

Cross Creek Community Development District

3501 Quadrangle Boulevard, Suite 270, Orlando, FL 32817; Phone: 407-723-5900, Fax: 407-723-5901

www.crosscreekcdd.org

The **Special Meeting** of the Board of Supervisors of **Cross Creek Community Development District** will be held **Friday, August 12, 2022, at 9:00 a.m. at Holiday Inn Sarasota-Airport 8009 15th Street East Sarasota, FL 34243**. The following is the proposed agenda for this meeting.

All cellular phones and pagers must be turned off while in the meeting room.

Call in number: 1-844-621-3956

Passcode: 792 560 599 #

Join from the meeting link

<https://pfmgroup.webex.com/join/ripollv>

NOTE: If you are calling into the meeting by phone or WebEx, please MUTE your line!

BOARD OF SUPERVISORS' MEETING AGENDA

Organizational Matters

- Call to Order
- Roll Call
- Public Comment Period *[for any members of the public desiring to speak on any proposition before the Board limited 2 minutes]*

Business Matters

1. Consideration of Access Easement Agreement

Other Business

- Staff Reports
 - District Counsel
 - District Engineer
 - District Manager
- Supervisor Requests
- Audience Comments

Adjournment



**Cross Creek
Community Development District**

Consideration of Access Easement Agreement

THIS INSTRUMENT PREPARED BY:

Timothy A. Knowles, Esq.

Fla Bar #: 348181

Porges, Hamlin, Knowles, & Hawk, P. A.

1205 Manatee Avenue West

Bradenton, Florida 34205

(941) 748-3770

ACCESS EASEMENT AGREEMENT

THIS ACCESS AND UTILITY EASEMENT AGREEMENT (this "Easement"), made and entered into effective this ____st day of August, 2022 ("Effective Date") by and between DD Ft Hamer, II LLC, a Georgia limited liability company ("Davis"), Land Experts, Inc., as Trustee of the Parrish Land Trust, under Land Trust Agreement dated December 20, 2016 ("Developer") and the CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT ("CCCDD").

WITNESSETH:

WHEREAS, Land Experts, LLC, a Florida limited Liability company ("Seller") and Davis entered into an AGREEMENT OF PURCHASE AND SALE, dated September 19, 2021 ("Contract") for Davis's purchase of a fee simple title to the real property described in Exhibit "A", attached hereto and made a part hereof (the "Property") which lies within the Developer's residential development commonly known as Cross Creek ("Cross Creek Development") as evidenced in part in: (i) CROSSCREEK PHASE I-A, a Subdivision, according to the Plat thereof recorded in Plat Book 53, Pages 97 through 125 ("Phase I-A PLAT"); (ii) CROSS CREEK PHASES I-B, AND I-C a Subdivision, according to the Plat thereof recorded in Plat Book 67, Pages 44 through 64 ("Phase I-B&C Plat"); and (iii) CROSS CREEK PHASE I-D a Subdivision, according to the Plat thereof recorded in Plat Book 74, Pages 43 through 58, ("Phase I-D Plat") all recorded in the Public Records of Manatee County, Florida, (collectively "Cross Creek Subdivision Plats"). The lands described in the Cross Creek Subdivision Plats, together with any additional future platted phases of Cross Creek Subdivision, are collectively the "Cross Creek Development" which is continuing in active development; and

WHEREAS, on or about the date hereof, Davis has acquired title to the Property from Seller, in accordance with the terms and conditions of the Contract, and with benefits of this Easement; and

WHEREAS, as of the Date hereof, Developer owns or controls both the undeveloped portions and platted portions of the Cross Creek Development surrounding and adjacent to the Property ("Adjacent Property"); and

WHEREAS, Davis intends to construct a residential apartment complex upon the Property; and

WHEREAS, Developer and CCCDD desire to grant an access easement in favor of Davis and the Property, to provide pedestrian and vehicular access over the lands described in Exhibit "B" attached hereto and incorporated by reference herein ("Access Easement Area"), further comprised of the CDD Access Parcel and the Developer Access Parcel identified in Exhibit "B"

each being owned by CCCDD and Developer respectively (collectively "Access Parcels") ; and

