



Rizzetta & Company

Cross Creek North Community Development District

**Board of Supervisors' Meeting
July 26, 2023**

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

www.crosscreeknorthcdd.org

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Cross Creek North Amenity Center
2895 Big Oak Drive, Green Cove Springs, FL 32043
www.crosscreeknorthcdd.org

Board of Supervisors	Bob 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	Kutak Rock, LLP
District Engineer	Brad Weeber	England-Thims and Miller, Inc.

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

The Audience Comments portion, **on Agenda Items Only**, will be held at the beginning of the meeting. The Audience Comments portion of the agenda, **on General Items**, will be held at the end of the meeting. During these portions of the agenda, audience members may make comments on matters that concern the District (CDD) and will be limited to a total of three (3) minutes to make their comments.

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 (239) 936-0913. 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

Board of Supervisors
Cross Creek North Community
Development District

July 19, 2023

AGENDA

Dear Board Members:

The **special** meeting of the Board of Supervisors of the Cross Creek North Community Development District will be held on **July 26, 2023 at 1:00 p.m.** at the Cross Creek North Amenity Center located at 2895 Big Oak Drive, Green Cove Springs, FL 32043. The following is the tentative 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 the Board of Supervisors' Meeting held on June 13, 2023 Tab 1
 - B. Ratification of Operation and Maintenance Expenditures for May and June 2023 Tab 2
 - C. Consideration of Resolution 2023-12; Redesignating Secretary Tab 3
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 - C. Amenity Manager/Field Operations Manager
 - D. Landscape
 - E. District Manager
5. **BUSINESS ITEMS**
 - A. Public Hearing to Consider the Adoption of an Assessment Roll and the Imposition of Special Assessments Relating to the Financing and Securing of Certain Public Improvements
 1. Presentation of Supplemental Engineer's Report Tab 4
 2. Presentation of Supplemental Assessment Report Tab 5
 3. Consideration of Resolution 2023-13; Equalizing, Approving, Confirming, and Levying Debt Assessments..... Tab 6
 - B. Consideration of Resolution 2023-14; Setting Forth Specific Terms of Special Assessment Bonds, Series 2023 Tab 7
 - C. Consideration of Ancillary Financing Documents
 1. Declaration of Consent..... Tab 8
 2. Collateral Assignment Tab 9
 3. Completion Agreement Tab 10
 4. True Up Agreement..... Tab 11
 - D. Consideration of Resolution 2023-15; Amending Fiscal Year 2023/2024 Proposed Budget Tab 12
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.

Sincerely,

Lesley Gallagher

Lesley Gallagher

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 **June 13, 2023 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
Shane Ricci	Board Supervisor, Assistant Secretary
Anthony Sharp	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Kayla Connell	Manager District Financial Services, Rizzetta & Company (via speakerphone)
Katie Buchanan	District Counsel, Kutak Rock
Dan Fagen	Director of Amenity Operations, Vesta Property Services
David Anderson	Field Operations Manager, Vesta Property Services
Mark Insel	Director of Amenity Services, Vesta Property Services
Cynthia Wilhelm	Nabors Giblin & Nickerson, PA (via speakerphone)
Brad Weeber	England-Thims & Miller, Inc. (via speakerphone)

Audience members 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

There were audience comments on bonds.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of Meeting
from the Regular Board Meeting held on
April 11, 2023**

On a motion by Mr. Porter, seconded by Mr. Ricci, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on April 11, 2023, for the Cross Creek North Community Development District.

FOURTH ORDER OF BUSINESS

Ratification of the Operation and Maintenance Expenditures for February 2023, March 2023 and April 2023

On a motion by Mr. Porter, seconded by Mr. Ricci, with all in favor, the Board ratified the Operation and Maintenance Expenditures for February 2023, in the amount of \$35,235.29, March 2023, in the amount of \$46,357.26, and April 2023, in the amount of \$38,894.39, for Cross Creek North Community Development District.

FIFTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
There was no report.
- B. District Engineer
 - 1. Acceptance of Annual Engineers Report
Mr. Weeber reviewed his annual report (Exhibit A).

On a motion by Mr. Porter, seconded by Mr. Ricci, with all in favor, the Board accepted the District Engineer's Annual Report, for Cross Creek North Community Development District.

- C. Amenity Manager & Field Operations Manager Reports
Mr. Insel and Mr. Anderson were available to answer questions regarding their reports found under Tab 3 of the agenda.
 - 1. Charles Aquatics Service Report
Mr. Anderson reviewed that he has been working with the aquatics vendor regarding concerns on ponds 8 and 14, and that they were expected tomorrow to treat.
- D. Landscape Manager Report
Greenpoint did not provide a report for the agenda and was not present at the meeting.
- E. District Manager
 - 1. Presentation of Registered Voter Count
It was noted that per correspondence received from the Clay County Supervisor of Elections, there were 1,032 registered voters within the boundaries of the

District as of April 15, 2023.

SIXTH ORDER OF BUSINESS

Consideration of Underwriter Disclosure Letter – FMS Bonds

Ms. Buchanan reviewed that this authorizes the engagement with FMS Bonds for Series 2023 Bonds.

On a motion by Mr. Porter, seconded by Mr. Ricci, with all in favor, the Board approved the Underwriter Disclosure Letter – FMS Bonds, for the Cross Creek North Community Development District.

SEVENTH ORDER OF BUSINESS

Acceptance of Supplemental Engineer’s Report for the Capital Improvements for Series 2023 Project dated April 3, 2023

On a motion by Mr. Porter, seconded by Mr. Ricci, with all in favor, the Board accepted the Supplemental Engineer’s Report for the Capital Improvements for Series 2023 Project dated April 3, 2023, for the Cross Creek North Community Development District.

EIGHTH ORDER OF BUSINESS

Acceptance of Preliminary Supplemental Special Assessment Bonds, Series 2023 dated June 13, 2023

Ms. Buchanan reviewed an updated Preliminary Supplemental Special Assessment Allocation Report for Special Assessment Bonds, Series 2023 dated June 13, 2023 (Exhibit B), and noted that tables 3B and 4B will be updated with actuals at the time of issuance.

On a motion by Mr. Porter, seconded by Mr. Ricci, with all in favor, the Board accepted Preliminary Supplemental Special Assessment Bonds, Series 2023 dated June 13, 2023, for Cross Creek North Community Development District.

NINTH ORDER OF BUSINESS

Consideration of Resolution 2023-11; Declaring Special Assessments (under separate cover)

Ms. Buchanan reviewed Resolution 2023-11; Declaring Special Assessments. (exhibit C)

On a motion by Mr. Porter, seconded by Mr. Ricci, with all in favor, the Board adopted Resolution 2023-11, Declaring Special Assessments and set the Public Hearing for July 26th at 1:00 pm at the Amenity Center, for Cross Creek North Community Development District.

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TENTH ORDER OF BUSINESS

**Consideration of Resolution 2023-10;
Authorizing Issuance of Special
Assessment Revenue Bonds**

On a motion by Mr. Porter, seconded by Mr. Ricci, with all in favor, the Board adopted Resolution 2023-10, Authorizing the Issuance of Special Assessment Revenue Bonds, for Cross Creek North Community Development District.

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ELEVENTH ORDER OF BUSINESS

**Review of Vesta Proposal for Expanding
Staffing**

It was reviewed that following the last meeting, Vesta brought it to the attention of the District Manager that due to the continued growth of the community and amenity usage, additional staffing hours were needed.

Ms. Gallagher had worked with the Chairman between meetings and the hours were increased temporarily to 86 per week at a total monthly expense of \$13,236.91 until this could be further reviewed at the meeting today.

Mr. Fagen presented a proposal that included the now current 86 staffing hours per week at the monthly expense of \$13,236.91 as well as anticipated future staffing models. The future staffing models included expanding staff hours to what would calculate to 104 hours per week upon opening of the new amenities at a monthly expense of \$24,340 and also expanding staffing hours to what would calculate to 198 hours per week at a monthly expense of \$32,267 for full operations. Discussion ensued.

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On a motion by Mr. Porter, seconded by Mr. Ricci, with all in favor, the Board ratified the additional hours approved by the Chairman and to continue with the 86 hours of staffing at a monthly expense of \$13,236.91. They also authorized the Chairman to approve the future staffing models between meetings if needed, for the Cross Creek North Community Development District.

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TWELFTH ORDER OF BUSINESS

**Consideration of Charles Aquatics Proposal
for Fish Barriers in Ponds 11 through 20**

On a motion by Mr. Porter, seconded by Mr. Ricci, with all in favor, the Board approved the Charles Aquatics proposal for the installation of fish barriers in ponds 11 through 20 in the total amount of \$1,530, for the Cross Creek North Community Development District.

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THIRTEENTH ORDER OF BUSINESS

**Supervisor Requests and Audience
Comments**

Supervisor Requests:

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No supervisor comments.

Audience Comments:

Audience comments were heard on manhole covers, curb repairs, speed bumps, traffic enforcement, meeting times, ponds, mailbox parking, green space plans, cleaning schedule for the amenities, timeframe for new facilities, landscape concerns, private property and construction debris.

FOURTEENTH ORDER OF BUSINESS Adjournment

On a motion by Mr. Porter, seconded by Mr. Ricci, with all in favor, the Board adjourned meeting at 4:36 p.m. for the Cross Creek North Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

Exhibit A

ENGINEER'S 2023 ANNUAL REPORT

FOR THE

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

ST. JOHNS COUNTY, FLORIDA

PREPARED FOR:

**BOARD OF SUPERVISORS
CROSS CREEK NORTH COMMUNITY DEVELOPMENT
DISTRICT**

PREPARED BY

The logo for England-Thims & Miller, Inc. (ETM) features the letters 'ETM' in a bold, stylized, green font. The 'E' and 'T' are connected, and the 'M' is also connected to the 'T'. The letters are thick and have a slight shadow effect.

England-Thims & Miller, Inc.

VISION • EXPERIENCE • RESULTS

Engineers – Planners – Surveyors – Landscape Architects

14775 Old St. Augustine Road

Jacksonville, Florida 32258

Certificate of Authorization Number: 2584

ETM Job Number: 19-327-08-01

Date: June 8, 2023

England-Thims & Miller, Inc.

Phone: (904) 642-8990 • Fax: (904) 646-9485 • <http://www.etminc.com>

Table of Contents and Engineer's Signature Page

Project Name: **CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT**
Project Location: South of Sandridge Road and west of Russell Road
Project City / State: Clay County, Florida
Programs used: Microsoft Word and Excel 2016, AutoCAD C3D 2019
Etm Job No. 19-327-08-01

TABLE OF CONTENTS:

<u>Sections</u>	<u>Item</u>
A	Table of Contents and Engineer's Signature Page
B	Location Map
C	Master Site Plan
D	Amenity Center Site Plan
E	General Information
F	Project Background
G	Public Agency Ownership
H	Entrance Signage, Decorative Wall And Associated Landscaping:
I	Amenity Center And Recreational Facilities
J	Pockets Parks And Associated Landscaping
K	Road Right Of Ways And Associated Landscaping
L	Storm Water Management Facilities
M	Long Term Maintenance
N	Conservation / Preservation Areas

Portion of pages or sections of this report signed and sealed by Engineer

Sections A-O Only

Bradley L. Weeber, P.E.

P.E. No. 70005

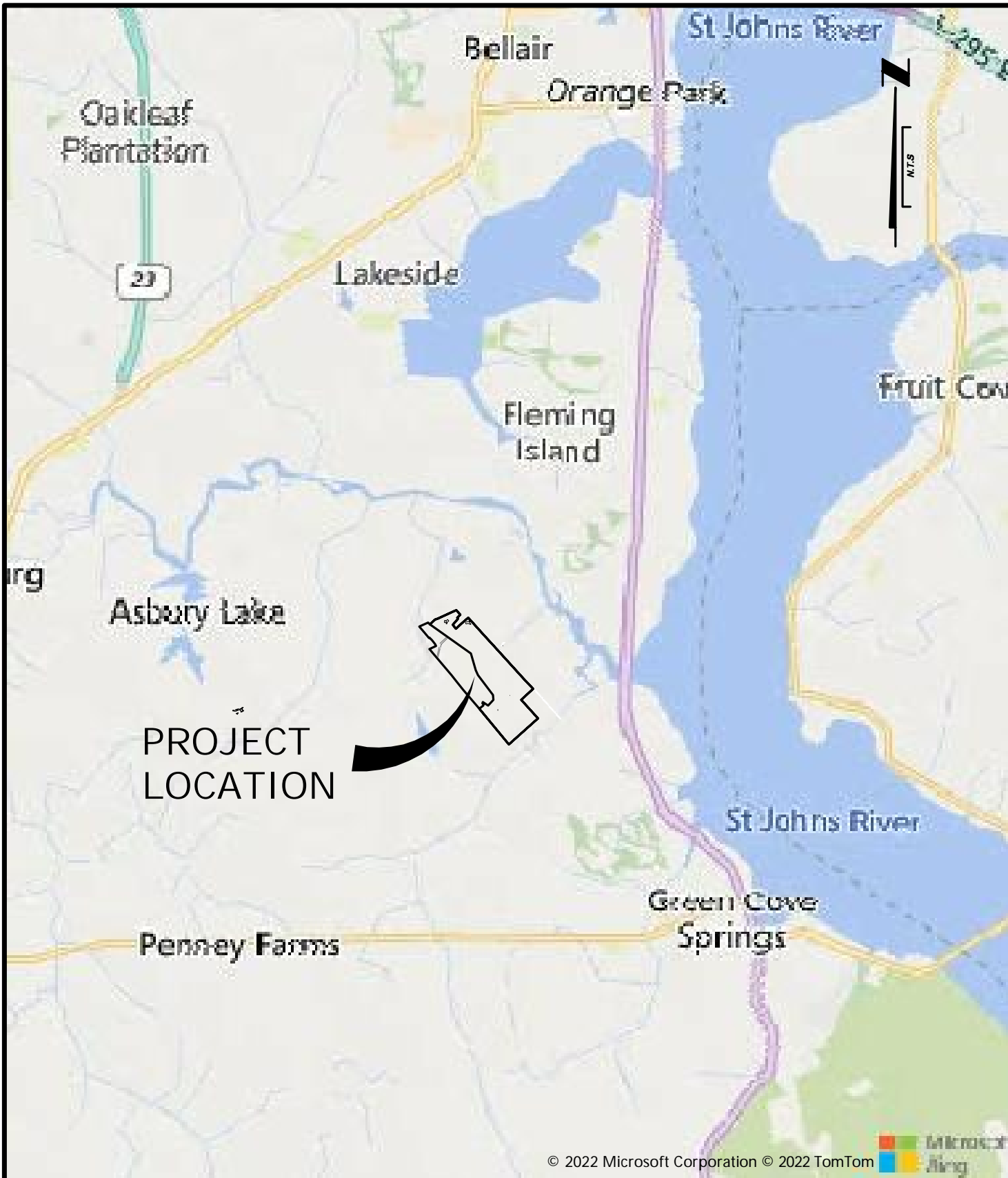


14775 Old St. Augustine Rd., Jacksonville, Fl. 32258
Phone (904) 642-8990 Reg. No: 2584
newlandann@etminc.com (904) 265-3164

Notes:

1. This document is prepared in for use by the Cross Creek North Community Development District, Clay County Florida and it is not intended for any other agency or third party use.
2. This document has been Digitally signed and sealed, printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies.

SECTION B
LOCATION MAP



PLOTTED: May 19, 2022 - 9:35 AM, By: Corinne Colleges
 I:\2019\19-327\19-327-08 CDD Annual Report\LandDev\Support\Annual Engineers Report\Exhibits\MsiteBx11.dwg

ETM
 VISION - EXPERIENCE - RESULTS
 ENGLAND - THIMS & MILLER, INC.
 14775 Old St. Augustine Road, Jacksonville, FL 32258
 TEL: (904) 642-8990, FAX: (904) 646-9485
 REG - 2584 LC - 0000316

VICINITY MAP

CROSS CREEK PHASE 2A















FLORIDA

ETM NO. 19-327-08
DRAWN BY:
DATE: 05/19/2022
DRAWING NO. ----

SECTION C
MASTER SITE PLAN

SECTION D
AMENITY CENTER PLAN

LEGEND

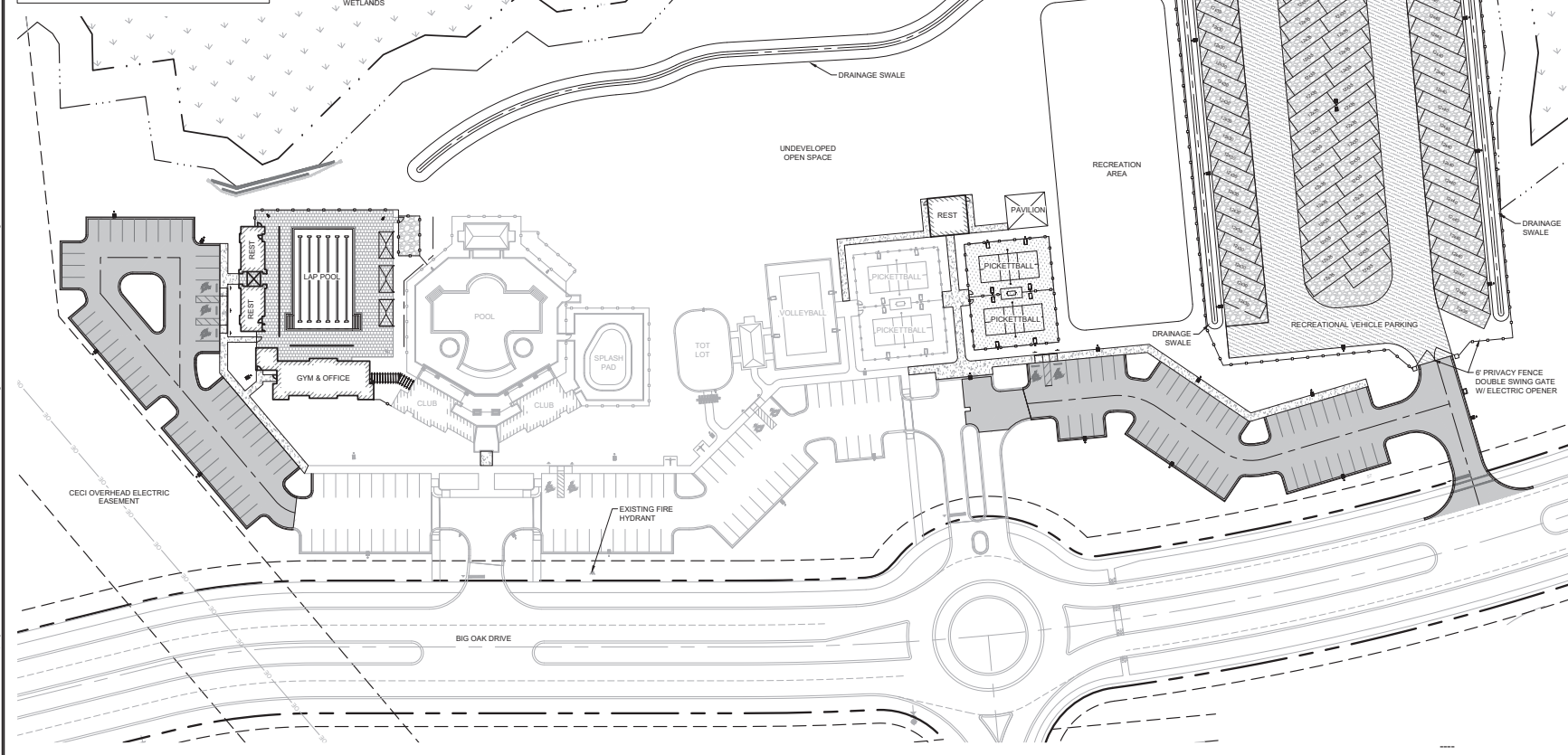
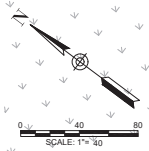
-  BUILDING EXTENTS
-  PROPOSED ASPHALT PAVEMENT
-  PROPOSED CONCRETE SIDEWALK
-  PROPOSED GRAVEL
-  PROPOSED ASPHALT MILLINGS
-  PROPOSED PAVERS
-  RIGHT OF WAY LINE
-  WETLAND LINE
-  25' WETLAND SETBACK LINE
-  PROPOSED FENCE
-  EXISTING SANITARY SEWER MANHOLE
-  EXISTING OVERHEAD ELECTRIC
-  EXISTING POWER POLE
-  EXISTING FIRE HYDRANT


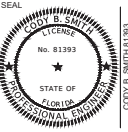
GENERAL PROJECT INFORMATION	
DRC APPLICATION NUMBER	202100009
MAJOR DEVELOPMENT APPLICATION NO.	COMM 202100015
PROPERTY APPRAISER NUMBER (REAL)	40-05-28-010206-000-29
ZONING DESIGNATION	LA MPC
PUD ORDINANCE NUMBER	N/A
FIRM-COMMUNITY-PANEL	12019CD170E
FLOOD ZONES	X
BASE FLOOD ELEVATION	N/A
VERTICAL DATUM USED FOR PROJECT	NAVD 88
CCUA AVAILABILITY NUMBER	

SITE DATA TABLE		
SITE AREA	±524,880 Sq. Ft. (12.05 AC)	
BUILDING AREA	±4,373 Sq. Ft. (0.10 AC)	
IMPERVIOUS AREA	174,128 Sq. Ft. (4.00 AC)	
YARD REQUIREMENTS		
	REQUIRED	PROVIDED
MINIMUM FRONT	10'	136.5'
MINIMUM SIDE	5'	97.5'
MINIMUM REAR	10'	96'
LOT REQUIREMENTS		
	MAXIMUM	PROVIDED
LOT COVERAGE (BUILDING)	NONE	1.3%
IMPERVIOUS AREA	NONE	33%

SITE PARKING DATA TABLE			
PROPOSED USE	RECREATION CENTER, POOL, BALL COURTS, PARK		
PROPOSED CAPACITY	REQUIRED	MAXIMUM	PROVIDED
TOTAL VEHICLE	75	N/A	99
STANDARD	72	N/A	94
ADA	3	N/A	5
MOTORCYCLE	0	N/A	0
BICYCLE	2	N/A	0

- NOTES:
- REQUIRED VEHICLE PARKING RATES PER CLAY COUNTY LDC.
 - POOL: 1 PER 50 SF UP TO 2,000 SF, THEN 1 PER 200 SF ADDITIONAL
 - COURTS: 3 PER COURT
 - RECREATION CENTER BUILDING: 1 PER 200 SF



CROSS CREEK AMENITIES CENTER PHASE 2	
PROJECT NAME	D.R. HORTON, INC. - JACKSONVILLE
PREPARED FOR	
 7807 BAYMEADOWS ROAD EAST, SUITE 200 JACKSONVILLE, FLORIDA USA 32256 PHONE 904.730.0360 WWW.HALFF.COM FL CA 33380 FL IC 26006045	
REVISIONS	DESCRIPTION
NO.	DATE
SEAL 	
PROJECT NO.	37736-034
ISSUED	5/15/2021
DRAWN BY	CBS
CHECKED BY	MAC
SCALE	1" = 40'
OVERALL SITE PLAN	
C-100	

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SECTION E
GENERAL INFORMATION

E. GENERAL INFORMATION:

This Annual Report is prepared in general compliance with Section 9.21 of the Master Trust Indenture for the Cross Creek North Community Development District (“CDD” or the “District”). ETM (England, Thims & Miller, Inc) performed a site review on May 30, 2023. Based on this limited field review, we found that the CDD owned facilities generally appeared to be in good condition and appeared to be well maintained and operational at the time of our site visit. It should be noted that because this report is based on limited field review only, that it is not intended to be exhaustive or comprehensive, but only an annual review to of the District owned and operated facilities to verify if these facilities appeared to be well maintained and in good condition. At the time of this report, the District owns and maintains improvements within completed Phases 1A, 1B, 1C, 2A, 2B-1, 2B-2, 2C, and 2F. Additional phases with Phase 2 are currently under construction including Phases 2D-1, 2D-2, 2E-1, and 2E-2; Phase 2D-1 is nearly complete awaiting final closeouts. A map showing the CDD owned facilities is included with this report.

F. PROJECT BACKGROUND:

The Cross Creek North CDD is located in Clay County, Florida (“County”), south of Sandridge Road and west of Russell Road. The overall project is approximately 970 acres+/- and the land within the District is wholly located within the 970 acres +/- per Clay County Ordinance No. 2017-10 (the “Development”). The authorized land uses within the District allows for residential development as well as open space and recreational amenities. The Cross Creek North Community Development District provides for the development of single-family lots, an amenity center, and neighborhood parks.

G. PUBLIC AGENCY OWNERSHIP:

The following improvements are currently owned and maintained by other Public Agencies as follows:

- A. Offsite turn lanes and road improvements within Sandridge Road are owned and maintained by Clay County.
- B. Future offsite turn lanes and road improvements within Russell Road will be or are owned and maintained by Clay County
- C. The onsite and offsite potable water distribution system, reuse water distribution system, sanitary sewer collection system within the public and CDD owned rights of ways and utility easements are owned and maintained by Clay County Utility Authority (CCUA).
- D. Electric facilities within public and CDD owned rights of ways and power line easements are owned and maintained by Clay County Electric Cooperative, Inc.
- E. The following onsite and offsite utilities located within the public rights of way are owned and maintained by the following entities. Gas mains are owned and maintained by TECO gas, fiber optic cables are owned and maintained by either AT&T or Comcast.

H. ENTRANCE SIGNAGE, DECORATIVE WALL, AND ASSOCIATED LANDSCAPING:

The District owned improvements include an entry monument with project signage, a decorative water wheel and associated landscaping located at the intersection of Sandridge Road and Big Oak Drive (project entrance). The project improvements also include landscaping along Big Oak Drive right of way at the project entrance. Based on limited field review, these improvements appeared to be in good condition and appeared to be well maintained. Therefore, we recommend ongoing maintenance, as may be required throughout the year.

I. AMENITY CENTER AND RECREATIONAL FACILITIES:

The District owned recreational improvements for this project include an Amenity Center with associated parking areas, an indoor fitness area with workout equipment, indoor eating and meeting areas, outdoor seating areas, restroom facilities, pool, sand volleyball court, tennis courts, fenced playscape area, and detailed landscaping, and lighting. Based on limited field review, these improvements appeared to be well maintained and in good condition. Therefore, we recommend ongoing maintenance as may be required throughout the year.

Construction is nearing completion on the Phase 2 Amenity Center improvements and expansion adjacent to the existing amenity center on the north and south side of the existing improvements. The expanded facilities will include a lab pool, additional restroom facilities, a 2,300 SF gym/office building, two additional pickleball/tennis courts, additional parking spaces and a lighted recreational vehicle parking lot.

J. POCKET PARKS AND ASSOCIATED LANDSCAPING:

The District owned improvements include several small grassed “pocket” park areas and several linear walking parks located throughout the project. The parks include sidewalks, hardscape, benches, landscaping, lighting, and other improvements. Based on this limited field review, these improvements appeared to be in good condition and appeared to be well maintained. Therefore, we recommend ongoing maintenance, as may be required throughout the year.

K. ROAD RIGHT OF WAYS AND ASSOCIATED LANDSCAPING:

All internal road right of ways are owned and maintained by the Cross Creek North CDD. Some of these rights of ways include landscape islands, decorative brick pavers, hardscape, curb, gutter, pavement, signage, lighting, and landscape features. Also included are five roundabouts, the first roundabout is located on Big Oak Drive at the intersection of Buck Creek Place and the amenity center. The second roundabout is located at the end of Big Oak Drive at Cold Stream Lane, the third roundabout is located at the intersection of Cold Stream Lane and Evening Oaks Lane, the fourth roundabout is located at the end of Cold Stream Lane at Cold Leaf Way. The fifth roundabout is located at the intersection of Cold Leaf Way and Oak Stream Drive. Based on limited field review these road rights of way generally appeared to be in good shape and well maintained. Generally, the project has been well maintained. In order to maintain the roadway system in good condition we recommend ongoing maintenance, as may be required throughout the year to ensure that the structures are functioning properly.

L. STORM WATER MANAGEMENT FACILITIES:

The District owned improvements within the completed phases of the District include eighteen (18) Stormwater Management Facilities (SMFs). Many of the SMFs are interconnected and have a common outfall. Within the future phases of Phase 2 there are another nine (9) SMFs that have been constructed as part of master infrastructure improvements for Phase 2.

Many of the SMFs are interconnected via a storm water pipes and are used for storage, attenuation, and treatment of storm water throughout the project. The control structures for each of these SMFs are generally located on the bank of the SMFs which attenuate the flow and set the normal water levels for the SMFs. Based on limited field review, the control structures generally appear to be in good condition and functioning properly. In order to maintain these facilities, we recommend ongoing

maintenance for the storm water management facilities as may be required throughout the year to ensure that this system is functioning properly.

M. LONG TERM MAINTENANCE:

In general, it appears that the District owned facilities are well maintained and generally in good condition. However, it should be noted that our field review was not exhaustive or comprehensive but is based on our limited field review (05/30/2023). As a Civil Engineering Consultant Firm, we do not have expertise in the maintenance and operation of the recreational facilities as well as the other CDD owned and operated facilities. Therefore, we recommend that the District Manager and the CDD Board consult to determine the best approach to operate and maintain these facilities. Moreover, it should be anticipated that over the life of these facilities, items such as, but not limited to roofing, pavement, curb, gutter, striping, signage, sidewalks, recreational equipment, etc. will need to be either repaired or replaced over time. Therefore, we recommend that the District Manager and the CDD Board set aside monies or look for alternative sources of capital, such as: refinancing bonds and / or issuing new long-term bonds, as may be needed over the life of the project for maintenance, repair and or replacement of these facilities over time as may be required. The appropriate amount of monies should be determined by the District Manager and the CDD Board, as soon as possible, so that each year a fund is established for this purpose. Furthermore, as a Civil Engineering Consultant Firm, we do not have expertise to advise the CDD Board for the appropriate amount of insurance coverage or the insurance rates that should be paid. Therefore, we recommend the District Manager and the CDD Board work with an insurance company or some other insurance expert to determine the appropriate coverage and rates that will work for this project. Finally, we recommend ongoing maintenance as may be required throughout the year to ensure that the District owned facilities, equipment, etc. are functioning properly.

N. CONSERVATION / PRESERVATION AREAS:

The District owns conservation areas/preservation areas throughout the project. These areas are lands that were required to be preserved by various agencies, including but not limited to the Army Corps of Engineers, the St. Johns River Water Management District, and Clay County. These areas are natural with many trees and heavy overgrowth; therefore, these areas were not reviewed. However, we recommend ongoing maintenance and removal of dead trees as may be required throughout the year.



Rizzetta & Company

Cross Creek North Community Development District

Preliminary Supplemental
Special Assessment Allocation Report
Special Assessment Bonds, Series 2023

June 13, 2023

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I. INTRODUCTION

This Preliminary Supplemental Special Assessment Allocation Report is being presented in anticipation of financing a capital infrastructure project by the Cross Creek North Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. The District plans to issue Special Assessment Bonds, Series 2023 and has retained Rizzetta & Company, Inc. to prepare a methodology for allocating the special assessments to be levied by the District in connection with the transaction.

II. DEFINED TERMS

“Capital Improvement Plan” – (or “CIP”) The District’s comprehensive plan for constructing and/or acquiring the District-wide system of public infrastructure improvements, all or a portion of which may be funded by the proceeds of District bonds.

“Developer” – DR Horton, Inc. - Jacksonville, a Delaware corporation.

“District” – Cross Creek North Community Development District.

“End User” – The ultimate purchaser of a fully developed residential unit; typically, a resident homeowner.

“Equivalent Assessment Unit” – (or “EAU”) Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District’s CIP on a particular land use, relative to other land uses.

“Indentures” – The Master Trust Indenture dated as of December 1, 2018 and the Third Supplemental Trust Indenture dated as of July 1, 2023.

“Master Report” – The Master Special Assessment Allocation Report dated September 11, 2018.

“Maximum Assessments” – The maximum amount of special assessments to be levied against the Series 2023 Assessment Area in relation to the Series 2023 Project.

“Platted Units” – Residential lots configured into their intended end-use and subject to a recorded plat.

“Series 2023 Assessment Area” – The 163 Platted Units in phases 2D-1 and 2F, plus an additional 188 units planned for the district in phases 2D-2, 2E-1, and 2E-2 of the development, and consisting of approximately 456 acres.



“Series 2023 Assessments” – Special assessments as contemplated by Chapters 190, 170, and 197, Florida Statutes, levied to secure repayment of the District’s Series 2023 Bonds.

“Series 2023 Bonds” – \$8,630,000 (estimated) Cross Creek North Community Development District Special Assessment Bonds, Series 2023.

“Series 2023 Project” – The Phases 2D-2F portion of the CIP, estimated to cost \$10,888,660 and expected to be partially funded by Series 2023 Bonds.

“True-Up Agreement” – The Agreement to be executed between the District and the Developer, regarding the True-Up and Payment of Series 2023 Assessments.

“Unplatted Parcels” – Undeveloped lands or parcels not yet subject to a recorded plat in their final end-use configuration.

All capitalized terms not defined herein shall retain the meaning ascribed in the Master Report.

III. DISTRICT INFORMATION

The District was established on February 28, 2017, pursuant to Clay County Ordinance No. 2017-10, effective March 3, 2017. On September 11, 2018, the District approved the Master Report, which specifies the allocation methodology to be used for the District’s bond assessments. This report will follow the methodology described in the Master Report for purposes of allocating the Series 2023 Assessments securing the District’s Series 2023 Bonds. This report will also establish a revised master assessment lien for the Series 2023 Assessment Area due to an increase in estimated costs associated with the CIP, and change in the development plan.

The District encompasses approximately 970 acres and is located entirely within Clay County. The current development plan for the Series 2023 Assessment Area of the District includes approximately 456 acres +/- and 351 planned residential units, of which 163 residential units are currently platted.

Table 1 illustrates the District’s current Series 2023 Assessment Area development plan.

IV. SERIES 2023 PROJECT

The Series 2023 Project is the Phases 2D-2F portion of the District’s Capital Improvement Plan and is estimated to cost \$10,888,660, of which a portion is expected to be funded by Series 2023 Bonds in the estimated amount of \$7,845,387. The balance of the Series 2023 Project may be funded by the Developer or other funding sources.

For more detailed information regarding the Series 2023 Project see Table 2 and for more information on the entire Capital Improvement Plan, see the Supplemental Engineer’s Report for the Capital Improvements for Series 2023 Project dated April 3, 2023.



V. SERIES 2023 BONDS AND SERIES 2023 ASSESSMENTS

In order to provide for the Series 2023 Project funding described in Section IV above, the District plans to issue Series 2023 Bonds, which will be secured by the pledged revenues from Series 2023 Assessments. The maximum principal amount to be levied on the Series 2023 Assessment Area is \$12,195,000 with a maximum annual assessment of \$1,032,566. The Maximum Assessments are predicated by the scenario in which the Series 2023 Project is funded entirely with bond proceeds. See tables 3A and 3B for financing information related to the maximum bonds and assessments.

However, it is anticipated that only a portion of the Series 2023 Project will be funded by bond proceeds, with the remaining costs to be funded by the developer or other sources, as described in section IV above. The Series 2023 Assessments are expected to initially be levied in the estimated principal amount of \$8,630,000 and shall be structured in the same manner as the Series 2023 Bonds, so that revenues from the Series 2023 Assessments are sufficient to fulfill the debt service requirements for the Series 2023 Bonds.

The Series 2023 Bonds will be structured as amortizing current-interest bonds, with repayment occurring in substantially equal annual installments of principal and interest. Interest payment dates shall occur every May 1 and November 1 from the date of issuance until final maturity on November 1, 2053. The first scheduled payment of coupon interest will be due on November 1, 2023, although interest will be capitalized through November 1, 2023, with the first installment of principal due on May 1, 2024. The annual principal payment will be due each May 1 thereafter until final maturity, with the estimated maximum annual debt service at \$593,892. The preliminary general financing terms of the Series 2023 Bonds are summarized on Table 3B.

It is expected that the Series 2023 Assessment installments assigned to Platted Units will be collected via the Clay County property tax bill process (Uniform Method)¹. Accordingly, the Series 2023 Assessments have been adjusted to allow for current county collection costs and the possibility that landowners will avail themselves of early payment discounts. Currently, the aggregate rate for costs and discounts is 6.0%, but this may fluctuate as provided by law.

VI. SERIES 2023 ASSESSMENT ALLOCATION

The District's Master Report contains specific special benefit findings relative to the Maximum Assessments and the District's CIP. As stated therein, the CIP cost per unit and Maximum Assessments were allocated pursuant to an EAU-based methodology. Due to changes in the District's CIP, and overall increase in estimated costs benefited by the Series 2023 Assessment Area, this report establishes updated Maximum Assessments for the Series 2023 Assessment Area using the same EAU-based methodology established in the Master Report. See table 5A for the allocation of Maximum Assessments.

Per Section IV above, the Series 2023 Bonds will fund a portion of the District's Series 2023 Project, which is expected to be constructed in a manner generally proportionate to the construction of improvements for the CIP. Accordingly, it is expected that the improvements



funded by the Series 2023 Bonds will confer benefit on the District's developable parcels within the Series 2023 Assessment Area in a manner generally proportionate to and consistent with the allocation of benefit found in the Master Report. Therefore, it is proper to impose Series 2023 Assessments on the units specified in Table 5B, as well as the District's Preliminary Series 2023 Assessment Roll.

A. Assessment Allocation

The Series 2023 Assessments are expected to ultimately be allocated to the Series 2023 Assessment Area, as shown on Table 5B. The Series 2023 Assessments are allocated based on the EAU methodology as described in the Master Report and as allocated, the Series 2023 Assessments fall within the cost/benefit thresholds, as well as the Maximum Assessment levels, established by the Master Report, and as amended by this report, and are fairly and reasonable allocated amount the different product types.²

B. Assignment of Assessments

The Series 2023 Bonds and Series 2023 Assessments have been sized based on the expectation that the Series 2023 Assessments will be fully absorbed by the 351 Platted Units shown on Table 5B. Some of the lands subject to the Series 2023 Assessments currently consist of Unplatted Parcels. Assessments will initially be levied on these parcels on an equal assessment per-acre basis. At the time parcels are platted or otherwise subdivided into Platted Units, individual proposed Series 2023 Assessments will be assigned to those Platted Units at the per-unit amounts described in Table 5B, thereby reducing the Series 2023 Assessments encumbering the Unplatted Parcels by a corresponding amount. Any unassigned amount of Series 2023 Assessments encumbering the remaining Unplatted Parcels will continue to be calculated and levied on an equal assessment per acre basis.

In the event an Unplatted Parcel is sold to a third party not affiliated with the Developer, Series 2023 Assessments will be assigned to that Unplatted Parcel based on the maximum total number of Platted Units assigned by the Developer to that Unplatted Parcel. The owner of that Unplatted Parcel will be responsible for the total assessments applicable to the Unplatted Parcel, regardless of the total number of Platted Units ultimately actually platted. These total assessments are fixed to the Unplatted Parcel at the time of the sale. If the Unplatted Parcel is subsequently subdivided into smaller parcels, the total assessments initially allocated to the Unplatted Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per acre until platting).

¹ The ultimate collection procedure is subject to District approval. Nothing herein should be construed as mandating collections that conflict with the terms, privileges, and remedies provided in the Indenture, Florida law, assessment resolutions, and/or other applicable agreements.

² The Series 2023 Assessments are below the maximum assessment level, but higher than the previously levied Series 2018 Assessments. The Developer has or will contribute infrastructure in lieu of assessments in an amount greater than or equal to the difference between the Series 2018 Assessments and the Series 2023 Assessments on behalf of lands within the Series 2018 Assessment Area (as described in the Supplemental Assessment Allocation Report for the Series 2018 Bonds) to ensure that lands with the Series 2018 Assessment Area share in the cost of the District's Capital Improvement Plan in a fair and equitable manner.



In the event that developable lands that derive benefit from the Series 2023 Project are added to the District boundaries, whether by boundary amendment or increase in density, Series 2023 Assessments will be allocated to such lands, pursuant to the methodology described herein.

VII. PREPAYMENT AND TRUE-UP OF SERIES 2023 ASSESSMENTS

The Series 2023 Assessments encumbering a parcel may be prepaid in full at any time, without penalty, together with interest at the rate on the corresponding Series 2023 Bonds to the bond interest payment date that is more than forty-five (45) days next succeeding the date of prepayment. Notwithstanding the preceding provisions, the District does not waive the right to assess penalties which would otherwise be permissible if the parcel being prepaid is subject to an assessment delinquency.

Because this methodology assigns defined, fixed assessments to Platted Units, the District's Series 2023 Assessment program is predicated on the development of units in the manner described in Table 1. However, if a change in development results in the net decrease in the overall principal amount of assessments able to be assigned to the lands described in Table 5B, then a true-up, or principal reduction payment, will be required to cure the deficiency. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for review pursuant to the terms herein. The District's Manager shall perform a review of the development plan for true-up calculation purposes upon the presentation of a Proposed Plat which, when combined with prior plats includes the lesser of (i) at least 50% of the acres within the Series 2023 Assessment Area, or (ii) at least 50% of the planned units for the Series 2023 Assessment Area. Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. If such Proposed Plat is consistent with the development plan as identified in Table 1, the District shall allocate the Series 2023 Assessments to the product types being platted and the remaining property in accordance with this Assessment Report and cause the Series 2023 Assessments to be recorded in the District's Improvement Lien Book. Once the Series 2023 Assessments are fully absorbed by Platted Units, any remaining Platted Units and/or lands may be subject to future debt assessments, or the Series 2023 Assessments may be reallocated. However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Series 2023 Assessments able to be assigned to the planned units described in this report, as determined by comparing the debt per acre amounts on the remaining Unplatted Parcels before and after presentation of the Proposed Plat, then the District shall require the Developer of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the shortfall in Series 2023 Assessments resulting from the reduction of planned units, which True-Up Payment shall become due and payable prior to the District's approval of the plat, in addition to the regular Series 2023 Assessment installment payable for lands owned by the Developer for that tax year. For more information on the true-up process, please see the True-Up Agreement.



Similarly, if a reconfiguration of lands would result in the collection of substantial excess Series 2023 Assessment revenue in the aggregate, then the District shall undertake a pro rata reduction of Series 2023 Assessments for all assessed properties.

VIII. ADDITIONAL STIPULATIONS

Certain financing, development and engineering data was provided by members of District staff, the District Underwriter, District Engineer and the Developer. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Inc. makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

Rizzetta & Company, Inc. does not represent the District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the District with financial advisory services or offer investment advice in any form.



Rizzetta & Company

EXHIBIT A:

PRELIMINARY/MAXIMUM ALLOCATION METHODOLOGY



Rizzetta & Company

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 1: SERIES 2023 PRELIMINARY DEVELOPMENT PLAN

PRODUCT	EAU	PHASE 2D-1 ⁽¹⁾	PHASE 2D-2	PHASE 2E-1	PHASES 2E-2	PHASE 2F ⁽¹⁾	TOTAL	
Single Family 40'	1.00	22	52	0	26	49	149	Units
Single Family 50'	1.00	28	49	35	26	64	202	Units
TOTAL:		50	101	35	52	113	351	

⁽¹⁾ The lots in phase 2D-1 and 2F are platted.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 2: SERIES 2023 PROJECT COST DETAIL

IMPROVEMENTS	ESTIMATED COSTS
Stormwater Management Facilities & Mass Grading	\$2,257,900
Potable & Reuse Distribution Systems	\$2,124,975
Sanitary Sewer Gravity Mains	\$1,934,560
Roadway & Stormwater Collection System	\$3,404,583
Eng., CEI, Survey, Platting & Contingency	\$1,166,642
Total Construction Costs	\$10,888,660
Estimated Series 2023 Project Funded by Series 2023 Bonds	\$7,845,387
Additional Costs Funded by the Developer or Other Sources	\$3,043,273
Total Construction Costs	\$10,888,660

NOTE: Infrastructure cost estimates provided by District Engineer.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 3A: FINANCING INFORMATION - SERIES 2023 MAXIMUM BONDS

Maximum Average Coupon Rate		7.50%
Maximum Annual Debt Service ("MADS")		\$1,032,566
SOURCES:		
MAXIMUM PAR AMOUNT		\$12,195,000 ⁽¹⁾
USES:		
Project Fund		(\$10,888,660)
Debt Service Reserve Fund (50% of MADS)		(\$516,283)
Capitalized Interest (6 MONTHS)		(\$457,313)
Costs of Issuance		(\$329,450)
Rounding		(\$3,295)
Total Uses		(\$12,195,000)

The District is not obligated to issue this amount of bonds.

TABLE 4A: FINANCING INFORMATION - SERIES 2023 MAXIMUM ASSESSMENTS

Maximum Interest Rate		7.50%
Maximum Principal Amount		\$12,195,000
Maximum Annual Installment		\$1,032,566 ⁽¹⁾
Estimated County Collection Costs	2.00%	\$21,969 ⁽²⁾
Maximum Early Payment Discounts	4.00%	\$43,939 ⁽²⁾
Maximum Total Annual Installment		\$1,098,474

(1) Based on MADS for the Maximum Bonds.

(2) May vary as provided by law.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 3B: PRELIMINARY FINANCING INFORMATION - SERIES 2023 BONDS

Estimated Issue Date	July 2023
Estimated Final Maturity	November 1, 2053
Principal Installments	30
Estimated Average Coupon Rate	5.50%
Estimated Maximum Annual Debt Service ("MADS")	\$593,892

SOURCES:

ESTIMATED PAR AMOUNT	\$8,630,000
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USES:

Project Fund	(\$7,845,387)
Debt Service Reserve Fund (50% of MADS)	(\$296,946)
Capitalized Interest (thru 11/1/2023)	(\$158,217)
Costs of Issuance	(\$329,450)
Total Uses	(\$8,630,000)

Source: District Underwriter. Numbers are preliminary and are subject to change.

TABLE 4B: PRELIMINARY FINANCING INFORMATION - SERIES 2023 ASSESSMENTS ⁽¹⁾

Estimated Interest Rate			5.50%
Estimated Initial Principal Amount			\$8,630,000
Aggregate Annual Installment			\$593,892
Estimated County Collection Costs	2.00%		\$12,636 ⁽²⁾
Maximum Early Payment Discounts	4.00%		\$25,272 ⁽²⁾
Estimated Total Annual Installment			\$631,800

(1) Ultimate collection schedule at the District's discretion.

(2) May vary as provided by law.

Note: Numbers are preliminary and are subject to change.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 5A: ASSESSMENT ALLOCATION - SERIES 2023 MAXIMUM ASSESSMENTS ⁽¹⁾

PRODUCT	UNITS	EAU	TOTAL EAU'S	PRODUCT TOTAL PRINCIPAL ⁽³⁾	PER UNIT PRINCIPAL	PRODUCT ANNUAL INSTLMT. ⁽²⁾⁽³⁾	PER UNIT INSTLMT. ⁽³⁾
Single Family 40'	149	1.00	149	\$5,176,795	\$34,744	\$466,304	\$3,130
Single Family 50'	202	1.00	202	\$7,018,205	\$34,744	\$632,170	\$3,130
TOTAL	351		351	12,195,000		\$1,098,474	

(1) Represents maximum assessments based on allocation of the total CIP costs. Actual Imposed amounts expected to be significantly lower, see table 5B.

