Cross Creek
Community Development District

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www.crosscreekcdd.org

The continued meeting of the Board of Supervisors of the **Cross Creek Community Development District** will be held **Tuesday, June 6, 2023, at 10:00 a.m. at 4000 Creekside Park Drive, Parrish FL, 34219.** The following is the proposed agenda for this meeting.

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]***

1. Consideration of the Minutes of the January 24, 2023, Board of Supervisors' Meeting

Business Matters

2. Consideration of Resolution 2023-04, Approving a Preliminary Budget for Fiscal Year 2024 and Setting a Public Hearing Date [Suggested Hearing Date of August 22, 2023]
3. Discussion of the Irrigation, Pump System and Landscaping
4. Discussion of the Perimeters of Willow/Laurel Responsibility under License Agreement

Other Business

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

Adjournment

pfm

Cross Creek
Community Development District

Minutes of the January 24, 2023,
Board of Supervisors' Meeting

MINUTES OF MEETING

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS MEETING
Tuesday, January 24, 2023, at 11:00 a.m.
Holiday Inn Sarasota-Airport 8009 15th Street East, Sarasota, FL 34243

Board Members Present were:

Charlie Tokarz	Chairperson
Connor Chambers	Vice Chairperson
Kathy Beccia	Assistant Secretary
Lianna Litwin	Assistant Secretary
Bruce Stolarz	Assistant Secretary

Also present were:

Venessa Ripoll	District Manager - PFM Group Consulting LLC
Vivian Carvalho	District Manager- PFM Group Consulting LLC (via phone)
Jorge Jimenez	PFM Group Consulting LLC (via phone)
Amy Champagne	PFM Group Consulting LLC (via phone)
Andy Cohen	District Counsel- Persson Cohen & Mooney, P.A.
Charlie McKinnies	Medallion Home
Gabby Baca	Medallion Home
Andrew Irick	Medallion Home
Bill Gipp	LMP
Chris Berry	LMP

FIRST ORDER OF BUSINESS **Organizational Matters**

Call to Order and Roll Call

Ms. Ripoll called the meeting to order at 11:12 a.m. and confirmed quorum.

Public Comment Period

No Public Comments.

Consideration of the Minutes of the November 22, 2022, Board of Supervisors' Meeting

The Board reviewed the minutes. Mr. Cohen had corrections that District Staff will be correcting.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board approved the Minutes of the November 22, 2022, Board of Supervisors' Meeting with corrections by District Counsel.

SECOND ORDER OF BUSINESS **Business Matters**

Discussion of Storage Room

Ms. Litwin stated the district has the storage room that has been utilized for the last few years for Medallion Homes purposes as their construction office. However, there was no agreement put into place for such usage. The residents would like to be able to use that room. Ms. Litwin noted she went into the model home for Medallion Home and she was told that there are no lots left available to sell inside of Cross Creek and that room was being utilized for construction developer representatives for surrounding properties. She stated that since the storage room is a part of the Cross Creek CDD and the district amenity center, Ms. Litwin feels it would be appropriate for Medallion Home to move their things out of there. The district is paying for the electricity associated to the room with no contribution from the developer. Ms. Litwin stated she had talked with Mr. Berry when her and Ms. Ripoll met in December and had asked that they move out of there so members of the district could put all of their storage items in there like Christmas items that were purchased. Members of the District talked about maybe making it into a workout area. The community that is right over the bridge is replacing all their equipment and they said that they would gift the district some workout equipment to put in there. So, the residents would like to have that storage area back for their use.

Ms. Beccia noted just for everyone's information she confirmed and verified no one from Medallion Home is utilizing that space. She stated there are documents in the room which she has coordinated with the construction team and Medallion Home staff to clear everything out from the room. She confirmed there are no subcontractors and or trades that have been using the space.

Mr. Stolarz asked for a target date when all items will be cleared from the room.

Ms. Beccia stated she might be able to get it done today. She noted that she is in the process of texting the construction team back and forth, so they are trying to get it done this week. Once it's all done, she will let Venessa know so she can notify and update everyone.

Ms. Litwin asked once that happens, is it possible to switch that lock that is there for a key fob so that people have access to it? She noted that she also was gifted some commercial big umbrellas so the district will have umbrellas for the tables, but to use that area for residents to put the umbrellas, when there are storms there will be a place to put them.

Mr. Cohen asked who would have access to it? He noted he has a liability concern if nobody is there could kids be getting in there sleeping or doing things in there.

Ms. Litwin stated with the fob it will be the same access as getting into the bathrooms so, residents would be able to open the storage room door to get in there.

Mr. Cohen stated he thinks it might be better just a code lock or something that only the Board members and people who are authorized have the code for.

Ms. Litwin stated the area that has all the electronics is behind a separate closed locked door, so that is not really a big worry to go in there the district could add a video camera into that space since the District already has video cameras, other than that, the only other room that is opened is the air conditioner. That's the only other thing that's in there besides the Christmas decorations.

Ms. Litwin stated that's where the District's security comes into place, the current security vendor hasn't really been reporting anything that's happening, even though residents know that there's a lot of people accessing that area that should not be.

Ms. Litwin stated it's something that the Board could figure out as long as the District has that option of having that area back since the residents pay for it, she thinks that it's a step in the right direction.

