



Rizzetta & Company

Cross Creek North Community Development District

**Board of Supervisors' Meeting
November 14, 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

November 7, 2023

AGENDA

Dear Board Members:

The **regular** meeting of the Board of Supervisors of the Cross Creek North Community Development District will be held on **November 14, 2023 at 3:00 p.m.** at the Cross Creek North Amenity Center located at 2895 Big Oak Drive, Green Cove Springs, FL 32043. The following is the 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 September 12, 2023.....Tab 1
 - B. Ratification of Operation and Maintenance Expenditures for August 2023Tab 2
4. **STAFF REPORTS**
 - A. District Counsel
 - B. District Engineer
 1. Update on Speed Limit Signage
 - C. Amenity Manager/Field Operations ManagerTab 3
 1. Charles Aquatics Service ReportTab 4
 - i. Consideration of Charles Aquatics Proposal for Pond 13 TreatmentTab 5
 - D. Landscape ReportTab 6
 - E. District Manager
 1. September 2023 FinancialsTab 7
5. **BUSINESS ITEMS**
 - A. Consideration of Greenpoint Enhancement ProposalsTab 8
 - B. Ratification of Unit 1A ROW ConveyanceTab 9
 - C. Ratification of the District's Insurance Policy RenewalTab 10
 - D. Consideration of Proposal to Install Pool Chemical Feed LineTab 11
 - E. Ratification of Approval of Revised Request for Easement VarianceTab 12
 - F. Consideration of Property Damage Release (under separate cover)
 - G. Consideration of Oak Wells Proposal for Pool Tile Repair.....Tab 13
 - H. Consideration of Cross Creek North CDD RV/Boat Storage Policies.....Tab 14
 - I. Consideration of Cross Creek North CDD RV/Boat Storage License AgreementTab 15

- J. Consideration of Proposal for Restroom Partition Repairs.....Tab 16
- K. Consideration of Proposals for Restroom PaintingTab 17
- 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

Tab 1

MINUTES OF MEETING

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

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT**

The **regular** meeting of the Board of Supervisors of Cross Creek North Community Development District was held on **September 12, 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
Mark Dearing	Board Supervisor, Vice Chairman
James Teagle	Board Supervisor, Assistant Secretary
Anthony Sharp	Board Supervisor, Assistant Secretary
Shane Ricci	Board Supervisor, Assistant Secretary

Also present were:

Lesley Gallagher	District Manager, Rizzetta & Company, Inc.
Katie Buchanan	District Counsel, Kutak Rock
Kyle Magee	District Counsel, Kutak Rock (<i>via speakerphone</i>)
Dan Fagen	Director of Amenity Operations, Vesta Property Services
David Anderson	Field Operations Manager Cross Creek North, Vesta
Mark Insel	General Manager Cross Creek North, Vesta

Audience members present.

FIRST ORDER OF BUSINESS

Call to Order

Mr. Porter opened the Board of Supervisors' meeting at 3:32 p.m. and read the roll call.

SECOND ORDER OF BUSINESS

Audience Comments on Agenda Items

There were no comments on agenda items.

THIRD ORDER OF BUSINESS

**Consideration of the Minutes of Meeting
from the Regular Board Meeting held on
August 8, 2023**

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Minutes of the Board of Supervisors' Meeting held on August 8, 2023, for the Cross Creek North Community Development District.

FOURTH ORDER OF BUSINESS

Ratification of Operation and Maintenance Expenditures for July 2023

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board ratified the Operation and Maintenance Expenditures for July 2023 in the amount of \$41,554.30, for the Cross Creek North Community Development District.

FIFTH ORDER OF BUSINESS

Acceptance of Annual Audit Report Fiscal Year Ending September 2022

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board accepted the Annual Audit Report Fiscal Year Ending September 2022, for the Cross Creek North Community Development District.

SIXTH ORDER OF BUSINESS

Staff Reports

- A. District Counsel
There was no report.
- B. District Engineer
Was not requested to attend.
- C. Amenity Manager & Field Operations Manager Reports
Mr. Insel and Mr. Anderson reviewed their reports found under tab of the agenda.

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board authorized the purchase of a DeWalt pressure washer from Home Depot and accessories from Pressures On at a not to exceed amount of \$2000.00, for the Cross Creek North Community Development District.

A mini library was also approved a cost not to exceed \$200.00. It was noted that Mr. Anderson would have a proposal at the next meeting to run a chlorine line from the parking lot to the tanks as Hawkins can no longer get their trucks to the tanks with the expanded facility in place. Vesta discussed an amenity website that they would like to implement to share amenity updates at no cost to the CDD and would be linked to the CDD website, the Board had no objections.

- 2. Charles Aquatics Report

75 D. Landscape Manager Report
76 Not Present and no report was provided.

77
78 E. District Manager
79 1. Acceptance of Fourth Addendum to Contract for Professional District
80 Services
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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board accepted the Fourth Addendum to Rizzetta & Company Contract for Professional District Services, for Cross Creek North Community Development District.

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83 Ms. Gallagher also updated the Board that she has followed up with the District Engineer as
84 requested from the last meeting regarding speed limit signs and he indicated that he should have
85 some information in the next few weeks.

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87 **SEVENTH ORDER OF BUSINESS** **Consideration of Proposals for Landscape and**
88 **Irrigation Maintenance Services**
89

90 The Board reviewed three proposals for landscape and irrigation maintenance services from
91 BrightView, Greenpoint and Yellowstone. It was noted that Chris Charbonneau from BrightView was
92 present. Discussion ensued. Mr. Charbonneau provided a brief overview of their services. The Board
93 also invited feedback from onsite staff and the audience prior to ranking the proposals. Greenpoint
94 was ranked highest at a total of 99, followed by Yellowstone at 98 and BrightView at 97. (Exhibit A)
95

On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the Greenpoint proposal as it was ranked highest for landscape and irrigation maintenance services, for Cross Creek North Community Development District.

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97 **EIGHTH ORDER OF BUSINESS** **Consideration of Resolution 2023-16, Setting**
98 **Date, Time and Location of Regular Meetings**
99 **Fiscal Year 2023-2024**
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101 It was noted that the May and August meeting dates were being presented with a 6pm meeting
102 time as previously requested by the Board.
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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board adopted resolution 2023-16 Setting the Date, Time and Location of Fiscal Year 2023-2024 Regular Meetings., for Cross Creek North Community Development District.

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105 **NINTH ORDER OF BUSINESS** **Consideration of Proposals for Holiday**
106 **Lighting**
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108 The Board reviewed proposals from M&G and Mosquito Nix. Discussion ensued regarding the
109 CDD owning equipment and having it reinstalled versus renting the equipment.

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board approved the M&G for holiday lighting in the amount of \$4,476.36, for Cross Creek North Community Development District.

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TENTH ORDER OF BUSINESS

Consideration of Acquisition or Assignment of Construction Contracts (under separate cover)

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Mr. Porter reviewed the acquisition and assignment process.

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On a motion by Mr. Dearing, seconded by Mr. Teagle, with all in favor, the Board accepted the acquisitions and assignments as reflected on the Board's handout (Exhibit B) and authorized associated requisitions, for the Cross Creek North Community Development District.

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ELEVENTH ORDER OF BUSINESS

Supervisor Requests and Audience Comments

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Supervisor Requests:

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No supervisor comments.

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Audience Comments:

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Audience comments were heard on the following:

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- Completion date of new facilities – Mr. Teagle provided an update that DR Horton is starting to submit as built, if approved the facilities could be open in 30-45 days potentially.
- Golf cart previously requested by Vesta and why the CDD would pay for this – Mr. Fagen updated that this has been put on hold at this time.
- Board seats and turnover process.

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TWELFTH ORDER OF BUSINESS

Adjournment

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On a motion by Mr. Dearing, seconded by Mr. Ricci, with all in favor, the Board adjourned meeting at 4:12 p.m. for the Cross Creek North Community Development District.

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Secretary/Assistant Secretary

Chairman/Vice Chairman

DRAFT

Exhibit A

Cross Creek North CDD - Landscape and Irrigation RFP Scoring Sheet September 12, 2023

	Personnel	Proposer's Experience	Understanding Scope of Work	Financial Capability	Price	Total Points
Maximum Score	20	20	20	20	20	
BrightView	20	20	19	20	18	97
Greenpoint	20	19	20	20	20	99
Yellowstone	20	20	19	20	19	98

Exhibit B

CROSS CREEK NORTH CDD SERIES 2023 PROJECT
ACQUISITION / REQUISITION SUMMARY

REQ	Improvement	Contractor	Acquisition/ Assignment	Total Cost
1	Mass Grading (2D-1 &-2, 2E-1 & -2, 2F)	Earthworks of Florida, LLC	Acquisition	\$1,770,794
2	Phase 2D-1 & 2F Infrastructure	Earthworks of Florida, LLC	Acquisition	\$2,061,789
3	Phase 2D-2 Infrastructure	Earthworks of Florida, LLC	Assignment	\$ 2,062,373.00
4	Amenity Center Expansion	K&G Construction, Inc.	Assignment	2,757,373
	TOTAL:			\$ 8,652,329.41

INITIAL SERIES 2023 ACQUISITION AND CONSTRUCTION FUND BALANCE: \$8,131,501.46

BALANCE AFTER REQUISITIONS PAID: \$0

Tab 2

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

DISTRICT OFFICE · ST. AUGUSTINE, FLORIDA 32084

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

WWW.CROSSCREEKNORTHCDD.ORG

Operation and Maintenance Expenditures August 2023 Presented For Board Approval

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

The total items being presented: **\$71,193.39**

Approval of Expenditures:

_____Chairperson

_____Vice Chairperson

_____Assistant Secretary

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Anthony K. Sharp	100211	AS080823	Board of Supervisors Meeting 08/08/23	\$ 200.00
Charles Aquatics, Inc.	100207	48624	Pond Maintenance 08/23	\$ 2,695.00
Clay County Utility Authority	100203	Route #MC13013452 07/23	Customer #00618401 Route #MC13013452 07/23 Deposit	\$ 91.15
Clay County Utility Authority	EFT	Monthly Summary 08/23 Autopay	Water-Utility Services 08/23	\$ 2,107.65
Clay Electric Cooperative, Inc.	EFT	Monthly Summary 07/23 Autopay	Electric Services 07/23	\$ 3,663.41
Clay Today	100223	2023-257832	Legal Advertising 08/23	\$ 83.70
COMCAST	EFT	8495 74 144 1963216 08/23 Autopay	Cable & Internet 08/23	\$ 323.05
Constant Contact, Inc	EFT	1690882020	E-blast Communication 08/23	\$ 11.40
Cool Connections, Inc.	100204	24491399	Air Conditioner Service Call 07/23	\$ 1,549.95
Cool Connections, Inc.	100219	24710919	Air Conditioner Service Call 08/23	\$ 299.95
Doody Daddy, LLC	100212	2308 8/23	Pet Waste Station Management 08/23	\$ 361.00
England, Thims & Miller, Inc.	100220	209430	Engineering Services 07/23	\$ 1,173.75

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
First Place Fitness Equipment, Inc	100224	37587	Flex Wipes 08/23	\$ 119.96
First Place Fitness Equipment, Inc	100208	WO-39520	Preventative Maintenance 06/23	\$ 129.95
Greenpoint, Inc.	100205	24050	Irrigation Repairs 07/23	\$ 400.00
Greenpoint, Inc.	100221	24359	Landscape Maintenance 08/23	\$ 15,760.15
Greenpoint, Inc.	100225	24783 6452296-credit taken	Flower Installation 08/23	\$ 412.50
Hawkins, Inc	100206	twice		\$ 140.00
Hawkins, Inc	100206	6529449	Pool Chemicals 07/23	\$ 277.00
Hawkins, Inc	100213	6540801	Pool Chemicals 08/23	\$ 1,046.40
Hawkins, Inc	100226	6554758	Pool Chemicals 08/23	\$ 831.00
Hi-Tech System Associates	100214	389201	Monthly Contracted Services 08/23	\$ 50.00
IT Systems of Jacksonville, LLC	100222	1619	Awid Cards 08/23	\$ 515.00
James Teagle	100215	JT080823	Board of Supervisors Meeting 08/08/23	\$ 200.00

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

Paid Operation & Maintenance Expenditures

August 1, 2023 Through August 31, 2023

<u>Vendor Name</u>	<u>Check Number</u>	<u>Invoice Number</u>	<u>Invoice Description</u>	<u>Invoice Amount</u>
Kutak Rock, LLP	100209	3254296	Legal Services 06/23	\$ 1,984.38
Mark Dearing	100216	MD080823	Board of Supervisors Meeting 08/08/23	\$ 200.00
Republic Services	EFT	0687-001340745 08/23 Autopay	Waste Disposal Services 08/23	\$ 154.96
Rizzetta & Company, Inc.	100202	INV0000082209	District Management Fees 08/23	\$ 4,347.01
Robert Porter	100217	RP041123	Board of Supervisors Meeting 08/08/23	\$ 200.00
Shane T. Ricci	100218	SR080823	Board of Supervisors Meeting 08/08/23	\$ 200.00
Vesta Property Services, Inc.	100210	411108	Management Services 07/23	\$ 18,428.15
Vesta Property Services, Inc.	100210	411851	Management Services 08/23	\$ 13,236.92
Report Total				<u>\$ 71,193.39</u>

Tab 3

Cross Creek N CDD

Managers Report

Date of meeting: **11.14.2023**

Submitted by: **Mark Insel**

POOL AND FACILITY:

- The Vesta Website has launched and will be a helpful tool going forward.
- Vesta staff repaired re set falling can light fixtures. Ceiling fans have been detailed. Muddobber stains on exterior have been cleaned.
- The splash pad features have been fixed and is running great again!
- We have had a constant flow of new residents requesting access cards. We have several residents coming into the office every day.
- New Pressure washer has been a huge help. Facility, playground, entrance monuments, and ceiling areas were pressure washed and will be an ongoing task.
- Elite towing agreement has been signed and tow away signs are being installed.
- The pool activity has slowed due to cooler water temps.
- Safety checks on the Playground, Volleyball Court, and Property are completed daily.
- QR Codes are placed in the Bulletin Board and Playground, which residents have been using to survey each area. There is one for the website as well!
- Workers are on site each day doing work on the pool, RV lot, and new buildings.
- Touch-up painting has been done around the building where needed.
- Monthly Food Trucks have had success and will continue.
- Holiday lighting was installed 11.2.23.
- Book Sharing Library has been installed at the entrance to the Amenity Center Playground and is full and being used.