(2) Product total shown for illustrative purposes and are not fixed per product type.

(3) Includes estimated Clay County collection costs/payment discounts, which may fluctuate.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 5B: PRELIMINARY ASSESSMENT ALLOCATION - SERIES 2023 ASSESSMENTS (1)

PRODUCT	UNITS (2)	EAU	TOTAL EAU'S	PRODUCT TOTAL PRINCIPAL (3)	PER UNIT PRINCIPAL	PRODUCT ANNUAL INSTLMT. (3)(4)	PER UNIT INSTLMT. (4)
Single Family 40'	149	1.00	149	\$3,663,447	\$24,587	\$268,200	\$1,800
Single Family 50'	202	1.00	202	\$4,966,553	\$24,587	\$363,600	\$1,800
TOTAL	351		351	8,630,000		\$631,800	

(1) Allocation of estimated Series 2023 Assessments expected to be levied.
(2) Series 2023 Assessments expected to be absorbed by 351 units. There are 163 lots currently platted in phases 2D-1 and 2F.
(3) Product total shown for illustrative purposes and are not fixed per product type.
(4) Includes estimated Clay County collection costs/payment discounts, which may fluctuate.

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
MAXIMUM SERIES 2023 ASSESSMENT LIEN ROLL**

PARCEL	LEGAL DESCRIPTION	PRODUCT	MAXIMUM SERIES 2023 PRINCIPAL PER UNIT/ACRE	MAXIMUM SERIES 2023 ANNUAL INSTALLMENT PER UNIT/ACRE ⁽¹⁾
46-05-26-010301-008-97	LOT 1114 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-008-98	LOT 1115 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-008-99	LOT 1116 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-01	LOT 1117 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-02	LOT 1118 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-03	LOT 1119 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-04	LOT 1120 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-05	LOT 1121 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-06	LOT 1122 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-07	LOT 1123 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-09	LOT 1125 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-10	LOT 1126 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-11	LOT 1127 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-13	LOT 1129 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-14	LOT 1130 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-17	LOT 1133 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-18	LOT 1134 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-21	LOT 1137 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-22	LOT 1138 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-23	LOT 1139 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-26	LOT 1142 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-27	LOT 1143 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-30	LOT 1146 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-31	LOT 1147 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-34	LOT 1150 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-35	LOT 1151 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-38	LOT 1154 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-39	LOT 1155 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-41	LOT 1157 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-44	LOT 1160 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-45	LOT 1161 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-46	LOT 1162 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-47	LOT 1163 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-48	LOT 1164 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-51	LOT 1167 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-52	LOT 1168 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-55	LOT 1171 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-56	LOT 1172 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-59	LOT 1175 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-60	LOT 1176 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-65	LOT 1181 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-66	LOT 1182 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-69	LOT 1185 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-70	LOT 1186 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-73	LOT 1189 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-74	LOT 1190 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-77	LOT 1193 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-78	LOT 1194 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-81	LOT 1197 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-93	LOT 524 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-009-94	LOT 525 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-009-95	LOT 526 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-009-96	LOT 527 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-009-97	LOT 528 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-009-98	LOT 529 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-009-99	LOT 530 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-00	LOT 531 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-01	LOT 532 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-02	LOT 533 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-03	LOT 534 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-04	LOT 535 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-05	LOT 536 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-06	LOT 537 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-07	LOT 538 CROSS CREEK 2D-1	40	\$34,744	\$3,130

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
MAXIMUM SERIES 2023 ASSESSMENT LIEN ROLL**

PARCEL	LEGAL DESCRIPTION	PRODUCT	MAXIMUM SERIES 2023 PRINCIPAL PER UNIT/ACRE	MAXIMUM SERIES 2023 ANNUAL INSTALLMENT PER UNIT/ACRE ⁽¹⁾
46-05-26-010301-010-08	LOT 539 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-09	LOT 540 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-10	LOT 541 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-11	LOT 542 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-12	LOT 543 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-13	LOT 544 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-14	LOT 545 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-15	LOT 546 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-16	LOT 547 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-17	LOT 548 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-18	LOT 549 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-19	LOT 550 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-20	LOT 551 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-21	LOT 552 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-22	LOT 553 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-23	LOT 554 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-24	LOT 555 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-25	LOT 556 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-26	LOT 557 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-27	LOT 558 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-28	LOT 559 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-29	LOT 560 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-30	LOT 561 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-31	LOT 562 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-32	LOT 563 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-33	LOT 564 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-34	LOT 565 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-35	LOT 566 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-36	LOT 567 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-37	LOT 568 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-38	LOT 569 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-39	LOT 570 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-40	LOT 571 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-41	LOT 572 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-42	LOT 573 CROSS CREEK 2D-1	50	\$34,744	\$3,130
UNPLATTED ⁽²⁾	Phases 2D-2, 2E-1, & 2E-2	295.43 acres	\$22,109/acre	\$1,992/acre
TOTAL			\$12,195,000	\$1,098,474

(1) Includes estimated county collection costs/payment discounts, which may fluctuate.
(2) See legal description attached.

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY SERIES 2023 ASSESSMENT LIEN ROLL**

PARCEL	LEGAL DESCRIPTION	PRODUCT	ESTIMATED SERIES 2023 PRINCIPAL PER UNIT/ACRE	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT PER UNIT/ACRE ⁽¹⁾
46-05-26-010301-008-97	LOT 1114 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-008-98	LOT 1115 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-008-99	LOT 1116 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-01	LOT 1117 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-02	LOT 1118 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-03	LOT 1119 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-04	LOT 1120 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-05	LOT 1121 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-06	LOT 1122 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-07	LOT 1123 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-09	LOT 1125 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-10	LOT 1126 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-11	LOT 1127 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-13	LOT 1129 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-14	LOT 1130 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-17	LOT 1133 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-18	LOT 1134 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-21	LOT 1137 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-22	LOT 1138 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-23	LOT 1139 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-26	LOT 1142 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-27	LOT 1143 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-30	LOT 1146 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-31	LOT 1147 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-34	LOT 1150 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-35	LOT 1151 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-38	LOT 1154 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-39	LOT 1155 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-41	LOT 1157 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-44	LOT 1160 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-45	LOT 1161 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-46	LOT 1162 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-47	LOT 1163 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-48	LOT 1164 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-51	LOT 1167 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-52	LOT 1168 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-55	LOT 1171 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-56	LOT 1172 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-59	LOT 1175 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-60	LOT 1176 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-65	LOT 1181 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-66	LOT 1182 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-69	LOT 1185 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-70	LOT 1186 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-73	LOT 1189 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-74	LOT 1190 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-77	LOT 1193 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-78	LOT 1194 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-81	LOT 1197 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$24,587	\$1,800
46-05-26-010301-009-93	LOT 524 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-009-94	LOT 525 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-009-95	LOT 526 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-009-96	LOT 527 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-009-97	LOT 528 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-009-98	LOT 529 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-009-99	LOT 530 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-00	LOT 531 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-01	LOT 532 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-010-02	LOT 533 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-03	LOT 534 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-04	LOT 535 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-05	LOT 536 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-010-06	LOT 537 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-07	LOT 538 CROSS CREEK 2D-1	40	\$24,587	\$1,800

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY SERIES 2023 ASSESSMENT LIEN ROLL**

PARCEL	LEGAL DESCRIPTION	PRODUCT	ESTIMATED SERIES 2023 PRINCIPAL PER UNIT/ACRE	ESTIMATED SERIES 2023 ANNUAL INSTALLMENT PER UNIT/ACRE ⁽¹⁾
46-05-26-010301-010-08	LOT 539 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-010-09	LOT 540 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-10	LOT 541 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-11	LOT 542 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-010-12	LOT 543 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-010-13	LOT 544 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-14	LOT 545 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-15	LOT 546 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-010-16	LOT 547 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-010-17	LOT 548 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-18	LOT 549 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-19	LOT 550 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-010-20	LOT 551 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-010-21	LOT 552 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-22	LOT 553 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-23	LOT 554 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-010-24	LOT 555 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-010-25	LOT 556 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-26	LOT 557 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-27	LOT 558 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-010-28	LOT 559 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-010-29	LOT 560 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-30	LOT 561 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-31	LOT 562 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-010-32	LOT 563 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-010-33	LOT 564 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-34	LOT 565 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-35	LOT 566 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-010-36	LOT 567 CROSS CREEK 2D-1	40	\$24,587	\$1,800
46-05-26-010301-010-37	LOT 568 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-38	LOT 569 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-39	LOT 570 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-40	LOT 571 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-41	LOT 572 CROSS CREEK 2D-1	50	\$24,587	\$1,800
46-05-26-010301-010-42	LOT 573 CROSS CREEK 2D-1	50	\$24,587	\$1,800
UNPLATTED ⁽²⁾	Phases 2D-2, 2E-1, & 2E-2	295.43 acres	\$15,646/acre	\$1,145/acre
TOTAL			\$8,630,000	\$631,800

(1) Includes estimated county collection costs/payment discounts, which may fluctuate.
(2) See legal description attached.

EXHIBIT 2

A PORTION OF THE PLAT OF FLORIDA FARMERS LAND COMPANY SUBDIVISION RECORDED IN MAP BOOK 1, PAGE 49 OF THE CURRENT PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LANDS DESCRIBED BOOK 1945, PAGE 1429 OF THE OFFICIAL RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 739-B (AN 80 FOOT RIGHT-OF-WAY AS CURRENTLY ESTABLISHED);

FROM THE POINT OF BEGINNING THUS DESCRIBED THENCE NORTH 66°20'40" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 758.86 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN BOOK 1862, PAGE 990 OF THE OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 42°38'23" EAST, 197.67 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 47°10'15" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, 569.13 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 739-B; THENCE NORTH 66°20'40" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 259.46 FEET; THENCE NORTH 65°50'01" EAST, 1,420.13 FEET; THENCE SOUTH 23°50'27" EAST, 7.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 7,672.44 FEET, A CHORD BEARING AND DISTANCE OF NORTH 63°02'58" EAST, 179.88 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 41°37'47" EAST, 349.06 FEET; THENCE SOUTH 43°40'16" EAST, 140.37 FEET; THENCE SOUTH 47°05'52" WEST, 353.23 FEET; THENCE SOUTH 42°17'58" EAST, 92.94 FEET; THENCE SOUTH 39°11'35" WEST, 648.77 FEET; THENCE SOUTH 42°41'53" EAST, 385.38 FEET; THENCE NORTH 47°11'24" EAST, 628.50 FEET; THENCE NORTH 47°25'06" EAST, 667.85 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 209 (AN 80 FOOT RIGHT-OF-WAY AS CURRENTLY ESTABLISHED); THENCE THE FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE, SOUTH 42°34'18" EAST, 1901.87 FEET; THENCE SOUTH 42°32'58" EAST, 1,199.83 FEET; THENCE SOUTH 42°34'14" EAST, 3,601.04 FEET; THENCE SOUTH 42°30'44" EAST, 972.96 FEET TO THE NORTHERLY CORNER OF LOT 2, BLOCK 46 OF THE AFOREMENTIONED FLORIDA FARMERS LAND COMPANY SUBDIVISION; THENCE SOUTH 47°07'59" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 AND LOT 11 BLOCK 46, 1304.70 FEET TO THE WESTERLY CORNER OF SAID LOT 11; THENCE SOUTH 42°27'00" EAST ALONG THE SOUTHWESTERLY LINES OF LOTS 9, 10 AND 11 BLOCK 46, 1,993.24 TO THE SOUTHERLY CORNER OF SAID LOT 9; THENCE SOUTH 47°40'43" WEST TO AND ALONG THE SOUTHEASTERLY LINE OF LOTS 4 AND 9, BLOCK 47 AND LOT 4, BLOCK 48, 3,103.40 FEET TO THE SOUTHWESTERLY LINE OF SAID PLAT; THENCE NORTH 39°53'54" WEST ALONG SAID SOUTHWESTERLY PLAT LINE, 9,299.77 FEET TO THE SOUTHERLY CORNER OF LOT 5, BLOCK 18; THENCE NORTH 42°33'44" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 5, 602.10 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN BOOK 1962, PAGE 1282 OF SAID OFFICIAL RECORDS; THENCE THE FOLLOWING COURSES ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID LANDS, NORTH 64°56'17" EAST, 583.25 FEET; THENCE NORTH 16°10'10" WEST, 155.89 FEET; THENCE NORTH 39°42'11" WEST, 400.91 FEET; THENCE NORTH 43°53'05" WEST, 297.66 FEET; THENCE SOUTH 38°35'10" WEST, 59.97 FEET; THENCE NORTH 40°07'09" WEST, 563.34 FEET TO THE MOST EASTERLY CORNER OF AFORMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1945, PAGE 1429; THENCE NORTH 40°11'24" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, 643.74 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 970.12 ACRES, MORE OR LESS.

RESOLUTION 2023-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT DECLARING SPECIAL ASSESSMENTS; DESIGNATING THE NATURE AND LOCATION OF THE PROPOSED IMPROVEMENTS; DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID; DESIGNATING THE LANDS UPON WHICH THE ASSESSMENTS SHALL BE LEVIED; PROVIDING FOR AN ASSESSMENT PLAT AND A PRELIMINARY ASSESSMENT ROLL; ADDRESSING THE SETTING OF PUBLIC HEARINGS; PROVIDING FOR PUBLICATION OF THIS RESOLUTION; AND ADDRESSING CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

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

WHEREAS, the District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct roadways, sewer and water distribution systems, stormwater management/earthwork improvements, landscape, irrigation and entry features, conservation and mitigation, street lighting and other infrastructure projects, and services necessitated by the development of, and serving lands within, the District; and

WHEREAS, pursuant to Resolution 2018-07, the District has previously established the original Project as described in the *Engineer's Report* dated March 21, 2017 ("**Original Project**"), adopted an estimated cost of the Project, and levied a special assessment to support bonds issued by the District to fund the Project; and

WHEREAS, due to rising costs, the District previously adopted the *Supplemental Engineer's Report* dated January 18, 2022, which adopted revised Project costs, but did not revise the master assessment lien imposed by Resolution 2018-07; and

WHEREAS, the costs of the Original Project have continued to increase, and the District hereby determines to undertake, install, plan, establish, construct or reconstruct, enlarge or extend, equip, acquire, operate, and/or maintain the additions to the District's overall capital improvement plan as described in the District's *Supplemental Engineer's Report*, dated April 3, 2023 ("**Project**"), which is attached hereto as **Exhibit A** and incorporated herein by reference; and

WHEREAS, it is in the best interest of the District to pay for all or a portion of the cost of the Project by the levy of special assessments ("**Assessments**") using the methodology set forth in that *Master Special Assessment Allocation Report*, September 11, 2018, as supplemented by the *Preliminary Supplemental Assessment Allocation Report* which is attached hereto as **Exhibit B**, incorporated herein by reference, and on file with the District Manager at c/o Rizzetta & Company, Inc., 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 ("**District Records Office**");

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

1. **AUTHORITY FOR THIS RESOLUTION; INCORPORATION OF RECITALS.** This Resolution is adopted pursuant to the provisions of Florida law, including without limitation Chapters 170, 190 and 197, *Florida Statutes*. The recitals stated above are incorporated herein and are adopted by the Board as true and correct statements.

2. **DECLARATION OF ASSESSMENTS.** The Board hereby declares that it has determined to undertake the Project and to defray all or a portion of the cost thereof by the Assessments.

3. **DESIGNATING THE NATURE AND LOCATION OF IMPROVEMENTS.** The nature and general location of, and plans and specifications for, the Project are described in **Exhibit A**, which is on file at the District Records Office. **Exhibit B** is also on file and available for public inspection at the same location.

4. **DECLARING THE TOTAL ESTIMATED COST OF THE IMPROVEMENTS, THE PORTION TO BE PAID BY ASSESSMENTS, AND THE MANNER AND TIMING IN WHICH THE ASSESSMENTS ARE TO BE PAID.**

- A. The total estimated cost of the Project is **\$10,888,660** (“**Estimated Cost**”).
- B. The Assessments will defray no more than **\$12,195,000**, which is the anticipated maximum par value of any bonds and which includes all or a portion of the Estimated Cost, as well as other financing-related costs, as set forth in **Exhibit B**, and which is in addition to interest and collection costs. On an annual basis, the Assessments will defray no more than **\$1,098,474** per year, again as set forth in **Exhibit B**.
- C. The manner in which the Assessments shall be apportioned and paid is set forth in **Exhibit B**, as may be modified by supplemental assessment resolutions. The Assessments will constitute a “master” lien, which may be imposed without further public hearing in one or more separate liens each securing a series of bonds, and each as determined by supplemental assessment resolution. With respect to each lien securing a series of bonds, the special assessments shall be paid in not more than (30) thirty yearly installments. The special assessments may be payable at the same time and in the same manner as are ad-valorem taxes and collected pursuant to Chapter 197, *Florida Statutes*; provided, however, that in the event the uniform non ad-valorem assessment method of collecting the Assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Assessments may be collected as is otherwise permitted by law, including but not limited to by direct bill. The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

5. **DESIGNATING THE LANDS UPON WHICH THE SPECIAL ASSESSMENTS SHALL BE LEVIED.** The Assessments securing the Project shall be levied on the lands within the District, as described in **Exhibit B**, and as further designated by the assessment plat hereinafter provided for.

6. **ASSESSMENT PLAT.** Pursuant to Section 170.04, *Florida Statutes*, there is on file, at the

District Records Office, an assessment plat showing the area to be assessed certain plans and specifications describing the Project and the estimated cost of the Project, all of which shall be open to inspection by the public.

7. **PRELIMINARY ASSESSMENT ROLL.** Pursuant to Section 170.06, *Florida Statutes*, the District Manager has caused to be made a preliminary assessment roll, in accordance with the method of assessment described in **Exhibit B** hereto, which shows the lots and lands assessed, the amount of benefit to and the assessment against each lot or parcel of land and the number of annual installments into which the assessment may be divided, which assessment roll is hereby adopted and approved as the District's preliminary assessment roll.

8. **PUBLIC HEARINGS DECLARED; DIRECTION TO PROVIDE NOTICE OF THE HEARINGS.** Pursuant to Sections 170.07 and 197.3632(4)(b), *Florida Statutes*, among other provisions of Florida law, there are hereby declared two public hearings to be held as follows:

NOTICE OF PUBLIC HEARINGS

DATE: July 26, 2023
TIME: 1:00 p.m.
LOCATION: Cross Creek North Amenity Center
2895 Big Oak Drive
Green Cover Springs, Florida 32043

The purpose of the public hearings is to hear comment and objections to the proposed special assessment program for District improvements as identified in the preliminary assessment roll, a copy of which is on file and as set forth in **Exhibit B**. Interested parties may appear at that hearing or submit their comments in writing prior to the hearings at the District Records Office.

Notice of said hearings shall be advertised in accordance with Chapters 170, 190 and 197, *Florida Statutes*, and the District Manager is hereby authorized and directed to place said notice in a newspaper of general circulation within the County in which the District is located (by two publications one week apart with the first publication at least twenty (20) days prior to the date of the hearing established herein). The District Manager shall file a publisher's affidavit with the District Secretary verifying such publication of notice. The District Manager is further authorized and directed to give thirty (30) days written notice by mail of the time and place of this hearing to the owners of all property to be assessed and include in such notice the amount of the assessment for each such property owner, a description of the areas to be improved and notice that information concerning all assessments may be ascertained at the District Records Office. The District Manager shall file proof of such mailing by affidavit with the District Secretary.

9. **PUBLICATION OF RESOLUTION.** Pursuant to Section 170.05, *Florida Statutes*, the District Manager is hereby directed to cause this Resolution to be published twice (once a week for two (2) weeks) in a newspaper of general circulation within the County in which the District is located and to provide such other notice as may be required by law or desired in the best interests of the District.

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

11. **SEVERABILITY.** If any section or part of a section of this resolution be declared invalid or unconstitutional, the validity, force, and effect of any other section or part of a section of this resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a

section of this resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

12. **EFFECTIVE DATE.** This Resolution shall become effective upon its adoption.

PASSED AND ADOPTED this 3 day of June, 2023.

ATTEST:

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT
DISTRICT**

Secretary/Asst. Secretary

Chairman

Exhibit A: *Engineer's Report, dated April 3, 2023*

Exhibit B: *Preliminary Supplemental Special Assessment Methodology Report, dated June 13, 2023*

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 2023

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from May 1, 2023 through May 31, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$41,880.28**

Approval of Expenditures:

_____ Chairperson

_____ Vice Chairperson

_____ Assistant Secretary

Company name: Cross Creek North Community Development District
Report name: Check register
Created on: 6/8/2023
Location: 274--Cross Creek North

Bank	Date	Vendor	Document no.	Amount Cleared
274TRUISTOP - Truist Bank	Account no: 100198643438			
	5/11/2023	V0145--AMTEC	100152	450.00 5/31/2023
	5/16/2023	V0448--Charles Aquatics, Inc.	100153	2,695.00 5/31/2023
	5/31/2023	V0518--Clay County Utility Authority	EFT	171.48 5/31/2023
	5/26/2023	V0518--Clay County Utility Authority	EFT	2,417.27 5/31/2023
	5/18/2023	V0519--Clay Electric Cooperative, Inc.	EFT	3,449.00 5/31/2023
	5/15/2023	V0550--COMCAST	EFT	324.11 5/31/2023
	5/3/2023	V02948--Constant Contact, Inc	EFT	9.49 5/31/2023
	5/25/2023	V03757--Cool Connections, Inc.	100161	757.40 In Transit
	5/8/2023	V0738--Doody Daddy, LLC	100146	361.00 In Transit
	5/23/2023	V0810--England, Thims & Miller, Inc.	100157	797.00 5/31/2023
	5/23/2023	V0905--Florida Department of Health in Clay County	100158	475.00 5/31/2023
	5/19/2023	V1046--Greenpoint, Inc.	100156	15,760.15 5/31/2023
	5/23/2023	V02841--Hawkins, Inc	100159	645.92 5/31/2023
	5/1/2023	V02841--Hawkins, Inc	100145	574.05 5/31/2023
	5/8/2023	V02930--Hi-Tech System Associates	100147	50.00 5/31/2023
	5/8/2023	V03692--IT Systems of Jacksonville, LLC	100148	515.00 5/31/2023
	5/8/2023	V1428--Kutak Rock, LLP	100149	359.67 5/31/2023
	5/9/2023	V1996--Republic Services	EFT	129.42 5/31/2023
	5/1/2023	V1954--Rizzetta & Company, Inc.	100144	4,347.01 5/31/2023
	5/23/2023	V03746--Rogers Pavement Maintenance Inc.	100160	800.00 In Transit
	5/16/2023	V2289--Sunbelt Gated Access Systems of Florida, LLC	100155	172.00 5/31/2023
	5/25/2023	V2550--Vesta Property Services, Inc.	100162	339.56 In Transit
	5/8/2023	V2550--Vesta Property Services, Inc.	100151	6,280.75 5/31/2023
Total for 274TRUISTOP				41,880.28

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 2023

Presented For Board Approval

Attached please find the check register listing the Operation and Maintenance expenditures paid from June 1, 2023 through June 30, 2023. This does not include expenditures previously approved by the Board.

The total items being presented: **\$48,102.19**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

Company name: Cross Creek North Community Development District
Report name: Check register
Created on: 7/5/2023
Location: 274--Cross Creek North

Bank	Date	Vendor	Document no.	Amount Cleared
274TRUISTOP - Truist Bank	Account no: 1000198643438			
	6/15/2023	V0169--Anthony K. Sharp	100178	200.00 In Transit
	6/5/2023	V0448--Charles Aquatics, Inc.	100168	2,695.00 In Transit
	6/30/2023	V0518--Clay County Utility Authority	EFT	2,531.72 In Transit
	6/16/2023	V0518--Clay County Utility Authority	100182	150.00 In Transit
	6/15/2023	V0519--Clay Electric Cooperative, Inc.	EFT	3,306.00 In Transit
	6/1/2023	V0520--Clay Today	100164	64.80 In Transit
	6/15/2023	V0550--COMCAST	EFT	322.41 In Transit
	6/8/2023	V0738--Doody Daddy, LLC	100175	361.00 In Transit
	6/8/2023	V0810--England, Thims & Miller, Inc.	100176	292.50 In Transit
	6/5/2023	V1037--Grau & Associates, P.A.	100169	1,500.00 In Transit
	6/15/2023	V1046--Greenpoint, Inc.	100179	15,760.15 In Transit
	6/8/2023	V02841--Hawkins, Inc	100177	671.32 In Transit
	6/6/2023	V02841--Hawkins, Inc	100174	691.00 In Transit
	6/5/2023	V02930--Hi-Tech System Associates	100170	50.00 In Transit
	6/1/2023	V03692--IT Systems of Jacksonville, LLC	100165	1,030.00 In Transit
	6/30/2023	V1428--Kutak Rock, LLP	100184	432.50 In Transit
	6/5/2023	V1428--Kutak Rock, LLP	100171	2,028.72 In Transit
	6/6/2023	V1996--Republic Services	EFT	128.91 In Transit
	6/1/2023	V1954--Rizzetta & Company, Inc.	100163	4,347.01 In Transit
	6/15/2023	V2042--Robert Porter	100180	200.00 In Transit
	6/15/2023	V2141--Shane T. Ricci	100181	200.00 In Transit
	6/5/2023	V03705--Trevesta Community Development Distr	100172	38.23 In Transit
	6/30/2023	V2502--Turner Pest Control, LLC	100185	127.05 In Transit
	6/1/2023	V2513--U.S. Bank	100166	4,040.63 In Transit
	6/19/2023	V2550--Vesta Property Services, Inc.	100183	280.66 In Transit
	6/5/2023	V2550--Vesta Property Services, Inc.	100173	6,280.75 In Transit
	6/1/2023	V2550--Vesta Property Services, Inc.	100167	371.83 In Transit
Total for 274TRUISTOP				48,102.19

RESOLUTION 2023- 12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT REDESIGNATING THE SECRETARY OF THE DISTRICT, AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Cross Creek North Community Development District (the "District") is a local unit of special-purpose government organized and existing in accordance with Chapter 190, Florida Statutes, and situated entirely within Clay County, Florida; and

WHEREAS, the Board of Supervisors (hereinafter the "Board") previously designated Bob Schleifer as Secretary pursuant to Resolution 2020-05; and

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

Section 1. Scott Brizendine is appointed Secretary

Section 2. This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED THIS 26th DAY OF JULY 2023.

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

CHAIRMAN/VICE CHAIRMAN

ATTEST:

ASSISTANT SECRETARY

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL ENGINEER'S REPORT**

for the

**CAPITAL IMPROVEMENTS
FOR SERIES 2023 PROJECT**

Prepared for

Board of Supervisors

Cross Creek North Community Development District

Prepared by

England-Thims & Miller, Inc.
14775 St. Augustine Road
Jacksonville, Florida 32258
904-642-8990

ETM Job No. 19-327-07

April 3, 2023
Revised July 13, 2023

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INTRODUCTION

The Supplemental Engineer's Report for the Cross Creek North Community Development District (the "District") describes the improvements to be included in the Series 2023 Project, which includes a portion of the capital improvement plan necessary for the completion of the remaining portion of Phase 2, Phases 2D-1, 2D-2, 2E-1, 2E-2 and 2F (together, the "Series 2023 Assessment Area") as well as other recreational improvements and infrastructure. This report should be read in conjunction with prior engineer's reports adopted by the District.

The Cross Creek North Community Development District (the "District"), incorporating Phase 1 and Phase 2 of Cross Creek, is a ± 970.12 acre residential development located within the unincorporated area of northeastern Clay County, Florida. The District is located in Section 46 lying in Township 5 South, Range 26 East. The District is currently bounded on the northwest by Sandridge Road and the northeast by Russell Road, vacant property to the west and south. Access to the District is via Russell Road (C.R. 209) and Sandridge Road and is approximately 5.8 miles north of Green Cove Springs and approximately 2 miles from a major interchange on the outer beltway expressway system currently under construction. **Exhibit 1** is a Location Map showing the location of the Cross Creek North CDD in Clay County and the adjacent roads. **Exhibit 2** is a legal description of the District.

The District is a local unit of special-purpose government established by Ordinance No. 2017-10 of the Board of County Commissioners for Clay County, Florida. The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for the community development within the District.

The District consists of the Cross Creek Master Community Development located within the Lake Asbury Master Plan Area. As a requirement of the Development, D. R. Horton, Inc. has platted approximately ± 37 acres for parks and approximately ± 96 acres of uplands for preservation protecting the existing wetlands on the site within Phase 1 of Cross Creek. Within Phase 2 approximately ± 38 acres for parks/open space and approximately ± 438 acres of wetlands and uplands for preservation protecting the existing wetlands will be platted.

The Cross Creek plans for the District includes 1,300 single-family homes, 415 single family homes within Phase 1 and 885 single family homes within Phase 2. The community also includes an Amenity Center area and neighborhood park areas throughout both phases of Cross Creek. **Exhibit 3** shows the future land uses within the property and surrounding area located within the Lake Asbury Master Plan. **Exhibit 4** shows the overall layout for the Cross Creek Community showing the proposed residential lots, open spaces, stormwater management facilities, etc.

OVERVIEW OF THE DEVELOPMENT

The project is being developed in two (2) major phases with Phase 1 infrastructure complete and Phase 2 currently under construction. Phase 1 of the development consists of 415 single family lots, seven (7) neighborhood recreation areas, and the master infrastructure to support Phase 1. Phase 2 of development consists of 885 single-family units which will be constructed in nine (9) sub-phases, Phases 2A – 2F. A construction summary is included below:

SERIES 2023 PROJECT:

- Phase 2D-1 (50 lots)	Infrastructure construction complete except for the second lift of asphalt. All utilities have been accepted by Clay County Utility Authority and closeout with Clay County is complete.
- Phase 2D-2 (101 lots)	Infrastructure construction recently commenced.
- Phase 2E-1 (35 lots)	Infrastructure construction recently commenced.
- Phase 2E-2 (52 lots)	Infrastructure construction recently commenced.
- Phase 2F (113 lots)	Infrastructure construction complete except for the second lift of asphalt. All utilities have been accepted by Clay County Utility Authority and closeout with Clay County is complete.
- Amenity Expansion	The Amenity Expansion construction is anticipated to be completed in September 2023.

SERIES 2022 PROJECT:

- Phase 2A (100 lots)	Infrastructure construction complete except for the second lift of asphalt. All utilities have been accepted by Clay County Utility Authority and closeout with Clay County is complete.
- Phase 2B-1/2 (208 lots)	
- Phase 2C (226 lots)	
- Amenity Center	The Phase 1 Amenity Center is complete and open for District use. The Amenity Center consists of a clubhouse, swimming pool, kiddie splash pad, playground, tennis courts and more.

SERIES 2018 PROJECT:

The Series 2018 Project, which included infrastructure to support 415 single-family units in Phase 1, is substantially complete.

Table I lists the summary of the development. **Exhibit 5** depicts the overall Master Plan for Cross Creek including utility infrastructure and Phase 2 sub-phases.

TABLE I

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT
SUMMARY OF DEVELOPMENT**

TYPE	Estimated Units	Estimated Areas
Series 2018 Assessment Area Phase 1 – Infrastructure Complete		
Residential Development	415 units	±134 acres
Road Rights-of-Way	n/a	± 32 acres
Parks and Recreation	n/a	± 37 acres
Wetland/Open Space, Miscellaneous	n/a	± 96 acres
Series 2022 Assessment Area Phase 2 (2A, 2B-1, 2B-2 & 2C)		
Residential Development	534 units	± 90 acres
Road Rights-of-Way	n/a	± 21 acres
Parks and Recreation	n/a	± 4 acres
Wetland/Open Space, Miscellaneous	n/a	± 100 acres
Series 2023 Assessment Area Phase 2 (2D-1, 2D-2, 2E-1, 2E-2 & 2F)		
Residential Development	351 units	± 61
Road Rights-of-Way	n/a	± 17
Parks and Recreation	n/a	± 11
Wetland/Open Space, Miscellaneous	n/a	± 367
TOTALS	1,300	± 970 acres

(Note: Certain land uses may change provided that such changes are consistent with the land use)

DESCRIPTION OF THE SERIES 2023 PROJECT

MASTER INFRASTRUCTURE IMPROVEMENTS

The following narrative identifies the improvements anticipated to be included in the Series 2023 Project. Note that Cost Estimates contained in this report have been prepared based on the best available information and recent contracts for the various subphases within the Series 2023 Assessment Area, and the Master Earthwork.¹ England-Thims & Miller, Inc. believes the enclosed estimates to be accurate based on the available information; however, actual costs will vary based on unforeseen circumstances, inflation, etc.

Infrastructure costs include roadways (limerock, asphalt, curb, etc.), reuse water, potable water, sanitary sewer, pump stations, storm sewer, and other items related to infrastructure construction necessary for the completion of Phase 2.

TABLE II

SUMMARY OF 2023 PROJECT²

Stormwater Management and Master Earthwork	\$1,770,794
Potable & Reuse Distribution Systems³	\$1,458,506
Sanitary Sewer Gravity Mains	\$1,497,404
Roadway & Stormwater Collection System	\$3,404,583
Amenity Expansion	\$2,757,373
TOTAL	\$10,888,660

¹ The author notes that the original estimate of costs related to Phase 2 was initially undervalued, and construction costs have continued to rise in recent years. The attached reflects actual construction bids for the Series 2023 Project where available. Original cost estimates for improvements may be found in the Cross Creek Community Development District Preliminary Engineers' Report dated March 21, 2017 prepared by J. Lucas & Associates, Inc.

² Costs include engineering, surveying, platting and construction inspection costs

³ In addition to the cost reflected herein, the developer has constructed water and sewer improvements for Phase 2F valued at approximately \$1,103,626. These water and sewer improvements have been dedicated to Clay County Utility Authority.

AMENITY CENTER EXPANSION

The Amenity Center is located on a 10-acre site located off of Big Oak Drive at the first roundabout. The Amenity Center consists of a community building with offices, a meeting room, restrooms, and a large covered porch. In addition to the community building, the Amenity Center has a swimming pool, an interactive kid's fountain, tennis courts, basketball courts, a children's playground and picnic shelters.

The Amenity Center Expansion plans were permitted, and construction began the first quarter of 2022. The Amenity Center expansion will consist of a fitness center, office space, lap pool, additional pickleball courts, a large recreation field, a recreational vehicle parking area consisting of approximately 84 spaces, and additional parking to accommodate the expanded amenity area. Construction of the Amenity Center Expansion is anticipated to be completed in September 2023.

GOVERNMENTAL ACTIONS

The District was approved on February 28, 2017 by the Clay County Board of County Commissioners. Applicable zoning, vesting and concurrency approvals are in place for the development and the permits for both Phases 1 and 2 have been obtained. Agreements for water, sewer and reclaim water are in place with service provided by Clay County Utility Authority. **Table III** is a list of all of the Phase 2 development permits applied for and received to date.

[Continued on Next Page]

TABLE III

PHASE 2 DEVELOPMENT PERMITS

Phase 2 Sub -Phase	Permitting Agency	Permit No.
2A (Infrastructure)	SJRWMD	98482-15
2A (Earthwork)	SJRWMD	98482-10
2A	CCUA Domestic Wastewater	DW2205-935
2A	CCUA Potable Water	PW1111-934
2A	Clay County	IMS #RES_SP- 2020000017
2B-2F (Stormwater Infrastructure)	SJRWMD	9848-12
2B Earthwork	SJRWMD	98482-14
2B - 2E2	SJRWMD	98482-16
2B - 2E2	Clay County	IMS #RES_SP2020000031
2B - 2E2	Clay County - Revision #1	IMS #RES_SP2021000006
2B - 2E2	Clay County - Revision #2	IMS #RES_SP2021000014
2B - 2E2	CCUA Potable Water	PW1123-960
2B - 2E2	CCUA Domestic Wastewater	DW2211-961
2F	Clay County	IMS #RES_SP2021000036
2F	CCUA Potable Water	PW1123-988
2F	CCUA Domestic Wastewater	DW2211-989
Amenity Center	SJRWMD	98482-6
Amenity Center Expansion	SJRWMD	98482-17

SUMMARY AND CONCLUSION

The infrastructure, as outlined above, is necessary for the functional development of the District as required by the applicable independent unit of local government. The planning and design of the infrastructure is in accordance with governmental regulatory requirements at the time of permitting. The infrastructure will provide their intended function so long as the construction is in substantial compliance with the design and permits.

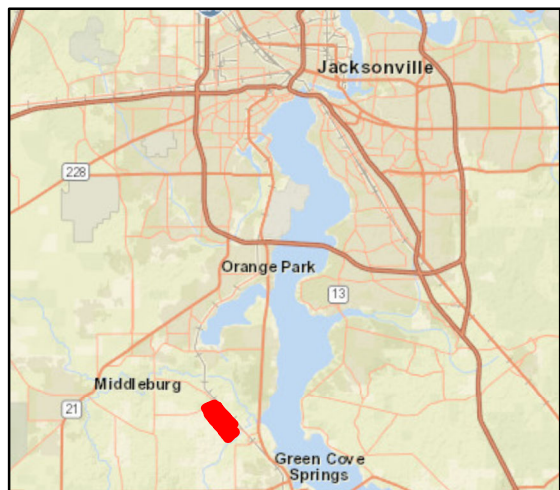
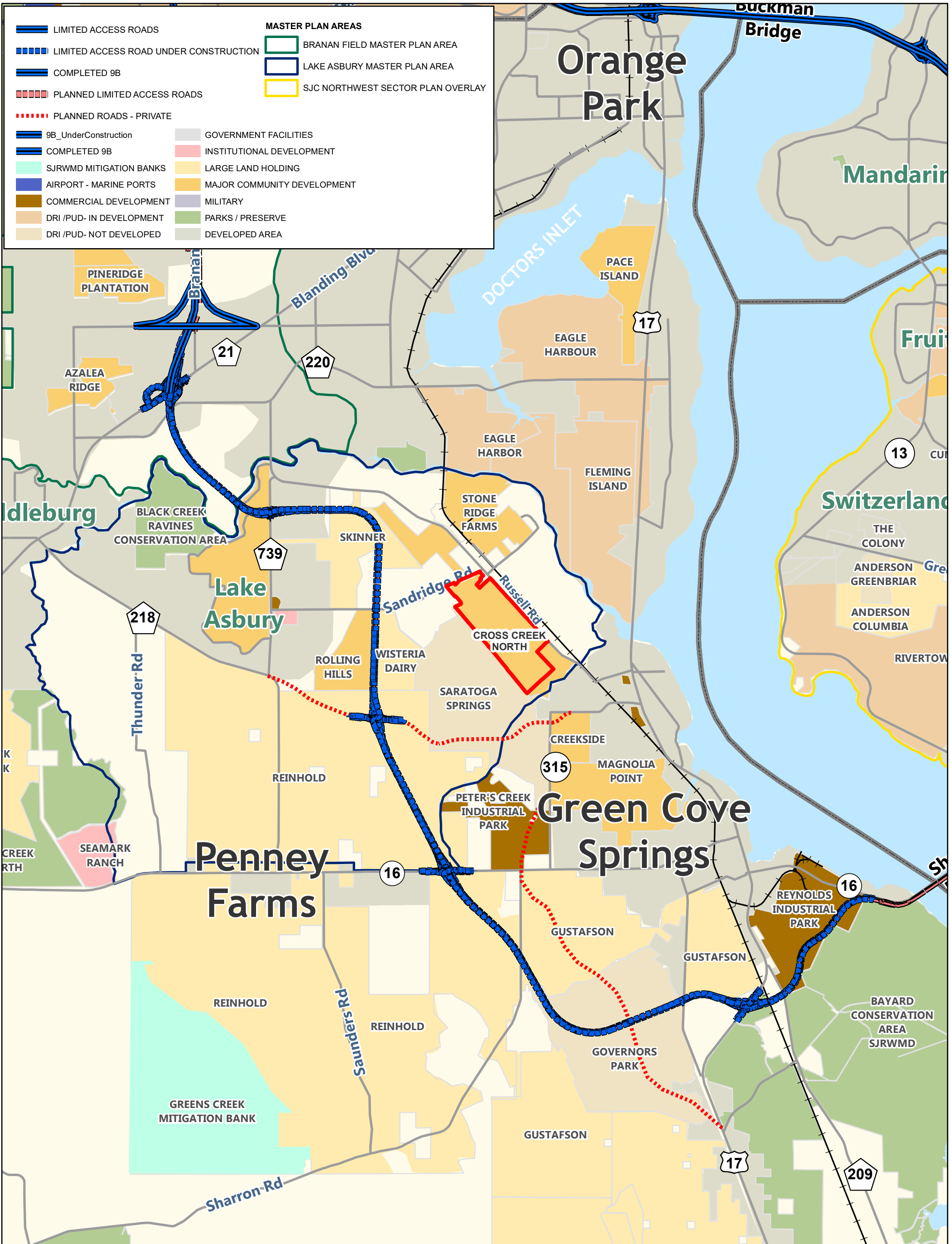
Items of construction in this report are based on current plan quantities for the infrastructure construction as shown on the approved constructed drawings and specifications, last revision.

The infrastructure costs provided herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the District. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012 (1) and (2) of the Florida Statutes.

The estimate of the infrastructure construction costs is composed of estimates or established contractual amounts and is not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for ongoing and similar items of work in Clay County and quantities as represented on the construction plans. The labor market, future costs of equipment and materials, and the actual construction process are all beyond my control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

EXHIBITS

1. Location Map
2. District Legal Boundary Description
3. Future Land Use Map
4. Community Development Map
5. Master Infrastructure

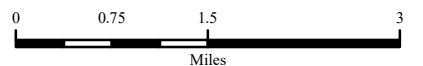


Cross Creek North CDD

Location Map

Source: ETM, Clay County

Subject Property



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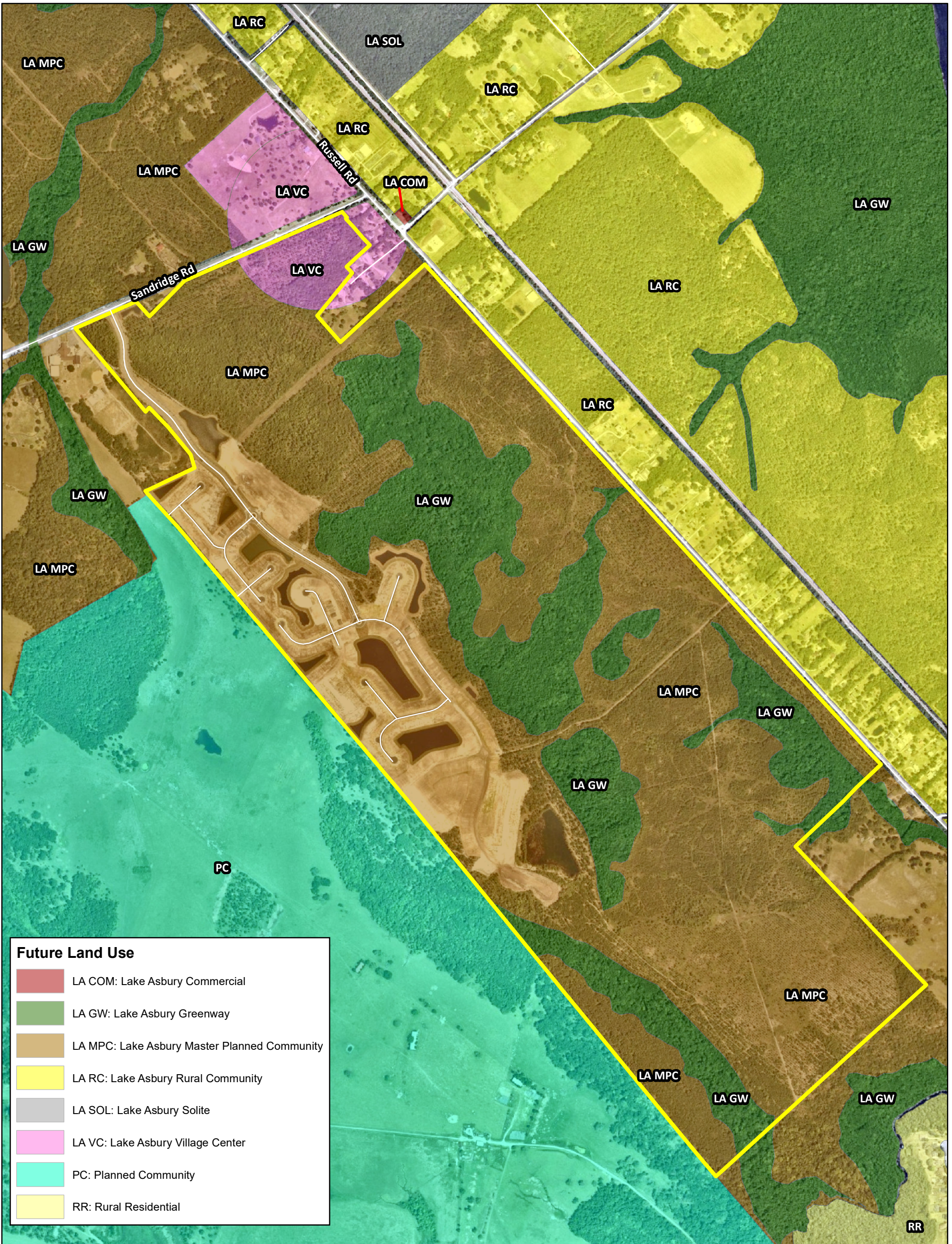
EXHIBIT 1

EXHIBIT 2

A PORTION OF THE PLAT OF FLORIDA FARMERS LAND COMPANY SUBDIVISION RECORDED IN MAP BOOK 1, PAGE 49 OF THE CURRENT PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LANDS DESCRIBED BOOK 1945, PAGE 1429 OF THE OFFICIAL RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 739-B (AN 80 FOOT RIGHT-OF-WAY AS CURRENTLY ESTABLISHED);

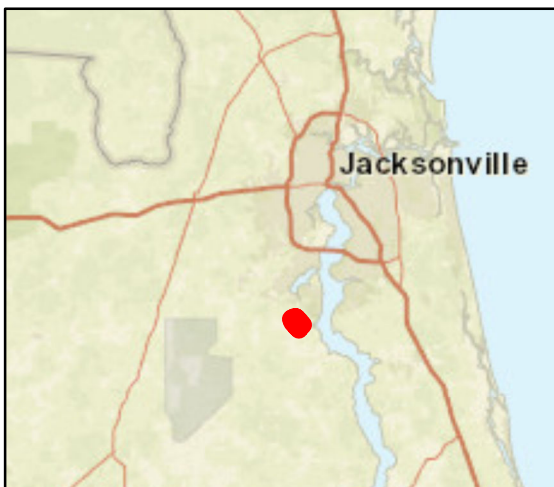
FROM THE POINT OF BEGINNING THUS DESCRIBED THENCE NORTH 66°20'40" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 758.86 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN BOOK 1862, PAGE 990 OF THE OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 42°38'23" EAST, 197.67 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 47°10'15" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, 569.13 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 739-B; THENCE NORTH 66°20'40" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 259.46 FEET; THENCE NORTH 65°50'01" EAST, 1,420.13 FEET; THENCE SOUTH 23°50'27" EAST, 7.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 7,672.44 FEET, A CHORD BEARING AND DISTANCE OF NORTH 63°02'58" EAST, 179.88 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 41°37'47" EAST, 349.06 FEET; THENCE SOUTH 43°40'16" EAST, 140.37 FEET; THENCE SOUTH 47°05'52" WEST, 353.23 FEET; THENCE SOUTH 42°17'58" EAST, 92.94 FEET; THENCE SOUTH 39°11'35" WEST, 648.77 FEET; THENCE SOUTH 42°41'53" EAST, 385.38 FEET; THENCE NORTH 47°11'24" EAST, 628.50 FEET; THENCE NORTH 47°25'06" EAST, 667.85 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 209 (AN 80 FOOT RIGHT-OF-WAY AS CURRENTLY ESTABLISHED); THENCE THE FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE, SOUTH 42°34'18" EAST, 1901.87 FEET; THENCE SOUTH 42°32'58" EAST, 1,199.83 FEET; THENCE SOUTH 42°34'14" EAST, 3,601.04 FEET; THENCE SOUTH 42°30'44" EAST, 972.96 FEET TO THE NORTHERLY CORNER OF LOT 2, BLOCK 46 OF THE AFOREMENTIONED FLORIDA FARMERS LAND COMPANY SUBDIVISION; THENCE SOUTH 47°07'59" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 AND LOT 11 BLOCK 46, 1304.70 FEET TO THE WESTERLY CORNER OF SAID LOT 11; THENCE SOUTH 42°27'00" EAST ALONG THE SOUTHWESTERLY LINES OF LOTS 9, 10 AND 11 BLOCK 46, 1,993.24 TO THE SOUTHERLY CORNER OF SAID LOT 9; THENCE SOUTH 47°40'43" WEST TO AND ALONG THE SOUTHEASTERLY LINE OF LOTS 4 AND 9, BLOCK 47 AND LOT 4, BLOCK 48, 3,103.40 FEET TO THE SOUTHWESTERLY LINE OF SAID PLAT; THENCE NORTH 39°53'54" WEST ALONG SAID SOUTHWESTERLY PLAT LINE, 9,299.77 FEET TO THE SOUTHERLY CORNER OF LOT 5, BLOCK 18; THENCE NORTH 42°33'44" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 5, 602.10 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN BOOK 1962, PAGE 1282 OF SAID OFFICIAL RECORDS; THENCE THE FOLLOWING COURSES ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID LANDS, NORTH 64°56'17" EAST, 583.25 FEET; THENCE NORTH 16°10'10" WEST, 155.89 FEET; THENCE NORTH 39°42'11" WEST, 400.91 FEET; THENCE NORTH 43°53'05" WEST, 297.66 FEET; THENCE SOUTH 38°35'10" WEST, 59.97 FEET; THENCE NORTH 40°07'09" WEST, 563.34 FEET TO THE MOST EASTERLY CORNER OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1945, PAGE 1429; THENCE NORTH 40°11'24" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, 643.74 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 970.12 ACRES, MORE OR LESS.