WHEREAS, Davis, Developer and CCCDD (each individually sometimes called "**Owner**" and collectively "**Owners**") desire to create and establish a permanent easement with obligations benefitting the Davis Property and burdening portions of the Adjacent Property; and

NOW, THEREFORE, for and in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged by the parties hereto, Davis and Developer agree as follows:

1. **Grant of Access Easement for Benefit of the Davis Property.** Developer and CCCDD do with respect to their respective parcels of land identified in Exhibit "B", hereby each grant, bargain, sell and convey unto Davis, Davis' tenants, employees, agents, contractors, subcontractors, invitees, successors and assigns, and also the Davis Property, or any portion thereof, a perpetual, non-exclusive easement for the purpose of vehicular and pedestrian ingress and egress from the CROSCREEK PARKWAY public right-of-way, to and from the Property (the "Access Easement") on, over, under, through, upon and across that portion of the Adjacent Property and CCCDD Property ("Access Easement Area") as depicted in Exhibit "B" which is attached hereto and made a part hereof. The easement created herein shall benefit the Property and shall only be transferred or conveyed as an appurtenance with conveyance of the Property. This Access Easement is a burden on the lands described in Exhibit "B" and shall run with those lands and be binding on the Developer's and CCCDD's successors in title thereto, including specifically but without limitation the residential owners and residential homes owner associations within future phases of the Cross Creek Development. The Access Easement created herein is non-exclusive, and nothing herein limits the Developer's or CCCDD's use of the Access Easement Area, in manners consistent with Davis' rights and uses hereunder, including but not limited to the installation of underground utility service lines within the Access Easement Area.

2. **Construction and Maintenance.** Davis at its sole expense, shall be responsible for engineering, permitting, constructing, repairing and maintaining all roadway improvements within the Access Easement Area, including but not limited to roadway, curbing and sidewalks and the like, to be constructed in accordance with plans and permits approved and issued by Manatee County in a good, diligent and workmanlike manner and in compliance with all applicable laws, rules, regulations and ordinances. In the event that Davis or the Developer or its employees, agents, assignees or contractors, or their successors in title, cause damage to the CDD Access Parcel or adjacent lands owned by the CCCDD, or any of the improvements owned by the CCCDD located within CDD Access Parcel, or cause damage to CCCDD's other property or any improvements located thereon, in the exercise of the easement rights granted herein, then Davis or the Developer as the party causing such damage, shall, at its sole cost and expense, commence and diligently pursue the restoration of the same and the improvements so damaged to as nearly as practical, the original condition and grade within thirty (30) days after receiving written notice of the occurrence of any such damage. Further, neither Davis nor Developer shall allow any lien to attach to the CDD Access Parcel or adjacent lands owned by the CCCDD or any improvements located on within the CDD Access Parcel or adjacent property owned by the CCCDD arising out of work performed by, for, or on behalf of Davis or Developer, respectively. Davis or the Developer as applicable to any lien caused by their respective activities, shall pay or transfer to other security all such liens, claims or demands before any action is brought to enforce the same against the CDD Access Parcel or adjacent property owned by the CCCDD.

3. **Remedies.** Except as otherwise provided herein, in the event of any default under this Easement, by any of the Developer, CCCDD or Davis or their future successors in interest to the Property, Adjacent Property, or CDD Access Parcel as applicable, any party shall have all rights and remedies at law or in equity to seek redress for such default. In the event, any party to this Easement seeks to bring suit to enforce any provisions hereof or for damages on account of any breach of this Easement, the substantially prevailing party on any issue in any such litigation and any appeals therefrom, shall be entitled to recover from the non-prevailing party, in addition to any damages or

other relief granted as a result of such litigation, all costs and expenses of such litigation and a reasonable attorney's fee as fixed by the court through all appellate levels and in bankruptcy.

4. **Insurance.** In connection with the easement granted herein (including, without limitation, construction and maintenance activities and use thereof), Davis shall cause its contractors performing work with a contract price in excess of \$50,000 to obtain comprehensive general liability insurance in the amount of Two Million Dollars (\$2,000,000) per occurrence. In addition, Developer and Davis and their successors in interest to the Access Easement Area and Property, respectively shall for the duration hereof, carry comprehensive general liability insurance in the amount of Two Million Dollars (\$2,000,000) combined limits.

