



**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

**COLLIER COUNTY
REGULAR BOARD MEETING
APRIL 5, 2022
9:00 A.M.**

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

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

April 5, 2022

9:00 a.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. March 1, 2022 Regular Board Meeting Minutes.....Page 2
- I. Old Business
- J. New Business
 - 1. Consider Approval of Demand Note Agreement with Ave Maria Development.....Page 11
 - Audience Comments
 - 2. Consider Approval of Construction Cost Share Agreement with Ave Maria Development.....Page 19
 - Audience Comments
 - 3. Consider Approval of Temporary Construction Access Agreement.....Page 29
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 - 4. Discussion Regarding Golf Cart Use on Public Streets.....Page 35
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 - 5. Consider Resolution No. 2022-13 – Authorizing Boundary Amendment.....Page 37
 - Audience Comments
- K. Administrative Matters
 - 1. Legal Report
 - 2. Engineer Report
 - 3. Manager’s Report
 - a. AMSCD Projects Update.....Page 39
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- L. Board Members Comments
- M. Adjourn

Miscellaneous Notices



Published in Naples Daily News on March 28, 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 9:00 a.m. on April 5, 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 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 Pub Date: Mar. 28, 2022 #5184062

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

MARCH 1, 2022

A. CALL TO ORDER

The March 1, 2022, Regular Board Meeting of the Ave Maria Stewardship Community District (the “District”) was called to order at 6:00 p.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.

On behalf of the Board, Mr. Peek offered condolences to Mr. Klucik on the death of his father.

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 February 21, 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	Andrew Karmeris (via Zoom)	Special District Services, Inc.
District Manager	Kathleen Meneely	Special District Services, Inc.

General Counsel	Alyssa Willson (via Zoom)	Kutak Rock, LLP
District Engineer	Ted Tryka	Agnoli Barber & Brundage, Inc.
Owner Representative	Austin Howell	Barron Collier Companies

Also present were the following:

Patrick Linn – Collier Mosquito Control District
 Russ Weyer – Real Estate Econometrics, Inc. (via Zoom)
 Kim Twiss, Donnie Diaz, Beatrice & David Sanford, Diana Romero, Laurie Wamser, Nicole Green, Stu Grzenkowicz and Laura Lang.

There were also many others present via Zoom.

F. ADDITIONS OR DELETIONS TO THE AGENDA

Mr. Klucik requested the addition of a discussion on the replaced sidewalks on Ave Maria Boulevard, where the sod was never repaired. There was a consensus of the Board to add this item under New Business.

Mr. Klucik noted the well-attended in-person audience and via Zoom for tonight’s meeting.

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

Ms. Romero asked if there was an update on a cemetery installation. Mr. Howell advised that they were still gathering information on the concept.

Mr. Grzenkowicz asked about the lowering the speed limit on Ave Maria Boulevard by the Nationals. Mr. Tryka advised that he could look into it, but when the community was master planned, there was an approved plan for speed zones. Mr. Peek added that the County had oversight and the speed limits cannot be changed without proper engineering studies. Mr. Tryka also advised that intersections do not play majorly into speed designations. Mr. Howell indicated he would have their traffic consultant look at the area and coordinate with Mr. Tryka.

Beatrice Sanford asked the status of an assisted living facility or boutique hotel. Mr. Howell indicated that there was nothing concrete on the issue and would bring an update to a future meeting.

H. APPROVAL OF MINUTES

1. February 1, 2022, Regular Board Meeting

The minutes of the February 1, 2022, Regular Board Meeting were presented for consideration.

A **motion** was made by Mr. Klucik, seconded by Mr. DiFlorio and passed unanimously approving the minutes of the February 1, 2022, Regular Board Meeting, as presented.

I. OLD BUSINESS

1. Consider Ratification of Settlement and Release Agreement

A **motion** was made by Mr. Klucik, seconded by Mr. DiFlorio and passed unanimously ratifying the settlement and release agreement, as presented.

Mr. Klucik then requested taking New Business items 7 through 11, as he needed to leave early due to family matters. The Board agreed to the change of order of the agenda items.

J. NEW BUSINESS

1. Presentation by Collier Mosquito Control District

Patrick Linn, Executive Director of Collier Mosquito Control District, gave a PowerPoint presentation regarding a proposed expansion of the mosquito district. He stated that Ave Maria was currently under contract with Collier Mosquito Control District and went over the species in the area, applications used, statistics and the process of expansion. The proposed new district, he added, would include Ave Maria as well as large boundaries around it, which would result in improved levels of service for the area. He continued that a referendum was required and residents in the audience expressed support for the expansion.

2. Financing

a. Series 2012 Refinancing Bonds

i. Consider Resolution No. 2022-08 - Ratifying Sale of Bonds and Associates Actions - Series 2022A

Resolution No. 2022-08 was presented, entitled:

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.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously adopting Resolution 2022-08, as presented.

ii. Consider Supplemental Disclosure of Public Financing

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously approving the Supplemental Disclosure of Public Financing, as presented.

b. Series 2022 Maple Ridge Phase 5 Bonds

i. Consider Resolution No. 2022-09 - Ratifying Sale of Bonds and Associated Actions – Series 2022

Resolution No. 2022-09 was presented, entitled:

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.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously adopting Resolution No. 2022-09, as presented.

ii. Consider Supplemental Disclosure of Public Financing – 2022 Bonds

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the Supplemental Disclosure of Public Financing – 2022 Bonds, as presented.

3. Consider Revision to August 2021 Master Bonds Supplemental Assessments Report

Mr. Weyer advised that this was to correct scrivener’s errors in the bond issue.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the revision to the August 2021 Master Bonds Supplemental Assessments Report, as presented.

4. Consider Resolution No. 2022-10 – Adopting a Revised Series 2010 Master Bonds Supplemental to the Fourth Sub-Master Supplemental Assessment Methodology Report

Resolution No. 2022-10 was presented, entitled:

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.