Future Land Use

- LA COM: Lake Asbury Commercial
- LA GW: Lake Asbury Greenway
- LA MPC: Lake Asbury Master Planned Community
- LA RC: Lake Asbury Rural Community
- LA SOL: Lake Asbury Solite
- LA VC: Lake Asbury Village Center
- PC: Planned Community
- RR: Rural Residential



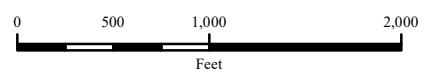
CROSS CREEK NORTH CDD

Future Land Use

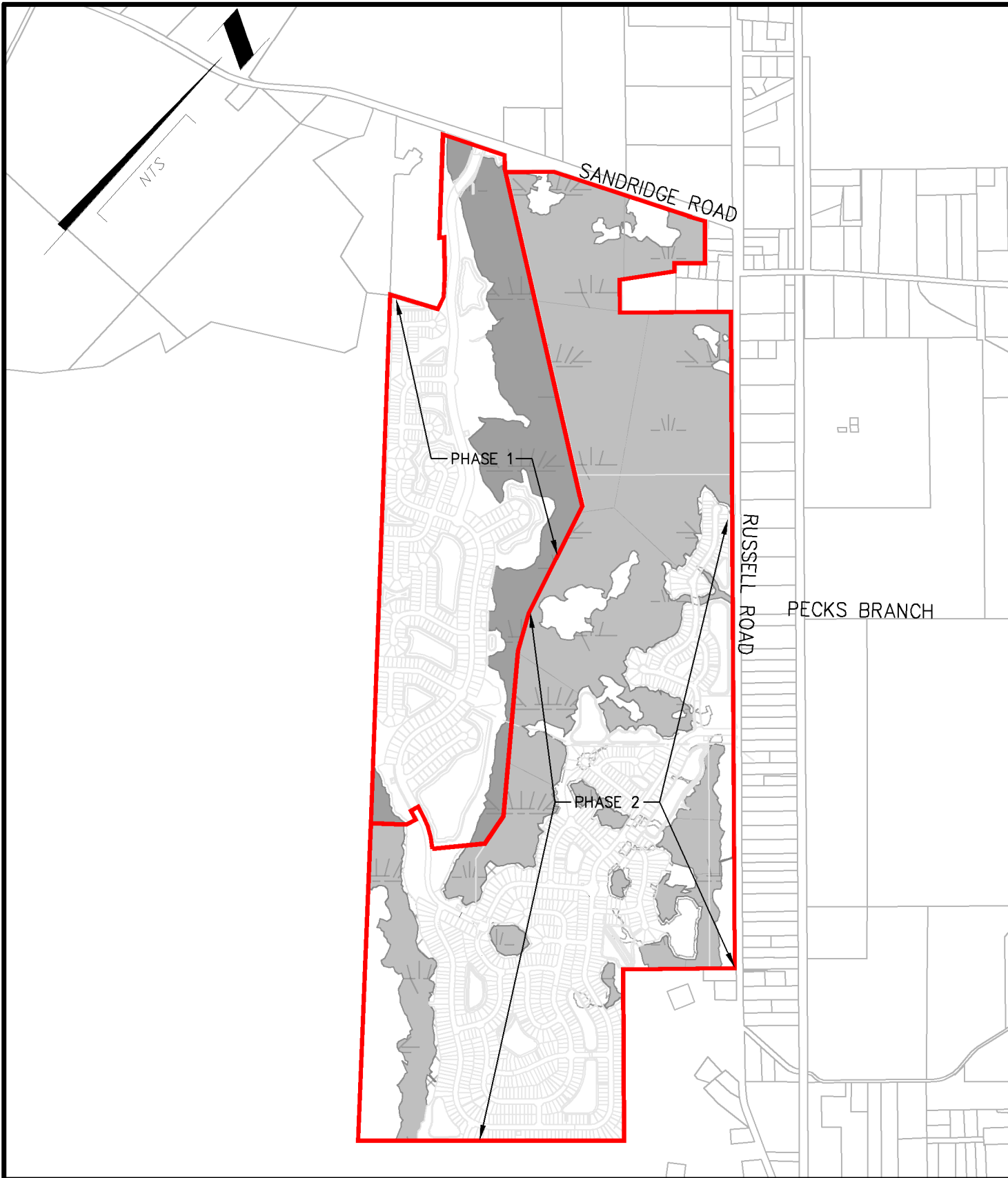
Source: ETM, Clay County

Subject Property

EXHIBIT 3



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 PLOTTED: January 5, 2022 - 7:44 AM, BY: Caronne, Colleges



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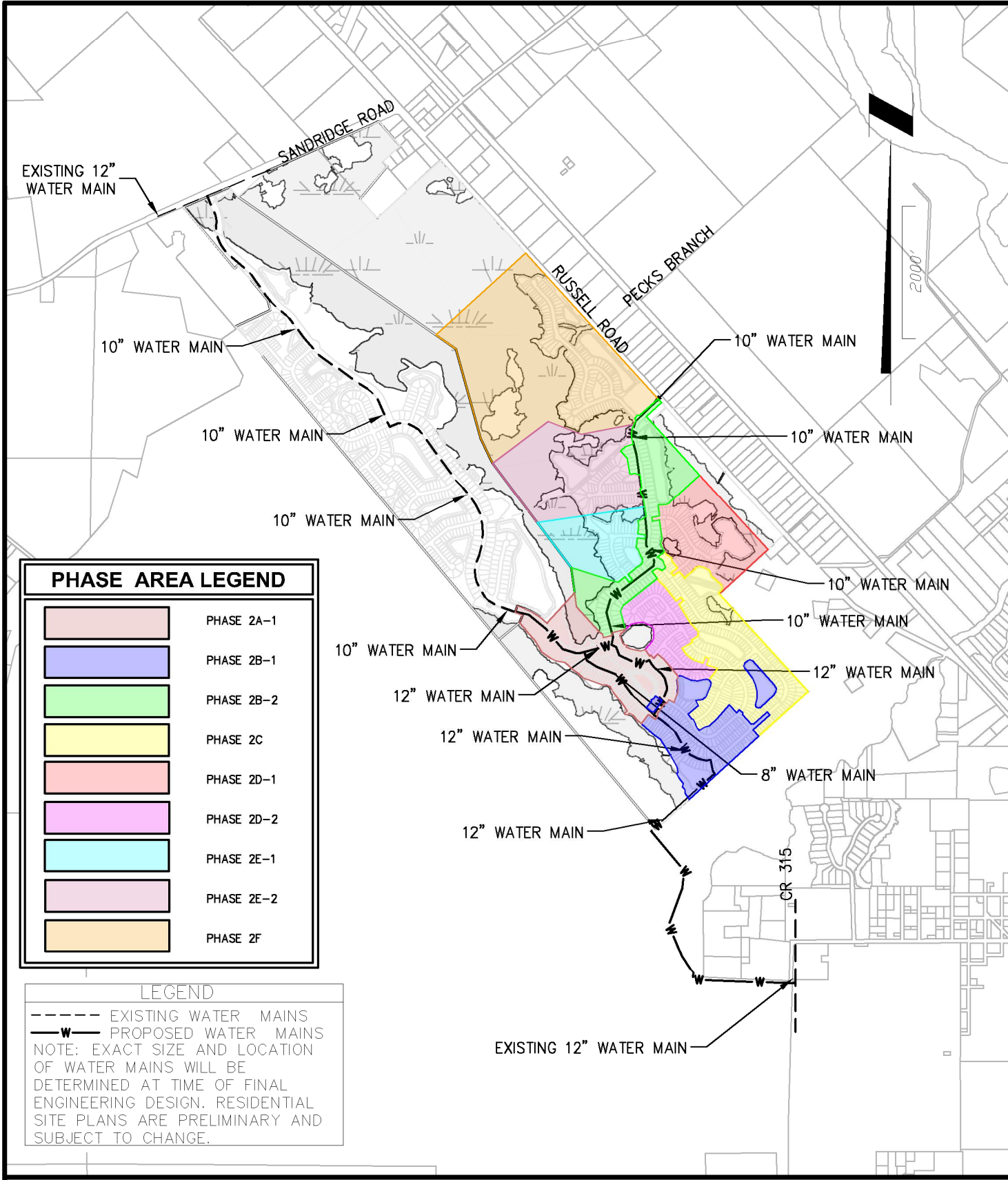
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 REG - 2584 LC - 0000316

EXHIBIT 4

MASTER SITE PLAN

CROSS CREEK CDD SUPPLEMENTAL

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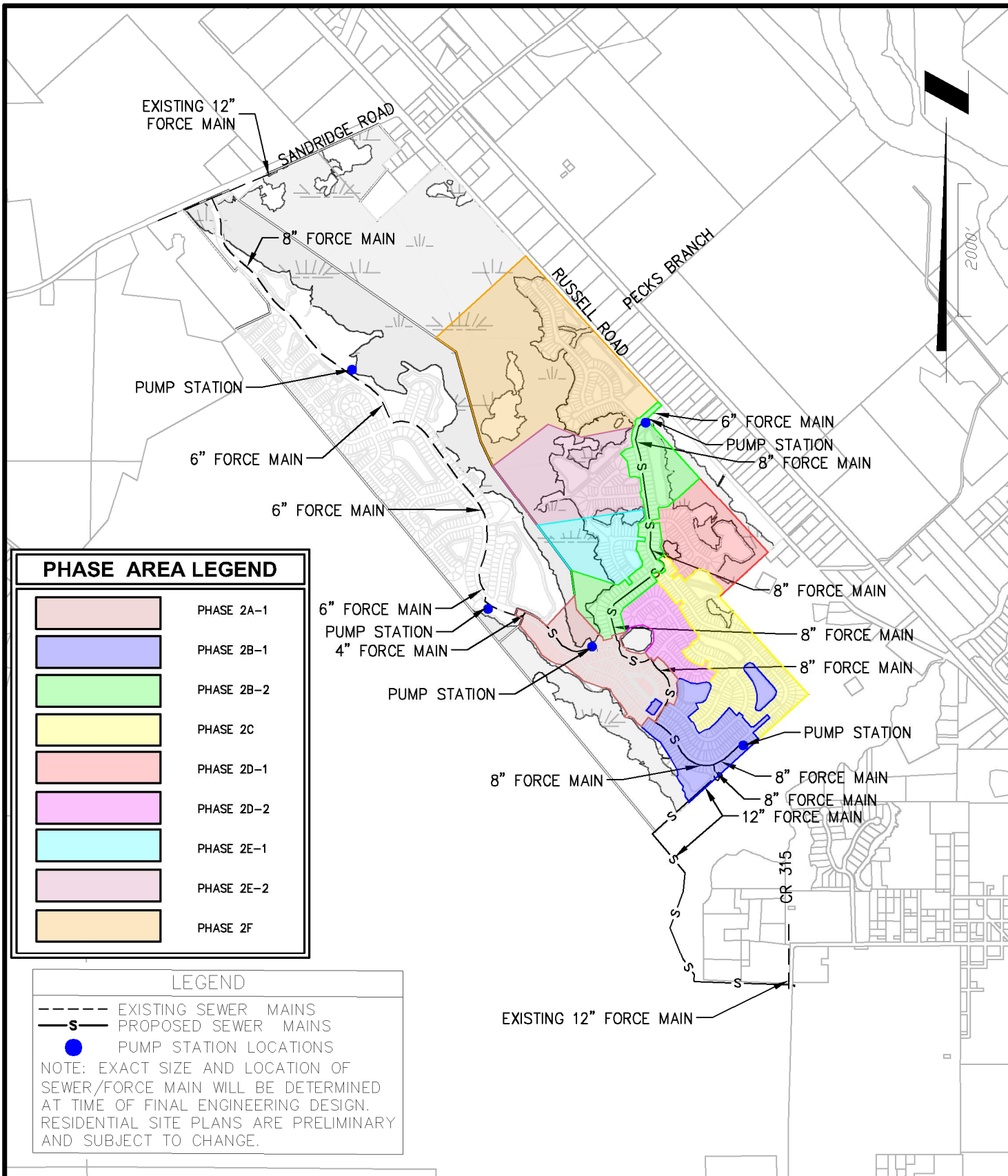
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EXHIBIT 5 PAGE 1 OF 3

MASTER WATER PLAN

CROSS CREEK CDD SUPPLEMENTAL

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PHASE AREA LEGEND	
	PHASE 2A-1
	PHASE 2B-1
	PHASE 2B-2
	PHASE 2C
	PHASE 2D-1
	PHASE 2D-2
	PHASE 2E-1
	PHASE 2E-2
	PHASE 2F

LEGEND

- - - - - EXISTING SEWER MAINS
 —S— PROPOSED SEWER MAINS
 ● PUMP STATION LOCATIONS

NOTE: EXACT SIZE AND LOCATION OF SEWER/FORCE MAIN WILL BE DETERMINED AT TIME OF FINAL ENGINEERING DESIGN. RESIDENTIAL SITE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE.



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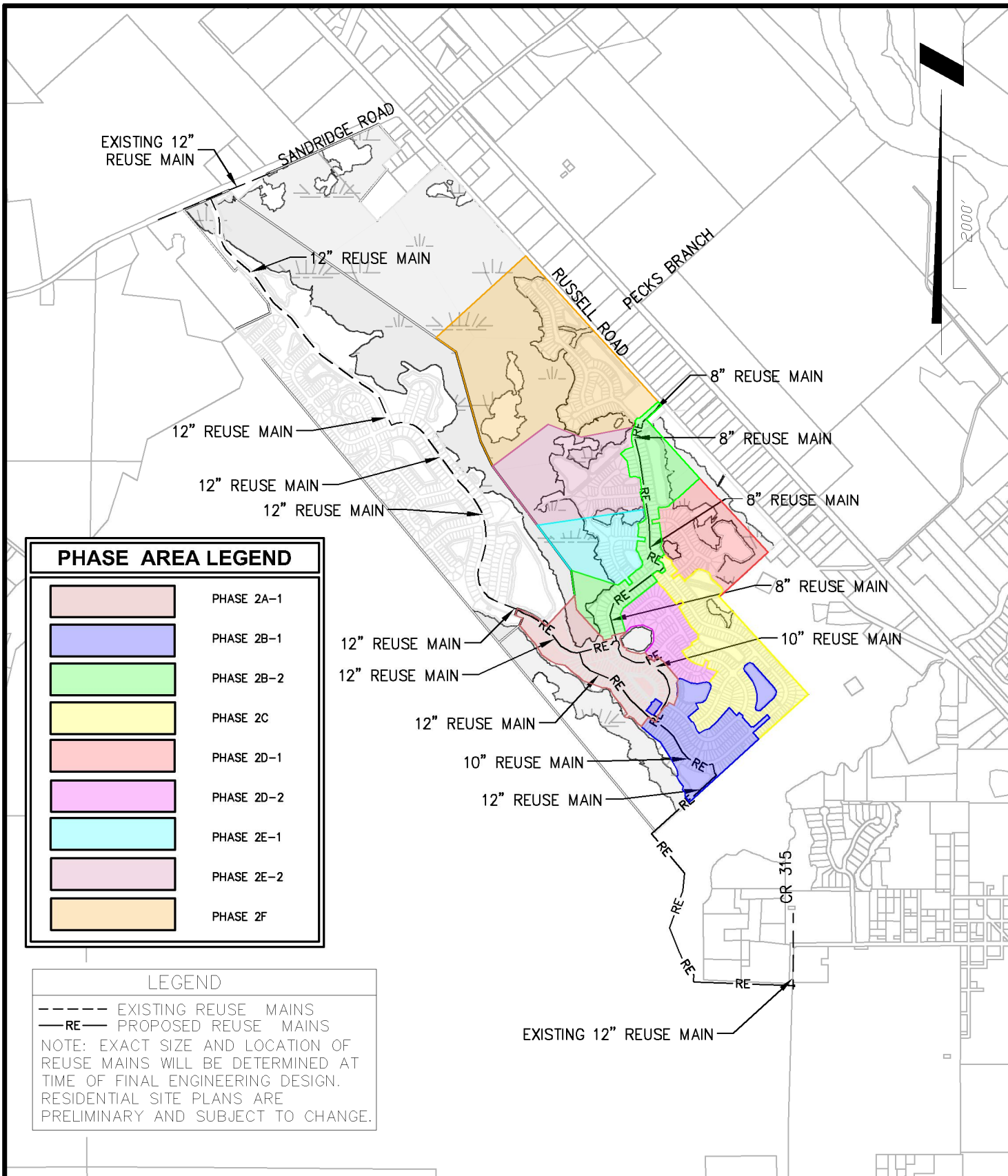
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EXHIBIT 5 PAGE 2 OF 3

MASTER SANITARY SEWER PLAN

CROSS CREEK CDD SUPPLEMENTAL

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PHASE AREA LEGEND	
	PHASE 2A-1
	PHASE 2B-1
	PHASE 2B-2
	PHASE 2C
	PHASE 2D-1
	PHASE 2D-2
	PHASE 2E-1
	PHASE 2E-2
	PHASE 2F

LEGEND
 - - - - - EXISTING REUSE MAINS
 —RE— PROPOSED REUSE MAINS
 NOTE: EXACT SIZE AND LOCATION OF REUSE MAINS WILL BE DETERMINED AT TIME OF FINAL ENGINEERING DESIGN. RESIDENTIAL SITE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE.


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EXHIBIT 5 PAGE 3 OF 3
MASTER REUSE PLAN
CROSS CREEK CDD SUPPLEMENTAL



Rizzetta & Company

Cross Creek North Community Development District

Final Supplemental
Special Assessment Allocation Report
Special Assessment Bonds, Series 2023

July 21, 2023

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I. INTRODUCTION

This Final Supplemental Special Assessment Allocation Report is being presented in anticipation of financing a capital infrastructure project by the Cross Creek North Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. The District plans to issue Special Assessment Bonds, Series 2023 and has retained Rizzetta & Company, Inc. to prepare a methodology for allocating the special assessments to be levied by the District in connection with the transaction.

II. DEFINED TERMS

“Capital Improvement Plan” – (or “CIP”) The District’s comprehensive plan for constructing and/or acquiring the District-wide system of public infrastructure improvements, all or a portion of which may be funded by the proceeds of District bonds.

“Developer” – DR Horton, Inc. - Jacksonville, a Delaware corporation.

“District” – Cross Creek North Community Development District.

“End User” – The ultimate purchaser of a fully developed residential unit; typically, a resident homeowner.

“Equivalent Assessment Unit” – (or “EAU”) Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District’s CIP on a particular land use, relative to other land uses.

“Indentures” – The Master Trust Indenture dated as of December 1, 2018 and the Third Supplemental Trust Indenture dated as of August 1, 2023.

“Master Report” – The Master Special Assessment Allocation Report dated September 11, 2018.

“Maximum Assessments” – The maximum amount of special assessments to be levied against the Series 2023 Assessment Area in relation to the Series 2023 Project.

“Platted Units” – Residential lots configured into their intended end-use and subject to a recorded plat.

“Series 2023 Assessment Area” – The 163 Platted Units in phases 2D-1 and 2F, plus an additional 188 units planned for the district in phases 2D-2, 2E-1, and 2E-2 of the development, and consisting of approximately 456 acres.



“Series 2023 Assessments” – Special assessments as contemplated by Chapters 190, 170, and 197, Florida Statutes, levied to secure repayment of the District’s Series 2023 Bonds.

“Series 2023 Bonds” – \$8,915,000 Cross Creek North Community Development District Special Assessment Bonds, Series 2023.

“Series 2023 Project” – The Phases 2D-2F portion of the CIP, estimated to cost \$10,888,660 and to be partially funded by Series 2023 Bonds.

“True-Up Agreement” – The Agreement to be executed between the District and the Developer, regarding the True-Up and Payment of Series 2023 Assessments.

“Unplatted Parcels” – Undeveloped lands or parcels not yet subject to a recorded plat in their final end-use configuration.

All capitalized terms not defined herein shall retain the meaning ascribed in the Master Report.

III. DISTRICT INFORMATION

The District was established on February 28, 2017, pursuant to Clay County Ordinance No. 2017-10, effective March 3, 2017. On September 11, 2018, the District approved the Master Report, which specifies the allocation methodology to be used for the District’s bond assessments. This report will follow the methodology described in the Master Report for purposes of allocating the Series 2023 Assessments securing the District’s Series 2023 Bonds. This report will also establish a revised master assessment lien for the Series 2023 Assessment Area due to an increase in estimated costs associated with the CIP, and change in the development plan.

The District encompasses approximately 970 acres and is located entirely within Clay County. The current development plan for the Series 2023 Assessment Area of the District includes approximately 456 acres +/- and 351 planned residential units, of which 163 residential units are currently platted.

Table 1 illustrates the District’s current Series 2023 Assessment Area development plan.

IV. SERIES 2023 PROJECT

The Series 2023 Project is the Phases 2D-2F portion of the District’s Capital Improvement Plan and is estimated to cost \$10,888,660, of which a portion will be funded by Series 2023 Bonds in the amount of \$8,131,501.46. The balance of the Series 2023 Project may be funded by the Developer or other funding sources.

For more detailed information regarding the Series 2023 Project see Table 2 and for more information on the entire Capital Improvement Plan, see the Supplemental Engineer’s Report for the Capital Improvements for Series 2023 Project dated April 3, 2023.



V. SERIES 2023 BONDS AND SERIES 2023 ASSESSMENTS

In order to provide for the Series 2023 Project funding described in Section IV above, the District will issue Series 2023 Bonds, which will be secured by the pledged revenues from Series 2023 Assessments. The maximum principal amount to be levied on the Series 2023 Assessment Area is \$12,195,000 with a maximum annual assessment of \$1,032,566. The Maximum Assessments are predicated by the scenario in which the Series 2023 Project is funded entirely with bond proceeds. See tables 3A and 3B for financing information related to the maximum bonds and assessments.

However, it is anticipated that only a portion of the Series 2023 Project will be funded by bond proceeds, with the remaining costs to be funded by the developer or other sources, as described in section IV above. The Series 2023 Assessments will initially be levied in the principal amount of \$8,915,000 and shall be structured in the same manner as the Series 2023 Bonds, so that revenues from the Series 2023 Assessments are sufficient to fulfill the debt service requirements for the Series 2023 Bonds.

The Series 2023 Bonds will be structured as amortizing current-interest bonds, with repayment occurring in substantially equal annual installments of principal and interest. Interest payment dates shall occur every May 1 and November 1 from the date of issuance until final maturity on November 1, 2053. The first scheduled payment of coupon interest will be due on November 1, 2023, although interest will be capitalized through November 1, 2023, with the first installment of principal due on May 1, 2024. The annual principal payment will be due each May 1 thereafter until final maturity, with the maximum annual debt service at \$593,593.76. The general financing terms of the Series 2023 Bonds are summarized on Table 3B.

It is expected that the Series 2023 Assessment installments assigned to Platted Units will be collected via the Clay County property tax bill process (Uniform Method)¹. Accordingly, the Series 2023 Assessments have been adjusted to allow for current county collection costs and the possibility that landowners will avail themselves of early payment discounts. Currently, the aggregate rate for costs and discounts is 6.0%, but this may fluctuate as provided by law.

VI. SERIES 2023 ASSESSMENT ALLOCATION

The District's Master Report contains specific special benefit findings relative to the Maximum Assessments and the District's CIP. As stated therein, the CIP cost per unit and Maximum Assessments were allocated pursuant to an EAU-based methodology. Due to changes in the District's CIP, and overall increase in estimated costs benefited by the Series 2023 Assessment Area, this report establishes updated Maximum Assessments for the Series 2023 Assessment Area using the same EAU-based methodology established in the Master Report. See table 5A for the allocation of Maximum Assessments.

Per Section IV above, the Series 2023 Bonds will fund a portion of the District's Series 2023 Project, which is expected to be constructed in a manner generally proportionate to the construction of improvements for the CIP. Accordingly, it is expected that the improvements



funded by the Series 2023 Bonds will confer benefit on the District's developable parcels within the Series 2023 Assessment Area in a manner generally proportionate to and consistent with the allocation of benefit found in the Master Report. Therefore, it is proper to impose Series 2023 Assessments on the units specified in Table 5B, as well as the District's Final Series 2023 Assessment Roll.

A. Assessment Allocation

The Series 2023 Assessments are expected to ultimately be allocated to the Series 2023 Assessment Area, as shown on Table 5B. The Series 2023 Assessments are allocated based on the EAU methodology as described in the Master Report and as allocated, the Series 2023 Assessments fall within the cost/benefit thresholds, as well as the Maximum Assessment levels, established by the Master Report, and as amended by this report, and are fairly and reasonable allocated amount the different product types.²

B. Assignment of Assessments

The Series 2023 Bonds and Series 2023 Assessments have been sized based on the expectation that the Series 2023 Assessments will be fully absorbed by the 351 Platted Units shown on Table 5B. Some of the lands subject to the Series 2023 Assessments currently consist of Unplatted Parcels. Assessments will initially be levied on these parcels on an equal assessment per-acre basis. At the time parcels are platted or otherwise subdivided into Platted Units, individual proposed Series 2023 Assessments will be assigned to those Platted Units at the per-unit amounts described in Table 5B, thereby reducing the Series 2023 Assessments encumbering the Unplatted Parcels by a corresponding amount. Any unassigned amount of Series 2023 Assessments encumbering the remaining Unplatted Parcels will continue to be calculated and levied on an equal assessment per acre basis.

In the event an Unplatted Parcel is sold to a third party not affiliated with the Developer, Series 2023 Assessments will be assigned to that Unplatted Parcel based on the maximum total number of Platted Units assigned by the Developer to that Unplatted Parcel. The owner of that Unplatted Parcel will be responsible for the total assessments applicable to the Unplatted Parcel, regardless of the total number of Platted Units ultimately actually platted. These total assessments are fixed to the Unplatted Parcel at the time of the sale. If the Unplatted Parcel is subsequently subdivided into smaller parcels, the total assessments initially allocated to the Unplatted Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per acre until platting).

¹ The ultimate collection procedure is subject to District approval. Nothing herein should be construed as mandating collections that conflict with the terms, privileges, and remedies provided in the Indenture, Florida law, assessment resolutions, and/or other applicable agreements.

² The Series 2023 Assessments are below the maximum assessment level, but higher than the previously levied Series 2018 Assessments. The Developer has or will contribute infrastructure in lieu of assessments in an amount greater than or equal to the difference between the Series 2018 Assessments and the Series 2023 Assessments on behalf of lands within the Series 2018 Assessment Area (as described in the Supplemental Assessment Allocation Report for the Series 2018 Bonds) to ensure that lands with the Series 2018 Assessment Area share in the cost of the District's Capital Improvement Plan in a fair and equitable manner.



In the event that developable lands that derive benefit from the Series 2023 Project are added to the District boundaries, whether by boundary amendment or increase in density, Series 2023 Assessments will be allocated to such lands, pursuant to the methodology described herein.

VII. PREPAYMENT AND TRUE-UP OF SERIES 2023 ASSESSMENTS

The Series 2023 Assessments encumbering a parcel may be prepaid in full at any time, without penalty, together with interest at the rate on the corresponding Series 2023 Bonds to the bond interest payment date that is more than forty-five (45) days next succeeding the date of prepayment. Notwithstanding the preceding provisions, the District does not waive the right to assess penalties which would otherwise be permissible if the parcel being prepaid is subject to an assessment delinquency.

Because this methodology assigns defined, fixed assessments to Platted Units, the District's Series 2023 Assessment program is predicated on the development of units in the manner described in Table 1. However, if a change in development results in the net decrease in the overall principal amount of assessments able to be assigned to the lands described in Table 5B, then a true-up, or principal reduction payment, will be required to cure the deficiency. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for review pursuant to the terms herein. The District's Manager shall perform a review of the development plan for true-up calculation purposes upon the presentation of a Proposed Plat which, when combined with prior plats includes the lesser of (i) at least 50% of the acres within the Series 2023 Assessment Area, or (ii) at least 50% of the planned units for the Series 2023 Assessment Area. Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. If such Proposed Plat is consistent with the development plan as identified in Table 1, the District shall allocate the Series 2023 Assessments to the product types being platted and the remaining property in accordance with this Assessment Report and cause the Series 2023 Assessments to be recorded in the District's Improvement Lien Book. Once the Series 2023 Assessments are fully absorbed by Platted Units, any remaining Platted Units and/or lands may be subject to future debt assessments, or the Series 2023 Assessments may be reallocated. However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Series 2023 Assessments able to be assigned to the planned units described in this report, as determined by comparing the debt per acre amounts on the remaining Unplatted Parcels before and after presentation of the Proposed Plat, then the District shall require the Developer of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the shortfall in Series 2023 Assessments resulting from the reduction of planned units, which True-Up Payment shall become due and payable prior to the District's approval of the plat, in addition to the regular Series 2023 Assessment installment payable for lands owned by the Developer for that tax year. For more information on the true-up process, please see the True-Up Agreement.



Similarly, if a reconfiguration of lands would result in the collection of substantial excess Series 2023 Assessment revenue in the aggregate, then the District shall undertake a pro rata reduction of Series 2023 Assessments for all assessed properties.

VIII. ADDITIONAL STIPULATIONS

Certain financing, development and engineering data was provided by members of District staff, the District Underwriter, District Engineer and the Developer. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Inc. makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

Rizzetta & Company, Inc. does not represent the District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the District with financial advisory services or offer investment advice in any form.



Rizzetta & Company

EXHIBIT A:

FINAL/MAXIMUM ALLOCATION METHODOLOGY



Rizzetta & Company

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINAL SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 1: SERIES 2023 PRELIMINARY DEVELOPMENT PLAN

PRODUCT	EAU	PHASE 2D-1 ⁽¹⁾	PHASE 2D-2	PHASE 2E-1	PHASES 2E-2	PHASE 2F ⁽¹⁾	TOTAL	
Single Family 40'	1.00	22	52	0	26	49	149	Units
Single Family 50'	1.00	28	49	35	26	64	202	Units
	TOTAL:	50	101	35	52	113	351	

⁽¹⁾ The lots in phase 2D-1 and 2F are platted.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINAL SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 2: SERIES 2023 PROJECT COST DETAIL

IMPROVEMENTS	ESTIMATED COSTS
Stormwater Management and Master Earthwork	\$1,770,794
Potable & Reuse Distribution Systems	\$1,458,506
Sanitary Sewer Gravity Mains	\$1,497,404
Roadway & Stormwater Collection System	\$3,404,583
Amenity Expansion	\$2,757,373
Total Construction Costs	<u>\$10,888,660</u>
Series 2023 Project Funded by Series 2023 Bonds	\$8,131,501
Additional Costs Funded by the Developer or Other Sources	\$2,757,159
Total Construction Costs	<u>\$10,888,660</u>

NOTE: Infrastructure cost estimates provided by District Engineer.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINAL SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 3A: FINANCING INFORMATION - SERIES 2023 MAXIMUM BONDS

Maximum Average Coupon Rate		7.50%
Maximum Annual Debt Service ("MADS")		\$1,032,566
 SOURCES:		
MAXIMUM PAR AMOUNT		\$12,195,000 ⁽¹⁾
 USES:		
Project Fund		(\$10,888,660)
Debt Service Reserve Fund (50% of MADS)		(\$516,283)
Capitalized Interest (6 MONTHS)		(\$457,313)
Costs of Issuance		(\$329,450)
Rounding		(\$3,295)
Total Uses		(\$12,195,000)

The District is not obligated to issue this amount of bonds.

TABLE 4A: FINANCING INFORMATION - SERIES 2023 MAXIMUM ASSESSMENTS

Maximum Interest Rate		7.50%
Maximum Principal Amount		\$12,195,000
Maximum Annual Installment		\$1,032,566 ⁽¹⁾
Estimated County Collection Costs	2.00%	\$21,969 ⁽²⁾
Maximum Early Payment Discounts	4.00%	\$43,939 ⁽²⁾
Maximum Total Annual Installment		\$1,098,474

(1) Based on MADS for the Maximum Bonds.

(2) May vary as provided by law.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINAL SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 3B: FINANCING INFORMATION - SERIES 2023 BONDS

Issue Date		August 1, 2023
Final Maturity		November 1, 2053
Principal Installments		30
Average Coupon Rate		5.28%
Maximum Annual Debt Service ("MADS")		\$593,593.76
 SOURCES:		
	PAR AMOUNT	\$8,915,000
	Original Issue Discount	(\$87,654.10)
	NET Proceeds	\$8,827,345.90
 USES:		
	Project Fund	(\$8,131,501.46)
	Debt Service Reserve Fund (50% of MADS)	(\$296,796.88)
	Capitalized Interest (thru 11/1/2023)	(\$115,407.81)
	Underwriter's Discount	(\$121,689.75)
	Costs of Issuance	(\$161,950.00)
	Total Uses	(\$8,827,345.90)

Source: District Underwriter.

TABLE 4B: FINANCING INFORMATION - SERIES 2023 ASSESSMENTS ⁽¹⁾

Interest Rate		5.28%
Initial Principal Amount		\$8,915,000
Aggregate Annual Installment		\$593,593.76
Estimated County Collection Costs	2.00%	\$12,629.65 ⁽²⁾
Maximum Early Payment Discounts	4.00%	\$25,259.31 ⁽²⁾
Total Annual Installment		\$631,482.72

(1) Ultimate collection schedule at the District's discretion.

(2) May vary as provided by law.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 5A: ASSESSMENT ALLOCATION - SERIES 2023 MAXIMUM ASSESSMENTS ⁽¹⁾

PRODUCT	UNITS	EAU	TOTAL EAU'S	PRODUCT TOTAL PRINCIPAL ⁽³⁾	PER UNIT PRINCIPAL	PRODUCT ANNUAL INSTLMT. ⁽²⁾⁽³⁾	PER UNIT INSTLMT. ⁽³⁾
Single Family 40'	149	1.00	149	\$5,176,795	\$34,744	\$466,304	\$3,130
Single Family 50'	202	1.00	202	\$7,018,205	\$34,744	\$632,170	\$3,130
TOTAL	351		351	12,195,000		\$1,098,474	

(1) Represents maximum assessments based on allocation of the total CIP costs. Actual Imposed amounts are significantly lower, see table 5B.
(2) Product total shown for illustrative purposes and are not fixed per product type.
(3) Includes estimated Clay County collection costs/payment discounts, which may fluctuate.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINAL SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 5B: ASSESSMENT ALLOCATION - SERIES 2023 ASSESSMENTS ⁽¹⁾

PRODUCT	UNITS ⁽²⁾	EAU	TOTAL EAU'S	PRODUCT TOTAL PRINCIPAL ⁽³⁾	PER UNIT PRINCIPAL	PRODUCT ANNUAL INSTLMT. ⁽³⁾⁽⁴⁾	PER UNIT INSTLMT. ⁽⁴⁾
Single Family 40'	149	1.00	149	\$3,784,430.20	\$25,398.86	\$268,065.32	\$1,799.10
Single Family 50'	202	1.00	202	\$5,130,569.80	\$25,398.86	\$363,417.41	\$1,799.10
TOTAL	351		351	\$8,915,000.00		\$631,482.72	

(1) Allocation of Series 2023 Assessments.
(2) Series 2023 Assessments expected to be absorbed by 351 units. There are 163 lots currently platted in phases 2D-1 and 2F.
(3) Product total shown for illustrative purposes and are not fixed per product type.
(4) Includes estimated Clay County collection costs/payment discounts, which may fluctuate.

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
MAXIMUM SERIES 2023 ASSESSMENT LIEN ROLL**

PARCEL	LEGAL DESCRIPTION	PRODUCT	MAXIMUM SERIES 2023 PRINCIPAL PER UNIT/ACRE	MAXIMUM SERIES 2023 ANNUAL INSTALLMENT PER UNIT/ACRE ⁽¹⁾
46-05-26-010301-008-97	LOT 1114 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-008-98	LOT 1115 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-008-99	LOT 1116 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-01	LOT 1117 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-02	LOT 1118 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-03	LOT 1119 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-04	LOT 1120 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-05	LOT 1121 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-06	LOT 1122 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-07	LOT 1123 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-09	LOT 1125 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-10	LOT 1126 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-11	LOT 1127 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-13	LOT 1129 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-14	LOT 1130 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-17	LOT 1133 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-18	LOT 1134 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-21	LOT 1137 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-22	LOT 1138 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-23	LOT 1139 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-26	LOT 1142 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-27	LOT 1143 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-30	LOT 1146 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-31	LOT 1147 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-34	LOT 1150 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-35	LOT 1151 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-38	LOT 1154 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-39	LOT 1155 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-41	LOT 1157 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-44	LOT 1160 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-45	LOT 1161 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-46	LOT 1162 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-47	LOT 1163 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-48	LOT 1164 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-51	LOT 1167 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-52	LOT 1168 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-55	LOT 1171 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-56	LOT 1172 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-59	LOT 1175 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-60	LOT 1176 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-65	LOT 1181 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-66	LOT 1182 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-69	LOT 1185 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-70	LOT 1186 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-73	LOT 1189 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-74	LOT 1190 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-77	LOT 1193 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-78	LOT 1194 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-81	LOT 1197 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-93	LOT 524 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-009-94	LOT 525 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-009-95	LOT 526 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-009-96	LOT 527 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-009-97	LOT 528 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-009-98	LOT 529 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-009-99	LOT 530 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-00	LOT 531 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-01	LOT 532 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-02	LOT 533 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-03	LOT 534 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-04	LOT 535 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-05	LOT 536 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-06	LOT 537 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-07	LOT 538 CROSS CREEK 2D-1	40	\$34,744	\$3,130

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
MAXIMUM SERIES 2023 ASSESSMENT LIEN ROLL**

PARCEL	LEGAL DESCRIPTION	PRODUCT	MAXIMUM SERIES 2023 PRINCIPAL PER UNIT/ACRE	MAXIMUM SERIES 2023 ANNUAL INSTALLMENT PER UNIT/ACRE ⁽¹⁾
46-05-26-010301-010-08	LOT 539 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-09	LOT 540 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-10	LOT 541 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-11	LOT 542 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-12	LOT 543 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-13	LOT 544 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-14	LOT 545 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-15	LOT 546 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-16	LOT 547 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-17	LOT 548 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-18	LOT 549 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-19	LOT 550 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-20	LOT 551 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-21	LOT 552 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-22	LOT 553 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-23	LOT 554 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-24	LOT 555 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-25	LOT 556 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-26	LOT 557 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-27	LOT 558 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-28	LOT 559 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-29	LOT 560 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-30	LOT 561 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-31	LOT 562 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-32	LOT 563 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-33	LOT 564 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-34	LOT 565 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-35	LOT 566 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-36	LOT 567 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-37	LOT 568 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-38	LOT 569 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-39	LOT 570 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-40	LOT 571 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-41	LOT 572 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-42	LOT 573 CROSS CREEK 2D-1	50	\$34,744	\$3,130
UNPLATTED ⁽²⁾	Phases 2D-2, 2E-1, & 2E-2	295.43 acres	\$22,109/acre	\$1,992/acre
TOTAL			\$12,195,000	\$1,098,474

(1) Includes estimated county collection costs/payment discounts, which may fluctuate.

(2) See legal description attached.

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
FINAL SERIES 2023 ASSESSMENT LIEN ROLL**

PARCEL	LEGAL DESCRIPTION	PRODUCT	SERIES 2023 PRINCIPAL PER UNIT/ACRE	SERIES 2023 ANNUAL INSTALLMENT PER UNIT/ACRE ⁽¹⁾
46-05-26-010301-010-08	LOT 539 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-09	LOT 540 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-10	LOT 541 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-11	LOT 542 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-12	LOT 543 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-13	LOT 544 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-14	LOT 545 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-15	LOT 546 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-16	LOT 547 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-17	LOT 548 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-18	LOT 549 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-19	LOT 550 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-20	LOT 551 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-21	LOT 552 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-22	LOT 553 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-23	LOT 554 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-24	LOT 555 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-25	LOT 556 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-26	LOT 557 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-27	LOT 558 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-28	LOT 559 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-29	LOT 560 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-30	LOT 561 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-31	LOT 562 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-32	LOT 563 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-33	LOT 564 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-34	LOT 565 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-35	LOT 566 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-36	LOT 567 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-37	LOT 568 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-38	LOT 569 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-39	LOT 570 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-40	LOT 571 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-41	LOT 572 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-42	LOT 573 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
UNPLATTED ⁽²⁾	Phases 2D-2, 2E-1, & 2E-2	295.43 acres	\$16,163.83/acre	\$1,144.87/acre
TOTAL			\$8,915,000.00	\$631,482.72

(1) Includes estimated county collection costs/payment discounts, which may fluctuate.

(2) See legal description attached.

EXHIBIT 2

A PORTION OF THE PLAT OF FLORIDA FARMERS LAND COMPANY SUBDIVISION RECORDED IN MAP BOOK 1, PAGE 49 OF THE CURRENT PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LANDS DESCRIBED BOOK 1945, PAGE 1429 OF THE OFFICIAL RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 739-B (AN 80 FOOT RIGHT-OF-WAY AS CURRENTLY ESTABLISHED);

FROM THE POINT OF BEGINNING THUS DESCRIBED THENCE NORTH 66°20'40" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 758.86 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN BOOK 1862, PAGE 990 OF THE OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 42°38'23" EAST, 197.67 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 47°10'15" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, 569.13 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 739-B; THENCE NORTH 66°20'40" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 259.46 FEET; THENCE NORTH 65°50'01" EAST, 1,420.13 FEET; THENCE SOUTH 23°50'27" EAST, 7.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 7,672.44 FEET, A CHORD BEARING AND DISTANCE OF NORTH 63°02'58" EAST, 179.88 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 41°37'47" EAST, 349.06 FEET; THENCE SOUTH 43°40'16" EAST, 140.37 FEET; THENCE SOUTH 47°05'52" WEST, 353.23 FEET; THENCE SOUTH 42°17'58" EAST, 92.94 FEET; THENCE SOUTH 39°11'35" WEST, 648.77 FEET; THENCE SOUTH 42°41'53" EAST, 385.38 FEET; THENCE NORTH 47°11'24" EAST, 628.50 FEET; THENCE NORTH 47°25'06" EAST, 667.85 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 209 (AN 80 FOOT RIGHT-OF-WAY AS CURRENTLY ESTABLISHED); THENCE THE FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE, SOUTH 42°34'18" EAST, 1901.87 FEET; THENCE SOUTH 42°32'58" EAST, 1,199.83 FEET; THENCE SOUTH 42°34'14" EAST, 3,601.04 FEET; THENCE SOUTH 42°30'44" EAST, 972.96 FEET TO THE NORTHERLY CORNER OF LOT 2, BLOCK 46 OF THE AFOREMENTIONED FLORIDA FARMERS LAND COMPANY SUBDIVISION; THENCE SOUTH 47°07'59" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 AND LOT 11 BLOCK 46, 1304.70 FEET TO THE WESTERLY CORNER OF SAID LOT 11; THENCE SOUTH 42°27'00" EAST ALONG THE SOUTHWESTERLY LINES OF LOTS 9, 10 AND 11 BLOCK 46, 1,993.24 TO THE SOUTHERLY CORNER OF SAID LOT 9; THENCE SOUTH 47°40'43" WEST TO AND ALONG THE SOUTHEASTERLY LINE OF LOTS 4 AND 9, BLOCK 47 AND LOT 4, BLOCK 48, 3,103.40 FEET TO THE SOUTHWESTERLY LINE OF SAID PLAT; THENCE NORTH 39°53'54" WEST ALONG SAID SOUTHWESTERLY PLAT LINE, 9,299.77 FEET TO THE SOUTHERLY CORNER OF LOT 5, BLOCK 18; THENCE NORTH 42°33'44" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 5, 602.10 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN BOOK 1962, PAGE 1282 OF SAID OFFICIAL RECORDS; THENCE THE FOLLOWING COURSES ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID LANDS, NORTH 64°56'17" EAST, 583.25 FEET; THENCE NORTH 16°10'10" WEST, 155.89 FEET; THENCE NORTH 39°42'11" WEST, 400.91 FEET; THENCE NORTH 43°53'05" WEST, 297.66 FEET; THENCE SOUTH 38°35'10" WEST, 59.97 FEET; THENCE NORTH 40°07'09" WEST, 563.34 FEET TO THE MOST EASTERLY CORNER OF AFORMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1945, PAGE 1429; THENCE NORTH 40°11'24" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, 643.74 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 970.12 ACRES, MORE OR LESS.

