



Rizzetta & Company

Cross Creek North Community Development District

**Board of Supervisors' Meeting
November 9, 2021**

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

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

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

Board of Supervisors	Robert Porter Mark Dearing Shane Ricci Anthony Sharp James Teagle	Chairman Vice Chairman Assistant Secretary Assistant Secretary Assistant Secretary
District Manager	Lesley Gallagher	Rizzetta & Company, Inc.
District Counsel	Katie Buchanan	Hopping Green & Sams, P.A.
District Engineer	Brad Weeber	England-Thims and Miller, Inc.

All cellular phones must be placed on mute while in the meeting room.

The first section of the meeting is called Audience Comments, which is the portion of the agenda where individuals may make comments on Agenda Items. The final section of the meeting will provide an additional opportunity for Audience Comments on other matters of concern that were not addressed during the meeting. Individuals are limited to a total of three (3) minutes to make comments during these times.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting/hearing/workshop is asked to advise the District Office at least forty-eight (48) hours before the meeting/hearing/workshop by contacting the District Manager at (904) 436-6270. 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), who can aid you in contacting the District Office.

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

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

District Office · St. Augustine, Florida · (904) 436-6270
Mailing Address – 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614
www.crosscreeknorthcdd.org

November 2, 2021

**Board of Supervisors
Cross Creek North Community
Development District**

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Cross Creek North Community Development District will be held on **November 9, 2021 at 3:30 p.m.** at the Cross Creek North Amenity Center located at 2895 Big Oak Drive, Green Cove Springs, FL 32043. The following is the agenda for this meeting:

1. **CALL TO ORDER/ROLL CALL**
2. **AUDIENCE COMMENTS ON AGENDA ITEMS**
3. **BUSINESS ADMINISTRATION**
 - A. Consideration of the Minutes of Meeting from the Regular Board Meeting held on August 10, 2021.....Tab 1
 - B. Ratification of Operation and Maintenance Expenditures for May 2021, June 2021, July 2021, August 2021 and September 2021.....Tab 2
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Amenity Manager Report
 - 1.) Amenity Manager Report, November 9, 2021.....Tab 3
 - D. Landscape Report
 - 1.) GreenPoint Landscape Report, October 2021.....Tab 4
 - E. District Manager
 - 1.) Acceptance of Technology Services Contractual Assignment.....Tab 5
5. **BUSINESS ITEMS**
 - A. Discussion Regarding Speed Bumps
 - B. Consideration of Proposals for CDD Maintenance Areas Phase 2A.....Tab 6
 - C. Consideration of Charles Aquatics Proposal for Pond 14 Vegetation Removal.....Tab 7
 - D. Ratification of Fiscal Year 2021-2022 District Insurance Policy Renewal.....Tab 8
 - E. Consideration of Proposals for Holiday Lighting.....Tab 9
 - F. Consideration of Proposals for Pool Equipment Repairs Following Inspection.....Tab 10
6. **AUDIENCE COMMENTS AND SUPERVISOR REQUESTS**
7. **ADJOURNMENT**

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

CALL TO ORDER / ROLL CALL

**AUDIENCE COMMENTS ON
AGENDA ITEMS**

BUSINESS ADMINISTRATION

Tab 1

MINUTES OF MEETING

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

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of Cross Creek North Community Development District was held on **Tuesday, August 10, 2021 at 3:30 p.m.** at the Cross Creek North Amenity Center located at 2895 Big Oak Drive, Green Cove Springs, FL 32043.

Present and constituting a quorum:

Robert Porter	Board Supervisor, Chairman
Mark Dearing	Board Supervisor, Vice Chairman
Shane Ricci	Board Supervisor, Assistant Secretary
Anthony Sharp	Board Supervisor, Assistant Secretary
James Teagle	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Michelle Rigoni	District Counsel, Hopping Green & Sams
Steve Howell	Field Operations Manager, Vesta Property Services

Audience present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Porter opened the Board of Supervisors' meeting at 3:30 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

An audience member had questions about Phase 2 improvements.

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THIRD ORDER OF BUSINESS

**Consideration of the Minutes of Meeting
from the Audit Committee Meeting held on
May 11, 2021**

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Minutes of Meeting from the Audit Committee Meeting held on May 11, 2021 for the Cross Creek North Community Development District.

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FOURTH ORDER OF BUSINESS

**Consideration of the Minutes of Meeting
from the Regular Board of Supervisors'
Regular Meeting held on May 11, 2021**

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Minutes of Meeting from the Regular Board Meeting held on May 11, 2021 for the Cross Creek North Community Development District.

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FIFTH ORDER OF BUSINESS

**Ratification of the Operation and
Maintenance Expenditures for April 2021**

On a motion by Mr. Teagle, seconded by Mr. Dearing, with all in favor, the Board ratified the Operation and Maintenance Expenditures for April 2021 in the amount of \$24,815.48 for the Cross Creek North Community Development District.

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SIXTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
No report.
- B. District Engineer
Not present.
- C. Amenity Manager
 - 1.) Amenity Manager Report, August 10,
 - 2.) Consideration of Proposal for Preventative Maintenance Inspection for PoolMr. Howell reviewed his report found under Tab 4 of the agenda. Mr. Howell also updated the Board on the challenges that they have been facing due to numerous vendor delays.

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the proposal from VakPak for a preventative maintenance inspection in the amount of \$540.80 for the Cross Creek North Community Development District.

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the proposal from AlphaDog for access card readers to be added to the restroom door at an expense of \$3,000 upfront and an ongoing expensive of \$20.00 monthly, for the Cross Creek North Community Development District.

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D. Landscape Report

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1.) GreenPoint Landscape Report, August 2021

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Mr. Ellis reviewed the Landscape Report behind Tab 6 of the agenda and noted that the crew had been out on weekends to try and catch up after weeks of rain.

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E. 1.) District Manager

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Ms. Gallagher noted that the next meeting is schedule for September 14, 2021.

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SEVENTH ORDER OF BUSINESS

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Consideration of Proposal for Engineering Services

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The Board reviewed one (1) proposal for Engineering Services from E.T.M.

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the proposal from E.T.M. for District Engineering Services for the Cross Creek North Community Development District.

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EIGHTH ORDER OF BUSINESS

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Ratification of Approval of GreenPoint Plant Replacement Proposal

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On a motion by Mr. Teagle, seconded by Mr. Dearing, with all in favor, the Board ratified approval of the GreenPoint Plant Replacement proposal in the amount of \$12,601.50 for the Cross Creek North Community Development District.

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NINTH ORDER OF BUSINESS

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Ratification of Approval of Proposals from Charles Aquatics and GreenPoint, Amending Service Areas

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board ratified approval of Charles Aquatics proposal and GreenPoint proposal to add an additional pond in Phase 1A to the current scope, for the Cross Creek North Community Development District.

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TENTH ORDER OF BUSINESS

**Consideration of Proposal Adding Track A3
to Landscape Maintenance Scope**

The Board reviewed a proposal to add the drainage easement area of Tract A3 to the Landscape Scope as well as the proposal from GreenPoint for renewal.

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the additional track, which is also included with the GreenPoint Renewal Proposal and the Renewal itself, for the Cross Creek North Community Development District.

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ELEVENTH ORDER OF BUSINESS

**Consideration of Resolution 2021-05,
Designating Date, Time and Location of
Regular Meetings for Fiscal Year 2021-2022**

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved Resolution 2021-05, Designating Date, Time and Location for Regular Meetings of the Fiscal Year 2021-2022, as presented, for the Cross Creek North Community Development District.

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TWELFTH ORDER OF BUSINESS

**Public Hearing on Fiscal Year 2021-2022
Final Budget**

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board opened Public Hearing on Fiscal Year 2021-2022 Final Budget for the Cross Creek North Community Development District.

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Ms. Gallagher reviewed the proposed Budget for Fiscal Year 2021-2022 and the Board took public comments regarding the arbitrage report, landscaping issues, amenity center staffing concerns and pool chemicals.

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board closed Public Hearing on Fiscal Year 2021-2022 Final Budget for the Cross Creek North Community Development District.

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1.) Consideration of Resolution 2021-06, Adopting Fiscal Year 2021-2022 Final Budget

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adopted Resolution 2021-06, Approving Fiscal Year 2021-2022 Final Budget, as presented on Exhibit A, for the Cross Creek North Community Development District.

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THIRTEENTH ORDER OF BUSINESS

**Public Hearing on Fiscal Year 2021-2022
Special Assessments**

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board opened Public Hearing on Fiscal Year 2021-2022 Special Assessments for the Cross Creek North Community Development District.

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Public comments included questions regarding the location of unplatted property and assessment amounts.

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board closed Public Hearing on Fiscal Year 2021-2022 Special Assessments for the Cross Creek North Community Development District.

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2.) Consideration of Resolution 2021-07, Imposing Special Assessments

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adopted Resolution 2021-07, Imposing Special Assessments for the Cross Creek North Community Development District.

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FOURTEENTH ORDER OF BUSINESS

***Consideration of Acquisition of Phase 2
Improvements (Under Separate Cover)***

Ms. Rigoni reviewed the Consideration of Acquisition of Phase 2 Improvements with Resolution authorizing the Acquisition of Phase 2A, 2B-1, 2B-2, 2B-2F and conveyance of portions of improvements to Clay County (Exhibit B) explaining that certain improvements would be turned over to the operation and maintenance entity, either Clay County Utility Authority or Clay County.

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board authorized acceptance and approved Resolution 2021-08 in substantial form, subject to District Engineer's clarification, for the Cross Creek North Community Development District.

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It was noted streetlights are not CDD responsibility by Supervisor Ricci.

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FIFTEENTH ORDER OF BUSINESS

Acceptance of Second Addendum to Professional District Services Agreement

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board accepted Second Addendum to Professional District Services Agreement for the Cross Creek North Community Development District.

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SIXTEENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

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No supervisor request.

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Comments regarding pool concerns were raised, lap pool, splash pad and an audience member requested for the PH balance on the pool to be posed daily on the message board.

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Audience members had questions about who was on the CDD Board, amenity center plans and expansion, amenity damage, restroom cleaning and position description of the facility attendant. Comments and questions were also raised regarding additional signage at round about, speed cameras, speed bumps and speeding, and use of E-Blast.