Mr. Chambers asked if Ms. Baca could commit to having the storage room cleaned out by the end of next week?

Ms. Baca said she could commit to having the storage room cleared by the end of next week and she will communicate with Ms. Ripoll when it is done.

Discussion of Perimeters of Willow/ Laurel Responsibility under License Agreement

Ms. Litwin stated she met with Ms. Ripoll and Mr. Berry on December the 5th and they walked that area. There were a lot of questions of responsibility on that area and she hadn't heard back from Mr. Berry on any of the questions that she had on it. The previous Board had approved this license agreement; however, it doesn't go into any detail of what exactly is the responsibility of the Willows and the Laurels. The District has electricity for all those street poles that are on that property, the irrigation which at the time December 5th Mr. Berry said within 30 days he thought that they would be on their own pump. Ms. Litwin asked does District staff know if that happened because that was almost two months ago?

Ms. Litwin noted the District's pump is in very bad condition, it is extremely noisy, it sounds like it's going to blow up and it spews water everywhere. This licensed area is being watered several times a day because of all the new landscaping which is putting a great deal of taxing on the District's irrigation system. Ms. Litwin stated she isn't sure why the District gave them the license agreement to use the property without having all this stuff set up into place prior. Right now it is costing the residents of Cross Creek CDD money to take care of their electricity for the street poles that are on that property, their irrigation, and the taxing on the pump. The District was paying for several months to Brightview to do the landscaping on that area, that has since been switched. Ms. Litwin noted she did

ask Mr. Berry to come up with some type of agreement to get paid back what the residents have been taking care of as Cross Creek CDD on that licensed piece of property that the residents should not have been paying anything for. As far as the license agreement goes, what Ms. Litwin had asked Mr. Berry when he and Ms. Ripoll had met was that the District does an addendum or amend that license agreement to include more detail. Ms. Litwin stated she wouldn't want the residents to have to fight with the HOA for the Willows and Laurels because it is not stated in the license agreement who is responsible for the electricity, street poles repairs that are on licensed property, who is responsible for irrigation, and who is responsible for the other side of the sidewalk. There are also areas that are not in the license agreement, but it looks like they're going to be putting some things in there where there is going to have to be some type of landscaping or additional fence that is still the Cross Creek CDD property.

Ms. Litwin asked if anyone knows if they are still running off the District's irrigation or if they put in their own pump.

Mr. Chambers stated he agrees completely that the Hoover Pump Station is in need of either major renovations or replacement, it is in very bad shape and Mr. Seibert has done a very good job keep it running. He noted on the question of the license agreement that he appreciates the fact that the developer did step forward to offer to take care of and maintain the landscaping and irrigation along the main streets, but those areas would have been the CDD's responsibility anyway, just by the way the community was originally designed. Mr. Chambers asked would the Board entertain comments from Mr. Irick just to answer some of their questions about how quickly or soon the irrigation for those Phases1D and F will be undertaken.

Mr. Irick stated just to kind of recap what Mr. Chambers was talking about Medallion has come in a situation where the rights of way for the roads at Silkwood Dr. and Creekside, those rights of way are CDD responsibilities. What Medallion has done with the license agreement, is Medallion has agreed that instead of the CDD mowing the grass on that one side of Silkwood and Creekside instead of the CDD handling the maintenance of the grass and the landscaping that was added that the HOA would take over the responsibility and the cost of that maintenance now. He noted that the Board members are totally correct that there is irrigation taking place right now using the CDD water, that might be a little bit in excess of what would have been the CDD responsibility. Mr. Irick stated it's his understanding that the HOA or Medallion home has taken over the mowing responsibility already.

Mr. Stolarz asked are they also going to mow from the sidewalk to the street poles?

Mr. Irick stated that it is his understanding that mowing from the sidewalk to the street poles will be done, and that he believes the license agreement addresses it in exhibit A.

Ms. Litwin stated it does not and that is one of the reasons that she felt like it needs to say exactly what the responsibility is, because even on the exhibit it does not show clearly where the area ends and begins.

District staff provided a picture of the area that is in question.
Ms. Litwin noted the sidewalk is not depicted on the photo.

Mr. Irick stated the easement is for the 20 feet from the sidewalk to the property line. It doesn't include the sidewalk, and it doesn't include the strip.

Ms. Litwin stated when she and District staff met with Mr. Berry, he said it would absolutely include the area.

Mr. Irick stated he will readdress the issue with Mr. Berry but right now the exhibit the way it's attached to the license agreement is from the sidewalk to the property line. He noted that was and is a CDD responsibility that in the license agreement is being taken over by the Association. The cost of mowing that area from the sidewalk to the property line is now going to be an Association cost.

Mr. Stolarz stated that even if the Association was going to take it over, the CDD would have to bill Medallion Homes for the new landscaped area.

Ms. Baca stated right now the contract Medallion has for the new HOA's continual maintenance, that strip is included in that contract so, the CDD is not paying for that strip between the street and the sidewalk, technically that space is actually County owned.

Ms. Litwin stated that's her point, with a contract everything should be clearly spelled out.

Ms. Baca suggested that an amendment could be done to include the strip in question.

Discussion ensued about the light poles and the responsibility of maintaining them.