RESOLUTION 2023-13

A RESOLUTION OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING DISTRICT PROJECTS FOR CONSTRUCTION AND/OR ACQUISITION OF INFRASTRUCTURE IMPROVEMENTS; EQUALIZING, APPROVING, CONFIRMING, AND LEVYING SPECIAL ASSESSMENTS ON PROPERTY SPECIALLY BENEFITED BY SUCH PROJECTS TO PAY THE COST THEREOF; PROVIDING FOR THE PAYMENT AND THE COLLECTION OF SUCH SPECIAL ASSESSMENTS BY THE METHODS PROVIDED FOR BY CHAPTERS 170, 190 AND 197, *FLORIDA STATUTES*; CONFIRMING THE DISTRICT'S INTENTION TO ISSUE SPECIAL ASSESSMENT BONDS; MAKING PROVISIONS FOR TRANSFERS OF REAL PROPERTY TO HOMEOWNERS ASSOCIATIONS, PROPERTY OWNERS ASSOCIATION AND/OR GOVERNMENTAL ENTITIES; PROVIDING FOR THE RECORDING OF AN ASSESSMENT NOTICE; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

RECITALS

WHEREAS, Cross Creek North Community Development District (the “District”) previously indicated its intention to construct certain types of infrastructure improvements and to finance such infrastructure improvements through the issuance of bonds, which bonds would be repaid by the imposition of special assessments on benefited property within the District; and

WHEREAS, the District Board of Supervisors (the “Board”) noticed and conducted a public hearing pursuant to Chapters 170, 190 and 197, *Florida Statutes*, relating to the imposition, levy, collection and enforcement of such assessments.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to Chapters 170, 190 and 197, *Florida Statutes*, including without limitation, Section 170.08, *Florida Statutes*.

SECTION 2. FINDINGS. The Board hereby finds and determines as follows:

(a) The District is a local unit of special-purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended.

(b) The District is authorized by Chapter 190, *Florida Statutes*, to finance, fund, plan, establish, acquire, install, equip, operate, extend, construct, or reconstruct stormwater management system, roadway improvements, water and sewer utility systems, recreation

improvements, underground electric, and other infrastructure projects and services necessitated by the development of, and serving lands within, the District.

(c) The District is authorized by Chapter 190, *Florida Statutes*, to levy and impose special assessments to pay all, or any part of, the cost of such infrastructure projects and services and to issue special assessment bonds payable from such special assessments as provided in Chapters 170, 190 and 197, *Florida Statutes*.

(d) It is necessary to the public health, safety and welfare and in the best interests of the District that: (i) the District provide the Project (the “Project”), the nature and location of which was initially described in Resolution 2023-11 and is shown in the *Supplemental Engineer’s Report for the Capital Improvements for Series 2023 Project*, dated April 3, 2023 and revised July 13, 2023 (the “Engineer’s Report”)¹, and which Project’s plans and specifications are on file in the District’s records office at 3434 Colwell Avenue, Suite 200, Tampa , Florida 33614; (ii) the cost of such Project be assessed against the lands specially benefited by such Project; and (iii) the District issue bonds to provide funds for such purposes pending the receipt of such special assessments.

(e) The provision of said Project, the levying of such Special Assessments (hereinafter defined) and the sale and issuance of such bonds serves a proper, essential, and valid public purpose and is in the best interests of the District, its landowners and residents.

(f) In order to provide funds with which to pay a portion of the costs of the Project which are to be assessed against the benefitted properties, pending the collection of such Special Assessments, it is necessary for the District from time to time to sell and issue its Special Assessment Bonds, in one or more series (the “Bonds”).

(g) By Resolution 2023-11, the Board determined to provide the Project and to defray the costs thereof by making Special Assessments on benefitted property and expressed an intention to issue Bonds, notes or other specific financing mechanisms to provide a portion of the funds needed for the Project prior to the collection of such Special Assessments. Resolution 2023-11 was adopted in compliance with the requirements of Section 170.03, *Florida Statutes*, and prior to the time it was adopted, the requirements of Section 170.04, *Florida Statutes*, had been met.

(h) As directed by Resolution 2023-11, said Resolution 2023-11 was published as required by Section 170.05, *Florida Statutes*, and a copy of the publisher’s affidavit of publication is on file with the Secretary of the Board.

(i) As directed by Resolution 2023-11, a preliminary assessment roll was adopted and filed with the Board as required by Section 170.06, *Florida Statutes*.

¹ The Engineer’s Report should be read in conjunction with the Preliminary Engineer’s Report dated March 21, 2017, and was prepared to incorporate increased cost estimates related to initially undervalued Phase 2 cost estimates.

(j) As required by Section 170.07, *Florida Statutes*, upon completion of the preliminary assessment roll, the Board adopted Resolution 2023-11 fixing the time and place of a public hearing at which owners of the property to be assessed and other persons interested therein may appear before the Board and be heard as to: (i) the propriety and advisability of making the infrastructure improvements constituting the Project, (ii) the cost thereof, (iii) the manner of payment therefore, and (iv) the amount thereof to be assessed against each specially benefited property or parcel and provided for publication of notice of such public hearing and individual mailed notice in accordance with Chapters 170, 190 and 197, *Florida Statutes*.

(k) On July 26, 2023, at the time and place specified in Resolution 2023-11, the Board met as an Equalization Board and heard and considered all complaints and testimony as to the matters described in paragraph (j) above. The Board has made such modifications in the preliminary assessment roll as it deems necessary, just and right in the making of the final assessment roll.

(l) Having considered the estimated costs of the Project, estimates of financing costs and all complaints and evidence presented at such public hearing, the Board further finds and determines:

(i) that the estimated costs of the Project are as specified in the Engineer's Report (attached as **Exhibit A** hereto and incorporated herein by this reference), which Engineer's Report is hereby adopted and approved, and that the amount of such costs is reasonable and proper; and

(ii) it is reasonable, proper, just and right to assess the cost of such Project against the properties within the District specially benefited thereby using the method determined by the Board set forth in the *Master Special Assessment Allocation Report* dated September 11, 2018, and the *Final Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2023*, dated July 21, 2023 (the "Assessment Report") attached hereto as **Exhibit B** and incorporated herein by this reference, which results in allocation of assessments in the manner set forth in the final assessment roll included therein (the "Special Assessments"); and

(iii) it is hereby declared that the Project will constitute a special benefit to all parcels of real property listed on said final assessment roll and that the benefit, in the case of each such parcel, will be equal to or in excess of the Special Assessments thereon when allocated as set forth in **Exhibit B**; and

(iv) it is in the best interests of the District that the Special Assessments be paid and collected as herein provided.

SECTION 3. AUTHORIZATION OF DISTRICT PROJECT. That certain Project for construction of infrastructure improvements initially described in Resolution 2023-11, and more specifically identified and described in **Exhibit A** attached hereto, is hereby authorized and approved and the proper officers, employees and/or agents of the District are hereby authorized

and directed to take such further action as may be necessary or desirable to cause the same to be made.

SECTION 4. ESTIMATED COST OF IMPROVEMENTS. The total estimated costs of the Project and the costs to be paid by Special Assessments on all specially benefited property are set forth in **Exhibits A and B**, respectively, hereto.

SECTION 5. EQUALIZATION, APPROVAL, CONFIRMATION AND LEVY OF SPECIAL ASSESSMENTS. The Special Assessments on parcels specially benefited by the Project, all as specified in the final assessment roll set forth in **Exhibit B**, attached hereto, are hereby equalized, approved, confirmed and levied. Immediately following the adoption of this Resolution these Special Assessments, as reflected in **Exhibit B**, attached hereto, shall be recorded by the Secretary of the Board of the District in a special book, to be known as the "Improvement Lien Book." The Special Assessment or assessments against each respective parcel shown on such final assessment roll and interest, costs and penalties thereon, as hereafter provided, shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims. Prior to the issuance of any bonds, including refunding bonds, the District may, by subsequent resolution, adjust the acreage assigned to particular parcel identification numbers listed on the final assessment roll to reflect accurate apportionment of acreage within the District amongst individual parcel identification numbers. The District may make any other such acreage and boundary adjustments to parcels listed on the final assessment roll as may be necessary in the best interests of the District as determined by the Board by subsequent resolution. Any such adjustment in the assessment roll shall be consistent with the requirements of law. In the event the issuance of bonds, including refunding bonds, by the District would result in a decrease of the Special Assessments, then the District shall by subsequent resolution, adopted within sixty (60) days of the sale of such bonds at a publicly noticed meeting and without the need for further public hearing, evidence such a decrease and amend the final assessment roll as shown in the Improvement Lien Book to reflect such a decrease.

SECTION 6. FINALIZATION OF SPECIAL ASSESSMENTS. When the entire Project has both been constructed or otherwise provided to the satisfaction of the Board, the Board shall adopt a resolution accepting the same and determining the actual costs (including financing costs) thereof, as required by Sections 170.08 and 170.09, *Florida Statutes*. Pursuant to the provisions of Section 170.08, *Florida Statutes*, regarding completion of a project funded by a particular series of bonds, the District shall credit to each Special Assessment the difference, if any, between the Special Assessment as hereby made, approved and confirmed and the actual costs incurred in completing the Project. In making such credits, no credit shall be given for bond financing costs, capitalized interest, funded reserves or bond discounts. Such credits, if any, shall be entered in the Improvement Lien Book. Once the final amount of Special Assessments for the entire Project has been determined, the term "Special Assessment" shall, with respect to each parcel, mean the sum of the costs of the Project.

SECTION 7. PAYMENT OF SPECIAL ASSESSMENTS AND METHOD OF COLLECTION.

(a) The Special Assessments may be paid in not more than thirty (30) substantially equal consecutive annual installments of principal and interest. The Special Assessments may be paid in full without interest at any time within thirty (30) days after the completion of the Project and the adoption by the Board of a resolution accepting the Project; provided, however, that the Board shall at any time make such adjustments by resolution, at a noticed meeting of the Board, to that payment schedule as may be necessary and in the best interests of the District to account for changes in long and short term debt as actually issued by the District. At any time, subsequent to thirty (30) days after the Project has been completed and a resolution accepting the Project has been adopted by the Board, the Special Assessments may be prepaid in full including interest amounts to the next succeeding interest payment date or to the second succeeding interest payment date if such a prepayment is made within forty-five (45) calendar days before an interest payment date. The owner of property subject to Special Assessments may prepay the entire remaining balance of the Special Assessments or a portion of the remaining balance of the Special Assessment at any time if there is also paid, in addition to the prepaid principal balance of the Special Assessment, an amount equal to the interest that would otherwise be due on such prepaid amount on the next succeeding interest payment date, or, if prepaid during the forty-five (45) day period preceding such interest payment date, to the interest payment date following such next succeeding interest payment date. Prepayment of Special Assessments does not entitle the property owner to any discounts for early payment.

(b) The District may elect to use the method of collecting Special Assessments authorized by Sections 197.3632 and 197.3635, *Florida Statutes* (the "Uniform Method"). The District has heretofore taken or will use its best efforts to take as timely required, any necessary actions to comply with the provisions of said Sections 197.3632 and 197.3635, *Florida Statutes*. Such Special Assessments may be subject to all of the collection provisions of Chapter 197, *Florida Statutes*. Notwithstanding the above, in the event the Uniform Method of collecting its special or non-ad valorem assessments is not available to the District in any year, or if determined by the District to be in its best interest, the Special Assessments may be collected as is otherwise permitted by law. The District may, in its sole discretion, collect Special Assessments by directly assessing landowner(s) and enforcing said collection in any manner authorized by law. Such special assessments shall at all times be collected in a manner consistent with applicable trust indenture.

(c) For each year the District uses the Uniform Method, the District shall enter into an agreement with the Tax Collector of Clay County who may notify each owner of a lot or parcel within the District of the amount of the special assessment, including interest thereon, in the manner provided in Section 197.3635, *Florida Statutes*.

SECTION 8. PROPERTY OWNED BY HOMEOWNERS ASSOCIATIONS, PROPERTY OWNERS ASSOCIATIONS OR GOVERNMENTAL ENTITIES. Property owned by units of local, state, and federal government shall not be subject to the Special Assessments without specific consent thereto. In addition, property owned by a property owners association or homeowners association that is exempt from special assessments under Florida law shall not be subject to the Special Assessments. If at any time, any real property on which Special Assessments are imposed by this Resolution is sold or otherwise transferred to a unit of

local, state, or federal government (without consent of such governmental unit to the imposition of Special Assessments thereon), all future unpaid Special Assessments for such tax parcel shall become due and payable immediately prior to such transfer without any further action of the District.

SECTION 9. ASSESSMENT NOTICE. The District’s Secretary is hereby directed to record a general Notice of Assessments in the Official Records of Clay County, Florida, which shall be updated from time to time in a manner consistent with changes in the boundaries of the District.

SECTION 10. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 11. CONFLICTS. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

SECTION 12. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

APPROVED AND ADOPTED THIS 26TH DAY OF JULY 2023.

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

- Exhibit A:** *Supplemental Engineer’s Report for the Capital Improvements for Series 2023 Project*
- Exhibit B:** *Master Special Assessment Allocation Report dated September 11, 2018, and the Final Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2023*

Exhibit A

Supplemental Engineer's Report for the Capital Improvements for Series 2023 Project

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
SUPPLEMENTAL ENGINEER'S REPORT**

for the

**CAPITAL IMPROVEMENTS
FOR SERIES 2023 PROJECT**

Prepared for

Board of Supervisors

Cross Creek North Community Development District

Prepared by

England-Thims & Miller, Inc.
14775 St. Augustine Road
Jacksonville, Florida 32258
904-642-8990

ETM Job No. 19-327-07

April 3, 2023
Revised July 13, 2023

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INTRODUCTION

The Supplemental Engineer's Report for the Cross Creek North Community Development District (the "District") describes the improvements to be included in the Series 2023 Project, which includes a portion of the capital improvement plan necessary for the completion of the remaining portion of Phase 2, Phases 2D-1, 2D-2, 2E-1, 2E-2 and 2F (together, the "Series 2023 Assessment Area") as well as other recreational improvements and infrastructure. This report should be read in conjunction with prior engineer's reports adopted by the District.

The Cross Creek North Community Development District (the "District"), incorporating Phase 1 and Phase 2 of Cross Creek, is a ± 970.12 acre residential development located within the unincorporated area of northeastern Clay County, Florida. The District is located in Section 46 lying in Township 5 South, Range 26 East. The District is currently bounded on the northwest by Sandridge Road and the northeast by Russell Road, vacant property to the west and south. Access to the District is via Russell Road (C.R. 209) and Sandridge Road and is approximately 5.8 miles north of Green Cove Springs and approximately 2 miles from a major interchange on the outer beltway expressway system currently under construction. **Exhibit 1** is a Location Map showing the location of the Cross Creek North CDD in Clay County and the adjacent roads. **Exhibit 2** is a legal description of the District.

The District is a local unit of special-purpose government established by Ordinance No. 2017-10 of the Board of County Commissioners for Clay County, Florida. The District was established for the purpose of financing and managing the acquisition, construction, maintenance and operation of the infrastructure necessary for the community development within the District.

The District consists of the Cross Creek Master Community Development located within the Lake Asbury Master Plan Area. As a requirement of the Development, D. R. Horton, Inc. has platted approximately ± 37 acres for parks and approximately ± 96 acres of uplands for preservation protecting the existing wetlands on the site within Phase 1 of Cross Creek. Within Phase 2 approximately ± 38 acres for parks/open space and approximately ± 438 acres of wetlands and uplands for preservation protecting the existing wetlands will be platted.

The Cross Creek plans for the District includes 1,300 single-family homes, 415 single family homes within Phase 1 and 885 single family homes within Phase 2. The community also includes an Amenity Center area and neighborhood park areas throughout both phases of Cross Creek. **Exhibit 3** shows the future land uses within the property and surrounding area located within the Lake Asbury Master Plan. **Exhibit 4** shows the overall layout for the Cross Creek Community showing the proposed residential lots, open spaces, stormwater management facilities, etc.

OVERVIEW OF THE DEVELOPMENT

The project is being developed in two (2) major phases with Phase 1 infrastructure complete and Phase 2 currently under construction. Phase 1 of the development consists of 415 single family lots, seven (7) neighborhood recreation areas, and the master infrastructure to support Phase 1. Phase 2 of development consists of 885 single-family units which will be constructed in nine (9) sub-phases, Phases 2A – 2F. A construction summary is included below:

SERIES 2023 PROJECT:

- Phase 2D-1 (50 lots)	Infrastructure construction complete except for the second lift of asphalt. All utilities have been accepted by Clay County Utility Authority and closeout with Clay County is complete.
- Phase 2D-2 (101 lots)	Infrastructure construction recently commenced.
- Phase 2E-1 (35 lots)	Infrastructure construction recently commenced.
- Phase 2E-2 (52 lots)	Infrastructure construction recently commenced.
- Phase 2F (113 lots)	Infrastructure construction complete except for the second lift of asphalt. All utilities have been accepted by Clay County Utility Authority and closeout with Clay County is complete.
- Amenity Expansion	The Amenity Expansion construction is anticipated to be completed in September 2023.

SERIES 2022 PROJECT:

- Phase 2A (100 lots)	Infrastructure construction complete except for the second lift of asphalt. All utilities have been accepted by Clay County Utility Authority and closeout with Clay County is complete.
- Phase 2B-1/2 (208 lots)	
- Phase 2C (226 lots)	
- Amenity Center	The Phase 1 Amenity Center is complete and open for District use. The Amenity Center consists of a clubhouse, swimming pool, kiddie splash pad, playground, tennis courts and more.

SERIES 2018 PROJECT:

The Series 2018 Project, which included infrastructure to support 415 single-family units in Phase 1, is substantially complete.

Table I lists the summary of the development. **Exhibit 5** depicts the overall Master Plan for Cross Creek including utility infrastructure and Phase 2 sub-phases.

TABLE I

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT
SUMMARY OF DEVELOPMENT**

TYPE	Estimated Units	Estimated Areas
Series 2018 Assessment Area Phase 1 – Infrastructure Complete		
Residential Development	415 units	±134 acres
Road Rights-of-Way	n/a	± 32 acres
Parks and Recreation	n/a	± 37 acres
Wetland/Open Space, Miscellaneous	n/a	± 96 acres
Series 2022 Assessment Area Phase 2 (2A, 2B-1, 2B-2 & 2C)		
Residential Development	534 units	± 90 acres
Road Rights-of-Way	n/a	± 21 acres
Parks and Recreation	n/a	± 4 acres
Wetland/Open Space, Miscellaneous	n/a	± 100 acres
Series 2023 Assessment Area Phase 2 (2D-1, 2D-2, 2E-1, 2E-2 & 2F)		
Residential Development	351 units	± 61
Road Rights-of-Way	n/a	± 17
Parks and Recreation	n/a	± 11
Wetland/Open Space, Miscellaneous	n/a	± 367
TOTALS	1,300	± 970 acres

(Note: Certain land uses may change provided that such changes are consistent with the land use)

DESCRIPTION OF THE SERIES 2023 PROJECT

MASTER INFRASTRUCTURE IMPROVEMENTS

The following narrative identifies the improvements anticipated to be included in the Series 2023 Project. Note that Cost Estimates contained in this report have been prepared based on the best available information and recent contracts for the various subphases within the Series 2023 Assessment Area, and the Master Earthwork.¹ England-Thims & Miller, Inc. believes the enclosed estimates to be accurate based on the available information; however, actual costs will vary based on unforeseen circumstances, inflation, etc.

Infrastructure costs include roadways (limerock, asphalt, curb, etc.), reuse water, potable water, sanitary sewer, pump stations, storm sewer, and other items related to infrastructure construction necessary for the completion of Phase 2.

TABLE II

SUMMARY OF 2023 PROJECT²

Stormwater Management and Master Earthwork	\$1,770,794
Potable & Reuse Distribution Systems³	\$1,458,506
Sanitary Sewer Gravity Mains	\$1,497,404
Roadway & Stormwater Collection System	\$3,404,583
Amenity Expansion	\$2,757,373
TOTAL	\$10,888,660

¹ The author notes that the original estimate of costs related to Phase 2 was initially undervalued, and construction costs have continued to rise in recent years. The attached reflects actual construction bids for the Series 2023 Project where available. Original cost estimates for improvements may be found in the Cross Creek Community Development District Preliminary Engineers' Report dated March 21, 2017 prepared by J. Lucas & Associates, Inc.

² Costs include engineering, surveying, platting and construction inspection costs

³ In addition to the cost reflected herein, the developer has constructed water and sewer improvements for Phase 2F valued at approximately \$1,103,626. These water and sewer improvements have been dedicated to Clay County Utility Authority.

AMENITY CENTER EXPANSION

The Amenity Center is located on a 10-acre site located off of Big Oak Drive at the first roundabout. The Amenity Center consists of a community building with offices, a meeting room, restrooms, and a large covered porch. In addition to the community building, the Amenity Center has a swimming pool, an interactive kid's fountain, tennis courts, basketball courts, a children's playground and picnic shelters.

The Amenity Center Expansion plans were permitted, and construction began the first quarter of 2022. The Amenity Center expansion will consist of a fitness center, office space, lap pool, additional pickleball courts, a large recreation field, a recreational vehicle parking area consisting of approximately 84 spaces, and additional parking to accommodate the expanded amenity area. Construction of the Amenity Center Expansion is anticipated to be completed in September 2023.

GOVERNMENTAL ACTIONS

The District was approved on February 28, 2017 by the Clay County Board of County Commissioners. Applicable zoning, vesting and concurrency approvals are in place for the development and the permits for both Phases 1 and 2 have been obtained. Agreements for water, sewer and reclaim water are in place with service provided by Clay County Utility Authority. **Table III** is a list of all of the Phase 2 development permits applied for and received to date.

[Continued on Next Page]

TABLE III

PHASE 2 DEVELOPMENT PERMITS

Phase 2 Sub -Phase	Permitting Agency	Permit No.
2A (Infrastructure)	SJRWMD	98482-15
2A (Earthwork)	SJRWMD	98482-10
2A	CCUA Domestic Wastewater	DW2205-935
2A	CCUA Potable Water	PW1111-934
2A	Clay County	IMS #RES_SP- 2020000017
2B-2F (Stormwater Infrastructure)	SJRWMD	9848-12
2B Earthwork	SJRWMD	98482-14
2B - 2E2	SJRWMD	98482-16
2B - 2E2	Clay County	IMS #RES_SP2020000031
2B - 2E2	Clay County - Revision #1	IMS #RES_SP2021000006
2B - 2E2	Clay County - Revision #2	IMS #RES_SP2021000014
2B - 2E2	CCUA Potable Water	PW1123-960
2B - 2E2	CCUA Domestic Wastewater	DW2211-961
2F	Clay County	IMS #RES_SP2021000036
2F	CCUA Potable Water	PW1123-988
2F	CCUA Domestic Wastewater	DW2211-989
Amenity Center	SJRWMD	98482-6
Amenity Center Expansion	SJRWMD	98482-17

SUMMARY AND CONCLUSION

The infrastructure, as outlined above, is necessary for the functional development of the District as required by the applicable independent unit of local government. The planning and design of the infrastructure is in accordance with governmental regulatory requirements at the time of permitting. The infrastructure will provide their intended function so long as the construction is in substantial compliance with the design and permits.

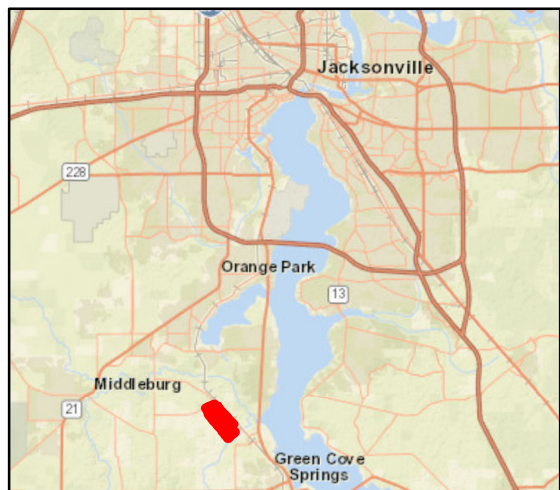
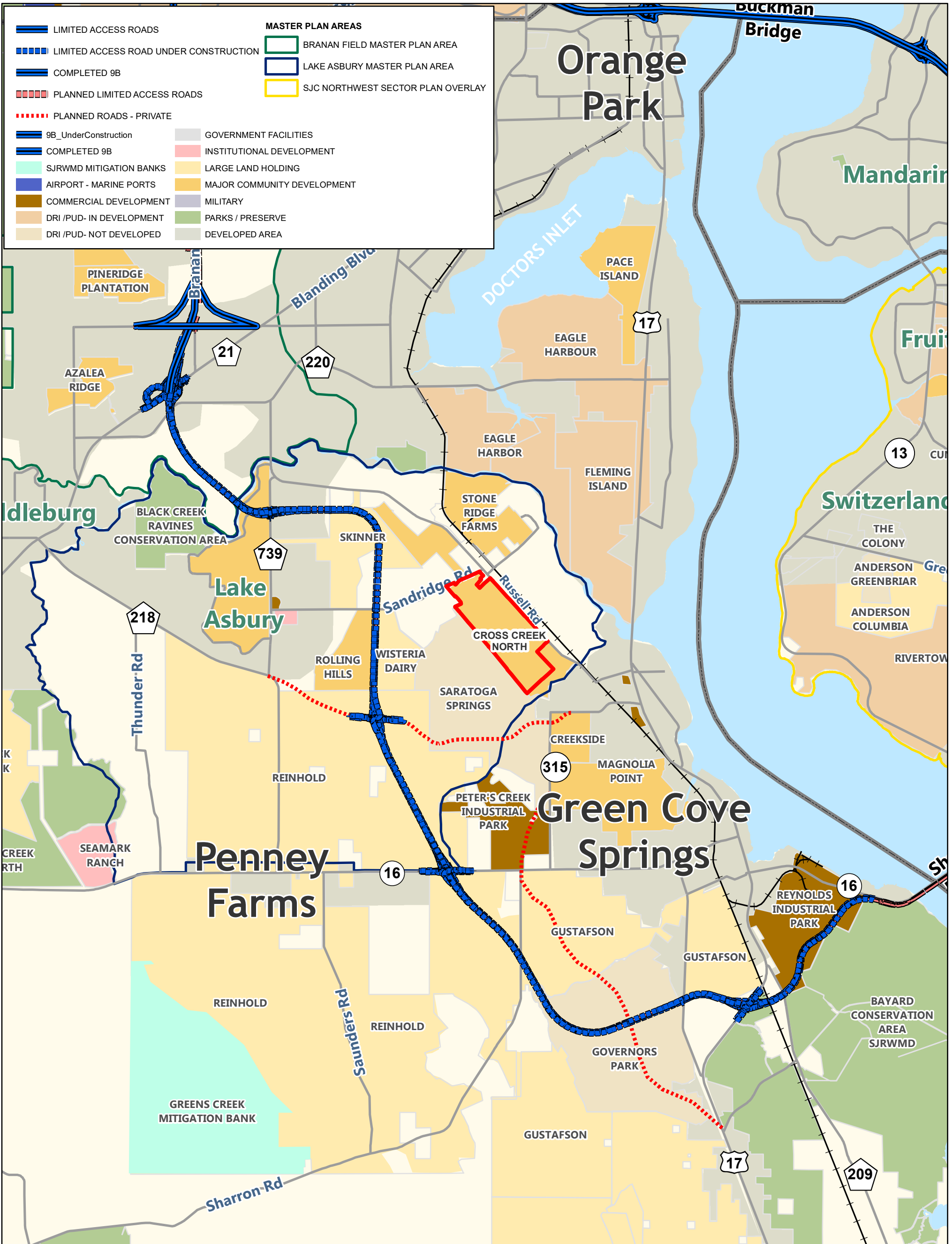
Items of construction in this report are based on current plan quantities for the infrastructure construction as shown on the approved constructed drawings and specifications, last revision.

The infrastructure costs provided herein for the District improvements are reasonable to complete the construction of the infrastructure described herein and that these infrastructure improvements will benefit and add value to the District. All such infrastructure costs are public improvements or community facilities as set forth in Section 190.012 (1) and (2) of the Florida Statutes.

The estimate of the infrastructure construction costs is composed of estimates or established contractual amounts and is not a guaranteed maximum price. The estimated cost is based on unit prices currently being experienced for ongoing and similar items of work in Clay County and quantities as represented on the construction plans. The labor market, future costs of equipment and materials, and the actual construction process are all beyond my control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this estimate.

EXHIBITS

1. Location Map
2. District Legal Boundary Description
3. Future Land Use Map
4. Community Development Map
5. Master Infrastructure



Cross Creek North CDD

Location Map

Source: ETM, Clay County

Subject Property

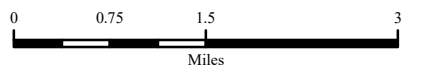


EXHIBIT 1

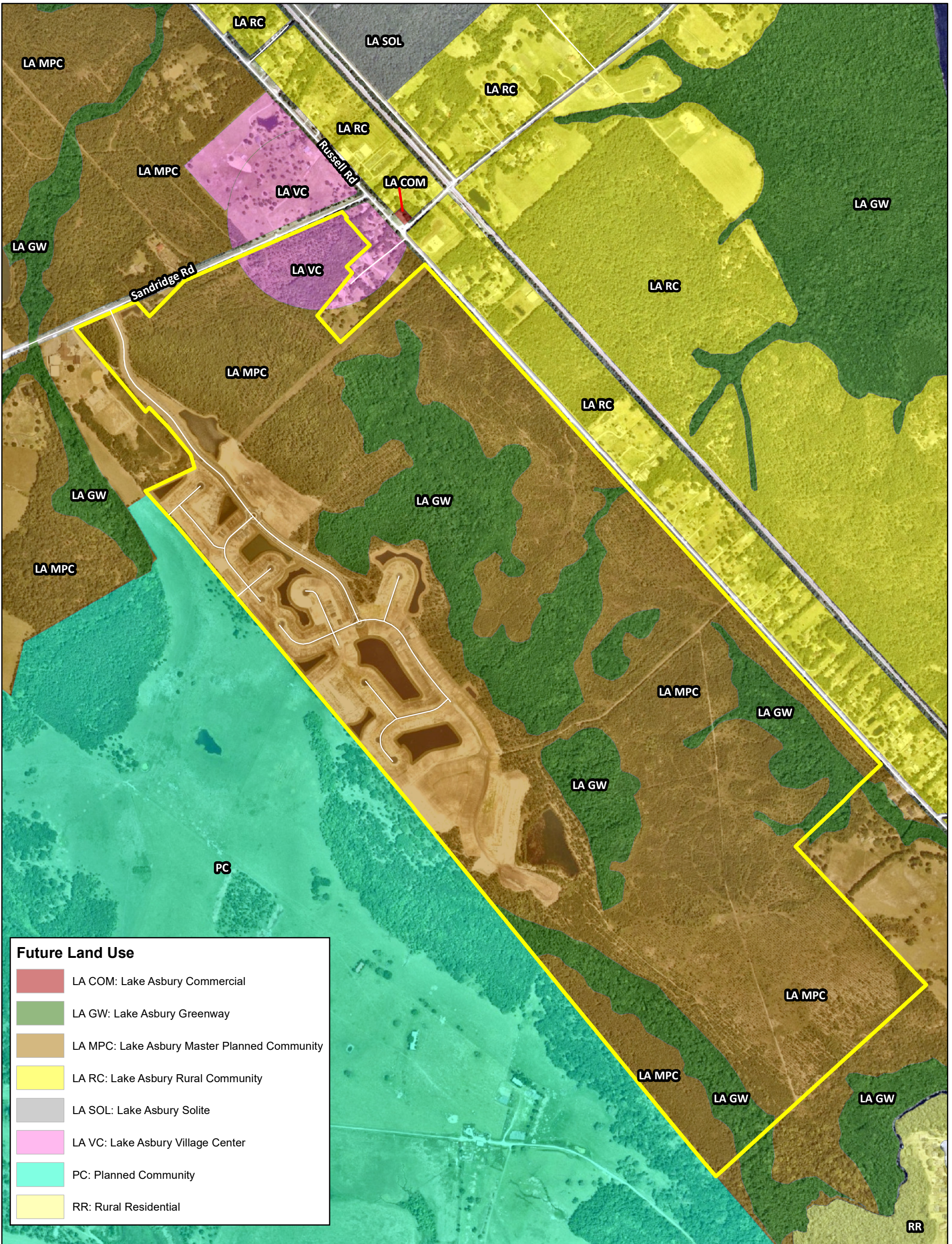
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 904-642-8990 • Fax: 904-646-9485 • www.etmnc.com

EXHIBIT 2

A PORTION OF THE PLAT OF FLORIDA FARMERS LAND COMPANY SUBDIVISION RECORDED IN MAP BOOK 1, PAGE 49 OF THE CURRENT PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LANDS DESCRIBED BOOK 1945, PAGE 1429 OF THE OFFICIAL RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 739-B (AN 80 FOOT RIGHT-OF-WAY AS CURRENTLY ESTABLISHED);

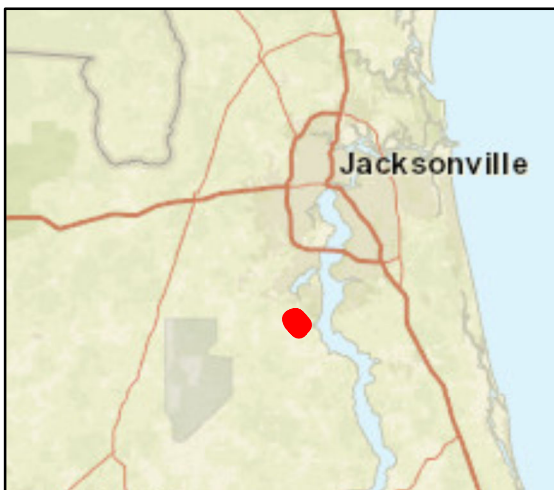
FROM THE POINT OF BEGINNING THUS DESCRIBED THENCE NORTH 66°20'40" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 758.86 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN BOOK 1862, PAGE 990 OF THE OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 42°38'23" EAST, 197.67 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 47°10'15" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, 569.13 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 739-B; THENCE NORTH 66°20'40" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 259.46 FEET; THENCE NORTH 65°50'01" EAST, 1,420.13 FEET; THENCE SOUTH 23°50'27" EAST, 7.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 7,672.44 FEET, A CHORD BEARING AND DISTANCE OF NORTH 63°02'58" EAST, 179.88 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 41°37'47" EAST, 349.06 FEET; THENCE SOUTH 43°40'16" EAST, 140.37 FEET; THENCE SOUTH 47°05'52" WEST, 353.23 FEET; THENCE SOUTH 42°17'58" EAST, 92.94 FEET; THENCE SOUTH 39°11'35" WEST, 648.77 FEET; THENCE SOUTH 42°41'53" EAST, 385.38 FEET; THENCE NORTH 47°11'24" EAST, 628.50 FEET; THENCE NORTH 47°25'06" EAST, 667.85 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 209 (AN 80 FOOT RIGHT-OF-WAY AS CURRENTLY ESTABLISHED); THENCE THE FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE, SOUTH 42°34'18" EAST, 1901.87 FEET; THENCE SOUTH 42°32'58" EAST, 1,199.83 FEET; THENCE SOUTH 42°34'14" EAST, 3,601.04 FEET; THENCE SOUTH 42°30'44" EAST, 972.96 FEET TO THE NORTHERLY CORNER OF LOT 2, BLOCK 46 OF THE AFOREMENTIONED FLORIDA FARMERS LAND COMPANY SUBDIVISION; THENCE SOUTH 47°07'59" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 AND LOT 11 BLOCK 46, 1304.70 FEET TO THE WESTERLY CORNER OF SAID LOT 11; THENCE SOUTH 42°27'00" EAST ALONG THE SOUTHWESTERLY LINES OF LOTS 9, 10 AND 11 BLOCK 46, 1,993.24 TO THE SOUTHERLY CORNER OF SAID LOT 9; THENCE SOUTH 47°40'43" WEST TO AND ALONG THE SOUTHEASTERLY LINE OF LOTS 4 AND 9, BLOCK 47 AND LOT 4, BLOCK 48, 3,103.40 FEET TO THE SOUTHWESTERLY LINE OF SAID PLAT; THENCE NORTH 39°53'54" WEST ALONG SAID SOUTHWESTERLY PLAT LINE, 9,299.77 FEET TO THE SOUTHERLY CORNER OF LOT 5, BLOCK 18; THENCE NORTH 42°33'44" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 5, 602.10 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN BOOK 1962, PAGE 1282 OF SAID OFFICIAL RECORDS; THENCE THE FOLLOWING COURSES ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID LANDS, NORTH 64°56'17" EAST, 583.25 FEET; THENCE NORTH 16°10'10" WEST, 155.89 FEET; THENCE NORTH 39°42'11" WEST, 400.91 FEET; THENCE NORTH 43°53'05" WEST, 297.66 FEET; THENCE SOUTH 38°35'10" WEST, 59.97 FEET; THENCE NORTH 40°07'09" WEST, 563.34 FEET TO THE MOST EASTERLY CORNER OF AFOREMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1945, PAGE 1429; THENCE NORTH 40°11'24" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, 643.74 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 970.12 ACRES, MORE OR LESS.



Future Land Use

- LA COM: Lake Asbury Commercial
- LA GW: Lake Asbury Greenway
- LA MPC: Lake Asbury Master Planned Community
- LA RC: Lake Asbury Rural Community
- LA SOL: Lake Asbury Solite
- LA VC: Lake Asbury Village Center
- PC: Planned Community
- RR: Rural Residential



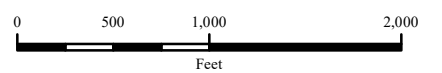
CROSS CREEK NORTH CDD

Future Land Use

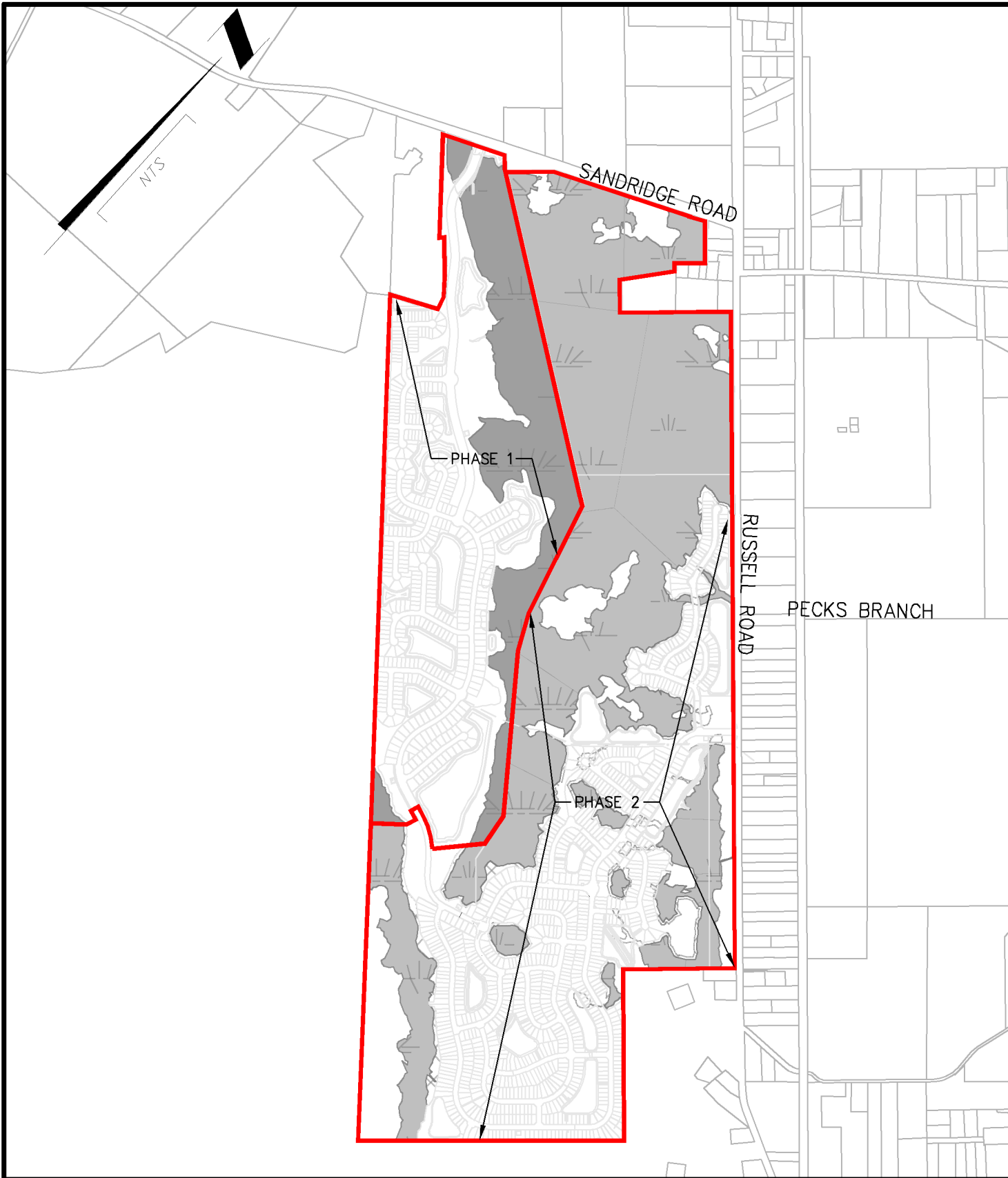
Source: ETM, Clay County

Subject Property

EXHIBIT 3



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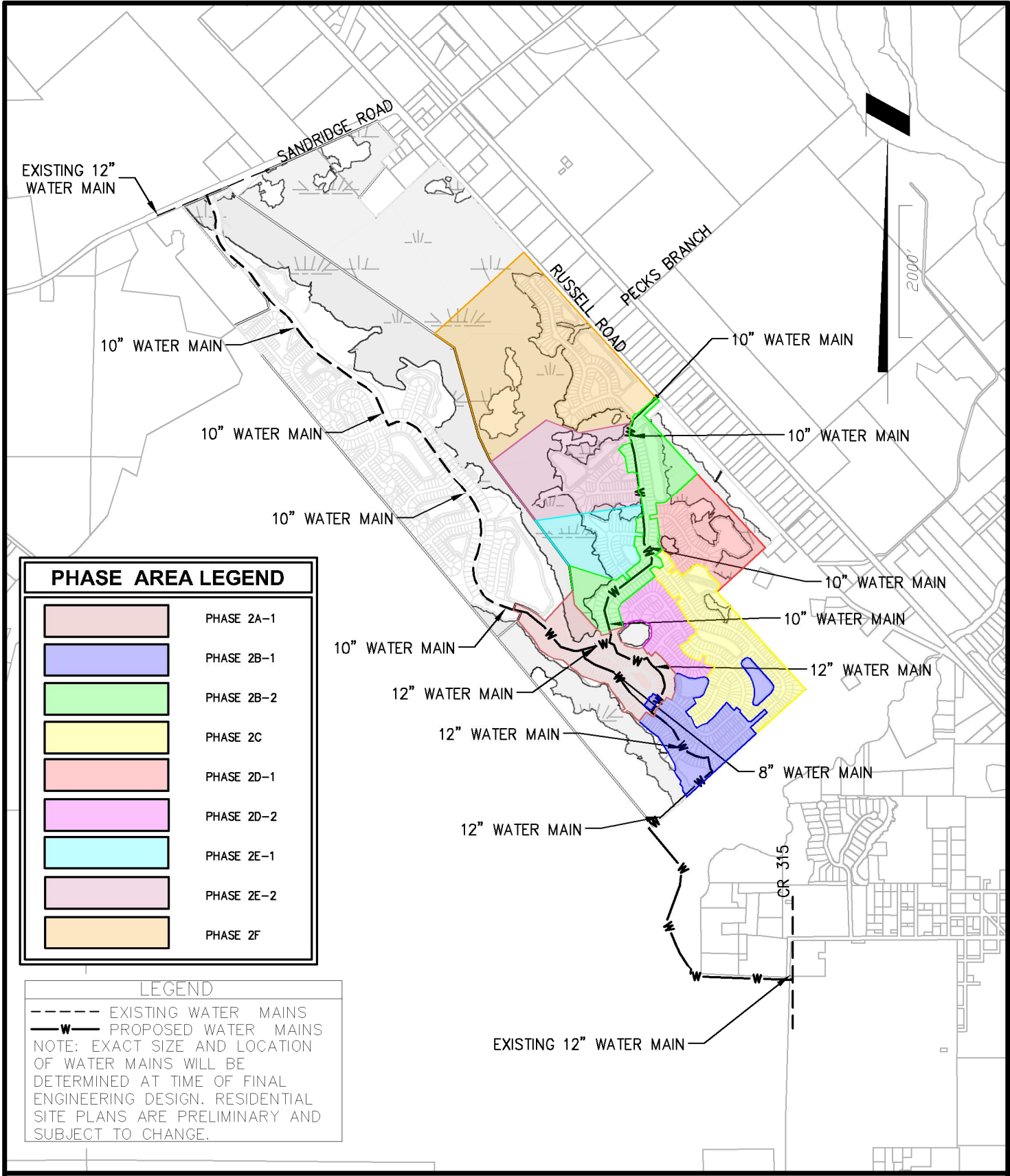
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EXHIBIT 4

MASTER SITE PLAN

CROSS CREEK CDD SUPPLEMENTAL

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PHASE AREA LEGEND	
	PHASE 2A-1
	PHASE 2B-1
	PHASE 2B-2
	PHASE 2C
	PHASE 2D-1
	PHASE 2D-2
	PHASE 2E-1
	PHASE 2E-2
	PHASE 2F

LEGEND
 - - - - - EXISTING WATER MAINS
 —W— PROPOSED WATER MAINS
 NOTE: EXACT SIZE AND LOCATION OF WATER MAINS WILL BE DETERMINED AT TIME OF FINAL ENGINEERING DESIGN. RESIDENTIAL SITE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE.



