



AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

COLLIER COUNTY REGULAR BOARD MEETING JULY 11, 2023 9:00 A.M.

5080 ANNUNCIATION CIRCLE, SUITE 101, AVE MARIA, FLORIDA 34142

www.avemariastewardshipcd.org

DISTRICT MANAGER

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

**561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile**

AGENDA
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
REGULAR BOARD MEETING

July 11, 2023

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/84351784590>

MEETING ID: 843 5178 4590 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 a Quorum
- F. Additions or Deletions to Agenda
- G. Comments from the Public for Items Not on the Agenda
- H. Approval of Minutes1
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- I. Old Business
 - 1. AMSCD Projects Update.....Page 11
- J. New Business
 - 1. Consider Approval of Amended Notice of Creation and Establishment (Boundary Amendment).....Page 13
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 - Audience Comments
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 - 5. Consider Approval First Amendment to Agreement Between the District and Maple Ridge at Ave Maria Homeowners Association, Inc. for Facility Maintenance and Repair Services.....Page 33
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- M. Adjourn

Miscellaneous Notices

Published in Naples Daily News on June 30, 2023

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 July 11, 2023, 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/84351784590> Meeting ID: 843 5178 4590 Join by PHONE at: 1-929-436-2866 Meeting ID: 843 5178 4590 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 6/30/23 #5750068

**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

JUNE 6, 2023

A. CALL TO ORDER

The June 6, 2023, 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.

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 May 28, 2023, 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	Special District Services, Inc.
District Manager	Todd Wodraska (via Zoom)	Special District Services, Inc.
General Counsel	Alyssa Willson (via Zoom)	Kutak Rock, LLP

Bond Counsel	Cynthia Wilhelm (Via Zoom)	Nabors Giblin & Nickerson P.A.
District Engineer	Ted Tryka	Agnoli Barber & Brundage, Inc.
Owner Representative	David Genson	Barron Collier Companies

Also present were the following:

Donnie Diaz, Roger Echols, Fire Chief Choate, Russel Weyer, Rhonda Mossing and the following Ave Maria residents: Kevin Schang, Jeff Plys, Ronny Lambotte, Barry O'Brien, Bill Gravel, Victor Acquista, Bea & David Sanford, Robert & Denise Naselli, Thomas Nuttle, Mark Fein, and Kevin O'Reilly.

There were also others present via Zoom.

F. ADDITIONS AND DELETIONS TO AGENDA

Mr. Klucik asked that the projects list be moved to old business for this meeting and for future meetings.

Mr. Klucik then asked to add a resolution recognizing June as fidelity month to new business number 1.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the agenda as amended.

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

District resident Victor Acquista commented that a correction needed to be made to the minutes specifically stating that if the no parking signs were up, then enforcement would begin May 31st.

District resident Bea Sanford had a question about the trees on Milano and Mr. Genson said he would look in to it and directed staff to add that item to the projects list.

H. APPROVAL OF MINUTES

1. May 2, 2023, Regular Board Meeting Minutes

The minutes of the May 2, 2023, Regular Board Meeting was presented for consideration.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Klucik and passed unanimously approving the minutes of the May 2, 2023, Regular Board Meeting, as amended with the edits noted by District Resident Victor Acquista.

I. OLD BUSINESS

1. AMSCD Projects Update

Mr. Genson of Ave Maria Development (AMD) went through the projects list and provided updates. Mr. Klucik asked about the trucks and tent camper parked on AMD's property. Mr. Genson said he was unaware of the camper as it was not there when he drove by the property today. Mr. Diaz stated the other trucks were the pine straw installation trucks and would be gone by the end of the week weather permitting the pine straw installation.

Ms. Sanford asked if all the roundabouts would have pavers or just certain ones? Mr. Genson stated that only certain roundabouts will have pavers.

Mr. Karmeris provided an update regarding the no parking/towaway zone signs. The signs are expected to be delivered this week and installed by the end of June.

J. NEW BUSINESS

1. Consider Resolution Designating the Month of June of Every Year as Fidelity Month

Mr. Klucik presented this resolution for Board consideration.

A **motion** was made by Mr. Klucik, seconded by Mr. DiFlorio, and then opened up for Board discussion.

Mr. Sonalia asked to table this item because he doesn't know what fidelity month or what this resolution is about. Ms. Willson explained that Mr. Klucik requested this item be placed on the agenda prior to the meeting, however this was a different type of request than the District usually takes action on. Therefore staff requested Board direction to put this item on the agenda and apologized for an inadvertent issues. Mr. Peak asked that we table the item because he doesn't know what it is about and wants to research it.

District resident Victor Acquista asked how this is a District issue? And stated it seemed to be a philosophical idea outside the purview of District business. Mr. Klucik added that local governments do this type of thing throughout the county. Mr. Sonalia asked if Collier County adopted this? Mr. Klucik stated that it is on their agenda. Mr. Acquista urged caution because someone who doesn't share the same view could feel excluded.

Mr. DiFlorio asked for time to research it more. Mr. Klucik withdrew his motion.

2. Consider Preliminary Approval of Amended Fifth Sub-Master Supplemental Engineer's Report – Series 2023 Bonds

Mr. Tryka presented and fielded questions from the Board regarding the process for reimbursement of work for completed projects.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the Amended Fifth Sub-Master Supplemental Engineer's Report – Series 2023 Bonds, as presented.

3. Consider Preliminary Approval of Town of Ave Maria Stewardship Receiving Agreea Sub-Master Assessment Methodology Report

Mr. Weyer presented and fielded questions from the Board.

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the Town of Ave Maria Stewardship Receiving Agrea Sub-Master Assessment Methodology Report, as presented.

4. Consider Preliminary Approval of Supplemental to the Fifth Sub-Master Supplemental Assessment Methodology Report

Mr. Weyer presented.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously approving the Supplemental to the Fifth Sub-Master Supplemental Assessment Methodology Report, as presented.

5. Consider Resolution No. 2023-06 – Delegated Award Resolution

Ms. Wilhelm presented.

RESOLUTION NO. 2023-06

A RESOLUTION DELEGATING TO THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT (THE "DISTRICT") THE AUTHORITY TO APPROVE THE SALE, ISSUANCE AND TERMS OF SALE OF AVE MARIA STEWARDSHIP COMMUNITY DISTRICT CAPITAL IMPROVEMENT REVENUE BONDS, SERIES 2023 (PHASE 4 MASTER IMPROVEMENTS PROJECT) (THE "SERIES 2023 MASTER BONDS"), AS A SINGLE SERIES OF BONDS UNDER THE MASTER TRUST INDENTURE IN ORDER TO REPAY AND REDEEM ALL OF THE DISTRICT'S OUTSTANDING BOND ANTICIPATION NOTES, SERIES 2021 (PHASE 4 MASTER IMPROVEMENTS PROJECT) (THE "SERIES 2021 NOTES") AND FINANCE THE PHASE 4 MASTER IMPROVEMENTS PROJECT; ESTABLISHING THE PARAMETERS FOR THE PRINCIPAL AMOUNTS, INTEREST RATES, MATURITY DATES, REDEMPTION PROVISIONS AND OTHER DETAILS THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE CHAIRMAN TO ACCEPT THE BOND PURCHASE AGREEMENT FOR THE SERIES 2023 MASTER BONDS; APPROVING A NEGOTIATED SALE OF THE SERIES 2023 MASTER BONDS TO THE UNDERWRITER; RATIFYING THE MASTER TRUST INDENTURE AND APPROVING THE FORM OF FOURTEENTH SUPPLEMENTAL TRUST INDENTURE AND AUTHORIZING THE EXECUTION AND DELIVERY THEREOF BY CERTAIN OFFICERS OF THE DISTRICT; APPOINTING A TRUSTEE, PAYING AGENT AND BOND REGISTRAR FOR THE SERIES 2023 MASTER BONDS; APPROVING THE FORM OF THE SERIES 2023 MASTER BONDS; APPROVING THE FORM OF AND AUTHORIZING THE USE OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND LIMITED OFFERING MEMORANDUM RELATING TO THE SERIES 2023 MASTER BONDS; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT RELATING TO THE SERIES 2023 MASTER BONDS; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS REQUIRED AND TO EXECUTE AND DELIVER ALL DOCUMENTS, INSTRUMENTS AND CERTIFICATES NECESSARY IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF THE SERIES 2023 MASTER BONDS; AUTHORIZING THE VICE CHAIRMAN AND ASSISTANT SECRETARIES TO ACT IN THE STEAD OF THE CHAIRMAN OR THE SECRETARY, AS

THE CASE MAY BE; SPECIFYING THE APPLICATION OF THE PROCEEDS OF THE SERIES 2023 MASTER BONDS; AUTHORIZING CERTAIN OFFICERS OF THE DISTRICT TO TAKE ALL ACTIONS AND ENTER INTO ALL AGREEMENTS REQUIRED IN CONNECTION WITH THE REDEMPTION OF THE SERIES 2021 NOTES AND THE ACQUISITION OF THE PHASE 4 MASTER IMPROVEMENTS PROJECT; APPOINTING A VERIFICATION AGENT; APPROVING THE FORMS OF SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT AND SUPPLEMENTAL ENGINEER'S REPORT; AND PROVIDING AN EFFECTIVE DATE.

Mr. Klucik asked what the interest rates looked like right now? Rhonda Mossing stated they are currently around 5.5%. Mr. Klucik asked if there was anything different about these documents compared to prior delegated award resolutions? Ms. Willson stated that it is similar to previously approved award resolutions.

A **motion** was made by Mr. Kluick, seconded by Mr. Roth and passed unanimously approving Resolution No. 2023-06 – Delegated Award Resolution, as presented.

6. Consider Approval of RFP Criteria and Evaluation for Landscaping Contract

Mr. Karmeris presented and explained that it has been five years since the last RFP was done for Landscaping services meaning it was time to do it again.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously approving the RFP Criteria and Evaluation for Landscaping Contract, as presented with bids to be opened at a special meeting on July 28, 2023 at 9:00a.m.

7. Consider Resolution No. 2023-07 – Adopting a Fiscal Year 2023/2024 Proposed Budget

Mr. Karmeris presented Resolution No. 2023-07 and discussed the budgeted line items as well as the CPI increase to assessments.

RESOLUTION NO. 2023-07

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2023/2024; DECLARING SPECIAL ASSESSMENTS TO FUND THE PROPOSED BUDGETS PURSUANT TO FLORIDA LAW; SETTING PUBLIC HEARINGS; ADDRESSING PUBLICATION; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. DiFlorio, seconded by Mr. Roth and passed unanimously approving Resolution No. 2023-07 – Adopting a Fiscal Year 2023/2024 Proposed Budget and setting the public hearing for September 12th at 9:00 a.m.

Mr. Klucik left the meeting at 7:44 p.m.

8. Consider Resolution No. 2023-08 – Adopting a Fiscal Year 2023/2024 Proposed Budget for Master Irrigation Utility System

Mr. Karmeris presented Resolution No. 2023-08.

RESOLUTION NO. 2023-08

A RESOLUTION OF THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT ADOPTING A PROPOSED FISCAL YEAR 2023/2024 BUDGET FOR THE MASTER IRRIGATION UTILITY SYSTEM.

A motion was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving Resolution No. 2023-08 – Adopting a Fiscal Year 2023/2024 Proposed Budget for the Master Irrigation Utility System and setting the public hearing for September 12th at 9:00 a.m.

9. Consider Preliminary Approval of Developer Contribution & Deficit Funding Agreement Fiscal Year 2024

A **motion** was made by Mr. Roth, seconded by Mr. DiFlorio and passed unanimously approving the preliminary Developer Contribution & Deficit Funding Agreement for Fiscal Year 2024 as presented.

10. Discussion Regarding Management and Operations Team

Mr. Wodraska introduced the potential changes to the management and operations team, explaining the possibility of hiring three (3) additional employees to be on site at Ave Maria for District business. Mr. Acquista asked if this item would need to go out for bid as a maintenance vendor? Ms. Willson stated this was for contractual services and is not required to go out for bid. The Board had a few follow-up questions regarding the number of employees needed and the timeframe. Mr. Wodraska stated the goal was to have the new contract on the agenda for approval at the July meeting.

K. ADMINISTRATIVE MATTERS

1. Legal Report

Ms. Willson informed the Board that during the next calendar year, all Board members will be required to do four hours of ethics education.

2. Engineer's Report

Mr. Tryka informed the Board of the complaints regarding the need for a handicap parking spot near the Veterinary clinic. The Board directed Mr. Tryka to look into the options for resolving the complaint.