5. **Notices.** Any notice, request or other communication required or permitted herein shall be in writing and shall be deemed to be given upon the earlier of: (i) personal delivery (including professional overnight courier service); or (ii) three (3) Business Days after the same shall have been deposited in the United States mail, by certified or registered mail, return receipt required, postage prepaid. Such notice, request or other communication shall be addressed to the parties at the address set forth under the signature of the parties to this Easement, however, any party may change its address for notices by giving notice to the other party in the manner provided in this Section.

6. **Miscellaneous.** This Easement shall be binding upon and inure to the benefit of Davis and its respective successors and assigns. Notwithstanding the foregoing, each party shall be responsible for the obligations, duties and responsibilities set forth in this Easement only for the period of time during which such party holds fee simple title to the Property, CDD Access Parcel or Developer Access Parcel, or a portion thereof, as applicable. Time is of the essence of this Easement. If any section, provision, term or clause of this Easement shall be held invalid, void or illegal by a court of competent jurisdiction, all other sections, provisions, terms and clauses of this Easement shall not be affected or invalidated thereby. All headings contained herein are for convenience only and shall not affect, modify, limit or expand any of the provisions of this Easement. This Easement may be modified or amended only by a written instrument intended for that purpose and executed by the party against which enforcement thereof is asserted. This Easement sets forth the entire agreement between Davis, CCCDD, and Developer concerning the easements, rights and privileges set forth herein; there are no other agreements or understandings between Davis, CCCDD, and Developer with respect to these matters. This Easement shall be governed by, and construed in accordance with, the laws of the State of Florida. Each party acknowledges that it has participated in the negotiation and preparation of this Easement with the advice and assistance of legal counsel. No provision of this Easement shall be construed against or interpreted to the disadvantage of any party by reason of such party having, or being deemed to have, structured, dictated or drafted such provision. The failure of any party to insist upon strict compliance of any covenant, agreement, term, provision or condition of this Easement shall not constitute, or be deemed, a waiver thereof. Each party represents to the other that it holds fee simple legal title to the land set forth in the recitations of this Easement. Each party further represents and warrants to the other that it has full power and authority to enter into this Easement and has obtained all necessary consents and approvals to enter into this Easement and be bound by the terms and provisions hereof.

7. **Indemnification.** Davis shall indemnify and hold the CCCDD harmless, as well as all of CCCDD's supervisors, staff, agents and representatives, from and against any claims, losses or liabilities arising out of or related to the Davis' ownership, construction, installation, repair, replacement, operation and/or maintenance of any improvements that Davis chooses to install within the CDD Access Parcel or adjacent lands owned by the CDD.

8. **Limitations On Governmental Liability.** Nothing in this Easement shall be deemed as a waiver of immunity or limit of liability of the CCCDD beyond any statutory limited waiver of immunity or limits of

liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Easement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

9. **Termination.** This Easement is of perpetual duration and may not be amended or terminated except by: (i) a recorded document executed by all parties; or (ii) a final judgement of a court of competent jurisdiction specifically amending or terminating this Easement.

IN WITNESS WHEREOF, Developer, CCCDD, and Davis have caused their duly authorized officers to execute this Agreement, and affix their respective corporate seals hereto, as of the Effective Date.

DEVELOPER:

Land Experts, Inc., a Florida corporation
as Trustee of the Parrish Land Trust,
under Land Trust Agreement
dated December 20, 2016

By: _____
Carlos M. Beruff, President of
Land Experts, Inc.,

ADDRESS:

1651 Whitfield Ave, Suite 200,
Sarasota FL, 34243

—

STATE OF FLORIDA)
COUNTY OF MANATEE) SS:

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this ____ day of August, 2022, by Carlos M. Beruff, as President of Land Experts, Inc., a Florida corporation as Trustee of The Parrish Land Trust under Land Trust Agreement, dated December 20, 2016 (“Trust”). The foregoing instrument was acknowledged before me in my physical presence and he () is personally known to me or () who has produced _____, as identification.