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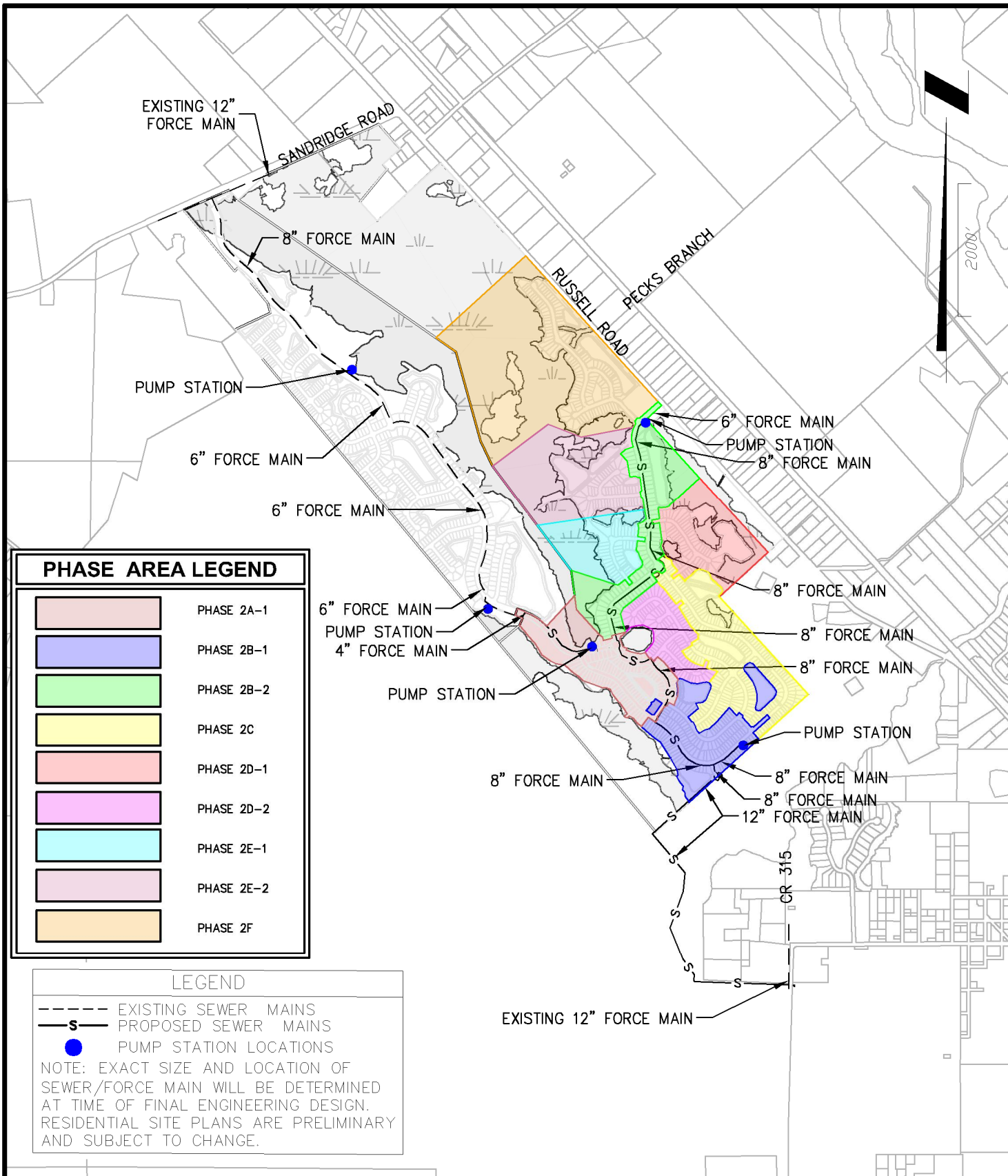
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EXHIBIT 5 PAGE 1 OF 3

MASTER WATER PLAN

CROSS CREEK CDD SUPPLEMENTAL

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PHASE AREA LEGEND	
	PHASE 2A-1
	PHASE 2B-1
	PHASE 2B-2
	PHASE 2C
	PHASE 2D-1
	PHASE 2D-2
	PHASE 2E-1
	PHASE 2E-2
	PHASE 2F

LEGEND

- - - - - EXISTING SEWER MAINS
 —S— PROPOSED SEWER MAINS
 ● PUMP STATION LOCATIONS

NOTE: EXACT SIZE AND LOCATION OF SEWER/FORCE MAIN WILL BE DETERMINED AT TIME OF FINAL ENGINEERING DESIGN. RESIDENTIAL SITE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE.



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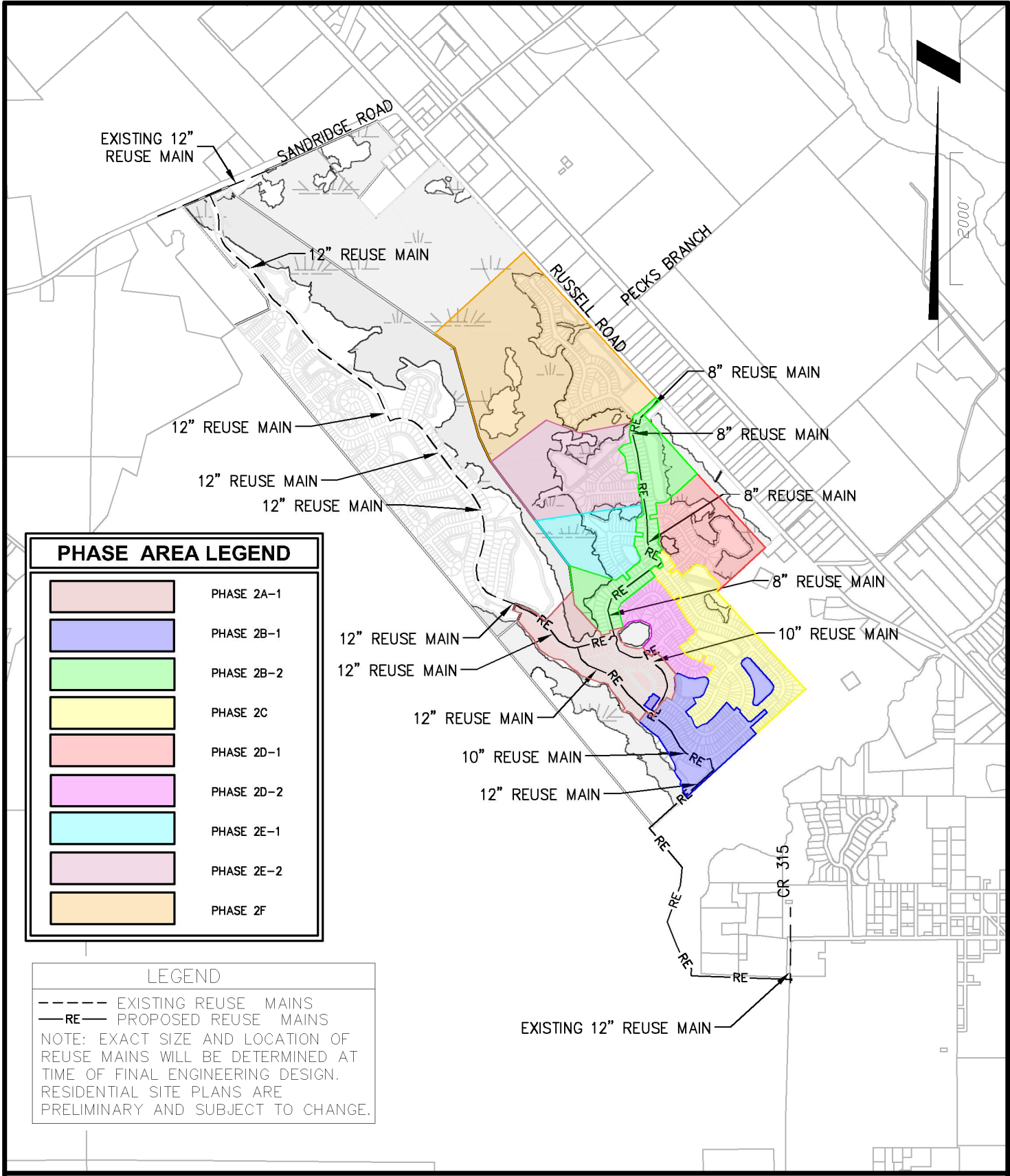
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EXHIBIT 5 PAGE 2 OF 3

MASTER SANITARY SEWER PLAN

CROSS CREEK CDD SUPPLEMENTAL

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PHASE AREA LEGEND	
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	PHASE 2B-1
	PHASE 2B-2
	PHASE 2C
	PHASE 2D-1
	PHASE 2D-2
	PHASE 2E-1
	PHASE 2E-2
	PHASE 2F

LEGEND
 - - - - - EXISTING REUSE MAINS
 —RE— PROPOSED REUSE MAINS
 NOTE: EXACT SIZE AND LOCATION OF REUSE MAINS WILL BE DETERMINED AT TIME OF FINAL ENGINEERING DESIGN. RESIDENTIAL SITE PLANS ARE PRELIMINARY AND SUBJECT TO CHANGE.

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EXHIBIT 5 PAGE 3 OF 3
MASTER REUSE PLAN
CROSS CREEK CDD SUPPLEMENTAL

Exhibit B

Master Special Assessment Allocation Report and the Final Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2023



Rizzetta & Company

Cross Creek North Community Development District

Master Special Assessment Allocation Report

12750 Citrus Park Lane
Suite 115
Tampa, FL 33625
www.rizzetta.com

September 11, 2018

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
 MASTER SPECIAL ASSESSMENT ALLOCATION REPORT

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Rizzetta & Company

I. INTRODUCTION

This Master Special Assessment Allocation Report is being presented in anticipation of financing a capital infrastructure project by the Cross Creek North Community Development District (“District”), a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. Rizzetta & Company, Inc. has been retained to prepare a methodology for allocating the special assessments related to the District’s infrastructure project.

The District plans to issue bonds in one or more series to fund a portion of the capital infrastructure project, also known as the Capital Improvement Program. This report will detail the maximum parameters for the future financing program the District will undertake, as well as determine the manner in which the special assessments will be allocated among all the landowners that will benefit from the capital infrastructure project.

II. DEFINED TERMS

“Capital Improvement Program” – (or “CIP”) Construction and/or acquisition of public infrastructure planned for the District. The total cost for the Capital Improvement Program is estimated to be \$23,220,000, as specified in the Preliminary Report of the District Engineer dated March 21, 2017

“Developer” – DR Horton, Inc., a Delaware corporation

“District” – Cross Creek North Community Development District.

“Equivalent Assessment Unit” – (EAU) Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District’s CIP on a particular land use, relative to other land uses.

“Maximum Assessments” – The maximum amount of special assessments to be levied against a parcel in relation to the CIP.

“Platted Units” – Lands configured into their intended end-use and subject to a recorded plat.

“Unplatted Parcels” – Undeveloped lands or parcels not yet subject to a recorded plat in their final end-use configuration.



III. DISTRICT INFORMATION

Cross Creek North Community Development District was established on February 28, 2017, pursuant to Clay County Ordinance No. 2017-10, which became effective on March 3, 2017.

The District is located within the Lake Asbury Master Plan (“the Development”), in Section 46 lying in Township 5 South, Range 26 East. The District is currently bounded on the northwest by Sandridge Road and the northeast by Russell Road, vacant property to the west and south. The District encompasses approximately 970.12 acres and the current development plan for the District includes approximately 998 single-family homes. **Table 1** illustrates the District’s preliminary development plan.

IV. CAPITAL IMPROVEMENT PROGRAM

Pursuant to the Preliminary Engineer’s Report, the District’s Capital Improvement Program (“CIP”) includes, but is not limited to, roadway improvements, water and sewer improvements, a stormwater management system, recreational improvements and hardscape/landscape to cost an estimated \$23,220,000 as shown in detail on **Table 2**. It is expected that the District will issue bonds in the immediate future to fund a portion of the CIP, with the balance funded by the developer, future bonds issued by the district, or other sources.

V. MASTER ASSESSMENT ALLOCATION – MAXIMUM ASSESSMENTS

Unlike property taxes, which are ad valorem in nature, a community development district may levy special assessments under Florida Statutes Chapters 170, 190 and 197 only if the parcels to be assessed receive special benefit from the infrastructure improvements acquired and/or constructed by the district. Special benefits act as a logical connection to property from the improvement system or services and facilities being constructed. These special benefits are peculiar to lands within the district and differ in nature to those general or incidental benefits that landowners outside the district or the general public may enjoy. A district must also apportion or allocate its special assessments so that the assessments are fairly and reasonably distributed relative to the special benefit conferred. Generally speaking, this means the amount of special assessment levied on a parcel should not exceed the amount of special benefit received by that parcel. A district typically may develop and adopt an assessment methodology based on front footage, square footage, or any other reasonable allocation method, so long as the assessment meets the benefit requirement, and so long as the assessments are fairly and reasonably allocated.

A. Benefit Analysis

It is anticipated that the CIP will provide special benefit to lands within the District. This infrastructure project is a District-wide system of improvements and was designed specifically to facilitate the development of District properties into a viable community, from both a legal and socio-economic standpoint. Therefore, special benefits will accrue to the land uses within the District. The special benefits associated with the CIP include, but are not



limited to, added enjoyment, increased access and adequate protection from rainfall events. It has been determined that each lot within a product type will receive a similar amount of benefit from the construction and/or acquisition of the CIP, therefore as lots are platted, the assessments will be assigned to each platted lot on a pro-rata basis (i.e. total assessment divided by the number of lots planned for development within the District). Likewise, due to the similarity in lot sizes for all the products, each product will receive a similar benefit and thus a similar allocation of assessments among the various product types.

As noted above, **Table 3** demonstrates the allocation of the estimated CIP costs among the preliminary development plan. The costs are allocated using an EAU factor, which is provided on an equally-assigned basis. This method of EAU allocation meets statutory requirements and is generally accepted in the industry.

The CIP costs allocable to each of the different land uses have been calculated by first allocating all units a share of the master, or District-wide infrastructure costs. The land uses within each phase are then allocated a share of the costs specific to that phase, with the combined master and phase-specific amounts resulting in the amounts reflected on Table 3.

B. Anticipated Bond Issuance

As described above, it is expected that the District will issue bonds in multiple series to fund a portion of the total CIP. The issuance of bond debt in multiple series will be based on the development of the community in phases. Therefore, the bonds and their associated assessments will most likely be assigned by assessment area, which are expected to correlate with the phasing of the CIP. Notwithstanding the description of the Maximum Assessments below, landowners will not have a payment obligation until the issuance of bonds, at which time the fixed assessment amounts securing those bonds, as well as a collection protocol, will be determined. Please note that the preceding statement only applies to capital assessments, and shall have no effect on the ability of the District to levy assessments and collect payments related to the operations and maintenance of the District.

A maximum bond sizing has been provided in **Table 4**. This maximum bond amount has been calculated using conservative financing assumptions and represents a scenario in which all of the CIP is funded with bond proceeds. Please note that Table 4 represents the District's maximum total issuance for the CIP as defined by the District Engineer. However, the District is not obligated to issue bonds at this time, and similarly may choose to issue bonds in an amount lower than the maximum amount, which is expected. Furthermore, the District may issue bonds in various par amounts, maturities and structures up to the maximum principal amount. **Table 5** represents the Maximum Assessments necessary to support repayment of the maximum bonds.

C. Maximum Assessment Methodology

Initially, the District will be imposing a master Maximum Assessment lien based on the maximum benefit conferred on each parcel by the CIP. Accordingly, **Table 6** reflects the Maximum Assessments per Platted Unit. Because the District may issue bonds in various par amounts, maturities and structures, the special assessments necessary to secure repayment of those bonds will not exceed the amounts on Table 6. It is expected that the



standard long-term special assessments borne by property owners will be significantly lower than the amounts in Table 6, and will reflect assessment levels which conform with the current market.

Some of the lands subject to the Maximum Assessments are Unplatted Parcels. Assessments will be initially levied on these Unplatted Parcels on an equal assessment per acre basis. At the time parcels are platted or otherwise subdivided into Platted Units, individual Maximum Assessments will be assigned to those Platted Units at the per-unit amounts described in Table 6, thereby reducing the Maximum Assessments encumbering the Unplatted Parcels by a corresponding amount. Any unassigned amount of Maximum Assessments encumbering the remaining Unplatted Parcels will continue to be calculated and levied on an equal assessment per acre basis.

In the event an Unplatted Parcel is sold to a third party not affiliated with the Developer, Maximum Assessments will be assigned that Unplatted Parcel based on the maximum total number of Platted Units assigned by the Developer to that Unplatted Parcel. The owner of that Unplatted Parcel will be responsible for the total assessments applicable to the Unplatted Parcel, regardless of the total number of Platted Units ultimately platted. These total assessments are fixed to the Unplatted Parcel at the time of sale. If the Unplatted Parcel is subsequently sub-divided into small parcels, the total assessments initially allocated to the Unplatted Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e. equal assessment per acre until platting).

In the event that developable lands that derive benefit from the CIP are added to the District boundaries, whether by boundary amendment or increase in density, Maximum Assessments will be allocated to such lands, pursuant to the methodology described herein.

VI. ADDITIONAL STIPULATIONS

Certain financing, development, and engineering data was provided by members of District staff and/or the Developer. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Inc. makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

Rizzetta & Company, Inc., does not represent the Cross Creek North Community Development District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the Cross Creek North Community Development District with financial advisory services or offer investment advice in any form.



EXHIBIT A:

ALLOCATION METHODOLOGY



Rizzetta & Company

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

TABLE 1: PRELIMINARY DEVELOPMENT PLAN

PRODUCT	TOTAL	
Single Family 40'	103	Units
Single Family 50'	500	Units
Single Family 60'	205	Units
Single Family 70'	190	Units
TOTAL:	<u>998</u>	

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

TABLE 2: TOTAL CIP COST DETAIL

MASTER INFRASTRUCTURE IMPROVEMENTS	Phase 1	Phase 2	TOTAL
Roadway Improvements	\$3,500,000	\$4,600,000	\$8,100,000
Water and Sewer Improvements	\$2,330,000	\$1,750,000	\$4,080,000
Stormwater Management System	\$2,400,000	\$2,000,000	\$4,400,000
Recreational Improvements	\$3,640,000	\$1,000,000	\$4,640,000
Hardscape (including recreation area and entrance features) and Landscape	\$2,000,000	-	\$2,000,000
Total CIP Construction Costs	\$13,870,000	\$9,350,000	\$23,220,000

NOTE: Infrastructure cost estimates provided by District Engineer.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

TABLE 3: TOTAL CIP COST ALLOCATION

DESCRIPTION	EAU FACTOR	UNITS	TOTAL COSTS	PER UNIT COSTS
Single Family 40'	1.00	103	\$2,396,452.91	\$23,266.53
Single Family 50'	1.00	500	\$11,633,266.53	\$23,266.53
Single Family 60'	1.00	205	\$4,769,639.28	\$23,266.53
Single Family 70'	1.00	190	\$4,420,641.28	\$23,266.53
		998	\$23,220,000	

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

TABLE 4: FINANCING INFORMATION - MAXIMUM BONDS

Maximum Coupon Rate		6.000%
Maximum Annual Debt Service ("MADS")		\$2,170,386
 SOURCES:		
	MAXIMUM PRINCIPAL AMOUNT	<u>\$29,875,000</u> (1)
Total Net Proceeds		\$29,875,000
 USES:		
Construction Account		(\$23,220,000)
Debt Service Reserve Fund		(\$2,170,386)
Capitalized Interest (24 months)		(\$3,585,000)
Costs of Issuance		(\$300,000)
Underwriter's Discount		(\$597,500)
Rounding		<u>(\$2,114)</u>
Total Uses		(\$29,875,000)

(1) The District is not obligated to issue this amount of bonds.

TABLE 5: FINANCING INFORMATION - MAXIMUM ASSESSMENTS

Maximum Interest Rate		6.000%
Aggregate Initial Principal Amount		\$29,875,000
Aggregate Annual Installment		\$2,170,386 (1)
Estimated County Collection Costs	2.00%	\$44,294 (2)
Maximum Early Payment Discounts	4.00%	<u>\$92,278</u> (2)
Estimated Total Annual Installment		\$2,306,958

(1) Based on MADS for the Maximum Bonds.

(2) May vary as provided by law.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
MASTER SPECIAL ASSESSMENT ALLOCATION REPORT**

TABLE 6: ASSESSMENT ALLOCATION - MAXIMUM ASSESSMENTS (1)

PRODUCT	UNITS	PRODUCT TOTAL PRINCIPAL (2)	PER UNIT PRINCIPAL	PRODUCT ANNUAL INSTLMT. (2)(3)	PER UNIT INSTLMT. (3)
Single Family 40'	103	\$3,083,292	\$29,935	\$238,093	\$2,312
Single Family 50'	500	\$14,967,435	\$29,935	\$1,155,791	\$2,312
Single Family 60'	205	\$6,136,648	\$29,935	\$473,874	\$2,312
Single Family 70'	190	\$5,687,625	\$29,935	\$439,200	\$2,312
TOTAL	998	\$29,875,000		\$2,306,958	

(1) Represents maximum assessments based on allocation of the total CIP costs. Actual imposed amounts expected to be significantly lower.
(2) Product total shown for illustrative purposes only and are not fixed per product type.
(3) Includes estimated Clay County collection costs/payment discounts, which may fluctuate.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
MAXIMUM ASSESSMENT LIEN ROLL**

Parcel	Max Principal	Max Annual
*See attached legal description	\$29,875,000.00	\$2,306,958.15
	\$29,875,000.00	\$2,306,958.15

EXHIBIT 2

A PORTION OF THE PLAT OF FLORIDA FARMERS LAND COMPANY SUBDIVISION RECORDED IN MAP BOOK 1, PAGE 49 OF THE CURRENT PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LANDS DESCRIBED BOOK 1945, PAGE 1429 OF THE OFFICIAL RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 739-B (AN 80 FOOT RIGHT-OF-WAY AS CURRENTLY ESTABLISHED);

FROM THE POINT OF BEGINNING THUS DESCRIBED THENCE NORTH 66°20'40" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 758.86 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN BOOK 1862, PAGE 990 OF THE OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 42°38'23" EAST, 197.67 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 47°10'15" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, 569.13 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 739-B; THENCE NORTH 66°20'40" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 259.46 FEET; THENCE NORTH 65°50'01" EAST, 1,420.13 FEET; THENCE SOUTH 23°50'27" EAST, 7.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 7,672.44 FEET, A CHORD BEARING AND DISTANCE OF NORTH 63°02'58" EAST, 179.88 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 41°37'47" EAST, 349.06 FEET; THENCE SOUTH 43°40'16" EAST, 140.37 FEET; THENCE SOUTH 47°05'52" WEST, 353.23 FEET; THENCE SOUTH 42°17'58" EAST, 92.94 FEET; THENCE SOUTH 39°11'35" WEST, 648.77 FEET; THENCE SOUTH 42°41'53" EAST, 385.38 FEET; THENCE NORTH 47°11'24" EAST, 628.50 FEET; THENCE NORTH 47°25'06" EAST, 667.85 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 209 (AN 80 FOOT RIGHT-OF-WAY AS CURRENTLY ESTABLISHED); THENCE THE FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE, SOUTH 42°34'18" EAST, 1901.87 FEET; THENCE SOUTH 42°32'58" EAST, 1,199.83 FEET; THENCE SOUTH 42°34'14" EAST, 3,601.04 FEET; THENCE SOUTH 42°30'44" EAST, 972.96 FEET TO THE NORTHERLY CORNER OF LOT 2, BLOCK 46 OF THE AFOREMENTIONED FLORIDA FARMERS LAND COMPANY SUBDIVISION; THENCE SOUTH 47°07'59" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 AND LOT 11 BLOCK 46, 1304.70 FEET TO THE WESTERLY CORNER OF SAID LOT 11; THENCE SOUTH 42°27'00" EAST ALONG THE SOUTHWESTERLY LINES OF LOTS 9, 10 AND 11 BLOCK 46, 1,993.24 TO THE SOUTHERLY CORNER OF SAID LOT 9; THENCE SOUTH 47°40'43" WEST TO AND ALONG THE SOUTHEASTERLY LINE OF LOTS 4 AND 9, BLOCK 47 AND LOT 4, BLOCK 48, 3,103.40 FEET TO THE SOUTHWESTERLY LINE OF SAID PLAT; THENCE NORTH 39°53'54" WEST ALONG SAID SOUTHWESTERLY PLAT LINE, 9,299.77 FEET TO THE SOUTHERLY CORNER OF LOT 5, BLOCK 18; THENCE NORTH 42°33'44" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 5, 602.10 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN BOOK 1962, PAGE 1282 OF SAID OFFICIAL RECORDS; THENCE THE FOLLOWING COURSES ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID LANDS, NORTH 64°56'17" EAST, 583.25 FEET; THENCE NORTH 16°10'10" WEST, 155.89 FEET; THENCE NORTH 39°42'11" WEST, 400.91 FEET; THENCE NORTH 43°53'05" WEST, 297.66 FEET; THENCE SOUTH 38°35'10" WEST, 59.97 FEET; THENCE NORTH 40°07'09" WEST, 563.34 FEET TO THE MOST EASTERLY CORNER OF AFORMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1945, PAGE 1429; THENCE NORTH 40°11'24" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, 643.74 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 970.12 ACRES, MORE OR LESS.



Rizzetta & Company

Cross Creek North Community Development District

Final Supplemental
Special Assessment Allocation Report
Special Assessment Bonds, Series 2023

July 21, 2023

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I. INTRODUCTION

This Final Supplemental Special Assessment Allocation Report is being presented in anticipation of financing a capital infrastructure project by the Cross Creek North Community Development District, a local unit of special purpose government established pursuant to Chapter 190, Florida Statutes. The District plans to issue Special Assessment Bonds, Series 2023 and has retained Rizzetta & Company, Inc. to prepare a methodology for allocating the special assessments to be levied by the District in connection with the transaction.

II. DEFINED TERMS

“Capital Improvement Plan” – (or “CIP”) The District’s comprehensive plan for constructing and/or acquiring the District-wide system of public infrastructure improvements, all or a portion of which may be funded by the proceeds of District bonds.

“Developer” – DR Horton, Inc. - Jacksonville, a Delaware corporation.

“District” – Cross Creek North Community Development District.

“End User” – The ultimate purchaser of a fully developed residential unit; typically, a resident homeowner.

“Equivalent Assessment Unit” – (or “EAU”) Allocation factor which reflects a quantitative measure of the amount of special benefit conferred by the District’s CIP on a particular land use, relative to other land uses.

“Indentures” – The Master Trust Indenture dated as of December 1, 2018 and the Third Supplemental Trust Indenture dated as of August 1, 2023.

“Master Report” – The Master Special Assessment Allocation Report dated September 11, 2018.

“Maximum Assessments” – The maximum amount of special assessments to be levied against the Series 2023 Assessment Area in relation to the Series 2023 Project.

“Platted Units” – Residential lots configured into their intended end-use and subject to a recorded plat.

“Series 2023 Assessment Area” – The 163 Platted Units in phases 2D-1 and 2F, plus an additional 188 units planned for the district in phases 2D-2, 2E-1, and 2E-2 of the development, and consisting of approximately 456 acres.



“Series 2023 Assessments” – Special assessments as contemplated by Chapters 190, 170, and 197, Florida Statutes, levied to secure repayment of the District’s Series 2023 Bonds.

“Series 2023 Bonds” – \$8,915,000 Cross Creek North Community Development District Special Assessment Bonds, Series 2023.

“Series 2023 Project” – The Phases 2D-2F portion of the CIP, estimated to cost \$10,888,660 and to be partially funded by Series 2023 Bonds.

“True-Up Agreement” – The Agreement to be executed between the District and the Developer, regarding the True-Up and Payment of Series 2023 Assessments.

“Unplatted Parcels” – Undeveloped lands or parcels not yet subject to a recorded plat in their final end-use configuration.

All capitalized terms not defined herein shall retain the meaning ascribed in the Master Report.

III. DISTRICT INFORMATION

The District was established on February 28, 2017, pursuant to Clay County Ordinance No. 2017-10, effective March 3, 2017. On September 11, 2018, the District approved the Master Report, which specifies the allocation methodology to be used for the District’s bond assessments. This report will follow the methodology described in the Master Report for purposes of allocating the Series 2023 Assessments securing the District’s Series 2023 Bonds. This report will also establish a revised master assessment lien for the Series 2023 Assessment Area due to an increase in estimated costs associated with the CIP, and change in the development plan.

The District encompasses approximately 970 acres and is located entirely within Clay County. The current development plan for the Series 2023 Assessment Area of the District includes approximately 456 acres +/- and 351 planned residential units, of which 163 residential units are currently platted.

Table 1 illustrates the District’s current Series 2023 Assessment Area development plan.

IV. SERIES 2023 PROJECT

The Series 2023 Project is the Phases 2D-2F portion of the District’s Capital Improvement Plan and is estimated to cost \$10,888,660, of which a portion will be funded by Series 2023 Bonds in the amount of \$8,131,501.46. The balance of the Series 2023 Project may be funded by the Developer or other funding sources.

For more detailed information regarding the Series 2023 Project see Table 2 and for more information on the entire Capital Improvement Plan, see the Supplemental Engineer’s Report for the Capital Improvements for Series 2023 Project dated April 3, 2023.



V. SERIES 2023 BONDS AND SERIES 2023 ASSESSMENTS

In order to provide for the Series 2023 Project funding described in Section IV above, the District will issue Series 2023 Bonds, which will be secured by the pledged revenues from Series 2023 Assessments. The maximum principal amount to be levied on the Series 2023 Assessment Area is \$12,195,000 with a maximum annual assessment of \$1,032,566. The Maximum Assessments are predicated by the scenario in which the Series 2023 Project is funded entirely with bond proceeds. See tables 3A and 3B for financing information related to the maximum bonds and assessments.

However, it is anticipated that only a portion of the Series 2023 Project will be funded by bond proceeds, with the remaining costs to be funded by the developer or other sources, as described in section IV above. The Series 2023 Assessments will initially be levied in the principal amount of \$8,915,000 and shall be structured in the same manner as the Series 2023 Bonds, so that revenues from the Series 2023 Assessments are sufficient to fulfill the debt service requirements for the Series 2023 Bonds.

The Series 2023 Bonds will be structured as amortizing current-interest bonds, with repayment occurring in substantially equal annual installments of principal and interest. Interest payment dates shall occur every May 1 and November 1 from the date of issuance until final maturity on November 1, 2053. The first scheduled payment of coupon interest will be due on November 1, 2023, although interest will be capitalized through November 1, 2023, with the first installment of principal due on May 1, 2024. The annual principal payment will be due each May 1 thereafter until final maturity, with the maximum annual debt service at \$593,593.76. The general financing terms of the Series 2023 Bonds are summarized on Table 3B.

It is expected that the Series 2023 Assessment installments assigned to Platted Units will be collected via the Clay County property tax bill process (Uniform Method)¹. Accordingly, the Series 2023 Assessments have been adjusted to allow for current county collection costs and the possibility that landowners will avail themselves of early payment discounts. Currently, the aggregate rate for costs and discounts is 6.0%, but this may fluctuate as provided by law.

VI. SERIES 2023 ASSESSMENT ALLOCATION

The District's Master Report contains specific special benefit findings relative to the Maximum Assessments and the District's CIP. As stated therein, the CIP cost per unit and Maximum Assessments were allocated pursuant to an EAU-based methodology. Due to changes in the District's CIP, and overall increase in estimated costs benefited by the Series 2023 Assessment Area, this report establishes updated Maximum Assessments for the Series 2023 Assessment Area using the same EAU-based methodology established in the Master Report. See table 5A for the allocation of Maximum Assessments.

Per Section IV above, the Series 2023 Bonds will fund a portion of the District's Series 2023 Project, which is expected to be constructed in a manner generally proportionate to the construction of improvements for the CIP. Accordingly, it is expected that the improvements



funded by the Series 2023 Bonds will confer benefit on the District's developable parcels within the Series 2023 Assessment Area in a manner generally proportionate to and consistent with the allocation of benefit found in the Master Report. Therefore, it is proper to impose Series 2023 Assessments on the units specified in Table 5B, as well as the District's Final Series 2023 Assessment Roll.

A. Assessment Allocation

The Series 2023 Assessments are expected to ultimately be allocated to the Series 2023 Assessment Area, as shown on Table 5B. The Series 2023 Assessments are allocated based on the EAU methodology as described in the Master Report and as allocated, the Series 2023 Assessments fall within the cost/benefit thresholds, as well as the Maximum Assessment levels, established by the Master Report, and as amended by this report, and are fairly and reasonable allocated amount the different product types.²

B. Assignment of Assessments

The Series 2023 Bonds and Series 2023 Assessments have been sized based on the expectation that the Series 2023 Assessments will be fully absorbed by the 351 Platted Units shown on Table 5B. Some of the lands subject to the Series 2023 Assessments currently consist of Unplatted Parcels. Assessments will initially be levied on these parcels on an equal assessment per-acre basis. At the time parcels are platted or otherwise subdivided into Platted Units, individual proposed Series 2023 Assessments will be assigned to those Platted Units at the per-unit amounts described in Table 5B, thereby reducing the Series 2023 Assessments encumbering the Unplatted Parcels by a corresponding amount. Any unassigned amount of Series 2023 Assessments encumbering the remaining Unplatted Parcels will continue to be calculated and levied on an equal assessment per acre basis.

In the event an Unplatted Parcel is sold to a third party not affiliated with the Developer, Series 2023 Assessments will be assigned to that Unplatted Parcel based on the maximum total number of Platted Units assigned by the Developer to that Unplatted Parcel. The owner of that Unplatted Parcel will be responsible for the total assessments applicable to the Unplatted Parcel, regardless of the total number of Platted Units ultimately actually platted. These total assessments are fixed to the Unplatted Parcel at the time of the sale. If the Unplatted Parcel is subsequently subdivided into smaller parcels, the total assessments initially allocated to the Unplatted Parcel will be re-allocated to the smaller parcels pursuant to the methodology as described herein (i.e., equal assessment per acre until platting).

¹ The ultimate collection procedure is subject to District approval. Nothing herein should be construed as mandating collections that conflict with the terms, privileges, and remedies provided in the Indenture, Florida law, assessment resolutions, and/or other applicable agreements.

² The Series 2023 Assessments are below the maximum assessment level, but higher than the previously levied Series 2018 Assessments. The Developer has or will contribute infrastructure in lieu of assessments in an amount greater than or equal to the difference between the Series 2018 Assessments and the Series 2023 Assessments on behalf of lands within the Series 2018 Assessment Area (as described in the Supplemental Assessment Allocation Report for the Series 2018 Bonds) to ensure that lands with the Series 2018 Assessment Area share in the cost of the District's Capital Improvement Plan in a fair and equitable manner.



In the event that developable lands that derive benefit from the Series 2023 Project are added to the District boundaries, whether by boundary amendment or increase in density, Series 2023 Assessments will be allocated to such lands, pursuant to the methodology described herein.

VII. PREPAYMENT AND TRUE-UP OF SERIES 2023 ASSESSMENTS

The Series 2023 Assessments encumbering a parcel may be prepaid in full at any time, without penalty, together with interest at the rate on the corresponding Series 2023 Bonds to the bond interest payment date that is more than forty-five (45) days next succeeding the date of prepayment. Notwithstanding the preceding provisions, the District does not waive the right to assess penalties which would otherwise be permissible if the parcel being prepaid is subject to an assessment delinquency.

Because this methodology assigns defined, fixed assessments to Platted Units, the District's Series 2023 Assessment program is predicated on the development of units in the manner described in Table 1. However, if a change in development results in the net decrease in the overall principal amount of assessments able to be assigned to the lands described in Table 5B, then a true-up, or principal reduction payment, will be required to cure the deficiency. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), the plat or site plan (either, herein, "Proposed Plat") shall be presented to the District for review pursuant to the terms herein. The District's Manager shall perform a review of the development plan for true-up calculation purposes upon the presentation of a Proposed Plat which, when combined with prior plats includes the lesser of (i) at least 50% of the acres within the Series 2023 Assessment Area, or (ii) at least 50% of the planned units for the Series 2023 Assessment Area. Such review shall be limited solely to the function and the enforcement of the District's assessment liens and/or true-up agreements. Nothing herein shall in any way operate to or be construed as providing any other plat approval or disapproval powers to the District. If such Proposed Plat is consistent with the development plan as identified in Table 1, the District shall allocate the Series 2023 Assessments to the product types being platted and the remaining property in accordance with this Assessment Report and cause the Series 2023 Assessments to be recorded in the District's Improvement Lien Book. Once the Series 2023 Assessments are fully absorbed by Platted Units, any remaining Platted Units and/or lands may be subject to future debt assessments, or the Series 2023 Assessments may be reallocated. However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Series 2023 Assessments able to be assigned to the planned units described in this report, as determined by comparing the debt per acre amounts on the remaining Unplatted Parcels before and after presentation of the Proposed Plat, then the District shall require the Developer of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the shortfall in Series 2023 Assessments resulting from the reduction of planned units, which True-Up Payment shall become due and payable prior to the District's approval of the plat, in addition to the regular Series 2023 Assessment installment payable for lands owned by the Developer for that tax year. For more information on the true-up process, please see the True-Up Agreement.



Similarly, if a reconfiguration of lands would result in the collection of substantial excess Series 2023 Assessment revenue in the aggregate, then the District shall undertake a pro rata reduction of Series 2023 Assessments for all assessed properties.

VIII. ADDITIONAL STIPULATIONS

Certain financing, development and engineering data was provided by members of District staff, the District Underwriter, District Engineer and the Developer. The allocation methodology described herein was based on information provided by those professionals. Rizzetta & Company, Inc. makes no representations regarding said information transactions beyond restatement of the factual information necessary for compilation of this report.

Rizzetta & Company, Inc. does not represent the District as a Municipal Advisor or Securities Broker nor is Rizzetta & Company, Inc., registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, Rizzetta & Company, Inc., does not provide the District with financial advisory services or offer investment advice in any form.



Rizzetta & Company

EXHIBIT A:

FINAL/MAXIMUM ALLOCATION METHODOLOGY



Rizzetta & Company

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINAL SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 1: SERIES 2023 PRELIMINARY DEVELOPMENT PLAN

PRODUCT	EAU	PHASE 2D-1 ⁽¹⁾	PHASE 2D-2	PHASE 2E-1	PHASES 2E-2	PHASE 2F ⁽¹⁾	TOTAL	
Single Family 40'	1.00	22	52	0	26	49	149	Units
Single Family 50'	1.00	28	49	35	26	64	202	Units
	TOTAL:	50	101	35	52	113	351	

⁽¹⁾ The lots in phase 2D-1 and 2F are platted.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINAL SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 2: SERIES 2023 PROJECT COST DETAIL

IMPROVEMENTS	ESTIMATED COSTS
Stormwater Management and Master Earthwork	\$1,770,794
Potable & Reuse Distribution Systems	\$1,458,506
Sanitary Sewer Gravity Mains	\$1,497,404
Roadway & Stormwater Collection System	\$3,404,583
Amenity Expansion	\$2,757,373
Total Construction Costs	<u>\$10,888,660</u>
Series 2023 Project Funded by Series 2023 Bonds	\$8,131,501
Additional Costs Funded by the Developer or Other Sources	\$2,757,159
Total Construction Costs	<u>\$10,888,660</u>

NOTE: Infrastructure cost estimates provided by District Engineer.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINAL SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 3A: FINANCING INFORMATION - SERIES 2023 MAXIMUM BONDS

Maximum Average Coupon Rate		7.50%
Maximum Annual Debt Service ("MADS")		\$1,032,566
 SOURCES:		
MAXIMUM PAR AMOUNT		\$12,195,000 ⁽¹⁾
 USES:		
Project Fund		(\$10,888,660)
Debt Service Reserve Fund (50% of MADS)		(\$516,283)
Capitalized Interest (6 MONTHS)		(\$457,313)
Costs of Issuance		(\$329,450)
Rounding		(\$3,295)
Total Uses		(\$12,195,000)

The District is not obligated to issue this amount of bonds.

TABLE 4A: FINANCING INFORMATION - SERIES 2023 MAXIMUM ASSESSMENTS

Maximum Interest Rate		7.50%
Maximum Principal Amount		\$12,195,000
Maximum Annual Installment		\$1,032,566 ⁽¹⁾
Estimated County Collection Costs	2.00%	\$21,969 ⁽²⁾
Maximum Early Payment Discounts	4.00%	\$43,939 ⁽²⁾
Maximum Total Annual Installment		\$1,098,474

(1) Based on MADS for the Maximum Bonds.

(2) May vary as provided by law.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINAL SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 3B: FINANCING INFORMATION - SERIES 2023 BONDS

Issue Date		August 1, 2023
Final Maturity		November 1, 2053
Principal Installments		30
Average Coupon Rate		5.28%
Maximum Annual Debt Service ("MADS")		\$593,593.76
 SOURCES:		
	PAR AMOUNT	\$8,915,000
	Original Issue Discount	(\$87,654.10)
	NET Proceeds	\$8,827,345.90
 USES:		
	Project Fund	(\$8,131,501.46)
	Debt Service Reserve Fund (50% of MADS)	(\$296,796.88)
	Capitalized Interest (thru 11/1/2023)	(\$115,407.81)
	Underwriter's Discount	(\$121,689.75)
	Costs of Issuance	(\$161,950.00)
	Total Uses	(\$8,827,345.90)

Source: District Underwriter.

TABLE 4B: FINANCING INFORMATION - SERIES 2023 ASSESSMENTS ⁽¹⁾

Interest Rate		5.28%
Initial Principal Amount		\$8,915,000
Aggregate Annual Installment		\$593,593.76
Estimated County Collection Costs	2.00%	\$12,629.65 ⁽²⁾
Maximum Early Payment Discounts	4.00%	\$25,259.31 ⁽²⁾
Total Annual Installment		\$631,482.72

(1) Ultimate collection schedule at the District's discretion.

(2) May vary as provided by law.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 5A: ASSESSMENT ALLOCATION - SERIES 2023 MAXIMUM ASSESSMENTS ⁽¹⁾

PRODUCT	UNITS	EAU	TOTAL EAU'S	PRODUCT TOTAL PRINCIPAL ⁽³⁾	PER UNIT PRINCIPAL	PRODUCT ANNUAL INSTLMT. ⁽²⁾⁽³⁾	PER UNIT INSTLMT. ⁽³⁾
Single Family 40'	149	1.00	149	\$5,176,795	\$34,744	\$466,304	\$3,130
Single Family 50'	202	1.00	202	\$7,018,205	\$34,744	\$632,170	\$3,130
TOTAL	351		351	12,195,000		\$1,098,474	

(1) Represents maximum assessments based on allocation of the total CIP costs. Actual Imposed amounts are significantly lower, see table 5B.
(2) Product total shown for illustrative purposes and are not fixed per product type.
(3) Includes estimated Clay County collection costs/payment discounts, which may fluctuate.

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
FINAL SPECIAL ASSESSMENT ALLOCATION REPORT
SPECIAL ASSESSMENT BONDS, SERIES 2023**

TABLE 5B: ASSESSMENT ALLOCATION - SERIES 2023 ASSESSMENTS ⁽¹⁾

PRODUCT	UNITS ⁽²⁾	EAU	TOTAL EAU'S	PRODUCT TOTAL PRINCIPAL ⁽³⁾	PER UNIT PRINCIPAL	PRODUCT ANNUAL INSTLMT. ⁽³⁾⁽⁴⁾	PER UNIT INSTLMT. ⁽⁴⁾
Single Family 40'	149	1.00	149	\$3,784,430.20	\$25,398.86	\$268,065.32	\$1,799.10
Single Family 50'	202	1.00	202	\$5,130,569.80	\$25,398.86	\$363,417.41	\$1,799.10
TOTAL	351		351	\$8,915,000.00		\$631,482.72	

(1) Allocation of Series 2023 Assessments.
(2) Series 2023 Assessments expected to be absorbed by 351 units. There are 163 lots currently platted in phases 2D-1 and 2F.
(3) Product total shown for illustrative purposes and are not fixed per product type.
(4) Includes estimated Clay County collection costs/payment discounts, which may fluctuate.

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
MAXIMUM SERIES 2023 ASSESSMENT LIEN ROLL**

PARCEL	LEGAL DESCRIPTION	PRODUCT	MAXIMUM SERIES 2023 PRINCIPAL PER UNIT/ACRE	MAXIMUM SERIES 2023 ANNUAL INSTALLMENT PER UNIT/ACRE ⁽¹⁾
46-05-26-010301-008-97	LOT 1114 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-008-98	LOT 1115 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-008-99	LOT 1116 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-01	LOT 1117 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-02	LOT 1118 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-03	LOT 1119 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-04	LOT 1120 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-05	LOT 1121 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-06	LOT 1122 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-07	LOT 1123 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-09	LOT 1125 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-10	LOT 1126 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-11	LOT 1127 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-13	LOT 1129 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-14	LOT 1130 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-17	LOT 1133 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-18	LOT 1134 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-21	LOT 1137 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-22	LOT 1138 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-23	LOT 1139 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-26	LOT 1142 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-27	LOT 1143 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-30	LOT 1146 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-31	LOT 1147 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-34	LOT 1150 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-35	LOT 1151 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-38	LOT 1154 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-39	LOT 1155 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-41	LOT 1157 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-44	LOT 1160 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-45	LOT 1161 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-46	LOT 1162 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-47	LOT 1163 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-48	LOT 1164 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-51	LOT 1167 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-52	LOT 1168 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-55	LOT 1171 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-56	LOT 1172 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-59	LOT 1175 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-60	LOT 1176 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-65	LOT 1181 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-66	LOT 1182 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-69	LOT 1185 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-70	LOT 1186 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-73	LOT 1189 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-74	LOT 1190 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-77	LOT 1193 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-78	LOT 1194 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-81	LOT 1197 CROSS CREEK UNIT 2F AS REC O R 4675 PG 1638	50	\$34,744	\$3,130
46-05-26-010301-009-93	LOT 524 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-009-94	LOT 525 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-009-95	LOT 526 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-009-96	LOT 527 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-009-97	LOT 528 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-009-98	LOT 529 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-009-99	LOT 530 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-00	LOT 531 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-01	LOT 532 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-02	LOT 533 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-03	LOT 534 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-04	LOT 535 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-05	LOT 536 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-06	LOT 537 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-07	LOT 538 CROSS CREEK 2D-1	40	\$34,744	\$3,130

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
MAXIMUM SERIES 2023 ASSESSMENT LIEN ROLL**

PARCEL	LEGAL DESCRIPTION	PRODUCT	MAXIMUM SERIES 2023 PRINCIPAL PER UNIT/ACRE	MAXIMUM SERIES 2023 ANNUAL INSTALLMENT PER UNIT/ACRE ⁽¹⁾
46-05-26-010301-010-08	LOT 539 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-09	LOT 540 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-10	LOT 541 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-11	LOT 542 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-12	LOT 543 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-13	LOT 544 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-14	LOT 545 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-15	LOT 546 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-16	LOT 547 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-17	LOT 548 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-18	LOT 549 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-19	LOT 550 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-20	LOT 551 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-21	LOT 552 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-22	LOT 553 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-23	LOT 554 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-24	LOT 555 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-25	LOT 556 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-26	LOT 557 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-27	LOT 558 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-28	LOT 559 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-29	LOT 560 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-30	LOT 561 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-31	LOT 562 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-32	LOT 563 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-33	LOT 564 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-34	LOT 565 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-35	LOT 566 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-36	LOT 567 CROSS CREEK 2D-1	40	\$34,744	\$3,130
46-05-26-010301-010-37	LOT 568 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-38	LOT 569 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-39	LOT 570 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-40	LOT 571 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-41	LOT 572 CROSS CREEK 2D-1	50	\$34,744	\$3,130
46-05-26-010301-010-42	LOT 573 CROSS CREEK 2D-1	50	\$34,744	\$3,130
UNPLATTED ⁽²⁾	Phases 2D-2, 2E-1, & 2E-2	295.43 acres	\$22,109/acre	\$1,992/acre
TOTAL			\$12,195,000	\$1,098,474

(1) Includes estimated county collection costs/payment discounts, which may fluctuate.