He then informed the Board that the street light plans at Oil Well Road was approved.

3. Manager's Report

a. Financials

Mr. Karmeris presented the financial report provided in the agenda package.

Q. BOARD MEMBER COMMENTS

There were no Board Member comments.

M. ADJOURNMENT

There being no further business to come before the Board, the Regular Board Meeting was adjourned at 8:07 p.m. by Chairman Peek. There were no objections.

Secretary/Assistant Secretary

Chair/Vice-Chairman

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

JUNE 2023

Project Name	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Anthem Parkway Phase 5A	2 nd Quarter 2023	TBD	TBD	TBD	David Genson (AMD)	Permits expected in Sept/Oct 2023
Anthem Parkway Phase 5B	3 rd Quarter 2023	TBD	TBD	TBD	David Genson (AMD)	Environmental permits expected June 2024
Apron at Owens roundabout	May 2023	TBD	TBD	TBD	David Genson (AMD)	AMD to review roundabout to determine solution to damage caused by trucks.
Signage throughout community	N/A	2 nd Quarter 2023	N/A	N/A	David Genson (AMD)	Signs are in fabrication and expected installation 2 nd quarter of 2023.
Parking on District Roads	01/2023	2 nd Quarter 2023	N/A	N/A	Andrew Karmeris (District Manager) Kim Twiss (Master Association Manager)	Signs are expected to be delivered this week. Installation will begin upon delivery.
Town Core Striping and Flashing Signs	01/2023	7/2023	\$188,000	85%	Ted Tryka (District)	Striping is awaiting towing for access. Flashing Signs on back order, expected to be delivered on July 3 rd , 2023.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Asset Management	March 2023	FY23	\$50,000	FY 23 – 100%	David Genson (AMD)	Mapping of roadways, sidewalks, curbs, light poles are complete. Budgeting for Fiscal Year 2024 to include site visits, mapping of additional assets such as signs, fixtures, etc.
Reserve Funds (Irrigation and O&M)	TBD	4/2023	TBD	TBD	David Genson (AMD)	Rate Adjustment presentation expected at Summer 2023 meeting.
Front Fountain	N/A	N/A	N/A	N/A	Donny Diaz	Motor for fountain needs to be repaired as of this morning (6/6/23). Maintenance Staff are aware and working on it.
National Gate monitoring	2023	Ongoing	N/A	N/A	Alyssa Willson (District)	The District continues to monitor National Gate operation.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

JULY 2023

Project Name	Start Date	End Date	Est. Cost	% Complete	Responsible Party	Comments
Anthem Parkway Phase 5A (Starts at North park to Avalon)	2 nd Quarter 2023	TBD	TBD	0%	Andrew Karmeris (District)	Permits expected in Sept/Oct 2023. Ready to commence immediately upon permit approval.
Anthem Parkway Phase 5B (Will include roundabout at Pope John Paul)	3 rd Quarter 2023	TBD	TBD	0%	Andrew Karmeris (District)	Environmental permits expected June 2024
Apron at Owens roundabout	May 2023	TBD	TBD	0%	Ted Tryka (District)	To present estimated prices at July meeting for Board direction
Additional Landscaping on Milano	TBD	TBD	TBD	0%	David Genson (AMD)	Placeholder – AMD to reveiw
Signage throughout community	N/A	July 2023	N/A	100%	David Genson (AMD)	Unified builder/directional signs have been installed.
Parking on District Roads	01/2023	2 nd Quarter 2023	N/A	N/A	Andrew Karmeris (District Manager) Kim Twiss (Master Association Manager)	Signs have been delivered and approximately 40% have been installed. Remainder to be installed weather permitting during the next few weeks.

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT

Town Core Striping and Flashing Signs	01/2023	7/2023	\$188,000	85%	Ted Tryka (District)	Striping is awaiting towing for access. Flashing Signs on back order.
Asset Management	March 2023	June 2023	\$50,000	FY 23 – 100%	David Genson (AMD)	Mapping of roadways, sidewalks, curbs, light poles are complete. Budgeting for Fiscal Year 2024 to include site visits, mapping of additional assets such as signs, fixtures, etc.
Reserve Funds (Irrigation and O&M)	TBD	4/2023	TBD	TBD	David Genson (AMD)	Rate Adjustment presentation expected at Summer 2023 meeting.
Front Fountain (Letters)	N/A	July 2023	\$22,000	80%	Donny Diaz	Pump jets on west side awaiting electrician to wire. Letter proposal at July meeting.
National Gate monitoring	2023	Ongoing	N/A	N/A	Alyssa Willson (District)	The District continues to monitor National Gate operation.

This space reserved for use
Clerk of the Circuit Court

This Instrument Prepared by
and return to:

Alyssa C. Willson, Esq.
KUTAK ROCK LLP
107 West College Avenue
Tallahassee, Florida 32301

**AMENDED NOTICE OF CREATION AND ESTABLISHMENT OF THE
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT**

PLEASE TAKE NOTICE that the Ave Maria Stewardship Community District (“District”) was created and established on June 17, 2004, by the Florida Legislature pursuant to Chapter 2004-461, Laws of Florida, which became effective on June 17, 2004. The original boundaries of the District were previously recorded in the Official Records of Collier County in Book 3626, Page 1577 and Official Records of Collier County in Book 4125, Page 1577. On June 23, 2023, the Florida Legislature passed Chapter 2023-____, Laws of Florida, amending Section 4 of Chapter 2004-461, which became effective on June 23, 2023. Chapter 2023-____ amends the boundaries of the District, the legal description of the lands encompassed within the District, after amendment, is attached hereto as Exhibit “A.” The District is a special-purpose form of local government established pursuant to and governed by Chapters 2004-461 and 2023-____, Laws of Florida. More information on the powers, responsibilities, and duties of the District may be obtained by examining Chapters 2004-461 and 2023-____, Laws of Florida, or by contacting the District’s registered agent as designated to the Department of Economic Opportunity in accordance with Section 189.014, Florida Statutes.

THE AVE MARIA STEWARDSHIP COMMUNITY DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND

SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENT TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.

IN WITNESS WHEREOF, this Amended Notice has been executed on this _____ day of _____ 2023, and recorded in the Official Records of Collier County, Florida.

Alyssa C. Willson, District Counsel
Kutak Rock LLP

Witness

Witness

Print Name

Print Name

**STATE OF FLORIDA
COUNTY OF LEON**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____ 2023, by Alyssa C. Willson, District Counsel to the Ave Maria Stewardship Community District, who is personally known to me.

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

Exhibit A

**AMENDED AND RESTATED
REAL PROPERTY CONTRIBUTION AGREEMENT**

This AMENDED AND RESTATED REAL PROPERTY CONTRIBUTION AGREEMENT is made and entered into this day of July, 2023, by and between **AVE MARIA DEVELOPMENT, LLLP**, a Florida limited liability limited partnership ("Developer"), and **AVE MARIA STEWARDSHIP COMMUNITY DISTRICT** ("District"), an independent special district created and established by Section 2004-461, Laws of Florida, as may be amended from time to time (the "Act").

Preliminary Statement:

1. Developer is developing the town of Ave Maria, in Collier County, Florida.
2. The District was created and established for the narrow, limited, special and single purpose of managing the provision of infrastructure to the community development, including financing, funding, planning, establishing, acquiring, constructing, reconstructing, enlarging, extending, equipping, operating and maintaining (hereafter "provide" or "providing") certain community development systems, services, facilities, infrastructure, projects and improvements such as buildings, roadways, sidewalks, lighting, landscaping, parks, recreational facilities, security systems, water supply facilities, sewage and septic systems, wetlands impact mitigation, and water and surface water management systems for conservation, storage and drainage purposes (the "Public Facilities" or "Public Project") within or without the District's boundaries as provided expressly in the Act;
3. District has considered and adopted a Capital Improvement Plan prepared by the District Engineer, dated May 2, 2006 (the "CIP"), which identifies the facilities, systems and infrastructure that will be owned, operated, constructed or acquired and maintained by the District. The CIP has been supplemented and described from time to time by engineering reports issued in conjunction with the issuance of each series of bonds, notes or other indebtedness.
4. In order to finance the construction or acquisition of the facilities, systems and infrastructure that will be owned, operated and maintained by the District, District has issued special assessment revenue bonds, bond anticipation bonds, bond anticipation notes, and other indebtedness (the "Bonds"), which would be retired over time through the levy of special assessments on that property within the boundaries of the District which receives special and peculiar benefit flowing from the facilities, systems or infrastructure funded through the proceeds of the Bonds.
5. Developer recognizes that contributing to the District lands that District could otherwise acquire with proceeds of the Bonds will allow District either (i) to enhance the quality, quantity and nature of infrastructure serving the lands within the District or (ii) to reduce the amount of special assessments that will be ultimately levied against the properties receiving special and peculiar benefit flowing from the facilities, systems or infrastructure funded through the proceeds of the Bonds.

6. The District recognizes that it is in the best interest of the present and future land owners within the District to minimize the overall costs incurred by the District in the implementation of the CIP, and the District desires to reduce costs associated with land acquisitions by accepting the contributed lands under the terms of this Agreement.
7. In 2016, the parties previously entered into that Amended and Restated Real Property Contribution Agreement (the "Prior Agreement"), which the parties now desire to further amend and restate to reflect the current and future CIP for the District.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises hereinafter contained and in recognition of (i) the benefit that is obtained through the enhanced infrastructure available to the District or potentially reduced special assessments levied against certain commercial uses and (ii) the mutual and continued benefit that future land owners within the District will recognize as a result of the reduced costs incurred by District in acquiring or constructing the improvements because of the contribution of lands, Developer agrees to contribute and convey, or cause contribution or conveyance, certain interests in real properties to the District and District agrees to accept the contribution and conveyance of such interests under the terms and conditions set forth herein. Upon execution of this Agreement, the Prior Agreement is deemed amended and restated in its entirety as of the execution hereof and is replaced, in full, by the terms and provisions of this Amended and Restated Agreement.

I. Definitions. For purposes of this Agreement:

(a) "Agreement" shall mean this Amended and Restated Real Property Contribution Agreement between Developer and District, as the same may be amended from time to time.

(b) "Closing" shall mean each conveyance of title to and/or an interest in the Property to District pursuant to this Agreement.

(c) "Closing Date" shall mean the date on which each Closing shall occur pursuant to this Agreement.

(d) "Permitted Exceptions" shall mean: (i) real estate taxes and assessments for the year of Closing and subsequent years, provided that real estate taxes shall be pro-rated through the applicable Closing Date in accordance with Section III(a) hereof; (ii) zoning, restrictions, prohibitions and other requirements imposed by governmental authority; (iii) outstanding oil, gas and mineral rights of record, provided that all rights of surface entry and exploration have been waived by the holder of those rights; and (iv) such matters approved or deemed approved by the District.

(e) "Property" or "Lands" shall mean the real property situated in Collier County to be contributed by Developer to District pursuant to this Agreement, all as described in the CIP, as such is specifically described and supplemented by engineering reports issued in conjunction with the issuance of each series of bonds, notes or other indebtedness.

- (f) "Title Company" shall mean Collier Insurance Agency, LLC or any successor named by the District in its sole discretion.
- (g) "Title Defect" shall mean an exception to title, other than a Permitted Exception.

II. Conveyance of Property.

- (a) District agrees to accept as contributions, and the Developer agrees to: (i.) convey or cause conveyance to District unencumbered title to the Property, (ii.) grant or cause grant to District easements over the Property, (iii.) assign or cause assignment to District easements previously granted in respect of the Property, (iv.) assign or cause assignment to District other interests in the Lands upon which the improvements related thereto are located and upon which the improvements are to be provided by the District, and/or (v.) assign or cause assignment to the District all reservations or interests made, in respect of the Property, of Conservation Areas, Buffer Easements, Maintenance Easements, Water Management Tracts, Drainage Easements, Ingress and Egress Easements and Rights-of-Way, and any such other reservations made with respect to the Property pursuant to any development agreements or orders of permitting authorities or as identified on existing or future plats; and agrees to contribute or cause to be contributed and dedicate or cause to be dedicated to the District, with respect to the Property, all Easements, Tracts, Rights-of-Way, Structures, and improvements that shall constitute or be necessary to provide or maintain, the improvements. The amount of land contributed under this agreement shall not be limited and the amount of credit resulting from the contribution shall not exceed the lesser of the appraised value of the property or \$19,572,909.00. For purposes of calculating the amount of credit resulting from the land contributions, a per acre valuation will be established by appraisal as of the time that the lands were committed for future contribution.
- (b) Except as provided in Section VI, the above conveyances, grants and assignments shall be at no charge to the District.
- (c) In exchange for the foregoing contributions, the District shall (i) execute and acknowledge any document Developer may require or request in order to carry out the intent and purposes of this Agreement and (ii) provide a reduction or corresponding credit to special assessments to be levied upon certain commercial uses as set forth in the Master Assessment Methodology Report dated June 12, 2006, as supplemented by the Town of Ave Maria Stewardship Receiving Area Sub-Master Assessment Methodology Report, dated November 20, 2006, as amended June 6, 2023, and as further supplemented by applicable supplemental methodology reports approved in conjunction with each issuance of each series of bonds, notes or other indebtedness (collectively the "Methodology Report") as such may be supplemented and amended from time to time.