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SEVENTEENTH ORDER OF BUSINESS

Adjournment

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adjourned meeting at 5:00 p.m. for the Cross Creek North Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Exhibit A

Exhibit A

**BOARD OF SUPERVISORS MEETING DATES
CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2021-2022**

The Board of Supervisors of the Cross Creek North Community Development District will hold their regular meetings for Fiscal Year 2021-2022 at the Cross Creek North CDD Amenity Center, 2895 Big Oak Drive, Green Cove Springs, FL 32043, at 3:30 p.m., unless otherwise indicated as follows:

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING DATES
FOR FISCAL YEAR 2021/2022**

November 9, 2021
December 14, 2021
January 11, 2022
March 8, 2022
April 12, 2022
May 10, 2022
June 14, 2022
July 12, 2022
August 9, 2022
September 13, 2022

All meetings will convene at 3:30 p.m. at The Cross Creek North CDD Amenity Center located at 2895 Big Oak Drive, Green Cove Springs, FL 32043

Exhibit B

RESOLUTION 2021-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT APPROVING THE ACQUISITION OF CERTAIN PHASES 2A, 2B-1, 2B-2, 2B-2F AND OFFSITE IMPROVEMENTS AND CONVEYANCE OF PORTIONS OF IMPROVEMENTS TO CLAY COUNTY, FLORIDA; PROVIDING GENERAL AUTHORIZATION; AND ADDRESSING SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Cross Creek North Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (“**Act**”); and

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District which plan is detailed in the *Preliminary Engineer’s Report* dated March 21, 2017 (“**Capital Improvement Plan**,” or “**CIP**”); and

WHEREAS, *Agreement by and between Cross Creek North Community Development District and D.R. Horton, Inc. – Jacksonville Regarding the Acquisition of Work Project, Improvements, and Real Property*, dated December 27, 2018, by and between the District and D.R. Horton, Inc. – Jacksonville (“**Developer**”) which set forth the process by which the District may acquire the improvements and work product comprising the CIP; and

WHEREAS, the Developer has advanced, funded, commenced and completed certain improvements, specifically the Phases 2A, 2B-1, 2B-2 and 2B-2F master improvements and offsite utility improvements (collectively, “**Improvements**”) located within and without the boundaries of the District as contemplated in the CIP and more particularly described as **Exhibit A**; and

WHEREAS, at this time, the Developer wishes to sell to the District, and the District desires to acquire, the Improvements and subsequently convey certain portions to Clay County, Florida (“**County**”).

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT:

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

2. **AUTHORIZATION FOR ACQUISITION AND CONVEYANCE OF PHASES 2A, 2B-1, 2B-2, 2B-2F IMPROVEMENTS AND OFFSITE IMPROVEMENTS.** The Board of Supervisors (“**Board**”) hereby authorizes the acquisition of the Phase 2A, 2B-1, 2B-2 and 2B-2F and

Offsite Improvements, as described in **Exhibit A**, and the subsequent conveyance of certain portions of Improvements to the County, as contemplated in the CIP, using the documents substantially in the forms set forth in **Comp. Exhibit B**.

3. GENERAL AUTHORIZATION. The Board and staff are hereby authorized and directed to do all such acts and things, and to execute and deliver all such documents as may be necessary to carry out and comply with the provisions of this Resolution, and all such actions which are in conformity with the intent and purposes of this Resolution, whether heretofore or hereafter taken or done, shall be and are hereby ratified, confirmed and approved. The Vice Chairperson shall be authorized to undertake any action herein authorized to be taken by the Chairperson, in the absence or unavailability of the Chairperson, and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary. Further, each Assistant Secretary and the Secretary are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairperson or Vice Chairperson or any other member of the Board as they appear on any documents which may be necessary or helpful in connection with the intent of this Resolution.

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

5. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

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

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PASSED AND ADOPTED this 10th day of August 2021.

ATTEST:

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: Description of Phases 2A, 2B-1, 2B-2, 2B-2F and Offsite Improvements
Comp. Exhibit B: Form of Documents - Acquisition and Conveyance of Phase 2A, 2B-1, 2B-2,
2B-2F and Offsite Improvements

Exhibit A:

Description of Phases 2A, 2B-1, 2B-2, 2B-2F and Offsite Improvements

Phase 2A

All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as Cold Stream Lane, Oak Stream Drive, Cold Leaf Way and Little Farm Lane, identified in the plat known as Cross Creek Unit 2A, recorded at Plat Book 64, Page 55, of the Official Records of Clay County, Florida, and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2A)*, dated October 19, 2020, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

Those surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract H (Stormwater Management) and within the easements labeled “Unobstructed Maintenance Easements,” “Unobstructed Access and Drainage Easements” and “Drainage Easements,” identified in the plat known as Cross Creek Unit 2A, recorded at Plat Book 64, Page 55, of the Official Records of Clay County, Florida, and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2A)*, dated October 19, 2020, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

All roadway improvements (including but not limited to grading, subgrade, base, asphalt and curbing) and drainage improvements (including but not limited to curb inlets and underground piping), located within the rights-of-way designated as Cold Stream Lane, Oak Stream Drive, Cold Leaf Way and Little Farm Lane, identified in the plat known as Cross Creek Unit 2A, recorded at Plat Book 64, Page 55, of the Official Records of Clay County, Florida, and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2A)*, dated October 19, 2020, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

Phase 2B-1

All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as _____, identified in the proposed plat known as Cross Creek Unit 2B-1 and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-1)*, dated January 26, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

Those surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract _____ (Stormwater Management) and within the easements labeled “Unobstructed Maintenance Easements,” “Unobstructed Access and Drainage Easements” and “Drainage Easements,” identified in the proposed plat known as Cross Creek Unit 2B-1 and constructed pursuant to that certain *Standard Abbreviated*

Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-1), dated January 26, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

All roadway improvements (including but not limited to grading, subgrade, base, asphalt and curbing) and drainage improvements (including but not limited to curb inlets and underground piping), located within the rights-of-way designated as _____, identified in the **proposed plat known as Cross Creek Unit 2B-1** and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-1)*, dated January 26, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

Phase 2B-2

All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as _____, identified in the **proposed plat known as Cross Creek Unit 2B-2** and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-2)*, dated February 5, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

Those surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within **Tract _____** (Stormwater Management) and within the easements labeled “Unobstructed Maintenance Easements,” “Unobstructed Access and Drainage Easements” and “Drainage Easements,” identified in the **proposed plat known as Cross Creek Unit 2B-2** and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-2)*, dated February 5, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

All roadway improvements (including but not limited to grading, subgrade, base, asphalt and curbing) and drainage improvements (including but not limited to curb inlets and underground piping), located within the rights-of-way designated as _____, identified in the **proposed plat known as Cross Creek Unit 2B-2** and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-2)*, dated February 5, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC.

Phase 2B-2F

All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as _____, identified in the **proposed plat known as Cross Creek Unit 2B-2F** and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-2F)*, dated January 12, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

Those surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract _____ (Stormwater Management) and within the easements labeled “Unobstructed Maintenance Easements,” “Unobstructed Access and Drainage Easements” and “Drainage Easements,” identified in the _____ identified in the **proposed plat known as Cross Creek Unit 2B-2F** and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-2F)*, dated January 12, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

All roadway improvements (including but not limited to grading, subgrade, base, asphalt and curbing) and drainage improvements (including but not limited to curb inlets and underground piping), located within the rights-of-way designated as _____, identified in the **proposed plat known as Cross Creek Unit 2B-2F** and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-2F)*, dated January 12, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

Offsite Improvements

All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within _____, and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Offsite Utilities)*, dated January 7, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC.

COST CHART OF PHASES 2A, 2B-1, 2B-2, 2B-2F AND OFFSITE IMPROVEMENTS

Improvement	Total Contract Cost	CDD Eligible Cost	Amount Paid To Date
Offsite Earthwork			
Offsite Sewer			
Offsite Water			
Offsite Reuse			
Offsite Drainage			
2A Earthwork			
2A Storm & Drainage			
2A Paving			
2A Sewer			
2A Water			
2A Reuse			
2B-1 Earthwork			
2B-1 Storm & Drainage			
2B-1 Paving			
2B-1 Sewer			
2B-1 Water			
2B-1 Reuse			
2B-2 Earthwork			
2B-2 Storm & Drainage			
2B-2 Paving			
2B-2 Sewer			
2B-2 Water			
2B-2 Reuse			
2B-2F Earthwork			
2B-2F Storm & Drainage			
TOTALS:			

Comp. Exhibit B:

Form of Documents:

Acquisition and Conveyance of Phases 2A, 2B-1, 2B-2, 2B-2F and Offsite Improvements

[COMPANY LETTERHEAD]

Cross Creek North Community Development District
c/o Rizzetta & Company, Inc.
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614

RE: Cross Creek North Community Development District
Acquisition of Phases 2A, 2B-1, 2B-2, 2B-2F & Offsite Improvements

Dear District Manager,

Pursuant to the *Agreement by and between the Cross Creek North Community Development District and D.R. Horton, Inc. - Jacksonville, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property*, dated December 27, 2018, and the *Preliminary Engineer's Report*, dated March 21, 2017 ("**Engineer's Report**") you are hereby notified that D.R. Horton, Inc. - Jacksonville ("**D.R. Horton**") has completed and wishes to sell to the District certain improvements ("**Improvements**") as further detailed in **Exhibit A** attached hereto. D.R. Horton wishes to convey the Improvements, which were included in the Engineer's Report, to the District in exchange for the payment of \$_____, and representing the actual cost of creating and/or constructing the Improvements.

Sincerely,

D.R. HORTON, INC. - JACKSONVILLE

Printed Name: _____

Title: _____

cc: Katie S. Buchanan, District Counsel
_____, P.E., District Engineer

Exhibit A:

Description of Phases 2A, 2B-1, 2B-2, 2B-2F and Offsite Improvements

Phase 2A

All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as Cold Stream Lane, Oak Stream Drive, Cold Leaf Way and Little Farm Lane, identified in the plat known as Cross Creek Unit 2A, recorded at Plat Book 64, Page 55, of the Official Records of Clay County, Florida, and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2A)*, dated October 19, 2020, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

Those surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract H (Stormwater Management) and within the easements labeled "Unobstructed Maintenance Easements," "Unobstructed Access and Drainage Easements" and "Drainage Easements," identified in the plat known as Cross Creek Unit 2A, recorded at Plat Book 64, Page 55, of the Official Records of Clay County, Florida, and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2A)*, dated October 19, 2020, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

All roadway improvements (including but not limited to grading, subgrade, base, asphalt and curbing) and drainage improvements (including but not limited to curb inlets and underground piping), located within the rights-of-way designated as Cold Stream Lane, Oak Stream Drive, Cold Leaf Way and Little Farm Lane, identified in the plat known as Cross Creek Unit 2A, recorded at Plat Book 64, Page 55, of the Official Records of Clay County, Florida, and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2A)*, dated October 19, 2020, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

Phase 2B-1

All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as _____, identified in the proposed plat known as Cross Creek Unit 2B-1 and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-1)*, dated January 26, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

Those surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract ____ (Stormwater Management) and within the easements labeled "Unobstructed Maintenance Easements," "Unobstructed Access and Drainage Easements" and "Drainage Easements," identified in the proposed plat known as Cross Creek Unit 2B-1 and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-1)*, dated January 26, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

All roadway improvements (including but not limited to grading, subgrade, base, asphalt and curbing) and drainage improvements (including but not limited to curb inlets and underground piping), located within the rights-of-way designated as _____, identified in the proposed plat known as Cross Creek Unit 2B-1 and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-1)*, dated January 26, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

Phase 2B-2

All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as _____, identified in the proposed plat known as Cross Creek Unit 2B-2 and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-2)*, dated February 5, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

Those surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract ____ (Stormwater Management) and within the easements labeled "Unobstructed Maintenance Easements," "Unobstructed Access and Drainage Easements" and "Drainage Easements," identified in the proposed plat known as Cross Creek Unit 2B-2 and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-2)*, dated February 5, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

All roadway improvements (including but not limited to grading, subgrade, base, asphalt and curbing) and drainage improvements (including but not limited to curb inlets and underground piping), located within the rights-of-way designated as _____, identified in the proposed plat known as Cross Creek Unit 2B-2 and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-2)*, dated February 5, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC.

