PE, Sr. Vice President  
2600 Golden Gate Parkway  
Naples, FL 34105

2-17-2022

Date

## EXHIBIT A – SCOPE OF SERVICES

### 1 GENERAL CONSULTATION

- Meetings, Coordination, and Miscellaneous Services.
  - i. Attend/participate in meetings and conference calls, with Client and Client's other consultants, on an as-requested basis.
  - ii. Respond to phone calls and emails from Client and Client's other consultants, as needed or requested.
  - iii. Address any miscellaneous requests for services, by Client, on an as-requested basis.
- 20-year Stormwater Needs Analysis
  - i. Research existing plans, existing permits, and other documents as necessary and available.
  - ii. Prepare, submit and support a 20-year Stormwater Needs Analysis for The Town of Ave Maria, pursuant to the requirements of Florida Statutes 403.9301 and 403.9302. Client will be provided a draft for review in advance of submission.

### 2. DIRECT EXPENSES

- Direct expenses as defined in Item 6 of the STANDARD BUSINESS TERMS AND CONDITIONS (EXHIBIT B) shall be considered a direct expense that is reimbursable to PE.



## EXHIBIT B

## STANDARD BUSINESS TERMS AND CONDITIONS

1. **Authorization to Proceed:** Execution of this AGREEMENT by Client will be authorization for PENINSULA IMPROVEMENT CORPORATION d/b/a PENINSULA ENGINEERING ("PE") to proceed with the services, unless otherwise provided in this AGREEMENT.
2. **Standard of Care:** The standard of care for all professional engineering and related services performed or furnished by PE under this AGREEMENT will be with the care and skill ordinarily employed by professional engineers or consultants practicing under similar conditions at the same time and the same locality.
3. **Salary Costs:** PE's Salary Costs, when the basis of compensation, are the amount of wages or salaries paid PE employees for work directly performed on the PROJECT plus a percentage applied to all such wages or salaries to cover payroll-related taxes, payments, premiums, and benefits.
4. **Per Diem Rates:** PE's Per Diem Rates, when the basis of compensation, are those hourly or daily rates charged for work performed on the PROJECT by PE employees of the indicated classifications. Peninsula Engineering reserves the right to periodically adjust individual employee classifications, rate codes and associated billing rates, as represented in Exhibit C – Rate Schedule.
5. **Affiliated Companies:** Work performed under this AGREEMENT may be performed using labor from affiliated companies of PE. Such labor will be billed to CLIENT under the same billing terms applicable to PE employees.
6. **Subcontracts and Direct Expenses:** When services are performed on a cost reimbursement basis, a markup of 10 percent will be applied to subcontracts and outside services, and a markup of 10 percent will be applied to Direct Expenses. For purposes of this AGREEMENT, Direct Expenses are defined to include those necessary costs and charges incurred for the PROJECT including, but not limited to: (1) the direct costs of transportation, meals, lodging, mail, shipping, equipment, and supplies; (2) PE's current standard rate charges for direct use of PE's vehicles, printing and reproduction services, and certain field equipment; and (3) PE's standard project charges for computing systems, special health and safety requirements of OSHA, and telecommunications services. All sales, use, gross receipts, or similar taxes will be added to PE's compensation when invoicing the CLIENT.
7. **Information from CLIENT:** CLIENT shall provide supporting information and extraordinary project considerations or special services, deeds, easements, rights-of-way, etc. needed for PE to complete the Scope as described herein.
8. **Permit and Application Fees:** CLIENT shall pay all project related fees including, but not limited to: plan review, inspection, platting, permits, DRI, and impact fees.
9. **Termination:** This AGREEMENT and obligation to provide further service may be terminated by either party upon 30 days written notice, or if in the event of substantial failure by either party to perform to the terms hereof through no fault of the other and does not commence correction of such nonperformance within 5 days of written notice and diligently complete the correction thereafter.
10. **Billings and Payment:** Fixed fees shall be billed monthly for the project portion completed to the billing date, plus reimbursables. Time/Material/Expenses (TME) fees shall be billed monthly based on time, materials, and expenses incurred to the billing date, plus reimbursables. A T/M/E estimate, if provided, is for information purposes only. Actual fee may be more or less and based on the Rate Schedule in effect at the time services are rendered. Additional Services mutually agreed upon by CLIENT and PE shall be billed monthly based on time, materials, and expenses incurred to the billing date plus Direct Expenses based on the Rate Schedule in effect at the time services are rendered. The continuous progress of PE's service requires prompt payment. Payment is due within thirty days of the invoice date.
11. **Limitation of Liability:** CLIENT releases PE from any liability and agrees to defend, indemnify and hold PE harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential, including but not limited to attorney's fees and charges and court and arbitration costs arising out of, or claimed to arise out of, the performance of the services, except liability arising from the sole negligence of PE. PE's liability for CLIENT's claims shall be limited to the lesser of fees paid to PE or \$100,000. PE's liability with respect to any claims arising out of this AGREEMENT shall be limited to direct damages arising out of the services, and PE shall not be liable for any consequential loss, injury, or damage incurred by the CLIENT.  
  