Mr. Cohen went over the legalities of the license agreement.

Mr. Cohen stated the irrigation needs to be discussed because CDD water is being utilized to do this enhanced landscaping which the District did not contemplate in the agreement.

Mr. Chambers asked the Board if the streets are the property of the CDD or the County. Ms. Litwin stated she has been in communication with the County and the roads are owned by the County.

Discussion ensued about the stormwater drains.

On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with three in favor and two opposed, the Board approved the streetlights to stay as the CDDs responsibility.

Mr. Tokarz stated if the water is being used there needs to be reasonable or appropriate compensation given to the District.

Mr. Irick stated he is responsible for managing the switch over the water to the HOA but there has been a delay in the availability of the materials for the electricians. He noted he should be hearing back in the next week or two.

Mr. Tokarz requested that Mr. Irick provide a schedule of when the watering started and when it will end, what the estimated consumption of water has been and will be, as well

as what the basis is for that estimate, and a proposal of how much the HOA intends to pay the CDD for that usage of water. He said that the Board would then consider that at the earliest appropriate time.

Mr. Cohen stated that in the amendments to the agreement he will confirm that the HOA will be paying for the water and irrigation from their own source.

Discussion ensued about getting a map of the District that everyone can agree upon.

Ratification of Payment Authorizations 179-185

The Board reviewed the Payment Authorizations.

> On MOTION by Mr. Tokarz, seconded by Mr. Chambers, with all in favor, the Board ratified payment authorizations 179 - 185.

Review of District Financial Statements

The Board reviewed the financial statements.

THIRD ORDER OF BUSINESS **Other Business**

Staff Reports

District Counsel- Mr. Cohen stated the District did a contract with LMP and they took over on January 1st. He also noted there was an exchange of emails with BrightView, who felt that they were owed some funds, but District Counsel pushed back on that because they did not have a contract with the District, they had a contract with the HOA which was never even signed by BrightView.

District Engineer- Not present.

District Manager- Ms. Ripoll stated the next meeting is February 28, 2023, at 11:00 a.m.
Ms. Ripoll noted the removal of the Red Cedar trees has started and LMP has been approved to replace them. There is also a white fence at the amenity center that has been down and will be taken care of by the end of the week.

FOURTH ORDER OF BUSINESS **Supervisor Requests and Audience Comments**

Mr. Stolarz asked about where tracts V and C1 are located. Mr. Cohen stated he reached out to the real estate counsel for the Medallions, he stated that the previously discussed quit claim deed was never done, so the property was never conveyed so those slivers remained a part of the CDD. That area still lays within that plat area so that's why the Chair signed the plat due to that area being owned by the CDD.

Ms. Litwin mentioned that residents have been talking about the trees around the ponds. She asked if that is something LMP could look into. Mr. Gipp stated he could give a proposal on that.

FIFTH ORDER OF BUSINESS **Adjournment**

There was no other business to discuss. Ms. Ripoll requested a motion to adjourn the meeting.

On MOTION by Ms. Beccia, seconded by Mr. Chambers, with all in favor, the Board adjourned the January 24, 2023, Board of Supervisors Meeting for Cross Creek Community Development District at 12:16 p.m.

_____ _____

Secretary/Assistant Secretary Chairperson/ Vice Chairperson

Cross Creek
Community Development District

Consideration of Resolution 2023-04,
Approving a Preliminary Budget for
Fiscal Year 2024
and Setting a Public Hearing Date
[Suggested Hearing Date of August 22, 2023]

RESOLUTION 2023-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT APPROVING PROPOSED BUDGETS FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has heretofore prepared and submitted to the Board of Supervisors ("**Board**") of the Cross Creek Community Development District (**"District"**) prior to June 15, 2023, proposed budgets (**"Proposed Budget"**) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (**"Fiscal Year 2023/2024"**); and

WHEREAS, the Board has considered the Proposed Budget and desires to set the required public hearing thereon.

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

1. **PROPOSED BUDGET APPROVED.** The Proposed Budget prepared by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said Proposed Budget.

2. **SETTING A PUBLIC HEARING.** A public hearing on said approved Proposed Budget is hereby declared and set for the following date, hour and location:

DATE: _____, 2023

HOUR: _____

LOCATION: _____
_____
_____

3. **TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the Proposed Budget to Manatee County at least 60 days prior to the hearing set above.

4. **POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District's Secretary is further directed to post the approved Proposed Budget on the District's website at least two days before the budget hearing date as set forth in Section 2, and shall remain on the website for at least 45 days.

5. **PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

7. **EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 6th DAY OF JUNE, 2023.