A **motion** was made by Mr. Sonalia, seconded by Mr. DiFlorio and passed unanimously adopting Resolution No. 2022-10, as presented.

5. Letter from District Construction Manager Regarding Bids for Anthem Parkway Retrofit Project

Mr. Howell went over the letter from Earth Tech Enterprises, which outlines the details of the Anthem Parkway Retrofit Project in the amount of \$670,885.67.

6. Consider Resolution No. 2022-11 – Awarding Contract for Anthem Parkway Retrofit Project

Resolution No. 2022-11 was presented, entitled:

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.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously adopting Resolution no. 2022-11, as presented.

7. Consider Resolution No. 2022-12 – Designating Emergency Facility Debris for Removal

Resolution No. 2022-12 was presented, entitled:

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.

Mr. Diaz advised that this was for the dismantle equipment in the carports and wash area.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously adopting Resolution No. 2022-12, as presented.

8. Consider Old EMS Building Removal

Mr. Diaz advised that the Paradise Coast Builders' proposal was in the amount of \$6,800.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the removal of the old EMS building and awarding Paradise Coast Builders the contract to remove in the amount of \$6,800.

9. Consider Proposal for Wastewater and Stormwater Needs Analysis

Ms. Willson stated this was a statutory requirement for all local governments that must be completed and submitted by June 15. Mr. Howell stated that the developer would pay the \$34,900 to Peninsula Engineering for the analysis.

A **motion** was made by Mr. Klucik, seconded by Mr. Roth and passed unanimously approving the Peninsula Engineering proposal in the amount of \$34,900 for the wastewater and stormwater needs analysis, amended to reflect that the developer would provide a binding document indicating that they would pay for the study.

10. Discussion Regarding Golf Cart Accountability and Police Violations

Mr. DiFlorio advised that there was a serious problem with golf carts and that the sheriff's office had been stopping the carts, but not nearly enough, and they are just handing out warnings. He suggested that handbooks be given out at closings and added that 50% of the carts were not registered. Mr. Peek asked to add this to the agenda and bring it back to the next meeting with information of what the police can and cannot do.

11. Discussion Regarding Signage throughout Community

Mr. Howell indicated that letters were being sent to builders this week who will have 60 days to come into compliance. He added that copies of the letter would be sent to the Board Members.

Mr. Klucik left the meeting at 6:55 p.m. at which time the Board went back to New Business items.

K. ADMINISTRATIVE MATTERS

1. Legal Report

Ms. Willson had nothing further to report.

2. Engineer's Report

Mr. Tryka advised of a complaint received concerning a missing sign at the Del Webb entrance and was being replaced. He also stated that a resident had complained about the stop sign on Avila that people run all the time. Mr. Tryka noted that he recommends having the sheriff patrol the area more often.

3. Manager's Report

a AMSCD Projects Update

Mr. Howell went over the projects update and stated that he was working with the school on the bus stops. Ms. Lang asked about the progress on charging stations for electric cars and Mr. Howell stated that meetings were beginning in order to look into the project.

b. Financials

Mr. Karmeris stated that the financials were on track with 33.3% of the fiscal year completed.

L. BOARD MEMBER COMMENTS

There were no comments from the Board Members.

M. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 7:50 p.m. by Chairman Peek. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chairman

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 rd 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

DEMAND NOTE AGREEMENT

WHEREAS, on _____, 2022, the Ave Maria Stewardship Community District (“the District” or “Owner”) entered into a contract with Earth Tech Enterprises, Inc., a Florida corporation (“Principal”) for construction services for the Anthem Park Retrofit project, a copy of which is attached hereto as **Exhibit “A”** (“the Contract”); and

WHEREAS, Section 255.05(7), Florida Statutes, provides in pertinent part, “[i]n lieu of the bond required by this section, a contractor may file with the state, county, city or other political authority an alternative form of security in the form of . . . a security of a type listed in part II of chapter 625”; and

WHEREAS, Section 255.05(7), Florida Statutes, in *pari materia* with 625.317, Florida Statutes (a component of part II of chapter 625), permits “notes” and “other interest-bearing or interest accruing obligations of any solvent corporation [or its subsidiary] organized under the laws of . . . any state” as alternative forms of security under Section 255.05(7), Florida Statutes; and

WHEREAS, Section 255.05(7), Florida Statutes, also provides in pertinent part, that “[a]ny such alternative form of security shall be for the same purpose and be subject to the same conditions as those applicable to the bond required by this section”; and

WHEREAS, Ave Maria Development, LLLP (“Guarantor”), is a subsidiary of a solvent company organized as required by Section 255.05(7), Florida Statutes; and

WHEREAS, Guarantor desires to provide this instrument (“Demand Note”) to obviate the need for the District to incur the expense of requiring the issuance of a standard public construction bond; and

WHEREAS, the District, Guarantor and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects.

NOW, THEREFORE, in consideration of the premises set forth above and the promises contained in this Demand Note, the parties agree as follows:

Section I

BY THIS INSTRUMENT, we, Principal, and Guarantor, are bound to Owner, in the sum of up to \$670,885.67 (“Contract Price”), which sum shall be subject to adjustment as provided herein, for payment of which we bind ourselves and our successors and assigns, jointly and severally. The recitals are true and correct and by this reference are incorporated herein.

THE CONDITION OF THIS NOTE is that if Principal:

1. Performs the Contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida

Statutes, supplying Principal with labor, materials or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract; and

3. Pays Owner upon demand all losses, damages, expenses, costs and attorney's fees, including appellate proceedings, that Owner sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this Note is void; otherwise it remains in full force.

Any changes in or under the documents comprising the Contract and compliance or noncompliance with any formalities required under the Contract does not affect Guarantor's obligation under this Demand Note.

DATED APRIL _____, 2022.

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05, FLORIDA STATUTES, AND ALL NOTICES AND TIME LIMITATIONS PROVIDED THEREIN ARE INCORPORATED HEREIN BY REFERENCE.