Given under my hand and seal of office this ____ day of August, 2022.

(SEAL)

NOTARY PUBLIC in and for the State of _____
Print Name: _____

CCCDD Signature Page Follows

CCCDD Signature Page

CCCDD:

WITNESSES;

CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT,
a local unit of special-purpose government
established pursuant to
Chapter 190, laws of Florida

(print name)

(print name)

By: _____

Name: _____

Title: _____

Date: August ___, 2022

CCCDD Address:

STATE OF FLORIDA)

COUNTY OF MANATEE) SS:

The foregoing instrument was acknowledged before me, by means of [☒] physical presence or [☐] online notarization, this _____ day of August, 2022, by Charles Tokarz, as Chairman of the CROSSCREEK COMMUNITY DEVELOPMENT DISTRICT ("District") on behalf of the District. The foregoing instrument was acknowledged before me in my physical presence and he (☐) is personally known to me or (☐) who has produced _____, as identification.

Notary Public

(Print or Type Name of Notary)

Notary Commission Number

My Commission Expires:

(affix Notary seal)

Davis Signature Page Follows

DAVIS Signature Page

Davis:

DD Ft. Hamer II, LLC,
a Georgia limited liability company

By: Davis Development, Inc.,
a Georgia corporation, its Manager

By: _____
Print Name. _____
Title: _____

ADDRESS:

c/o Davis Development, Inc.,
403 Corporate Center Drive, Suite 210
Stockbridge, Georgia 30181
Attn: Fred S Hazel

STATE OF GEORGIA)
COUNTY OF HENRY)

The foregoing instrument was acknowledged before me, by means of [☒] physical presence or [☐] online notarization, this ____ day of August, 2022, by _____, as _____ President of Davis Development, Inc., a Georgia corporation, as Manager of DD Ft. Hamer II, LLC a Georgia limited liability company (“Company”). The foregoing instrument was acknowledged before me in my physical presence and he (☐) is personally known to me or (☐) who has produced _____, as identification.

Given under my hand and seal of office this ____ day of August, 2022.

(SEAL)

NOTARY PUBLIC in and for the State of _____
Print Name: _____

Exhibit "A"
Property
Legal Description

A parcel of land lying in Section 5, Township 34 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

Commence at the Northeast corner of said Section 5, run thence along the East boundary of the Northeast 1/4 of said Section 5, S. 00°05'26" W., 2663.08 feet to the Southeast corner thereof; thence along the South boundary of said Northeast 1/4 of Section 5, S. 89°02'32" W., 1470.18 feet to a point on a curve, said point also being the Point of Beginning; thence Southerly, 222.18 feet along the arc of said curve to the left having a radius of 425.00 feet and a central angle of 29°57'12" (chord bearing S. 18°09'02" E., 219.66 feet) to a point of tangency; thence S. 31°04'51" E., 277.47 feet to a point of curvature; thence Southerly, 37.73 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 86°27'38" (chord bearing S. 12°05'47" W., 34.25 feet) to a point of tangency; thence S. 55°29'43" W., 4.36 feet to a point of curvature; thence Southwesterly, 149.06 feet along the arc of a curve to the right having a radius of 464.00 feet and a central angle of 18°24'22" (chord bearing S. 64°31'47" W., 148.42 feet) to a point of tangency; thence S. 73°43'58" W., 402.04 feet to a point of curvature; thence Southwesterly, 177.85 feet along the arc of a curve to the left having a radius of 536.00 feet and a central angle of 19°00'41" (chord bearing S. 64°13'38" W., 177.04 feet); thence N.44°40'26" W., 44.38 feet to a point of curvature; thence Northwesterly, 281.64 feet along the arc of a curve to the left having a radius of 592.50 feet and a central angle of 27°14'05" (chord bearing N. 58°17'29" W., 278.99 feet) to a point on a curve; thence Northwesterly, 449.95 feet along the arc of a curve to the left having a radius of 324.00 feet and a central angle of 79°34'07" (chord bearing N. 32°19'07" W., 414.65 feet); thence N. 59°06'48" E., 557.65 feet; thence N. 00°06'46" E., 130.43 feet; thence S. 89°53'14" E., 344.40 feet; thence N. 88°50'43" E., 114.88 feet to a point of curvature; thence Southeasterly, 39.11 feet along the arc of a curve to the right having a radius of 25.00 feet and a central angle of 89°38'32", (chord bearing S. 46°20'01" E., 35.24 feet) to a point of tangency; 2) S. 01°30'45" E., 174.60 feet to a point of curvature; thence Southerly, 12.33 feet along the arc of a curve to the left having a radius of 425.00 feet and a central angle of 01°39'42" (chord bearing S. 02°20'36" E., 12.33 feet) to the Point of Beginning.