Phase 2B-2F

All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within the rights-of-way designated as _____, identified in the proposed plat known as Cross Creek Unit 2B-2F and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-2F)*, dated January 12, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

Those surface water management systems, including but not limited to lakes, ponds, water control structures, pipes, junction boxes, grates, inlets, weirs, outfalls, end sections and other water conveyance structures, as well as all catch-basins and related stormwater facilities, located within Tract ____ (Stormwater Management) and within the easements labeled "Unobstructed Maintenance Easements," "Unobstructed Access and Drainage Easements" and "Drainage Easements," identified in the identified in the proposed plat known as Cross Creek Unit 2B-2F and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner*

and Contractor (Cross Creek Phase 2B-2F), dated January 12, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

All roadway improvements (including but not limited to grading, subgrade, base, asphalt and curbing) and drainage improvements (including but not limited to curb inlets and underground piping), located within the rights-of-way designated as _____, identified in the proposed plat known as Cross Creek Unit 2B-2F and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-2F)*, dated January 12, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, as amended and supplemented.

Offsite Improvements

All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, pumps, laterals to the point of connection, lift stations, manholes, equipment and appurtenances thereto, located within _____, and constructed pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Offsite Utilities)*, dated January 7, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC.

COST CHART OF PHASES 2A, 2B-1, 2B-2, 2B-2F AND OFFSITE IMPROVEMENTS

Improvement	Total Contract Cost	CDD Eligible Cost	Amount Paid To Date
Offsite Earthwork			
Offsite Sewer			
Offsite Water			
Offsite Reuse			
Offsite Drainage			
2A Earthwork			
2A Storm & Drainage			
2A Paving			
2A Sewer			
2A Water			
2A Reuse			
2B-1 Earthwork			
2B-1 Storm & Drainage			
2B-1 Paving			
2B-1 Sewer			
2B-1 Water			
2B-1 Reuse			
2B-2 Earthwork			
2B-2 Storm & Drainage			
2B-2 Paving			
2B-2 Sewer			
2B-2 Water			
2B-2 Reuse			
2B-2F Earthwork			
2B-2F Storm & Drainage			
TOTALS:			

AFFIDAVIT REGARDING COSTS PAID
(PHASES 2A, 2B-1, 2B-2, 2B-2F & OFFSITE IMPROVEMENTS)

STATE OF _____
COUNTY OF _____

I, _____, of **D.R. Horton, Inc. - Jacksonville**, a Delaware corporation (“**D.R. Horton**”), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is _____ and I have authority to make this affidavit on behalf of D.R. Horton as shown below.
3. D.R. Horton is the developer of certain lands within the Cross Creek North Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* (“**District**”).
4. The District’s *Preliminary Engineer’s Report*, dated March 21, 2017 (“**Engineer’s Report**”) describes certain public infrastructure improvements and/or work product that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. D.R. Horton has expended funds to develop and/or acquire certain of the public infrastructure improvements and/or work product described in the Engineer’s Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and/or work product that have been completed to date and states the amounts that D.R. Horton has spent on those improvements and/or work product. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Grantor agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. In making this affidavit, I understand that the District intends to rely on this affidavit for purposes of acquiring the infrastructure improvements and/or work product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

Under penalties of perjury, I declare that I have read the foregoing *Affidavit Regarding Costs Paid* and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this ____ day of _____, 2021.

D.R. Horton, Inc. - Jacksonville, a Delaware corporation

Name: _____
Title: _____

The foregoing instrument was sworn and subscribed before me by means of physical presence or online notarization this ____ day of _____, 2021, by _____, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Exhibit A – Description of Phases 2A, 2B-1, 2B-2, 2B-2F & Offsite Improvements

**ACKNOWLEDGMENT AND RELEASE
(PHASES 2A, 2B-1, 2B-2, 2B-2F & OFFSITE IMPROVEMENTS)**

THIS ACKNOWLEDGMENT AND RELEASE (“Release”) is made the ___ day of _____, 2021, by **Earthworks of Florida, LLC**, having offices located at 11932 North State Road 121 Macclenny, Florida 32063 (“Contractor”), in favor of the **Cross Creek North Community Development District**, which is a local unit of special-purpose government situated in Clay County, Florida, and having offices located at 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District”).

RECITALS

WHEREAS, pursuant to that certain *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Offsite Utilities)*, dated January 7, 2021, between D.R. Horton, Inc. - Jacksonville and Earthworks of Florida, LLC, *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Offsite Utilities)*, dated January 7, 2021, *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2A)*, dated October 19, 2020, *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-1)*, dated January 26, 2021, *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Phase 2B-2)*, dated February 5, 2021, and *Standard Abbreviated Form of Agreement Between Owner and Contractor (Cross Creek Unit 2B-2F)*, dated January 12, 2021 (collectively, “Contract”), between Contractor D.R. Horton, Inc. – Jacksonville (“Developer”), Contractor has constructed for Developer certain stormwater improvements, as described in **Exhibit A (“Improvements”)**; and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District’s right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is acquiring or has acquired from Developer the Improvements constructed by Contractor in connection with the Contract, and accordingly, the District now has the unrestricted right to rely upon the terms of the Contract related to the Improvements for the same. However, the District’s acquisition of the Improvements and receipt of rights under the Contract, hereunder or otherwise, does not extinguish or limit the rights and remedies of the Developer under the Contract and is without prejudice thereto. Contractor hereby consents to the assignment, transfer and conveyance (if and as applicable) of the Improvements and the Contract in whole or in part (and any rights

thereunder) as more particularly described herein. In the event any assignment of the Contract or rights thereunder is accomplished hereby or otherwise made in connection with the Improvements, Contractor recognizes that the same shall be partially limited to the Contract as it pertains to the Improvements and that the Contract shall otherwise remain in full force and effect as it pertains to any work or improvements not constituting the Improvements.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. INDEMNIFICATION. Contractor indemnifies and holds the District harmless from any claims, demands, liabilities, judgments, costs, or other actions that may be brought against or imposed upon the District in connection with the Improvements because of any act or omission of Contractor, its agents, employees, or officers. Said indemnification shall include, but not be limited to, any reasonable attorney's fees and costs incurred by the District.

SECTION 5. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies (to and for the benefit of the District and the Developer) that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$ _____ in retainage or other amounts related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

[CONTINUED ON NEXT PAGE]

SECTION 7. EFFECTIVE DATE. This Release shall take effect upon execution.

EARTHWORKS OF FLORIDA, LLC

By: _____
Its: _____

STATE OF FLORIDA)
COUNTY OF _____)

I HEREBY CERTIFY that on this ____ day of _____, 2021, before me by means of physical presence or online notarization appeared _____, of _____, and that said person signed the foregoing instrument and severally acknowledged the execution thereof to be his/her free act and deed for the uses and purposes therein mentioned. Said person is personally known to me or has produced _____ as identification and did (did not) take an oath.

EXECUTED and sealed in the County and State named above this ____ day of _____, 2021.

(NOTARIAL SEAL)

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

**DISTRICT ENGINEER'S CERTIFICATE
(PHASES 2A, 2B-1, 2B-2, 2B-2F & OFFSITE IMPROVEMENTS)**

_____, 2021

Board of Supervisors
Cross Creek North Community Development District

Re: Acquisition of Phases 2A, 2B-1, 2B-2, 2B-2F & Offsite Improvements

Ladies and Gentlemen:

The undersigned is a representative of England-Thims & Miller, Inc. ("**District Engineer**"), as District Engineer for the Cross Creek North Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from D.R. Horton, Inc. - Jacksonville, a Delaware corporation ("**Developer**") of certain stormwater improvements ("**Improvements**"), as further described in **Exhibit A** attached hereto, all as more fully described in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed observable portions of the Improvements. I have further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements are within the scope of the District's capital improvement plan as set forth in the District's *Preliminary Engineer's Report*, dated March 21, 2017 ("**Engineer's Report**") and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements, and (ii) the reasonable fair market value of the Improvements.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred to the District for operations and maintenance responsibilities (which transfers the Engineer consents to and ratifies).

6. Engineer further consents to any other partial or complete assignment, conveyance, or transfer of other work product, contracts, interests, rights or remedies associated with the Improvements or other matters contemplated in the Engineer's Report and required by the District in connection with the above referenced capital improvement plan, whether made prior to or after the execution of this Certificate.
7. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements.

FURTHER AFFIANT SAYETH NOT.

_____, P.E.

 Florida Registration No. _____
 Consulting Engineer

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ____ day of _____, 2021, by _____, P.E., on behalf of _____, who is personally known to me or who has produced _____ as identification, and did [] or did not [] take the oath.

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

Exhibit A – Description of Phases 2A, 2B-1, 2B-2, 2B-2F & Offsite Improvements

**BILL OF SALE AND LIMITED ASSIGNMENT
(PHASES 2A, 2B-1, 2B-2, 2B-2F & OFFSITE IMPROVEMENTS)**

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of _____, 2021, by **D.R. Horton, Inc. - Jacksonville**, a Delaware corporation, whose mailing address for purposes hereof is 4220 Race Track Road, St. Johns, Florida 32259 (“**Grantor**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by the **Cross Creek North Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614.

BACKGROUND STATEMENT

This instrument is intended to convey certain property rights related to certain improvements (“**Improvements**”) as further described on the attached **Exhibit A**.

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following Improvements and other property interests as described below to have and to hold for Grantee’s own use and benefit forever but only to the extent related to the Improvements (and no more) and in each case without prejudice to or limiting the rights and remedies of Grantor thereunder:
 - a. all of the transferable right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits (with the exception of lien waivers), warranties, bonds, claims, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements (and no further); and
 - b. Also, the Grantor agrees to convey or cause to be conveyed when finalized any and all transferable site plans, construction and development drawings, plans and specifications, surveys, engineering and soil reports and studies, and approvals (including but not limited to licenses, permits, zoning approvals, etc.), pertaining or applicable to or in any way connected with the development, construction, and ownership of the improvements described in such subparagraphs, but only to the extent related to the Improvements (and no further).
 - c. All goodwill associated with the foregoing.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Improvements; (ii) the Improvements are free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Improvements; and (iv) the Grantor will warrant and defend the sale of the Improvements hereby

made unto the Grantee against the lawful claims and demands of all persons making the same against the Grantee by or through Grantor.

3. All transfers, conveyances, and assignments made hereunder are made on an “as is” basis. The Grantor represents that it has no knowledge of any latent or patent defects in the Improvements. The Grantor hereby assigns, on a non-exclusive basis, to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects in the Improvements, including, but not limited to, any and all warranties and other forms of indemnification with respect to the same (subject to the Developer’s reservations of rights as more fully set forth herein). The Grantee is solely responsible for its use of the Property or interests transferred, conveyed or assigned hereunder on or after the date hereof. The District further agrees not to make revisions or modifications to any transferred, assigned or conveyed work product without prior written permission of design professional responsible for the same and that Developer is released from any liability in connection therewith, but only as to such revision or modification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee’s limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

5. As consideration for the sale of the Improvements, Grantee agrees to pay the sums set forth in the attached **EXHIBIT A** to the extent proceeds are available and eligible and pursuant to that certain *Agreement by and between the Cross Creek North Community Development District and D.R. Horton, Inc. - Jacksonville, Regarding the Acquisition of Certain Work Product, Infrastructure and Real Property*, dated December 27, 2018.