GYM AND EQUIPMENT:

- All equipment has been checked; PM was completed last month. The janitorial crew has been cleaning the fitness center when onsite as well.
- The machines are in great shape and all working properly!
- The addition of the A Frame sign stating Fitness Center age requirements seems to help. Some residents are not happy about the 16yr old minimum age requirement.

COMPLETED PROJECTS / No Board action required:

- Irrigation issues were handled in front of the building and new facility, should be good for opening.
- There have been many residents who have given us positive feedback regarding the overall appearance of the Facility. They love seeing staff on-site more often.
- Routine maintenance and janitorial continue throughout the facility.
- We continue to ride the community monitoring signs, drains, road conditions, etc. David is finding a lot of trash, perhaps due to construction sites.
- We had some more street signs replaced/repairs.
- The fence to shield the pump area at the new entrance has been completed.



POND AND LAKE MANAGEMENT:

- The technician has been onsite monthly. His report had no major issues and treatments were focused basically on shoreline growth. They fill us in on which have algae, grass and weed issues, low water levels, and the ponds seeing the most trash. Our Tech is very attentive and always doing a great job.
- Low water levels have been reported on some ponds.
- Will always inquire about the need for carp or tilapia if suggested for the future and requirements.

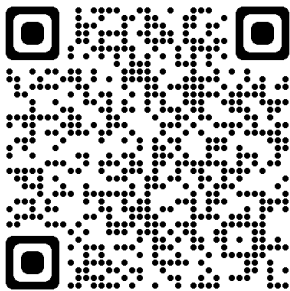
LANDSCAPE MANAGEMENT:

- Palms have been pruned and canopies raised.
- Hedge and bush trimming around the facility have been completed every other week.
- Weeded the beds at entrances and facility. Planted new flowers as well.
- David communicates many times a week with crew leaders, and they work together to handle any community needs.
- The Landscaping Management Tool, and weekly drive checklist are in place for reporting. Greenpoint's

tasks are being completed daily. The crews are working on the Fall schedule. Picking up more trash around ponds. They are prioritizing work throughout the community and are keeping things maintained. The last report reflected rotations completed, blowing the property, and picking up trash. They mowed and line-trimmed all the lakes. Will be requesting all Fertilization schedules and Fert tags.

WHAT TO EXPECT IN THE UPCOMING MONTHS:

- Vesta has gone LIVE on the Cross Creek North Amenities website. This is a landing site for residents to get information on the Facility, Contacts, difference between HOA and CDD entities and have a tab to report any concerns within the community. (Landscaping, pond, parks, roads, street sign issues)
- ***QR code below to follow.***



- Request for metal benches at certain park locations was brought up. We have the estimate and will determine locations and amount after further discussions in the future.
- New reader board will be installed near the new entrance when it arrives.
- Will continue sending Policy Highlight reminders and updates.
- Informal meet and greet Q&A sessions with residents depending on turnout will be quarterly.
- Continued diligence on a clean facility, pool, and grounds.
- Continued oversight on landscaping and irrigation.
- Continuing to knock out items on punch list of projects both small and large on existing and new property, not needing Board approval.

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

Mark Insel 904-408-7716



Cross Creek N CDD

Field Operations Managers' Report

Date of meeting: **11.2023**

Submitted by: **David Anderson**

POOL AND FACILITY:

- No key issues with facility currently.
- The splash pad nozzles have been replaced.
- Tiles are now missing on bottom of pool at expansion joint. Quote received from Oak Well
- Cleaning of parking lot along and Amenity grounds being performed when attend.
- Splash pad painting will be scheduled for later in the year during the off season.
- An onsite attendant has been cleaning storm drain screens along with floor drain screens.
- He has also been pressure washing breezeway and cleaning of light lens.
- We have started to clean new pool.

GYM AND EQUIPMENT:

- Quotes for repainting of gym, restrooms, and current office area received.
- The machines are in great shape and all working properly.

COMPLETED PROJECTS / No Board action needed:

- Replaced seal in filter pump at water wheel feature.
- Installed Library Sharing box near playground.
- Turtle fin has been replaced.
- The splash pad nozzles have been replaced.
- Holiday lighting has been installed.
- Message board ordered.
- Pressure washed entrance and cleaned lighting fixtures.
- Fence at Russell Road entrance completed.



POND AND LAKE MANAGEMENT:

- The technician has been onsite monthly. Derek was on site Oct. 31 & Nov.1. His report had no key issues and treatments were focused basically on shoreline growth.
- Additional chemicals were suggested to control weeds in pond 13. Quote to come.
- Timers to pond lights have been adjusted to daylight savings.

LANDSCAPE MANAGEMENT:

- Hedge and bush trimming around the facility has been completed.
- I communicate with Carlos and Mike weekly to adjust where needed.
- The Landscaping Management Tool, and weekly drive checklist are in place for reporting. Greenpoint's tasks are being completed daily. The crews are working the winter schedule. Picking up more trash around ponds. They are prioritizing work throughout the community and are keeping things maintained. They mowed and line trimmed all the lakes.

WHAT TO EXPECT IN THE UPCOMING MONTHS:

- Will continue sending Policy Highlight reminders and updates.
- Continued diligence on a clean facility, pool, and grounds.
- Continued oversight on landscaping and irrigation.
- Sod and rose replacement at Amenity center if approved.
- Painting of restrooms, existing gym and office pending approval.

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

David Anderson 904-884-2432



Tab 4



6869 Phillips Pkwy. Dr. South Jacksonville Fl. 32256

Fax: 904-807-9158

Phone: 904-997-0044

Service Report

Date: September 27, 2023

Biologist: Justin Powers

Client: Cross Creek

Contact: Leslie Gallagher

Waterways: 25 ponds

Pond 1: No algae or new growth noted. Treated perimeter weeds.



Pond 2: No algae or invasive species noted. Fountain was working properly.



Pond 3: previous treatment was effective. Picked up minor trash.



Pond 4: No invasive species noted.



Pond 5: No algae or invasive species. Fountain was working properly. Previous treatment was effective.



Pond 6: Previous treatment effective. Water level was still low.



Pond 7: Pond in good condition. No algae noticed.



Pond 8: No algae noticed, pond level is low. There is evidence of the grass carp pulling up the spike rush throughout the pond. Previous treatment appears to be effective.



Pond 9: Water level and clarity were good. No invasive species noted.



Pond 10: Pond in good condition.



Pond 11: Pond in good condition.



Pond 12: Pond in good condition, no algae noticed.



Pond 13: No algae noticed.



Pond 14: Water level low, no algae noticed. Previous treatment was effective.



Pond 15: Pond in good condition, no algae noticed.



Pond 16: No invasive species.



Pond 17: Pond in good condition.



Pond 18: Pond in good condition. Treated perimeter weeds.



Pond 19: No new growth noted. Picked up trash.



Pond 20: No algae or invasive species noted.



Pond 21: Pond in good condition, no algae nor invasive species noticed.



Pond 22: Pond in good condition, no algae nor invasive species noticed.



Pond 23: Pond in good condition, no algae nor invasive species noticed.



Pond 24: Pond in good condition, previous treatment was effective.



Pond 25: Pond in good condition, no algae nor invasive species noticed.

PICTURE DID NOT SAVE

Tab 5



This agreement dated November 1, 2023 is made between **Charles Aquatics, Inc.**, a Florida Corporation, and

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

Physical

Address 2895 Big Oak Dr, Green Cove Springs, FL

Billing Address 3434 Colwell Ave, Ste 200, Tampa, FL 33614

Phone 904-436-6270 Cell _____

E-mail lgallagher@rizzetta.com

Hereinafter called "CLIENT".

1. **Charles Aquatics, Inc.**, agrees to provide aquatic management services in accordance with the terms and conditions of this Agreement at the following location(s): **Pond 13 at Cross Creek North CDD.**
2. CLIENT agrees to pay **Charles Aquatics, Inc.** the following sum(s) for the listed services:
**Special treatment of Water Milfoil using
Aquathol K (chemical cost only) \$900.00**

Terms & Conditions:

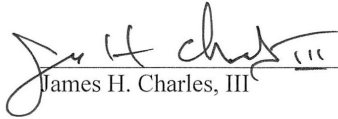
- 1) Payment for entire balance of service is **due no later than 30 days after date of the invoice.**
- 2) **Non-Payment, Default** - In the case of non-payment by the **CLIENT, Charles Aquatics, Inc.** reserves the right following written notice to the **CLIENT** to terminate this **Agreement**, and reasonable attorneys' fees and costs of collection shall be paid by the **CLIENT**, whether suit is filed or not. In addition, interest at the rate of one and one-half percent (1.5%) per month may be assessed for the period of delinquency.
- 3) The offer contained herein is withdrawn and this **Agreement** shall have no further force and effect unless executed and returned by the **CLIENT** to **Charles Aquatics, Inc. within 30 days of the agreement date.**
- 4) **Termination** - Termination of this **Agreement** may be made in writing at any time by **Charles Aquatics, Inc.** or by the **CLIENT**.
- 5) **Insurance Coverage** - **Charles Aquatics, Inc.** shall maintain the following insurance coverage: Automobile Liability, Property Damage, Completed Operations and Product Liability. Workers' Compensation coverage is also provided. **Charles Aquatics, Inc.** will submit copies of current insurance certificates upon request.
- 6) **Disclaimer** - Neither party to this **Agreement** shall be responsible for damages, penalties or otherwise any failure or delay in performance of any of its obligations hereunder caused by strikes, riots,

Charles Aquatics, Inc.
6869 Phillips Parkway Drive South Jacksonville, FL 32256
(904) 997-0044 Fax: (904) 807-9158

acts of God, war, governmental orders and regulations, curtailment or failure to obtain sufficient materials or other force majeure condition (whether or not the same class or kind as those set forth above) beyond its reasonable control and which by the exercise of due diligence, it is unable to overcome.

- 7) **Authorized Agent** - CLIENT warrants that he is authorized to execute this **Aquatic Management Agreement** on behalf of the riparian owner and to hold **Charles Aquatics, Inc.**, harmless for consequences of such service not arising out of the sole negligence of **Charles Aquatics, Inc.**
- 8) **Damages** - **Charles Aquatics, Inc.** agrees to hold **CLIENT** harmless from any loss, damage or claims arising out of the sole negligence of **Charles Aquatics, Inc.** However, **Charles Aquatics, Inc.** shall in no event be liable to the **CLIENT** or to others, for indirect, special or consequential damages resulting from any cause whatsoever not caused by or resulting from the responsibility of **Charles Aquatics, Inc.**
- 9) **Assignment of the Agreement** - This **Agreement** is not assignable by the **CLIENT** except upon prior written consent by **Charles Aquatics, Inc.**
- 10) **Alterations and Modifications** - This two (2) page **Agreement** constitutes the entire **Agreement** of the Parties hereto and no oral or written alterations or modifications of the terms contained herein shall be valid unless made in writing and accepted by an authorized representative of both **Charles Aquatics, Inc.** and the **CLIENT**.

CHARLES AQUATICS, INC.


James H. Charles, III

CLIENT

Client Signature

Date

Tab 6

Cross Creek Landscape Quality Audit

Over the last quarter we have been on a weekly basis maintenance schedule of providing around 200+ man hours a week. Staff has been applying pre emergent chemicals and Glyphosate chemicals to the mulch beds and around the trees in the grass areas to curb weed pressure. We have had several small irrigation issues throughout the community over the last quarter that has been repaired at no cost to the community. With the construction of the new amenity center we have had several issues arise that we have handled without having to submit estimates including irrigation breaks and erosion issues. David that is on site daily has been an amazing counterpart that will let us know asap if anything arises while we may be working in another section of the community. We will continue on the approved maintenance schedule going into the winter months including maintaining the lakes and common areas per the approved contract. We replaced a 3" Cal tree that was approved and it is taking root and growing well. We will continue to work around the weather if the need arises- Several estimates have been submitted to replace roses with more desirable plants and to replace sod around the amenity center. We have been approved to start maintaining the new amenity center since the completion. We have incorporated this into our weekly schedule and will continue as contracted.