ATTEST:

CROSS CREEK COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary

By:_____
Its:_____

Exhibit A: FY 2022/2023 Proposed Budget

Cross Creek Community Development District

FY 2024 Proposed Preliminary O&M Budget

Exhibit A

	Actual through 03/31/23	Anticipated Apr - Sept	Anticipated FY 2023 Totals	FY 2023 Adopted Budget	FY 2024 Proposed Budget
Revenues					
Assessments	$ 411,902.78	$ 4,158.22	$ 416,061.00	$ 416,061.00	$ 449,950.00
Net Revenues	**$ 411,902.78**	**$ 4,158.22**	**$ 416,061.00**	**$ 416,061.00**	**$ 449,950.00**
General & Administrative Expenses					
Public Officials' Insurance	$ 2,892.00	$ -	$ 2,892.00	$ 3,228.00	$ 3,228.00
Trustee Services	5,387.50	-	5,387.50	8,500.00	8,500.00
District Management	15,000.00	15,000.00	30,000.00	30,000.00	33,000.00
Field Management	-	3,625.00	3,625.00	7,250.00	7,250.00
Engineering	-	250.00	250.00	500.00	500.00
Annual Disclosure	1,000.00	3,000.00	4,000.00	4,000.00	1,000.00
Property Appraiser	-	500.00	500.00	500.00	500.00
District Counsel	7,534.00	4,000.00	11,534.00	8,000.00	8,000.00
Assessment Administration	5,000.00	-	5,000.00	5,000.00	5,000.00
Reamortization Schedule	125.00	125.00	250.00	500.00	500.00
Audit	-	4,400.00	4,400.00	4,400.00	4,400.00
Arbitrage Calculation	-	500.00	500.00	500.00	500.00
Postage & Shipping	77.71	50.00	127.71	100.00	100.00
Copies	-	12.50	12.50	25.00	25.00
Legal Advertising	377.21	225.00	602.21	450.00	450.00
Office Supplies	-	75.00	75.00	150.00	150.00
Web Site Maintenance	480.00	480.00	960.00	480.00	480.00
Dues, Licenses, and Fees	175.00	-	175.00	175.00	175.00
Principal	-	10,500.00	10,500.00	10,500.00	-
Interest on Loan	210.95	40.00	250.95	500.00	-
Total General & Administrative Expenses	**$ 38,259.37**	**$ 32,242.50**	**$ 81,041.87**	**$ 84,758.00**	**$ 73,758.00**
Field Expenses					
Electric	$ 18,462.88	$ 20,100.00	$ 38,562.88	$ 38,152.00	$ 38,152.00
Propane	-	-	-	100.00	100.00
Water	3,021.07	7,000.00	10,021.07	12,000.00	12,000.00
Pool Maintenance	8,135.82	6,000.00	14,135.82	10,000.00	12,000.00
Contingency	375.00	6,000.00	6,375.00	12,000.00	12,000.00
General Liability Insurance	3,826.00	-	3,826.00	4,271.00	4,271.00
Property Insurance	7,781.00	-	7,781.00	7,318.00	7,318.00
Janitorial / Cleaning	2,880.00	4,900.00	7,780.00	9,800.00	9,800.00
Camera/Monitoring (Envera)	4,589.20	3,933.60	8,522.80	7,704.00	7,704.00
Lake Maintenance	3,780.00	11,220.00	15,000.00	15,000.00	15,000.00
Landscape Maintenance	74,114.47	65,970.00	140,084.47	110,316.00	132,000.00
Landscape Improvements/Irrigation Repair	35,295.50	-	35,295.50	35,142.00	35,142.00
Contingency/Property Improvements	846.82	45,000.00	45,846.82	68,500.00	89,705.00
Pest Control	520.00	480.00	1,000.00	1,000.00	1,000.00
Total Field Expenses	**$ 163,627.76**	**$ 170,603.60**	**$ 334,231.36**	**$ 331,303.00**	**$ 376,192.00**
Total General, Administrative Expenses & Field Expense	**$ 201,887.13**	**$ 202,846.10**	**$ 415,273.23**	**$ 416,061.00**	**$ 449,950.00**
Total Expenses	**$ 201,887.13**	**$ 202,846.10**	**$ 415,273.23**	**$ 416,061.00**	**$ 449,950.00**
Net Income (Loss)	**$ 210,015.65**	**$ (198,687.88)**	**$ 787.77**	**$ -**	**$ -**

Cross Creek CDD
Adopted Debt Service Fund Budget
Series 2016A Special Assessment Bonds FY 2024
"Exhibit B"

	Proposed FY 2024 Budget
Revenues:	
Special Assessments	$50,520
Total Revenues	$50,520
Expenditures:	
Series 2016A - Interest 11/1/23	$10,360
Series 2016A - Principal 5/1/24	$20,000
Series 2016A - Interest 5/1/24	$10,360
Total Expenditures	$40,720
Excess Revenues / (Expenditures)	**$9,800**
Series 2016A - Interest 11/01/2024	$9,800.00

Budget Item Description

Revenues:

On-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected via the tax collector are referred to as "On-Roll Assessments."

Off-Roll Assessments

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. Assessments collected through direct billing are referred to as "Off-Roll Assessments."

Other Income & Other Financing Sources

Unexpected revenue source.

Administrative Expenditures:

Public Officials' Liability (POL) Insurance

Supervisors' and Officers' liability insurance.

Trustee Services

The Trustee submits invoices annually for services rendered on bond series. These fees are for maintaining the District trust accounts.

District Management Fees

The District receives Management and Administrative services as part of a Management Agreement with PFM Group Consulting, LLC. These services are further outlined in Exhibit "A" of the Management Agreement.

Field Management

Reimbursable expenses such as rental car, gas, tolls and/or mileage incurred by the Field Manager for site visits.