(2) See legal description attached.

**CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
FINAL SERIES 2023 ASSESSMENT LIEN ROLL**

PARCEL	LEGAL DESCRIPTION	PRODUCT	SERIES 2023 PRINCIPAL PER UNIT/ACRE	SERIES 2023 ANNUAL INSTALLMENT PER UNIT/ACRE ⁽¹⁾
46-05-26-010301-010-08	LOT 539 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-09	LOT 540 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-10	LOT 541 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-11	LOT 542 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-12	LOT 543 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-13	LOT 544 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-14	LOT 545 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-15	LOT 546 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-16	LOT 547 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-17	LOT 548 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-18	LOT 549 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-19	LOT 550 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-20	LOT 551 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-21	LOT 552 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-22	LOT 553 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-23	LOT 554 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-24	LOT 555 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-25	LOT 556 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-26	LOT 557 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-27	LOT 558 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-28	LOT 559 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-29	LOT 560 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-30	LOT 561 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-31	LOT 562 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-32	LOT 563 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-33	LOT 564 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-34	LOT 565 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-35	LOT 566 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-36	LOT 567 CROSS CREEK 2D-1	40	\$25,398.86	\$1,799.10
46-05-26-010301-010-37	LOT 568 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-38	LOT 569 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-39	LOT 570 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-40	LOT 571 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-41	LOT 572 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
46-05-26-010301-010-42	LOT 573 CROSS CREEK 2D-1	50	\$25,398.86	\$1,799.10
UNPLATTED ⁽²⁾	Phases 2D-2, 2E-1, & 2E-2	295.43 acres	\$16,163.83/acre	\$1,144.87/acre
TOTAL			\$8,915,000.00	\$631,482.72

(1) Includes estimated county collection costs/payment discounts, which may fluctuate.

(2) See legal description attached.

EXHIBIT 2

A PORTION OF THE PLAT OF FLORIDA FARMERS LAND COMPANY SUBDIVISION RECORDED IN MAP BOOK 1, PAGE 49 OF THE CURRENT PUBLIC RECORDS OF CLAY COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY CORNER OF LANDS DESCRIBED BOOK 1945, PAGE 1429 OF THE OFFICIAL RECORDS OF SAID COUNTY, SAID POINT LYING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 739-B (AN 80 FOOT RIGHT-OF-WAY AS CURRENTLY ESTABLISHED);

FROM THE POINT OF BEGINNING THUS DESCRIBED THENCE NORTH 66°20'40" EAST, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 758.86 FEET TO THE NORTHWEST CORNER OF LANDS DESCRIBED IN BOOK 1862, PAGE 990 OF THE OFFICIAL RECORDS OF SAID COUNTY; THENCE SOUTH 42°38'23" EAST, 197.67 FEET TO THE SOUTHWEST CORNER OF SAID LANDS; THENCE NORTH 47°10'15" EAST, ALONG THE SOUTHERLY LINE OF SAID LANDS, 569.13 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 739-B; THENCE NORTH 66°20'40" EAST, CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, 259.46 FEET; THENCE NORTH 65°50'01" EAST, 1,420.13 FEET; THENCE SOUTH 23°50'27" EAST, 7.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE IN A NORTHEASTERLY DIRECTION, ALONG THE ARC OF A CURVE, SAID CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 7,672.44 FEET, A CHORD BEARING AND DISTANCE OF NORTH 63°02'58" EAST, 179.88 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE, SOUTH 41°37'47" EAST, 349.06 FEET; THENCE SOUTH 43°40'16" EAST, 140.37 FEET; THENCE SOUTH 47°05'52" WEST, 353.23 FEET; THENCE SOUTH 42°17'58" EAST, 92.94 FEET; THENCE SOUTH 39°11'35" WEST, 648.77 FEET; THENCE SOUTH 42°41'53" EAST, 385.38 FEET; THENCE NORTH 47°11'24" EAST, 628.50 FEET; THENCE NORTH 47°25'06" EAST, 667.85 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROAD NO. 209 (AN 80 FOOT RIGHT-OF-WAY AS CURRENTLY ESTABLISHED); THENCE THE FOLLOWING COURSES ALONG SAID RIGHT-OF-WAY LINE, SOUTH 42°34'18" EAST, 1901.87 FEET; THENCE SOUTH 42°32'58" EAST, 1,199.83 FEET; THENCE SOUTH 42°34'14" EAST, 3,601.04 FEET; THENCE SOUTH 42°30'44" EAST, 972.96 FEET TO THE NORTHERLY CORNER OF LOT 2, BLOCK 46 OF THE AFOREMENTIONED FLORIDA FARMERS LAND COMPANY SUBDIVISION; THENCE SOUTH 47°07'59" WEST, ALONG THE NORTHWESTERLY LINE OF SAID LOT 2 AND LOT 11 BLOCK 46, 1304.70 FEET TO THE WESTERLY CORNER OF SAID LOT 11; THENCE SOUTH 42°27'00" EAST ALONG THE SOUTHWESTERLY LINES OF LOTS 9, 10 AND 11 BLOCK 46, 1,993.24 TO THE SOUTHERLY CORNER OF SAID LOT 9; THENCE SOUTH 47°40'43" WEST TO AND ALONG THE SOUTHEASTERLY LINE OF LOTS 4 AND 9, BLOCK 47 AND LOT 4, BLOCK 48, 3,103.40 FEET TO THE SOUTHWESTERLY LINE OF SAID PLAT; THENCE NORTH 39°53'54" WEST ALONG SAID SOUTHWESTERLY PLAT LINE, 9,299.77 FEET TO THE SOUTHERLY CORNER OF LOT 5, BLOCK 18; THENCE NORTH 42°33'44" WEST, ALONG THE SOUTHWESTERLY LINE OF SAID LOT 5, 602.10 FEET TO THE SOUTHERLY LINE OF LANDS DESCRIBED IN BOOK 1962, PAGE 1282 OF SAID OFFICIAL RECORDS; THENCE THE FOLLOWING COURSES ALONG THE SOUTHERLY AND EASTERLY BOUNDARY OF SAID LANDS, NORTH 64°56'17" EAST, 583.25 FEET; THENCE NORTH 16°10'10" WEST, 155.89 FEET; THENCE NORTH 39°42'11" WEST, 400.91 FEET; THENCE NORTH 43°53'05" WEST, 297.66 FEET; THENCE SOUTH 38°35'10" WEST, 59.97 FEET; THENCE NORTH 40°07'09" WEST, 563.34 FEET TO THE MOST EASTERLY CORNER OF AFORMENTIONED LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1945, PAGE 1429; THENCE NORTH 40°11'24" WEST, ALONG THE NORTHEASTERLY LINE OF SAID LANDS, 643.74 FEET TO THE POINT OF BEGINNING.

THE LAND THUS DESCRIBED CONTAINS 970.12 ACRES, MORE OR LESS.

RESOLUTION 2023-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT SETTING FORTH THE SPECIFIC TERMS OF THE DISTRICT'S SPECIAL ASSESSMENT BONDS, SERIES 2023; CONFIRMING THE DISTRICT'S PROVISION OF SERIES 2023 PROJECT; MAKING CERTAIN FINDINGS AND CONFIRMING ENGINEER'S REPORT AND SUPPLEMENTAL ASSESSMENT METHODOLOGY REPORT; CONFIRMING, ALLOCATING AND AUTHORIZING THE COLLECTION OF SPECIAL ASSESSMENTS SECURING THE SERIES 2023 BONDS; PROVIDING FOR THE APPLICATION OF TRUE-UP PAYMENTS; PROVIDING FOR A SUPPLEMENT OF THE IMPROVEMENT LIEN BOOK; PROVIDING FOR THE RECORDING OF A NOTICE OF SERIES 2023 SPECIAL ASSESSMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE

WHEREAS, the Cross Creek North Community Development District ("District"), has previously indicated its intention to undertake, install, establish, construct or acquire certain public improvements and to finance such public improvements through the imposition of special assessments on benefited property within the District and the issuance of bonds; and

WHEREAS, the District's Board of Supervisors ("Board"), has previously adopted, after notice and public hearing, Resolutions 2018-07 and 2023-13, relating to the imposition, levy, collection and enforcement of such special assessments; and

WHEREAS, pursuant to and consistent with the terms of Resolutions 2018-07 and 2023-13, this Resolution shall set forth the terms of bonds actually issued by the District, and apply the adopted special assessment methodology to the actual scope of the project to be completed with a series of bonds and the terms of the bond issue;

WHEREAS, on July 21, 2023, the District entered into a Bond Purchase Contract whereby it agreed to sell \$8,915,000 of its Special Assessment Bonds, Series 2023 ("Series 2023 Bonds"); and

WHEREAS, pursuant to and consistent with Resolutions 2018-07 and 2023-13, the District desires to set forth the particular terms of the sale of the Series 2023 Bonds and to confirm the liens of the levy of special assessments securing the Series 2023 Bonds.

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

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

SECTION 2. AUTHORITY FOR THIS RESOLUTION. This Resolution is adopted pursuant to the provisions of Florida law, including without limitation, Chapters 170, 190 and 197, *Florida Statutes*, and Resolutions 2018-07 and 2023-13.

SECTION 3. MAKING CERTAIN FINDINGS; APPROVING THE ENGINEER’S REPORT AND SUPPLEMENTAL ASSESSMENT REPORT. The Board hereby finds and determines as follows:

(a) The District, after due notice and public hearing, adopted Resolutions 2018-07 and 2023-13 on September 11, 2018 and July 26, 2023 respectively, which, among other things, equalized, approved, confirmed and levied special assessments on property benefiting from the improvements authorized by the District. The Resolutions provide that as each series of bonds is issued to fund all or any portion of the District’s improvements, a supplemental resolution will be adopted to set forth the specific terms of each series of the bonds and certify the amount of the liens of the special assessments securing any portion of the bonds, including interest, cost of issuance, the number of payments due, any true-up amounts and the application of any true-up proceeds.

(b) The *Supplemental Engineer’s Report for the Capital Improvements for Series 2023 Project*, dated April 3, 2023 and revised July 21, 2023 (“Engineer’s Report” or “Improvement Plan”), attached to this Resolution as **Exhibit A**, identifies and describes the presently expected components of the infrastructure improvements for the project to be financed all or in part with the Series 2023 Bonds (“Improvements”), and the estimated costs of the Improvements, also referred to as Series 2023 Project (“Series 2023 Project”), as \$10,888,660. The District hereby confirms that the Series 2023 Project serves a proper, essential and valid public purpose. The Engineer’s Report is hereby approved, adopted, and confirmed. The District ratifies its use in connection with the sale of the Series 2023 Bonds.

(c) The *Final Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2023*, dated July 21, 2023, attached to this Resolution as **Exhibit B** (“Supplemental Assessment Report”), applies the *Master Special Assessment Allocation Report*, dated September 11, 2018 (“Master Assessment Report”), for the District to the Improvements and the actual terms of the Series 2023 Bonds. The Supplemental Assessment Report is hereby approved, adopted and confirmed. The District ratifies its use in connection with the sale of the Series 2023 Bonds.

(d) The Series 2023 Project will specially benefit a portion of certain property within the District (“Series 2023 Assessment Area”), a legal description of which is attached hereto as **Exhibit C**. It is reasonable, proper, just and right to assess the costs of the Series 2023 Project financed with the Series 2023 Bonds to the specially-benefited properties within the District as set forth in Resolution 2018-07, and this Resolution.

SECTION 4. CONFIRMATION OF MAXIMUM ASSESSMENT LIEN FOR SERIES 2023 BONDS. As provided in Resolutions 2018-07 and 2023-13, these Resolutions are intended to set forth the terms of the Series 2023 Bonds and the final amount of the lien of the special assessments securing those bonds. The Series 2023 Bonds, in a par amount of \$8,915,000, shall bear such rates of interest and maturity as shown on **Exhibit D** attached hereto. The final payment on the Series 2023 Bonds shall be due on November 1, 2053. The estimated sources and uses of funds of the Series 2023

Bonds shall be as set forth in **Exhibit E**. The debt service due on the Series 2023 Bonds is set forth on **Exhibit F** attached hereto. The lien of the special assessments securing the Series 2023 Bonds on the Series 2023 Assessment Area shall be the principal amount due on the Series 2023 Bonds, together with accrued but unpaid interest thereon, and together with the amount by which annual assessments are grossed up to include early payment discounts required by law and costs of collection. The Series 2023 Bonds are secured solely by the lien against the Series 2023 Assessment Area.

SECTION 5. ALLOCATION OF ASSESSMENTS SECURING SERIES 2023 BONDS.

(a) The special assessments for the Series 2023 Bonds (“Series 2023 Assessments”), shall be allocated in accordance with **Exhibit B**, which allocation shall initially be on an acreage basis and further allocated as lands are platted. The Supplemental Assessment Report is consistent with the Master Assessment Report. The Supplemental Assessment Report, considered herein, reflects the actual terms of the issuance of the Series 2023 Bonds. The estimated costs of collection of the Series 2023 Assessments for the Series 2023 Bonds are as set forth in the Supplemental Assessment Report.

(b) The lien of the Series 2023 Assessments includes all property within the Series 2023 Assessment Area, and as such land is ultimately defined and set forth in any plats, certificates of occupancy or other designations of developable acreage. It is intended that as lots are platted, the Series 2023 Assessments will be assigned to the 351 platted lots located within the Series 2023 Assessment Area of the Improvement Plan.

(c) Taking into account capitalized interest and earnings on certain funds and accounts as set forth in the *Master Trust Indenture* dated as of December 1, 2018, and *Third Supplemental Trust Indenture*, dated as of August 1, 2023, the District shall begin annual collection of the Series 2023 Assessments using the methods available to it by law. Debt service payments and semi-annual installments of interest are reflected on **Exhibit F**.

(d) The District hereby certifies the Series 2023 Assessments for collection and directs staff to take all actions necessary to meet the time and other deadlines imposed by Clay County and Florida law for collection. The District Manager shall prepare or cause to be prepared each year an assessment roll for purposes of effecting the collection of the Series 2023 Assessments and present same to the Board as required by law. The District Manager is further directed and authorized to take all actions necessary to collect the Series 2023 Assessments on property using methods available to the District authorized by Florida law in order to provide for the timely payment of debt service.

SECTION 6. APPROVAL OF TRUE-UP PROCESS AND APPLICATION OF TRUE-UP PAYMENTS. Pursuant to Resolutions 2018-07 and 2023-13, there may be required from time to time certain true-up payments. As parcels of land are included in a plat or certificate of occupancy, the Series 2023 Assessments shall be allocated as set forth in Resolutions 2018-07 and 2023-13, this Resolution, and the Supplemental Assessment Report, including, without limitation, the application of the true-up process set forth in the Supplemental Assessment Report. The District shall apply all true-up payments related to the Series 2023 Bonds only to the credit of the Series

2023 Bonds. All true-up payments, as well as all other prepayments of Series 2023 Assessments, shall be deposited into the accounts specified in the *Third Supplemental Trust Indenture* governing the Series 2023 Bonds.

SECTION 7. IMPROVEMENT LIEN BOOK. Immediately following the adoption of this Resolution, the special assessments as reflected herein shall be recorded by the Secretary of the Board in the District's Improvement Lien Book. The Series 2023 Assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be coequal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all other liens, titles, and claims.

SECTION 8. OTHER PROVISIONS REMAIN IN EFFECT. This Resolution is intended to supplement Resolution 2018-07, which remains in full force and effect. This Resolution and Resolutions 2018-07 and 2023-13, shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

SECTION 9. ASSESSMENT NOTICE. The District's Secretary is hereby directed to record a Notice of Series 2023 Special Assessments in the Official Records of Clay County, Florida, or such other instrument evidencing the actions taken by the District.

SECTION 10. SEVERABILITY. If any section or part of a section of this Resolution be declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

SECTION 11. EFFECTIVE DATE. This Resolution shall become effective upon its adoption.

[Remainder of this page left intentionally blank]

APPROVED and **ADOPTED** this 26th day of July 2023.

ATTEST:

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

- Exhibit A:** *Supplemental Engineer's Report for the Capital Improvements for Series 2023 Project*
- Exhibit B:** *Final Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2023, dated July 21, 2023*
- Exhibit C:** Legal Description of Series 2023 Assessment Area
- Exhibit D:** Maturities and Coupons of Series 2023 Bonds
- Exhibit E:** Sources and Uses of Funds for Series 2023 Bonds
- Exhibit F:** Annual Debt Service Payment Due on Series 2023 Bonds

EXHIBIT A

Supplemental Engineer's Report for the Capital Improvements for Series 2023 Project

EXHIBIT B

*Final Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series
2023, dated July 21, 2023*

EXHIBIT C

Legal Description of Series 2023 Assessment Area

Phase 2D-2

A portion of Florida Farmer's Land Company's Subdivision, as recorded in Plat Book 1, page 49, of the Public Records of Clay County, Florida, lying within Section 46 of the Moses E. Levy Grant, Township 5 South, Range 26 East, of said county, also being a portion of those lands described and recorded in Official Records Book 2843, page 583, of said Public Records, being more particularly described as follows:

For a Point of Beginning, commence at the Southwesterly corner of Lot 852, as depicted on Cross Creek Unit 2C, recorded in Plat Book 67, pages 1 through 11, of said Public Records; thence South 72°20'19" East, along the boundary line of said Cross Creek Unit 2C, a distance of 174.40 feet; thence South 37°17'08" West, continuing along said boundary line, 218.89 feet to a point lying on the Northerly line of Tract "C", as depicted on Cross Creek Unit 2B-1, recorded in Plat Book 66, pages 1 through 10, of said Public Records; thence along said Northerly line the following 5 courses: Course 1, thence Westerly along the arc of a non-tangent curve concave Southerly having a radius of 75.00 feet, through a central angle of 60°51'28", an arc length of 79.66 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 83°08'35" West, 75.97 feet; Course 2, thence Westerly along the arc of a curve concave Northerly having a radius of 275.00 feet, through a central angle of 41°14'00", an arc length of 197.91 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 87°02'41" West, 193.66 feet; Course 3, thence North 72°20'19" West, 6.81 feet to the point of curvature of a curve concave Northeasterly having a radius of 650.00 feet; Course 4, thence Northwesterly along the arc of said curve, through a central angle of 13°19'51", an arc length of 151.23 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 65°40'24" West, 150.89 feet; Course 5, thence Westerly along the arc of a curve concave Southerly having a radius of 50.00 feet, through a central angle of 70°25'50", an arc length of 61.46 feet to the Easterly most corner of Cross Creek Unit 2A, as recorded in Plat Book 64, pages 55 through 63, of said Public Records, said arc being subtended by a chord bearing and distance of South 85°46'37" West, 57.67 feet; thence Northwesterly along the boundary line of said Cross Creek Unit 2A the following 9 courses: Course 1, thence North 37°58'13" West, along a non-tangent line, 209.72 feet; Course 2, thence North 40°50'36" West, 123.83 feet; Course 3, thence North 51°55'58" West, 120.00 feet; Course 4, thence South 38°04'02" West, 12.30 feet to the point of curvature of a curve concave Northwesterly having a radius of 330.00 feet; Course 5, thence Southwesterly along the arc of said curve, through a central angle of 13°08'14", an arc length of 75.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 44°38'09" West, 75.50 feet; Course 6, thence North 38°47'44" West, along a non-tangent line, 60.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 270.00 feet; Course 7, thence Southwesterly along the arc of said curve, through a central angle of 05°53'27", an arc length of 27.76 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 54°09'00" West, 27.75 feet; Course 8, thence North 32°54'17" West, along a non-tangent line, 125.67 feet; Course 9, thence North 44°59'02" West, 420.95 feet to the Northeasterly corner of Tract "E", as depicted on said Cross Creek Unit 2A; thence North 14°30'36" West, along the Easterly line of said Tract "E" and along the boundary line of Cross Creek Unit 2B-2, as recorded in Plat Book 67, pages 53 through 61, of said Public Records, 291.56 feet; thence continue along said boundary line the following 2 courses: Course 1, thence North 23°07'30" East, 91.35 feet; Course 2, thence North 51°50'04" East, 660.00 feet to a point lying on the boundary line of said Cross Creek Unit 2C; thence along said boundary line the following 24 courses: Course 1, thence South 38°09'56" East, 75.88 feet; Course 2, thence South 45°17'26" East, 80.62 feet; Course 3, thence South 38°09'56" East, 290.00 feet; Course 4, thence North 51°50'04" East, 95.00 feet; Course 5, thence South 38°08'22" East, 60.00 feet; Course 6, thence South 51°50'04" West, 94.33 feet; Course 7, thence South 36°25'33" East, 65.66 feet; Course 8, thence South 33°03'29" East, 56.67 feet; Course 9, thence South 30°39'37" East, 220.80 feet; Course 10, thence South 43°51'45" East, 167.62 feet to a point on a non-tangent curve concave Easterly having a radius of 50.00 feet; Course 11, thence Southerly along the arc of said curve, through a central angle of 76°26'51", an arc length of 66.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 07°33'48" West, 61.87 feet; Course 12, thence South 30°39'37" East, 8.20 feet; Course 13, thence South 59°20'23" West, 120.00 feet; Course 14, thence South 30°39'37" East, 35.47 feet; Course 15, thence South 59°20'23" West, 183.31 feet; Course 16, thence South 36°44'34" East, 17.12 feet; Course 17, thence South 33°54'58" East, 44.07 feet; Course 18, thence South 38°40'13" East, 51.12 feet; Course 19, thence South 47°18'36" East, 84.68 feet; Course 20, thence South 62°24'38" East, 77.45 feet; Course 21, thence South 72°20'19" East, 128.56 feet; Course 22, thence North 17°39'41" East, 95.00 feet; Course 23, thence South 72°20'19" East, 60.00 feet; Course 24, thence South 17°39'41" West, 108.56 feet to the Point of Beginning.

Containing 24.09 acres, more or less.

Phase 2E-1

A portion of Florida Farmer's Land Company's Subdivision, as recorded in Plat Book 1, page 49, also being a portion of those lands described and recorded in Official Records Book 2843, page 583, both of the Public Records of Clay County, Florida, lying within Section 46 of the Moses E. Levy Grant, Township 5 South, Range 26 East, being more particularly described as follows:

For a Point of Beginning, commence at the Northerly most corner of Tract "B", as depicted on Cross Creek Unit 2B-2, recorded in Plat Book 67, pages 53 through 61, of said Public Records, said corner lying on the Northeasterly line of Cross Creek Unit 1C, as recorded in Plat Book 64, pages 1 through 11, of said Public Records; thence North 36°39'34" West, along said Northeasterly line, 851.97 feet; thence North 81°42'05" East, departing said Northeasterly line, 1638.73 feet to a point lying on the Westerly line of said Cross Creek Unit 2B-2; thence along said Westerly line the following 27 courses: Course 1, thence South 08°17'55" East, 148.23 feet; Course 2, thence South 81°42'05" West, 20.00 feet; Course 3, thence South 42°35'02" West, 47.68 feet; Course 4, thence South 66°29'23" West, 46.11 feet; Course 5, thence South 78°23'27" West, 28.51 feet; Course 6, thence South 07°04'41" East, 70.68 feet; Course 7, thence South 05°00'29" West, 135.51 feet; Course 8, thence South 84°59'31" East, 116.13 feet; Course 9, thence South 05°00'29" West, 60.00 feet; Course 10, thence North 84°59'31" West, 117.83 feet; Course 11, thence South 05°00'29" West, 133.87 feet to a point on a non-tangent curve concave Southerly having a radius of 50.00 feet; Course 12, thence Westerly along the arc of said curve, through a central angle of 23°04'24", an arc length of 20.14 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 74°01'53" West, 20.00 feet; Course 13, thence Westerly along the arc of a curve concave Southerly having a radius of 1340.00 feet, through a central angle of 03°33'10", an arc length of 83.09 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 87°20'40" West, 83.08 feet; Course 14, thence North 89°07'15" West, 53.55 feet to the point of curvature of a curve concave Southeasterly having a radius of 50.00 feet; Course 15, thence Southwesterly along the arc of said curve, through a central angle of 99°52'07", an arc length of 87.15 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 40°36'42" West, 76.53 feet; Course 16, thence South 08°59'22" East, 22.20 feet to the point of curvature of a curve concave Northeasterly having a radius of 190.00 feet; Course 17, thence Southeasterly along the arc of said curve, through a central angle of 29°10'34", an arc length of 96.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 23°34'39" East, 95.71 feet; Course 18, thence South 38°09'56" East, 177.69 feet to the point of curvature of a curve concave Northeasterly having a radius of 50.00 feet; Course 19, thence Southeasterly along the arc of said curve, through a central angle of 55°00'29", an arc length of 48.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 65°40'10" East, 46.18 feet; Course 20, thence South 03°10'25" East, along a non-tangent line, 11.03 feet; Course 21, thence South 51°50'04" West, 145.00 feet; Course 22, thence South 38°09'56" East, 105.00 feet; Course 23, thence South 51°50'04" West, 60.00 feet; Course 24, thence North 38°09'56" West, 105.00 feet; Course 25, thence South 51°50'04" West, 130.00 feet; Course 26, thence North 76°39'12" West, 45.21 feet; Course 27, thence North 72°15'20" West, 700.61 feet to the Point of Beginning.

Containing 25.67 acres, more or less.

Phase 2E-2

A portion of Florida Farmer's Land Company's Subdivision, as recorded in Plat Book 1, page 49, also being a portion of those lands described and recorded in Official Records Book 2843, page 583, both of the Public Records of Clay County, Florida, lying within Section 46 of the Moses E. Levy Grant, Township 5 South, Range 26 East, being more particularly described as follows:

For a Point of Beginning, commence at the Southerly most corner of Tract "A", as depicted on Cross Creek Unit 2F, recorded in Plat Book 68, pages 41 through 48, of said Public Records, thence Easterly along the Southerly line of said Tract "A" the following 3 courses: Course 1, thence North 53°00'26" East, 1054.12 feet; Course 2, thence South 68°59'21" East, 535.34 feet; Course 3, thence North 79°11'17" East, 811.64 feet to the Southeasterly corner thereof, said corner lying on the Westerly line of Cross Creek Unit 2B-2, as recorded in Plat Book 67, pages 53 through 61, of said Public Records; thence Southerly along said Westerly line the following 14 courses: Course 1, thence Southerly departing said Southerly line and along the arc of a non-tangent curve concave Easterly having a radius of 380.00 feet, through a central angle of 45°19'40", an arc length of 300.63 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 02°32'31" West, 292.85 feet; Course 2, thence Southerly along the arc of a curve concave Westerly having a radius of 1470.00 feet, through a central angle of 00°12'58", an arc length of 5.54 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 20°00'50" East, 5.54 feet; Course 3, thence South 70°05'39" West, along a non-tangent line, 123.94 feet; Course 4, thence South 47°31'39" West, 98.76 feet; Course 5, thence South 42°28'21" East, 148.08 feet; Course 6, thence South 08°17'55" East, 243.43 feet; Course 7, thence North 81°42'05" East, 90.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet; Course 8, thence Southeasterly along the arc of said curve, through a central angle of 62°04'33", an arc length of 54.17 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 67°15'39" East, 51.56 feet; Course 9, thence North 81°42'05" East, along a non-tangent line, 15.82 feet; Course 10, thence South 08°17'55" East, 207.00 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet; Course 11, thence Southwesterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 36°42'05" West, 35.36 feet; Course 12, thence South 08°17'55" East, along a non-tangent line, 60.00 feet to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet; Course 13, thence Southeasterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 53°17'55" East, 35.36 feet; Course 14, thence South 08°17'55" East, 182.72 feet; thence South 81°42'05" West, departing said Westerly line, 1638.73 feet to a point lying on the Northeasterly line of Cross Creek Unit 1C, as recorded in Plat Book 64, pages 1 through 11, of said Public Records; thence North 36°59'34" West, along said Northeasterly line, 1124.10 feet to the Point of Beginning.

Containing 55.42 acres, more or less.

Phase 2D-1

Lots 524 – 573 of Cross Creek Unit 2D-1 as recorded in Plat Book 70, Page 18 of Clay County, Florida.

Phase 2F

Lots 1088 – 1200 of Cross Creek Unit F as recorded in Plat Book 68, Page 41 of Clay County, Florida.

EXHIBIT D

Maturities and Coupons of Series 2023 Bonds

BOND PRICING

Cross Creek North Community Development District Special Assessment Bonds, Series 2023

Bond Component	Maturity Date	Amount	Rate	Yield	Price
Term 1:	05/01/2030	1,070,000	4.500%	4.500%	100.000
Term 2:	05/01/2043	3,275,000	5.125%	5.200%	99.072
Term 3:	05/01/2053	4,570,000	5.375%	5.460%	98.747
		8,915,000			

Dated Date	08/01/2023	
Delivery Date	08/01/2023	
First Coupon	11/01/2023	
Par Amount	8,915,000.00	
Original Issue Discount	-87,654.10	
Production	8,827,345.90	99.016780%
Underwriter's Discount	-121,689.75	-1.365000%
Purchase Price	8,705,656.15	97.651780%
Accrued Interest		
Net Proceeds	8,705,656.15	

EXHIBIT E

Sources and Uses of Funds for Series 2023 Bonds

SOURCES AND USES OF FUNDS

Cross Creek North Community Development District Special Assessment Bonds, Series 2023

Sources:

Bond Proceeds:	
Par Amount	8,915,000.00
Original Issue Discount	-87,654.10
	<hr/>
	8,827,345.90

Uses:

Other Fund Deposits:	
Debt Service Reserve Fund (50% MADS)	296,796.88
Capitalized Interest Fund (thru 11/1/23)	<hr/> 115,407.81
	412,204.69
Delivery Date Expenses:	
Cost of Issuance	161,950.00
Underwriter's Discount	<hr/> 121,689.75
	283,639.75
Other Uses of Funds:	
Construction Fund	8,131,501.46
	<hr/>
	8,827,345.90

EXHIBIT F

Annual Debt Service Payment Due on Series 2023 Bonds

BOND DEBT SERVICE

Cross Creek North Community Development District
Special Assessment Bonds, Series 2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2023			115,407.81	115,407.81	115,407.81
05/01/2024	135,000	4.500%	230,815.63	365,815.63	
11/01/2024			227,778.13	227,778.13	593,593.76
05/01/2025	140,000	4.500%	227,778.13	367,778.13	
11/01/2025			224,628.13	224,628.13	592,406.26
05/01/2026	145,000	4.500%	224,628.13	369,628.13	
11/01/2026			221,365.63	221,365.63	590,993.76
05/01/2027	150,000	4.500%	221,365.63	371,365.63	
11/01/2027			217,990.63	217,990.63	589,356.26
05/01/2028	160,000	4.500%	217,990.63	377,990.63	
11/01/2028			214,390.63	214,390.63	592,381.26
05/01/2029	165,000	4.500%	214,390.63	379,390.63	
11/01/2029			210,678.13	210,678.13	590,068.76
05/01/2030	175,000	4.500%	210,678.13	385,678.13	
11/01/2030			206,740.63	206,740.63	592,418.76
05/01/2031	180,000	5.125%	206,740.63	386,740.63	
11/01/2031			202,128.13	202,128.13	588,868.76
05/01/2032	190,000	5.125%	202,128.13	392,128.13	
11/01/2032			197,259.38	197,259.38	589,387.51
05/01/2033	200,000	5.125%	197,259.38	397,259.38	
11/01/2033			192,134.38	192,134.38	589,393.76
05/01/2034	210,000	5.125%	192,134.38	402,134.38	
11/01/2034			186,753.13	186,753.13	588,887.51
05/01/2035	225,000	5.125%	186,753.13	411,753.13	
11/01/2035			180,987.50	180,987.50	592,740.63
05/01/2036	235,000	5.125%	180,987.50	415,987.50	
11/01/2036			174,965.63	174,965.63	590,953.13
05/01/2037	250,000	5.125%	174,965.63	424,965.63	
11/01/2037			168,559.38	168,559.38	593,525.01
05/01/2038	260,000	5.125%	168,559.38	428,559.38	
11/01/2038			161,896.88	161,896.88	590,456.26
05/01/2039	275,000	5.125%	161,896.88	436,896.88	
11/01/2039			154,850.00	154,850.00	591,746.88
05/01/2040	290,000	5.125%	154,850.00	444,850.00	
11/01/2040			147,418.75	147,418.75	592,268.75
05/01/2041	305,000	5.125%	147,418.75	452,418.75	
11/01/2041			139,603.13	139,603.13	592,021.88
05/01/2042	320,000	5.125%	139,603.13	459,603.13	
11/01/2042			131,403.13	131,403.13	591,006.26
05/01/2043	335,000	5.125%	131,403.13	466,403.13	
11/01/2043			122,818.75	122,818.75	589,221.88
05/01/2044	355,000	5.375%	122,818.75	477,818.75	
11/01/2044			113,278.13	113,278.13	591,096.88
05/01/2045	375,000	5.375%	113,278.13	488,278.13	
11/01/2045			103,200.00	103,200.00	591,478.13
05/01/2046	395,000	5.375%	103,200.00	498,200.00	
11/01/2046			92,584.38	92,584.38	590,784.38
05/01/2047	415,000	5.375%	92,584.38	507,584.38	
11/01/2047			81,431.25	81,431.25	589,015.63
05/01/2048	440,000	5.375%	81,431.25	521,431.25	
11/01/2048			69,606.25	69,606.25	591,037.50
05/01/2049	465,000	5.375%	69,606.25	534,606.25	
11/01/2049			57,109.38	57,109.38	591,715.63
05/01/2050	490,000	5.375%	57,109.38	547,109.38	
11/01/2050			43,940.63	43,940.63	591,050.01

BOND DEBT SERVICE

Cross Creek North Community Development District
Special Assessment Bonds, Series 2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
05/01/2051	515,000	5.375%	43,940.63	558,940.63	
11/01/2051			30,100.00	30,100.00	589,040.63
05/01/2052	545,000	5.375%	30,100.00	575,100.00	
11/01/2052			15,453.13	15,453.13	590,553.13
05/01/2053	575,000	5.375%	15,453.13	590,453.13	
11/01/2053					590,453.13
	8,915,000		8,928,329.90	17,843,329.90	17,843,329.90

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Katie S. Buchanan, Esq.
Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301

**DECLARATION OF CONSENT TO JURISDICTION OF
CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT
AND TO IMPOSITION OF SPECIAL ASSESSMENTS**

D.R. HORTON, INC. – JACKSONVILLE, a Delaware corporation (“Landowner”), is the owner of those lands described in **Exhibit A** attached hereto (“Property”) located within the boundaries of Cross Creek North Community Development District (“District”). The Landowner, intending that it and its respective successors in interest and assigns shall be legally bound by this Declaration, hereby declares, acknowledges, and agrees as follows:

1. The Landowner acknowledges that the District is, and has been at all times, on and after March 3, 2017, a legally created, duly organized, and validly existing community development district under the provisions of Chapter 190, *Florida Statutes*, as amended (“Act”). Without limiting the generality of the foregoing, the Landowner acknowledges that: (a) the petition filed with the Board of County Commissioners in and for Clay County, Florida (“County”), relating to the creation of the District contained all matters required by the Act to be contained therein and was filed in the manner and by the persons required by the Act; (b) Ordinance No. 2017-10, effective as of March 3, 2017, was duly and properly adopted by the County in compliance with all applicable requirements of law; (c) the members of the Board of Supervisors of the District (“Board”) were duly and properly designated pursuant to the Act to serve in their capacities and had the authority and right to authorize, approve and undertake all actions of the District approved and undertaken from March 3, 2017, to and including the date of this Declaration.

2. The Landowner, for itself and its successors and assigns, hereby confirms and agrees, that the special assessments imposed by Resolution Nos. 2017-24, 2017-25, 2018-06, and 2023-11, 2023-13 and 2023-14 (collectively, “2023 Assessment Resolutions”), duly adopted by the Board, and all proceedings undertaken by the District with respect thereto have been in accordance with applicable Florida law, that the District has taken all action necessary to levy and impose the special assessments, and the special assessments are legal, valid and binding first liens upon the Property co-equal with the lien of all state, county, district and municipal taxes, superior in dignity to all other liens, titles and claims, until paid.

3. The Landowner, for itself and its successors and assigns, hereby waives the right granted in Section 170.09, *Florida Statutes*, and rights provided in the 2023 Assessment Resolutions, to prepay the special assessments without interest within thirty (30) days after the improvements set forth in the *Supplemental Engineer’s Report for the Capital Improvements for*

the Series 2023 Project dated April 3, 2023, and revised July 13, 2023 (“Supplemental Engineer’s Report” and together with the Master Engineer’s Report¹, the “2023 Engineer’s Report”) are completed, in consideration of the rights granted by the District to prepay the special assessments in full or in part at any time, but with interest, under the circumstances set forth in the 2023 Assessment Resolutions.

4. The Landowner hereby expressly (i) acknowledges that the special assessments, the 2023 Assessment Resolutions, and the terms of the financing documents related to the District’s issuance of the \$8,915,000 Cross Creek North Community Development District Special Assessment Bonds, Series 2023 (“2023 Bonds”) securing payment thereof and all other documents and certifications relating to the issuance of the 2023 Bonds (collectively, “Financing Documents”) are valid and binding obligations enforceable in accordance with their terms; (ii) acknowledges, represents and agrees that the Landowner has no claims or offsets whatsoever against, or defenses or counterclaims whatsoever to, payments of the special assessments or claims of invalidity, deficiency or unenforceability of the special assessments and Financing Documents (and the Landowner hereby expressly waives any such claims, offsets, defenses or counterclaims); (iii) waives and relinquishes any argument, claim or defense that foreclosure proceedings cannot be commenced until one (1) year after the date of the Landowner’s default and agrees that, immediate use of remedies in Chapter 170, *Florida Statutes*, is an appropriate and available remedy, notwithstanding the provisions of Section 190.026, *Florida Statutes*; and (iv) acknowledges and agrees that, to the extent the Landowner fails to timely pay any special assessments collected by mailed notice of the District, such unpaid special assessments and future special assessments may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year, or may be foreclosed on pursuant to Chapters 170 and 190, *Florida Statutes*.

5. This Declaration shall represent a lien of record for purposes of Chapter 197, *Florida Statutes*, including, without limitation, Section 197.573, *Florida Statutes*. Other information regarding the special assessments is available from the District Manager (Rizzetta & Company, Inc.), 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614, Ph: (904) 436-6270.

THE DECLARATIONS, ACKNOWLEDGEMENTS AND AGREEMENTS CONTAINED HEREIN SHALL BE BINDING ON THE LANDOWNER AND ON ALL PERSONS (INCLUDING CORPORATIONS, ASSOCIATIONS, TRUSTS AND OTHER LEGAL ENTITIES) TAKING TITLE TO ALL OR ANY PART OF THE PROPERTY, AND THEIR SUCCESSORS IN INTEREST, WHETHER OR NOT THE PROPERTY IS PLATTED AT SUCH TIME. BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE DEEMED TO HAVE CONSENTED AND AGREED TO THE PROVISIONS OF THIS DECLARATION TO THE SAME EXTENT AS IF THEY HAD EXECUTED IT AND BY TAKING SUCH TITLE, SUCH PERSONS SHALL BE ESTOPPED FROM CONTESTING, IN COURT OR OTHERWISE, THE VALIDITY, LEGALITY AND ENFORCEABILITY OF THIS DECLARATION.

¹ The District previously adopted the *Preliminary Engineer’s Report*, dated March 21, 2017 (“Master Engineer’s Report”). The Master Engineer’s Report should be read in conjunction with the Supplemental Engineer’s Report.

[Remainder of this page intentionally left blank]

Effective the ___ day of _____, 2023.

Witnesses:

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

Name: _____

Philip A. Fremento,
Vice President

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2023, by Philip A. Fremento, as Vice President of D.R. Horton, Inc. - Jacksonville, a Delaware corporation, on behalf of the company. He/She is ___ personally known to me or ___ produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of
Notary Public)

Exhibit A

Legal Description of Series 2023 Assessment Area

Phase 2D-2

A portion of Florida Farmer's Land Company's Subdivision, as recorded in Plat Book 1, page 49, of the Public Records of Clay County, Florida, lying within Section 46 of the Moses E. Levy Grant, Township 5 South, Range 26 East, of said county, also being a portion of those lands described and recorded in Official Records Book 2843, page 583, of said Public Records, being more particularly described as follows:

For a Point of Beginning, commence at the Southwesterly corner of Lot 852, as depicted on Cross Creek Unit 2C, recorded in Plat Book 67, pages 1 through 11, of said Public Records; thence South 72°20'19" East, along the boundary line of said Cross Creek Unit 2C, a distance of 174.40 feet; thence South 37°17'08" West, continuing along said boundary line, 218.89 feet to a point lying on the Northerly line of Tract "C", as depicted on Cross Creek Unit 2B-1, recorded in Plat Book 66, pages 1 through 10, of said Public Records; thence along said Northerly line the following 5 courses: Course 1, thence Westerly along the arc of a non-tangent curve concave Southerly having a radius of 75.00 feet, through a central angle of 60°51'28", an arc length of 79.66 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 83°08'35" West, 75.97 feet; Course 2, thence Westerly along the arc of a curve concave Northerly having a radius of 275.00 feet, through a central angle of 41°14'00", an arc length of 197.91 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 87°02'41" West, 193.66 feet; Course 3, thence North 72°20'19" West, 6.81 feet to the point of curvature of a curve concave Northeasterly having a radius of 650.00 feet; Course 4, thence Northwesterly along the arc of said curve, through a central angle of 13°19'51", an arc length of 151.23 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 65°40'24" West, 150.89 feet; Course 5, thence Westerly along the arc of a curve concave Southerly having a radius of 50.00 feet, through a central angle of 70°25'50", an arc length of 61.46 feet to the Easterly most corner of Cross Creek Unit 2A, as recorded in Plat Book 64, pages 55 through 63, of said Public Records, said arc being subtended by a chord bearing and distance of South 85°46'37" West, 57.67 feet; thence Northwesterly along the boundary line of said Cross Creek Unit 2A the following 9 courses: Course 1, thence North 37°58'13" West, along a non-tangent line, 209.72 feet; Course 2, thence North 40°50'36" West, 123.83 feet; Course 3, thence North 51°55'58" West, 120.00 feet; Course 4, thence South 38°04'02" West, 12.30 feet to the point of curvature of a curve concave Northwesterly having a radius of 330.00 feet; Course 5, thence Southwesterly along the arc of said curve, through a central angle of 13°08'14", an arc length of 75.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 44°38'09" West, 75.50 feet; Course 6, thence North 38°47'44" West, along a non-tangent line, 60.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 270.00 feet; Course 7, thence Southwesterly along the arc of said curve, through a central angle of 05°53'27", an arc length of 27.76 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 54°09'00" West, 27.75 feet; Course 8, thence North 32°54'17" West, along a non-tangent line, 125.67 feet; Course 9, thence North 44°59'02" West, 420.95 feet to the Northeasterly corner of Tract "E", as depicted on said Cross Creek Unit 2A; thence North 14°30'36" West, along the Easterly line of said Tract "E" and along the boundary line of Cross Creek Unit 2B-2, as recorded in Plat Book 67, pages 53 through 61, of said Public Records, 291.56 feet; thence continue along said boundary line the following 2 courses: Course 1, thence North 23°07'30" East, 91.35 feet; Course 2, thence North 51°50'04" East, 660.00 feet to a point lying on the boundary line of said Cross Creek Unit 2C; thence along said boundary line the following 24 courses: Course 1, thence South 38°09'56" East, 75.88 feet; Course 2, thence South 45°17'26" East, 80.62 feet; Course 3, thence South 38°09'56" East, 290.00 feet; Course 4, thence North 51°50'04" East, 95.00 feet; Course 5, thence South 38°08'22" East, 60.00 feet; Course 6, thence South 51°50'04" West, 94.33 feet; Course 7, thence South 36°25'33" East, 65.66 feet; Course 8, thence South 33°03'29" East, 56.67 feet; Course 9, thence South 30°39'37" East, 220.80 feet; Course 10, thence South 43°51'45" East, 167.62 feet to a point on a non-tangent curve concave Easterly having a radius of 50.00 feet; Course 11, thence Southerly along the arc of said curve, through a central angle of 76°26'51", an arc length of 66.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 07°33'48" West, 61.87 feet; Course 12, thence South 30°39'37" East, 8.20 feet; Course 13, thence South 59°20'23" West, 120.00 feet; Course 14, thence South 30°39'37" East, 35.47 feet; Course 15, thence South 59°20'23" West, 183.31 feet; Course 16, thence South 36°44'34" East, 17.12 feet; Course 17, thence South 33°54'58" East, 44.07 feet; Course 18, thence South 38°40'13" East, 51.12 feet; Course 19, thence South 47°18'36" East, 84.68 feet; Course 20, thence South 62°24'38" East, 77.45 feet; Course 21, thence South 72°20'19" East, 128.56 feet; Course 22, thence North 17°39'41" East, 95.00 feet; Course 23, thence South 72°20'19" East, 60.00 feet; Course 24, thence South 17°39'41" West, 108.56 feet to the Point of Beginning.

Containing 24.09 acres, more or less.