Tab 7



Rizzetta & Company

Cross Creek North Community Development District

**Financial Statements
(Unaudited)**

September 30, 2023

Prepared by: Rizzetta & Company, Inc.

crosscreeknorthcdd.org
rizzetta.com

Cross Creek North Community Development District

Balance Sheet
As of 09/30/2023
(In Whole Numbers)

	General Fund	Debt Service Fund	Capital Project Fund	Total Gvmnt Fund	Fixed Assets Group	Long-Term Debt
Assets						
Cash In Bank	109,403	0	0	109,403	0	0
Investments	575,276	1,659,149	375	2,234,799	0	0
Prepaid Expenses	44,165	0	0	44,165	0	0
Refundable Deposits	6,787	0	0	6,788	0	0
Fixed Assets	0	0	0	0	30,790,018	0
Amount Available in Debt Service	0	0	0	0	0	1,659,149
Amount To Be Provided Debt Service	0	0	0	0	0	29,865,851
Total Assets	735,631	1,659,149	375	2,395,155	30,790,018	31,525,000
Liabilities						
Accounts Payable	14,509	0	0	14,509	0	0
Accrued Expenses	6,405	0	0	6,405	0	0
Revenue Bonds Payable-Long Term	0	0	0	0	0	31,525,000
Deposits Payable	1,250	0	0	1,250	0	0
Total Liabilities	22,164	0	0	22,164	0	31,525,000
Fund Equity & Other Credits						
Beginning Fund Balance	522,668	1,469,446	(18,649)	1,973,465	0	0
Investment In General Fixed Assets	0	0	0	0	30,790,018	0
Net Change in Fund Balance	190,800	189,703	19,024	399,526	0	0
Total Fund Equity & Other Credits	713,468	1,659,149	375	2,372,991	30,790,018	0
Total Liabilities & Fund Equity	735,631	1,659,149	375	2,395,155	30,790,018	31,525,000

See Notes to Unaudited Financial Statements

Cross Creek North Community Development District

Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 09/30/2023	Year To Date 09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	9,279	(9,279)
Special Assessments				
Tax Roll	650,192	650,192	651,648	(1,456)
Off Roll	94,573	94,573	94,573	0
Total Revenues	744,765	744,765	755,500	(10,735)
Expenditures				
Legislative				
Supervisor Fees	6,000	6,000	5,200	800
Total Legislative	6,000	6,000	5,200	800
Financial & Administrative				
Administrative Services	4,964	4,964	4,964	0
District Management	22,173	22,173	22,173	0
District Engineer	15,000	15,000	4,027	10,973
Disclosure Report	6,000	6,000	6,000	0
Trustees Fees	5,000	5,000	6,061	(1,060)
Assessment Roll	5,516	5,516	5,516	0
Financial & Revenue Collections	3,971	3,971	3,971	0
Accounting Services	19,856	19,856	19,856	0
Auditing Services	4,700	4,700	5,600	(900)
Arbitrage Rebate Calculation	900	900	900	0
Public Officials Liability Insurance	3,050	3,050	2,733	317
Legal Advertising	3,500	3,500	4,255	(755)
Dues, Licenses & Fees	175	175	175	0
Miscellaneous Fees	1,000	1,000	1,112	(112)
Website Hosting, Maintenance, Backup & Email	3,738	3,738	2,738	1,000
Total Financial & Administrative	99,543	99,543	90,080	9,463
Legal Counsel				
District Counsel	20,000	20,000	19,490	510
Total Legal Counsel	20,000	20,000	19,490	510
Electric Utility Services				
Utility - Recreation Facilities	50,000	50,000	41,874	8,126
Total Electric Utility Services	50,000	50,000	41,874	8,126
Garbage/Solid Waste Control Services				
Garbage - Recreation Facility	3,500	3,500	1,506	1,994

See Notes to Unaudited Financial Statements

Cross Creek North Community Development District

Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2023	09/30/2023	09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Total Garbage/Solid Waste Control Services	3,500	3,500	1,506	1,994
Water-Sewer Combination Services				
Utility Services	55,000	55,000	31,359	23,641
Total Water-Sewer Combination Services	55,000	55,000	31,359	23,641
Stormwater Control				
Aquatic Maintenance	35,000	35,000	27,690	7,310
Fountain Service Repair & Maintenance	2,500	2,500	0	2,500
Miscellaneous Expense	2,000	2,000	0	2,000
Total Stormwater Control	39,500	39,500	27,690	11,810
Other Physical Environment				
General Liability & Property Insurance	37,347	37,347	26,525	10,822
Entry & Walls Maintenance & Repair	6,250	6,250	0	6,250
Landscape Replacement Plants, Shrubs, Trees	10,000	10,000	876	9,124
Landscape & Irrigation Maintenance Con- tract	155,500	155,500	171,662	(16,162)
Irrigation Repair	8,000	8,000	400	7,600
Total Other Physical Environment	217,097	217,097	199,463	17,634
Road & Street Facilities				
Parking Lot Repair & Maintenance	500	500	1,100	(600)
Street Light/Decorative Light Maintenance	1,500	1,500	0	1,500
Road, Sidewalk Repair & Maintenance	1,500	1,500	1,460	40
Total Road & Street Facilities	3,500	3,500	2,560	940
Parks & Recreation				
Amenity Management Service Contracts	130,000	130,000	101,429	28,571
Amenity Maintenance & Repairs	15,000	15,000	3,296	11,704
Telephone, Internet, Cable	4,000	4,000	3,895	105
Pool Permits	625	625	475	150
Pool Maintenance	20,000	20,000	15,036	4,964
Facility Supplies	5,500	5,500	4,680	820
Playground Equipment & Maintenance	500	500	0	500
Pressure Washing	8,000	8,000	0	8,000
Amenity Facility Janitorial Service Contract & Supplies	5,000	5,000	537	4,464
Pest Control & Termite Bond	2,000	2,000	612	1,387
Access Control Maintenance, Repair, Sup- plies	3,500	3,500	4,915	(1,415)
Access Control / Security Camera Mainte- nance & Repair	3,000	3,000	0	3,000

See Notes to Unaudited Financial Statements

Cross Creek North Community Development District

Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2023	09/30/2023	09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Athletic Court/Field/Playground Maint.	2,500	2,500	0	2,500
Fitness Equipment Maintenance & Repair	1,000	1,000	1,010	(10)
Total Parks & Recreation	200,625	200,625	135,885	64,740
Contingency				
Miscellaneous Contingency	50,000	50,000	9,594	40,406
Total Contingency	50,000	50,000	9,594	40,406
Total Expenditures	744,765	744,765	564,700	180,064
Total Excess of Revenues Over(Under) Expenditures	0	0	190,800	(190,800)
Fund Balance, Beginning of Period	0	0	522,668	(522,668)
Total Fund Balance, End of Period	0	0	713,468	(713,468)

Cross Creek North Community Development District

Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2023	09/30/2023	09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	22,653	(22,653)
Special Assessments				
Tax Roll	543,502	543,502	544,713	(1,211)
Total Revenues	543,502	543,502	567,366	(23,864)
Expenditures				
Debt Service				
Interest	413,502	413,502	411,469	2,033
Principal	130,000	130,000	130,000	0
Total Debt Service	543,502	543,502	541,469	2,033
Total Expenditures	543,502	543,502	541,469	2,033
Total Excess of Revenues Over(Under) Expenditures	0	0	25,897	(25,897)
Fund Balance, Beginning of Period	0	0	639,142	(639,142)
Total Fund Balance, End of Period	0	0	665,039	(665,039)

Cross Creek North Community Development District

Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending	Through	Year To Date	
	09/30/2023	09/30/2023	09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	30,494	(30,494)
Special Assessments				
Tax Roll	766,389	766,389	768,097	(1,708)
Off Roll	137,036	137,036	137,036	0
Total Revenues	903,425	903,425	935,627	(32,202)
Expenditures				
Debt Service				
Interest	638,425	638,425	694,901	(56,477)
Principal	265,000	265,000	265,000	0
Total Debt Service	903,425	903,425	959,901	(56,477)
Total Expenditures	903,425	903,425	959,901	(56,477)
Total Excess of Revenues Over(Under) Expenditures	0	0	(24,274)	24,274
Total Other Financing Sources(Uses)				
Interfund Transfer (Expense)				
Interfund Transfer	0	0	(225,856)	225,856
Total Other Financing Sources(Uses)	0	0	(225,856)	225,856
Fund Balance, Beginning of Period	0	0	830,303	(830,303)
Total Fund Balance, End of Period	0	0	580,173	(580,173)

Cross Creek North Community Development District

Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 09/30/2023	Year To Date 09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	1,730	(1,730)
Total Revenues	<u>0</u>	<u>0</u>	<u>1,730</u>	<u>(1,730)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>1,730</u>	<u>(1,730)</u>
Total Other Financing Sources(Uses)				
Interfund Transfer (Expense)				
Interfund Transfer	0	0	1	(1)
Debt Proceeds				
Bond Proceeds	0	0	412,205	(412,205)
Total Debt Proceeds	<u>0</u>	<u>0</u>	<u>412,205</u>	<u>(412,205)</u>
Total Other Financing Sources(Uses)	<u>0</u>	<u>0</u>	<u>412,206</u>	<u>(412,206)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>413,936</u>	<u>(413,936)</u>

Cross Creek North Community Development District

Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 09/30/2023	Year To Date 09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	15	(15)
Total Revenues	<u>0</u>	<u>0</u>	<u>15</u>	<u>(15)</u>
Total Excess of Revenues Over(Under) Expenditures	<u>0</u>	<u>0</u>	<u>15</u>	<u>(15)</u>
Fund Balance, Beginning of Period	<u>0</u>	<u>0</u>	<u>360</u>	<u>(360)</u>
Total Fund Balance, End of Period	<u>0</u>	<u>0</u>	<u>375</u>	<u>(375)</u>

Cross Creek North Community Development District

Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 09/30/2023	Year To Date 09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Contributions & Donations from Private Sources				
Developer Contributions	0	0	18,703	(18,703)
Total Revenues	0	0	18,703	(18,703)
Expenditures				
Other Physical Environment				
Improvements Other Than Buildings	0	0	225,550	(225,551)
Total Other Physical Environment	0	0	225,550	(225,551)
Total Expenditures	0	0	225,550	(225,551)
Total Excess of Revenues Over(Under) Expenditures	0	0	(206,847)	206,847
Total Other Financing Sources(Uses)				
Interfund Transfer (Revenue)				
Interfund Transfer	0	0	225,856	(225,856)
Total Other Financing Sources(Uses)	0	0	225,856	(225,856)
Fund Balance, Beginning of Period	0	0	(19,009)	19,009
Total Fund Balance, End of Period	0	0	0	0

Cross Creek North Community Development District

Statement of Revenues and Expenditures

As of 09/30/2023

(In Whole Numbers)

	Year Ending 09/30/2023	Through 09/30/2023	Year To Date 09/30/2023	
	Annual Budget	YTD Budget	YTD Actual	YTD Variance
Revenues				
Interest Earnings				
Interest Earnings	0	0	34,124	(34,124)
Total Revenues	0	0	34,124	(34,124)
Expenditures				
Financial & Administrative				
District Management	0	0	5,000	(5,000)
Trustees Fees	0	0	5,950	(5,950)
Printing & Binding	0	0	1,750	(1,750)
Underwriter Discount	0	0	121,690	(121,690)
Special Assessment Allocation Report	0	0	30,000	(30,000)
Total Financial & Administrative	0	0	164,389	(164,390)
Legal Counsel				
District Counsel	0	0	38,000	(38,000)
Bond Counsel	0	0	35,000	(35,000)
Trustee Counsel	0	0	6,250	(6,250)
Underwriter Counsel	0	0	40,000	(40,000)
Total Legal Counsel	0	0	119,250	(119,250)
Other Physical Environment				
Improvements Other Than Buildings	0	0	8,165,624	(8,165,624)
Total Other Physical Environment	0	0	8,165,624	(8,165,624)
Total Expenditures	0	0	8,449,264	(8,449,264)
Total Excess of Revenues Over(Under) Expenditures	0	0	(8,415,140)	8,415,140
Total Other Financing Sources(Uses)				
Interfund Transfer (Revenue)				
Interfund Transfer	0	0	(1)	1
Debt Proceeds				
Bond Proceeds	0	0	8,415,141	(8,415,141)
Total Debt Proceeds	0	0	8,415,141	(8,415,141)
Total Other Financing Sources(Uses)	0	0	8,415,140	(8,415,140)
Total Fund Balance, End of Period	0	0	0	0

See Notes to Unaudited Financial Statements

**Cross Creek North CDD
Investment Summary
September 30, 2023**

<u>Account</u>	<u>Investment</u>	<u>Balance as of September 30, 2023</u>
The Bank of Tampa	Money Market Account	\$ 3,026
The Bank of Tampa ICS Operating		
First International Bank & Trust	Money Market Account	74,630
Pacific Western Bank	Money Market Account	248,810
Western Alliance Bank	Money Market Account	248,810
	Total General Fund Investments	\$ 575,276
US Bank Series 2018 Revenue	First American Treasury Obligation Fund Class Y	\$ 385,202
US Bank Series 2018 Prepayment	First American Treasury Obligation Fund Class Y	4,606
US Bank Series 2018 Reserve	First American Treasury Obligation Fund Class Y	275,231
US Bank Series 2022 Revenue	First American Treasury Obligation Fund Class Y	348,799
US Bank Series 2022 Interest	First American Treasury Obligation Fund Class Y	10
US Bank Series 2022 Reserve	First American Treasury Obligation Fund Class Y	231,364
US Bank Series 2023 Interest	First American Treasury Obligation Fund Class Y	115,408
US Bank Series 2023 Reserve	First American Treasury Obligation Fund Class Y	298,043
US Bank Series 2023 Revenue	First American Treasury Obligation Fund Class Y	486
	Total Debt Service Fund Investments	\$ 1,659,149
US Bank Series 2018 Construction	First American Treasury Obligation Fund Class Y	\$ 375
	Total Capital Projects Fund Investments	\$ 375