Section II

A. For any actual amounts due under this Demand Note, Guarantor agrees to pay such amounts upon demand of Owner, plus an amount of interest on all such losses, damages, expenses, costs and attorney's fees from the date such are incurred by Owner, at a rate of 1% per month, provided however that Guarantor's maximum liability under this Demand Note shall be equal to the Contract price (subject to such adjustments as provided for herein).

B. In accordance with Section 255.05(7), Florida Statutes, the valuation of this Demand Note shall be set at the Contract price, which the parties agree may be increased in amount by authorized Change Order only with the prior written consent of all parties hereto. As the Contract is paid and satisfactory lien releases are obtained in accordance with the Contract, evidencing proper payments under the Contract, Guarantor shall submit such lien releases on a monthly basis to the District for reductions in the value of this Demand Note. Such reductions shall be in an amount equal to each proper payment made by the District under the Contract, as acknowledged by Principal and referenced in the lien releases. Within 30 days of receipt of such lien releases, the District shall evidence in writing to Principal and Guarantor the reduction of the amount due under this Demand Note.

Section III

The District, Guarantor, and Principal intend for this Demand Note to satisfy the requirements of Section 255.05(7), Florida Statutes, in all respects. In the event that it is determined by a court of competent jurisdiction that this Demand Note does not satisfy such requirements, the parties agree to take all actions necessary to amend this Demand Note to the extent required to satisfy such requirements. In the event that it is determined by any court of

competent jurisdiction that this Demand Note does not satisfy such requirements, and amendment of this Demand Note cannot satisfy such requirements, at the District's election, either 1) Guarantor, shall provide an alternate form of security that meets the requirements of Section 255.05(7), Florida Statutes, or 2) the District shall cause Principal to obtain, and Principal agrees to obtain, a standard public construction bond pursuant to Section 255.05, Florida Statutes, the costs of which bond shall be paid by Principal, the cost of which may be recovered from the District through a change order to the Contract. The Guarantor agrees that in the event such funds are not available in the Series 2021 BANs Construction Account, Guarantor shall provide such funds to the District pursuant to the Agreement Regarding the Completion of Certain Improvements (Series 2021 Bond Anticipation Notes) dated August 19, 2021.

Section IV

In the event any party is required to enforce this Demand Note by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party(ies) all fees and costs incurred, including reasonable attorney's fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

Section V

This Demand Note and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. The parties hereby knowingly, irrevocably, voluntarily and intentionally waive any rights to a trial by jury in respect of any action, proceeding or counter claim based on this Demand Note or arising out of, under or in connection with this Demand Note or any document or instrument executed in connection with this Demand Note, or any course of conduct, course of dealing, statements (whether verbal or written) or action of any party hereto. This provision is a material inducement for the parties entering into the subject Demand Note. Nothing herein shall waive, supplant or otherwise abrogate any other commitment or obligation contained in any other Demand Note unless specifically noted herein.

Section VI

All notices, requests, consents and other communications hereunder ("Notifications") shall be in writing and shall be delivered, mailed by Certified Mail, return receipt requested, postage prepaid, or overnight delivery service providing proof of delivery, to the parties, as follows:

A. If to District: Ave Maria Stewardship Community District
2501 A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Alyssa C. Willson

B. If to Guarantor: Ave Maria Development, LLLP
2600 Golden Gate Parkway
Naples, Florida 34105
Attn: _____

C. If to Principal: Earth Tech Enterprises, Inc.
6180 Federal Court
Fort Myers, Florida 33905
Attn: _____

Except as otherwise provided herein, any Notification shall be deemed received only upon actual delivery at the address set forth herein unless such delivery is refused, in which case Notification shall be deemed received on the date of first attempted delivery. Notifications delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notification contained in this Demand Note would otherwise expire on a non-business day, the Notification period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notifications on behalf of the parties. Any party or other person to whom Notifications are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notifications shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

Section VII

The parties agree nothing contained in this Demand Note shall constitute or be construed as a waiver of the District's limitations on liability set forth in Section 768.28, Florida Statutes, and other applicable law. This Demand Note is solely for the benefit of the parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Demand Note expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Demand Note or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

Section VIII

Each party shall take such actions to execute, file, record, publish and deliver such additional certificates, instruments, Demand Notes and other documents as the other party may, from time to time, reasonably require in order to accomplish the purposes of this Demand Note. If any provisions of this Demand Note shall be held invalid or unenforceable, such invalidity or unenforceability shall not, if possible, affect the validity or enforceability of any other provision of this Demand Note, and this Demand Note shall, if possible, be construed in all respects as if such invalid or unenforceable provision were omitted.

Section IX

No party may assign their rights, duties or obligations under this Demand Note or any monies to become due hereunder without the prior written consent of the other parties, which consent shall not be unreasonably withheld.

Section X

This Demand Note has been negotiated fully between the parties as an arm's length transaction. The parties participated fully in the preparation of this Demand Note and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Demand Note, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

Section XI

This Demand Note shall become effective immediately.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

WITNESSES:

Signed, sealed and delivered
in the presence of:

**Ave Maria Stewardship Community
District**

Print Name: _____

By: _____
Chairperson/Vice Chairperson

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 April, 2022, by _____ as the
Chairperson/Vice Chairperson of the Ave Maria Stewardship Community District, on behalf of
District. He is personally known to me or has produced _____ as
identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

{Notary Seal}

Signed, sealed and delivered
in the presence of:

Earth Tech Enterprises, Inc.,
a Florida corporation

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was sworn to and subscribed before me by means of physical presence or online notarization, this _____ day of April, 2022, by _____, as _____ of Earth Tech Enterprises, Inc.. He/She is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

Signed, sealed and delivered
in the presence of:

Ave Maria Development, LLLP,
a Florida limited partnership

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was sworn to and subscribed before me by means of physical presence or online notarization, this _____ day of April, 2022, by _____, as _____ of Ave Maria Development, LLLP. He/She is personally known to me or has produced _____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

Exhibit A: Anthem Parkway Retrofit Project Contract

**COST SHARE AGREEMENT BETWEEN AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT AND AVE MARIA DEVELOPMENT, LLLP, FOR THE
CONSTRUCTION OF INFRASTRUCTURE IMPROVEMENTS**

THIS AGREEMENT (“Agreement”) is made and entered into as of this ____ day of _____, 2022, by and between:

Ave Maria Stewardship Community District, a local unit of special-purpose government established pursuant to Chapter 2004-____, Laws of Florida, being situated in Collier County, Florida, and whose mailing address is 2501 A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

Ave Maria Development, LLLP, a Florida limited partnership and developer of lands within the boundaries of the District, whose address is 2600 Golden Gate Parkway, (“AMD” together with the District, the “Parties”).