Phase 2E-1

A portion of Florida Farmer's Land Company's Subdivision, as recorded in Plat Book 1, page 48, also being a portion of those lands described and recorded in Official Records Book 2843, page 583, both of the Public Records of Clay County, Florida, lying within Section 46 of the Moses E. Levy Grant, Township 5 South, Range 26 East, being more particularly described as follows:

For a Point of Beginning, commence at the Northerly most corner of Tract "B", as depicted on Cross Creek Unit 2B-2, recorded in Plat Book 67, pages 53 through 61, of said Public Records, said corner lying on the Northeasterly line of Cross Creek Unit 1C, as recorded in Plat Book 64, pages 1 through 11, of said Public Records; thence North $36^{\circ}59'34''$ West, along said Northeasterly line, 851.97 feet; thence North $81^{\circ}42'05''$ East, departing said Northeasterly line, 1638.73 feet to a point lying on the Westerly line of said Cross Creek Unit 2B-2; thence along said Westerly line the following 27 courses: Course 1, thence South $08^{\circ}17'55''$ East, 148.23 feet; Course 2, thence South $81^{\circ}42'05''$ West, 20.00 feet; Course 3, thence South $42^{\circ}35'02''$ West, 47.68 feet; Course 4, thence South $86^{\circ}29'23''$ West, 46.11 feet; Course 5, thence South $78^{\circ}23'27''$ West, 28.51 feet; Course 6, thence South $07^{\circ}04'41''$ East, 70.68 feet; Course 7, thence South $05^{\circ}00'29''$ West, 135.51 feet; Course 8, thence South $84^{\circ}59'31''$ East, 116.13 feet; Course 9, thence South $05^{\circ}00'29''$ West, 60.00 feet; Course 10, thence North $84^{\circ}59'31''$ West, 117.83 feet; Course 11, thence South $05^{\circ}00'29''$ West, 133.87 feet to a point on a non-tangent curve concave Southerly having a radius of 50.00 feet; Course 12, thence Westerly along the arc of said curve, through a central angle of $23^{\circ}04'24''$, an arc length of 20.14 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $74^{\circ}01'53''$ West, 20.00 feet; Course 13, thence Westerly along the arc of a curve concave Southerly having a radius of 1340.00 feet, through a central angle of $03^{\circ}33'10''$, an arc length of 83.09 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $87^{\circ}20'40''$ West, 83.08 feet; Course 14, thence North $89^{\circ}07'15''$ West, 53.55 feet to the point of curvature of a curve concave Southeasterly having a radius of 50.00 feet; Course 15, thence Southwesterly along the arc of said curve, through a central angle of $99^{\circ}52'07''$, an arc length of 87.15 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $40^{\circ}56'42''$ West, 76.53 feet; Course 16, thence South $08^{\circ}59'22''$ East, 22.20 feet to the point of curvature of a curve concave Northeasterly having a radius of 190.00 feet; Course 17, thence Southeasterly along the arc of said curve, through a central angle of $29^{\circ}10'34''$, an arc length of 96.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $23^{\circ}34'39''$ East, 95.71 feet; Course 18, thence South $38^{\circ}09'56''$ East, 177.69 feet to the point of curvature of a curve concave Northeasterly having a radius of 50.00 feet; Course 19, thence Southeasterly along the arc of said curve, through a central angle of $55^{\circ}00'29''$, an arc length of 48.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $55^{\circ}40'10''$ East, 48.18 feet; Course 20, thence South $03^{\circ}10'25''$ East, along a non-tangent line, 11.03 feet; Course 21, thence South $51^{\circ}50'04''$ West, 145.00 feet; Course 22, thence South $38^{\circ}09'56''$ East, 105.00 feet; Course 23, thence South $51^{\circ}50'04''$ West, 60.00 feet; Course 24, thence North $38^{\circ}09'56''$ West, 105.00 feet; Course 25, thence South $51^{\circ}50'04''$ West, 130.00 feet; Course 26, thence North $76^{\circ}39'12''$ West, 45.21 feet; Course 27, thence North $72^{\circ}15'20''$ West, 700.61 feet to the Point of Beginning.

Containing 25.67 acres, more or less.

Phase 2E-2

A portion of Florida Farmer's Land Company's Subdivision, as recorded in Plat Book 1, page 49, also being a portion of those lands described and recorded in Official Records Book 2843, page 583, both of the Public Records of Clay County, Florida, lying within Section 46 of the Moses E. Levy Grant, Township 5 South, Range 26 East, being more particularly described as follows:

For a Point of Beginning, commence at the Southerly most corner of Tract "A", as depicted on Cross Creek Unit 2F, recorded in Plat Book 68, pages 41 through 48, of said Public Records, thence Easterly along the Southerly line of said Tract "A" the following 3 courses: Course 1, thence North 53°00'26" East, 1054.12 feet; Course 2, thence South 68°59'21" East, 535.34 feet; Course 3, thence North 79°11'17" East, 811.64 feet to the Southeasterly corner thereof, said corner lying on the Westerly line of Cross Creek Unit 2B-2, as recorded in Plat Book 67, pages 53 through 61, of said Public Records; thence Southerly along said Westerly line the following 14 courses: Course 1, thence Southerly departing said Southerly line and along the arc of a non-tangent curve concave Easterly having a radius of 380.00 feet, through a central angle of 45°19'40", an arc length of 300.63 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 02°32'31" West, 292.85 feet; Course 2, thence Southerly along the arc of a curve concave Westerly having a radius of 1470.00 feet, through a central angle of 00°12'58", an arc length of 5.54 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 20°00'50" East, 5.54 feet; Course 3, thence South 70°05'39" West, along a non-tangent line, 123.94 feet; Course 4, thence South 47°31'39" West, 98.76 feet; Course 5, thence South 42°28'21" East, 148.08 feet; Course 6, thence South 08°17'55" East, 243.43 feet; Course 7, thence North 81°42'05" East, 90.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet; Course 8, thence Southeasterly along the arc of said curve, through a central angle of 62°04'33", an arc length of 54.17 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 67°15'39" East, 51.56 feet; Course 9, thence North 81°42'05" East, along a non-tangent line, 15.82 feet; Course 10, thence South 08°17'55" East, 207.00 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet; Course 11, thence Southwesterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 36°42'05" West, 35.36 feet; Course 12, thence South 08°17'55" East, along a non-tangent line, 60.00 feet to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet; Course 13, thence Southeasterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 53°17'55" East, 35.36 feet; Course 14, thence South 08°17'55" East, 182.72 feet; thence South 81°42'05" West, departing said Westerly line, 1638.73 feet to a point lying on the Northeasterly line of Cross Creek Unit 1C, as recorded in Plat Book 64, pages 1 through 11, of said Public Records; thence North 36°59'34" West, along said Northeasterly line, 1124.10 feet to the Point of Beginning.

Containing 55.42 acres, more or less.

Phase 2D-1

Lots 524 – 573 of Cross Creek Unit 2D-1 as recorded in Plat Book 70, Page 18 of Clay County, Florida.

Phase 2F

Lots 1088 – 1200 of Cross Creek Unit F as recorded in Plat Book 68, Page 41 of Clay County, Florida.

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Katie S. Buchanan, Esq.
Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS
RELATING TO THE SERIES 2023 PROJECT**

THIS COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT RIGHTS RELATING TO THE SERIES 2023 PROJECT (“Assignment”) is made this 1st day of August, 2023, by and between:

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the Clay County, Florida, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District”); and

D.R. HORTON, INC. – JACKSONVILLE, a Delaware corporation, the owner and developer of certain lands within the boundaries of the District, whose principal address is 4220 Race Track Road, St. Johns, Florida 32259, and its successors and assigns (“Developer”; and together with the District, “Parties”).

RECITALS

WHEREAS, Developer is the owner of a portion of the real property within the District as more particularly described in **Exhibit A**, attached hereto and incorporated herein (“Series 2023 Assessment Area”); and

WHEREAS, the District proposes to issue its \$8,915,000 Cross Creek North Community Development District Special Assessment Bonds, Series 2023 (“Series 2023 Bonds”), to finance certain improvements which will benefit all of the Series 2023 Assessment Area; and

WHEREAS, among the security for the repayment of the Series 2023 Bonds are the special assessments (“Series 2023 Special Assessments”) levied against the Series 2023 Assessment Area; and

WHEREAS, the Parties intend that the Series 2023 Assessment Area will be platted and fully developed into a total of 351 single-family residential units (“Lots”), and the Lots will be ultimately owned by unaffiliated homebuilders or homeowners (“Development Completion”), as contemplated by the *Master Special Assessment Allocation Report*, dated September 11, 2018, and the *Final Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2023*, dated July 21, 2023 (together, “Assessment Report”), all of such Lots and associated improvements being referred to herein as “Development”; and

WHEREAS, the portion of the Development which is being partially financed with the proceeds of the Series 2023 Bonds and is generally described as the final portion of Phase 2 (2D-1, 2D-2, 2E-1, 2E-2 and 2F) and Master Amenity Improvements in the *Preliminary Engineer's Report*, dated March 21, 2017 ("Master Engineer's Report") as supplemented by *Supplemental Engineer's Report for the Capital Improvements for the Series 2023 Project* dated April 3, 2023, and revised July 13, 2023 ("Supplemental Engineer's Report" and together with the Master Engineer's Report, the "Engineer's Report") and is referred to as "Series 2023 Project"; and

WHEREAS, during the time that the Lots are not owned by end-users, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the Series 2023 Special Assessments securing the Series 2023 Bonds; and

WHEREAS, in the event of default in the payment of the Series 2023 Special Assessments or in the payment of a True-Up Obligation (as defined in the *Agreement between Cross Creek North Community Development District and D.R. Horton, Inc. – Jacksonville, Regarding True-Up as to Series 2023 Special Assessments*, dated August 1, 2023 ("True-Up Agreement")), or in the event of any other Event of Default (as defined herein), the District requires, in addition to the remedies afforded the District under the *Master Trust Indenture*, dated December 1, 2018 ("Master Indenture"), as supplemented by the *Second Supplemental Trust Indenture*, dated August 1, 2023 ("Supplemental Indenture" and, together with the Master Indenture, "Indenture"), pursuant to which the Series 2023 Bonds are being issued, and the other agreements being entered into by Developer concurrent herewith with respect to the Series 2023 Bonds and the Series 2023 Special Assessments (the Indenture and agreements being referred to collectively as "Bond Documents", and such remedies being referred to collectively as "Remedial Rights"), certain remedies with respect to the Development Rights (defined below) in order to complete or enable a third party to complete development of the Series 2023 Project and the Series 2023 Assessment Area.

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the sufficiency of which is acknowledged, Developer and the District agree as follows:

1. Recitals; Exhibits. The foregoing recitals are true and correct and, together with the exhibits attached hereto, are hereby incorporated herein by this reference.

2. Collateral Assignment.

(A) Subject to the terms and conditions of this Assignment, Developer hereby collaterally assigns to the District, to the extent assignable, all of Developer's development rights, permits, entitlements and work product relating to development of the Series 2023 Assessment Area, and Developer's rights as declarant of any property owner or homeowner association with respect to the Series 2023 Assessment Area (collectively, "Development Rights"), as security for Developer's payment and performance of all of its obligations arising under the Bond Documents, including, without limitation, payment of the Series 2023 Special Assessments levied against the Series 2023 Assessment Area owned by Developer from time to time, and any True-Up Obligation. The Development Rights shall include, without limitation,

the items listed in subsections (i) through (viii) below as they pertain to development of the Series 2023 Project or the Series 2023 Assessment Area:

- (i)** Zoning approvals, density approvals and entitlements, concurrency and capacity certificates, and development agreements;
- (ii)** Engineering and construction plans and specifications for grading, roadways, site drainage, storm water drainage, signage, water distribution, waste water collection, recreational facilities, and other improvements;
- (iii)** Preliminary and final site plans and plats;
- (iv)** Architectural plans and specifications for recreational buildings and other improvements to the developable property within the District;
- (v)** Permits, approvals, resolutions, variances, licenses, and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Series 2023 Project or the construction of improvements on the Series 2023 Assessment Area, or off-site to the extent such off-site improvements are necessary or required for Development Completion;
- (vi)** Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Series 2023 Project or the construction of improvements on the Series 2023 Assessment Area;
- (vii)** All prepaid impact fees and impact fee credits; and
- (viii)** All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing.

Notwithstanding the foregoing, the Development Rights shall not include any rights which relate solely to: (i) Lots conveyed to homebuilders or end-users, (ii) any property which has been conveyed, or is in the future conveyed, to Clay County, Florida, the District, any unaffiliated homebuilder, any utility provider, any governmental or quasi-governmental entity, any applicable homeowner's association or other governing entity or association as may be required by applicable permits, approvals, plats, entitlements or regulations affecting the District, if any (items (i) and (ii) referred to herein as "Permitted Transfer"), or (iii) lands outside the District or improvements not included in the Series 2023 Assessment Area.

(B) This Assignment is not intended to and shall not impair or interfere with the development of the Series 2023 Assessment Area, including, without limitation, Developer's contracts with homebuilders, if any, and homebuyers (collectively, "Sales Contracts"), and shall only be inchoate and shall become an effective and absolute assignment and assumption of the Development Rights, from time to time, only upon the District's exercise of its rights hereunder upon a failure of Developer to pay the Series 2023 Special Assessments levied against the portion of Series 2023 Assessment Area owned by Developer, a failure of Developer to satisfy a True-Up Obligation, or any other Event of Default hereunder. The District shall not be deemed

to have assumed any obligations associated with the Development Rights unless and until the District exercises its rights under this Assignment, and then only to the extent of such exercise.

(C) If this Assignment has not become absolute, it shall automatically terminate upon the earliest to occur of the following events: (i) payment in full of the principal and interest associated with the Series 2023 Bonds; (ii) Development Completion; (iii) transfer of any Development Rights to Clay County, the State, the District, any utility provider, any other governmental or quasi-governmental entity, or any homeowners' or property owner's association but only to the extent of such transfer; or (iv) transfer of any portion of the Series 2023 Assessment Area to an unaffiliated homebuilder or end-user but only as to such portion transferred, from time to time.

3. Warranties by Developer. Developer represents and warrants to the District that:

(A) Other than Permitted Transfers, the Developer has made no assignment of the Development Rights to any person other than District.

(B) Developer is not prohibited under any agreement with any other person or under any judgment or decree from the execution, delivery, and performance of this Assignment;

(C) No action has been brought or threatened which would in any way interfere with the right of Developer to execute this Assignment and perform all of Developer's obligations herein contained; and

(D) Any transfer, conveyance or sale of the Series 2023 Assessment Area shall subject any and all affiliated entities or successors-in-interest of Developer as to the Series 2023 Assessment Area or any portion thereof, to this Assignment to the extent of the portion of the Series 2023 Assessment Area so conveyed, except to the extent a Permitted Transfer.

4. Covenants. Developer covenants with the District that for so long as this Assignment shall remain in effect pursuant to the terms hereof:

(A) Developer will use reasonable, good faith efforts to (i) fulfill, perform, and observe each and every material condition and covenant of Developer relating to the Development Rights, and (ii) give notice to District of any default with respect to any of the Development Rights;

(B) The Development Rights include all of Developer's rights to modify the Development Rights, to terminate the Development Rights, and to waive or release the performance or observance of any obligation or condition of the Development Rights; provided, however, that this Assignment does not and shall not (i) pertain to lands outside of the District not relating or necessary to development of the Series 2023 Project, or (ii) limit Developer's right, from time to time, to modify, waive or release the Development Rights, subject to Section 4(c) below and Developer's obligations under the Bond Documents; and

(C) Developer agrees not to take any action that would decrease the development entitlements to a level below the amount necessary to support the then-outstanding Series 2023 Bonds or would materially impair or impede the ability to achieve Development Completion.

5. Events of Default. Any breach of Developer’s warranties contained in Section 3 hereof, any breach of covenants contained in Section 4 hereof which is not cured within sixty (60) days after receipt of written notice thereof, or any breach of Developer under any other Bond Documents, which default is not cured within any applicable cure period, will constitute an (“Event of Default”), under this Assignment.

6. Remedies Upon Default. Upon an Event of Default, or the transfer of title to any portion of the Series 2023 Assessment Area owned by Developer to the District or its designee(s) pursuant to a judgment of foreclosure entered by a court of competent jurisdiction or a deed in lieu of foreclosure to the District or its designee or the acquisition of title to such property through the sale of tax certificates, the District may, as the District’s sole and exclusive remedies under this Assignment, take any or all of the following actions, at the District’s option:

(A) Perform or cause to be performed any and all obligations of Developer relating to the Development Rights and exercise or cause to be exercised any and all rights of Developer therein as fully as Developer could;

(B) Initiate, appear in, or defend any action arising out of or affecting the Development Rights; and

(C) Further assign any and all of the Development Rights to a third-party acquiring title to the Series 2023 Assessment Area or any portion thereof from the District or at a District foreclosure sale.

7. Authorization in Event of Default. In the Event of Default, Developer does hereby authorize and shall direct any party to any agreement relating to the Development Rights to tender performance thereunder to the District upon written notice and request from the District. Any such performance in favor of the District shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Developer. Notwithstanding the foregoing or anything to the contrary set forth in this Assignment, no exercise by the District or the District’s rights under this Assignment shall operate to release Developer from its obligations under this Assignment.

8. Attorneys’ Fees and Costs. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys’ fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

10. Notices. All notices, requests, consents and other communications under this Agreement (“Notices”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the Parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth herein.

11. Arm’s Length Transaction. This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. Both Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, both Parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

12. Third Party Beneficiaries. The Parties hereto agree that the trustee under the Indenture (“Trustee”), on behalf of the bondholders, shall be a direct third party beneficiary of the terms and conditions of this Assignment and entitled to enforce Developer’s obligations hereunder at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2023 Bonds then-outstanding. The Trustee shall not be deemed by virtue of this Assignment to have assumed any obligations or duties. This Agreement may not be materially amended, and the Series 2023 Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the bondholders owning a majority of the aggregate principal amount of the Series 2023 Bonds then-outstanding, which consent shall not be unreasonably withheld.

13. Amendment. This Assignment may be modified in writing only by the mutual agreement of all Parties hereto, and only after satisfaction of the conditions set forth in Section 12.

14. Miscellaneous. Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms “person” and “party” shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

15. Applicable Law and Venue. This Assignment and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Assignment shall be in Clay County, Florida.

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

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

18. Limitations on Governmental Liability. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred by sovereign immunity or by other operation of law.

19. Headings for Convenience Only. The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

20. Counterparts. This instrument may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original, and such counterparts together shall constitute 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.

21. Binding Effect. This Agreement shall inure the benefit of, and be binding upon, the Parties hereto and their respective successors and assigns.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

Witnesses:

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

Name: _____

Philip A. Fremento
Vice President

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 2023, by Philip A. Fremento, as Vice President of D.R. Horton, Inc. - Jacksonville, a Delaware corporation, on behalf of the company. He/She is ___ personally known to me or ___ produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of
Notary Public)

Witnesses:

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____

Name: _____

Robert S. Porter
Chairperson, Board of Supervisors

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 2023, by Robert S. Porter, as Chairperson of the Cross Creek North Community Development District. He is ___ personally known to me or ___ produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of
Notary Public)

Exhibit A
Legal Description of Series 2023 Assessment Area

Phase 2D-2

A portion of Florida Farmer's Land Company's Subdivision, as recorded in Plat Book 1, page 49, of the Public Records of Clay County, Florida, lying within Section 46 of the Moses E. Levy Grant, Township 5 South, Range 26 East, of said county, also being a portion of those lands described and recorded in Official Records Book 2843, page 583, of said Public Records, being more particularly described as follows:

For a Point of Beginning, commence at the Southwesterly corner of Lot 852, as depicted on Cross Creek Unit 2C, recorded in Plat Book 67, pages 1 through 11, of said Public Records; thence South 72°20'19" East, along the boundary line of said Cross Creek Unit 2C, a distance of 174.40 feet; thence South 37°17'08" West, continuing along said boundary line, 218.89 feet to a point lying on the Northerly line of Tract "C", as depicted on Cross Creek Unit 2B-1, recorded in Plat Book 66, pages 1 through 10, of said Public Records; thence along said Northerly line the following 5 courses: Course 1, thence Westerly along the arc of a non-tangent curve concave Southerly having a radius of 75.00 feet, through a central angle of 60°51'28", an arc length of 79.66 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 83°08'35" West, 75.97 feet; Course 2, thence Westerly along the arc of a curve concave Northerly having a radius of 275.00 feet, through a central angle of 41°14'00", an arc length of 197.91 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 87°02'41" West, 193.66 feet; Course 3, thence North 72°20'19" West, 6.81 feet to the point of curvature of a curve concave Northeasterly having a radius of 650.00 feet; Course 4, thence Northwesterly along the arc of said curve, through a central angle of 13°19'51", an arc length of 151.23 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 65°40'24" West, 150.89 feet; Course 5, thence Westerly along the arc of a curve concave Southerly having a radius of 50.00 feet, through a central angle of 70°25'50", an arc length of 61.46 feet to the Easterly most corner of Cross Creek Unit 2A, as recorded in Plat Book 64, pages 55 through 63, of said Public Records, said arc being subtended by a chord bearing and distance of South 85°46'37" West, 57.67 feet; thence Northwesterly along the boundary line of said Cross Creek Unit 2A the following 9 courses: Course 1, thence North 37°58'13" West, along a non-tangent line, 209.72 feet; Course 2, thence North 40°50'36" West, 123.83 feet; Course 3, thence North 51°55'58" West, 120.00 feet; Course 4, thence South 38°04'02" West, 12.30 feet to the point of curvature of a curve concave Northwesterly having a radius of 330.00 feet; Course 5, thence Southwesterly along the arc of said curve, through a central angle of 13°08'14", an arc length of 75.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 44°38'09" West, 75.50 feet; Course 6, thence North 38°47'44" West, along a non-tangent line, 60.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 270.00 feet; Course 7, thence Southwesterly along the arc of said curve, through a central angle of 05°53'27", an arc length of 27.76 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 54°09'00" West, 27.75 feet; Course 8, thence North 32°54'17" West, along a non-tangent line, 125.67 feet; Course 9, thence North 44°59'02" West, 420.95 feet to the Northeasterly corner of Tract "E", as depicted on said Cross Creek Unit 2A; thence North 14°30'36" West, along the Easterly line of said Tract "E" and along the boundary line of Cross Creek Unit 2B-2, as recorded in Plat Book 67, pages 53 through 61, of said Public Records, 291.56 feet; thence continue along said boundary line the following 2 courses: Course 1, thence North 23°07'30" East, 91.35 feet; Course 2, thence North 51°50'04" East, 660.00 feet to a point lying on the boundary line of said Cross Creek Unit 2C; thence along said boundary line the following 24 courses: Course 1, thence South 38°09'56" East, 75.88 feet; Course 2, thence South 45°17'26" East, 80.62 feet; Course 3, thence South 38°09'56" East, 290.00 feet; Course 4, thence North 51°50'04" East, 95.00 feet; Course 5, thence South 38°08'22" East, 60.00 feet; Course 6, thence South 51°50'04" West, 94.33 feet; Course 7, thence South 36°25'33" East, 65.66 feet; Course 8, thence South 33°03'29" East, 56.67 feet; Course 9, thence South 30°39'37" East, 220.80 feet; Course 10, thence South 43°51'45" East, 167.62 feet to a point on a non-tangent curve concave Easterly having a radius of 50.00 feet; Course 11, thence Southerly along the arc of said curve, through a central angle of 76°26'51", an arc length of 66.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 07°33'48" West, 61.87 feet; Course 12, thence South 30°39'37" East, 8.20 feet; Course 13, thence South 59°20'23" West, 120.00 feet; Course 14, thence South 30°39'37" East, 35.47 feet; Course 15, thence South 59°20'23" West, 183.31 feet; Course 16, thence South 36°44'34" East, 17.12 feet; Course 17, thence South 33°54'58" East, 44.07 feet; Course 18, thence South 38°40'13" East, 51.12 feet; Course 19, thence South 47°18'36" East, 84.68 feet; Course 20, thence South 62°24'38" East, 77.45 feet; Course 21, thence South 72°20'19" East, 128.56 feet; Course 22, thence North 17°39'41" East, 95.00 feet; Course 23, thence South 72°20'19" East, 60.00 feet; Course 24, thence South 17°39'41" West, 108.56 feet to the Point of Beginning.

Containing 24.09 acres, more or less.

Phase 2E-1

A portion of Florida Farmer's Land Company's Subdivision, as recorded in Plat Book 1, page 48, also being a portion of those lands described and recorded in Official Records Book 2843, page 583, both of the Public Records of Clay County, Florida, lying within Section 46 of the Moses E. Levy Grant, Township 5 South, Range 26 East, being more particularly described as follows:

For a Point of Beginning, commence at the Northerly most corner of Tract "B", as depicted on Cross Creek Unit 2B-2, recorded in Plat Book 67, pages 53 through 61, of said Public Records, said corner lying on the Northeasterly line of Cross Creek Unit 1C, as recorded in Plat Book 64, pages 1 through 11, of said Public Records; thence North $36^{\circ}59'34''$ West, along said Northeasterly line, 851.97 feet; thence North $81^{\circ}42'05''$ East, departing said Northeasterly line, 1638.73 feet to a point lying on the Westerly line of said Cross Creek Unit 2B-2; thence along said Westerly line the following 27 courses: Course 1, thence South $08^{\circ}17'55''$ East, 148.23 feet; Course 2, thence South $81^{\circ}42'05''$ West, 20.00 feet; Course 3, thence South $42^{\circ}35'02''$ West, 47.68 feet; Course 4, thence South $66^{\circ}29'23''$ West, 46.11 feet; Course 5, thence South $78^{\circ}23'27''$ West, 26.51 feet; Course 6, thence South $07^{\circ}04'41''$ East, 70.68 feet; Course 7, thence South $05^{\circ}00'29''$ West, 135.51 feet; Course 8, thence South $84^{\circ}59'31''$ East, 116.13 feet; Course 9, thence South $05^{\circ}00'29''$ West, 60.00 feet; Course 10, thence North $84^{\circ}59'31''$ West, 117.83 feet; Course 11, thence South $05^{\circ}00'29''$ West, 133.87 feet to a point on a non-tangent curve concave Southerly having a radius of 50.00 feet; Course 12, thence Westerly along the arc of said curve, through a central angle of $23^{\circ}04'24''$, an arc length of 20.14 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North $74^{\circ}01'53''$ West, 20.00 feet; Course 13, thence Westerly along the arc of a curve concave Southerly having a radius of 1340.00 feet, through a central angle of $03^{\circ}33'10''$, an arc length of 83.09 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North $87^{\circ}20'40''$ West, 83.08 feet; Course 14, thence North $89^{\circ}07'15''$ West, 53.55 feet to the point of curvature of a curve concave Southeasterly having a radius of 50.00 feet; Course 15, thence Southwesterly along the arc of said curve, through a central angle of $99^{\circ}52'07''$, an arc length of 87.15 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $40^{\circ}56'42''$ West, 76.53 feet; Course 16, thence South $08^{\circ}59'22''$ East, 22.20 feet to the point of curvature of a curve concave Northeasterly having a radius of 190.00 feet; Course 17, thence Southeasterly along the arc of said curve, through a central angle of $29^{\circ}10'34''$, an arc length of 96.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South $23^{\circ}34'39''$ East, 95.71 feet; Course 18, thence South $38^{\circ}09'56''$ East, 177.69 feet to the point of curvature of a curve concave Northeasterly having a radius of 50.00 feet; Course 19, thence Southeasterly along the arc of said curve, through a central angle of $55^{\circ}00'29''$, an arc length of 48.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South $55^{\circ}40'10''$ East, 46.18 feet; Course 20, thence South $03^{\circ}10'25''$ East, along a non-tangent line, 11.03 feet; Course 21, thence South $51^{\circ}50'04''$ West, 145.00 feet; Course 22, thence South $38^{\circ}09'56''$ East, 105.00 feet; Course 23, thence South $51^{\circ}50'04''$ West, 60.00 feet; Course 24, thence North $38^{\circ}09'56''$ West, 105.00 feet; Course 25, thence South $51^{\circ}50'04''$ West, 130.00 feet; Course 26, thence North $76^{\circ}39'12''$ West, 45.21 feet; Course 27, thence North $72^{\circ}15'20''$ West, 700.61 feet to the Point of Beginning.

Containing 25.67 acres, more or less.

Phase 2E-2

A portion of Florida Farmer's Land Company's Subdivision, as recorded in Plat Book 1, page 49, also being a portion of those lands described and recorded in Official Records Book 2843, page 583, both of the Public Records of Clay County, Florida, lying within Section 46 of the Moses E. Levy Grant, Township 5 South, Range 26 East, being more particularly described as follows:

For a Point of Beginning, commence at the Southerly most corner of Tract "A", as depicted on Cross Creek Unit 2F, recorded in Plat Book 68, pages 41 through 48, of said Public Records, thence Easterly along the Southerly line of said Tract "A" the following 3 courses: Course 1, thence North 53°00'26" East, 1054.12 feet; Course 2, thence South 68°59'21" East, 535.34 feet; Course 3, thence North 79°11'17" East, 811.64 feet to the Southeastery corner thereof, said corner lying on the Westerly line of Cross Creek Unit 2B-2, as recorded in Plat Book 67, pages 53 through 61, of said Public Records; thence Southerly along said Westerly line the following 14 courses: Course 1, thence Southerly departing said Southerly line and along the arc of a non-tangent curve concave Easterly having a radius of 380.00 feet, through a central angle of 45°19'40", an arc length of 300.63 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 02°32'31" West, 292.85 feet; Course 2, thence Southerly along the arc of a curve concave Westerly having a radius of 1470.00 feet, through a central angle of 00°12'58", an arc length of 5.54 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 20°00'50" East, 5.54 feet; Course 3, thence South 70°05'39" West, along a non-tangent line, 123.94 feet; Course 4, thence South 47°31'39" West, 98.76 feet; Course 5, thence South 42°28'21" East, 148.08 feet; Course 6, thence South 08°17'55" East, 243.43 feet; Course 7, thence North 81°42'05" East, 90.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet; Course 8, thence Southeastery along the arc of said curve, through a central angle of 62°04'33", an arc length of 54.17 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 67°15'39" East, 51.56 feet; Course 9, thence North 81°42'05" East, along a non-tangent line, 15.82 feet; Course 10, thence South 08°17'55" East, 207.00 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet; Course 11, thence Southwesterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 36°42'05" West, 35.36 feet; Course 12, thence South 08°17'55" East, along a non-tangent line, 60.00 feet to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet; Course 13, thence Southeastery along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 53°17'55" East, 35.36 feet; Course 14, thence South 08°17'55" East, 182.72 feet; thence South 81°42'05" West, departing said Westerly line, 1638.73 feet to a point lying on the Northeastery line of Cross Creek Unit 1C, as recorded in Plat Book 64, pages 1 through 11, of said Public Records; thence North 36°59'34" West, along said Northeastery line, 1124.10 feet to the Point of Beginning.

Containing 55.42 acres, more or less.

Phase 2D-1

Lots 524 – 573 of Cross Creek Unit 2D-1 as recorded in Plat Book 70, Page 18 of Clay County, Florida.

Phase 2F

Lots 1088 – 1200 of Cross Creek Unit F as recorded in Plat Book 68, Page 41 of Clay County, Florida.

**AGREEMENT BETWEEN CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT AND D.R. HORTON, INC. –
JACKSONVILLE REGARDING THE
COMPLETION OF CERTAIN IMPROVEMENTS**

THIS COMPLETION AGREEMENT (“Agreement”) is made and entered into this 1st day of August, 2023, by and between:

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Clay County, Florida, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District”); and

D.R. HORTON, INC. – JACKSONVILLE, a Delaware corporation, the owner and developer of certain lands within the boundaries of the District, whose principal address is 4220 Race Track Road, St. Johns, Florida 32259 (“Developer” and, together with the District, “Parties”)

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Clay County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“Act”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to issue bonds (“Special Assessment Bonds”) for the purpose, among others, of planning, financing, constructing, operating and/or maintaining certain infrastructure, including roadway improvements, stormwater management systems, water and sewer systems, hardscape and landscape improvements, recreational improvements and other infrastructure within or without the boundaries of the District; and

WHEREAS, Developer is the owner and/or the developer of all or portion(s) of the lands located within the boundaries of the District known as the final portion of Phase 2 (2D-1, 2D-2, 2E-1, 2E-2, and 2F) and Master Amenities (collectively, “Series 2023 Project”); and

WHEREAS, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain public infrastructure improvements (“Improvements”) comprising the Series 2023 Project on such lands within the District’s boundaries benefitted by such Improvements (“Series 2023 Assessment Area”); and

WHEREAS, the Series 2023 Project is part of a larger project described in the *Preliminary Engineer’s Report*, dated March 21, 2017 (“Master Engineer’s Report”) as supplemented and further detailed by *Supplemental Engineer’s Report for the Capital Improvements for the Series 2023 Project* dated April 3, 2023, and revised July 13, 2023 (“Supplemental Engineer’s Report” and together with the Master Engineer’s Report, the “Engineer’s Report”), attached to this Agreement as **Exhibit A**; and

WHEREAS, the District intends to finance all or a portion of the Series 2023 Project through the anticipated issuance of its \$8,915,000 Cross Creek North Community Development District Special Assessment Bonds, Series 2023 (“Series 2023 Bonds”); and

WHEREAS, in order to ensure that the Series 2023 Project is completed and funding is available in a timely manner to provide for its completion, Developer and the District hereby agree that the District will be obligated to issue no more than \$8,915,000 in Series 2023 Bonds to fund the Series 2023 Project and Developer will make provision for any additional funds that may be needed in the future for the completion of the Series 2023 Project.

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

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

2. COMPLETION OF IMPROVEMENTS. The Parties agree and acknowledge that the District’s proposed Series 2023 Bonds may provide only a portion of the funds necessary to complete the improvements comprising the Series 2023 Project. Therefore, if the cost of the Improvements is such that the construction funds available from the Series 2023 Bonds are insufficient to complete the Series 2023 Project, Developer hereby agrees to complete, cause to be completed, or provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the Improvements which may remain unfunded including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs (collectively the “Remaining Improvements”) whether pursuant to existing contracts, including change orders thereto, contracts assigned by the Developer to the District, or future contracts.

(a) Subject to Existing Contract. When all or any portion of the Remaining Improvements are subject to an existing District contract, the Developer shall provide funds directly to the District in an amount sufficient to complete the Remaining Improvements pursuant to such contract, including change orders thereto.

(b) Not Subject to Existing Contract. When any portion of the Remaining Improvements is not the subject of an existing District contract, the Developer may choose to complete, cause to be completed, or provide funds to the District in an amount sufficient to allow the District to complete or cause to be completed, those Remaining Improvements, subject to a formal determination by the District that the option selected by the Developer will not materially and adversely impact the District.

Nothing herein shall cause or be construed to require the District to issue additional bonds or indebtedness to provide funds for any portion of the Remaining Improvements. The Parties hereby acknowledge and agree that the District’s execution of this Agreement constitutes the

manner and means by which any and all portions of the Remaining Improvements are to be funded and completed.

3. OTHER CONDITIONS AND ACKNOWLEDGMENTS

(a) Material Changes. The District and Developer agree and acknowledge that the exact location, size, configuration and composition of the Series 2023 Project may change from that described in the Engineer's Report, depending upon final design of the development, permitting or other regulatory requirements over time, or other factors. Material changes to the Improvements shall be made by a written amendment to the Engineer's Report, which shall include an estimate of the cost of the changes and shall require consent of the Developer and the District, as well as the Trustee to the extent required by Section 10. Such consent is not necessary and Developer must meet the completion obligations, or cause them to be met, when the scope, configuration, size and/or composition of the Series 2023 Project is materially changed in response to a requirement imposed by a regulatory agency.

(b) Conveyances. The District and Developer agree and acknowledge that any and all portions of the Remaining Improvements which are constructed, or caused to be constructed, by the Developer shall be conveyed to the District or such other appropriate unit of local government as is designated in the Engineer's Report or required by governmental regulation or development approval. All conveyances to another governmental entity shall be in accordance with and in the same manner as provided in any agreement between the District and the appropriate unit of local government. All conveyances to the District shall be in accordance with an agreement or agreements governing conveyances between the Developer and the District.

4. DEFAULT AND PROTECTION AGAINST THIRD-PARTY INTERFERENCE. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of actual damages and/or specific performance, but excluding special, consequential or punitive damages. Except as expressly otherwise provided in this Agreement, the District shall be solely responsible for enforcing its rights under this Agreement against any interfering third-party. Except as expressly otherwise provided in this Agreement, nothing contained in this Agreement shall limit or impair the District's right to protect its rights under this Agreement from interference by a third-party.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the Parties agree that the substantially prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

6. AMENDMENTS. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all Parties hereto.

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

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

(A) If to the District: Cross Creek North Community
Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager

With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

(B) If to Developer: D.R. Horton, Inc. - Jacksonville
4220 Race Track Road,
St. Johns, Florida 32259
Attn: Robert S. Porter

With a copy to: Holland & Knight LLP
50 North Laura St., Ste. # 3900
Jacksonville, Florida 32202
Attn: Melissa Turra

D.R. Horton, Inc.
1341 Horton Circle
Arlington, Texas 76011
Attn: Ted I. Harbour, Chief Legal Counsel

D.R. Horton, Inc.
12602 Telecom Drive
Tampa, Florida 33637
Attn: Charbel J. Barakat, Chief Counsel

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day.

Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for each Party may deliver Notice on behalf of such party. Any party or other person to whom Notices are to be sent or copied may notify the other Parties and addresses of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the Parties and addressees set forth herein.

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

10. THIRD PARTY BENEFICIARIES. Except as otherwise provided in this Section 10 with respect to Trustee, this Agreement is solely for the benefit of the Parties and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the Parties hereto any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Developer and the respective representatives, successors, and assigns of each. Notwithstanding anything herein to the contrary, the Trustee for the Series 2023 Bonds, on behalf of the owners of the Series 2023 Bonds, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the obligations of Developer hereunder. The Trustee shall not be deemed to have assumed any obligations hereunder. This Agreement may not be assigned or materially amended, and the Series 2023 Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the owners of a majority of the aggregate principal amount of the Series 2023 Bonds then outstanding, which consent shall not be unreasonably withheld.

11. ASSIGNMENT. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party.

12. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Clay County, Florida, and applicable Federal courts.

13. EFFECTIVE DATE. This Agreement shall be effective on August 1, 2023.

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

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

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

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

18. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

19. BINDING EFFECT. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

ATTEST:

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

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

Witness

Philip A. Fremento
Vice President

Exhibit A: *Preliminary Engineer's Report*, dated March 21, 2017, as supplemented by
*Supplemental Engineer's Report for the Capital Improvements for the Series 2023
Project* dated April 3, 2023, as revised July 13, 2023

Exhibit A

Preliminary Engineer's Report

Supplemental Engineer's Report for Series 2023 Capital Improvements for Series 2023 Project

This instrument was prepared by and upon recording should be returned to:

(This space reserved for Clerk)

Katie S. Buchanan, Esq.
Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301

**AGREEMENT BETWEEN CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT AND D.R. HORTON, INC. –
JACKSONVILLE, REGARDING TRUE-UP AS TO SERIES 2023
SPECIAL ASSESSMENTS**

THIS TRUE UP AGREEMENT (“Agreement”) is made and entered into this 1st day of August, 2023, by and between:

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the Clay County, Florida, whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“District”); and

D.R. HORTON, INC. – JACKSONVILLE, a Delaware corporation, the owner and developer of certain lands within the boundaries of the District, whose principal address is 4220 Race Track Road, St. Johns, Florida 32259, and its successors and assigns (“Developer” and together with the District, “Parties”).

RECITALS

WHEREAS, the District was established by ordinance adopted by the Board of County Commissioners in and for Clay County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“Act”), and is validly existing under the Constitution and laws of the State of Florida; and

WHEREAS, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District’s activities and services; and

WHEREAS, Developer is the owner and/or developer of certain lands within the boundaries of the District known as the final portion of Phase 2 (Phase 2D-1, 2D-2, 2E-1, 2E-2, and 2F), which lands are described in **Exhibit A** (“Series 2023 Assessment Area”); and

WHEREAS, the District has adopted an improvement plan to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services as detailed in the *Preliminary Engineer’s Report*, dated March 21, 2017 (“Master Engineer’s Report”) as supplemented and further detailed by *Supplemental Engineer’s Report for the Capital Improvements for the Series 2023 Project* dated April 3, 2023, and revised July

13, 2023 (“Supplemental Engineer’s Report” and together with the Master Engineer’s Report, the “Engineer’s Report”), for the improvements associated with the development of the Series 2023 Assessment Area and Master Amenities (“Series 2023 Project”), and the anticipated costs of the improvements described in the Engineer’s Report are identified therein; and

WHEREAS, the District intends to finance a portion of the Series 2023 Project, through the anticipated issuance of its \$8,915,000 Cross Creek North Community Development District Special Assessment Bonds, Series 2023 (“Series 2023 Bonds”); and

WHEREAS, pursuant to Resolutions 2017-24, 2017-25, 2018-06, 2018-07, and 2023-11, 2023-13 and 2023-14 (“Assessment Resolutions”), the District imposed special assessments on the Series 2023 Assessment Area (“Series 2023 Special Assessments”) within the District to secure the repayment of the Series 2023 Bonds; and

WHEREAS, Developer agrees that the Series 2023 Assessment Area benefits from the timely design, construction, or acquisition of the Series 2023 Project; and

WHEREAS, Developer agrees that the Series 2023 Special Assessments, which were imposed on the Series 2023 Assessment Area within the District, have been validly imposed and constitute valid, legal and binding liens upon the Series 2023 Assessment Area; and

WHEREAS, to the extent permitted by law, Developer waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2023 Special Assessments on the Series 2023 Assessment Area within the District; and

WHEREAS, the *Master Special Assessment Allocation Report*, dated September 11, 2018, and the *Final Supplemental Special Assessment Allocation Report, Special Assessment Bonds, Series 2023*, dated July 21, 2023 (together, “Assessment Report”), attached to this Agreement as **Exhibit B**, provides that as the Series 2023 Assessment Area is platted or re-platted, the allocation of the amounts assessed to and constituting a lien upon the Series 2023 Assessment Area within the District would be allocated and calculated based upon certain density assumptions relating to the number of single-family units to be constructed on the Series 2023 Assessment Area within the District, which assumptions were provided by Developer; and

WHEREAS, Developer intends that the Series 2023 Assessment Area within the District will be platted, planned and developed based on then-existing market conditions, and the actual densities developed may be at some density less than the densities assumed in the Assessment Report; and

WHEREAS, the Assessment Report anticipates a mechanism by which Developer shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being determined generally by a calculation of the remaining unallocated debt prior to the recording of the final plat or site plan for a parcel or tract, as described in the Assessment Report (which payments shall collectively be referenced as “True-Up Payment”); and

WHEREAS, Developer and the District desire to enter into an agreement to confirm Developer’s intention and obligation, if required, to make the True-Up Payment related to the Series 2023 Special Assessments, subject to the terms and conditions contained herein.

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

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

SECTION 2. COVENANTS.

(A) The provisions of this Agreement shall constitute a covenant running with the Series 2023 Assessment Area, which lands are described in **Exhibit A**, and shall remain in full force and effect and be binding upon Developer, its heirs, legal representatives, estates, successors, grantees, and assigns until released pursuant to the terms herein.

(B) Developer agrees that the Assessment Resolutions have been duly adopted by the District. Developer further agrees that the Series 2023 Special Assessments imposed as liens by the District are legal, valid, and binding liens on the land against which assessed until paid, coequal with the liens of all state, county, district, and municipal taxes, and superior in dignity to all other liens, titles, and claims. Developer waives any defect in notice or publication or in the proceedings to levy, impose, and collect the Series 2023 Special Assessments on the lands within the District, and further waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay the Series 2023 Special Assessments.

(C) Developer agrees that to the extent Developer fails to timely pay all Series 2023 Special Assessments collected by mailed notice of the District, said unpaid Series 2023 Special Assessments (including True-Up Payments), may be placed on the tax roll by the District for collection by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year.

SECTION 3. SPECIAL ASSESSMENT REALLOCATION.

(A) Assumptions as to the Series 2023 Special Assessments. As of the date of the execution of this Agreement, Developer has informed the District that Developer intends to plat the Series 2023 Assessment Area into a total of 534 single family residential units.

(B) Process for Reallocation of Assessments. The Assessment Report identifies the amount of equivalent assessment units (and/or product types and unit counts) planned for the Property. At such time as lands are to be platted (or re-platted) or site plans are to be approved (or re-approved), and subject to the conditions set forth in the Assessment Report, the plat or site plan (either, herein, “Proposed Plat”) shall be presented to the District for review pursuant to the terms herein. Such review shall be limited solely to the function and the enforcement of the District’s assessment liens and/or true-up agreements. Nothing herein shall in any way operate

to or be construed as providing any other plat approval or disapproval powers to the District. If such Proposed Plat is consistent with the development plan as identified in the Assessment Report, the District shall allocate the Series 2023 Special Assessments to the product types being platted and the remaining property in accordance with the Assessment Report, and cause the Series 2023 Special Assessments to be recorded in the District's Improvement Lien Book. If a change in development shows a net increase in the overall principal amount of Series 2023 Special Assessments able to be assigned to the Property, then the District may undertake a pro rata reduction of Series 2023 Special Assessments for all assessed properties within the Property, or may otherwise address such net increase as permitted by law.

However, if a change in development as reflected in a Proposed Plat results in a net decrease in the overall principal amount of Series 2023 Special Assessments able to be assigned to the planned units described in the Assessment Report, and located within the Property, and using any applicable test(s) set forth in the Assessment Report (if any), then the District shall, subject to the provisions below, require the landowner(s) of the lands encompassed by the Proposed Plat to pay a "True-Up Payment" equal to the shortfall in Series 2023 Special Assessments resulting from the reduction of planned units. In considering whether to require a True-Up Payment, the District shall consider any requests for a deferral of true-up. In order to obtain such a deferral, a landowner seeking such deferral must provide to the District the following: a) proof of the amount of entitlements remaining on the undeveloped lands, b) a revised overall development plan showing the number and type of units reasonably planned for the remainder of the development, c) evidence of allowable zoning conditions that would enable those entitlements to be placed in accordance with the revised development plan, and d) documentation prepared by a licensed engineer that shows the feasibility of implementing the proposed development plan. The District's decision whether to grant a deferral shall be in its sole discretion, and such decision may require that the Developer provide additional information. Any True-Up Payment shall become due and payable that tax year by the landowner of the lands subject to the Proposed Plat, shall be in addition to the regular assessment installment payable for such lands, and shall constitute part of the debt assessment liens imposed against the Proposed Plat property until paid. A True-Up Payment shall include accrued interest on the Series 2023 Bonds to the interest payment date that occurs at least 45 days after the True-Up Payment (or the second succeeding interest payment date if such True-Up Payment is made within forty-five (45) calendar days before an interest payment date (or such other time as set forth in the supplemental indentures for the 2023 Bonds)).

All Series 2023 Special Assessments levied run with the land, and such assessment liens include any True-Up Payments. The District will not release any liens on property for which True-Up Payments are due, until provision for such payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres, any unallocated Series 2023 Special Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

SECTION 4. ENFORCEMENT. This Agreement is intended to be an additional method of enforcement of Developer's obligation to pay the Series 2023 Special Assessments and to abide by the requirements of the Reallocation of Series 2023 Special Assessments, including the making of the True-Up Payment, if any, as set forth in the Assessment Resolutions. A default by

any party under this Agreement shall entitle any other party to all remedies available at law or in equity, but excluding special, consequential or punitive damages.

SECTION 5. RECOVERY OF COSTS AND FEES. In the event any party is required to enforce this Agreement by court proceedings or otherwise, then the substantially prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

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

- (A) If to the District: Cross Creek North Community
Development District
3434 Colwell Avenue, Suite 200
Tampa, Florida 33614
Attn: District Manager
- With a copy to: Kutak Rock LLP
107 W. College Avenue
Tallahassee, Florida 32301
Attn: District Counsel
- (B) If to Developer: D.R. Horton, Inc. – Jacksonville
4220 Race Track Road
St. Johns, Florida 32259
Attn: Robert S. Porter
- With a copy to: Holland & Knight LLP
50 North Laura St., Ste. # 3900
Jacksonville, Florida 32202
Attn: Melissa Turra
- And copy to: D.R. Horton, Inc.
1341 Horton Circle
Arlington, Texas 76011
Attn: Ted I. Harbour, Chief Legal Counsel
- D.R. Horton, Inc.
12602 Telecom Drive
Tampa, Florida 33637
Attn: Charbel J. Barakat, Chief Counsel

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

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of any assessments placed on the Series 2023 Assessment Area by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

SECTION 7. ASSIGNMENT.