**Cross Creek North Community Development District
Summary A/P Ledger
From 09/1/2023 to 09/30/2023**

Fund Name	GL posting date	Vendor name	Document number	Description	Balance Due
274, 2329					
274 General Fund	09/29/2023	Clay County Utility Au-	Monthly Summary	Water-Utility Services	5,282.56
		thority	09/23 Autopay	09/23	
274 General Fund	09/26/2023	Clay Electric Coopera-	Monthly Summary	Electric-Utility Services	3,417.73
		tive, Inc.	09/23 ACH	09/23	
274 General Fund	09/26/2023	Hawkins, Inc	6589850	Pool Chemicals 09/23	1,324.32
274 General Fund	09/26/2023	Hawkins, Inc	6589851	Pool Chemicals 09/23	(60.00)
274 General Fund	09/25/2023	Hubscape	510958	Office Furniture 09/23	1,576.00
274 General Fund	09/28/2023	Kutak Rock, LLP	3283153	Legal Services 08/23	2,968.41
Sum for 274, 2329					14,509.02
Sum for 274					14,509.02
Sum Total					14,509.02

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS - SERIES 2022**

Construction Account Activity Through September 30,2023

Inflows:	Debt Proceeds	\$	14,501,271.58
	Underwriter Discount		226,125.00
	Total Bond Proceeds:		14,727,396.58
	Interest Earnings		
	Total Inflows	\$	14,727,396.58

Outflows:	Requisitions			Status
				As of 09/30/23
Requisition Date	Requisition Number	Contractor	Amount	

03/29/22	COI	Underwriter Discount	\$	(226,125.00)	Cleared
03/29/22	COI	Kutak Rock LLP		(38,000.00)	Cleared
03/29/22	COI	Holland and Knight LLP		(5,750.00)	Cleared
03/29/22	COI	Nabors Giblin & Nickerson Attorneys at Law		(35,000.00)	Cleared
03/29/22	COI	Aponte & Associates Law Firm		(40,000.00)	Cleared
03/29/22	COI	Imagmaster LLC		(1,750.00)	Cleared
03/29/22	COI	Rizzetta & Company		(22,000.00)	Cleared
04/01/22	COI	US Bank		(5,750.00)	Cleared

Total COI: (374,375.00)

03/21/22	CR1	D.R. Horton, Inc		(1,512,781.15)	Cleared
03/21/22	CR2	D.R. Horton, Inc		(3,220,110.72)	Cleared
03/21/22	CR3	D.R. Horton, Inc		(1,265,631.08)	Cleared
03/21/22	CR4	D.R. Horton, Inc		(6,530,822.88)	Cleared
03/21/22	CR5	D.R. Horton, Inc		(1,597,819.50)	Cleared
09/29/23	CR7	D.R. Horton, Inc		(225,856.25)	Cleared

Total Requisitions: (14,353,021.58)

Total COI and Requisitions: (14,727,396.58)

Total Outflows: (14,727,396.58)

Capital Projects Fund Balance at September 30,2023 **\$ -**

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT BONDS - SERIES 2023**

Construction Account Activity Through September 30,2023

Inflows:	Debt Proceeds	\$	8,293,451.46
	Underwriter Discount		121,689.75
	Total Bond Proceeds:		8,415,141.21
	Interest Earnings		34,122.72
	Total Inflows	\$	8,449,263.93

Outflows:	Requisitions			Status
Requisition Date	Requisition Number	Contractor	Amount	As of 09/30/23
08/01/23	COI	Underwriter's Discount	(121,689.75)	Cleared
08/01/23	COI	US Bank	(5,950.00)	Cleared
08/01/23	COI	Aponte Assoc Law Firm Dep Acct	(40,000.00)	Cleared
08/01/23	COI	Nabors Giblin Nickerson P.A.	(35,000.00)	Cleared
08/01/23	COI	Imagemaster LLC	(1,750.00)	Cleared
08/01/23	COI	Holland Knight LLP	(6,250.00)	Cleared
08/01/23	COI	Kutak Rock LLP	(38,000.00)	Cleared
08/01/23	COI	Rizzetta & Company	(35,000.00)	
		Total COI:	(283,639.75)	
09/29/23	CR1	D.R. Horton, Inc	(1,770,794.00)	Cleared
09/29/23	CR2	D.R. Horton, Inc	(2,061,789.41)	Cleared
09/29/23	CR3	D.R. Horton, Inc	(1,816,851.00)	Cleared
09/29/23	CR4	D.R. Horton, Inc	(2,516,189.77)	Cleared
		Total Requisitions:	(8,165,624.18)	
Total COI and Requisitions:			(8,449,263.93)	
Total Outflows:			(8,449,263.93)	

Capital Projects Fund Balance at September 30,2023 \$ -

**CROSS CREEK NORTH
COMMUNITY DEVELOPMENT DISTRICT
CONSTRUCTION CUSTODY ACCOUNT - SERIES 2022**

Construction Account Activity Through September 30,2023

Inflows:	Developer Funding	\$	18,703.13
	Total Bond Proceeds:		<u>18,703.13</u>
	Total Inflows	\$	<u>18,703.13</u>

Outflows:	Requisitions			Status
				As of 09/30/23
Requisition Date	Requisition Number	Contractor	Amount	

2/6/2023	CUS 1	England Thims & Miller, Inc	\$	(11,724.63)	Cleared
2/6/2023	CUS 2	Kutak Rock LLP		(1,233.50)	Cleared
2/6/2023	CUS 3	Kutak Rock LLP		(85.50)	Cleared
2/6/2023	CUS 4	Kutak Rock LLP		(5,659.50)	Cleared

Total Requisitions: **(18,703.13)**

Total Requisitions: **(18,703.13)**

Total Outflows: **(18,703.13)**

Construction Custody Account Balance at September 30,2023 **\$ -**

**Cross Creek North Community Development
District Notes to Unaudited Financial Statements
September 30, 2023**

Balance Sheet

1. Trust statement activity has been recorded through 09/30/23.
2. See EMMA (Electronic Municipal Market Access) at <https://emma.msrb.org> for Municipal Disclosures and Market Data.

Tab 8

GreenPoint Landscaping

6126 US HWY 1 N
St Augustine FL 32095

Estimate

Date	Estimate #
10/18/2023	1017

Name / Address
Cross Creek North CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

Project

Item	Description	Qty	Rate	Total
	Plant swap out at amenity center "Roses"			
	Option 1		0.00	0.00
Tree and Plants	Removal of Roses and installation of 25- 3 gallon Shell Ginger and 25- 3 gallon Hawaiian Ti plants in place of the roses	50	15.00	750.00
	Option 2			
Tree and Plants	Removal of Roses and installation of 25- 3 gallon Liriope and 25- 3 gallon Croton plants in place of the roses	50	15.00	750.00
			Total	\$1,500.00

GreenPoint Landscaping

6126 US HWY 1 N
St Augustine FL 32095

Estimate

Date	Estimate #
11/1/2023	1022

Name / Address
Cross Creek North CDD 3434 Colwell Avenue Suite 200 Tampa FL 33614

Project

Item	Description	Qty	Rate	Total
	Sod replacement at amenity center			
Labor	Installation of St Augustine sod at amenity center to include current sod removal/grade to make an even transition. 15 pallets of Floritam St Augustine	1	4,000.00	4,000.00
			Total	\$4,000.00

Tab 9

PREPARED BY AND RETURN TO:

Katie S. Buchanan, Esquire
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 6 day of Oct., 2023, by **CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT**, a special purpose unit of local government established under Chapter 190, Florida Statutes, whose address 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (“Grantor”), in favor of **CLAY COUNTY, FLORIDA**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 1366, Green Cove Springs, Florida 32043 (“Grantee”).

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

WITNESSETH:

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

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

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

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

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

WITNESSES

CROSS CREEK NORTH COMMUNITY DEVELOPMENT DISTRICT

By: [Signature]
Name: Deborah McClure

[Signature]
Name: Robert S. Porter
Title: Chairman

By: [Signature]
Name: Anthony Sharp

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 10 day of October, 2023, by Robert S. Porter, as Chairman of Cross Creek North Community Development District, on behalf of the company, who is personally known to me or produced _____ as identification.

(NOTARY SEAL)



DEBORAH E. MCCLURE
Commission # GG 967814
Expires July 10, 2024
Bonded Thru Budget Notary Services

[Signature]
Notary Public Signature
Deborah E. McClure
(Name typed, printed or stamped)
Notary Public, State of Florida
Commission No. GG 967814
My Commission Expires: 7/10/24

Exhibit A

Tracts H1 and H2, as shown on the plat of Cross Creek Unit 1A, recorded in Plat Book 61, Page 41 of the Official Records of Clay County, Florida.

Tab 10



Egis Insurance & Risk Advisors

Is pleased to provide a

Proposal of Insurance Coverage for:

Cross Creek North Community Development District

Please review the proposed insurance coverage terms and conditions carefully.

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

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

About FIA

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

Primarily, this was due to financial stability concerns and a perception that these small to mid-sized Districts had a disproportionate exposure to claims. Even districts that were claims free for years could not obtain coverage. FIA was created to fill this void with the goal of providing affordable insurance coverage to Special Taxing Districts. Today, FIA proudly serves and protects nearly 1,000 public entity members.

Competitive Advantage

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

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

How are FIA Members Protected?

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

In the event of catastrophic property losses due to a Named Storm (i.e., hurricane), the program bears no risk as all losses are passed on to the reinsurers.

What Are Members Responsible For?

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

- Annual Premiums
- Individual Member Deductibles

FIA Bylaws prohibit any assessments or other fees.

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

Quotation being provided for:

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

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123302

PROPERTY COVERAGE

SCHEDULE OF COVERAGES AND LIMITS OF COVERAGE

COVERED PROPERTY	
Total Insured Values –Building and Contents – Per Schedule on file totalling	\$2,302,150
Loss of Business Income	\$1,000,000
Additional Expense	\$1,000,000
Inland Marine	
Scheduled Inland Marine	\$262,000

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

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

DEDUCTIBLES:		
	\$2,500	Per Occurrence, All other Perils, Building & Contents and Extensions of Coverage.
	5 %	Total Insured Values per building, including vehicle values, for “Named Storm” at each affected location throughout Florida subject to a minimum of \$10,000 per occurrence, per Named Insured.
	Per Attached Schedule	Inland Marine

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

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

TOTAL PROPERTY PREMIUM

\$32,946

Extensions of Coverage

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

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

X	Y	Glass and Sanitary Fittings Extension	\$25,000 any one occurrence
X	Z	Ingress / Egress	45 Consecutive Days
X	AA	Lock and Key Replacement	\$2,500 any one occurrence
X	BB	Awnings, Gutters and Downspouts	Included
X	CC	Civil or Military Authority	45 Consecutive days and one mile

CRIME COVERAGE

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

Deadly Weapon Protection Coverage

Coverage	Limit	Deductible
Third Party Liability	\$1,000,000	\$0
Property Damage	\$1,000,000	\$0
Crisis Management Services	\$250,000	\$0

AUTOMOBILE COVERAGE

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

GENERAL LIABILITY COVERAGE (Occurrence Basis)

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

PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY (Claims Made)

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

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

Cyber Liability sublimit included under POL/EPLI

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



PREMIUM SUMMARY

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

Term: October 1, 2023 to October 1, 2024

Quote Number: 100123302

PREMIUM BREAKDOWN

Property (Including Scheduled Inland Marine)	\$32,946
Crime	Not Included
Automobile Liability	Not Included
Hired Non-Owned Auto	Included
Auto Physical Damage	Not Included
General Liability	\$3,458
Public Officials and Employment Practices Liability	\$2,829
Deadly Weapon Protection Coverage	Included
TOTAL PREMIUM DUE	\$39,233

IMPORTANT NOTE

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

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

Additional Notes:

(None)



PARTICIPATION AGREEMENT
Application for Membership in the Florida Insurance Alliance

The undersigned local governmental entity, certifying itself to be a public agency of the State of Florida as defined in Section 163.01, Florida Statutes, hereby formally makes application with the Florida Insurance Alliance (“FIA”) for continuing liability and/or casualty coverage through membership in FIA, to become effective 12:01 a.m., 10/01/2023, and if accepted by the FIA’s duly authorized representative, does hereby agree as follows:

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

Cross Creek North Community Development District

(Name of Local Governmental Entity)

By: _____
Signature

Print Name

Witness By: _____
Signature

Print Name

IS HEREBY APPROVED FOR MEMBERSHIP IN THIS FUND, AND COVERAGE IS EFFECTIVE October 1, 2023

By: _____
Administrator



PROPERTY VALUATION AUTHORIZATION

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

QUOTATIONS TERMS & CONDITIONS

- 1. Please review the quote carefully for coverage terms, conditions, and limits.
2. The coverage is subject to 25% minimum earned premium as of the first day of the "Coverage Period".
3. Total premium is late if not paid in full within 30 days of inception, unless otherwise stated.
4. Property designated as being within Flood Zone A or V (and any prefixes or suffixes thereof) by the Federal Emergency Management Agency (FEMA), or within a 100 Year Flood Plain as designated by the United States Army Corps of Engineers, will have a Special Flood Deductible equal to all flood insurance available for such property under the National Flood Insurance Program, whether purchased or not or 5% of the Total Insured Value at each affected location whichever the greater.
5. The Florida Insurance Alliance is a shared limit. The limits purchased are a per occurrence limit and in the event an occurrence exhaust the limit purchased by the Alliance on behalf of the members, payment to you for a covered loss will be reduced pro-rata based on the amounts of covered loss by all members affected by the occurrence. Property designated as being within.
6. Coverage is not bound until confirmation is received from a representative of Egis Insurance & Risk Advisors.