TOGETHER WITH nonexclusive, perpetual easements for access, ingress and egress over "Main Entry", and for discharge, drainage, use, detention and retention of storm water runoff over "Detention DD", as depicted on Site Plan attached to and granted by Reciprocal Easement Agreement with Covenants, Conditions and Restrictions recorded in Official Records Book 2012, Page 4385.

Exhibit "B"

Access Easement Area

CDD Access Parcel :

A tract of land of lying Tract "S" and Tract "S-1" of Crosscreek Phase I-A recorded in Plat Book 53, Page 97 of the Public Records of Manatee County, Florida, in Section 5, Township 34 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

Begin at the northwest corner of Tract "S-1" of Crosscreek Phase I-A recorded in Plat Book 53, Page 97 of the Public Records of Manatee County, Florida;; thence S.71°55'05"E. along the northerly line of said Tract "S-1", a distance of 42.08 feet; thence S.16°53'23"W., a distance of 12.30 feet to a point on the northerly right-of-way line of Crosscreek Parkway (150' wide public right-of-way) as per said Crosscreek Phase I-A, also being the point of curvature of a non-tangent curve to the left, having a radius of 675.00 feet and a central angle of 04°15'08"; thence Westerly along the arc of said curve and along said northerly right-of-way line, a distance of 50.10 feet, said curve having a chord bearing and distance of N.69°45'48"W., 50.09 feet, to the end of said curve; thence N.16°53'23"E., a distance of 29.55 feet to the westerly line of Tract "S" of said Crosscreek Phase I-A; thence S.05°27'15"E. along said westerly line, a distance of 20.86 feet to the POINT OF BEGINNING.

Containing 628 square feet or 0.0144 acres, more or less.

Together with

Developer Access Parcel:

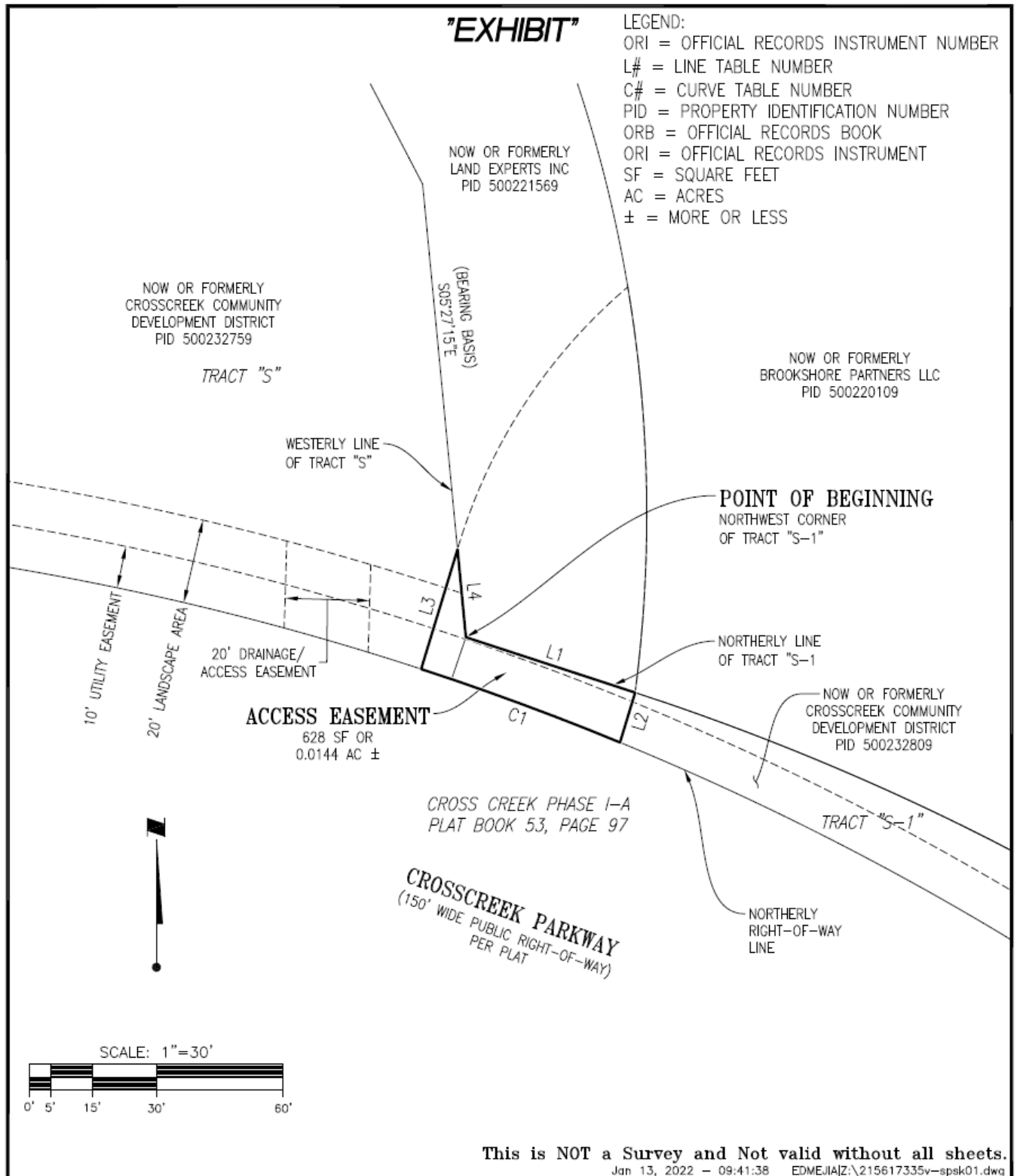
A tract of land of lying in Section 5, Township 34 South, Range 19 East, Manatee County, Florida, being more particularly described as follows:

Begin at the northwest corner of Tract "S-1" of Crosscreek Phase I-A recorded in Plat Book 53, Page 97 of the Public Records of Manatee County, Florida; thence N.05°27'15"W. along the westerly line of Tract "S" of said Crosscreek Phase I-A, a distance of 20.86 feet; thence N.16°53'23"E., a distance of 1.27 feet to a point of curvature of a curve to the right having a radius of 128.85 feet and a central angle of 32°46'04"; thence Northeasterly along the arc of said curve, a distance of 73.69 feet, to the point of curvature of a non-tangent curve to the right, having a radius of 324.00 feet and a central angle of 17°00'28"; thence Southerly along the arc of said curve, a distance of 96.18 feet, said curve having a chord bearing and distance of S.01°02'18"E., 95.82 feet, to the end of said curve; thence N.71°55'05"W. along the northerly line of said Tract "S-1", a distance of 42.08 feet to the POINT OF BEGINNING.

Containing 2,880 square feet or 0.0661 acres, more or less.

Sketches of CDD Access Parcel and Developer Access Parcel follow:

Exhibit "B" Continued _- Sketch of CDD Access Parcel



SKETCH & DESCRIPTION OF AN
ACCESS EASEMENT LOCATED IN
SECTION 5, TOWNSHIP 34 S., RANGE 19 E.,
MANATEE COUNTY, FLORIDA



Stantec

6920 Professional Parkway East, Sarasota, FL 34240-4414
 Phone 941-907-6900 • Fax 941-907-6910
 Certificate of Authorization #27013 • www.stantec.com
 Licensed Business Number 7666

TASK CODE: 910	DRAWN BY: EDM	CHKD BY: JRJ	CAD FILE: 215617335v-spsk01	PROJECT NO: 215617335	SHEET 1 OF 2	DRAWING INDEX NO: 215617335v-spsk01	REV:
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Exhibit "B" Continued – Sketch of Developer Access Parcel