III. Closing Procedure.

- (a) (35) days prior to each Closing Date proposed by Developer to District, Developer shall deliver a survey and legal description of the portion of the Property proposed for conveyance to the District's Counsel. Promptly following receipt of such legal description, District's Counsel shall request the Title

Company to issue a commitment (a "Commitment") to insure District's title to such property in an amount equal to the number of acres comprising such property multiplied by the fair market value and subject only to the Permitted Exceptions.

- (b) If District's examination of the Commitment reflects any condition of title other than the Permitted Exceptions ("Title Defect"), then District shall so notify Developer in writing promptly, specifying such Title Defects, not later than fourteen (14) days following District's receipt of the Commitment, or within fourteen (14) days after receipt of any title update revealing a previously non-existent Title Defect; provided that if District fails to provide Developer timely written notice of Title Defects, any Title Defects shown on the Commitment or any survey shall, anything to the contrary in this Agreement notwithstanding, be deemed waived as Title Defects and Developer shall be under no obligation whatsoever to take any corrective action with respect to same nor warrant title to same in its instrument of conveyance. Any Title Defect or potential Title Defect not specified in such notice to Developer shall be deemed waived and accepted by District, and Developer shall be under no obligation whatsoever to take any corrective action with respect to same nor warrant title to same in its instrument of conveyance. In the event of any dispute relating to the condition of title, the determination of the Title Company shall be conclusive and binding on the parties, unless Developer can provide a reputable and creditworthy title insurance company that will insure over the matter at issue.
- (c) Developer shall have twenty (20) days from receipt of written notice from District within which to use commercially reasonable efforts to cure any Title Defects (which shall not include the necessity of bringing a lawsuit or a claim to cure same), and if Developer is unsuccessful in curing such Title Defects within said time, District shall have the option of: (i) accepting the title in its then existing condition and proceeding to Closing; (ii) declining to accept the contribution; or (iii) extending the cure period for such additional time as may reasonably be required to remove the Title Defect. If any Title Defects are not cured by the date otherwise set for Closing but are cured within the original or extended cure periods, as applicable, then Closing shall occur within ten (10) days after the title has been corrected, provided the other conditions of this Agreement to Closing have been met.

IV. Closing.

- (a) Closing shall occur no later than thirty-five (35) days following notice by Developer to the District, unless the Parties agree to another Closing Date, provided all conditions to Closing have occurred.
- (b) The exact time and location of Closing shall be mutually agreed upon between the parties, or their respective counsel.

(c) Risk of loss and possession in respect of the applicable portion of the Property being conveyed to District shall be transferred to District at completion of the applicable Closing.

V. Closing Documents. At each Closing, Developer shall execute or cause execution and/or deliver the following documents all in form and content acceptable to District, acting in a reasonable manner:

(a) Conveyance instruments, to wit:

(i) For Lands which have been platted and dedicated but in which there is a reservation of any interest, the conveyances shall be by an Assignment of Reservations.

(ii) For Lands which will not be held for sale or use by the Developer (or purchasers from Developer) for development of residential or commercial structures, or recreational amenities, the conveyances shall be by Warranty Deed or other means of conveyance acceptable to the District.

(iii) For Lands which will be held for sale or use by the Developer (or purchasers from Developer) for development of residential or commercial structures, or recreational amenities, but which have (or will have) transferred improvements, the conveyances shall be by Grant of Easement.

(b) An Affidavit reciting that, except for Permitted Exceptions, there are no mechanics', materialmen's or laborers' liens against the applicable portion of the Property; that there have been no improvements, alterations or repairs to the applicable portion of the Property within the past ninety (90) days for which the costs thereof remain unpaid; that the applicable portion of the Property is free and clear of all liens, taxes, encumbrances and claims whatsoever, with the exception of the Permitted Exceptions; that affiant has received no notice of any violations of county or municipal ordinances pertaining to the applicable portion of the Property, and that, except as disclosed in such Affidavit, there are no other parties in possession with respect thereto;

(c) A Standard FIRPTA affidavit;

(d) A standard "gap" affidavit in the form required by the Title Company issuing a title insurance policy to District; and

(e) Such other and further documents as may reasonably be required by the Title Company or otherwise reasonably appropriate to consummate the Closing in accordance with the provisions of this Agreement.

VI. Closing Costs. Developer shall be responsible for payment, at Closing, of (i) the cost of recording any mortgage releases and corrective instruments, (ii) the cost of recording the Deed, including documentary stamps and any surtax, applicable to the Deed, (iii) the title insurance premium for the owner's title insurance policy, (iv) the costs of surveys and

inspections, (v) the cost of recording any financing instruments, and (vi) its share of taxes as prorated pursuant to section VII (A) below. Developer and District shall each pay for its own attorneys' fees and fees of other professionals employed by the respective parties in connection with the transactions contemplated by this Agreement.

VII. Real Estate Taxes and Assessments.

(a) Real property taxes shall be prorated as of the Closing Date based upon the current year's tax with due allowance made for the maximum allowable discount and exemptions if allowed for said year. If the current year's assessment is not available, then taxes will be prorated based upon the tax assessment for the immediately preceding year, with due allowance made for the maximum allowable discount and exemptions if allowed for said year. Taxes shall be paid at Closing in accordance with Section 196.295, Florida Statutes, or any successor statute thereto.

(b) Certified governmental liens or special assessment liens, if any, will be paid by the Developer.

VIII. Access. After receiving a notice of contribution and prior to Closing, District shall have reasonable access to the Property to conduct physical and site inspections provided that District shall not damage the Property. District shall indemnify Developer for any loss or damages caused by District's entry upon the Property in advance of Closing, except that District shall not be responsible for immaterial damage.

IX. Conduct Prior to Closing. After providing a notice of contribution and prior to Closing, Developer shall not enter into any new contracts, leases or other agreements that affect the Property and will not expire or be terminable by Developer on or before the Closing Date, unless such agreement is expressly subordinate to the District's rights hereunder or is otherwise approved by the District in writing.

X. Developer's Representations and Warranties.

Developer hereby represents and warrants the following to District:

(i) Developer has not received written or oral notice of any contemplated condemnation proceedings against the whole or any part of the Property;

(ii) Developer has no knowledge of any pending or threatened moratorium affecting the Property, and Developer has no knowledge of any current violations of any building, zoning or other requirements of any applicable governmental authority affecting the Property;

(iii) There are no lawsuits presently pending nor, to Developer's knowledge, have any lawsuits been threatened concerning the Property or any portion thereof, or Developer's title or right to convey the Property or any portion thereof hereunder;

(iv) Except as disclosed to District as part of Developer's deliveries hereunder, Developer has possession, has an option to purchase, or can cause contribution of the Property;

(v) Developer has received no notice and has no knowledge of any pending liens, increased assessments or tax rates, or any special assessments to be made against the Property by governmental authority, except as disclosed in the Limited Offering Memorandum;

(vi) To Developer's knowledge, the Property has not been used for the storage or disposal of any hazardous or toxic substance or waste, and is otherwise free from radon, asbestos and other hazardous or toxic substances; and

(vii) Developer is neither a "foreign person" nor "foreign corporation" as those terms are defined in the United States Internal Revenue Code, as amended, and Developer shall ratify this warranty by affidavit at the time of Closing.

(b) All of Developer's representations and warranties shall be true and correct in all material respects as of each Closing Date and shall be deemed ratified by Developer's act of Closing. From and after the date of this Agreement, and until the consummation of the final Closing hereunder, Developer shall not take any action or omit to take any action which would have the effect of violating any of the representations or warranties of Developer contained in this Agreement. The representations and warranties shall survive Closing.

XI. Default by District. If District fails to perform any of the covenants of this Agreement and/or fails to close as provided herein, then Developer may terminate this Agreement or seek specific performance. Notwithstanding the foregoing, District shall be entitled to written notice and thirty (30) days: opportunity to cure any default, which time frame shall run concurrently with any other notice or cure period set forth in this Agreement, and any deadline hereunder shall be extended for the period of cure. In no event shall District be liable to Developer for monetary damages as a result of breach of this Agreement.

XII. Default by Developer. If Developer fails to perform any of the covenants of this Agreement and/or fails to close as provided herein, then District may obtain specific performance of Developer's obligations hereunder. In no event shall Developer be liable to District for damages of any kind except in the event that Developer conveys title or any interest in the Property in violation of the terms of this Agreement, thereby making it impossible to obtain specific performance of this Agreement. Notwithstanding the foregoing, Developer shall be entitled to written notice and thirty (30) days: opportunity to cure any default, which time frame shall run concurrently with any other notice or cure period set forth in this Agreement, and any deadline hereunder shall be extended for the period of cure.

XIII. Notices. All notices authorized or required herein shall be in writing and shall be considered delivered (i) three (3) days after being sent by Registered or Certified Mail, Return Receipt Requested, to Developer or District at their respective addresses set forth below and deposited in the U.S. Mail or (ii) when delivered by a recognized commercial delivery service which obtains a receipt to confirm delivery, with the understanding that such address or addresses may be changed only by giving appropriate notice, in writing, to the other party of such change of address:

Developer: Ave Maria Development, LLLP

Attn: Mr. Brian Goguen
2600 Golden Gate Parkway
Naples, Florida 34105

Copy to: Matthew L. Grabinski, Esquire
Coleman, Yovanovich & Koester, P.A.
4001 Tamiami Trail North, Suite 300
Naples, Florida 34103

District: Todd Wodraska
Special District Services, Inc.
The Oaks Center
2501A Burns Road
Palm Beach Gardens, Florida 33410

Copy to: Alyssa C. Willson
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

XIV. Miscellaneous.

(a) Entire Agreement; Amendments. This Agreement, between Developer and District, constitutes the entire agreement by and between the parties hereto with respect to the subject matter hereof and thereof and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, by and between the parties hereto with respect to such subject matter. No representations, warranties or agreements have been made or, if made, have been relied upon by either party, except as specifically set forth herein. This Agreement may not be amended or modified in any way except by a written instrument executed by each party hereto.

(a) Binding Effect. All terms and provision of this Agreement shall be binding upon, inure for the benefit of and be enforceable by and against the parties hereto and their respective personal or other legal representatives, heirs, successors and assigns.

(b) Waivers. The waiver by either party of the prompt and complete performance, or breach or violation, of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach or violation, and the waiver by either party of the exercise of any right or remedy that it may possess shall not operate as, nor be construed to be, the waiver of such right or remedy by any other party or parties or a bar to the exercise of such right or remedy by such party or parties upon the occurrence of any subsequent breach or violation.

(c) Headings. The article headings in this Agreement are for convenient reference only and shall not have the effect of modifying or amending the expressed terms and provisions of this Agreement, nor shall they be used in connection with the interpretation hereof.

- (d) Pronouns; Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.
- (e) Time. Time shall be of the essence.
- (f) Severability. The invalidity of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement or any part hereof, all of which are inserted conditionally on their being valid in law, and, in the event that a provision of this Agreement shall be declared invalid by a court of competent jurisdiction, this Agreement shall be construed as if such invalid provisions had not been inserted.
- (g) Counterparts. This Agreement may be executed in any number of counterparts, all of which when taken together shall be deemed to be an original and one and the same instrument.
- (h) Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Florida.
- (i) Jurisdiction and Venue. Each of the parties irrevocably and unconditionally: (i) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Collier County; (ii) consents to the jurisdiction of each such court in any suit, action or proceeding; and (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts.
- (j) Assignment. Neither party may assign this Agreement without the written consent of the other.
- (k) Further Assurances. Each party will, whenever and as often as it shall be reasonably requested to do so by the other party, execute, acknowledge and deliver any and all documents so requested or as are necessary in order to carry out the intent and purposes of this Agreement.