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

Table with 3 columns: Coverage Type, Amount, and Description. Includes Building and Content TIV (\$2,302,150), Inland Marine (\$262,000), and Auto Physical Damage (Not Included).

Signature: _____ Date: _____

Name: _____

Title: _____



Cross Creek North Community Development District

Policy No.: 100123302
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value			
	Address				Const Type	Term Date		Contents Value	Covering Replaced	Roof Yr Blt
	Roof Shape	Roof Pitch								
1	Entry Monument w/ Water Feature		2019	10/01/2023	\$300,000		\$300,000			
	Sandridge Road and Big Oak Drive Green Cove Springs FL 32043		Joisted masonry	10/01/2024						
	Simple hip			Metal panel						
2	Irrigation System		2019	10/01/2023	\$50,000		\$50,000			
	Sandridge Road and Big Oak Drive Green Cove Springs FL 32043		Pump / lift station	10/01/2024						
3	Amenity Building		2020	10/01/2023	\$1,009,500		\$1,105,900			
	2895 Big Oak Drive Green Cove Springs FL 32043		Frame	10/01/2024	\$96,400					
	Complex			Asphalt shingles						
4	Zero-entry pool, splash pad, pumps & equipment		2020	10/01/2023	\$373,500		\$373,500			
	2895 Big Oak Drive Green Cove Springs FL 32043		Below ground liquid storage tank / pool	10/01/2024						
5	Pool Furniture		2020	10/01/2023	\$15,000		\$15,000			
	2895 Big Oak Drive Green Cove Springs FL 32043		Property in the Open	10/01/2024						
6	Playground Equipment & Shade Structure		2020	10/01/2023	\$50,000		\$50,000			
	2895 Big Oak Drive Green Cove Springs FL 32043		Non combustible	10/01/2024						
7	Pickle Ball & Tennis Court w/ Shaded Bench & Fencing		2020	10/01/2023	\$85,000		\$85,000			
	2895 Big Oak Drive Green Cove Springs FL 32043		Non combustible	10/01/2024						



Cross Creek North Community Development District

Policy No.: 100123302
 Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Unit #	Description		Year Built	Eff. Date	Building Value		Total Insured Value
	Address		Const Type	Term Date	Contents Value		
	Roof Shape	Roof Pitch			Roof Covering	Covering Replaced	Roof Yr Blt
8	Sand Volleyball Equipment and Border		2020	10/01/2023	\$10,000		\$10,000
	2895 Big Oak Drive Green Cove Springs FL 32043		Property in the Open	10/01/2024			
9	Canvas Pavilion - Pool		2020	10/01/2023	\$40,250		\$40,250
	2895 Big Oak Drive Green Cove Springs FL 32043		Property in the Open	10/01/2024			
10	Fencing		2020	10/01/2023	\$22,500		\$22,500
	2895 Big Oak Drive Green Cove Springs FL 32043		Non combustible	10/01/2024			
11	Second Entry Monument		2022	10/01/2023	\$250,000		\$250,000
	Oak Stream Lane at Russell Road Green Cove Springs FL 32043		Non combustible	10/01/2024			
			Total:	Building Value \$2,205,750	Contents Value \$96,400	Insured Value \$2,302,150	

Sign: _____

Print Name: _____

Date: _____



Inland Marine Schedule

Cross Creek North Community Development District

Policy No.: 100123302
Agent: Egis Insurance Advisors LLC (Boca Raton, FL)

Item #	Department Description	Serial Number	Classification Code	Eff. Date Term Date	Value	Deductible
1	Pond #2 Fountain is a 15 HP Fountain		Other inland marine	10/01/2023 10/01/2024	\$60,000	\$1,000
2	Pond #4 Fountain is a 7.5 HP Fountain		Other inland marine	10/01/2023 10/01/2024	\$22,000	\$1,000
3	Security Cameras & Access System		Other inland marine	10/01/2023 10/01/2024	\$22,000	\$1,000
4	Parking Lot and Facilities Exterior Lighting		Other inland marine	10/01/2023 10/01/2024	\$153,000	\$1,000
5	Pool Lift Chair (Permanently Mounted)		Other inland marine	10/01/2023 10/01/2024	\$5,000	\$1,000
				Total	\$262,000	

Sign: _____

Print Name: _____

Date: _____

Tab 11

Lance Maxwell Plumbing Jacksonville,
Inc.
CFC1429563
263 College Drive
ORANGE PARK, FL 32065



PROPOSAL

Presented to:

Cross Creek North CDD/Rizzetta & Co.
Cross Creek North CDD/Rizzetta & Co.
3434 Colwell Ave
Tampa, FL 33614

Customer Contact:

M: (904) 884-2432
E: deanderson@vestapropertyservices.com

Job # 22069
Proposal # P-22069-1
Technician DRAKE FAIRCLOTH
Issue Date Sep 01 2023

Service Location:

Amenity Center at Cross Creek
2895 Big Oak Drive
Green Cove Springs, FL 32043

Your Price: \$3,950.46

Description	Qty	Price
LABOR	1	\$1,680.00
MATERIALS 420 ft 1 1/2" Sch 80 PVC 15 - 1 1/2" 90° 1-1 1/2" Tee, 1 1/2" female adapter 2 - 1 1/2" ball valves PVC, 2 - 1 1/2" PVC unions	1	\$1,620.46
Trencher	1	\$650.00
Your Price		\$3,950.46

Review and Sign

Proposal Notes:

Lance Maxwell Plumbing proposes to run supply lines to two chlorine tanks starting at edge of parking lot and going around outside of pools, installing a shut off valve at each tank with union.

Any electrical repair unforeseen issues will be repaired by electrician at your expense.

Customer Approval:

I accept this proposal and agree to the terms and conditions.

Contract Terms:

Quotes provided by LMP will be honored for 30 days only due to changes in the cost of materials or changes in the scope of work being performed. Quotes given for anything not specified specifically in bid plans such as but not limited to items supplied by GC not listed in plumbing fixture schedule such as carriers, water heaters etc., will be extra to bid. Any work that would require extra work such as installation of new ISO valves etc., on existing piping to remain to allow for work to be done will be extra to bid. Any work scheduled by GC which can't be completed due to not being able to shut off water, materials missing, or job not ready will result in trip charges. All extras will be submitted in the form of a change order and will only be completed upon signed approval. LMP does not provide concrete, sheet rock or tile work. All work to be completed in a professional manner according to standard work practices. Our workers are fully covered by workers compensation and general liability. GC contractor will dispose of all construction debris. This agreement supersedes any previous or contemporaneous agreements, conditions, and understandings, whether oral or written. Any disputes arising under the Agreement will be governed by the law of the State of Florida. The customer agrees to pay reasonable attorneys' fees as part of any judgement against him/her, their representative or their estate arising from the enforcement of this Agreement or the invoice. If any statement or clause of this agreement is held unenforceable, it shall not negate any other clause or statement contained herein.

ALL QUOTES WILL NEED TO BE SIGNED AND ANY JOB COST EXCEEDING \$1,000 WILL REQUIRE A 50% DEPOSIT BEFORE WORK COMMENCES AND A CREDIT CARD PAYMENT WILL INCUR A 3% FEE.

Tab 12

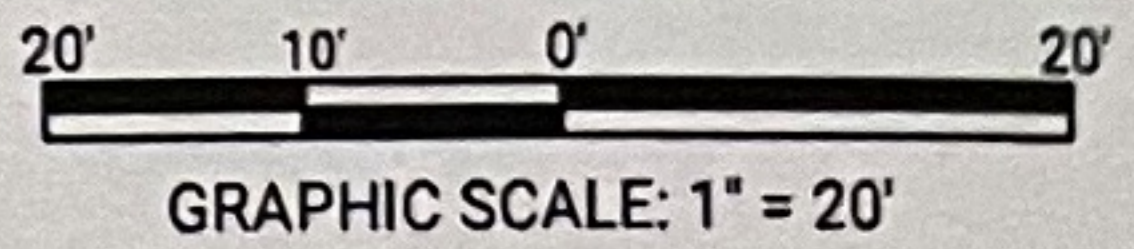
ADDRESS: 2446 FALLING STAR LANE
 BEING LOT 976, ACCORDING TO THE PLAT OF CROSS CREEK,
 UNIT 2C, RECORDED IN PLAT BOOK 67, PAGES 1-11 OF
 THE PUBLIC RECORD OF CLAY COUNTY, FLORIDA.
 AREA: 7,200 S.F. ~ 0.165 ACRES

PERMIT #: 22205255
 CLEARANCE SHEET #: R2022-002553

COUNTY AS BUILT TOLERANCES

Description	OVER	UNDER
Finished Floor Elev	6" MAX	0" MAX
Final Grades	3"	3"

SURVEY CERTIFIED TO
 DR HORTON, INC. - JACKSONVILLE
 SAMANTHA N SCHULTZ
 AND JORDAN C JETT
 DHI MORTGAGE COMPANY, LTD.
 DHI TITLE OF FLORIDA, INC.
 DHI TITLE INSURANCE COMPANY

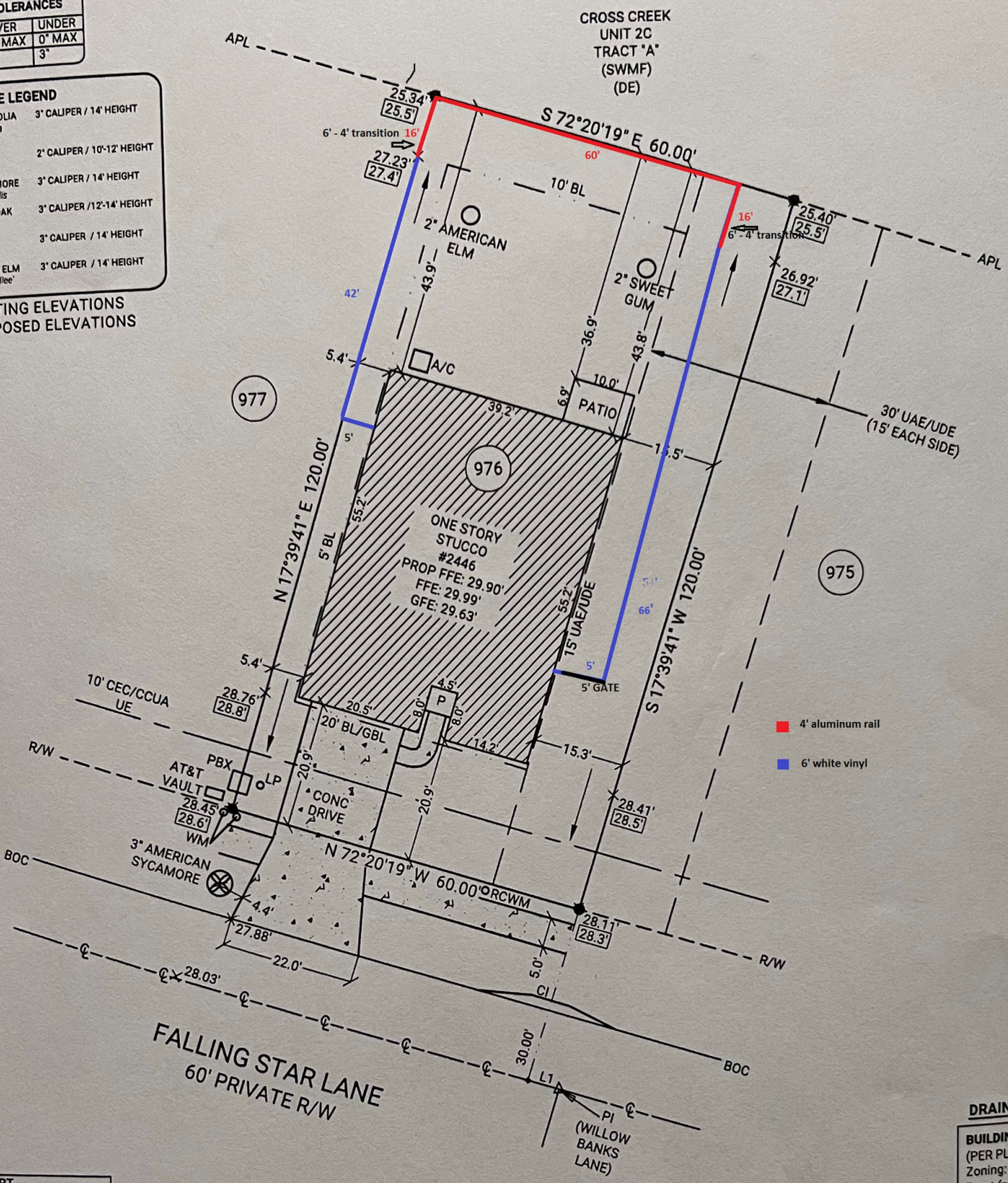


Line	Bearing	Distance
L1	S 72°20'19" E	5.42'