6. Grantor agrees, at the direction of the Grantee, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered.

Signed, sealed and delivered by:

WITNESSES

D.R. HORTON, INC. - JACKSONVILLE

By: _____
Name: _____

Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2021, by _____, as the _____ of D.R. Horton, Inc. - Jacksonville, who [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Exhibit A – Description of Phases 2A, 2B-1, 2B-2, 2B-2F & Offsite Improvements

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that **CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* whose mailing address is c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“**District**”), and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, to it paid by **Clay County**, a political subdivision of the State of Florida (“**County**”), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, and deliver unto the County, its successors and assigns, the following described property, assets and rights, to-wit:

All improvements described in **Exhibit A** attached hereto.

TO HAVE AND TO HOLD all of the foregoing unto the County, its successors and assigns, for its own use forever, free and clear and discharged of and from any and all obligations, claims or liens.

AND the District does hereby covenant to and with the County, its successors and assigns, that they are the lawful owners of the above-described personal property and assets; that said personal property and assets are free from all liens and encumbrances; that District has good right to sell said personal property and assets; that all contractors, subcontractors and material men furnishing labor or materials relative to the construction of the personal property and assets have been paid in full; and that District will warrant and defend the sale of its said personal property and assets hereby made, unto the County, its successors and assigns, against the lawful claims and demands of all persons whosoever.

[Signatures on next page]

IN WITNESS WHEREOF, the District has caused this instrument to be executed in its name this ____ day of _____, 2021.

Signed, sealed and delivered in the presence of:

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2021, by _____ as Chairman of the Cross Creek North Community Development District, who is personally known to me or has produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A – Description of Phases 2A, 2B-1, 2B-2, 2B-2F & Offsite Improvements

PREPARED BY AND RETURN TO:

Katie S. Buchanan, Esquire
HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

Consideration: None/Gift of Common Areas
Documentary Stamp Taxes: See Legend Below

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this ___ day of _____, 2021, by **D.R. HORTON, INC. - JACKSONVILLE**, a Delaware corporation, whose mailing address for purposes hereof is 4220 Race Track Road, St. Johns, Florida 32259 (“Grantor”) to **CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, Florida Statutes, whose address 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“Grantee”).

(Wherever used herein the terms “Grantor” and “Grantee” include all of the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations or governmental entities.)

WITNESSETH:

Grantor, for and in consideration of the sum of Ten and No/100 U.S. Dollars (\$10.00), and other good and valuable consideration to it in hand paid by Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and conveyed to Grantee, and Grantee’s successors and assigns, forever, the land lying and being in the County of Clay, State of Florida, as more particularly described below (“Property”):

COLD STREAM LANE, OAK STREAM DRIVE, COLD LEAF WAY AND LITTLE FAWN LANE, TRACTS B AND J (OPEN SPACE), TRACTS C, D, E, F AND G (PARK), TRACT H (STORMWATER MANAGEMENT FACILITY AND DRAINAGE EASEMENT), TRACT I (FUTURE DEVELOPMENT AREA) TRACTS K AND L (CONSERVATION TRACTS), CROSS CREEK UNIT 2A, RECORDED IN PLAT BOOK 64, PAGE 55, OF THE OFFICIAL RECORDS OF CLAY COUNTY, FLORIDA.

SUBJECT, HOWEVER, to all matters, restrictions, easements, encumbrances, limitations, reservations and covenants of record, if any, but this reference shall not operate to reimpose the same, together with taxes for 2021 and subsequent years (if any), and all applicable governmental, zoning and land use regulations.

TOGETHER, with all tenements, hereditaments, and appurtenances thereto belonging or in any way appertaining.

TO HAVE AND TO HOLD unto Grantee and Grantee's successors and assigns in fee simple forever.

Grantor hereby specially warrants the title to the Property subject to the above-referenced encumbrances and restrictions and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but no others.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

WITNESSES

D.R. HORTON, INC. - JACKSONVILLE,
a Delaware corporation

By: _____
Name: _____

Name: _____
Title: _____

By: _____
Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this ___ day of _____, 2021, by _____, as the _____ of D.R. Horton, Inc. - Jacksonville, a Delaware corporation, on behalf of the company, who [] is personally known to me or [] produced _____ as identification.

(NOTARY SEAL)

Notary Public Signature

(Name typed, printed or stamped)
Notary Public, State of _____
Commission No. _____
My Commission Expires: _____

Tab 2

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.CROSSCREEKNORTHCDD.ORG

Operation and Maintenance Expenditures May 2021 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2021 through May 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$38,113.25**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Alpha Dog Audio, Video, Security, LLC	001473	13629	Alarm Access Control 04/21	\$ 30.00
Alpha Dog Audio, Video, Security, LLC	001479	14402	Alarm Access Control 05/21	\$ 30.00
Alpha Dog Audio, Video, Security, LLC	001490	15037	Prox Cards 05/21	\$ 750.00
Anthony K. Sharp	001488	AS051121	Board of Supervisors Meeting 05/11/21	\$ 200.00
Charles Aquatics, Inc.	001483	41480	Monthly Aquatic Maintenance for 11 Ponds 05/21	\$ 776.00
Clay County Utility Authority	2021061821-1	Clay Water Summary 04/21	Clay Water Summary 04/21	\$ 979.60
Clay Electric Cooperative, Inc.	20210505-1	Electric Summary 04/21	Electric Summary 04/21	\$ 2,862.00
Clay Electric Cooperative, Inc.	2021061821-2	Electric Summary 05/21	Electric Summary 05/21	\$ 2,464.00
Comcast	20210505-2	849574 144 1963216 05/21	Phone Internet & Cable 05/21	\$ 301.85
Comcast	2021061821-3	849574 144 1963216 06/21	Phone Internet & Cable 06/21	\$ 301.86
Grau & Associates	001480	20920	Audit Services FYE 09/30/2020	\$ 1,000.00
GreenPoint Inc	001484	49863	Monthly Maintenance 05/21	\$ 9,000.00
Hopping Green & Sams	001474	122007	General Legal Services 03/21	\$ 1,567.50

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

May 1, 2021 Through May 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
J. Lucas & Associates, Inc.	001475	4564	Engineering Services 07/20 & 08/20	\$ 1,000.00
J. Lucas & Associates, Inc.	001481	4666	Engineering Services 03/21	\$ 1,425.00
Phil Lentsch dba. Office Dynamics	001485	00032263	Printing Of Agenda Booklets 01/21	\$ 51.14
Phil Lentsch dba. Office Dynamics	001485	00032765	Printing Of Agenda Booklets 05/21	\$ 61.40
Republic Services of Florida, Limited Partnership	2021061821-4	0687-001139781	Waste Disposal Services 06/21	\$ 84.24
Rizzetta & Company, Inc.	001476	INV0000058141	District Management Services 05/21	\$ 3,965.50
Rizzetta Technology Services, LLC	001477	INV000007464	Website Hosting Services 05/21	\$ 100.00
Robert Porter	001486	BP051121	Board of Supervisors Meeting 05/11/21	\$ 200.00
Shane T. Ricci	001487	SR051121	Board of Supervisors Meeting 05/11/21	\$ 200.00
Vesta Property Services, Inc	001478	383187	Amenity Facility Supplies 04/21	\$ 1,205.98
Vesta Property Services, Inc	001482	383991	Maintenance Services 04/21	\$ 4,524.75
Vesta Property Services, Inc	001489	383992	Maintenance Services 05/21	\$ 4,524.75
Vesta Property Services, Inc	001489	384188	Amenity Facility Supplies 04/21	<u>\$ 507.68</u>
Report Total				<u>\$ 38,113.25</u>

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.CROSSCREEKNORTHCCDD.ORG

Operation and Maintenance Expenditures

June 2021

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2021 through June 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$24,099.27**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

June 1, 2021 Through June 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Alpha Dog Audio, Video, Security, LLC	1495	15180	Alarm Access Control 06/21	\$ 30.00
Charles Aquatics, Inc.	1496	41710	Monthly Aquatic Maintenance for 11 Ponds 06/21	\$ 776.00
Clay County Utility Authority	2021063021-1	Clay Water Summary 05/21	Clay Water Summary 05/21	\$ 1,204.32
Comcast	2021063021-2	849574 144 1963216 06/21	Phone Internet & Cable 06/21	\$ 285.54
Florida Department of Health in Clay County	1494	10-BID-5303444	Pool Permit #10-60-1862168 Renewal FY 2021/2022	\$ 250.00
Florida Department of Health in Clay County	1494	10-BID-5303480	Splash Pad Permit #10-60-1862172 Renewal FY 2021/2022	\$ 125.00
GreenPoint Inc	1497	50257	Monthly Maintenance 06/21	\$ 9,000.00
Hopping Green & Sams	1498	122781	General Legal Services 04/21	\$ 2,658.00
OPC News LLC dba Clay Today	1491	386761	Acct# 991837 Legal Advertising 04/21	\$ 210.60
Rizzetta & Company, Inc.	1492	INV0000058912	District Management Services 06/21	\$ 3,965.50
Rizzetta Technology Services, LLC	1493	INV000007558	Website Hosting Services 06/21	\$ 100.00
Vesta Property Services, Inc	1499	385172	Maintenance Services 06/21	\$ 4,524.75
Vesta Property Services, Inc	1499	385314	Maintenance Services 06/21	<u>\$ 969.56</u>
Report Total				<u>\$ 24,099.27</u>

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.CROSSCREEKNORTHCDD.ORG

Operation and Maintenance Expenditures July 2021 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from July 1, 2021 through July 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$25,666.08**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

July 1, 2021 Through July 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Alpha Dog Audio, Video, Security, LLC	1450	15949	Alarm Access Control 07/21	\$ 30.00
Charles Aquatics, Inc.	1451	41886	Monthly Aquatic Maintenance for addtl Ponds 12-14 06/21	\$ 493.00
Charles Aquatics, Inc.	1460	41959	Monthly Aquatic Maintenance for 14 Ponds 07/21	\$ 1,269.00
Disclosure Services, LLC	1452	1	Amortization Schedule S2018 02/01/21 Prepay \$35K	\$ 250.00
GreenPoint Inc	1453	50437	Removal and Install of Maples/Sabal Palm	\$ 2,250.00
GreenPoint Inc	1461	50777	Monthly Maintenance 07/21	\$ 9,183.75
GreenPoint Inc	1453	50795	Irrigation Repairs 07/21	\$ 145.00
Innersync	1454	19556	Website ADA Compliance Q4 20/21	\$ 384.38
North Florida Irrigation, Inc	1455	43115	Fountain Maintenance 06/21	\$ 791.50
Phillip McDonald Plumping, Inc	1462	5518	Annual Back Flow Testing 06/21	\$ 180.00
Phillip McDonald Plumping, Inc	1462	5563	Install New Back Flow 07/21	\$ 997.35
Rizzetta & Company, Inc.	1456	INV0000059363	District Management Services 07/21	\$ 3,965.50
Rizzetta Technology Services, LLC	1457	INV000007716	Website Hosting Services 07/21	\$ 100.00

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

July 1, 2021 Through July 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Turner Pest Control LLC	1458	7584472	Pest Control Quarterly 06/21	\$ 110.00
Vesta Property Services, Inc	1459	385466	Amenity Facility Supplies 05/21	\$ 991.85
Vesta Property Services, Inc	1463	386395	Maintenance Services 07/21	\$ 4,524.75
Report Total				<u>\$ 25,666.08</u>