[Signatures on Following Page]

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

AVE MARIA DEVELOPMENT, LLLP, a Florida
Limited liability limited partnership

By: Barron Collier Corporation, a Florida
corporation, its Managing Partner

By: _____

Name: _____

Title: _____

By: Nua Baile, LLC, a Florida limited liability
company, a general partner

By: _____

Name: _____

Title: _____

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**, an independent special purpose district
Established Chapter 2004-461, Laws of Florida

By: _____

Name: _____

Title: _____

**AGREEMENT REGARDING THE COMPLETION OF
REMAINING CONSTRUCTION OBLIGATIONS
SERIES 2016, 2018, 2020 AND 2022 BONDS**

This Agreement is made and entered into as of this _____ day of _____, 2023, by and between:

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, a local unit of special-purpose government established pursuant to Chapter 2004-461, Laws of Florida, and located in Collier County, Florida (the "District"); and

CC AVE MARIA, LLC, a Florida limited liability company and developer of lands within the boundaries of the District, whose address is 2020 Salzedo Street, Suite 200, Coral Gables, Florida 33134, its successors and assigns and **CC AVE MARIA ESTATES, LLC**, a Florida limited liability company and developer of lands within the boundaries of the District, whose address is 2020 Salzedo Street, Suite 200, Coral Gables, Florida 33134, its successors and assigns (collectively the "Developer" together with the District, the "Parties").

RECITALS

WHEREAS, the District has adopted a Capital Improvement Plan prepared by the District Engineer, dated May 2, 2006, for the planning, design, acquisition, construction, and installation of various infrastructure improvements and facilities within the boundaries of the District as further detailed in the supplemental engineer's reports adopted in conjunction with the 2016, 2018, 2020 and 2022 Series Bonds (the "Improvements"); and,

WHEREAS, the Developer is the owner and/or developer of certain lands known as Maple Ridge at Ave Maria Phases 1 through 7 and Silverwood at Ave Maria Phase 1 through 4 (the "Project") and located within the boundaries of the District (the "Development"); and,

WHEREAS, the Developer is contemporaneously conveying the lands described on Exhibit "A" to the District (the "Lands"); and,

WHEREAS, some or all of the Improvements on the Lands have received Preliminary Acceptance from Collier County, but have not received Final Acceptance from Collier County (the "Land Improvements"); and,

WHEREAS, the Developer is obligated to complete the Land Improvements in order to achieve Final Acceptance from Collier County (the "Remaining Construction Obligations"); and,

WHEREAS, the District agrees to grant, and the conveyance of the Lands is subject to, the right of Developer and its contractors, subcontracts, employees, agents and representatives (the "Developer Parties") at all times to access and use the Lands and Land Improvements for purposes related to the Development (the "Access and Use Right"), including, without limitation, (i) completion of the Remaining Construction Obligations and (ii) the development, construction, sale and servicing of homes and related amenities and infrastructure within, associated with and/or required for the Project (the "Project Improvements"); and,

WHEREAS, the Developer is willing to convey, and the District is willing to accept, the Lands pursuant to the Acquisition Agreements associated with the Series 2016, 2018, 2020 and 2022 Bonds, respectively, subject to the Access and Use Right and otherwise on the terms and conditions outlined herein;

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

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

2. ACCESS AND USE RIGHT.

- a. The District hereby grants to Developer and Developer Parties the Access and Use Right and agrees to permit the Developer and Developer Parties to complete the Remaining Construction Obligations and the Project Improvements on the Lands and Land Improvements after the District takes ownership of said Lands. The Parties acknowledge and agree that all provisions of the Completion Agreements associated with the Series 2016, 2018, 2020 and 2022 Bonds shall remain in full force and effect.
- b. All of the Remaining Construction Obligations shall be performed in accordance with and in the same manner as provided in any agreement between the District and/or Developer and the appropriate unit of local government.

3. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either party 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 damages and/or specific performance, but in all events excluding consequential, special or punitive damages. The District shall be solely responsible for enforcing its rights and obligations under this Agreement against any interfering third party. Nothing contained in this Agreement shall limit or impair the Developer's right to protect its rights from interference by a third party to this Agreement.

4. 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 the Developer.

5. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer, both the District and the Developer have complied with all the requirements of law, and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

6. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, as follows:

- a. If to Developer:

CC Ave Maria, LLC
2020 Salzedo Street, Suite 200
Coral Gables, Florida 33134
Attn: Mike Levak and Steven J. Vainder

CC Ave Maria Estates, LLC
2020 Salzedo Street, Suite 200
Coral Gables, Florida 33134
Attn: Mike Levak and Steven J. Vainder

With a copy to:
Attn: Mathew Grabinski
4001 Tamiami Trail North, Suite 300
Naples, FL 34103

b. If to District:

Ave Maria Stewardship Community District
2501A 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: District Counsel

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 the Developer may deliver Notice on behalf of the District and the Developer. 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.

7. **ARM'S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.
8. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the 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 or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.
9. **ASSIGNMENT.** No party may assign its rights, duties or obligations under this Agreement or any monies to become due hereunder without the prior written consent of each other party, which

consent shall not be unreasonably withheld; provided, however, the Developer shall assign this Agreement to any developer or sub-developer of all or a significant portion of the lands within the District without obtaining the prior written consent of the District.

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

11.EFFECTIVENESS. This Agreement shall be effective after execution by both the District and the Developer.

12.PUBLIC RECORDS. The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may be treated as such in accordance with Florida law.

13.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.

14.SOVEREIGN IMMUNITY. Developer 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, as amended, or other statutes or law.

15.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.

16.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. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signatures on following page]

ATTEST:

**CC AVE MARIA, LLC, a
Florida limited liability company**

By:

Witness Name: _____ Print Name:

Title:

Witness Name:

ATTEST:

**CC AVE MARIA ESTATES, LLC, a
Florida limited liability company**

By:

Witness Name: _____ Print Name:

Title:

Witness Name:

ATTEST:

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

By: _____

Todd Wodraska, as District Manager
of Supervisors

Thomas R. Peek, as Chairman of the Board

Exhibit "A"

(MR 5A)

Tract "R-1", Maple Ridge at Ave Maria, Phase 5A, according to the plat thereof, recorded in Plat Book 64, pages 12 through 19, of the Public Records of Collier County, Florida.

Tract "L-1", Maple Ridge at Ave Maria, Phase 5A, according to the plat thereof, recorded in Plat Book 64, pages 12 through 19, of the Public Records of Collier County, Florida.

Tract "L-2", Maple Ridge at Ave Maria, Phase 5A, according to the plat thereof, recorded in Plat Book 64, pages 12 through 19, of the Public Records of Collier County, Florida.

Tract "L-3", Maple Ridge at Ave Maria, Phase 5A, according to the plat thereof, recorded in Plat Book 64, pages 12 through 19, of the Public Records of Collier County, Florida.

(MR 5B)

Tract "R-1", Maple Ridge at Ave Maria, Phase 5B, according to the plat thereof, recorded in Plat Book 64, pages 42 through 48, of the Public Records of Collier County, Florida LESS AND EXCEPT those lands described as Maple Ridge at Ave Maria, Phase 5B Replat, according to the plat thereof, recorded in Plat Book 66, pages 54 through 55 of the Public Records of Collier County Florida;

AND

Tract "R-1", Maple Ridge at Ave Maria, Phase 5B Replat, according to the plat thereof, recorded in Plat Book 66, pages 54 through 55 of the Public Records of Collier County Florida

(MR 6A)

Tract "R-1", Maple Ridge at Ave Maria Phase 6A, according to the plat thereof, recorded in Plat Book 66, pages 56 through 57, of the Public Records of Collier County, Florida.

(MR 6B)

Tract "R", Maple Ridge at Ave Maria Phase 6B, according to the plat thereof, recorded in Plat Book 66, pages 75 through 79, of the Public Records of Collier County, Florida.

Tract "L-1", Maple Ridge at Ave Maria Phase 6B, according to the plat thereof, recorded in Plat Book 66, pages 75 through 79, of the Public Records of Collier County, Florida.

Tract "L-2", Maple Ridge at Ave Maria Phase 6B, according to the plat thereof, recorded in Plat Book 66, pages 75 through 79, of the Public Records of Collier County, Florida.

(MR 6C)

Tract "R", Maple Ridge at Ave Maria Phase 6C, according to the plat thereof, recorded in Plat Book 68, pages 87 through 89, of the Public Records of Collier County, Florida.

(MR 7A)

Tract "R", Maple Ridge at Ave Maria Phase 7A, according to the plat thereof, recorded in Plat Book 70, pages 28 through 34, of the Public Records of Collier County, Florida.

Tract "L-1", Maple Ridge at Ave Maria Phase 7A, according to the plat thereof, recorded in Plat Book 70, pages 28 through 34, of the Public Records of Collier County, Florida.

Tract "L-2", Maple Ridge at Ave Maria Phase 7A, according to the plat thereof, recorded in Plat Book 70, pages 28 through 34, of the Public Records of Collier County, Florida.

(SW 1)

Tract "R", Silverwood at Ave Maria (Phase 1), according to the plat thereof, recorded in Plat Book 63, pages 95 through 102, of the Public Records of Collier County, Florida.

Tract "L-1", Silverwood at Ave Maria (Phase 1), according to the plat thereof, recorded in Plat Book 63, pages 95 through 102, of the Public Records of Collier County, Florida.

Tract "L-2", Silverwood at Ave Maria (Phase 1), according to the plat thereof, recorded in Plat Book 63, pages 95 through 102, of the Public Records of Collier County, Florida.

Tract "L-3", Silverwood at Ave Maria (Phase 1), according to the plat thereof, recorded in Plat Book 63, pages 95 through 102, of the Public Records of Collier County, Florida.

(SW 2)

Tract "R-2", Silverwood at Ave Maria (Phase 2), according to the plat thereof, recorded in Plat Book 67, pages 88 through 93, of the Public Records of Collier County, Florida.

Tract "R-3", Silverwood at Ave Maria (Phase 2), according to the plat thereof, recorded in Plat Book 67, pages 88 through 93, of the Public Records of Collier County, Florida.

Tract "L6", Silverwood at Ave Maria (Phase 2), according to the plat thereof, recorded in Plat Book 67, pages 88 through 93, of the Public Records of Collier County, Florida.

**FIRST AMENDMENT TO AGREEMENT BETWEEN THE
AVE MARIA STEWARDSHIP COMMUNITY DISTRICT
AND MAPLE RIDGE AT AVE MARIA HOMEOWNERS ASSOCIATION, INC. FOR
FACILITY MAINTENANCE AND REPAIR SERVICES**

THIS FIRST AMENDMENT (the “Amendment”) is made and entered into this ____ day of _____ 2023, by and between:

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, a local unit of special purpose government established pursuant to Chapter 2004-461, Laws of Florida, and located in Collier County, Florida, whose address is 2501A Burns Road, Palm Beach Gardens, Florida 33410 (the “District”); and

MAPLE RIDGE AT AVE MARIA HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 2020 Salzedo Street, Suite 200, Coral Gables, Florida 33134 (the “Association” and, together with the District, the “Parties”).

RECITALS

WHEREAS, the Parties previously entered into that certain *Agreement between the Ave Maria Stewardship Community district and Maple Ridge at Ave Maria Homeowners Association, Inc. for Facility Management and Repair Services*, dated May 2, 2017 (the “Agreement”); and

WHEREAS, Section 22 of the Agreement provides that the Parties may amend the Agreement when such amendment is in writing and authorized by both Parties; and

WHEREAS, the Parties now desire to amend the Agreement as set forth in more detail below.

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:

SECTION 1. INCORPORATION OF RECITALS. The recitals stated above are true and correct and are incorporated as a material part of this Amendment.

SECTION 2. AMENDMENT OF AGREEMENT.

A. Section 3G shall be added to the Agreement as follows:

G. *Operation of Association Gate and Guardhouse Improvements.* The Association agrees that it shall operate, or otherwise require the operation, of any gate, guardhouse, or other improvements located on or within the Property that could be operated to block public access to any District Improvements in a manner which permits public access to the District Improvements as the District in its sole

discretion determines is required pursuant to any applicable District bond indenture documents in order to ensure such bonds tax-exempt status or as the District otherwise determines in its sole discretion is required by Florida law. This obligation shall remain so long as there are any bonds or associated refinancing bonds outstanding or the District owns District Improvements on or within the Property. In the event the District reasonably determines that the Association has violated the operation requirements of this section 3.G., the parties agree that the District, as its sole and exclusive remedies, may take immediate action at the Association's expense to remove or otherwise modify any Association improvements to ensure public access to District Improvements in accordance with this this section and may also seek injunctive or other relief requiring the Association at the Association's expense to immediately remove any improvements necessary to ensure public access to District Improvements in accordance with this this section.