TREE LEGEND

	SOUTHERN MAGNOLIA <i>Magnolia grandiflora</i> <i>'D.D. Blanchard'</i>	3" CALIPER / 14' HEIGHT
	SLASH PINE <i>Pinus Elliotti</i>	2" CALIPER / 10'-12' HEIGHT
	AMERICAN SYCAMORE <i>Platanus occidentalis</i>	3" CALIPER / 14' HEIGHT
	SOUTHERN LIVE OAK <i>Quercus virginiana</i>	3" CALIPER / 12'-14' HEIGHT
	WINGED ELM <i>Ulmus alata</i>	3" CALIPER / 14' HEIGHT
	ALLEE LACEBARK ELM <i>Ulmus parvifolia 'Allee'</i>	3" CALIPER / 14' HEIGHT

X.XX' - EXISTING ELEVATIONS
 X.XX' - PROPOSED ELEVATIONS

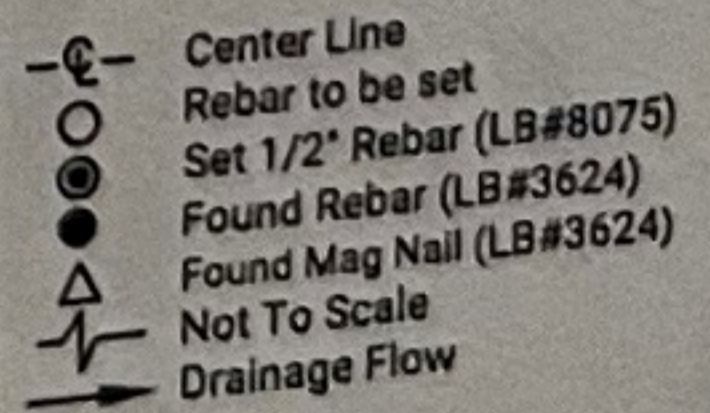


REVISION CHART

04/25/2023	Street Tree Centered
------------	----------------------

- GENERAL NOTES**
- Bearings shown hereon are based on the plat provided to Carter and Clark.
 - Elevations shown hereon are based on the construction plans provided to Carter and Clark. Vertical Datum: NAVD 88.
 - This property lies within flood zone "X" according to FEMA FIRM #: 12019C0190E, effective on 03/17/2014.
 - This plat has been calculated for closure and is found to be accurate within one foot in 10,000+ feet.

PI Point of Intersection	CP Covered Patio	FFE Finished Floor Elevation	JB Junction Box
WM Water Meter	CEC Clay Electric Cooperative	TOF Top of Form	PSS Proposed Stop Sign
LP Light Pole	CCUA Clay County Utility Authority	NG Natural Grade	N/F Now or Formerly
A/C Air Conditioning	SWMF Stormwater Management Facility	BL Building Line	SF Square Feet
CONC Concrete	UAE Unobstructed Access Easement	GBL Garage Building Line	R Radial
PBX Power Box	UDE Unobstructed Drainage Easement	R/W Right of Way	NR Non-radial
P Porch	UME Unobstructed Maintenance Easement	CB Catch Basin	APL Approximate Property Line
CI Curb Inlet	UE Utility Easement	DI Drainage Inlet	JWL Jurisdictional Wetland Line
LAN Lanai	PROP Proposed	FH Fire Hydrant	BOC Back of Curb
PAT Patio		HW Headwall	ATOB Approximate Top of Bank



DRAINAGE TYPE: B

BUILDING SETBACKS:
 (PER PLAT)
 Zoning: LA MPC
 Front (porch): 5'
 Front (facade): 10'
 Front (garage): 20'
 Side: 5'
 Corner: 2nd front
 Rear (standard): 10'
 Rear (abutting alley): 14'

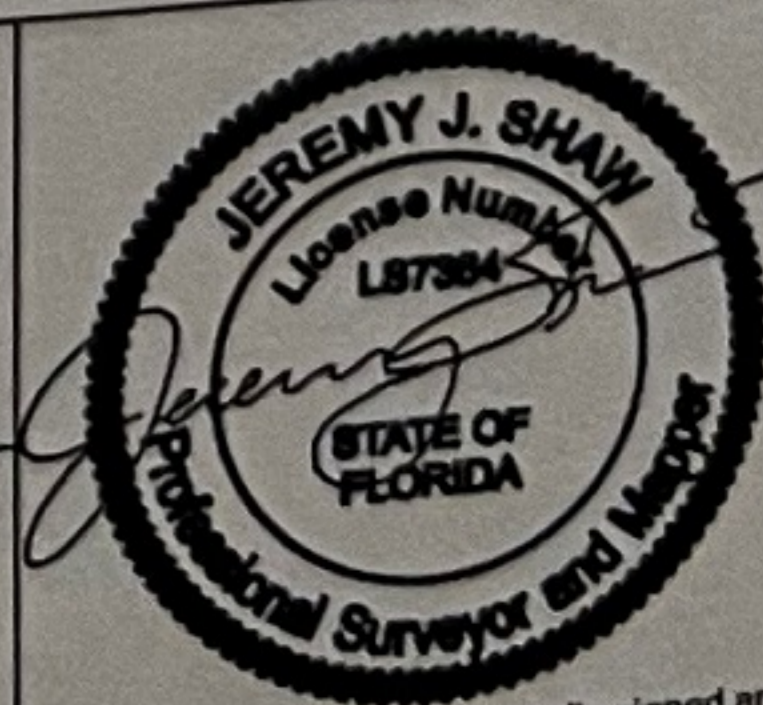
SUB: Cross Creek
 LOT: 976 UNIT: 2C
 Section 46 of the Moses E. Levy Grant,
 Township 5 South, Range 26 East,
 Green Cove Springs, Clay County, Florida

AS BUILT/FINAL BOUNDARY SURVEY FOR:
D.R. HORTON
America's Builder

FIELD WORK DATE: 04/14/2023
 PLAT DATE: 06/15/2023
 20230606558 DRH JAX EC: CF

CARTER + CLARK
 SURVEYORS • PLANNERS • ENGINEERS

237 Aucilla Road
 Monticello, FL 32344
 www.carterandclark.com
 LICENSED BUSINESS # 8075



PROFESSIONAL SURVEYOR & MAPPER IN RESPONSIBLE CHARGE
 JEREMY JAMES SHAW,
 FLORIDA CERTIFICATE NO. LS 7364
 Jeremy J Shaw

Carter & Clark Land Surveyors is unable to warrant the accuracy of boundary information, structures, easements, and buffers that are illustrated on the subdivision plat. This property may be subject to additional easements or restrictions of record. Adjainers shown are per plat of record. The existence of utilities within utility easements have not been field verified by surveyor. Contact utility contractor for location prior to construction (if applicable). Dimensions from house to property lines should not be used to establish fences. This plat is for exclusive use by client. Use by third parties is at their own risk. The field data upon which this plat is based has a closure precision of one foot in 10,000+ feet and an angular error of 7 seconds per angle point and was adjusted using the compass rule. Equipment used: Leica Total Station- 12. Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without the written consent of the signing party or parties.

This item has been electronically signed and sealed by Jeremy Shaw, PSM on 06/15/2023 using a digital signature. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.
 I HEREBY CERTIFY THAT THE BOUNDARY SURVEY DEPICTED HEREON WAS CONDUCTED BY PERSONS UNDER MY DIRECT SUPERVISION AND MEETS OR EXCEEDS THE STANDARDS OF PRACTICE ESTABLISHED BY THE STATE OF FLORIDA AS OUTLINED IN SJ-17 FAC.

TAB 13



Oak Wells Aquatics
8606 Beach Blvd
Jacksonville, FL 32216
(904) 619-3281

Tony Hall
tony@oakwellsaquatics.com

Contact: Cross Creek Expansion Crack Tile Fix
2895 Big Oak Drive
Green Cove Springs, FL 32043

Estimate No: 1248
Estimate Date: 9/27/2023

Description		Amount
Pool Draining An Monitoring	Drain pool and monitor while draining. Oak Wells Aquatics is not responsible for cost of filling pool back up.	\$1,192.50
Tile	Description of what tile work you will be doing	\$1,270.66
Loose Coping Repair	There are approx.. 4-6 brick copings that will be lifted and cleaned and reset properly that are currently lose.	\$530.00
Pool Pop Insurance	If this work requires the pool to be drained. Oak Wells Aquatics carries pool pop liability insurance.	\$0.00
This Estimate is good for 30 days.		Sub Total: \$2,993.16
Thank you for the opportunity to bid your backyard renovation.		Total: \$2,993.16
<ul style="list-style-type: none"> • Oak Wells Aquatics will not be responsible for the removal or installation of fence (which must be installed to Florida state safety standards). • In the event that the existing finish is in such poor condition that it must all be removed in preparation for new finish there may be additional labor charges at \$20. SF. • The proposal only applies to the removal of one layer of tile. • Dumpster at site is for pool construction debris only. Additional cost will apply if other non construction items are placed in the dumpster • Owner is responsible for submitting warranty paperwork to CLI plaster products for recording. 		