Engineering Fees

The District's engineer provides general engineering services to the District. Among these services are attendance at and preparation for monthly board meetings, review of invoices, and all other engineering services as requested by the District throughout the year.

Disclosure Agent

When bonds are issued for the District, the Bond Indenture requires continuing disclosure, which the disclosure agent provides to the trustee and bond holders.

Property Appraiser Fee

Cost incurred for a copy of the annual parcel listing for parcels within the District from the county.

District Counsel

The District's legal counsel provides general legal services to the District. Among these services are attendance at and preparation for monthly board meetings, review of operating and maintenance contracts, and all other legal services as requested by the District throughout the year.

Assessment Administration

The District can levy a Non-Ad Valorem assessment on all the assessable property within the District in order to pay for the operating expenditures during the Fiscal Year. It is typically collected via the Tax Collector. The District Manager submits an Assessment Roll to the Tax Collector annually by the deadline set by the Tax Collector or Property Appraiser.

Re-amortization Schedules

When debt is paid on a bond series, a new amortization schedule must be recalculated. This can occur up to four times per year per bond issue.

Audit

Chapter 218 of the Florida Statutes requires a District to conduct an annual financial audit by an Independent Certified Public Accounting firm. Some exceptions apply.

Arbitrage Calculation

Annual computations are necessary to calculate arbitrage rebate liability to ensure the District's compliance with all tax regulations.

Travel & Per Diem

Travel to and from meetings as related to the District.

Telephone

Telephone and fax machine services.

Postage & Shipping

Mail, overnight deliveries, correspondence, etc.

Copies

Printing and binding Board agenda packages, letterhead, envelopes, and copies.

Legal Advertising

The District will incur expenditures related to legal advertising. The items for which the District will advertise include, but are not limited to monthly meetings, special meetings, and public hearings for the District.

Office Supplies

General office supplies.

Website Maintenance

Website maintenance fee.

Dues, Licenses & Fees

The District is required to pay an annual fee to the Department of Economic Opportunity.

Principal

Principal payment on outstanding loan.

Interest on Loan

Interest charged on outstanding loan.

Field Expenditures:

Electric

Electricity to maintain district property.

Propane

Purchase of propane for District use.

Water/Reclaimed Water

Water used for irrigation and amenity

Swimming Pool Maintenance

Swimming pool requires cleaning and maintenance.

Contingency

Other expenses incurred throughout the year.

General Insurance

General liability insurance.

Property & Casualty

Insurance to protect property and cover casualty.

Janitorial Services

Janitorial services for the clubhouse or amenity center.

Camera/Monitoring (Envera)

Installation and monitoring of security cameras.

Lake Maintenance

Maintenance of lakes owned by District.

Landscape Maintenance

Contracted landscaping and Common Area Maintenance within the boundaries of the District.

Landscape Improvements

Improvements in landscape above and beyond what is already contracted for property owned by District.

Equipment Repair & Maintenance

Repair & maintenance of District equipment, plant, or property.

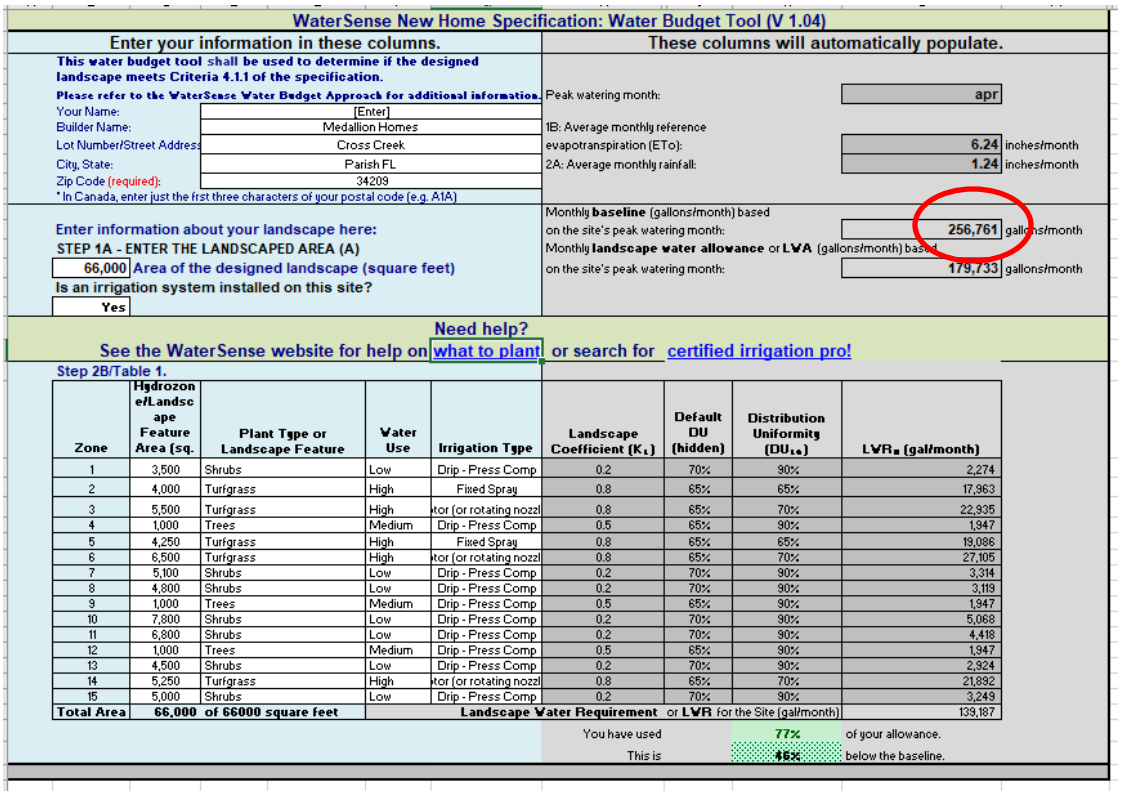
Pest Control

Pest control services.