B. Section 8 of the Agreement is hereby amended and replaced in full as follows:

SECTION 8. INDEMNIFICATION. Association agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers employees, and representatives, including litigation or any appellate proceedings with respect thereto. Association agrees to require by written contract any contractor and subcontractors hired in connection with this Agreement to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death property damage or of any nature, arising out of, or in connection with, the acts or omissions of such contractors and subcontractors, including litigation or any appellate proceedings with respect thereto. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered. This right of indemnification shall not apply if the District or its officers, agents or employees are adjudged to be grossly negligent or engaged in wanton or willful misconduct. Further, neither party shall be entitled to consequential damages as a right or remedy for any breach of this Agreement.

Section 15C shall be added to the Agreement as follows:

C. Sections 3.G., 8, 9, 12, 14, 15.C., 17, 19, 20, 21, 22, 23, 24, 25, 26, 28, and 29 shall survive any termination of this Agreement until there are no outstanding District bonds or associated refinancing bonds that financed any infrastructure located within or on the Property and the District determines in its sole discretion that the guarantee of public access provided by section 3.G. is no longer necessary.

D. Section 22. of the Agreement is hereby amended and replaced in full as follows:

SECTION 22. AMENDMENTS. Upon platting of any lands within the purview of the District and Association, **Exhibit B** of the Agreement shall be automatically amended to incorporate such property. The Parties may choose, but are not required, to add such property through written amendment in accordance with this section. 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 the Association.

E. Section 24. of the Agreement is hereby amended and replaced in full as follows:

SECTION 24. NOTICES. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight Delivery service, to the parties, as follows:

A. If to the District: Ave Maria Stewardship Community District
2501A 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: District Counsel

B. If to the Association: Maple Ridge at Ave Maria Homeowners Association, Inc.
2020 Salzedo Street, Suite 200
Coral Gables, FL 33134
Attn: Lisette Viera

With a copy to: Miami Management, Inc.
1145 Sawgrass Corporate Parkway
Sunrise, Florida 33323
Attn: Rad Diaz

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 the Association may deliver Notice on behalf of the District and the Association, respectively. 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.

F. Exhibit B of the Agreement is hereby amended and replaced with the attached **Exhibit A**.

SECTION 3. AFFIRMATION OF THE AGREEMENT. The Agreement is hereby affirmed and continues to constitute a valid and binding agreement between the Parties. Except as described in Section 2 of this Amendment, nothing herein shall modify the rights and obligations of the Parties under the Agreement. All of the remaining provisions, including, but not limited to, the engagement of services, indemnification, and sovereign immunity provisions, remain in full effect and fully enforceable.

SECTION 4. AUTHORIZATION. The execution of this Amendment has been duly authorized by the appropriate body or official of the Parties, both Parties have complied with all the requirements of law, and both the Parties have full power and authority to comply with the terms and provisions of this Amendment.

SECTION 5. EXECUTION IN COUNTERPARTS. This Amendment 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

IN WITNESS WHEREOF, the parties execute this Amendment the day and year first written above.

Attest:

**AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

**MAPLE RIDGE AT AVE MARIA
HOMEOWNERS ASSOCIATION, INC.**

(Signature of Witness)

By: _____

Title: _____

(Print Name of Witness)

Exhibit A: Property Description

EXHIBIT A
PROPERTY

- Maple Ridge at Ave Maria Phase 3, Plat Book 56, Pages 41-49, of the public records of Collier County, Florida;
- Maple Ridge Phase 3 Replat, Plat Book 59, Pages 18-22, of the public records of Collier County, Florida;
- Coquina at Maple Ridge Phase 1, Plat Book 57, Pages 55-57, of the public records of Collier County, Florida;
- Tract “L-2” and Tract “L-3”, according to the plat of Ave Maria Unit Two, Park of Commerce, Plat Book 48, Pages 22-28, of the public records of Collier County, Florida;
- Maple Ridge Phase 4, Plat Book 60, Pages 85-90, of the public records of Collier County, Florida;
- Coquina at Maple Ridge - Phase 2 and 3, Plat Book 61, Pages 31-35, of the public records of Collier County, Florida;
- Hampton Village Lots 17 and 18 Replat, Plat Book 55, Page 22, of the public records of Collier County, Florida;
- Hampton Village Phase 1 Replat, Plat Book 53, Pages 82-83, of the public records of Collier County, Florida;
- Maple Ridge Amenity Center at Ave Maria, Plat Book 63, Pages 7-8, of the public records of Collier County, Florida;
- Maple Ridge Estates Model Lots, Plat Book 57, Pages 87-88, of the public records of Collier County, Florida;
- Maple Ridge at Ave Maria Phase 1, Plat Book 54, Pages 42-47, of the public records of Collier County, Florida;
- Maple Ridge at Ave Maria Phase 2, Plat Book 54, Pages 87-91, of the public records of Collier County, Florida;
- Maple Ridge at Ave Maria Phase 3, Plat Book 56, Pages 41-49, of the public records of Collier County, Florida;
- Maple Ridge at Ave Maria Phase 5A, Plat Book 64, Pages 12-19, of the public records of Collier County, Florida;

- Maple Ridge at Ave Maria Phase 5B, Plat Book 64, Pages 42-48, of the public records of Collier County, Florida;
- Maple Ridge at Ave Maria, Phase 5B Replat, Plat Book 66, Pages 54-55, of the public records of Collier County, Florida;
- Maple Ridge at Ave Maria Phase 5B, Second Replat, Plat Book 68, Pages 4-7, of the public records of Collier County, Florida;
- Maple Ridge Phase 6A, Plat Book 66, Pages 56-57, of the public records of Collier County, Florida;
- Maple Ridge at Ave Maria Phase 6B, Plat Book 66, Pages 75-80, of the public records of Collier County, Florida;
- Maple Ridge at Ave Maria Phase 6C, Plat Book 68, Pages 87-89, of the public records of Collier County, Florida;
- Maple Ridge Reserve at Ave Maria, Phase 1, Plat Book 59, Pages 51-53, of the public records of Collier County, Florida;
- Silverwood at Ave Maria (Phase 1), Plat Book 63, Pages 95-102, of the public records of Collier County, Florida;
- Silverwood at Ave Maria (Phase 2), Plat Book 67, Pages 88-93, of the public records of Collier County, Florida.
- Maple Ridge at Ave Maria Phase 7A, Plat Book 70, Pages 28-34, of the public records of Collier County, Florida

**AGREEMENT BETWEEN THE AVE MARIA STEWARDSHIP COMMUNITY
DISTRICT AND MAPLE RIDGE AT AVE MARIA HOMEOWNERS ASSOCIATION,
INC. FOR FACILITY MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT is made and entered into this 2ND day of MAY, 2017,
by and between:

AVE MARIA STEWARDSHIP COMMUNITY DISTRICT, a local unit of
special-purpose government established pursuant to Chapter 2004-461, Laws of
Florida, and located in Collier County, Florida (the "District"), and

MAPLE RIDGE AT AVE MARIA HOMEOWNERS ASSOCIATION, INC.,
a Florida corporation.

RECITALS

WHEREAS, the District was created and established on April 23, 2004, by Act passed by
the Florida Legislature, Chapter 2004-461, Laws of Florida, for the purpose of planning,
financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District presently owns various systems, facilities and infrastructure
including, but not limited to, landscape and hardscape, reuse distribution facilities and
stormwater management facilities ("District Improvements"); and

WHEREAS, the District desires to retain an independent contractor to operate, maintain
and repair the improvements and otherwise provide the services ("**Services**") set forth in **Exhibit
A** attached hereto, across the lands ("**Property**") identified in **Exhibit B**; and

WHEREAS, the Association is a Florida not-for-profit corporation owning, operating and
maintaining various improvements and facilities for the community that the District serves; and

WHEREAS, the residents within the community that is served by both the Association and
the District benefit from the District Improvements and may be required to pay for the cost of
maintaining such improvements, regardless whether such maintenance is conducted by the
Association or the District; and

WHEREAS, for ease of administration, potential cost savings to property owners and
residents and the benefits of full time on-site inspection, operation and maintenance personnel,
the District desires to contract with the Association to inspect, maintain and repair District
Improvements; and

WHEREAS, the Association represents that it is qualified, through its officers, employees,
contractors and affiliates, to inspect, maintain and repair District Improvements and desires to
contract with the District to do so in accordance with the terms of this Agreement; and

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

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

SECTION 2. DEFINITIONS.

- A. *“Extraordinary Event”* – The term “Extraordinary Event” refers to any non-routine, non-recurring, or unforeseen event – other than an event that will be addressed through Routine Maintenance and Repairs – that will, or has, resulted in: (1) harm to the District’s Improvements; (2) suspension of any essential service to the District relating to the District’s Improvements; or (3) a violation of federal, state or local law, regulation or ordinance relating to the District’s Improvements.
- B. *“Inspections”* – The term “Inspections” shall refer to those services as set forth in Exhibits A and B.
- C. *“Routine Maintenance and Repairs”* – The term “Routine Maintenance and Repairs” shall refer to those services as set forth in Exhibit A. Routine Maintenance and Repairs shall not include repairs to the District Improvements that significantly affect the structural integrity of the District Improvements.

SECTION 3. ASSOCIATION’S MAINTENANCE AND INSPECTION OBLIGATIONS.

- A. *General Duties.* Association shall be responsible for the routine inspection, maintenance and repair of District Improvements in an efficient, lawful and satisfactory manner as follows:
 - i. *Inspection Services.* Association shall provide Inspections for the District Improvements and report any irregularities to the District Manager, or his designated representative, and shall correct any irregularities in accordance with the terms of this Agreement. Association, as part of the District’s annual budget process and in consideration of the Association’s Inspections, shall provide input to assist the District in establishing an appropriate capital improvement reserve fund, which fund is intended to address costs associated with servicing, repairing and replacing the District Improvements other than the costs for Inspections and Routine Maintenance and Repairs.
 - ii. *Maintenance and Repairs.* Association shall be responsible for the oversight, coordination and performance of Routine Maintenance and Repairs.

All work shall be performed in a neat and professional manner reasonably acceptable to the District and shall be in accordance with industry standards. All inspection, maintenance and repair responsibilities for District Improvements, other than Inspections and Routine Maintenance and Repairs, shall remain the sole responsibility of the District.

- B. *Investigation and Report of Accidents/Claims.* Association shall promptly investigate and provide a full written report to the District Manager as to all accidents or claims for damage relating to the management, maintenance, and operation of the District Improvements. Such report shall at a minimum include a description of any damage or destruction of property and the estimated cost of repair. Association shall cooperate and make any and all reports required by any insurance company or the District in connection with any accident or claim. Association shall not file any claims with the District's insurance company without the prior consent of the District Board of Supervisors.
- C. *Adherence to District Rules, Regulations and Policies.* Association shall ensure that Association's officers, employees, contractors and affiliates are familiar with all District policies and procedures and are informed with respect to the rules, regulations and notices as may be promulgated by the District from time to time and Association shall ensure that said persons conform therewith. Association assures the District that all third parties will be dealt with at arm's length, and that the District's interest will be best served at all times.
- D. *Care of the District Improvements.* Association shall use all due care to protect the property of the District, its residents and landowners from damage by Association or its officers, employees, contractors and affiliates. Association agrees to repair any damage resulting from the activities and work of the Association or its officers, employees, contractors and affiliates. The District is not responsible for the cost of repairs from damage resulting from the acts or omissions of the Association or its officers, employees, contractors and affiliates.
- E. *Staffing and Billing.* Association shall be solely responsible for the staffing, budgeting, financing, billing and collection of fees, assessments, service charges, etc., necessary to perform the management and maintenance responsibilities set forth in this Agreement.
- F. *Designation of District Representative.* The District shall designate in writing a person to act as the District's representative with respect to the services to be performed under this Agreement. The District's representative shall have complete authority to transmit instructions, receive information, interpret and define the District's policies and decisions with respect to materials, equipment, elements and systems pertinent to the Association's services. The District hereby designates the District Manager to act as its representative.

SECTION 4. EXTRAORDINARY AND EMERGENCY REPAIRS.