This limitation of liability will apply whether PE's liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include PE's officers, affiliated corporations, employees, and subcontractors.

Past due amounts may include an interest charge of 1.5% per month; and, in addition, PE may, after 7 days written notice to CLIENT, suspend services under this AGREEMENT until PE has been paid in full for all amounts due for services and expenses. PE is entitled to collect reasonable fees and costs, including attorney fees and interest, if required to obtain collection of any amount due under this AGREEMENT by a court action or settlement without court action.

## PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF PE MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

This Term and Condition takes precedence over any conflicting Term and Condition of this AGREEMENT or any document incorporated, or referenced by it.

12. **Severability and Survival:** If any term and condition contained in this AGREEMENT are held illegal, invalid, or unenforceable, the other terms and conditions shall remain in full effect. Limitations of liability shall survive termination of this AGREEMENT for any cause.
13. **No Third Party Beneficiaries:** This AGREEMENT gives no rights or benefits to anyone other than the CLIENT and PE and has no third party beneficiaries except as provided in paragraph 12.
14. **Assignments:** Neither party shall have the power to or will assign any of the duties or rights or any claim arising out of or related to this AGREEMENT, whether arising in tort, contract, or otherwise, without the written consent of the other party. Any unauthorized assignment is void and unenforceable.
15. **Hazardous Materials:** Services related to asbestos, hazardous or toxic materials are excluded. CLIENT shall provide a site that complies with applicable laws and regulations. PE may, at its option and without liability for consequential or other damages, suspend services until CLIENT retains specialist consultants to abate or remove asbestos, hazardous, or toxic materials.
16. **Force Majeure:** If performance of services under this AGREEMENT is affected by causes beyond PE's reasonable control, project schedule and compensation shall be equitably adjusted.
17. **Mediation:** In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and the PE agree that all disputes between them arising out of or relating to this AGREEMENT shall be submitted to non-binding mediation unless parties mutually agree otherwise.
18. **Changes:** CLIENT may make or approve changes within the general Scope of this AGREEMENT. If such changes affect PE's cost or time required for performance of the services, an equitable adjustment will be made through a written amendment to this AGREEMENT.

## EXHIBIT "C"

**PENINSULA ENGINEERING****BILLING RATE SCHEDULE**

(Updated 11/16/20)

<b><u>CLASSIFICATION</u></b>	<b><u>RATE</u></b>
PRINCIPAL	\$250
SR. PROJECT MANAGER II	\$210
SR. PROJECT MANAGER I	\$185
PROJECT MANAGER II	\$155
PROJECT MANAGER I	\$140
PROJECT ENGINEER II	\$135
PROJECT ENGINEER I	\$110
PLANNING MANAGER	\$165
SR. LANDSCAPE ARCHITECT	\$175
LANDSCAPE ARCHITECT II	\$135
LANDSCAPE ARCHITECT I	\$105
ECOLOGIST	\$135
SR. DESIGNER	\$135
SR. CAD TECHNICIAN II	\$125
SR. CAD TECHNICIAN I	\$115
CAD TECHNICIAN II	\$105
CAD TECHNICIAN I	\$90
PERMIT COORDINATOR	\$95
SR. ENGINEERING INSPECTOR	\$110
ENGINEERING INSPECTOR	\$90
ADMIN II	\$75
ADMIN I	\$65
 <b><u>OTHER EXPENSES</u></b>	 <b><u>RATE</u></b>
SUB-CONSULTANTS	COST + 10%
DIRECT EXPENSES	COST + 10%

# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

MARCH 2022-DRAFT

Project Name	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Landscaping S. AMB- Phase II	07/2020	TBD	TBD	0%	AMD	Received 2 bids, waiting on 3 <sup>rd</sup> bid.
Pilot Program- Landscaping	11/2020	TBD	TBD		AMD	Anthem Phase 4 Inverted Median – in design
Avila/Roma 4-way stop “swap” & “STOP” on Roads; Parking Spot Removal	10/2021	02/2022	\$20,000	Design 100% Begin Bid	District Engineer/ AMD	January construction start expected.
Anthem Parkway Phase 4	12/2020	03/2022	\$2.6M	0%	AMD	Project underway
Trees Replacement around Milano, Avilla and AMB	10/2022	TBD				See monthly landscape report.
Signage throughout community					AMD	Draft of rules presented at February 2022 meeting.
External Projects						
Fire Station Construction	03/2020	TBD	N/A		Immokalee Fire District	Fire dept in new station, but grand opening at later date.
Public School K-5	03/2020	08/2024			AMD/School Bd	Architect/Design Phase
Security Cameras (License Plate Readers)	02/2021	2/2022	\$70,000	100%	Master Assoc.	Waiting on Verizon account setup..

# AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Security Cameras (At North and South Park)	01/2020	2/2022	\$140,000	100%	Master Assoc.	Waiting on Verizon account setup.
Hospital	TBD	TBD	TBD			AMD has done everything on their end. It is in the hands of the potential Hospital Providers

# **LANDSCAPE REPORT**

**TO BE DISTRIBUTED  
UNDER SEPARATE COVER**

**Ave Maria Stewardship Community District**  
**Budget vs. Actual**  
October 2021 through January 2022

	<u>Oct '21 - Jan 22</u>	<u>21/22 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
<b>Expenditures</b>				
01-1130 · Payroll Tax Expense	306.00	612.00	-306.00	50.0%
01-1131 · Supervisor Fees	4,000.00	8,000.00	-4,000.00	50.0%
01-1310 · Engineering	24,191.50	55,000.00	-30,808.50	43.99%
01-1311 · Management Fees	23,405.32	70,216.00	-46,810.68	33.33%
01-1312 · Secretarial Fees	1,500.00	4,500.00	-3,000.00	33.33%
01-1313 · Website Management	833.32	2,500.00	-1,666.68	33.33%
01-1315 · Legal Fees	14,730.53	70,000.00	-55,269.47	21.04%
01-1320 · Audit Fees	0.00	13,000.00	-13,000.00	0.0%
01-1330 · Arbitrage Rebate Fee	1,300.00	3,250.00	-1,950.00	40.0%
01-1441 · Travel & Lodging	817.98	4,000.00	-3,182.02	20.45%
01-1450 · Insurance	35,707.00	11,870.00	23,837.00	300.82%
01-1480 · Legal Advertisements	3,391.50	5,000.00	-1,608.50	67.83%
01-1512 · Miscellaneous	544.30	4,000.00	-3,455.70	13.61%
01-1513 · Postage and Delivery	848.14	1,750.00	-901.86	48.47%
01-1514 · Office Supplies	1,060.75	3,500.00	-2,439.25	30.31%
01-1540 · Dues, License & Subscriptions	175.00	500.00	-325.00	35.0%
01-1541 · Misc Filing, Notices, etc.	0.00	500.00	-500.00	0.0%
01-1733 · Trustee Fees	3,450.00	27,000.00	-23,550.00	12.78%
01-1734 · Continuing Disclosure Fee	0.00	9,000.00	-9,000.00	0.0%
01-1735 · Assessment Roll	0.00	15,000.00	-15,000.00	0.0%
01-1801 · Landscaping - Miscellaneous	0.00	30,000.00	-30,000.00	0.0%
01-1808 · Irrigation Repair	36,413.36	95,000.00	-58,586.64	38.33%
01-1813 · Storm Cleanup - Electric	0.00	25,000.00	-25,000.00	0.0%
01-1814 · Storm Cleanup	0.00	25,000.00	-25,000.00	0.0%
01-1815 · Miscellaneous Maintenance	10,042.97	10,000.00	42.97	100.43%
01-1816 · Electric-Streetlights,Landscape	38,453.39	85,000.00	-46,546.61	45.24%
01-1817 · Maintenance Street Sweeping	0.00	1,000.00	-1,000.00	0.0%
01-1818 · Striping & Traffic Markings	0.00	15,000.00	-15,000.00	0.0%
01-1819 · Street Light Maintenance	54,286.02	80,000.00	-25,713.98	67.86%
01-1820 · Maint Sidewalk/Curb Repairs	1,615.80	70,000.00	-68,384.20	2.31%
01-1830 · Maintenance Contracts	222,633.32	630,000.00	-407,366.68	35.34%
01-1831 · Tree Trimming	0.00	50,000.00	-50,000.00	0.0%
01-1832 · Storm Cleanup - Landscaping	0.00	25,000.00	-25,000.00	0.0%
01-1833 · Plant Replacement	52,504.50	90,000.00	-37,495.50	58.34%