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.CROSSCREEKNORTHCCDD.ORG

Operation and Maintenance Expenditures August 2021 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from August 1, 2021 through August 31, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$26,984.24**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Alpha Dog Audio, Video, Security, LLC	1466	16766	Alarm Access Control 08/21 Board of Supervisors Meeting	\$ 30.00
Anthony K. Sharp	1477	AS081021	08/10/21 Monthly Aquatic Maintenance for 14 Ponds 08/21	\$ 200.00
Charles Aquatics, Inc.	1472	42195		\$ 1,269.00
GreenPoint Inc	1474	51258	Monthly Maintenance 08/21	\$ 9,183.75
Hopping Green & Sams	1464	123718	General Legal Services 05/21 Board of Supervisors Meeting	\$ 1,744.50
James Teagle	1478	JT081021	08/10/21 Board of Supervisors Meeting	\$ 200.00
Mark Dearing OPC News LLC dba Clay Today	1473	MD081021	08/10/21 Acct# 991837 Legal Advertising	\$ 200.00
OPC News LLC dba Clay Today	1467	278215	07/21 Acct# 991837 Legal Advertising	\$ 1,509.60
Rizzetta & Company, Inc.	1465	326119	07/21	\$ 194.40
	1468	INV0000060296	District Management Services 08/21	\$ 3,965.50
Rizzetta Technology Services, LLC	1469	INV000007778	Website Hosting Services 08/21	\$ 100.00
Robert Porter	1475	BP081021	Board of Supervisors Meeting 08/10/21	\$ 200.00
Shane T. Ricci	1476	SR081021	Board of Supervisors Meeting 08/10/21	\$ 200.00

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

August 1, 2021 Through August 31, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
VAK-PAK, INC	1470	28039	Pool Breaker Replacement 07/21	\$ 357.14
Vesta Property Services, Inc	1471	386820	Amenity Facility Supplies 06/21	\$ 1,771.81
Vesta Property Services, Inc	1479	387657	Maintenance Services 08/21	\$ 4,524.75
Vesta Property Services, Inc	1480	388029	Amenity Facility Supplies 07/21	\$ 1,111.79
Vesta Property Services, Inc	1480	388212	Coast Guard Rings & Ropes 08/21	\$ 222.00
Report Total				<u>\$ 26,984.24</u>

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

MAILING ADDRESS · 3434 COLWELL AVENUE, SUITE 200 · TAMPA, FLORIDA 33614

WWW.CROSSCREEKNORTHCCDD.ORG

Operation and Maintenance Expenditures September 2021 Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from September 1, 2021 through September 30, 2021. This does not include expenditures previously approved by the Board.

The total items being presented: **\$54,341.75**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Alpha Dog Audio, Video, Security, LLC	1484	17561	Contracted Services 09/21 Monthly Aquatic Maintenance for 14	\$ 30.00
Charles Aquatics, Inc.	1488	43276	Ponds 09/21 General Liability/Property/POL	\$ 1,269.00
Egis Insurance Advisors LLC	1491	13975	Insurance 10/01/21-10/01/22	\$ 24,882.00
First Place Fitness Equipment, Inc	1489	29065	Fitness Wipes 09/21	\$ 119.96
First Place Fitness Equipment, Inc	1489	29067	Fitness Equipment Maintenance 09/21	\$ 119.95
GreenPoint Inc	1492	49646	Irrigation Repairs 03/21	\$ 93.30
GreenPoint Inc	1481	51458	Landscape Enhancements 08/21	\$ 12,601.50
J. Lucas & Associates, Inc.	1483	4681	Engineering Services 05/21 Deposit Rental Refund - Mariano	\$ 4,280.00
Mariano Fenzel	1485	90221	Fenzel 09/21	\$ 400.00
OPC News LLC dba Clay Today	1493	328190 8/21	Acct# 991837 Legal Advertising 08/21	\$ 83.70
Rizzetta & Company, Inc.	1486	INV0000061096	District Management Services 09/21	\$ 3,965.50
Rizzetta Technology Services, LLC	1487	INV0000007870	Website Hosting Services 09/21	\$ 100.00
Spencer Brothers Contracting, Inc dba IBIS Painting	1482	82521	Drywall Patch Repair & Paint 08/21	\$ 475.00

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

September 1, 2021 Through September 30, 2021

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Vesta Property Services, Inc	1490	388422	Maintenance Services 09/21	\$ 4,524.75
Vesta Property Services, Inc	1494	389153	Amenity Facility Supplies 08/21	\$ 1,397.09
Report Total				<u>\$ 54,341.75</u>

STAFF REPORTS

District Counsel

District Engineer

Amenity Manager

Tab 3

Cross Creek North

Field Operations Report

Date of report: November 9, 2021

Submitted by: Steve Howell

HOLIDAY LIGHTING:

- We were able to obtain proposals from M & G holiday lighting and Mosquito Nix. All is presented to the Board for approval to move forward.

COMPLETED PROJECTS / No Board action required:

- Routine maintenance and janitorial throughout
- We received the approved PM in October. Repairs needed are in your Agenda packets. We are looking at possibly handle in some of this in house, and in contract.
- We are still planning to get some fencing around the entry pump and hope to have this scheduled by meeting time.
- All things Amenity have been relatively quiet as our team has continued to improve resident communication, thorough community rides and overall maintenance of the CDD assets
- We are continuing to communicate with residents regarding Amenity registrations, operational hours, etc.
- Continue to maintain clean and orderly pool pump area
- We are pleased with the success of the recently installed plant material throughout as well as the overall property maintenance now that the rains have subsided
- We are fully outfitted with Janitorial supplies and staff is cleaning before, during and after shifts.
- We continue to field resident concerns over various items relative to the community and communication through our e-blast.
- We continue to maintain the operation of the water wheel at the entrance with no issues
- At the Board's approval, we now have card entry at restrooms, which has been an effective deterrent relative to the previously experienced vandalism
- It was recently reported that the pickle ball lights weren't working, and after speaking with the contractor, learned that this was a warranty issue that they are currently handling
- We continue to monitor gym equipment and have made some in house adjustments where applicable at no cost to the District.
- A/C components are all in good standing
- All aspects of the card access system are in complete working order and we've recently brought video cameras online
- We continue to ride the community monitoring signs, drains, road conditions, etc.
- All Marquis have been installed and are in working order
- We will be pressure cleaning the entry monument and the amenity center during the next couple of weeks
- Communication and reporting from Chad (Green point) has been

POND AND LAKE MANAGEMENT:

- The ponds seem to be in check. Nothing really to report
- We are implementing the checks of clocks into the dog station change out routine.

WHAT TO EXPECT IN THE UPCOMING MONTHS:

- Continued diligence on a clean facility for the goal of preventing spread of germs and virus
- Continued management of the landscaping and irrigation with more routine on site meetings, inspection reports from both the vendor and field operations manager

Should you have any comments or questions feel free to contact me directly.



Landscape Report

Tab 4

GREENPOINT, INC.



6126 US HWY 1 North
Saint Augustine, FL 32095
Office: 904-429-9781
www.greenpointinc.com

OCTOBER MAINTENANCE REPORT 2021

- Cooler weather is finally here and the grass has slowed down drastically
- The irrigation has been cut back for cooler weather
- All new planting areas have taken off very well
- Our weekly service will continue through the winter months

District Manager

Tab 5

**CONSENT TO ASSIGNMENT OF THE CONTRACT FOR
TECHNOOLOGY SERVICES BY
AND BETWEEN CROSS CREEK NORTH COMMUNITY DISTRICT AND RIZZETTA
TECHNOLOGY SERVICES, LLC TO
RIZZETTA & COMPANY**

THIS ASSIGNMENT AND AMENDMENT (“Assignment”) is made and entered into this 9th day of November, 2021 by and between, Rizzetta Technology Services, LLC. whose mailing address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 (“**Assignor**”); and Rizzetta & Company, a Florida Corporation, whose mailing address is 3434 Colwell Ave, Suite 200, Tampa FL 33614 (“**Assignee**”); and Cross Creek North Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, located in St. Johns County, Florida, whose address is 3434 Colwell Ave., Suite 200, Tampa, FL, 33614 (the “**District**”).

RECITALS

WHEREAS, Assignor and the District previously entered into that certain *Technology Services contract*, dated August 13, 2019, respectively, (the “**Agreement**”); and

WHEREAS, on January 1, 2022, Assignee will consolidate multiple legal entities with common and exclusive ownership under the single organization (Assignee) and Assignor is one such entity resulting in Assignor being assimilated into Assignee, and such assignment requires written approval from the District to be effective; and

WHEREAS, Assignor and the District hereby recognize and agree that the Assignor’s rights and obligations under the Agreement could be assigned to a third party pursuant to Section XIV of the Agreement; and

WHEREAS, Assignor desires to assign all of its rights and obligations under the Agreement, as amended by this instrument, to Assignee, Assignee desires to accept such assignment, and the District desires to express that it agrees with and has no objection to such assignment; and

NOW THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District, Assignee, and Assignor agree as follows:

- 1. INCORPORATION OF RECITALS.** The Recitals stated above are true and correct and are incorporated herein as a material part of this Assignment.
- 2. DISTRICT CONSENT TO ASSIGNMENT OF THE AGREEMENT.** The District consents to Assignor’s assignment of the Agreement to Assignee.



3. ASSIGNEE'S ACCEPTANCE OF LIABILITY. Assignee agrees to assume any and all debts, obligations and liabilities of Assignor present and future, arising out of or related to the Agreement.

4. NOTICES. Upon this Assignment, notices pursuant to the Agreement shall be in writing and shall be delivered to the Assignee as follows:

A. If to the District: Cross Creek North CDD
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock, LLP
P.O. Box 10230
Tallahassee, FL 32302
Attn: District Counsel

B. If to Assignee: Rizzetta & Company, Inc.
3434 Colwell Ave, Suite 200
Tampa, Florida 33614
Attn: CDD Legal

5. COUNTERPARTS. This Assignment 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]



IN WITNESS WHEREOF, the parties have executed this Assignment effective as of the date set forth above.

Cross Creek North Community Development District

By: _____

Print Name: _____

Its: Chairman or Vice Chairman

Assignor: Rizzetta Technology Services, LLC

By: _____

Print Name: William J. Rizzetta

Its: President

Assignee: Rizzetta & Company, Inc.