Cross Creek
Community Development District

Discussion of the Irrigation,
Pump System and Landscaping

Willow and Laurels Water Budget and Manatee County Reclaimed water rates



WaterSense New Home Specification: Water Budget Tool (V 1.04)

Enter your information in these columns. | **These columns will automatically populate.**

This water budget tool shall be used to determine if the designed landscape meets Criteria 4.1.1 of the specification.

Please refer to the WaterSense Water Budget Approach for additional information.

Your Name:	[Enter]
Builder Name:	Medallion Homes
Lot Number/Street Address:	Cross Creek
City, State:	Parish FL
Zip Code (required):	34209

* In Canada, enter just the first three characters of your postal code (e.g. A1A)

Peak watering month:	apr	
1B: Average monthly reference evapotranspiration (ETo):	6.24	inches/month
2A: Average monthly rainfall:	1.24	inches/month
Monthly **baseline** (gallons/month) based on the site's peak watering month:	256,761	gallons/month
Monthly **landscape water allowance** or **LWA** (gallons/month) based on the site's peak watering month:	179,733	gallons/month

Enter information about your landscape here:

STEP 1A - ENTER THE LANDSCAPED AREA (A)

66,000 Area of the designed landscape (square feet)

Is an irrigation system installed on this site?

Yes

Need help?

See the WaterSense website for help on what to plant or search for certified irrigation pro!

Step 2B/Table 1.

Zone	Hydrozone/Landscape Feature Area (sq.	Plant Type or Landscape Feature	Water Use	Irrigation Type	Landscape Coefficient (K_L)	Default DU (hidden)	Distribution Uniformity (DU_{LQ})	LWR_M (gal/month)
1	3,500	Shrubs	Low	Drip - Press Comp	0.2	70%	90%	2,274
2	4,000	Turfgrass	High	Fixed Spray	0.8	65%	65%	17,963
3	5,500	Turfgrass	High	tor (or rotating nozzl	0.8	65%	70%	22,935
4	1,000	Trees	Medium	Drip - Press Comp	0.5	65%	90%	1,947
5	4,250	Turfgrass	High	Fixed Spray	0.8	65%	65%	19,086
6	6,500	Turfgrass	High	tor (or rotating nozzl	0.8	65%	70%	27,105
7	5,100	Shrubs	Low	Drip - Press Comp	0.2	70%	90%	3,314
8	4,800	Shrubs	Low	Drip - Press Comp	0.2	70%	90%	3,119
9	1,000	Trees	Medium	Drip - Press Comp	0.5	65%	90%	1,947
10	7,800	Shrubs	Low	Drip - Press Comp	0.2	70%	90%	5,068
11	6,800	Shrubs	Low	Drip - Press Comp	0.2	70%	90%	4,418
12	1,000	Trees	Medium	Drip - Press Comp	0.5	65%	90%	1,947
13	4,500	Shrubs	Low	Drip - Press Comp	0.2	70%	90%	2,924
14	5,250	Turfgrass	High	tor (or rotating nozzl	0.8	65%	70%	21,892
15	5,000	Shrubs	Low	Drip - Press Comp	0.2	70%	90%	3,249
Total Area	**66,000 of 66000 square feet**			**Landscape Water Requirement** or **LWR** for the Site (gal/month)				139,187

You have used 77% of your allowance.

This is 46% below the baseline.

256,761 = maximum/ peak gallons per month.

256,761 x $0.41 per 1,000 gallons = $105.27. Developer will reimburse $150/ month

RATES FOR TRASH, WATER & SEWER

NEW RATES GO INTO EFFECT JUNE 1, 2023
(all rates below reflect the new rate)

Example of a typical monthly water/sewer/garbage bill for single family residential customers 2023:

- **Water Usage in Gallons:** 6,000
- **Water/Sewer:** $86.06
- **Curbside Garbage**: $14.33
- **Total Bill:** $100.39

Your monthly water and sewer charges are composed of two parts: the **Base Charge** and the **Quantity Charge**. The base charge and quantity charge for each category are shown separately on the monthly bill.

NEW RATES

WATER AND SEWER BASE CHARGE RATES ›

WATER & SEWER QUANTITY CHARGE RATES ⌟

RECLAIMED WATER RATES ⌄

Agricultural facilities including nurseries: 12 cents

Large recreational facilities and golf courses: 23 cents

Governmental facilities including schools: 41 cents

Large commercial, industrial and utility facilities (greater than 500,000 gallons/day): 41 cents

Residential and commercial common areas: 41 cents

Master metered residential and commercial: 41 cents

Individual metered residential, commercial and industrial: $1.01

Landscape Maintenance Professionals, Inc.℠
PO Box 267
Seffner, FL 33583
O: 813-757-6500
F: 813-757-6501

Estimate

Submitted To:

Cross Creek CDD
c/o PFM Group Consulting LLC.
4000 Creekside Dr.
Parrish, FL 34219
Attn: Venessa Ripoli

Date	4/21/2023
Estimate #	83001
LMP REPRESENTATIVE	
RE	
PO #	
Work Order #	

Throughout property.