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, installing, operating, and/or maintaining certain infrastructure, including certain roadway, water and sewer, drainage, stormwater management, and other improvements; and

WHEREAS, AMD is the developer of certain lands in Collier County, Florida, located within the boundaries of the District (“Utilities”); and

WHEREAS, the District has accepted the assignment of agreements (the “Construction Contracts”) with Peninsula Engineering and Jensen Underground Utilities, Inc. (the “Contractors”), in connection with the design and construction of various infrastructure improvements (the “Project”), which contracts will be administered by such person or entity appointed by the District (the “Construction Project Manager”) subject to review by the District’s engineer authorized to conduct such review (the “Engineer”). As used herein, the term “Work” shall refer to the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Construction Contract, including performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction; and

WHEREAS, AMD is currently not a party to the Construction Contract; however, AMD’s affiliate, Ave Maria Utility Company, LLLP, owns and operate utilities on certain lands located within and adjacent to the confines of the Project site; and

WHEREAS, District shall pay for those improvements to be constructed pursuant to the Construction Contract that are included in the District’s Master Capital Improvement Program for Ave Maria Stewardship Community District, dated May 2, 2006 and Fifth Sub-Master Supplemental Engineer’s Report dated July 6, 2021 (together, the “Capital Improvement Plan”), and benefit lands within the District (the “District Items of Work”); and

WHEREAS, AMD has agreed to pay for the cost of the work identified on **Exhibit A** as such items of Work are not included in the District's Capital Improvement Plan; and

WHEREAS, the Parties desire to memorialize and set forth clearly their understanding and agreement with respect to allocation of costs between the Parties for these improvements as well as certain other matters addressed herein.

NOW, THEREFORE, in consideration of the recitals, agreements, and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree as follows:

AGREEMENT

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

2. ITEMS OF WORK. The Contractors' proposal describes the scope of the work ("Total Work"), as included in the Construction Contract. **Exhibit A** identifies those items that are to be the responsibility of AMD to fund ("AMD Items of Work"). The District and AMD shall each own, operate and maintain their respective Items of Work.

3. COST ALLOCATIONS.

3.1 Cost Allocation. AMD shall pay all of the costs of the AMD Items of Work as identified on **Exhibit A**. Payment shall be made in accordance with Sections 3 and 4 herein.

3.2 Cost Allocation for Services. Payment shall be made in accordance with Section 4 below. Upon Final Completion of the Total Work, the Engineer shall review the portion of construction phase services attributable to the AMD Items of Work and notify AMD of any additional amounts to be paid. Any dispute of the Engineer's determination shall be resolved in accordance with Section 3.3, below. Payment shall be made in accordance with Sections 4 and 5 herein.

3.3 Dispute of Engineer's Determination. Should the District or AMD dispute the Engineer's determination of costs attributable to any Party either in accordance with Section 3.1, Section 3.2 or Section 5.4, notice of such dispute and the grounds therefor shall be given from one party to the other within five (5) days, excluding Saturdays, Sundays and federal holidays, of receipt of the Engineer's determination of costs. Thereafter, within seventy two (72) hours, excluding Saturdays, Sundays and federal holidays, after notice of such dispute is given, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review the Work and the engineer's determination of costs. The independent third party engineer may, upon the written consent of the

District and AMD, secure its own estimates of costs. The Parties agree to and shall be bound by the determination of costs attributable to the Parties as determined by the independent third party engineer. In such event, the fees and costs of the independent third party engineer shall be equally divided between the Parties hereto. Nothing contained in this Section 3.3 shall give AMD the right to dispute the cost of the AMD Items of Work to the extent such costs are determined in accordance with the Construction Contract.

To ensure compliance with Section 218.735, *Florida Statutes*, the Parties shall follow the procedures described in Section 4, below, with respect to any costs related to a dispute to be resolved pursuant to this Section 3.3. However, should the independent third party engineer determine that all or a portion of the disputed costs were incorrectly allocated, the party determined by the independent third party engineer to have underpaid its share of the costs shall reimburse the other party the amount underpaid.

4. PAYMENT OF COSTS. Subject to the provisions of Section 5 for any and all invoices related solely to Final Payment, as defined herein, and completion of the Project, the Parties shall pay for the Work in accordance with the following schedule: Within fifteen (15) business days from the receipt of an application for payment certified by the Project Manager, the District Manager or his designee shall prepare a requisition and forward the requisition to the Engineer pfor execution and return to the District Manager. Within three (3) days of receipt of the fully executed requisition, the District Manager or his designee shall transmit the fully executed requisition to the District Trustee for payment. Concurrently with the transmission of the requisition to the District Trustee, the District shall send AMD a written invoice for the portion of the costs included on the application for payment. Within twenty (20) days of receipt of such invoice, AMD shall remit the requested funds to the District.