Draw Schedule Due Upon Invoice

SWIMMING POOL CONTRACT CONDITIONS

1. **Plans:** The plans submitted hereto form a part of this Contract. In case of conflict between the provisions stated in such plans and the terms of the Contract document, the terms of the Contract document shall prevail.
2. **Permit:** Contractor will obtain and pay for county/city building permits required on his work using our standard engineered shell plans. Owner is responsible for any additional plans, surveying, permits and/or Engineering fees. Owner/Contractor shall pay any Architectural Review Fees, or any construction fees required. Owner/Contractor shall furnish any necessary variances. Contractor will pay sales tax on all equipment and materials used in his work. Contract price is based on building codes and regulations in effect at time of contract. If new codes are enacted and additional cost is incurred as a result of compliance, this cost will become the obligation of the Owner/Contractor.
3. **Location:** Owner/Contractor is responsible for pool location being within his property lines and setback lines. The Owner/Contractor shall, verify this approval of layout, of pool and other improvement locations, and finish elevation by signature on plans and/or "Sales Layout Approval Form/2D Drawing". Contractor has no liability for incorrect location of pool or improvements.
4. **Site Preparation:** Contractor is not responsible for moving or replanting shrubs, trees or grass. If clearing of land, removal of stumps, re-routing or re-installation of irrigation systems, removal of fencing, or any special site preparation is required, including retainer walls, fill dirt and compaction, etc., it will be performed by Owner/Contractor before construction is begun.
5. **Construction Schedule:** Work will not be scheduled until the Contract is signed by all parties, initial payment received, architectural review approvals, permits and any variances, surveying, or engineering which may be required are complete and "Sales Layout Approval form" signed by Owner/Contractor. Pool construction will not begin until all site preparation is completed by the Owner/Contractor. Estimated construction period, which begins at excavation, shall take up to fourteen weeks; provided however that the Parties agree that this is only an estimate and there is no guaranteed completion date. Contractor is not responsible for delay or failure to perform work when due to acts of God, weather, strike, war, government prohibition, holidays, delivery and shipping schedule of contractor's suppliers, or reasons beyond his control. Delays caused by Owner/Contractor or other trades, delays in payments, and/or changes made after commencement of construction will increase estimated construction period and Contractor will not be responsible for meeting estimated time schedules.
6. **Access:** The Owner/Contractor will provide and maintain free access to the pool site and adequate working room during the course of construction. Contractor is not responsible for damaged to sidewalks, curbs, driveways, grassed areas, irrigation, underground utilities, etc., or any terrain which must be crossed to reach job site including passage to and from filter locations.
7. **Utilities:** Owner/Contractor will furnish, at no charge to Contractor, electricity and water for building and filling pool. On initiation of construction, these services shall be brought to points designated by the Contractor. If required, sanitary sewer, backwash line, or storm sewer connections shall be provided by owner. Contractor will not be held responsible for staining or discoloration of pool interior due to mineral content or foreign matter inherent in or introduced into water supplied by Owner/Contractor to Contractor for building or filling pool.
8. **Grading and Excavation:** Contractor's responsibility for grading of the site under this Contract shall be limited to the immediate pool area including area for piping. Without exact data to the contrary, Contractor assumes the topographic variation of the above delineated pool site will not exceed one (1) foot vertical measurement at the time construction is initiated. Contractor will perform all normal excavation for pool installation as covered under this Contract. The following are to be considered as abnormal conditions and are additional work to be paid for by the Owner/Contractor in accordance with section entitled "Additional Work" of this Contract: (1) inadequate soil bearing capacity requiring such means of support as piling, grade beams or any other special methods, including over-excavation with sand and/or stone back-fill; (2) tree stumps, rock formations, boulders, mass concrete or any condition requiring blasting, sawing, or demolition work; (3) high water table requiring pumping and well pointing; (4) underground utilities requiring relocation or removal, including, but not limited to water, sewer, septic tanks, electrical lines, gas lines and sprinkler system lines; etc.(5) dirt from pool not sufficient for necessary backfilling and grading and/or additional dirt required for backfilling and grading. In the absence of written acknowledgement to the contrary, Contractor assumes that the site is not fill ground and that there are no underground obstructions of any kind that will interfere with his phase of the work. To avoid unnecessary delay during excavation, Owner/Contractor agrees that Contractor may perform up to \$1000.00 in additional work required by abnormal conditions without prior notice to or written authorization by Owner/Contractor. Contractor will not be held liable for floatation of shell if such should occur because of conditions beyond our control. The Owner/Contractor will be informed as soon as possible of any abnormal conditions encountered in grading and/or excavation. Contractor will use excavate earth to rough-grade back-fill against pool shell. If extra fill is necessary, the cost, including cost of placement and compaction, will be borne by Owner at Contractor's cost plus 25%. Excavated earth from the pool will be placed or removed from job site only on day of excavation with the exception of that required by Contractor for backfilling and grading.
9. **Payments:** Stage completion invoices are due upon completion. Retainage other than that allowed in the noted stage payments is not authorized. In the event of default in the payment schedule set forth, work will cease until such payments have been made in full. A finance charge of 1.5% interest per month will be applied to all delinquent payments of more than 10 days. Any loss resulting from delay in construction caused by the Owner through obstruction or desire for change shall be paid by the Owner. Contractor retains title to new pool equipment until purchase price and any extras are paid in full. If contract price is not paid in accordance with this contract, Contractor or its employees may without notice enter the Owner's premises and repossess any pool equipment and accessories included in this contract and will apply the reasonable value of said equipment and accessories as determined by the Contractor, against any unpaid balance due. Owner shall have no interest in construction equipment brought to the job. A reasonable charge will be made to re-install any equipment removed under this agreement. The interior finish application will not be scheduled until all outstanding invoices, including change orders, are paid in full.
10. **Warranty:** When final stage completion invoice is rendered, Owner will fill out and sign 'Acceptance and Warranty Certificate' - Exhibit "C". Warranty void unless 'Acceptance and Warranty Certificate' is completed, signed by Owner and dated by an authorized representative of Contractor. The Acceptance and Warranty Certificate may contain punch out items, which will be addressed within a reasonable time period, usually within 30 days. Warranty is void if all stage completion invoices and/or invoices for additional work are not paid in full.
11. **Additional Work/Change Orders:** This contract price includes only the work, materials and equipment specified herein. Any change orders or additional work added to the contract must be made in writing on an "Additional Work Authorization" and must be signed prior to doing the work. All price quotations must be made by the Contractor's main office. No one on the job is qualified or authorized to quote prices. Payment for additional work is due upon invoice. Change order fees are \$500.00.
12. **Cancellation:** This Contract proposal is subject to cancellation by Contractor if not accepted within ten (10) days from the date hereof. Contract cancellations after final pool design and/or permitting will be assessed a \$500.00 charge plus any permitting, clearance, etc. fees that have been incurred.
13. **Completion:** Completion is specifically identified as: It is understood and agreed by the parties that completion of swimming pool shall be and take place at the time that the swimming pool is put in operation. Any and all outstanding invoices are due at this time. Use of the pool by Owner constitutes acceptance whether or not 'Acceptance and Warranty Certificate' has been assigned and/or punch out items complete.
14. **Miscellaneous:** Owner/Contractor grants Contractor permission to photograph work at Contractor's discretion, and grants right to use photographs for any purposes whatsoever the Contractor may deem fit, unless otherwise noted in writing.
15. **Building Materials Price Escalation and Supply Chain Delays:** If, during the performance of the Work, the price of building material significantly increases, through no fault of the Contractor, the price shall be equitably adjusted by an amount reasonably necessary to cover the actual price increases, without any markup for profit or overhead. As used herein, a significant price increase shall mean an increase of 5% or more in the price of any building materials from the date of the Contract signing. Such price increases shall be documented through quotes, invoices, or receipts. Where the delivery of material is delayed, through no fault of the Contractor, as a result of the shortage or unavailability of building materials and/or supply chain issues, the Contract price and/or time shall be equitably adjusted for the actual additional costs and/or time associated with such delay(s).
16. **Concealed or Unknown Conditions.** If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided by the Owner to Contractor or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities, the Contractor shall promptly provide notice to the Owner the Contract price and time shall be equitable adjusted to account for the additional costs and/or time.
17. **Hazardous Materials:** Owner is responsible for any preexisting hazardous materials on site. If the Contractor encounters a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), Contractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the Owner. Owner shall then pay to have such hazardous materials removed or rendered harmless. When the material or substance has been rendered harmless, work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract time shall be extended appropriately and the Contract sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor and its agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the areas affected by the hazardous materials, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.
18. **Waivers of Subrogation:** The Owner and Contractor waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent covered by any insurance provided to the Owner and/or Contractor. The policies of insurance the Parties obtain shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
19. **Mutual Waiver of Consequential Damages:** The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes:
 - i. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - ii. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.
This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of the Contract.
20. **Arbitration:** All claims, counterclaims or disputes between Contractor and Owner arising out of or related to this Contract, whether based on contract or tort, shall be decided by binding arbitration in Jacksonville, Duval County, Florida, in accordance with the Construction Industry Rules of the American Arbitration Association then existing. The arbitrator is required to enforce the terms of this Subcontract. The arbitrator shall not

be authorized to award any punitive damages or any other damages waived or

prohibited under the terms of this Subcontract. The prevailing party in any such arbitration shall be entitled to an award of reasonable attorneys' fees and costs. This Contract shall be construed according to the laws of the State of Florida

1. **WAIVER OF THE RIGHT TO A JURY TRIAL:** THE PARTIES FURTHER AGREE THAT SHOULD ANY LITIGATION ARISE DIRECTLY OR INDIRECTLY UNDER THIS CONTRACT, THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL, AND THE PARTIES HEREBY STIPULATE THAT ANY SUCH TRIAL SHALL OCCUR WITHOUT A JURY.
2. **FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:** PAYMENT, UP TO A LIMITED AMOUNT, MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVER FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:
Construction Industry Licensing Board 2601 Blair Stone Road Tallahassee Florida 32399-0783850.487.1395
3. **FLORIDA STATUTE 713.015 MANDATORY LIEN LAW NOTICE PROVISION:** ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB- SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.
4. **CHAPTER 558 NOTICE OF CLAIM:** CHAPTER 558, FLORIDA STATUTES, CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY TO THIS CONTRACT A WRITTEN NOTICE, REFERRING TO CHAPTER 558, OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS.

BY SIGNING THIS AGREEMENT, THE OWNER/CONTRACTOR ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, CONDITIONS, AND ADDENDUMS.

Owner's Signature: _____

Date: _____

TAB 14

Recreational Vehicle and Watercraft Facility Policies

Definitions

Recreational Vehicle – Any vehicle defined as the following: Motor Home, Pop-up Camper, Motor Coach, Motorcycles, Off-Road Bikes or Vehicles. If Motor Homes or Campers are not self-operated, they must be on a trailer. Any trailer without an approved vehicle must store recreational equipment only and is subject to a visual inspection. All motor bikes, off-road bikes or vehicles must be on a trailer at all times while in the storage facility.

Watercraft – Any watercraft defined as the following: Any type of boat or jet ski that meets the size requirements on a trailer. Watercraft must be on a trailer at all times.

User Fee Structure

- 1) Fees shall be as set by the Board of Supervisors for the District and will go from October 1st to September 30th of each year.
- 2) The annual user fee for a person owning property in the District such as a Recreational Vehicle (RV) or Watercraft (Boat/Jet Ski) as defined above, will be the following:
 - a. **Spaces 30 feet in length will be \$720.00 per year.**
 - b. **Spaces 35 feet in length will be \$960.00 per year.**
 - c. **Spaces 40 feet in length will be \$1,200.00 per year.**

The annual user fee for a non-resident fee payers shall be:

- a. **Spaces 30 feet in length will be \$1,320.00 per year.**
 - b. **Spaces 35 feet in length will be \$1,380.00 per year.**
 - c. **Spaces 40 feet in length will be \$1,560.00 per year.**
- 3) Storage is allotted for twelve (12) months from the date of the license and will automatically renew at the end of term for another twelve (12) months, unless the user provides thirty (30) day written notice to the District prior to the annual renewal date.
 - 4) There will be a prorated monthly refund for storage fees if you terminate your license early or are asked to remove your RV or Watercraft from the facility by the Board of Supervisors for violation of facility policies. Users may terminate their license at any time upon providing the District with a thirty (30) day written notice.
 - 5) Fees are due in full at license signing. Annual renewal fees will be due on the 1st day of the month in which the license term renews. There will be a Ten Dollar (\$10.00) late payment fee after the 1st of the month. If full payment is not received by the 5th business day of that month then the license agreement and space will be made available to the next person on the waiting list.
 - 6) The Board of Supervisors has the right to cancel any person's license that no longer owns property in the District or is no longer a non-resident fee payer of the District.

Eligibility for and Allocation of Storage

- 1) Only one (1) storage space may be rented at any one time by persons owning property in the District, or non-resident fee payers in the District.
- 2) Persons leasing from persons owning property in the District may only use a storage space under contract to persons owning property.
- 3) Storage space will be allocated on a first come first serve basis.
- 4) Should facility be filled to capacity then a waiting list will be established on a first come first served basis, and you will be contacted once a space opens.
- 5) Should persons renting a spot choose to leave or not renew at the end of the license, then the next person on the waiting list will be offered the license agreement and space, paying the required fees at time of license.
- 6) Eligibility will only be open to current RV or Watercraft owners at time of license. You must present to the facility staff proof of registration or ownership prior to being allocated a storage space in the facility. Each year upon renewal you must show proof of ownership your RV or Watercraft to facility staff.
- 7) Should persons renting a spot have a military exemption, proof of registration or ownership out state will be accepted.

General Facility Provisions

- 1) This facility is for RV's and Watercraft (Boats/Jet Skis) only.
- 2) The Board of Supervisors or District Staff has the right to terminate your license if you have not responded to policy violations within thirty (30) days after receiving the written notice of the violations. You will be refunded the remaining amount of your license and given one (1) week to remove your RV or Watercraft. After one week it will be towed at the owner's expense.
- 3) Persons are not permitted to work on RV's or Watercraft within the storage facility at any time.
- 4) You must have a wood block under the stand on your trailer at all times will parked in the facility. They can be acquired at the Amenity Center Office.
- 5) Persons are permitted to use covers on RV's and Watercraft within the storage facility.
- 6) All required RV's and Watercraft must be on a tow trailer while in the storage facility.
- 7) No electric or water service will be provided at the storage facility by the District.
- 8) The Cross Creek North Community Development District, the Board of Supervisors, and the Amenity Center Staff cannot guarantee security of RV's or watercrafts stored and does not accept responsibility for loss or damage due to theft, vandalism or any other cause.
- 9) The Amenity Center Staff and District Employees are not on site to assist RV and Watercraft owners.
- 10) Smoking, and the use of alcohol, is prohibited at the storage facility. Firearms are also prohibited on all District property and facilities.
- 11) You may not store any of the following items in or on your RV or Watercraft in the storage facility: Flammables of any kind, drugs, hazardous items or waste, any living thing, and any item deemed inappropriate by the District Manager or the Facility Staff.
- 12) Persons are responsible for tying down their RV's and Watercrafts and may be held responsible if their property damages another person's property.
- 13) The District strongly advises persons to insure their RV or Watercraft. There will be NO security staff for the storage facility.

14) There is a motorized gate at the entrance to the storage facility. The gate can be opened by a clicker, which shall be issued by the District. Each space in the storage facility is entitled to one clicker. At the time of issuance, the license holder shall execute a document evidencing receipt of the clicker and agreeing to pay, upon loss of or damage to the clicker, the District's actual replacement costs.

TAB 15

STORAGE LICENSE AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, 20____ by and between:

THE 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, and whose mailing address is 3434 Colwell Avenue, Suite 200, Tampa, Florida 33614 (the "District")

- and -

(The "User") _____ Date

Address: _____

City, State, Zip/Postal Code: _____

Home Phone No: (_____) _____ Cell No: (_____) _____

Email: _____

All Item(s) being stored: _____

Tag Number or Proof of Title: _____

Tag Expiration Date(s): _____

RV or Watercraft(s)/Trailer Length: _____

WITNESSETH:

In consideration of the premises, the covenants conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto covenant and agree as follows:

1. Grant of License

District hereby grants to User a license to use RV/Watercraft **Storage Space No.** _____, **Space Length** _____, **Space Fee Amount** \$ _____, in the RV/Watercraft storage facility owned by the District and located along Big Oak Drive, in St. Augustine, Florida (the "Unit"), subject to the terms and conditions of this Agreement.

2. Term

The term ("Term") of this License shall be for the period commencing on the date hereof through and until September 30, 20____.

Notwithstanding the foregoing, User may terminate this License at any time upon thirty (30) days prior written notice. Upon User's termination, the District shall refund to the User a proportionate amount of the Fee, as said term is defined below, for the unused portion of the Term.

3. Payment / Consideration

In consideration of the License herein granted, User agrees to pay to District a fee in the sum of the following upon execution of this Agreement (the "Fee"):

- a. Spaces 30 feet in length will be \$720.00 per year.**
- b. Spaces 35 feet in length will be \$960.00 per year.**
- c. Spaces 40 feet in length will be \$1,200.00 per year.**

Should User intend on using the Unit for another Term, User shall pay the Fee to the District in full at license signing. Annual renewal Fees will be due on the 1st day of the month in which the License Term renews. There will be a Ten Dollar (\$10.00) late payment Fee after the 1st of that month. If full payment is not received by the 5th business day of the month, then the license agreement and space will be made available to the next person on the waiting list.