- A. *Extraordinary Repairs.* If an Extraordinary Event occurs, the following procedure must be followed:
- i. Upon obtaining actual or constructive knowledge of the Extraordinary Event, the Association shall promptly notify the District of the Extraordinary Event, and, within a reasonable time thereafter, provide a full written report to the District Manager as to the Extraordinary Event and its effect on the District Improvements. Such report shall at a minimum include a description of:
 - a. The location of the property;
 - b. Any damage or destruction of property;
 - c. The estimated cost of repair; and
 - d. A proposed time to review the damage.
 - ii. Representatives from the District and the Association shall cooperate with each other in setting a meeting and conducting a field review of the damage for verification and documentation within forty-eight (48) hours or as otherwise agreed to by the District and the Association.
 - iii. The Association shall conduct the repairs to the satisfaction of the District, and shall be responsible for the payment of the cost of repairs.
- B. *Emergency Repairs.* If an Extraordinary Event occurs that requires an immediate response, and upon obtaining actual or constructive knowledge of the Extraordinary Event, Association shall immediately attempt to notify the District of the Extraordinary Event. In the event that the Association is unable after making reasonable efforts to contact the District in time to address the Extraordinary Event and mitigate any harm, the Association shall promptly take all steps necessary to address and mitigate the harm, until the District can be notified.
- C. Except to the extent contrary to the provisions of this Section 4, all of the provisions of Sections 3(B) through 3(F) apply to this Section 4 governing Extraordinary Events as if fully incorporated in Section 4.

SECTION 5. COMPENSATION. The District shall pay Association the sum of Ten Dollars (\$10.00) per year for the provision of management and maintenance services pursuant to the terms of this Agreement.

SECTION 6. TERM. The term of this Agreement commences upon execution and continues through September 30, 2018. The term shall be automatically renewed for additional one (1) year periods after September 30, 2018, unless the District provides at least sixty (60)

days written notice of its intent not to renew or otherwise terminates this Agreement pursuant to the terms stated herein.

SECTION 7. INSURANCE. The Association shall maintain or cause to be maintained, at its own expense throughout the term of this Agreement, the following insurance with the Association and the District, and their respective staff, consultants, agents and supervisors, all of whom shall be named as additional insureds:

- A. Worker's Compensation Insurance in accordance with the laws of the State of Florida.
- B. Commercial General Liability Insurance covering the Association's legal liability for bodily injuries, with limits of not less than \$1,000,000 combined single limit bodily injury and property damage liability.
- C. Employer's Liability Coverage with limits of at least \$1,000,000 (one million dollars) per accident or disease.
- D. Automobile Liability Insurance for bodily injuries in limits of not less than \$1,000,000 combined single limit bodily injury and for property damage, providing coverage for any accident arising out of or resulting from the operation, maintenance, or use by the Association of any owned, non-owned, or hired automobiles, trailers, or other equipment required to be licensed.

No certificate shall be acceptable to the District unless it provides that any change or termination within the policy periods of the insurance coverage, as certified, shall not be effective within thirty (30) days of prior written notice to the District. Insurance coverage shall be from a reputable insurance carrier, licensed to conduct business in the State of Florida, and such carrier shall have a Best's Insurance Reports rating of at least A-VII. If the Association fails to have secured and maintained the required insurance, the District has the right (without any obligation to do so, however) to secure such required insurance in which event, the Association shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

In the event that the Association does not directly provide the insurance required by this Section 7 by obtaining a policy in the Association's name but instead causes another entity ("Third Party Insurer") to provide such insurance through a policy issued to the Third Party Insurer that additionally affords the coverage required herein, the Association shall require by written agreement with the Third Party Insurer that the Third Party Insurer shall comply with the terms of this Section 7; that the District shall have third party rights to pursue all available legal remedies against the Third Party Insurer in the event the Third Party Insurer fails to provide such insurance without first complying with the notice provisions stated in this Section 7; and that the Third Party Insurer, as a contractor, shall indemnify the District pursuant to Section 8. The Association shall provide proof of insurance upon request by the District.

SECTION 8. INDEMNIFICATION. Association agrees to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the acts or omissions of the Association, or its officers, employees, and representatives, including litigation or any appellate proceedings with respect thereto. Association agrees to require by written contract any contractor and subcontractors hired in connection with this Agreement to indemnify, defend and hold harmless the District and its officers, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or of any nature, arising out of, or in connection with, the acts or omissions of such contractors and subcontractors, including litigation or any appellate proceedings with respect thereto. Obligations under this section shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, arbitration and/or mediation costs, litigation expenses, attorney fees, and paralegal fees (incurred in court, out of court, on appeal, or in bankruptcy proceedings) as ordered.

SECTION 9. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 10. COMPLIANCE WITH GOVERNMENTAL REGULATION. The Association shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, or ordinances.

SECTION 11. LIENS AND CLAIMS. The Association shall promptly and properly pay for all labor employed, materials purchased, and equipment hired by it to perform under this Agreement. The Association shall keep the District's property free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Association's performance under this Agreement, and the Association shall immediately discharge any such claim or lien.

SECTION 12. DEFAULT AND PROTECTION AGAINST THIRD PARTY INTERFERENCE. A default by either Party 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 damages, injunctive relief, and/or specific performance. Nothing contained in this Agreement shall limit or impair the District's right to protect its rights from interference by a third party to this Agreement.

SECTION 13. CUSTOM AND USAGE. It is hereby agreed, any law, custom, or usage to the contrary notwithstanding, that the District shall have the right at all times to enforce the conditions and agreements contained in this Agreement in strict accordance with the terms of this Agreement, notwithstanding any conduct or custom on the part of the District in refraining from so doing; and further, that the failure of the District at any time or times to strictly enforce its rights under this Agreement shall not be construed as having created a custom in any way or

manner contrary to the specific conditions and agreements of this Agreement, or as having in any way modified or waived the same.

SECTION 14. SUCCESSORS. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties to this Agreement, except as expressly limited in this Agreement.

SECTION 15. TERMINATION.

- A. The District shall have the right to terminate this Agreement effective immediately at any time due to Association's failure to perform in accordance with the terms of this Agreement. In the event of termination by the District for cause, the Association shall be required to provide the District with sufficient funds to provide for the services contemplated by this Agreement through the end of the District's fiscal year which ends on September 30.
- B. The District shall have the right to terminate this Agreement upon thirty (30) days written notice without a showing of cause. In the event of termination without cause, the Association shall have no further financial obligation to the District.

SECTION 16. PERMITS AND LICENSES. All permits and licenses required by any governmental agency directly for the District shall be obtained and paid for by the District. All other permits or licenses necessary for the Association to perform under this Agreement shall be obtained and paid for by the Association.

SECTION 17. ASSIGNMENT. Neither party may assign this Agreement without the prior written approval of the other. Any purported assignment without such written consent shall be void.

SECTION 18. INDEPENDENT CONTRACTOR STATUS. In all matters relating to this Agreement, the Association shall be acting as an independent contractor. Neither the Association nor employees of the Association, if there are any, are employees of the District under the meaning or application of any Federal or State Unemployment or Insurance Laws or Old Age Laws or otherwise. The Association agrees to assume all liabilities or obligations imposed by any one or more of such laws with respect to employees of the Association, if there are any, in the performance of this Agreement. The Association shall not have any authority to assume or create any obligation, express or implied, on behalf of the District and the Association shall have no authority to represent the District as an agent, employee, or in any other capacity.

SECTION 19. HEADINGS FOR CONVENIENCE ONLY. The descriptive headings in this Agreement are for convenience only and shall neither control nor affect the meaning or construction of any of the provisions of this Agreement.

SECTION 20. ENFORCEMENT OF AGREEMENT. In the event that either the District or the Association is required 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.

SECTION 21. AGREEMENT. This instrument shall constitute the final and complete expression of this Agreement between the District and Association relating to the subject matter of this Agreement.

SECTION 22. 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 the Association.

SECTION 23. AUTHORIZATION. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Association, both the District and the Association have complied with all the requirements of law, and both the District and the Association have full power and authority to comply with the terms and provisions of this instrument.

SECTION 24. NOTICES. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

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

With a copy to: Hopping Green & Sams, P.A.
119 S. Monroe Street, Suite 300
Tallahassee, Florida 32301
Attn: Jonathan T. Johnson

B. If to Association: Maple Ridge at Ave Maria Homeowners
Association, Inc.
2020 Salzedo Street, Suite 200
Coral Gables, FL 33134
Attn: Harold Eisenacher

With a copy to: Miami Management, Inc.
1145 Sawgrass Corporate Parkway
Sunrise, FL 33323
Attn: Rad Diaz

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 the Association may deliver Notice on behalf of the District and the Association, respectively. 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.

SECTION 25. THIRD PARTY BENEFICIARIES. This Agreement is solely for the benefit of the District and the Association 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 or corporation other than the District and the Association any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Association and their respective representatives, successors and assigns.

SECTION 26. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Venue for any dispute shall be in a court of appropriate jurisdiction in Collier County, Florida.

SECTION 27. PUBLIC RECORDS. Association understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records, and, accordingly, Association agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Association acknowledges that the designated public records custodian for the District is Todd Wodraska ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the Association shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the Association does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Association's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the Association, the Association shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF THE ASSOCIATION HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE ASSOCIATION'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT SPECIAL DISTRICT SERVICES, INC., 2501A BURNS ROAD, PALM BEACH GARDENS, FLORIDA 33410, (561)6301-4922, TWODRASKA@SDSINC.COM.

SECTION 28. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

SECTION 29. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the District and the Association as an arm's length transaction. The District and the Association participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen, and selected the language, and any doubtful language will not be interpreted or construed against any party.

SECTION 30. 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.

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

Attest:

AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT


Secretary/Assistant Secretary


Chairman, Board of Supervisors

MAPLE RIDGE AT AVE MARIA
HOMEOWNERS ASSOCIATION, INC.


(Signature of Witness)

By: 

Its: President


(Print Name of Witness)

EXHIBIT A
Services

- Roadway maintenance and repair, including but not limited to, pavement, curb and gutter, sidewalk, and signage and markings within platted roadway tracts and common areas.
- Primary irrigation facilities maintenance and repair, including but not limited to, irrigation mains, gate valves, air release valves, services, other appurtenances within platted tracts and common areas. For clarification purposes, this does not include irrigation facilities downstream of the irrigation meters on residential lots.
- Primary drainage facilities maintenance and repair, including but limited to, drainage lines, throat inlets, catch basins, junction boxes, headwalls, endwalls, and control structures within platted drainage easements. For clarification purposes, this does not include any secondary drainage facilities located at the rear of residential lots.
- Landscaping maintenance and repair, including but not limited to, mowing, trimming, and pruning of all vegetation within platted roadway tracts and common areas. This shall also include secondary irrigation lines, irrigation heads, clocks/timers, and other appurtenances.
- Lake maintenance and repair, including but not limited to, aquatic weed control, littoral plantings, rip rap, and lake slopes within platted lake maintenance easements.

EXHIBIT B
Property

- Maple Ridge at Ave Maria Phase 3, Plat Book 56, Pages 41-49, of the public records of Collier County, Florida;
- Maple Ridge Phase 3 Replat, Plat Book 59, Pages 18-22, of the public records of Collier County, Florida;
- Coquina at Maple Ridge Phase 1, Plat Book 57, Pages 55-57, of the public records of Collier County, Florida;
- Tract "L-2" and Tract "L-3", according to the plat of Ave Maria Unit Two, Park of Commerce, Plat Book 48, Pages 22-28, of the Public Records of Collier County, Florida; and
- Maple Ridge Phase 4, Plat Book 60, Pages 85-90, of the public records of Collier County, Florida.

CONTRACT PROPOSAL

J. SHANNON, INC.

General Contractor CGC048760
27700 Donegal Drive
Bonita Springs, Florida 34135
(239) 572-1000

PROPOSAL SUBMITTED TO: Donny Diaz
Ave Maria Stewardship District
5076 Annunciation Circle
Ave Maria, FL 34142

DATE: June 2, 2023

PROJECT: Oil Well Entry Fountain Signs

LOCATION: Oil Well Road and Ave Maria Boulevard
Ave Maria, FL

Subject to prompt acceptance within thirty (30) days and to all conditions in this contract, we propose to provide professional services and labor for the restoration of the Well Entry Fountain Signs:

WORK: Removal, repaint, replacement of all the LED illumination and components, reinstall on refurbished existing backer letters to remain in place during the illumination replacement.