5. ACCEPTANCE OF WORK

5.1 Acceptance of Work. Before the District makes Final Payment as defined below, the District shall provide AMD with a certificate from the Engineer that, to the best of his knowledge, the AMD Items of Work have been performed in substantial compliance with the Construction Contract and appropriate final lien waivers and releases have been obtained from all contractors, sub-contractors, materialmen or suppliers and laborers in connections with the Project. Within fifteen (15) calendar days after receipt of said certificate, AMD shall inspect the Project and provide written notice to the District that the AMD Items of Work, to the best of AMD's knowledge, are or are not in substantial compliance with the Construction Contract. Failure by AMD to provide such written notice within said timeframe shall cause the District Engineer to transmit a written demand to AMD that such notice be provided. Should AMD fail to respond to the District Engineer's written request within five (5) calendar days of receipt of such request, AMD is deemed to have

determined that the AMD Items of Work are in substantial compliance with the Construction Contract.

- 5.2 *Substantial Compliance.* If AMD's notice is that the AMD Items of Work are in substantial compliance (or if AMD fails to provide notice as provided in subsection 5.1), then AMD shall be deemed to have accepted the AMD Items of Work except as to defects not then readily discoverable. AMD shall then remit its payment to the District within five (5) business days of the notice of substantial compliance. Immediately upon receipt of funds from AMD, the District shall pay the Contractors. Subsequent to AMD's giving such notice of such substantial compliance and the making of Final Payment by the District, AMD agrees that it shall have no claim against the District with respect to any AMD Items of Work performed by the Contractors, the only obligation of the District being to enforce the terms of the Construction Contract.
- 5.3 *Non-Compliance.* In the event AMD's notice is that AMD Items of Work are not in substantial compliance with the Construction Contract, then within ten (10) days of the District's receipt of such notice (provided such notice reasonably identifies the non-complying AMD Items of Work), the District shall proceed promptly to enforce the terms of the Construction Contract as it applies to completion and correction of the AMD Items of Work. In the event the District disputes AMD's notice of non-compliance, notice of such dispute shall be provided to AMD by the District within five (5) business days of the District's receipt of such notice of non-compliance. In such event, within five (5) business days, the Engineer shall request the Florida Board of Engineers select a qualified independent third party engineer to review the AMD Items of Work subject to AMD's notice of non-compliance. The Parties agree to and shall be bound by the determination of substantial compliance or non-compliance as determined by the independent third party engineer. The fees and costs of the independent third party engineer shall be equally divided between the requesting Party and the District.
- 5.4 *Enforcement Costs.* To the extent such costs are not reimbursed by the Contractors, AMD shall reimburse the District for any costs (as determined by the Engineer) incurred by the District arising out of the District's efforts to enforce the terms of the Construction Contract as it applies to the AMD Items of Work, provided that the defective AMD Items of Work that is the subject of enforcement is not caused in whole or in part or contributed to by the actions of the District or its Engineer. Any dispute as to costs to be reimbursed by AMD pursuant to this subsection 5.4 shall be resolved in accordance with Section 3.3, above.
- 5.5 *Final Payment.* "Final Payment" shall be defined as the final payment made to the Contractors by the District after the Contractor has

satisfactorily completed all corrections identified in the Final Inspection, as provided in the Construction Contract.

6. CONSTRUCTION CONTRACT AND PLANS. The District shall be responsible for ensuring that the improvements to be constructed pursuant to the Construction Contract are constructed in substantial compliance with the plans and specifications set out in the Construction Contract and in a timely manner.

6.1 *Defective Work.* The District shall not accept defective Work pursuant to the provisions of the Construction Contract with respect to the AMD Items of Work without the written consent of AMD.

6.2 *Entitlement to Credits.* In the event the AMD gives written consent in accordance with Section 6.1, AMD shall be entitled to receive the benefit of any credits with respect to the AMD Items of Work as determined in accordance with the Construction Contract.

6.3 *Record Drawings.* Upon request, the District shall furnish AMD, free of charge, one copy of available drawings, plans, specifications, addenda, change orders and other modifications marked currently to record all changes and selections made during construction (the "Record Drawings"). The Record Drawings shall be delivered to AMD upon Final Completion of the Work.

7. INSURANCE AND WAIVER OF SUBROGATION.

7.1 *Insurance.* The District shall ensure that the policies of insurance required under the Construction Contract include the interest of AMD, or its designee, as additional or named insured. To the extent that there is any additional cost associated with listing AMD as an additional or named insured under the policies of insurance required to be purchased and maintained by the Contractors in accordance with the Construction Contract, AMD will pay those additional costs. AMD will make such payment within fifteen (15) days of receiving notice of such additional costs from the District. The District shall ensure that such insurance remains in full force and effect during construction of the Project and thereafter as provided in said policies. The intent is that AMD, or its designee, be provided the same protections in said policies as that accorded to the District. Adjustment and settlement of any loss with the insurers shall be conducted by the District, as trustee, and the District shall account to AMD for the proceeds of such insurance that is applicable to the AMD Items of Work.

7.2 *Waiver of Subrogation.* The District and AMD waive all rights against each other and any of their agents and employees, each of the other, for all losses and damages caused by any of the perils covered by the policies of

insurance obtained pursuant to the Construction Contract, except such rights as they have to proceeds of such insurance held by either the District or the Contractors pursuant to the Construction Contract.

8. LICENSE. AMD hereby grants the District and the District's agents a temporary license to enter property owned by AMD, if any, to construct, inspect and administer the improvements required under the Construction Contract. The District's license to enter AMD's property, as provided herein, shall expire upon Final Completion of the Work or upon the making of Final Payment to the Contractor, whichever last occurs.

9. OBLIGATIONS OF AMD. It is the intent of the Parties that AMD's participation in the cost of the Project is not as Owner (as such term is defined in the Construction Contract) or as a party to the Construction Contract and that AMD shall incur no liability or obligation to third parties, including the Contractors, by entering into this Agreement. AMD hereby contractually obligate itself to provide any and all notices which may be required of the District pursuant to any applicable permits, obtained by AMD for the Project, from a governmental entity, whether local, state or federal. The District does hereby agree to provide written notice to AMD of such notices as the necessity for the notices arises. AMD agrees to defend and hold harmless the District and its officers and agents from and against all liability, claims, actions, suits or demands by any person, corporation or other entity arising out administration of the AMD Items of Work portion of the Construction Contract or as are otherwise related to the AMD Items of Work

10. ENGINEER'S DUTIES. The District shall be responsible to ensure that the Engineer performs the duties placed upon it by the terms of this Agreement.