**Ave Maria Stewardship Community District**  
**Budget vs. Actual**  
October 2021 through January 2022

	<b>Oct '21 - Jan 22</b>	<b>21/22 Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
01-1834 · Mulch	72,419.20	140,000.00	-67,580.80	51.73%
01-1838 · Water Management & Drain	1,200.00	4,000.00	-2,800.00	30.0%
01-1839 · Entry Feature/Near Well Water	2,098.78	4,500.00	-2,401.22	46.64%
01-1840 · Maintenance Misc. Utilities	1,073.86	0.00	1,073.86	100.0%
01-1841 · Maintenance Irrigation Water	14,088.21	85,000.00	-70,911.79	16.57%
01-1842 · Maint Fountain/Repair	16,989.21	25,000.00	-8,010.79	67.96%
01-1843 · Maintenance Rodent Control	3,000.00	8,000.00	-5,000.00	37.5%
01-1844 · Maint Equipment Repair	700.16	6,000.00	-5,299.84	11.67%
01-1845 · Maint Signage Repair	685.00	10,000.00	-9,315.00	6.85%
01-1846 · Maint Storm Drain Cleaning	0.00	10,000.00	-10,000.00	0.0%
01-1847 · Mnt Drainage/Lke Mnt/Littorals	10,771.04	75,000.00	-64,228.96	14.36%
01-1848 · Maintenance Aerators	0.00	2,000.00	-2,000.00	0.0%
01-1850 · Maint-Preserve Maintenance	25,285.00	60,000.00	-34,715.00	42.14%
01-1853 · Maintenance Small Tools	2,514.61	2,500.00	14.61	100.58%
01-1855 · Maint Vehicle Lease/Fuel/Repair	0.00	20,000.00	-20,000.00	0.0%
01-1856 · Maint Mosquito Control	120,348.23	400,000.00	-279,651.77	30.09%
01-1858 · Maint Temp EMS/Fire Facility	41,647.33	40,000.00	1,647.33	104.12%
01-1861 · Maint Office Utilities	1,883.69	0.00	1,883.69	100.0%
01-1862 · Maintenance Technicians	32,167.99	110,000.00	-77,832.01	29.24%
01-1863 · Maint Base Management Fee	6,832.88	20,000.00	-13,167.12	34.16%
01-1864 · Maintenance Admin Payroll	15,769.48	55,000.00	-39,230.52	28.67%
01-1890 · Maint-Reserve Fund	0.00	27,500.00	-27,500.00	0.0%
01-1891 · Maint Contingency	4,675.00	15,000.00	-10,325.00	31.17%
<b>Total Expenditures</b>	<b>906,360.37</b>	<b>2,659,698.00</b>	<b>-1,753,337.63</b>	<b>34.08%</b>