By: _____

Print Name: William J. Rizzetta

Its: President



Rizzetta & Company

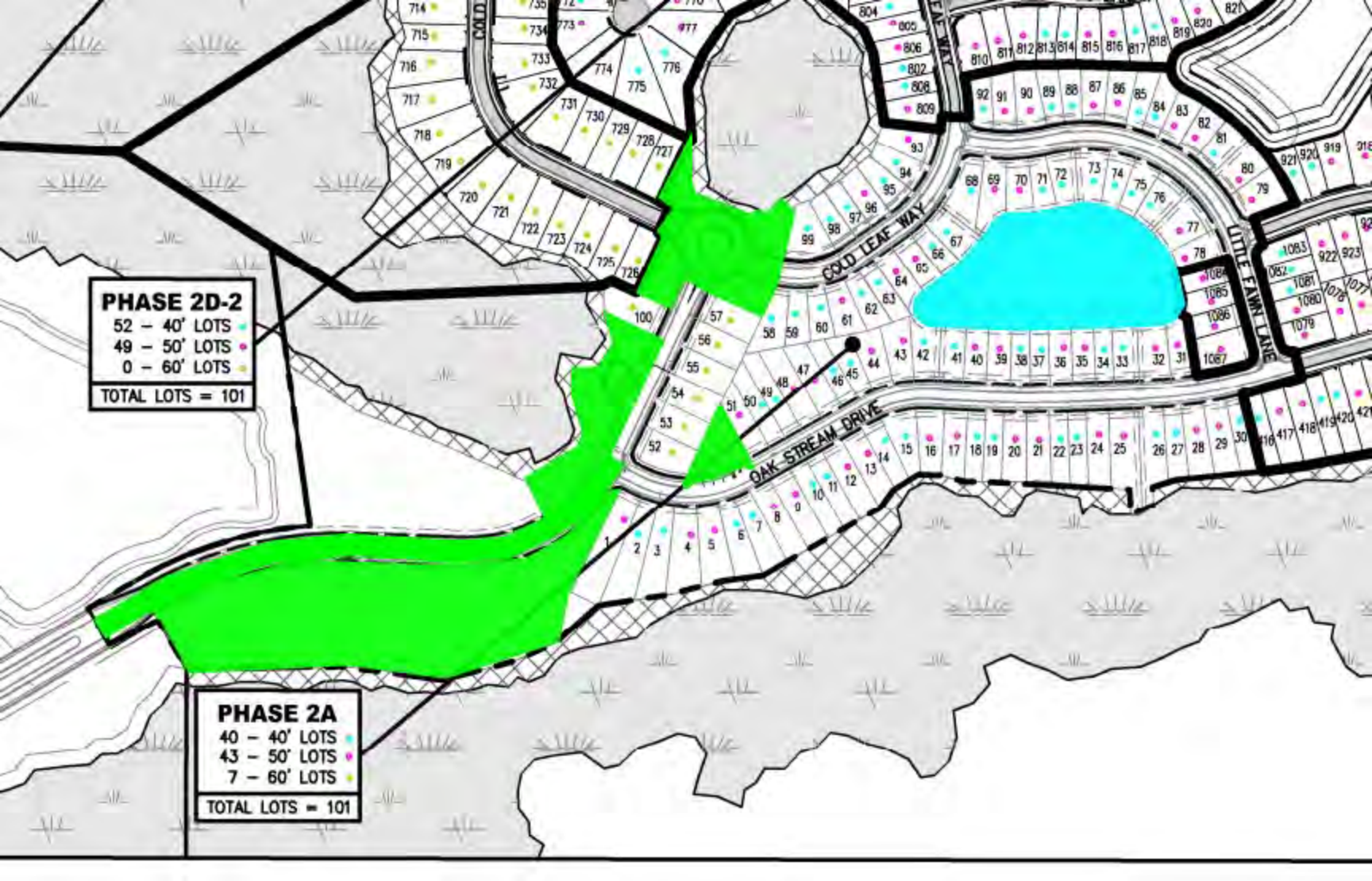
BUSINESS ITEMS

Discussion Regarding Speed Bumps

Tab 6

PHASE 2D-2
 52 - 40' LOTS
 49 - 50' LOTS
 0 - 60' LOTS
 TOTAL LOTS = 101

PHASE 2A
 40 - 40' LOTS
 43 - 50' LOTS
 7 - 60' LOTS
 TOTAL LOTS = 101





A Landscape Management Company
6126 US HWY 1 NORTH
Saint Augustine, FL 32095
904-429-9781

Addendum to an Existing Contract

This document is in reference to a contract agreement dated / / , between the following parties that are named below in this document.

May it be known that the undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that as outlined below. These additions shall be made valid as if they are included in the original stated contract.

Stated Contract for: Cross Creek North Community Development District (Client) and GreenPoint, Inc.

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this here stated addendum.

The addendum is to add the additional Phase 2A Areas. The cost is \$9100.00 annually adding \$758.33 to the monthly bill.

Signature _____

_____ Date _____

Print Name

Signature _____

_____ Date _____

Print Name



Aquatic Management Agreement

This **Agreement** dated **effective to start** _____, **2021**, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name Cross Creek North CDD c/o Lesley Gallagher, Rizzetta & Company

Address 2806 N. Fifth St, Unit 403

City St. Augustine State FL Zip 32084

Phone 904-436-6270 Fax _____ E-Mail lgallagher@rizzetta.com

Hereinafter called "**CLIENT**".

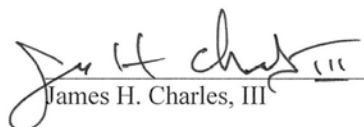
1) **Charles Aquatics, Inc.**, agrees to provide aquatic management services in accordance with the terms and conditions of this **Agreement** and within all applicable governmental regulations for a period of twelve (12) months from the date of the execution of this **Agreement** at the following location(s): **One (1) additional ponds located near the intersection of Cold Leaf Way and Little Fawn Ln and will be noted as Pond 15.**

2) **CLIENT** agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed aquatic management services:

- | | |
|---|----------------------------|
| a) Monthly Aquatic Management Services | \$ 119.00 |
| b) Additional treatments as necessary | \$ <u>Included</u> |
| c) Free Call back service within 24 hours | \$ <u>Included</u> |
| d) Comprehensive Service Reports following each treatment | \$ <u>Included</u> |
| e) Pollution Liability Insurance | \$ <u>Included</u> |
| f) Grass Carp stocking (Upon Approval) | \$ <u>7.50/fish</u> |
| g) Permitting for Grass Carp | \$ <u>Included</u> |
| h) Fabrication and Installation of Aluminum Fish Barriers | \$ <u>45/sq. ft</u> |
| i) Excessive Construction Trash Collection | \$ <u>75./hour</u> |

3) **The terms and conditions in this entire Agreement (to include pages 2 and 3) form an integral part of this Agreement and the CLIENT hereby acknowledges that he has read, is familiar with, has checked and initialed all boxes listing DISCLOSURE conditions (a) through (g) on page 2, and will comply with the contents thereof.**

Charles Aquatics, Inc.


James H. Charles, III

Client

Sign _____

Print _____

Date _____

- 4) Payment schedule is as follows:
- Payment for the **initial month** of aquatic management services is **due upon execution** of this **Agreement**.
 - Payment for the **balance** of the aquatic management services is payable in eleven (11) equal payments **due the first day of each month**.
- 5) Aquatic management services stated in this **Agreement** will commence within ten (10) days of the execution of this **Agreement** by the **CLIENT**.
- 6) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** on or before August 20, 2021.

Terms and Conditions

- 1) **Control Methods** - Aquatic Management services will be provided by procedures consistent with environmentally safe water management practices using one or more of the following established methods and techniques where applicable and as indicated on page one (1) of this agreement for the control of aquatic weeds:
- Chemical Control** - Chemical control consists of periodic applications of aquatic herbicides and algaecides to control aquatic weeds and algae. When necessary and prior to treatment with aquatic herbicides or algaecides, oxygen tests will be conducted to ensure oxygen levels are adequate for fish and other aquatic life survival. There is no additional charge for indicated routine oxygen testing.
 - Biological Control** - Biological control consists of the stocking of weed eating fish, *primarily triploid grass carp*. **CLIENT** acknowledges that prior to fish stocking, governmental permits may be required, and that there may be further requirements for the installation of fish barriers. Fish barrier installation is a separate service from fish stocking and may be provided at no additional cost.
 - Mechanical Removal** - Mechanical removal consists of the physical removal of aquatic weeds from waterways. The disposal site of aquatic weeds will be determined by mutual agreement between **Charles Aquatics, Inc.** and the **CLIENT**. Mechanical removal of aquatic weeds may be performed at an additional cost to the **Client**. **This Service is not included in this agreement.**
 - Trash Removal** - Trash removal consists of the physical removal of trash floating within and from the areas immediately surrounding the **Client's** waterway(s) and may be provided at no additional cost.
- 2) **Disclosure** - **CLIENT** agrees to disclose, by checking and initialing boxes adjacent to subparagraphs (a) through (g) below, the existence of any of the following which presently exist or will be expected to exist in the treated waterway(s) during the entire term of this **Agreement** and any extension(s) thereof.

	YES	NO	INITIALS
a) Water used for irrigating landscape around ponds is "effluent" or reclaimed water.	<input type="checkbox"/>	<input type="checkbox"/>	_____
b) Water from the treated waterway(s) is used for irrigation.	<input type="checkbox"/>	<input type="checkbox"/>	_____
c) Water from the treated waterway(s) is used for human or animal consumption.	<input type="checkbox"/>	<input type="checkbox"/>	_____
d) Treated waterways have been mitigated (government required aquatic planting) or are scheduled to be mitigated.	<input type="checkbox"/>	<input type="checkbox"/>	_____
e) Any special use of treated waterway which may conflict with treatments.	<input type="checkbox"/>	<input type="checkbox"/>	_____
f) The presence of fish such as triploid grass carp, tilapia or koi in the treated waterway.	<input type="checkbox"/>	<input type="checkbox"/>	_____
g) Restrictions on the use of any aquatic herbicides or algaecides in the waterways to be treated.	<input type="checkbox"/>	<input type="checkbox"/>	_____
h) Existence of other aquatic management programs being conducted in the same waterway (s) which Charles Aquatics, Inc. is treating.	<input type="checkbox"/>	<input type="checkbox"/>	_____
i) CLIENT agrees to provide Charles Aquatics, Inc. additional details on any conditions (s) checked "YES" in boxes adjacent subparagraphs (a) through (g) above on the spaces below:			

- j) **CLIENT** agrees that its failure to disclose any conditions (s) listed in (a) through (g) above may compromise **Charles Aquatics'** capacity to adequately perform satisfactory aquatic management service and may necessitate renegotiation of the **Agreement**.
- k) Any failure of **CLIENT** to disclose conditions listed in (a) through (g) above on the date of the execution of this Agreement which may hinder or significantly change **Charles Aquatics'** ability to provide satisfactory aquatic management service does not relieve **CLIENT's** obligation to pay **Charles Aquatics, Inc.** for service provided under the terms and conditions of this **Agreement**.
- l) Disclosure by checking and initialing boxes listing certain conditions adjacent to subparagraphs (a) through (g) above may be cause for **Client** and **Charles Aquatics, Inc.** to renegotiate this **Agreement** prior to the provision of any service by **Charles Aquatics, Inc.**

- 3) **Time-Use Restrictions** - When federal and state regulations require water time-use restrictions following the application of aquatic herbicides, **Charles Aquatics, Inc.**, will notify the **CLIENT** in writing of such restrictions at the time of treatment. It shall be the responsibility of the **CLIENT** to comply with the restrictions throughout the required period of time-use restrictions. **CLIENT** understands and agrees that notwithstanding any other provisions of this **Agreement, Charles Aquatics, Inc.** does not assume any liability for failure by any party to be notified of, or comply with, the above time-use restrictions.
- 4) **Access** - **CLIENT** agrees to provide adequate access of aquatic management equipment to waterway(s) being treated. Adequate access will be determined by **Charles Aquatics, Inc.** and the **Client**. Access routes must be a minimum of ten (10) feet in width, and ten (10) feet high; must provide a firm surface for the passage of boats, boat trailers, and towing vehicles; must have a grade no greater than forty five (45) degrees; and not require crossing bulkheads surrounding waterways. In the event it is deemed there are not adequate access routes to waterways for aquatic management equipment, this **Agreement** may be terminated or renegotiated.
- 5) **Effective Date** - The effective date of this **Agreement** is the first day of the month in which aquatic management services are first provided.
- 6) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**. The effective date of any termination will be the last day of the month during which written notice is received by **Charles Aquatics, Inc.**
- 7) **Renewal** - Upon completion of this **Agreement** or any extension thereof, this **Agreement** shall be extended for a period equal to its original term unless terminated by either party. To compensate for economic forces beyond the control of **CHARLES AQUATICS, Inc.**, **Client** agrees to pay an annual four percent (4%) increase for provided aquatic management services. The increase will be rounded off to the nearest dollar.
- 8) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, Property Damage and Product Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 9) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 10) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 11) **Monthly Payments** - The monthly amount is firm for the entire term of the original **Agreement**. **CLIENT** understands that, for convenience the annual agreement payments will be distributed equally over a twelve (12) month period and that individual monthly billings may not necessarily reflect fluctuating costs of service. **CLIENT** agrees to reimburse **CHARLES AQUATICS, Inc.** for any bank charges resulting from a returned check for insufficient funds.
- 12) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 13) **Non-Payment, Default** - In the case of non-payment by the **CLIENT**, **Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one half percent (1.5%) per month may be assessed for the period of delinquency.
- 14) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 15) **Alterations and Modifications** - This three (3) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

Tab 7



Removal Agreement

This **Agreement** dated **effective to start** _____, **2021**, is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

Name Cross Creek CDD c/o Lesley Gallagher, Rizzetta & Company

Address 2806 N. Fifth St Suite 403

City St Augustine State FL Zip 32084

Phone 904-436-6270 Fax _____ E-Mail lgallagher@rizzetta.com

Hereinafter called "**CLIENT**".