11. RECOVERY OF COSTS AND FEES. In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the predominantly prevailing party shall be entitled to recover from the other party all fees and costs incurred, including reasonable attorneys' fees and costs.

12. DEFAULTS. Failure by either party to perform each and every one of its obligations hereunder shall be a default, entitling either party to pursue whatever remedies are available to it under Florida law. Each of the Parties hereto shall give the other party written notice of any defaults hereunder and shall allow the defaulting party not less than five (5) days from the date of receipt of such notice to cure monetary defaults and fifteen (15) days to cure other defaults.

13. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties and supersedes all previous discussions, understandings and agreements between the Parties relating to the cost sharing for construction of the Project. Terms used in this Agreement which are specifically defined in the Construction Contract shall have the meanings designated in the Construction Contract, unless otherwise indicated in this Agreement.

14. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement, other than those necessary to reflect a modification to the Construction Contract

pursuant to a Change Order issued in accordance with the Construction Contract, may be made only by an instrument in writing executed by both of the Parties hereto. Any modification to the Construction Contract resulting from a Change Order shall serve to amend this Agreement accordingly. Any Change Orders that result in the modification of this Agreement shall be attached to Exhibit A for recordkeeping purposes.

15. AUTHORITY TO CONTRACT. The execution of this Agreement has been duly authorized by the appropriate body or official of all Parties hereto, each party has complied with all the requirements of law, and each party has full power and authority to comply with the terms and provisions of this Agreement.

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

If to AMD: Ave Maria Development LLLP
2600 Golden Gate Parkway
Naples, Florida 34105
Attn: _____

If to District: Ave Maria Stewardship Community District
2501 A Burns Road
Palm Beach Gardens, Florida 33410
Attn: District Manager

With a copy to: Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301
Attn: Alyssa C. Willson

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

17. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the formal Parties hereto and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon or give the Contractors or

any person or corporation other than the Parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the Parties hereto and their respective representatives, successors and assigns.

18. EFFECTIVE DATE. This Agreement shall be effective as of the date first set forth above.

19. APPLICABLE LAW AND VENUE. This Agreement shall be construed, interpreted and controlled by the laws of the State of Florida. Subject to the provisions of Section 3.3, above, venue for any dispute arising under this Agreement shall be in a court of appropriate jurisdiction in Collier County, Florida.

20. PUBLIC RECORDS. AMD understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be considered public records in accordance with Florida law.

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

22. SOVEREIGN IMMUNITY. AMD agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, *Florida Statutes*, or other statutes or law.

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

24. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument.

[Remainder of Page Intentionally Left Blank]

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

Attest:

Ave Maria Stewardship Community District

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Print Name

Print Name: _____

Attest:

Ave Maria Development, LLLP
a Florida limited partnership

Witness

By: _____

Print Name

Print Name: _____

Title: _____

Exhibit A: AMD Items of Work

EXHIBIT A: ITEMS OF WORK

AMD shall fund in full all amounts related to design and construction of Ave Maria Utility Company, LLLP infrastructure included within the scope of work of the Construction Contracts.

TEMPORARY CONSTRUCTION ACCESS AGREEMENT

THIS TEMPORARY CONSTRUCTION ACCESS AGREEMENT (“Agreement”) is made this ___ day of _____, 2022 by **AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**, , a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (“**District**”), and **AVE MARIA DEVELOPMENT, LLLP**, a Florida limited liability limited partnership whose address is 2600 Golden Gate Parkway, Naples, Florida 34105 (“**Developer**,” and together with District, the “**Parties**,” and each a “**Party**”).

WITNESSETH:

WHEREAS, the District was established pursuant to Chapter 2004-461, Laws of Florida, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain certain systems, facilities, and basic infrastructure and other infrastructure improvements within or without the boundaries of the District; and

WHEREAS, the District presently owns certain land located within the boundaries of the District (“**Access Area**”); and

WHEREAS, the Developer from time to time desires to perform further development activity within the Access Area which shall consist of (1) activities authorized by the District, (2) activities included within the scope of an Engineer’s Report adopted by the Board, or (3) as necessary to respond to an emergency or prevent further damage to District property (“**Work**”); and

WHEREAS, given that the District has no objections, the Developer desires to have the ability to effect the Work.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other good and valuable consideration and the mutual covenants of the Parties, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Agreement.

2. **Construction Access.** The District hereby grants to Developer access over, upon, under, through, and across the Access Area for ingress and egress for the Work (“**Grant of Access**”). Developer shall use all due care to protect the Access Area and adjoining property from damage resulting from Developer’s use of the Access Area. Developer agrees to repair and remediate any such damage to the satisfaction of the District or any other governmental entity. Developer shall remain responsible for completion of any required permits, certifications or other approvals necessary to convey the improvements to District or any applicable entity and shall provide copies of such documents to the District when received.

3. **Damage.** In the event that Developer, its respective employees, agents, assignees, contractors (or their subcontractors, employees or materialmen), or representatives cause damage to the Access Area or to adjacent property or improvements in the exercise of the access rights granted herein, Developer, at Developer’s sole cost and expense, agrees to promptly commence and diligently pursue the restoration of the same and the improvements so damaged to, as nearly as practical, the original condition.

4. **Insurance and Indemnity.** Developer and/or any contractors performing work for Developer on the Access Area, shall at all times maintain general public liability insurance to afford protection against any and all claims for personal injury, death or property damage arising directly or indirectly out of the exercise of the rights and privileges granted. Said insurance maintained by any contractors performing work for Developer on the Access Area shall be issued by solvent, reputable insurance companies authorized to do business in the State of Florida, naming Developer and District as insureds, as their interests may appear, in a combined-single limit of not less than \$1,000,000.00 with respect to bodily injury or death and property damage. Said insurance shall also be primary, and not contributory, as to any insurance coverage maintained by District. Developer hereby agrees to indemnify and hold harmless District from and against any and all liability arising out of Developer’s activities within the Access Area. Developer agrees that nothing contained in this Agreement shall constitute or be construed as a waiver of District’s limitations on liability as set forth in Section 768.28, Florida Statutes, or other applicable law.