DESCRIPTION	QTY	COST	TOTAL
NODE100 Hunter 1 station battery operated controller	115	178.50	20,527.50
9V battery	230	5.00	1,150.00
Labor: 1 man @ $ 65.00 per hour	40	65.00	2,600.00
Install Hunter 1 station battery operated controllers.			

TOTAL **$24,277.50**

TERMS AND CONDITIONS:

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OWNER / AGENT

DATE

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O: 813-757-6500
F: 813-757-6501

Estimate

Submitted To:

Cross Creek CDD
c/o PFM Group Consulting LLC.
4000 Creekside Dr.
Parrish, FL 34219
Attn: Venessa Ripoli

Date	4/21/2023
Estimate #	83002
LMP REPRESENTATIVE	
RE	
PO #	
Work Order #	

Throughout property.

DESCRIPTION	QTY	COST	TOTAL
NODE100 Hunter 1 station batter operated controller	19	178.50	3,391.50
NODE200 Hunter 2 station batter operated controller	19	245.00	4,655.00
NODE400 Hunter 4 station batter operated controller	14	275.00	3,850.00
Pro-Trade wire connector blue	450	1.26	567.00
9V battery	104	5.00	520.00
Hunter DC latching solenoid	96	40.00	3,840.00
Labor: 1 man @ $ 65.00 per hour	84	65.00	5,460.00
Install battery operated controllers.			

TOTAL **$22,283.50**

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Estimate

Submitted To:

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c/o PFM Group Consulting LLC.
4000 Creekside Dr.
Parrish, FL 34219
Attn: Venessa Ripoli

Date	4/25/2023
Estimate #	83056
LMP REPRESENTATIVE	
CB	
PO #	
Work Order #	

Cross Creek - {2 Sub Pumps @ 350 GPM Ea = 700 GPM }
Creekside Dr, Near Freshwater Run

DESCRIPTION	QTY	COST	TOTAL
Removal and Disposal of Existing Pump Equipment down to concrete slab	1	9,750.00	9,750.00
Pump System Installation - Includes Start-up Commissioning and Training	1	19,500.00	19,500.00
Materials:	1	173,257.50	173,257.50
2 - Grundfos CUE VFD's - 22Kw 460V 3PH (44 AMP Max Each)			
2 - Grundfos Stainless Steel Submersible Motors - 6" 25HP 460V 3PH (Hi-Temp 140 F)			
2 - Grundfos Stainless Steel Submersible Pumps - 6" SP 385S250-4B			
2 - Dwyer Pressure Transducers - 1/4" SS with 20' cord (4-20ma | 5-120 PSI)			
160' - 4" PVC Schedule 80 Pipe from Pump Flow Sleeves to Discharge Piping			
175' - 8/3 AWG Double Jacketed Submersible Pump Wire w/ Ground and Splice Kit			
2 - 8" Custom Flow Sleeves with Perforated Stainless Steel Screens			
2 - 8"x4" Stainless Steel Well Seals for Flow Sleeve Centralizers			
85 Gallon Challenger Pressure Tank			

TOTAL

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4000 Creekside Dr.
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Attn: Venessa Ripoli

Date	4/25/2023
Estimate #	83056
LMP REPRESENTATIVE	
CB	
PO #	
Work Order #	

Cross Creek - {2 Sub Pumps @ 350 GPM Ea = 700 GPM }
Creekside Dr, Near Freshwater Run

DESCRIPTION	QTY	COST	TOTAL
6" Stainless Steel Electromagnetic Flow Meter with Totalizer- 6" ANSI 150# Flanges			
1" Stainless Steel Braided Accessory Hose with 45 degree swivel fitting			
1" Val-matic Combination Air Release / Vacuum Valve with 1" SS Valve to buffer			
2" Adjustable Pressure Relief Valve			
6"x30" Stainless Steel Custom 7 Port Constant Pressure Manifold			
6" Stainless Steel Tee - 150# Flanged Ends			
2 - 4" Stainless Steel LR 90 degree elbow w/ 6"x4" Concentric Reducer and Flange			
4" and 6" Spool Pieces from Manifold to underground			
6"x24" and 6"x18" Stainless Steel Spool Pieces			
4" & 6" EPDM Gaskets and Stainless Steel Bolt Packs for Flanged Connections			
4"x12" Stainless Steel Flexible Pump Connectors @ Waters Edge			
1.25" Stainless Steel Pipe Stands for Manifold and Piping Support			
6" Stainless Steel Auto Backwash Filter w/ Differential Pressure Controller (100µ)			

TOTAL

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4000 Creekside Dr.
Parrish, FL 34219
Attn: Venessa Ripoli

Date	4/25/2023
Estimate #	83056
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CB	
PO #	
Work Order #	