- 1) **Charles Aquatics, Inc.**, agrees to perform a one-time treatment or physical removal at the following location(s): Pond 14 at Cross Creek CDD in Clay County, FL.

CLIENT agrees to pay **Charles Aquatics, Inc.**, the following sum(s) for the listed aquatic management services:

Physical Removal of Perimeter Vegetation from Pond (Haul offsite) \$ 2,800.

This will include removing debris & vegetation from the pond, and putting the vegetation on the shoreline to let it dry for 7-10 days before hauling off.

- 3) Payment schedule is as follows:
 - a) Payment for entire balance of removal is **due no later than 30 days after date of the invoice.**
- 4) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc.** on or before **November 30, 2021.**
- 5) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**.
- 6) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, Property Damage, Completed Operations and Product Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 7) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots, acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.
- 8) **Authorized Agent** - **CLIENT** warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 9) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**

10) Assignment of the Agreement - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**

11) Alterations and Modifications - This two (2) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

Charles Aquatics, Inc.


James H. Charles, III

CLIENT

Signed _____

Print Name

Tab 8



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Cross Creek North Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

Written request to bind must be received prior to the effective date of coverage.

The brief description of coverage contained in this document is being provided as an accommodation only and is not intended to cover or describe all Coverage Agreement terms. For more complete and detailed information relating to the scope and limits of coverage, please refer directly to the Coverage Agreement documents. Specimen forms are available upon request.

About FIA

Florida Insurance Alliance (“FIA”), authorized and regulated by the Florida Office of Insurance Regulation, is a non-assessable, governmental insurance Trust. FIA was created in September 2011 at a time when a large number of Special Taxing Districts were having difficulty obtaining insurance.

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects more than 800 public entity members.

Competitive Advantage

FIA allows qualifying Public Entities to achieve broad, tailored coverages with a cost-effective insurance program. Additional program benefits include:

- Insure-to-value property limits with no coinsurance penalties
- First dollar coverage for “alleged” public official ethics violations
- Proactive in-house claims management and loss control department
- Complimentary risk management services including on-site loss control, property schedule verification and contract reviews
- Online Risk Management Education & Training portal
- Online HR & Benefits Support portal
- HR Hotline
- Safety Partners Matching Grant Program

How are FIA Members Protected?

FIA employs a conservative approach to risk management. Liability risk retained by FIA is fully funded prior to the policy term through member premiums. The remainder of the risk is transferred to reinsurers. FIA’s primary reinsurers, Lloyds of London and Hudson Insurance Company, both have AM Best A XV (Excellent) ratings and surplus of \$2Billion or greater.

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers. FIA purchases property reinsurance to withstand the 1,000-year storm event (probability of exceedance .1%). This level of protection is statistically 2 to 3 times safer than competitors and industry norms. FIA members’ property claims resulting from Hurricane Irma in 2017 amounted to less than 4% of the per occurrence coverage available.

What Are Members Responsible For?

As a non-assessable Trust, our members are only responsible for two items:

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

Additional information regarding FIA and our member services can be found at www.fia360.org.

Quotation being provided for:

**Cross Creek North Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614**

Term: October 1, 2021 to October 1, 2022

Quote Number: 100121302

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values – Blanket Building and Contents – Per Schedule on file totalling	\$1,781,141
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$262,000

It is agreed to include automatically under this Insurance the interest of mortgagees and loss payees where applicable without advice.

	Valuation	Coinsurance
Property	Replacement Cost	None
Inland Marine	Actual Cash Value	None

DEDUCTIBLES:	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	3 %	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

Special Property Coverages		
Coverage	Deductibles	Limit
Earth Movement	\$2,500	Included
Flood	\$2,500 *	Included
Boiler & Machinery		Included
TRIA		Included

*Except for Zones A & V see page 8 (Terms and Conditions) excess of NFIP, whether purchased or not

TOTAL PROPERTY PREMIUM

\$19,232

Extensions of Coverage

If marked with an "X" we will cover the following EXTENSIONS OF COVERAGE under this Agreement, These limits of liability do not increase any other applicable limit of liability.

(X)	Code	Extension of Coverage	Limit of Liability
X	A	Accounts Receivable	\$500,000 in any one occurrence
X	B	Animals	\$1,000 any one Animal \$5,000 Annual Aggregate in any one agreement period
X	C	Buildings Under Construction	As declared on Property Schedule, except new buildings being erected at sites other than a covered location which is limited to \$250,000 estimated final contract value any one construction project.
X	D	Debris Removal Expense	\$250,000 per insured or 25% of loss, whichever is greater
X	E	Demolition Cost, Operation of Building Laws and Increased Cost of Construction	\$500,000 in any one occurrence
X	F	Duty to Defend	\$100,000 any one occurrence
X	G	Errors and Omissions	\$250,000 in any one occurrence
X	H	Expediting Expenses	\$250,000 in any one occurrence
X	I	Fire Department Charges	\$50,000 in any one occurrence
X	J	Fungus Cleanup Expense	\$50,000 in the annual aggregate in any one occurrence
X	K	Lawns, Plants, Trees and Shrubs	\$50,000 in any one occurrence
X	L	Leasehold Interest	Included
X	M	Air Conditioning Systems	Included
X	N	New locations of current Insureds	\$1,000,000 in any one occurrence for up to 90 days, except 60 days for Dade, Broward, Palm Beach from the date such new location(s) is first purchased, rented or occupied whichever is earlier. Monroe County on prior submit basis only
X	O	Personal property of Employees	\$500,000 in any one occurrence
X	P	Pollution Cleanup Expense	\$50,000 in any one occurrence
X	Q	Professional Fees	\$50,000 in any one occurrence
X	R	Recertification of Equipment	Included
X	S	Service Interruption Coverage	\$500,000 in any one occurrence
X	T	Transit	\$1,000,000 in any one occurrence
X	U	Vehicles as Scheduled Property	Included
X	V	Preservation of Property	\$250,000 in any one occurrence
X	W	Property at Miscellaneous Unnamed Locations	\$250,000 in any one occurrence
X	X	Piers, docs and wharves as Scheduled Property	Included on a prior submit basis only

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile
X	Section II B1	Business Income	\$1,000,000 in any one occurrence
X	Section II B2	Additional Expenses	\$1,000,000 in any one occurrence
X	FIA 120	Active Assailant(s)	\$1,000,000 in any one occurrence

CRIME COVERAGE

Description	Limit	Deductible
Forgery and Alteration	Not Included	Not Included
Theft, Disappearance or Destruction	Not Included	Not Included
Computer Fraud including Funds Transfer Fraud	Not Included	Not Included
Employee Dishonesty, including faithful performance, per loss	Not Included	Not Included

AUTOMOBILE COVERAGE

Coverages	Covered Autos	Limit	Premium
Covered Autos Liability	8,9	\$1,000,000	Included
Personal Injury Protection	N/A		Not Included
Auto Medical Payments	N/A		Not Included
Uninsured Motorists including Underinsured Motorists	N/A		Not Included
Physical Damage Comprehensive Coverage	N/A	<p>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto, But No Deductible Applies To Loss Caused By Fire or Lightning.</p> <p>See item Four for Hired or Borrowed Autos.</p>	Not Included
Physical Damage Specified Causes of Loss Coverage	N/A	<p>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto For Loss Caused By Mischief Or Vandalism</p> <p>See item Four for Hired or Borrowed Autos.</p>	Not Included
Physical Damage Collision Coverage	N/A	<p>Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus Applicable Deductible (See Attached Schedule) For Each Covered Auto</p> <p>See item Four for Hired or Borrowed Autos.</p>	Not Included
Physical Damage Towing And Labor	N/A	\$0 For Each Disablement Of A Private Passenger Auto	Not Included

GENERAL LIABILITY COVERAGE (Occurrence Basis)

Bodily Injury and Property Damage Limit	\$1,000,000
Personal Injury and Advertising Injury	Included
Products & Completed Operations Aggregate Limit	Included
Employee Benefits Liability Limit, per person	\$1,000,000
Herbicide & Pesticide Aggregate Limit	\$1,000,000
Medical Payments Limit	\$5,000
Fire Damage Limit	Included
No fault Sewer Backup Limit	\$25,000/\$250,000
General Liability Deductible	\$0

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

Public Officials and Employment Practices Liability Limit	Per Claim	\$1,000,000
	Aggregate	\$2,000,000
Public Officials and Employment Practices Liability Deductible		\$0

Supplemental Payments: Pre-termination \$2,500 per employee - \$5,000 annual aggregate.
Non-Monetary \$100,000 aggregate.

Cyber Liability sublimit included under POL/EPLI

Media Content Services Liability
Network Security Liability
Privacy Liability
First Party Extortion Threat
First Party Crisis Management
First Party Business Interruption
Limit: \$100,000 each claim/annual aggregate



PREMIUM SUMMARY

**Cross Creek North Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614**

Term: October 1, 2021 to October 1, 2022

Quote Number: 100121302

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$19,232
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,108
Public Officials and Employment Practices Liability	\$2,542
TOTAL PREMIUM DUE	\$24,882

IMPORTANT NOTE

Defense Cost - Outside of Limit, Does Not Erode the Limit for General Liability, Public Officials Liability, and Employment related Practices Liability.

Deductible does not apply to defense cost. Self-Insured Retention does apply to defense cost.