5. **Liens.** Developer shall not permit (and shall promptly satisfy or bond) any construction, mechanic’s lien or encumbrance against the Access Area in connection with the exercise of rights hereunder. Developer shall require contractor post a payment and performance bond in accordance with the requirements of s. 255.05, Florida Statutes.

6. **Default.** A default by the District or Developer under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages, injunctive relief, and specific performance.

7. **Enforcement of Agreement.** In the event that the District or Developer seeks to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party at the addresses first listed above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel(s) for Developer may deliver Notice on behalf of the District and Developer, respectively.

9. **Third Parties.** This Agreement is solely for the benefit of the District and Developer, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person, corporation, or entity other than the District and Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement. The District shall be solely responsible for enforcing its rights under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party.

10. **Assignment.** Neither of the Parties hereto may assign, transfer, or license all or any portion of its rights under this Agreement without the prior written consent of the other Party. Any purported assignment, transfer, or license by one of the Parties absent the written consent of the other Party shall be void and unenforceable.

11. **Controlling Law and Venue.** This Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties agree and consent to venue in Collier County, Florida, for the resolution of any dispute, whether brought in or out of court, arising out of this Agreement.

12. **Public Records.** All documents of any kind provided in connection with this Agreement are public records and are treated as such in accordance with Florida law.

13. **Severability.** The invalidity or unenforceability of any one or more provisions or part of a provision of this Agreement shall not affect the validity or enforceability of the remaining provisions of this Agreement or any part of this Agreement not held to be invalid or unenforceable.

14. **Binding Effect.** This Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, transferees, and/or licensees.

15. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Agreement, that the respective Parties have complied with all the requirements of law, and they have full power and authority to comply with the terms and provisions of this instrument.

16. **Amendments.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and Developer.

17. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Agreement.

18. **Effective Date and Term.** The effective date of this Agreement shall be the date first written above. This Agreement shall terminate upon provision of notification from Developer to District that there is no longer any contemplated Work to occur within the Access Area. Either Party may terminate this Agreement with cause, however, non-terminating Party shall have 10 days from receipt of notice of default to cure any such default prior to termination.

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

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, District and Developer caused this Agreement to be executed, to be effective as of the day and year first written above.

WITNESSES:

Signed, sealed and delivered
in the presence of:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Print Name: _____

By: _____
Chairperson/Vice Chairperson

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by means of physical presence or online notarization the Chairperson/Vice Chairperson of the Ave Maria Stewardship Community District, on behalf of District. He/She is personally known to me or has produced _____ as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

{Notary Seal}

Signed, sealed and delivered
in the presence of:

AVE MARIA DEVELOPMENT, LLLP

Print Name: _____

By: _____
Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing was sworn to and subscribed before me this ____ day of _____,
2022, by means of physical presence or online notarization by _____,
as _____ of AVE MARIA DEVELOPMENT, LLLP. He/She is
personally known to me or has produced
_____ as identification.

(Signature of Notary Public)

(Typed name of Notary Public)
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

MEMORANDUM

TO: Board of Supervisors
Ave Maria Stewardship Community District

FROM: Alyssa C. Willson

DATE: April 5, 2022

RE: Overview of Golf Cart Regulation and Presentation of Options

As discussed at the March 1, 2022 Board of Supervisors (“Board”) of the Ave Maria Stewardship Community District (“District”) meeting, I am providing a brief overview of the current golf cart regulations as well as a summary of options to increase participation in the registration process and enforcement of requirements.

Overview of the Process

On December 6, 2016, the Board adopted Resolution No. 2016-23 adopting the Golf Cart Drivers Handbook, a copy of which is attached hereto as Exhibit A (the “Handbook”). As stated in the resolution, adoption of the Handbook is in accordance with Collier County Ordinance No. 2016-14, which designated certain public roadways and sidewalks within the District as available for golf cart use. As reflected in the December 6, 2016 meeting minutes, the Handbook summarizes State of Florida statutory requirements, and there are certain statutory restrictions on District imposition of additional requirements regarding use of golf carts on public roadways.

Options for Enforcement or Encouragement of Additional Participation in Registration Process

- 1- District may formally request increased enforcement by the Collier County Sheriff’s Office of Chapter 316, State Uniform Traffic Control, Florida Statutes, on golf cart drivers.
- 2- District may request Ave Maria Master Association (“Master Association”) to enforce all requirements of the Handbook for operation of golf carts on property owned by Master Association.

3- District may designate certain premier parking spaces within the District for use by registered golf carts only in an effort to encourage compliance with the registration process outlined in the Handbook. District must ensure any change to existing parking space designations is consistent with all applicable Collier County requirements.

Conclusion

The District has a variety of avenues to pursue additional enforcement of applicable laws and compliance with the Handbook for use of golf carts within the District. We look forward to discussing the various approaches with the Board in greater detail.

RESOLUTION NO. 2022-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT DIRECTING THE CHAIRMAN, BOARD MEMBERS AND DISTRICT STAFF TO SEEK LEGISLATION AMENDING THE DISTRICT BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THE BOUNDARY AMENDMENT PROCESS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, pursuant to the Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services; and

WHEREAS, the District presently consists of approximately 10,805.08 acres, more or less, within Collier County as more fully described in the Act; and

WHEREAS, the District desires to affect legislation to amend its boundaries to add certain development lands in accordance with the procedures and processes prescribed by Florida law, and such other actions as are necessary in furtherance of the boundary amendment process; and

WHEREAS, in order to seek a boundary amendment, the District desires to authorize the Chairman, Board Members and District staff, including but not limited to legal, engineering, and managerial staff, to provide such services as are necessary throughout the pendency of the boundary amendment process, and to ratify any actions by such persons taken to date in furtherance of the proposed boundary amendment.