PRICE: Twenty-One Thousand Three Hundred Thirty USD and No cents (\$21,330.00)

J. SHANNON, INC.

By:


James O. Shannon, Jr., President

The undersigned has read and accepts this proposal and all its terms and conditions as a binding contract.

DATE: _____

OWNER/REPRESENTATIVE: _____



AMENDED AND RESTATED AGREEMENT FOR SERVICES MANAGEMENT

This Amended and Restated Agreement For Services Management is made and entered this ____ day of _____, 2023 between Ave Maria Stewardship Community District (hereinafter referred to as **District**) located in Collier County, Florida (hereinafter referred to as the **County**) and Special District Services, Inc. (hereinafter referred to as **SDS** or “**District Manager**”).

WHEREAS, the primary objective of this Agreement is for **SDS** to provide management, operations and consulting services to the **District** acting as the appointed **District Manager** and agent of the District as mandated by Chapter 2004-461, *Laws of Florida*, as may be amended from time to time (the “Act”); and

WHEREAS, **District** proposes to continue to engage **SDS** to perform the tasks identified herein; and,

WHEREAS, **District** has previously engaged and hereby continues to engage **SDS**, as **District Manager** to perform the services management tasks identified in the Agreement for Management Services Between District and SDS dated April 1, 2008, as amended, (the “April 1, 2008 Agreement”); and

WHEREAS, **District** and **SDS** desire to make certain amendments and modifications to the terms and provisions of the April 1, 2008 Agreement to update and modify and restate the services to be rendered by **SDS** to **District** and the compensation to be paid by **District** to **SDS** for such services rendered under this Agreement; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

SECTION I — RECITALS

The recitals set forth hereinabove are true and correct and incorporated herein by reference.

SECTION II — PRIOR AGREEMENT

Upon execution of this Agreement, the April 1, 2008 Agreement is deemed amended and restated in its entirety as of the execution hereof and is replaced, in full, by the terms and provisions of this Amended and Restated Agreement for Services Management.

SECTION III — MANAGEMENT SERVICES

A. WORK PROGRAM — Management

Task 1. SDS will serve as the legally mandated and appointed District Manager and agent of the District as defined and as set forth in the Act and SDS shall continue to be an agent of the **District** as contemplated by Florida Statutes §768.28(9)(a) and as general manager to the **District** and an officer of the **District** and will provide those services necessary for the management and operation of the **District** including, but not limited to, preparation of agendas, legal advertisements, minutes of meetings; preparation and maintenance of mandated **District** website (in accordance with section 189.069, Florida Statutes), including ADA compliance monitoring, communications and coordination with other governmental agencies and **District** professionals, general supervision; and day to day management of the operations of the **District** in accordance with the provisions of Chapters 119 and 189, Florida Statutes, and the **District's** Act.

Task 2. SDS will maintain the **District** books, accounts, records, purchasing procedures and financial reporting procedures, process all accounts payable/receivable and prepare financial reports in accordance with District policies and rules and Florida law.

Task 3. SDS will assist the **District** in the selection of professionals and vendors or, if directed by the **District**, SDS, as an officer and general manager of the **District** will retain such professionals for the **District** in accordance with terms mutually agreed to by the parties.

Task 4. SDS, as general manager of the **District**, will provide general consulting services to **District** on a continuing basis. Consulting services include, but are not limited to, budgeting, public bidding and competitive negotiation requirements for public works projects, governmental accounting and chart of account requirements, policies and procedures, staffing and personnel requirements, and such other special district services that will need to be addressed in the immediate and long term future.

Task 5. SDS will prepare the annual assessment roll for the submittal to the **County** following adoption by the **District**. SDS will be responsible for any billing to developers for “off-roll” assessments.

Task 6. SDS will assist the **District** in the structuring or restructuring of bond issue(s) as necessary and agreed to by the **District**. Services include, but are not limited to, assistance in the preparation of the schedule of events, the financing plan, the official statement and other financing documents. A representative of SDS will be available to testify as an expert witness at any bond validation or other legal proceeding.

Task 7. SDS will provide such other services as mutually agreed to by the parties.

B. WORK PROGRAM – Field Operations Management Services

Task 1. SDS shall provide the District with field operations management services (“Field Operations Management Services”) for the various systems, facilities and infrastructure located on certain properties owned by the District but not limited to, lake systems, landscaping, street lighting, signage, roads, sidewalks, monuments, wells, pumps, and master irrigation utility system (the “Improvements”) owned by the District (the “District Property”).

- A. SDS** shall be responsible for, and authorized to perform on behalf of the District, general oversight and management of the Improvements, which shall include:
- i.** Coordination and oversight of maintenance services for the Improvements (“Maintenance Services”), including landscape maintenance services;
 - ii.** Arranging for third party independent contractors to be retained by the **District**, which contractors will perform and conduct the Maintenance Services;
 - iii.** Coordination with contractors to ensure all Maintenance Services for the Improvements are in compliance with contract specifications;
 - iv.** Interface with contractors regarding deficiencies in service or need for additional services, billings/payments, and approval of certain invoices;
 - v.** Obtaining proposals for Maintenance Services as requested by the District; and
 - vi.** Causing routine repair work or normal maintenance to be made to the District Improvements and property as may be required for the operation of the District Property, or as required under applicable government permits.

SDS shall interview such prospective third-party independent contractors and shall recommend to the **District** the hiring of such independent contractors to be retained by the **District** in order to provide Maintenance Services. **SDS** shall not be responsible for direct payments to such contractors; such payments will be made to such contractors by the District. **SDS** will be responsible for scheduling and general oversight of Maintenance Services but shall not be responsible for day-to-day supervision of the performance of such independent contractors. Payments which are to be made to such independent contractors for their services shall be issued by the **District** to such contractors.

- B.** This Agreement grants to SDS the right to enter and use the District Property for the purposes and uses described in this Agreement, and SDS hereby agrees to comply with all applicable laws, rules, and regulations while performing its obligations under this Agreement.
- C.** SDS shall conduct periodic inspections of all District Property. In the event SDS discovers any irregularities of, or needs of repair to, the District Property, SDS shall promptly correct, or cause to be corrected, any such irregularities or repairs
- D.** SDS shall immediately notify the District Engineer and Ave Maria Development concerning the need for emergency repairs of which SDS is aware when such repairs are necessary for the preservation and safety of persons and/or property.
- E.** SDS shall use commercially reasonable efforts to protect the District Property from damage by SDS, its employees or contractors. SDS agrees to promptly repair any damage to the District Property resulting from SDS’s activities and work and to notify the District of the occurrence of such damage caused by SDS’s activities within forty-eight (48) hours.

SECTION IV — COMPENSATION

A. MANAGEMENT SERVICES

Task 1-4. \$108,000 per year, payable in twelve (12) equal monthly payments of \$9,000. Said fee will be increased annually after the first year based on any increase in the Consumer Price Index (CPI). The fee for establishing and maintaining the **District** website shall be 3,000 annually, payable monthly.

Task 5. \$20,000 per year payable upon the submittal of the final Annual Assessment Roll to the **County**.

Task 6. The fee for assisting the **District** in preparing and consummating a bond issue shall be a flat fee of \$12,000 per bond issue.

Task 7. Any such fee will be mutually agreed to by the parties in writing prior to commencement of such tasks.

B. FIELD OPERATIONS MANAGEMENT SERVICES

Task 1. **SDS** shall interview prospective candidates for the Field Operations Management Services and shall select and retain a Director of Operations, an Operations Manager and two Operations Technicians (the “Field Operations Management Services Staff”). Upon such employment by **SDS**, **District** shall pay **SDS** for Field Operations Management Services in accordance with the attached **Exhibit 1**. In the event of a vacancy of the any of positions comprising the Field Operations Management Services Staff, the **District** shall deduct from its compensation a prorated amount based on number of days in such month such position was vacant based upon such position’s salary. For purposes of any such prorated calculation of payment, **SDS** shall inform the **District** of such position’s current or anticipated salary and upon request provide evidence of same in the form of redated pay information or other alternate records. In no event shall annual compensation to **SDS** for Field Operations Management Services exceed six hundred thousand dollars (\$600,000.00) for the initial twelve (12) months of this Agreement.

In addition to compensation for its services as general manager and **District Manager** of the **District** as set forth in Section IV A. Tasks 1 – 7, above, and Section IV B. Task 1 as set forth in Exhibit 1 and herein, **SDS** shall be reimbursed for **out-of-pocket expenses** incurred in the performance of the services defined herein (i.e. photocopies, postage, long distance telephone calls, mileage, etc.). **SDS** will submit monthly invoices to **District** for work performed under the terms of this Agreement including any proration described herein. Payment shall become due and payable within fifteen (15) days of receipt. Compensation for additional services covered under Section II, Task 7 shall be in accordance with the terms mutually agreed to by the parties. Total compensation may be adjusted annually each October 1 in accordance the United States Bureau of Labor Statistics consumer price index for Urban Wage Earners and Clerical Workers in the Southeast Region with a maximum annual increase of three percent (3%).

NOTE: There will likely be other costs associated with the management of the **District** such as the Engineer's report, financial advisory fees, legal fees and legal advertising. These functions will be performed by third parties and are not a part of this agreement.

SECTION V — DOCUMENTS

All documents, maps, drawings, data and worksheets prepared by **SDS** under this Agreement shall be the property of the **District**, upon payment in full of all fees and costs set forth above.

SECTION VI—INSURANCE

The **District** shall provide and maintain Public Official Liability and General Liability insurance policies, each in an amount not less than One Million Dollars (\$1,000,000.00) throughout the term of this Agreement.

SDS shall provide and maintain the following levels of insurance coverage at all times throughout the term of this Agreement:

1. Workers' Compensation Insurance in accordance with the laws of the State of Florida.
2. Professional Liability Insurance with limit of no less than One Million Dollars (\$1,000,000.00) per each occurrence.
3. Comprehensive Automobile Liability Insurance for all vehicles used by the **SDS'** staff, whether owned or hired, with a combined single limit of One Million Dollars (\$1,000,000.00).
4. Occurrence basis comprehensive general liability insurance (including a broad form contractual coverage) with minimum limits of \$2,000,000.00 respectively, protecting **SDS** and **District** from claims for bodily injury (including death) and property damage which may arise from or in connection with the performance of the **SDS** services under this Agreement, from or out of any act or omission of **SDS**, its officers, directors, agents, and employees.

Except with respect to Professional Liability and Workers' Compensation insurance policies, the District and its officers, supervisors, staff, and employees will be listed as additional insureds on each insurance policy described above. None of the policies above may be canceled during the term of this Agreement (or otherwise cause the District to not be named as an additional insured where applicable) without thirty (30) days written notice to the District. SDS will furnish the District with a Certificate of Insurance evidencing compliance with this section upon request. Insurance should be from a reputable insurance carrier, licensed to conduct business in the State of Florida.

If SDS fails to secure or maintain the required insurance, the District has the right (without any obligation to do so) to secure such required insurance, in which event SDS shall pay the cost for that required insurance and shall furnish, upon demand, all information that may be required in connection with the District's obtaining the required insurance.

SECTION VII - TERM AND TERMINATION OF AGREEMENT

This Agreement shall be continuous beginning with the date the Agreement is signed.

This Agreement may be terminated as follows:

- A. By the **District** for “good cause” immediately, which shall include, but is not limited to, misfeasance, malfeasance, nonfeasance, or dereliction of duties by **SDS**. Termination for “good cause” shall be effected by written (electronic) notice to **SDS**.
- B. By the **SDS** for “good cause” immediately, which shall include, failure of the District to timely pay **SDS** for services rendered in accordance with the terms set forth in this Agreement, malfeasance, nonfeasance, or dereliction of duties by the District, or upon request or demand by the Board, or any member thereof, for **SDS** to undertake any action or implement a policy of the Board which **SDS** deems unethical, unlawful, or in contradiction of any applicable federal, state, or municipal law or rule. Termination for “good cause” shall be effected by written (electronic) notice to **District**.
- C. By the **SDS** or **District**, for any reason, upon provision of a minimum of sixty (60) days written (electronic) notice of termination to the address noted herein.
- D. Upon any termination of this Agreement, the **SDS** shall be entitled to payment for all services rendered pursuant to this Agreement up until the effective date of the termination of this Agreement, subject to whatever claims or off-sets the **District** may have against the **SDS**. **SDS** will make all reasonable efforts to provide for an orderly transfer of the books and records of the **District** to the **District** or its designee.