(A) Developer may not assign its duties or obligations under this Agreement except in accordance with the terms of this Section 7(C) below. This Agreement shall constitute a covenant running with title to the Series 2023 Assessment Area, binding upon Developer and its successors and assigns including, without limitation, the buyer and its successors and assigns as to the Series 2023 Assessment Area or portions thereof, and any transferee of any portion of the Series 2023 Assessment Area, but shall not be binding upon transferees permitted by Sections 7(B)(i), (ii) or (iii) below.

(B) No portion of the Series 2023 Assessment Area may be transferred to any third party without complying with the terms of Section 7(C) below, other than:

- (i)** Platted and fully-developed lots to homebuilders restricted from re-platting;
- (ii)** Platted and fully-developed lots to end users; and
- (iii)** Portions of the Series 2023 Assessment Area exempt from assessments to Clay County, the District, or other governmental agencies.

Any transfer of any portion of the Series 2023 Assessment Area pursuant to subsections (i), (ii) or (iii) of this Section 7(B), shall constitute an automatic release of such portion of the Series 2023 Assessment Area from the scope and effect of this Agreement.

(C) Developer shall not transfer any portion of the Series 2023 Assessment Area to any third party, except as permitted by Sections 7(B)(i), (ii) or (iii) above, without satisfying the following conditions (“Transfer Conditions”) herein, which requires:

(i) Delivering a recorded copy of this Agreement to such third party; and

(ii) Satisfying any True-Up Payment that results from a true-up analysis that will be performed by the District Manager prior and as a condition to such transfer. Any transfer that is consummated pursuant to this Section 7(C) shall operate as a release of Developer from its obligations under this Agreement as to such portion of the Series 2023 Assessment Area only arising from and after the date of such transfer and satisfaction of all of the Transfer Conditions including payment of any True-Up Payment due pursuant to subsection 3(B) above, and the transferee shall be deemed to have assumed Developer's obligations in accordance herewith and shall be deemed the "Developer" from and after such transfer for all purposes as to such portion of the Series 2023 Assessment Area so transferred. Regardless of whether the condition of this subsection is met, any transferee, other than those specified in subsection B., above, shall take title subject to the terms of this Agreement.

SECTION 8. AMENDMENT. This Agreement shall constitute the entire agreement between the Parties and may be modified in writing only by the mutual agreement of all Parties.

SECTION 9. TERMINATION. This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party, provided, however, that this Agreement and the covenants contained herein may not be terminated or released prior to platting and development of all the Series 2023 Assessment Area without the prior written consent of the Trustee on behalf and acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2023 Bonds then outstanding.

SECTION 10. NEGOTIATION AT ARM'S LENGTH. This Agreement has been negotiated fully between the Parties as an arms-length transaction. The Parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the Parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

SECTION 11. THIRD PARTY BENEFICIARIES. Except as otherwise provided in this Section 11 with respect to the Trustee, this Agreement is solely for the benefit of the District and Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the 2023 Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this

Agreement. This Agreement may not be assigned or materially amended without the consent of the Trustee, acting at the direction of the Bondholders owning a majority of the aggregate principal amount of the Series 2023 Bonds then outstanding, which consent shall not be unreasonably withheld.

SECTION 12. LIMITATIONS ON GOVERNMENTAL LIABILITY. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

SECTION 13. APPLICABLE LAW AND VENUE. This Agreement and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Clay County, Florida, and applicable Federal courts.

SECTION 14. PUBLIC RECORDS. Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and may require treatment as such in accordance with Florida law.

SECTION 15. EXECUTION IN COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute 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.

SECTION 16. EFFECTIVE DATE. This Agreement shall be effective August 1, 2023.

[Remainder of this page left intentionally blank]

IN WITNESS WHEREOF, the Parties execute this Agreement as set forth below.

Witnesses:

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

Name: _____

Philip A. Fremento
Vice President

Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this ___ day of _____, 2023, by Philip A. Fremento, as Vice President of D.R. Horton, Inc. - Jacksonville, a Delaware corporation, on behalf of the company. He/She is ___ personally known to me or ___ produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of
Notary Public)

Witnesses:

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Name: _____

Name: _____

Robert S. Porter
Chairperson, Board of Supervisors

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization this _____ day of _____, 2023, by Robert S. Porter, as Chairperson of the Cross Creek North Community Development District. He is ___ personally known to me or ___ produced _____ (type of identification) as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(Print, Type or Stamp Commissioned Name of
Notary Public)

Exhibit A

Legal Description of Series 2023 Assessment Area

Phase 2D-2

A portion of Florida Farmer's Land Company's Subdivision, as recorded in Plat Book 1, page 49, of the Public Records of Clay County, Florida, lying within Section 46 of the Moses E. Levy Grant, Township 5 South, Range 26 East, of said county, also being a portion of those lands described and recorded in Official Records Book 2843, page 583, of said Public Records, being more particularly described as follows:

For a Point of Beginning, commence at the Southwesterly corner of Lot 852, as depicted on Cross Creek Unit 2C, recorded in Plat Book 67, pages 1 through 11, of said Public Records; thence South 72°20'19" East, along the boundary line of said Cross Creek Unit 2C, a distance of 174.40 feet; thence South 37°17'08" West, continuing along said boundary line, 218.89 feet to a point lying on the Northerly line of Tract "C", as depicted on Cross Creek Unit 2B-1, recorded in Plat Book 66, pages 1 through 10, of said Public Records; thence along said Northerly line the following 5 courses: Course 1, thence Westerly along the arc of a non-tangent curve concave Southerly having a radius of 75.00 feet, through a central angle of 60°51'28", an arc length of 79.66 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 83°08'35" West, 75.97 feet; Course 2, thence Westerly along the arc of a curve concave Northerly having a radius of 275.00 feet, through a central angle of 41°14'00", an arc length of 197.91 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 87°02'41" West, 193.66 feet; Course 3, thence North 72°20'19" West, 6.81 feet to the point of curvature of a curve concave Northeasterly having a radius of 650.00 feet; Course 4, thence Northwesterly along the arc of said curve, through a central angle of 13°19'51", an arc length of 151.23 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of North 65°40'24" West, 150.89 feet; Course 5, thence Westerly along the arc of a curve concave Southerly having a radius of 50.00 feet, through a central angle of 70°25'50", an arc length of 61.46 feet to the Easterly most corner of Cross Creek Unit 2A, as recorded in Plat Book 64, pages 55 through 63, of said Public Records, said arc being subtended by a chord bearing and distance of South 85°46'37" West, 57.67 feet; thence Northwesterly along the boundary line of said Cross Creek Unit 2A the following 9 courses: Course 1, thence North 37°58'13" West, along a non-tangent line, 209.72 feet; Course 2, thence North 40°50'36" West, 123.83 feet; Course 3, thence North 51°55'58" West, 120.00 feet; Course 4, thence South 38°04'02" West, 12.30 feet to the point of curvature of a curve concave Northwesterly having a radius of 330.00 feet; Course 5, thence Southwesterly along the arc of said curve, through a central angle of 13°08'14", an arc length of 75.66 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 44°38'09" West, 75.50 feet; Course 6, thence North 38°47'44" West, along a non-tangent line, 60.00 feet to a point on a non-tangent curve concave Northwesterly having a radius of 270.00 feet; Course 7, thence Southwesterly along the arc of said curve, through a central angle of 05°53'27", an arc length of 27.76 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 54°09'00" West, 27.75 feet; Course 8, thence North 32°54'17" West, along a non-tangent line, 125.67 feet; Course 9, thence North 44°59'02" West, 420.95 feet to the Northeasterly corner of Tract "E", as depicted on said Cross Creek Unit 2A; thence North 14°30'36" West, along the Easterly line of said Tract "E" and along the boundary line of Cross Creek Unit 2B-2, as recorded in Plat Book 67, pages 53 through 61, of said Public Records, 291.56 feet; thence continue along said boundary line the following 2 courses: Course 1, thence North 23°07'30" East, 91.35 feet; Course 2, thence North 51°50'04" East, 660.00 feet to a point lying on the boundary line of said Cross Creek Unit 2C; thence along said boundary line the following 24 courses: Course 1, thence South 38°09'56" East, 75.88 feet; Course 2, thence South 45°17'26" East, 80.62 feet; Course 3, thence South 38°09'56" East, 290.00 feet; Course 4, thence North 51°50'04" East, 95.00 feet; Course 5, thence South 38°08'22" East, 60.00 feet; Course 6, thence South 51°50'04" West, 94.33 feet; Course 7, thence South 36°25'33" East, 65.66 feet; Course 8, thence South 33°03'29" East, 56.67 feet; Course 9, thence South 30°39'37" East, 220.80 feet; Course 10, thence South 43°51'45" East, 167.62 feet to a point on a non-tangent curve concave Easterly having a radius of 50.00 feet; Course 11, thence Southerly along the arc of said curve, through a central angle of 76°26'51", an arc length of 66.71 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 07°33'48" West, 61.87 feet; Course 12, thence South 30°39'37" East, 8.20 feet; Course 13, thence South 59°20'23" West, 120.00 feet; Course 14, thence South 30°39'37" East, 35.47 feet; Course 15, thence South 59°20'23" West, 183.31 feet; Course 16, thence South 36°44'34" East, 17.12 feet; Course 17, thence South 33°54'58" East, 44.07 feet; Course 18, thence South 38°40'13" East, 51.12 feet; Course 19, thence South 47°18'36" East, 84.68 feet; Course 20, thence South 62°24'38" East, 77.45 feet; Course 21, thence South 72°20'19" East, 128.56 feet; Course 22, thence North 17°39'41" East, 95.00 feet; Course 23, thence South 72°20'19" East, 60.00 feet; Course 24, thence South 17°39'41" West, 108.56 feet to the Point of Beginning.

Containing 24.09 acres, more or less.

Phase 2E-1

A portion of Florida Farmer's Land Company's Subdivision, as recorded in Plat Book 1, page 48, also being a portion of those lands described and recorded in Official Records Book 2843, page 583, both of the Public Records of Clay County, Florida, lying within Section 46 of the Moses E. Levy Grant, Township 5 South, Range 26 East, being more particularly described as follows:

For a Point of Beginning, commence at the Northerly most corner of Tract "B", as depicted on Cross Creek Unit 2B-2, recorded in Plat Book 67, pages 53 through 61, of said Public Records, said corner lying on the Northeasterly line of Cross Creek Unit 1C, as recorded in Plat Book 64, pages 1 through 11, of said Public Records; thence North 36°39'34" West, along said Northeasterly line, 851.97 feet; thence North 81°42'05" East, departing said Northeasterly line, 1638.73 feet to a point lying on the Westerly line of said Cross Creek Unit 2B-2; thence along said Westerly line the following 27 courses: Course 1, thence South 08°17'55" East, 148.23 feet; Course 2, thence South 81°42'05" West, 20.00 feet; Course 3, thence South 42°35'02" West, 47.68 feet; Course 4, thence South 66°29'23" West, 46.11 feet; Course 5, thence South 78°23'27" West, 28.51 feet; Course 6, thence South 07°04'41" East, 70.68 feet; Course 7, thence South 05°00'29" West, 135.51 feet; Course 8, thence South 84°59'31" East, 116.13 feet; Course 9, thence South 05°00'29" West, 60.00 feet; Course 10, thence North 84°59'31" West, 117.83 feet; Course 11, thence South 05°00'29" West, 133.87 feet to a point on a non-tangent curve concave Southerly having a radius of 50.00 feet; Course 12, thence Westerly along the arc of said curve, through a central angle of 23°04'24", an arc length of 20.14 feet to a point of compound curvature, said arc being subtended by a chord bearing and distance of North 74°01'53" West, 20.00 feet; Course 13, thence Westerly along the arc of a curve concave Southerly having a radius of 1340.00 feet, through a central angle of 03°33'10", an arc length of 83.09 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of North 87°20'40" West, 83.08 feet; Course 14, thence North 89°07'15" West, 53.55 feet to the point of curvature of a curve concave Southeasterly having a radius of 50.00 feet; Course 15, thence Southwesterly along the arc of said curve, through a central angle of 99°52'07", an arc length of 87.15 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 40°56'42" West, 76.53 feet; Course 16, thence South 08°59'22" East, 22.20 feet to the point of curvature of a curve concave Northeasterly having a radius of 190.00 feet; Course 17, thence Southeasterly along the arc of said curve, through a central angle of 29°10'34", an arc length of 96.75 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 23°34'39" East, 95.71 feet; Course 18, thence South 38°09'56" East, 177.69 feet to the point of curvature of a curve concave Northeasterly having a radius of 50.00 feet; Course 19, thence Southeasterly along the arc of said curve, through a central angle of 55°00'29", an arc length of 48.00 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 55°40'10" East, 46.18 feet; Course 20, thence South 03°10'25" East, along a non-tangent line, 11.03 feet; Course 21, thence South 51°50'04" West, 145.00 feet; Course 22, thence South 38°09'56" East, 105.00 feet; Course 23, thence South 51°50'04" West, 60.00 feet; Course 24, thence North 38°09'56" West, 105.00 feet; Course 25, thence South 51°50'04" West, 130.00 feet; Course 26, thence North 76°39'12" West, 45.21 feet; Course 27, thence North 72°15'20" West, 700.61 feet to the Point of Beginning.

Containing 25.67 acres, more or less.

Phase 2E-2

A portion of Florida Farmer's Land Company's Subdivision, as recorded in Plat Book 1, page 49, also being a portion of those lands described and recorded in Official Records Book 2843, page 583, both of the Public Records of Clay County, Florida, lying within Section 46 of the Moses E. Levy Grant, Township 5 South, Range 26 East, being more particularly described as follows:

For a Point of Beginning, commence at the Southerly most corner of Tract "A", as depicted on Cross Creek Unit 2F, recorded in Plat Book 68, pages 41 through 48, of said Public Records, thence Easterly along the Southerly line of said Tract "A" the following 3 courses: Course 1, thence North 53°00'26" East, 1054.12 feet; Course 2, thence South 68°59'21" East, 535.34 feet; Course 3, thence North 79°11'17" East, 811.64 feet to the Southeasterly corner thereof, said corner lying on the Westerly line of Cross Creek Unit 2B-2, as recorded in Plat Book 67, pages 53 through 61, of said Public Records; thence Southerly along said Westerly line the following 14 courses: Course 1, thence Southerly departing said Southerly line and along the arc of a non-tangent curve concave Easterly having a radius of 380.00 feet, through a central angle of 45°19'40", an arc length of 300.63 feet to a point of reverse curvature, said arc being subtended by a chord bearing and distance of South 02°32'31" West, 292.85 feet; Course 2, thence Southerly along the arc of a curve concave Westerly having a radius of 1470.00 feet, through a central angle of 00°12'58", an arc length of 5.54 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 20°00'50" East, 5.54 feet; Course 3, thence South 70°05'39" West, along a non-tangent line, 123.94 feet; Course 4, thence South 47°31'39" West, 98.76 feet; Course 5, thence South 42°28'21" East, 148.08 feet; Course 6, thence South 08°17'55" East, 243.43 feet; Course 7, thence North 81°42'05" East, 90.00 feet to the point of curvature of a curve concave Southwesterly having a radius of 50.00 feet; Course 8, thence Southeasterly along the arc of said curve, through a central angle of 62°04'33", an arc length of 54.17 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 67°15'39" East, 51.56 feet; Course 9, thence North 81°42'05" East, along a non-tangent line, 15.82 feet; Course 10, thence South 08°17'55" East, 207.00 feet to the point of curvature of a curve concave Northwesterly having a radius of 25.00 feet; Course 11, thence Southwesterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to a point on said curve, said arc being subtended by a chord bearing and distance of South 36°42'05" West, 35.36 feet; Course 12, thence South 08°17'55" East, along a non-tangent line, 60.00 feet to a point on a non-tangent curve concave Southwesterly having a radius of 25.00 feet; Course 13, thence Southeasterly along the arc of said curve, through a central angle of 90°00'00", an arc length of 39.27 feet to the point of tangency of said curve, said arc being subtended by a chord bearing and distance of South 53°17'55" East, 35.36 feet; Course 14, thence South 08°17'55" East, 182.72 feet; thence South 81°42'05" West, departing said Westerly line, 1638.73 feet to a point lying on the Northeasterly line of Cross Creek Unit 1C, as recorded in Plat Book 64, pages 1 through 11, of said Public Records; thence North 36°59'34" West, along said Northeasterly line, 1124.10 feet to the Point of Beginning.

Containing 55.42 acres, more or less.

Phase 2D-1

Lots 524 – 573 of Cross Creek Unit 2D-1 as recorded in Plat Book 70, Page 18 of Clay County, Florida.

Phase 2F

Lots 1088 – 1200 of Cross Creek Unit F as recorded in Plat Book 68, Page 41 of Clay County, Florida.

Exhibit B

*Final Supplemental Special Assessment Allocation Report, Special Assessment Bonds,
Series 2023, dated July 21, 2023*

RESOLUTION 2023-15

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2023-09 APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Cross Creek North Community Development District (“**District**”) is a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes*, for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure improvements; and

WHEREAS, on April 11, 2023, at a duly noticed public meeting, the District’s Board of Supervisors (“**Board**”) adopted Resolution 2023-09, approving the proposed budget for Fiscal Year 2023/2024 (“**Proposed Budget**”), and setting a public hearing on the Proposed Budget for August 8, 2023, at 3:30 p.m., at the Cross Creek North Amenity Center, 2895 Big Oak Drive, Green Cove Springs, Florida 32043; and

WHEREAS, the Board hereby considers and approves an amended Proposed Budget to reflect changes in the District’s anticipated revenue sources (“**Amended Proposed Budget**”), as reflected in the Amended Proposed Budget, attached hereto as **Exhibit A**, which Amended Proposed Budget will be funded by levy of special assessments pursuant to Chapters 190 and 197, *Florida Statutes* (“**Assessments**”).

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

SECTION 1. AMENDED PROPOSED BUDGET. Resolution 2023-09 is hereby amended to reflect the approval of the Amended Proposed Budget for Fiscal Year 2023/2024.

SECTION 2. RESOLUTION 2023-09 OTHERWISE REMAINS IN FULL FORCE AND EFFECT. Except as otherwise provided herein, all of the provisions of Resolution 2023-09 continue in full force and effect.

SECTION 3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 4. TRANSMITTAL OF PROPOSED BUDGETS TO LOCAL GENERAL PURPOSE GOVERNMENT. The District Manager is hereby directed to submit a copy of the Amended

Proposed Budget to Clay County immediately upon approval of this Resolution as a supplement to the Proposed Budget which was submitted at least sixty (60) days prior to the public hearing date for adoption of the same.

SECTION 5. EFFECTIVE DATE. This Resolution shall take effect upon its passage and adoption by the Board.

PASSED AND ADOPTED this ____ day of _____ 2023.

ATTEST:

**CROSS CREEK NORTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

Exhibit A: Amended Proposed Budget for Fiscal Year 2023/2024

Exhibit A

Amended Proposed Budget for Fiscal Year 2023/2024



Rizzetta & Company

Cross Creek North Community Development District

www.crosscreeknorthcdd.org

Amended Proposed Budget for Fiscal Year 2023/2024

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Rizzetta & Company

Proposed Budget
Cross Creek North Community Development District
General Fund
Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 02/28/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
1								
2	REVENUES							
3	Special Assessments							
4	Tax Roll*	\$ 642,082	\$ 650,192	\$ 650,192	\$ -	\$ 1,218,204	\$ 568,012	To be Updated Prior To Public Hearing
5	Off Roll*	\$ 70,930	\$ 94,573	\$ 94,573	\$ -	\$ 18,814	\$ (75,759)	To be Updated Prior To Public Hearing
6	RV/Boat Storage	\$ -	\$ -	\$ -	\$ -	\$ 79,440	\$ 79,440	Opening of RV/Boat Storage Facility
7	TOTAL REVENUES	\$ 713,012	\$ 744,765	\$ 744,765	\$ -	\$ 1,316,458	\$ 571,693	
8								
9	Balance Forward from Prior Year	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
10								
11	TOTAL REVENUES AND BALANCE FORWARD	\$ 713,012	\$ 744,765	\$ 744,765	\$ -	\$ 1,316,458	\$ 571,693	
12								
13	*Allocation of assessments between the Tax Roll and Off Roll are estimates only and subject to change prior to certification.							
14								
15	EXPENDITURES - ADMINISTRATIVE							
16								
17	Legislative							
18	Supervisor Fees	\$ 1,800	\$ 5,800	\$ 6,000	\$ 200	\$ 6,000	\$ -	Based on Six Meeting Schedule
19	Financial & Administrative							
20	Administrative Services	\$ 2,068	\$ 4,964	\$ 4,964	\$ -	\$ 5,212	\$ 248	
21	District Management	\$ 9,239	\$ 22,173	\$ 22,173	\$ -	\$ 23,282	\$ 1,109	
22	District Engineer	\$ 2,500	\$ 8,800	\$ 15,000	\$ 6,200	\$ 15,000	\$ -	
23	Disclosure Report	\$ 6,000	\$ 6,000	\$ 6,000	\$ -	\$ 6,000	\$ -	Includes Series 2018 & 2022
24	Trustees Fees	\$ 4,714	\$ 5,000	\$ 5,000	\$ -	\$ 5,000	\$ -	

Proposed Budget
Cross Creek North Community Development District
General Fund
Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 02/28/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
25	Assessment Roll	\$ 5,515	\$ 5,516	\$ 5,516	\$ -	\$ 5,791	\$ 275	
26	Financial & Revenue Collections	\$ 1,655	\$ 3,971	\$ 3,971	\$ -	\$ 4,170	\$ 199	
27	Accounting Services	\$ 8,273	\$ 19,856	\$ 19,856	\$ -	\$ 20,849	\$ 993	
28	Auditing Services	\$ -	\$ 5,600	\$ 4,700	\$ (900)	\$ 7,200	\$ 2,500	Auditor Increased Fee w/Series 2022 Bond Issuance. Have Increased Budget for Series 2023 Issuance.
29	Arbitrage Rebate Calculation	\$ 450	\$ 900	\$ 900	\$ -	\$ 900	\$ -	
30	Public Officials Liability Insurance	\$ 2,733	\$ 2,733	\$ 3,050	\$ 317	\$ 3,279	\$ 229	
31	Legal Advertising	\$ 1,033	\$ 3,500	\$ 3,500	\$ -	\$ 3,500	\$ -	
32	Dues, Licenses & Fees	\$ 175	\$ 175	\$ 175	\$ -	\$ 175	\$ -	
33	Miscellaneous Fees	\$ 65	\$ 1,500	\$ 1,000	\$ (500)	\$ 1,000	\$ -	Printed Agendas & Mailed Notice
34	Website Hosting, Maintenance, Backup	\$ 1,269	\$ 2,738	\$ 3,738	\$ 1,000	\$ 2,738	\$ (1,000)	
35	Legal Counsel							
36	District Counsel	\$ 8,017	\$ 19,241	\$ 20,000	\$ 759	\$ 20,000	\$ -	
37								
38	Administrative Subtotal	\$ 55,506	\$ 118,467	\$ 125,543	\$ 7,076	\$ 130,096	\$ 4,553	
39								
40	OPERATIONS							
41								
42	Electric Utility Services							
43	Utility Services /Recreational Facility /Entry	\$ 18,118	\$ 48,108	\$ 50,000	\$ 1,892	\$ 55,644	\$ 5,644	Proposed Estimating Second Amenity Facility and RV/Boat Storage Facility
44	Garbage/Solid Waste Control Services							
45	Garbage - Recreation Facility	\$ 676	\$ 2,300	\$ 3,500	\$ 1,200	\$ 3,600	\$ 100	Proposed to Include Estimate for Larger Dumpster or Second Dumpster to Accommodate Second Amenity Facility
46	Water-Sewer Combination Services							

**Proposed Budget
Cross Creek North Community Development District
General Fund
Fiscal Year 2023/2024**

	Chart of Accounts Classification	Actual YTD through 02/28/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
47	Utility Services	\$ 11,615	\$ 40,835	\$ 55,000	\$ 14,165	\$ 57,403	\$ 2,403	Projected to Include 21 Current Meters. FY 23/24 Proposed to To Include Estimated Amount for Additional Amenity Facility and Additional Irrigation Meters.
48	Stormwater Control							
49	Aquatic Maintenance	\$ 9,600	\$ 27,690	\$ 35,000	\$ 7,310	\$ 32,340	\$ (2,660)	Based on 25 Ponds and Renewal Proposal from Current Vendor
50	Fountain Service Repairs & Maintenance	\$ -	\$ 2,500	\$ 2,500	\$ -	\$ 2,500	\$ -	Two Pond Fountains. PM Agreement
51	Miscellaneous Expense	\$ -	\$ 2,000	\$ 2,000	\$ -	\$ 2,500	\$ 500	Barriers/Carp?
52	Other Physical Environment							
53	General Liability/Property Insurance	\$ 26,525	\$ 37,347	\$ 37,347	\$ -	\$ 67,630	\$ 30,283	Reflects Estimated Amount for Additional Property to be Added Summer FY 22/23 as well as Potential Estimated Increase from Carrier
54	Entry & Walls Maintenance	\$ -	\$ 5,000	\$ 6,250	\$ 1,250	\$ 6,250	\$ -	Entry Monuments
55	Landscape & Irrigation Maintenance Contract	\$ 61,340	\$ 173,517	\$ 155,500	\$ (18,017)	\$ 225,000	\$ 69,500	Proposed to Include Estimated Amounts for Additional Phases FY 23/24.
56	Irrigation Repairs	\$ -	\$ 4,500	\$ 8,000	\$ 3,500	\$ 8,000	\$ -	
57	Landscape Replacement Plants, Shrubs, Trees	\$ -	\$ 10,000	\$ 10,000	\$ -	\$ 10,000	\$ -	
58	Road & Street Facilities							
59	Street Light Maintenance - Decorative Lights	\$ -	\$ 1,000	\$ 1,500	\$ 500	\$ 1,500	\$ -	Estimated to Include Expanded Parking Areas
60	Road, Sidewalk Repair & Maintenance	\$ 2,310	\$ 2,310	\$ 1,500	\$ (810)	\$ 1,500	\$ -	Roundabout Striping FY 22/23
61	Parking Lot Repair & Maintenance		\$ -	\$ 500	\$ 500	\$ 500	\$ -	
62	Parks & Recreation							

Proposed Budget
Cross Creek North Community Development District
General Fund
Fiscal Year 2023/2024

	Chart of Accounts Classification	Actual YTD through 02/28/23	Projected Annual Totals 2022/2023	Annual Budget for 2022/2023	Projected Budget variance for 2022/2023	Budget for 2023/2024	Budget Increase (Decrease) vs 2022/2023	Comments
63	Amenity Management Contract	\$ 31,404	\$ 154,942	\$ 130,000	\$ (24,942)	\$ 393,660	\$ 263,660	Propjected and Proposed to Include Estimated Amount Provided By Vesta to Include Expanded Amenity Facilities
64	Amenity Maintenance & Repair	\$ -		\$ 15,000	\$ 15,000	\$ 15,000	\$ -	
65	Amenity Facility Supplies	\$ 2,267	\$ 5,441	\$ 5,500	\$ 59	\$ 11,000	\$ 5,500	Proposed Estimated Amounts to Include Expanded Amenity Facility
66	Pool Permits	\$ -	\$ 625	\$ 625	\$ -	\$ 625	\$ -	To Include 3 Permits (two pools and one activity pool)
67	Pool Chemicals & Repairs	\$ 4,338	\$ 10,411	\$ 20,000	\$ 9,589	\$ 26,280	\$ 6,280	Proposed To Include Estimated Amount for 2 Pools and 1 Activity Pool
68	Fitness Equipment Maintenance & Repairs	\$ 520	\$ 1,248	\$ 1,000	\$ (248)	\$ 1,000	\$ -	Includes PM Agreement
69	Amenity Facility Janitorial Supplies	\$ -	\$ 3,000	\$ 5,000	\$ 2,000	\$ 6,500	\$ 1,500	Proposed To Include Estimated Amount for Expanded Amenities
70	Security Camera System Maintenance & Repairs	\$ -	\$ 1,350	\$ 3,000	\$ 1,650	\$ 3,000	\$ -	Includes Monthly Cloud Fees & Access Cards Also.
71	Cable Television, Internet, Phone	\$ 1,906	\$ 3,931	\$ 4,000	\$ 69	\$ 4,000	\$ -	Estimated to Include Expanded Amenities
72	Pressure Washing	\$ -	\$ 8,000	\$ 8,000	\$ -	\$ 15,000	\$ 7,000	Proposed to Include Common Area Sidewalks - Estimate Only
73	Playground Equipment and Maintenance	\$ -	\$ 500	\$ 500	\$ -	\$ 500	\$ -	
74	Pest Control & Termite Bond	\$ 578	\$ 2,287	\$ 2,000	\$ (287)	\$ 2,500	\$ 500	
75	Athletic/Park Court/Field Maintenance & Repairs	\$ -	\$ 7,500	\$ 2,500	\$ (5,000)	\$ 2,500	\$ -	Playground Mulch? Volleyball Sand?

Cross Creek North Community Development District
Debt Service
Fiscal Year 2023/2024

Chart of Accounts Classification	Series 2018	Series 2022	Budget for 2023/2024
REVENUES			
Special Assessments			
Net Special Assessments ⁽¹⁾	\$543,502.04	\$903,425.00	\$1,446,927.04
TOTAL REVENUES	\$543,502.04	\$903,425.00	\$1,446,927.04
EXPENDITURES			
Administrative			
Financial & Administrative			
Debt Service Obligation	\$543,502.04	\$903,425.00	\$1,446,927.04
Administrative Subtotal	\$543,502.04	\$903,425.00	\$1,446,927.04
TOTAL EXPENDITURES	\$543,502.04	\$903,425.00	\$1,446,927.04
EXCESS OF REVENUES OVER EXPENDITURES	\$0.00	\$0.00	\$0.00

Clay County Collection Costs (2%) and Early Payment Discounts (4%):

6.0%

Gross assessments

\$1,538,792.43

Notes:

Tax Roll Collection Costs for clay County are 6.0% of Tax Roll. Budgeted net of tax roll assessments. See Assessment Table.

⁽¹⁾ Maximum Annual Debt Service less any Prepayments Received

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M & DEBT SERVICE ASSESSMENT SCHEDULE

2023/2024 O&M Budget		\$1,237,018.00
Collection Costs	2%	\$26,319.53
Early Payment Discounts	4%	\$52,639.06
2023/2024 Total		<u>\$1,315,976.60</u>

2022/2023 O&M Budget	\$744,765.00
2023/2024 O&M Budget	\$1,237,018.00
Total Difference	<u>\$492,253.00</u>

	PER UNIT ANNUAL ASSESSMENT		Proposed Increase / Decrease	
	2022/2023	2023/2024	\$	%
PLATTED				
Series 2018 Debt Service - Single Family 40'	\$1,398.79	\$1,398.79	\$0.00	0.00%
Operations/Maintenance	\$796.89	\$1,165.43	\$368.54	46.25%
Total	\$2,195.68	\$2,564.22	\$368.54	16.78%
Series 2018 Debt Service - Single Family 50'	\$1,398.79	\$1,398.79	\$0.00	0.00%
Operations/Maintenance	\$796.89	\$1,165.43	\$368.54	46.25%
Total	\$2,195.68	\$2,564.22	\$368.54	16.78%
Series 2018 Debt Service - Single Family 60'	\$1,398.79	\$1,398.79	\$0.00	0.00%
Operations/Maintenance	\$796.89	\$1,165.43	\$368.54	46.25%
Total	\$2,195.68	\$2,564.22	\$368.54	16.78%
Series 2018 Debt Service - Single Family 70'	\$1,398.79	\$1,398.79	\$0.00	0.00%
Operations/Maintenance	\$796.89	\$1,165.43	\$368.54	46.25%
Total	\$2,195.68	\$2,564.22	\$368.54	16.78%

FUTURE LOTS

PLATTED				
Series 2022 Debt Service - Single Family 40'	\$1,799.79	\$1,799.79	\$0.00	0.00%
Operations/Maintenance - Single Family 40'	\$796.89	\$1,165.43	\$368.54	46.25%
Total	\$2,596.68	\$2,965.22	\$368.54	14.19%
Series 2022 Debt Service - Single Family 50'	\$1,799.79	\$1,799.79	\$0.00	0.00%
Operations/Maintenance - Single Family 50'	\$796.89	\$1,165.43	\$368.54	46.25%

Total	\$2,596.68	\$2,965.22	\$368.54	14.19%
Series 2022 Debt Service - Single Family 60'	\$1,799.79	\$1,799.79	\$0.00	0.00%
Operations/Maintenance - Single Family 60'	\$796.89	\$1,165.43	\$368.54	46.25%
Total	\$2,596.68	\$2,965.22	\$368.54	14.19%
Operations/Maintenance - Single Family 40' ⁽¹⁾	\$102.74	\$1,165.43	\$1,062.69	1034.35%
Total	\$102.74	\$1,165.43	\$1,062.69	1034.35%
Operations/Maintenance - Single Family 50' ⁽¹⁾	\$102.74	\$1,165.43	\$1,062.69	1034.35%
Total	\$102.74	\$1,165.43	\$1,062.69	1034.35%
UNPLATTED				
Operations/Maintenance - Single Family 40'	\$102.74	\$106.46	\$3.72	3.62%
Total	\$102.74	\$106.46	\$3.72	3.62%
Operations/Maintenance - Single Family 50'	\$102.74	\$106.46	\$3.72	3.62%
Total	\$102.74	\$106.46	\$3.72	3.62%

(1) Newly platted lots will be assessed the field portion of the budget beginning Fiscal year 2023-2024.

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

FISCAL YEAR 2023/2024 O&M ASSESSMENT SCHEDULE

TOTAL O&M BUDGET		\$1,237,018.00
COLLECTION COSTS @	2%	\$26,319.53
EARLY PAYMENT DISCOUNT @	4%	\$52,639.06
TOTAL O&M ASSESSMENT		<u>\$1,315,976.60</u>

TOTAL ADMINISTRATIVE BUDGET		\$130,096.00	TOTAL FIELD BUDGET		\$1,106,922.00
COLLECTION COSTS @	2%	\$2,768.00	COLLECTION COSTS @	2%	\$23,551.53
EARLY PAYMENT DISCOUNT @	4%	\$5,536.00	EARLY PAYMENT DISCOUNT @	4%	\$0.00
TOTAL O&M ASSESSMENT		<u>\$138,400.00</u>	TOTAL O&M ASSESSMENT		<u>\$1,177,576.60</u>

LOT SIZE	UNITS ASSESSED			ALLOCATION OF ADMIN O&M ASSESSMENT				ALLOCATION OF FIELD O&M ASSESSMENT					PER LOT ANNUAL ASSESSMENT				
	O&M	SERIES 2018 DEBT SERVICE ⁽¹⁾	SERIES 2022 DEBT SERVICE ⁽¹⁾	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL ADMIN BUDGET	PER UNIT ADMIN	EAU FACTOR	TOTAL EAU's	% TOTAL EAU's	TOTAL FIELD BUDGET	PER UNIT FIELD	O&M	SERIES 2018 DEBT SERVICE ⁽²⁾	SERIES 2022 DEBT SERVICE ⁽²⁾	TOTAL ⁽³⁾
Platted																	
Single Family 40'	98	98	0	1.00	98.00	7.54%	\$10,433.23	\$106.46	1.00	98.00	8.81%	\$103,779.23	\$1,058.97	\$1,165.43	\$1,398.79	\$0.00	\$2,564.22
Single Family 50'	197	196	0	1.00	197.00	15.15%	\$20,972.92	\$106.46	1.00	197.00	17.72%	\$208,617.44	\$1,058.97	\$1,165.43	\$1,398.79	\$0.00	\$2,564.22
Single Family 60'	15	14	0	1.00	15.00	1.15%	\$1,596.92	\$106.46	1.00	15.00	1.35%	\$15,884.58	\$1,058.97	\$1,165.43	\$1,398.79	\$0.00	\$2,564.22
Single Family 70'	105	105	0	1.00	105.00	8.08%	\$11,178.46	\$106.46	1.00	105.00	9.44%	\$111,192.03	\$1,058.97	\$1,165.43	\$1,398.79	\$0.00	\$2,564.22
Single Family 40'	215	0	215	1.00	215.00	16.54%	\$22,889.23	\$106.46	1.00	215.00	19.33%	\$227,678.93	\$1,058.97	\$1,165.43	\$0.00	\$1,799.79	\$2,965.22
Single Family 50'	231	0	231	1.00	231.00	17.77%	\$24,592.62	\$106.46	1.00	231.00	20.77%	\$244,622.48	\$1,058.97	\$1,165.43	\$0.00	\$1,799.79	\$2,965.22
Single Family 60'	88	0	88	1.00	88.00	6.77%	\$9,368.62	\$106.46	1.00	88.00	7.91%	\$93,189.51	\$1,058.97	\$1,165.43	\$0.00	\$1,799.79	\$2,965.22
Single Family 40'	71	0	0	1.00	71.00	5.46%	\$7,558.77	\$106.46	1.00	71.00	6.38%	\$75,186.99	\$1,058.97	\$1,165.43	\$0.00	\$0.00	\$1,165.43
Single Family 50'	92	0	0	1.00	92.00	7.08%	\$9,794.46	\$106.46	1.00	92.00	8.27%	\$97,425.40	\$1,058.97	\$1,165.43	\$0.00	\$0.00	\$1,165.43
Unplatted																	
Single Family 40'	78	0	0	1.00	78.00	6.00%	\$8,304.00	\$106.46	0.00	0.00	0.00%	\$0.00	\$0.00	\$106.46	\$0.00	\$0.00	\$106.46
Single Family 50'	110	0	0	1.00	110.00	8.46%	\$11,710.77	\$106.46	0.00	0.00	0.00%	\$0.00	\$0.00	\$106.46	\$0.00	\$0.00	\$106.46
Total Community	1300	413	534		1300.00	100.00%	\$138,400.00			1112.00	100.00%	\$1,177,576.60					

LESS: Clay County Collection Costs (2%) and Early Payment Discounts (4%):

(\$8,304.00) **(\$70,654.60)**

Net Revenue to be Collected:

\$130,096.00 **\$1,106,922.00**

⁽¹⁾ Reflects the number of total lots with Series 2018 and Series 2022 debt outstanding.

⁽²⁾ Annual debt service assessment per lot adopted in connection with the Series 2018 and Series 2022 bond issue. Annual assessment includes principal, interest, Clay County collection costs and early payment discounts.

⁽³⁾ Annual assessment that will appear on November 2023 Clay County property tax bill. Amount shown includes all applicable collection costs and early payment discounts (up to 4% if paid early).

GENERAL FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The General Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all General Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Interest Earnings: The District may earn interest on its monies in the various operating accounts.

Tax Roll: The District levies Non-Ad Valorem Special Assessments on all of the assessable property within the District to pay for operating expenditures incurred during the Fiscal Year. The assessments may be collected in two ways. The first is by placing them on the County's Tax Roll, to be collected with the County's Annual Property Tax Billing. This method is only available to land properly platted within the time limits prescribed by the County.

Off Roll: For lands not on the tax roll and that is by way of a direct bill from the District to the appropriate property owner.

Developer Contributions: The District may enter into a funding agreement and receive certain prescribed dollars from the Developer to off-set expenditures of the District.

Event Rental: The District may receive monies for event rentals for such things as weddings, birthday parties, etc.

Miscellaneous Revenues: The District may receive monies for the sale or provision of electronic access cards, entry decals etc.

Facilities Rentals: The District may receive monies for the rental of certain facilities by outside sources, for such items as office space, snack bar/restaurants etc.



EXPENDITURES – ADMINISTRATIVE:

Supervisor Fees: The District may compensate its supervisors within the appropriate statutory limits of \$200.00 maximum per meeting within an annual cap of \$4,800.00 per supervisor.

Administrative Services: The District will incur expenditures for the day to today operation of District matters. These services include support for the District Management function, recording and preparation of meeting minutes, records retention and maintenance in accordance with Chapter 119, Florida Statutes, and the District's adopted Rules of Procedure, preparation and delivery of agenda, overnight deliveries, facsimiles and phone calls.

District Management: The District as required by statute, will contract with a firm to provide for management and administration of the District's day to day needs. These service include the conducting of board meetings, workshops, overall administration of District functions, all required state and local filings, preparation of annual budget, purchasing, risk management, preparing various resolutions and all other secretarial duties requested by the District throughout the year is also reflected in this amount.

District Engineer: The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of construction invoices and all other engineering services requested by the district throughout the year.

Disclosure Report: The District is required to file quarterly and annual disclosure reports, as required in the District's Trust Indenture, with the specified repositories. This is contracted out to a third party in compliance with the Trust Indenture.

Trustee's Fees: The District will incur annual trustee's fees upon the issuance of bonds for the oversight of the various accounts relating to the bond issues.

Assessment Roll: The District will contract with a firm to prepare, maintain and certify the assessment roll(s) and annually levy a non-ad valorem assessment for operating and debt service expenses.

Financial & Revenue Collections: Services of the Collection Agent include all functions necessary for the timely billing and collection and reporting of District assessments in order to ensure adequate funds to meet the District's debt service and operations and maintenance obligations. The Collection Agent also maintains and updates the District's lien book(s) annually and provides for the release of liens on property after the full collection of bond debt levied on particular properties.

Accounting Services: Services include the preparation and delivery of the District's financial statements in accordance with Governmental Accounting Standards, accounts payable and accounts receivable functions, asset tracking, investment tracking, capital program administration and requisition processing, filing of annual reports required by the State of Florida and monitoring of trust account activity.

Auditing Services: The District is required annually to conduct an audit of its financial records by an Independent Certified Public Accounting firm, once it reaches certain revenue and expenditure levels, or has issued bonds and incurred debt.



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Arbitrage Rebate Calculation: The District is required to calculate the interest earned from bond proceeds each year pursuant to the Internal Revenue Code of 1986. The Rebate Analyst is required to verify that the District has not received earnings higher than the yield of the bonds.

Travel: Each Board Supervisor and the District Staff are entitled to reimbursement for travel expenses per Florida Statutes 190.006(8).

Public Officials Liability Insurance: The District will incur expenditures for public officials' liability insurance for the Board and Staff.

Legal Advertising: The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to meeting schedules, special meeting notices, and public hearings, bidding etc. for the District based on statutory guidelines

Bank Fees: The District will incur bank service charges during the year.

Dues, Licenses & Fees: The District is required to pay an annual fee to the Department of Economic Opportunity, along with other items which may require licenses or permits, etc.

Miscellaneous Fees: The District could incur miscellaneous throughout the year, which may not fit into any standard categories.

Website Hosting, Maintenance and Email: The District may incur fees as they relate to the development and ongoing maintenance of its own website along with possible email services if requested.

District Counsel: The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts and all other legal services requested by the district throughout the year.

EXPENDITURES - FIELD OPERATIONS:

Deputy Services: The District may wish to contract with the local police agency to provide security for the District.

Security Services and Patrols: The District may wish to contract with a private company to provide security for the District.

Electric Utility Services: The District will incur electric utility expenditures for general purposes such as irrigation timers, lift station pumps, fountains, etc.

Street Lights: The District may have expenditures relating to street lights throughout the community. These may be restricted to main arterial roads or in some cases to all street lights within the District's boundaries.



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Utility - Recreation Facility: The District may budget separately for its recreation and or amenity electric separately.

Gas Utility Services: The District may incur gas utility expenditures related to district operations at its facilities such as pool heat etc.

Garbage - Recreation Facility: The District will incur expenditures related to the removal of garbage and solid waste.

Solid Waste Assessment Fee: The District may have an assessment levied by another local government for solid waste, etc.

Water-Sewer Utility Services: The District will incur water/sewer utility expenditures related to district operations.

Utility - Reclaimed: The District may incur expenses related to the use of reclaimed water for irrigation.

Aquatic Maintenance: Expenses related to the care and maintenance of the lakes and ponds for the control of nuisance plant and algae species.

Fountain Service Repairs & Maintenance: The District may incur expenses related to maintaining the fountains within throughout the Parks & Recreational areas

Lake/Pond Bank Maintenance: The District may incur expenditures to maintain lake banks, etc. for the ponds and lakes within the District's boundaries, along with planting of beneficial aquatic plants, stocking of fish, mowing and landscaping of the banks as the District determines necessary.

Wetland Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various wetlands and waterways by other governmental entities.

Mitigation Area Monitoring & Maintenance: The District may be required to provide for certain types of monitoring and maintenance activities for various mitigation areas by other governmental entities.

Aquatic Plant Replacement: The expenses related to replacing beneficial aquatic plants, which may or may not have been required by other governmental entities.

General Liability Insurance: The District will incur fees to insure items owned by the District for its general liability needs

Property Insurance: The District will incur fees to insure items owned by the District for its property needs

Entry and Walls Maintenance: The District will incur expenditures to maintain the entry monuments and the fencing.



Landscape Maintenance: The District will incur expenditures to maintain the rights-of-way, median strips, recreational facilities including pond banks, entryways, and similar planting areas within the District. These services include but are not limited to monthly landscape maintenance, fertilizer, pesticides, annuals, mulch, and irrigation repairs.

Irrigation Maintenance: The District will incur expenditures related to the maintenance of the irrigation systems.

Irrigation Repairs: The District will incur expenditures related to repairs of the irrigation systems.

Landscape Replacement: Expenditures related to replacement of turf, trees, shrubs etc.

Field Services: The District may contract for field management services to provide landscape maintenance oversight.

Miscellaneous Fees: The District may incur miscellaneous expenses that do not readily fit into defined categories in field operations.

Gate Phone: The District will incur telephone expenses if the District has gates that are to be opened and closed.

Street/Parking Lot Sweeping: The District may incur expenses related to street sweeping for roadways it owns or are owned by another governmental entity, for which it elects to maintain.

Gate Facility Maintenance: Expenses related to the ongoing repairs and maintenance of gates owned by the District if any.

Sidewalk Repair & Maintenance: Expenses related to sidewalks located in the right of way of streets the District may own if any.

Roadway Repair & Maintenance: Expenses related to the repair and maintenance of roadways owned by the District if any.

Miscellaneous Fees: Monies collected and allocated for fees that the District could incur throughout the year, which may not fit into any standard categories.

Miscellaneous Contingency: Monies collected and allocated for expenses that the District could incur throughout the year, which may not fit into any standard categories.

Capital Outlay: Monies collected and allocated for various projects as they relate to public improvements.



DEBT SERVICE FUND BUDGET ACCOUNT CATEGORY DESCRIPTION

The Debt Service Fund Budget Account Category Descriptions are subject to change at any time depending on its application to the District. Please note, not all Debt Service Fund Budget Account Category Descriptions are applicable to the District indicated above. Uses of the descriptions contained herein are intended for general reference.

REVENUES:

Special Assessments: The District may levy special assessments to repay the debt incurred by the sale of bonds to raise working capital for certain public improvements. The assessments may be collected in the same fashion as described in the Operations and Maintenance Assessments.

EXPENDITURES – ADMINISTRATIVE:

Bank Fees: The District may incur bank service charges during the year.

Debt Service Obligation: This would a combination of the principal and interest payment to satisfy the annual repayment of the bond issue debt.