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 directs the Chairman, Board Members and District staff to proceed in an expeditious manner with the preparation and filing of legislation and related materials to seek the amendment of the District’s boundaries and authorizes the prosecution of the procedural requirements detailed in Florida law for the amendment of the District’s boundaries. The Board hereby ratifies any actions by such persons taken to date in furtherance of the proposed boundary amendment.

SECTION 3. This Resolution shall become effective upon its passage.

PASSED AND ADOPTED this 5th day of April, 2022.

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

Secretary/Assistant Secretary

Chairman/Vice Chairman

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

APRIL 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	Bid accepted.
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



QUALITY SITE ASSESSMENT REPORT

Job Site: Ave Maria	
Customer: Ave Maria	
Contact: _____	Email: _____
Operations Mgr: _____	Email: _____
Super. / Crew Lead: _____	Email: _____
Inspected By: Roger Echols	Email: _____
Customer Attendee: _____	Email: _____
Davey Attendee: _____	Email: _____

QSA Reference

Number:	24329
This QSA Date:	3/4/2022
Prior QSA Date:	_____
Next QSA Date:	_____

Carryover Items

Initiated Date

1		
2		
3		
4		
5		
6		
7		
8		

Maintenance Punch List Items

1	Mowed north part of property
2	Trimmed south part of Ave Maria Blvd
3	Added plants at north park and on the Blvd
4	Treated for ants at north park
5	Raked baseball fields
6	We have Irrigation wire issues at South Park. Manually watering until wire issues are fixed.
7	
8	

Improvement Suggestions

1	
2	
3	
4	
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Notes to Customer

Signature

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Supporting Photos and Drawings

Location / Photo / Drawing 1 and notes



Photo / Drawing 2 and notes



Removed palm tree stump

Photo / Drawing 3 and notes



Add plants at north park

Photo / Drawing 4 and notes



Plants needs to be added in median on Ave Maria Blvd Hampton Village area.

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

	Oct '21 - Feb 22	21/22 Budget	\$ Over Budget	% of Budget
Expenditures				
01-1130 · Payroll Tax Expense	367.20	612.00	-244.80	60.0%
01-1131 · Supervisor Fees	4,800.00	8,000.00	-3,200.00	60.0%
01-1310 · Engineering	26,424.00	55,000.00	-28,576.00	48.04%
01-1311 · Management Fees	29,256.65	70,216.00	-40,959.35	41.67%
01-1312 · Secretarial Fees	1,875.00	4,500.00	-2,625.00	41.67%
01-1313 · Website Management	1,041.65	2,500.00	-1,458.35	41.67%
01-1315 · Legal Fees	31,738.55	70,000.00	-38,261.45	45.34%
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	988.80	4,000.00	-3,011.20	24.72%
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	626.90	4,000.00	-3,373.10	15.67%
01-1513 · Postage and Delivery	862.30	1,750.00	-887.70	49.27%
01-1514 · Office Supplies	2,284.45	3,500.00	-1,215.55	65.27%
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	3,125.00	30,000.00	-26,875.00	10.42%
01-1808 · Irrigation Repair	50,405.96	95,000.00	-44,594.04	53.06%
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	11,820.18	10,000.00	1,820.18	118.2%
01-1816 · Electric-Streetlights,Landscape	46,562.37	85,000.00	-38,437.63	54.78%
01-1817 · Maintenance Street Sweeping	0.00	1,000.00	-1,000.00	0.0%
01-1818 · Striping & Traffic Markings	1,985.00	15,000.00	-13,015.00	13.23%
01-1819 · Street Light Maintenance	93,184.67	80,000.00	13,184.67	116.48%
01-1820 · Maint Sidewalk/Curb Repairs	36,510.80	70,000.00	-33,489.20	52.16%
01-1830 · Maintenance Contracts	278,291.65	630,000.00	-351,708.35	44.17%
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	97,189.38	90,000.00	7,189.38	107.99%

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October 2021 through February 2022

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01-1834 · Mulch	83,927.00	140,000.00	-56,073.00	59.95%
01-1838 · Water Management & Drain	1,500.00	4,000.00	-2,500.00	37.5%
01-1839 · Entry Feature/Near Well Water	2,710.04	4,500.00	-1,789.96	60.22%
01-1840 · Maintenance Misc. Utilities	1,457.79	0.00	1,457.79	100.0%
01-1841 · Maintenance Irrigation Water	19,572.92	85,000.00	-65,427.08	23.03%
01-1842 · Maint Fountain/Repair	17,454.33	25,000.00	-7,545.67	69.82%
01-1843 · Maintenance Rodent Control	3,000.00	8,000.00	-5,000.00	37.5%
01-1844 · Maint Equipment Repair	8,672.50	6,000.00	2,672.50	144.54%
01-1845 · Maint Signage Repair	30,327.00	10,000.00	20,327.00	303.27%
01-1846 · Maint Storm Drain Cleaning	0.00	10,000.00	-10,000.00	0.0%
01-1847 · Mnt Drainage/Lke Mnt/Littorals	20,389.04	75,000.00	-54,610.96	27.19%
01-1848 · Maintenance Aerators	0.00	2,000.00	-2,000.00	0.0%
01-1850 · Maint-Preserve Maintenance	25,810.00	60,000.00	-34,190.00	43.02%
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	42,470.66	40,000.00	2,470.66	106.18%
01-1861 · Maint Office Utilities	2,924.30	0.00	2,924.30	100.0%
01-1862 · Maintenance Technicians	45,395.00	110,000.00	-64,605.00	41.27%
01-1863 · Maint Base Management Fee	8,541.10	20,000.00	-11,458.90	42.71%
01-1864 · Maintenance Admin Payroll	21,751.21	55,000.00	-33,248.79	39.55%
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%
Total Expenditures	1,226,804.74	2,659,698.00	-1,432,893.26	46.13%