Additional Notes:

(None)



PARTICIPATION AGREEMENT

Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance ("FIA") for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2021, and if accepted by the FIA's duly authorized representative, does hereby agree as follows:

- (a) That, by this reference, the terms and provisions of the Interlocal Agreement creating the Florida Insurance Alliance are hereby adopted, approved and ratified by the undersigned local governmental entity. The undersigned local governmental entity certifies that it has received a copy of the aforementioned Interlocal Agreement and further agrees to be bound by the provisions and obligations of the Interlocal Agreement as provided therein;
- (b) To pay all premiums on or before the date the same shall become due and, in the event Applicant fails to do so, to pay any reasonable late penalties and charges arising therefrom, and all costs of collection thereof, including reasonable attorneys' fees;
- (c) To abide by the rules and regulations adopted by the Board of Directors;
- (d) That should either the Applicant or the Fund desire to cancel coverage; it will give not less than thirty (30) days prior written notice of cancellation;
- (e) That all information contained in the underwriting application provided to FIA as a condition precedent to participation in FIA is true, correct and accurate in all respects.

Cross Creek North Community Development District

(Name of Local Governmental Entity)

By: _____
Signature

Print Name

Witness By: _____
Signature

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2021

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

**Cross Creek North Community Development District
c/o Rizzetta & Company
3434 Colwell Ave, Suite 200
Tampa, FL 33614**

QUOTATIONS TERMS & CONDITIONS

1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 100% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

I give my authorization to bind coverage for property through the Florida Insurance Alliance as per limits and terms listed below.

- | | | | |
|-------------------------------------|--------------------------|--------------|--------------------------|
| <input checked="" type="checkbox"/> | Building and Content TIV | \$1,781,141 | As per schedule attached |
| <input checked="" type="checkbox"/> | Inland Marine | \$262,000 | As per schedule attached |
| <input type="checkbox"/> | Auto Physical Damage | Not Included | |

Signature: _____ Date: _____

Name: _____

Title: _____



Cross Creek North Community Development District

Policy No.: 100121302
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value	
	Address				Const Type	Term Date	Contents Value	Covering Replaced
	Roof Shape	Roof Pitch			Roof Covering			
1	Entry Monument w/ Water Feature		2019	10/01/2021	\$300,000			\$300,000
	Sandridge Road and Big Oak Drive Green Cove Springs FL 32043		Joisted masonry	10/01/2022				
	Simple hip							
					Metal panel			
2	Irrigation System		2019	10/01/2021	\$50,000			\$50,000
	Sandridge Road and Big Oak Drive Green Cove Springs FL 32043		Pump / lift station	10/01/2022				
3	Amenity Building		2020	10/01/2021	\$650,000			\$698,171
	2895 Big Oak Drive Green Cove Springs FL 32043		Frame	10/01/2022	\$48,171			
	Complex							
					Asphalt shingles			
4	Zero-entry pool, splash pad, pumps & equipment		2020	10/01/2021	\$515,470			\$515,470
	2895 Big Oak Drive Green Cove Springs FL 32043		Below ground liquid storage tank / pool	10/01/2022				
5	Pool Furniture		2020	10/01/2021	\$15,000			\$15,000
	2895 Big Oak Drive Green Cove Springs FL 32043		Property in the Open	10/01/2022				
6	Playground Equipment & Shade Structure		2020	10/01/2021	\$50,000			\$50,000
	2895 Big Oak Drive Green Cove Springs FL 32043		Non combustible	10/01/2022				
7	Pickle Ball & Tennis Court w/ Shaded Bench & Fencing		2020	10/01/2021	\$85,000			\$85,000
	2895 Big Oak Drive Green Cove Springs FL 32043		Non combustible	10/01/2022				

Sign: _____ Print Name: _____ Date: _____



Cross Creek North Community Development District

Policy No.: 100121302
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt
8	Sand Volleyball Equipment and Border		2020	10/01/2021	\$10,000		\$10,000
	2895 Big Oak Drive Green Cove Springs FL 32043		Property in the Open	10/01/2022			
9	Canvas Pavilion - Pool		2020	10/01/2021	\$35,000		\$35,000
	2895 Big Oak Drive Green Cove Springs FL 32043		Property in the Open	10/01/2022			
10	Fencing		2020	10/01/2021	\$22,500		\$22,500
	2895 Big Oak Drive Green Cove Springs FL 32073		Non combustible	10/01/2022			
Total:			Building Value	Contents Value	Insured Value		
			\$1,732,970	\$48,171	\$1,781,141		

Sign: _____

Print Name: _____

Date: _____



Cross Creek North Community Development District

Policy No.: 100121302
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	Pond #2 Fountain is a 15 HP Fountain		Other inland marine	10/01/2021 10/01/2022	\$60,000	\$1,000
2	Pond #4 Fountain is a 7.5 HP Fountain		Other inland marine	10/01/2021 10/01/2022	\$22,000	\$1,000
3	Security Cameras & Access System		Other inland marine	10/01/2021 10/01/2022	\$22,000	\$1,000
4	Parking Lot and Facilities Exterior Lighting		Other inland marine	10/01/2021 10/01/2022	\$153,000	\$1,000
5	Pool Lift Chair (Permanently Mounted)		Other inland marine	10/01/2021 10/01/2022	\$5,000	\$1,000
				Total	\$262,000	

Sign: _____

Print Name: _____

Date: _____

Tab 9

M&G Holiday Lighting

4845 Belle Terre Pkwy

Palm Coast, FL 32164 US

mgbusinessventures@gmail.com



Estimate

ADDRESS

Cross Creek North CDD
Rizzetta & Company
2806 North Fifth Street
Unit 403
St. Augustine, FL 32084

ESTIMATE

1982

DATE

09/23/2021

DATE	DESCRIPTION	QTY	RATE	AMOUNT	
	Holiday Lighting - New Install	TOWER - Light fascia of tower, and mid stucco band in WW C7	1	370.50	370.50
	Holiday Lighting - New Install	CLUBHOUSE - Install WW C7 to gutter line and fascia of clubhouse	1	1,064.00	1,064.00
	Holiday Lighting - New Install	Install 2, 48" pre-lit wreaths with red traditional bows and hardware to the clubhouse building (one facing incoming traffic, the other facing exiting traffic)	1	457.10	457.10
	Holiday Lighting - New Install	Install WW minis to 4 palms in front of clubhouse at sidewalk 10' high per tree - (power is located inside spot lights that shine up tree trunks and would need at least 1 outlet installed per side, totaling 2 outlets)	1	663.30	663.30
	Miscellaneous - Wire - Plugs, Supplies, etc	Miscellaneous - Wire - Plugs, Supplies, etc	1	87.00	87.00
	Removal	Removal of Lights and Decor at the end of the season	1	190.00	190.00
	Shipping	Shipping of new product	1	18.00	18.00
	Equipment charges	Boom Rental for Install and Removal	1	600.00	600.00

We require a deposit of 50% to confirm and schedule the installation

TOTAL

\$3,449.90

Accepted By

Accepted Date

Let the **MosquitoNix**® Elves

Light Up Your
Holidays!



HOLIDAY LIGHTS & DECOR

WHY MOSQUITONIX?

Service | Product | Quality

MosquitoNix® **Elves**

TRAINED, INSURED & EXPERIENCED

OUR TRAINED AND EXPERIENCED MOSQUITONIX ELVES WILL TRANSFORM YOUR PROPERTY FOR THE HOLIDAYS!

Do you find buying, installing and storing holiday lights and décor to be the worst part about the holiday season? The MosquitoNix® Elves have eight years of experience and are once again ready to help brighten your holidays. We supply, install, maintain, remove and store your holiday lights and décor! We will install your lights and décor along rooflines, walkways, windows, front doors, shrubs, borders and greenery, as well as wrap trees and hang garland and wreathes. With 100% worry and hassle-free service, it couldn't be any easier!

MosquitoNix® **Elves**

SUPERIOR PRODUCTS & SERVICES

- High quality LED lights fixtures, décor & bulbs
- Full service maintenance program that includes:
 1. Installation
 2. White glove service (text "service" to 904-204-9207)
 3. Removal
 4. Storage of all lights & décor at end of season
- Trained, experienced & courteous uniformed crew
- LED ensures quality assurance and minimizes maintenance requests
- 100% worry & hassle-free service
- Meticulous electrical safety
- Competitive pricing
- Beautiful results

MosquitoNix® **Elves**

REFERENCE IMAGES

MosquitoNix® **Elves**

FRAMING ELEMENTS WITH LIGHTS



MosquitoNix® **Elves**

ENTRANCE LIGHTING AND DECOR



MosquitoNix® **Elves**

ENTRANCE LIGHTING AND DECOR



MosquitoNix® **Elves**

VEGETATION LIGHTING



MosquitoNix® **Elves**

2021 WORKING PROPOSAL

Cross Creek

MosquitoNix® **Elves**

2021 WORKING PROPOSAL

Ideas Discussed:

- Add holiday cheer to the front entry and amenity center of Cross Creek neighborhood
- Initial scope provided by John
- No budget defined, so presenting a menu of options

Call Outs:

- Utilize elements that have a lot of bang for their buck!
- Elements installed will be secured and maintained to ensure overall aesthetics are kept clean
- Options presented require power available and working for illuminated areas discussed

NEIGHBORHOOD ENTRY

Ideas Discussed:

- Option 1: C7 Lights lining the tower top **\$400**
- Option 2: C7 Lights lining the tower top and the layer above the Cross Creek sign: **\$800**
- Option 3: (2) Prelit 36" wreaths with red bows on either side of the water wheel **\$300**

Recommendation: (Options 1 and 3) Depending on budget, we recommend the tower top lighting first and the wreaths second, as the height of the tower and the water wheel are really cool features to highlight at the entrance.



AMENITY CENTER

Ideas Discussed:

- Option 1: C7 Lights lining all front facings of the building **\$1,120**
- Option 2: (1) 48" Prelit wreath with a red bow above the entry: **\$350**
- Option 3: Mini lights wrapping the base of four front palm trees **\$820**
- Option 4: C7 Path lights lining the front left and right vegetative beds **\$500**

Recommendation: (Options 1, 2 and 4) This amenity center will look even more beautiful with the eaves illuminated, as it has multiple layers. Path lighting will also frame the entrance with a lot of bang for your buck! One wreath above the entry will also add a beautiful touch of greenery to the focal point entry.



THANK YOU

We Appreciate Your Business

MosquitoNix® **Elves**

Tab 10



QUOTE#: 110121-1
Subject: Recommended Repairs

Client: Steve Howell
Vesta Property Services

Cross Creek
Location: 2819 Buck Creek Pl.
Green Cove Springs, Fl 32043

Vak Pak, Inc. provides the following quote to:
Steve Howell
Showell@vestapropertyservices.com

Quote includes: Recommend repairs for both VakPak units from PM inspection. Parts listed on page 2.

Parts:	\$ 2861.36
Travel / Labor	\$ 735.84
Sales Tax	\$ 200.30
Grand Total	\$ 3797.50

Warranty on parts installed and paid for will be covered for 12 months from date of delivery and will cover part replacement cost for manufacturer's defects only.

Payment is due at the time of service.

Sincerely,
John Willis
Vak Pak, Inc
Email: jw@vakpak.com

Quote accepted by: _____

Parts	quant	
UV Sensor	1	\$ 990.02
PH Probe	2	\$ 612.09
CL Probe	2	\$ 750.69
6" Flow Meter	1	\$ 185.82
Vacuum Gauge	1	\$ 7.65
Pressure Gauge	2	\$ 15.30
Repair Stenner Power Cord	1	\$ 15.38
MR1 Probe PVC Body	1	\$ 144.36
UV Lamp	1	\$ 140.06
Tax		\$ 200.30
Parts Total		\$ 3,061.66

AUDIENCE COMMENTS AND SUPERVISOR REQUESTS

ADJOURNMENT