4. Purpose of License

During the Term hereof, User shall only be permitted to use the Unit for the purpose of storing property wholly owned by User and property permitted by the Rules adopted by the District governing the RV/Watercraft Storage Facility. A copy of the rules are attached hereto as Exhibit "A" and incorporated herein by reference. By signing this agreement, User represents that he or she has read Exhibit "A" and agrees to comply with the rules and policies set forth therein, as well as any amendments or additions thereto. User agrees not to store collectibles, heirlooms, jewelry, and works of art or any property having special or sentimental value to User. User waives any and all claims for emotional or sentimental attachments to the stored property. Nothing herein contained shall constitute any agreement or admission by District that User's stored property has any value, nor shall anything alter the release of District's liability set forth below. User acknowledges and agrees that District is not engaged in the business of storing goods for hire and no bailment is created under this Agreement. District exercises neither care, custody nor control over User's stored property, and District shall have no duty to maintain any inventory or any other records of contents stored in the Unit.

5. Enforcement

This Agreement shall be construed and governed in accordance with the laws of the State of Florida. The provisions of this Agreement may be enforced by all appropriate actions at law and in equity, including, without limitation, the right of District to terminate this Agreement.

6. Right of Entry

District may enter User's Unit for any of, but not limited to, the following reasons: pest control, maintenance, inspection, repair, alteration and fire protection. Upon the request of District, User shall provide access to District to enter the Unit for the foregoing purposes. In case of emergency, District may enter the Unit for any of the foregoing purposes without notice or consent from User,

and District reserves the right to remove the contents of the Unit to another space. For the purposes of this paragraph, the term “emergency” means any sudden, unexpected occurrence or circumstance which demands immediate attention.

7. Expiration of Term

Provided User pays the annual fee 30 days in advance of the end of the Term, the Term of this Agreement shall automatically renew. Should user fail to make such payment, the License granted by this Agreement shall automatically terminate as to the Unit and be of no further force and effect without the necessity of any further action by either party. Upon expiration of the Term or earlier termination of this Agreement, User shall immediately vacate the facility and surrender the Unit in the same condition in which User received the same, normal wear and tear excepted. Any items left in the Unit following such expiration or earlier termination of this Agreement may be removed by District at the sole cost and expense of User.

8. Compliance with Laws, Rules & Regulations

In its use of the Unit and the facility, User shall faithfully observe all municipal and county ordinances and codes and all local, state and federal statutes, rules and regulations now in force or which may hereafter be in force. User further agrees to comply with the Rules and Regulations. The rules and regulations promulgated by District may condition access to the facility in any manner deemed reasonably necessary by District. User shall not store items in the Unit which are in violation of any order or requirements imposed by any governmental authority. User shall not do any act or cause to be done any act which creates or may create a nuisance in or upon the Unit or the facility.

9. Hazardous and Toxic Materials Prohibited

User is strictly prohibited from storing or using materials in the Unit or in or around the facility which are classified as hazardous or toxic under any local, state or federal law or regulation and from engaging in any activity which produces such materials. User shall not store any welding or flammable, chemical, odorous, explosive or other inherently dangerous material in the Unit. User’s obligation of indemnity set forth in paragraph 13 specifically includes any cost, expenses, fines, liabilities, damages and/or penalties imposed against or suffered by District arising out of the storage or use of any hazardous or toxic materials by User, User’s agents, employees, invitees or guests. District may enter the Unit at any time to remove and dispose of prohibited items.

10. Indemnification

In consideration of the License granted herein, User agrees that User, at all times, will indemnify and hold harmless District from all losses, damages, liabilities and expenses (including reasonable legal fees and court costs at trial and all appellate levels) whatsoever, which may arise or be claimed against District for any injuries or damages to the persons or property of any person, firm, corporation or entity, consequent upon or arising from use or occupancy of the Unit by User (or persons acting by, through or under User) or consequent upon or arising from any acts, omissions, neglect or fault of User, User’s agents, employees, invitees or guests. In case District shall be made a party to any litigation commenced against User, User shall protect and hold District harmless and shall pay all costs, expenses and reasonable attorneys’ fees incurred or paid by District in

connection with such litigation and any appeal thereof. The provisions of this paragraph shall survive the termination of this Agreement.

11. Insurance

User, at its sole expense, shall maintain a policy of fire, extended coverage endorsement, burglary, vandalism and malicious mischief insurance for the actual cash value of stored property. User's obligation to obtain insurance on User's property is a material condition of this Agreement and is for the benefit of both parties hereto. Failure to carry the required insurance is a breach of this Agreement and User assumes all risk or loss to stored property that would be covered by such insurance. User expressly agrees that the insurance company providing such insurance shall not be subrogated to any claim of User against District, District's agents or employees for loss or damage to stored property.

12. No Liability

District makes no representations or warranties whatsoever to User with respect to the condition of the Unit. User acknowledges and agrees that the agents and employees of District are not authorized to make any warranties about the Unit. **USER SHALL NOT BE ENTITLED TO RELY UPON ANY ORAL STATEMENTS MADE BY ANY AGENTS AND/OR EMPLOYEES OF DISTRICT AND SUCH STATEMENTS SHALL NOT CONSTITUTE WARRANTIES AND SHALL NOT BE DEEMED TO BE A PART OF THIS AGREEMENT.** User acknowledges and agrees that User has had an opportunity to inspect the Unit, and User is accepting the Unit on an "AS IS" basis "WITH ALL FAULTS" and User assumes all risk with respect to the condition thereof. User agrees that District will not be responsible for any loss, theft or damage to User's stored property or to any articles left therein or for any injury or death and hereby waives any claims against District for any such loss or damage to the stored property or injury or death, even if such loss, damage, injury or death is caused by the active or passive acts or negligence of District, its agents and/or employees or from any failure of, interruption or malfunction of the utilities, appliances or fixtures, if any, provided to User under this Agreement. User further acknowledges and agrees that **ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY, QUALITY OR FITNESS OF THE ASSIGNED STORAGE SPACE AND ALL OTHER IMPLIED WARRANTIES OF ANY KIND OR CHARACTER ARE SPECIFICALLY DISCLAIMED.**

13. Locks

The Unit must be securely locked with a locking device obtained by the User, at User's sole cost and expense, and approved by District. User shall not be permitted to utilize a combination lock. Upon the expiration or earlier termination of this Agreement, User shall be responsible for removing the lock. If User fails to remove the lock, District may use whatever means are reasonably necessary to remove the lock, including hiring a locksmith to remove the lock, and shall charge the costs of such removal to User.

14. Alterations

User shall not make or cause to be made any alterations of the Unit or facility, nor post any sign thereon. Furthermore, User shall not commit nor suffer to be committed any waste in or on the Unit or at the facility.

15. Notices

Any notice to be given under this Agreement shall be in writing and sent to the party to whom it is addressed by United States certified mail, postage prepaid, return receipt requested, personal hand delivery or overnight delivery with a nationally recognized overnight delivery service, at the address set forth below:

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 West College Avenue
Tallahassee, Florida 32301
Attn: District Counsel

If to User:

Name: _____
Address: _____

Either party, from time to time, by such notice, may change its address for service of notice hereunder. Any notice sent by mail shall be deemed given three (3) days following the date of mailing. Any notice given by personal hand delivery shall be deemed given on the date delivered, and any notice sent by overnight delivery shall be deemed given on the day following the date sent.

16. Time of Essence

Time is of the essence in the performance of this Agreement by User, and in the payment of each and every installment of the Fee and other charges to be paid by User hereunder.

17. Assignability, Binding Effect

User shall not assign, sublicense, transfer or otherwise encumber this License or any interest herein, to any other person or entity. All terms and provisions of this License to be observed and

performed by User shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, representatives, agents, successors and permitted assigns. All expressed covenants of this Agreement shall be deemed to be covenants running with the land.

18. Attorneys Fees

If either party defaults in the performance of any of the terms or provisions of this Agreement and by reason thereof the other party employs the services of an attorney to enforce performance of the covenants, or to perform any service based upon defaults, then in any of such events the prevailing party shall be entitled to receive from the other party reasonable attorneys' fees and all expenses and costs incurred by the prevailing party pertaining thereto (including costs and fees relating to any appeal) and in enforcement of any remedy. This provision shall survive the expiration or earlier termination of this Agreement.

19. Recording

Neither this Agreement nor any notice hereof shall be recorded in the public records; provided, however, that nothing set forth herein shall preclude District from filing such instruments and notices as may be required for District to foreclose its lien on the stored property or otherwise exercise any of its remedies available at law or in equity.

20. Construction

The section headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation hereof. All of the parties to this Agreement have participated fully in the negotiation of this Agreement and, accordingly, this Agreement shall not be more strictly construed against any one of the parties hereto. In construing this Agreement, the singular shall be held to include the plural and vice versa, and reference to any particular gender shall be held to include every other and all genders.

21. Severability

In the event that any term or provision of this Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed as deleted as such authority determines, and the remainder of this Agreement shall continue in full force and effect.

22. Entire Agreement

This Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and may be modified only by an agreement in writing signed and sealed by both of the parties. User acknowledges and agrees that User has not relied upon any statement, representation, prior written or prior or contemporaneous oral promises, agreements or warranties except as such are expressed herein.

IN WITNESS WHEREOF the parties hereto have signed, sealed and delivered this Agreement in several counterparts, each of which shall be deemed an original, but all of which taken together constitute a single agreement, effective as of the date first above written.

Attest:

**Cross Creek North Community
Development District**

Secretary / Assistant Secretary

Chairperson, Board of Supervisors

Attest:

User:

Print:

Witness

Print:

Tab 16

Tab 17



Southside Paint Plus More

Estimate 2399

+1 9045248784

sspaintnmore@outlook.com

ADDRESS

Vesta Property services
 Cross Creek
 2819 Buck Creek Pl
 Green Cove springs Fl,
 32043

DATE
10/10/2023

TOTAL
\$6,745.40

EXPIRATION
DATE
11/11/2023

ACTIVITY	QTY	RATE	AMOUNT
Interior painting Bathrooms	1,296	2.15	2,786.40

Pole sand walls as needed.
 Prep all walls , ceilings and trim as needed , fix minor cracks and nail holes on surfaces to be painted.
 Spot prime areas of repair for proper adhesion.
 Apply up to 2 coats of finish paint provided by SSP .
 All colors and sheen are to be chosen by contractor or homeowner before start date .
 Once colors and sheens are purchased or applied , there will be a change order needed before any changes are made.
 All furniture will need to be moved by owners , if furniture is present additional charges may apply.
 SSP allows 1 owner walk and 1 contractor walk / punch list.
 Hand prints and dirt are not considered punch items , all trades should be respectful and mindful of other trades finished work .
 Charges will apply for touching up or cleaning hand prints or dirt off of finished surfaces .

ACTIVITY	QTY	RATE	AMOUNT
Interior painting Gym and meeting area. Pole sand walls as needed. Prep all walls , ceilings and trim as needed , fix minor cracks and nail holes on surfaces to be painted. Spot prime areas of repair for proper adhesion. Apply up to 2 coats of finish paint provided by SSP . All colors and sheen are to be chosen by contractor or homeowner before start date . Once colors and sheens are purchased or applied , there will be a change order needed before any changes are made. All furniture will need to be moved by owners , if furniture is present additional charges may apply. SSP allows 1 owner walk and 1 contractor walk / punch list. Hand prints and dirt are not considered punch items , all trades should be respectful and mindful of other trades finished work . Charges will apply for touching up or cleaning hand prints or dirt off of finished surfaces .	2,140	1.85	3,959.00

TOTAL

\$6,745.40

THANK YOU.

Accepted By

Accepted Date



Investment Painting Of North Florida

Cross Creek North CDD
 Mark Insel
 2895 big oak Dr
 Green Cove Springs, FL 32043

(802) 233-1100
 minsel@vestapropertyservices.com

ESTIMATE	#13657
ESTIMATE DATE	Oct 15, 2023
SERVICE DATE	Oct 13, 2023
EXPIRATION DATE	Jan 21, 2024
TOTAL	\$3,000.00

CONTACT US

229 S Torwood Drive
 Saint Johns, FL 32259

(904) 307-6649
 Investmentpaintingfl@yahoo.com

Service completed by: Dustin MacPeek

ESTIMATE

Services	qty	unit price	amount
Interior painting quote Amenity 1 and 2 Prep walls by patching holes in walls where needed, remove electrical outlet covers, nail punch nails in window seals and apply filler. Cover floors where painting, Repaint all walls with Sherwin Williams Cashmere Paint which is paint and primer in one and has a smooth elegant finish. Repaint all trim and doors with top of the line sherwin Williams Emerald Urethane trim enamel paint. Excludes inside closets Price Includes labor materials and taxes.	2.0	\$900.00	\$1,800.00
Prep and Paint 2 bathrooms Patch holes and imperfection in walls. Repaint walls, baseboards, trim and doors with Sherwin Williams Pro Industrial Multi Surface Acrylic Paint which is Dirt, mildew resistant and washable.	2.0	\$600.00	\$1,200.00
Services subtotal:			\$3,000.00
Subtotal			\$3,000.00
Total			\$3,000.00

We will match or beat a written formal estimate from a reputable, licensed and insured company with proof of estimate! To accept our estimate and schedule a start date please simply press the accept button on the email you received! You will then receive a invoice for your deposit of \$500.00 and at that time you will receive a tentative date for your approved job. This pertains to residential clients only. All commercial clients please see our terms and conditions regarding deposits amounts and procedures. These terms and conditions are subject to change at any time.

Please see our terms and Conditions for Agreements, Payment Schedules, Scheduling, Cancellation policies and more. Like us on Facebook! Write us a review on Facebook, Nextdoor & Our Website!

Thank you for your Business!