SECTION VIII —AMENDMENTS/ASSIGNMENTS

This Agreement represents the entire understanding between the parties.

This Agreement is non-transferable and non-assignable without the express written consent of both parties.

This Agreement may be amended only by a written addendum, addenda or amendment agreed to by both parties.

This Agreement may be executed in counterparts, all of which together shall constitute one Agreement,

This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.

SECTION IX – INDEMNIFICATION

SDS will defend, indemnify, hold harmless the **District** and its supervisors, officers, staff and employees from and against any and all liability, claims, actions, suits, demands, assessments or judgments asserted and any and all losses, liabilities, damages, costs, court costs, and expenses, including attorneys' fees, that the **District** may hereafter incur, become responsible for, or be caused to pay out, provided, however, this indemnification provision is specifically limited to those matters arising out of or relating to **SDS's** willful and intentional failure to perform under this Agreement or at law, or grossly negligent, reckless, and/or intentionally wrongful acts or omissions of **SDS**. **SDS's** payment obligations under this provision are limited to **SDS's** apportionment of liability. The indemnification provided for herein shall not be deemed exclusive of any other rights to which the **District** may be entitled and shall continue after **SDS** has ceased to be engaged under this Agreement. Additionally, in accordance with Resolution 2004-05, enacted by the **District**, **SDS** as the legally appointed District Manager, general manager and agent of the **District**, shall be entitled to the benefits, support and protections of, and shall be subject to the terms and provisions of, Resolution 2004-05 of the Ave Maria Stewardship Community District upon execution of this Agreement by all parties and upon vote of approval of this Agreement by a majority of the Board of Supervisors of the **District**. However, this Section shall be deemed to be in addition to, and not in replacement of, **SDS's** rights, privileges and immunities under Florida Statutes §768.28, and including subparagraph (9)(a) thereof, as an agent of the **District**.

SECTION X – COMPLIANCE WITH GOVERNMENTAL REGULATIONS

In performing its obligations under this Agreement, **SDS** shall keep, observe, and perform all requirements of applicable local, State, and Federal laws, rules, regulations, and ordinances. If **SDS** fails to notify the **District** in writing within five (5) days of the receipt of any notice, order, required to comply notice, or a report of a violation or an alleged violation, made by a local, State, or Federal governmental body or agency or subdivision thereof with respect to the services being rendered under this Agreement or any action of **SDS** or any of its agents, servants, employees, or materialmen, or with respect to terms, wages, hours, conditions of employment, safety appliances, or any other requirement applicable to provision of services, or fails to comply with any requirement of such agency within five (5) days after receipt of any such notice, order, request to comply notice, or report of a violation of an alleged violation, the District may terminate this Agreement, such termination to be effective upon the giving of notice of termination.

SECTION XI – COMPLIANCE WITH PUBLIC RECORDS LAWS

SDS understands and agrees that all documents of any kind provided to the **District** in connection with this Agreement may be public records, and, accordingly, **SDS** agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. **SDS** acknowledges that the designated public records custodian for the **District** is Todd Wodraska ("Public Records Custodian"). Among other requirements and to the extent applicable by law, the **SDS** shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or

confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the contract term and following the contract term if the **SDS** does not transfer the records to the Public Records Custodian of the **District**; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in **SDS**'s possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by the **SDS**, the **SDS** shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the **District** in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF SDS HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (561) 630-4922, TWODRASKA@SDSINC.ORG, AND 2501 BURNS ROAD, SUITE A, PALM BEACH GARDENS, FLORIDA 33410.

SECTION XII- LIMITS OF LIABILITY

Nothing contained herein, or otherwise arising out of SDS' performance of its duties under this Agreement, shall be deemed as a waiver of immunity or limits of liability of the **District** or of **SDS**, when acting as an agent of the District, beyond any statutory limited waiver of immunity or limits of liability contained in section 768.28, Florida Statutes, or other applicable statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity as codified by Florida Statutes and Florida appellate court decisions or otherwise by operation of law.

SECTION XIII – SCRUTINIZED COMPANIES STATEMENT.

SDS certifies that it is not in violation of section 287.135, Florida Statutes, and is not prohibited from doing business with the District under Florida law, including but not limited to Scrutinized Companies with Activities in the Sudan List or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. If SDS is found to have submitted a false statement, has been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, or is now or in the future on the Scrutinized Companies that Boycott Israel List, or engaged in a boycott of Israel, the District may immediately terminate this Agreement.

SECTION XIV – E-VERIFY REQUIREMENTS.

SDS shall comply with and perform all applicable provisions of Section 448.095, Florida Statutes. Accordingly, beginning January 1, 2021, to the extent required by Florida Statute, SDS shall register with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the SDS has knowingly violated Section 448.091, Florida Statutes. If the SDS anticipates entering into

agreements with a subcontractor for the Services, SDS will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, Florida Statutes, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. SDS shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, Florida Statutes, but SDS has otherwise complied with its obligations hereunder, the District shall promptly notify SDS. SDS agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, SDS or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes, shall promptly terminate its agreement with such person or entity. By entering into this Agreement, SDS represents that no public employer has terminated a contract with SDS under Section 448.095(2)(c), Florida Statutes, within the year immediately preceding the date of this Agreement.

SECTION XV - SEVERABILITY

In the event that any provision of this Agreement shall be determined to be unenforceable or invalid by a court of competent jurisdiction, such unenforceability or invalidity of the particular provision shall not affect the enforceability or validity of the remaining provisions of the Agreement, which shall remain in full force and effect.

SECTION XVI - MISCELLANEOUS

If either party to this Agreement shall institute any suit or legal action to enforce any of the terms or conditions of this Agreement, the substantially prevailing party shall be entitled to recover all costs incurred, including but not limited to reasonable attorney's fees, paralegal fees and expert witness fees and cost for all matters related to such litigation, and any appeal thereto. Venue for any action arising out of this Agreement shall lie in Collier County, Florida.

The **District** acknowledges and agrees that **SDS** is an officer, to wit: the legally appointed District Manager and general manager of the **District** and is not an attorney and may not render legal advice or opinions, or a financial advisor registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board and is not engaged to give advice with respect to the issuance of bonds or municipal financial products.

Time is of the essence as to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

**AVE MARIA STEWARDSHIP
COMMUNITY DISTRICT**

**SPECIAL DISTRICT SERVICES,
INC.**

By: _____

By: _____

Printed Name and Title Date

Todd Wodraska, President

Printed Name and Title Date

EXHIBIT 1- FIELD OPERATIONS MANAGEMENT SERVICES_COMPENSATION

Salaries	\$375,000
Benefits, Equipment, Overhead	\$225,000
Total	\$600,000

Salaries contemplate four full-time SDS employees committed to the District full-time:

1. Director of Operations
2. Operations Manager
3. Operations Technician
4. Operations Technician

Ave Maria Stewardship Community District
Budget vs. Actual
October 2022 through May 2023

	<u>Oct '22 - May 23</u>	<u>22/23 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Expenditures				
01-1130 · Payroll Tax Expense	336.60	612.00	-275.40	55.0%
01-1131 · Supervisor Fees	4,400.00	8,000.00	-3,600.00	55.0%
01-1310 · Engineering	62,478.50	55,000.00	7,478.50	113.6%
01-1311 · Management Fees	49,810.64	84,000.00	-34,189.36	59.3%
01-1313 · Website Management	1,666.64	2,500.00	-833.36	66.67%
01-1315 · Legal Fees	50,727.48	75,000.00	-24,272.52	67.64%
01-1320 · Audit Fees	20,300.00	18,100.00	2,200.00	112.16%
01-1330 · Arbitrage Rebate Fee	2,600.00	3,250.00	-650.00	80.0%
01-1441 · Travel & Lodging	3,300.75	4,000.00	-699.25	82.52%
01-1450 · Insurance	39,517.00	37,000.00	2,517.00	106.8%
01-1480 · Legal Advertisements	4,277.00	8,000.00	-3,723.00	53.46%
01-1512 · Miscellaneous	461.90	6,000.00	-5,538.10	7.7%
01-1513 · Postage and Delivery	757.91	2,000.00	-1,242.09	37.9%
01-1514 · Office Supplies	1,503.17	3,500.00	-1,996.83	42.95%
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	20,191.13	35,000.00	-14,808.87	57.69%
01-1734 · Continuing Disclosure Fee	9,000.00	12,000.00	-3,000.00	75.0%
01-1735 · Assessment Roll	0.00	15,000.00	-15,000.00	0.0%
01-1801 · Landscaping - Miscellaneous	4,667.86	30,000.00	-25,332.14	15.56%
01-1808 · Irrigation Repair	90,186.56	95,000.00	-4,813.44	94.93%
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	69,737.20	50,000.00	19,737.20	139.47%
01-1816 · Electric-Streetlights,Landscape	77,963.92	85,000.00	-7,036.08	91.72%
01-1817 · Maintenance Street Sweeping	0.00	1,000.00	-1,000.00	0.0%
01-1818 · Striping & Traffic Markings	133,400.70	100,000.00	33,400.70	133.4%
01-1819 · Street Light Maintenance	133,983.96	110,000.00	23,983.96	121.8%
01-1820 · Maint Sidewalk/Curb Repairs	131,354.46	150,000.00	-18,645.54	87.57%
01-1830 · Maintenance Contracts	446,369.10	630,000.00	-183,630.90	70.85%

Ave Maria Stewardship Community District
Budget vs. Actual
October 2022 through May 2023

	Oct '22 - May 23	22/23 Budget	\$ Over Budget	% of Budget
01-1831 · Tree Trimming	123,463.42	146,000.00	-22,536.58	84.56%
01-1832 · Storm Cleanup - Landscaping	61,419.67	25,000.00	36,419.67	245.68%
01-1833 · Plant Replacement	119,723.78	90,000.00	29,723.78	133.03%
01-1834 · Mulch	70,580.40	140,000.00	-69,419.60	50.42%
01-1838 · Water Management & Drain	2,100.00	4,000.00	-1,900.00	52.5%
01-1839 · Entry Feature/Near Well Water	4,981.54	4,500.00	481.54	110.7%
01-1840 · Maintenance Misc. Utilities	17.20	0.00	17.20	100.0%
01-1841 · Maintenance Irrigation Water	63,008.80	85,000.00	-21,991.20	74.13%
01-1842 · Maint Fountain/Repair	44,591.49	25,000.00	19,591.49	178.37%
01-1843 · Maintenance Rodent Control	6,650.00	8,000.00	-1,350.00	83.13%
01-1844 · Maint Equipment Repair	2,307.81	8,000.00	-5,692.19	28.85%
01-1845 · Maint Signage Repair	12,662.41	15,000.00	-2,337.59	84.42%
01-1846 · Maint Storm Drain Cleaning	0.00	50,000.00	-50,000.00	0.0%
01-1847 · Mnt Drainage/Lke Mnt/Littorals	38,472.00	75,000.00	-36,528.00	51.3%
01-1848 · Maintenance Aerators	0.00	2,000.00	-2,000.00	0.0%
01-1850 · Maint-Preserve Maintenance	65,044.75	60,000.00	5,044.75	108.41%
01-1853 · Maintenance Small Tools	10,782.16	3,500.00	7,282.16	308.06%
01-1854 · Maint Miscellaneous Repairs	26,168.88	0.00	26,168.88	100.0%
01-1855 · Maint Vehicle Lease/Fuel/Repair	22,449.63	20,000.00	2,449.63	112.25%
01-1856 · Maint Mosquito Control	158,735.59	500,000.00	-341,264.41	31.75%
01-1858 · Maint Temp EMS/Fire Facility	80,000.00	90,000.00	-10,000.00	88.89%
01-1861 · Maint Office Utilities	621.71	0.00	621.71	100.0%
01-1862 · Maintenance Technicians	33,749.19	110,000.00	-76,250.81	30.68%
01-1863 · Maint Base Management Fee	14,233.94	20,000.00	-5,766.06	71.17%
01-1864 · Maintenance Admin Payroll	20,782.36	55,000.00	-34,217.64	37.79%
01-1867 · Asset Manager	0.00	50,000.00	-50,000.00	0.0%
01-1868 · Landcaping-Phase 2-Capital Prj	195,294.00	225,000.00	-29,706.00	86.8%
01-1890 · Maint-Reserve Fund	0.00	27,500.00	-27,500.00	0.0%
01-1891 · Maint Contingency	4,925.00	15,000.00	-10,075.00	32.83%
Total Expenditures	2,541,933.21	3,524,462.00	-982,528.79	72.12%