Cross Creek - {2 Sub Pumps @ 350 GPM Ea = 700 GPM }
Creekside Dr, Near Freshwater Run

DESCRIPTION	QTY	COST	TOTAL
6" Stainless Steel Gear Operated Butterfly Valve - Lug Style			
10"x6" Mechanical Joint Reducer with Extension and MJxFlange 90 Degree Elbow			
Stainless Steel Unistrut for Raceway from accessories to Unistrut Equipment Rack			
6"x6"x8' Concrete Posts With SS Unistrut Rack for Mounting VFD's and Accessories			
NOTES:			
50% Deposit Required Before Ordering Materials, 50% NET 30 after Final Invoice			
An electrician will need to be involved with disconnecting the current system and possibly retrofitting electrical feed for new install. This is not included in our proposal due to the nature of the incoming electrical feed as it stands.			
It will take about 3 weeks from approval to order and receive all components for the project.			
Deconstruction and installation will probably take a full week to complete once started. If you have any questions please let me know.			
Materials and Wormanship have a 1 year warranty.			

TOTAL

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Attn: Venessa Ripoli

Date	4/25/2023
Estimate #	83056
LMP REPRESENTATIVE	
CB	
PO #	
Work Order #	

Cross Creek - {2 Sub Pumps @ 350 GPM Ea = 700 GPM }
Creekside Dr, Near Freshwater Run

DESCRIPTION	QTY	COST	TOTAL
This is an estimate of cost and invoicing will reflect actual quantities used for completion.			

TOTAL	$202,507.50

TERMS AND CONDITIONS:

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OWNER / AGENT

DATE

DESIGN | BUILD | MAINTAIN

Proposal

Proposal No.: **214843**

Proposed Date: 05/01/23

PROPERTY:	FOR:
Cross Creek (Phase D, E, F) - Land Gabby Baca	Irrigation Pump Replacement

Installation of the New 30 HP 460/480 3PH Irrigation Pump at Cross Creek able to produce 700 GPM at 70 PSI

Included:

- *Installation of a Prefabricated 30HP Duplex Suction Lift pump station. UL Listed NEMA3R 460-480V 3PH WYE Delta.. VFD control with service disconnect, fault light and HOA button for pump. Pump station ships complete housed inside (1) Tan Powder Coated aluminum marine grade enclosure containing pumps, TEFC motors, galvanized sch 40 grooved piping, isolation valves, pneumatic pressure tank, liquid filled pressure gauges and necessary components for an integrated pump system on a prefabricated pad.*
- *150ft of 6" HDPE, Grooved adapters, Galvanized groove couplings, Grooved check valve 6", SS Lake Strainer*
- *Self-Cleaning Powder Coated Steel Filter, Filter, 120 micron Woven Screen installed inside of pump station enclosure*
- *Start up and programming*
- *Removal and disposal of existing Hover Pump.*
- *8" pump discharge line connected to existing system*

Excluded:

- *Electrical disconnect from existing irrigation pump unit*
- *Electrical connection to new irrigation pump service disconnect*
- *Removal and reinstallation of perimeter fence around existing unit*
- *Permitting*
- *Sales Tax*

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Pump Installation					**$128,640.00**
GT Pump-in-the-box 30HP Duplex Centrifugal 460- 480V/3PH WYE Delta	1.00	EA	$128,640.00	$128,640.00	
Existing Pump Removal					**$7,605.00**
Existing Pump Removal	1.00	EA	$7,605.00	$7,605.00	
				Total:	**$136,245.00**

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

Standard Warranty: Juniper agrees to warranty irrigation, drainage and lighting for 1 year, trees and palms for 6 months, shrubs and ground cover for 3 months, and sod for 30 days. This warranty is subject to and specifically limited by the following:

Warranty is not valid on relocated material, annuals and any existing irrigation, drainage and lighting systems. Warranty in not valid on new plant material or sod installed without automatic irrigation. Warranty does not cover damage from pests or disease encountered on site, act of God, or damaged caused by others. Failure of water or power source not caused by Juniper will void warranty. The above identified warranty periods commence upon the date of completion of all items included in this proposal. Standard Warranty does not modify or supersede any previously written agreement. Juniper is not responsible for damage to non-located underground.

Residential Agreement: A deposit or payment in full will be required before any work will begin. Any and all balance will be due upon job completion in full, unless otherwise noted in writing. All work will be performed in a workman like manner in accordance to said proposal. Any additional work added to original proposal will require written approval, may require additional deposits and will be due on completion with any remaining balances owed.

DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager) **Date**

Printed Name (Owner/Property Manager)

Signature - Representative **Date**

DESIGN | BUILD | MAINTAIN

Proposal

Proposal No.: **217373**

Proposed Date: 05/15/23

PROPERTY:	FOR:
Cross Creek CDD - Medallion Venessa Ripoll 3759 Manorwood Loop Parrish, FL 34219	Replace nodes

Scope:

Replace nodes throughout community (Location of existing BOC's to be provided by HOA or Medallion homes)

Quantities are bid per direction, if additional items are needed they will be billed at the line item cost.

Includes:

- *19 - Node100 Bluetooth Hunter 1 station battery operated controller*
- *19 - Node200 Bluetooth Hunter 2 station battery operated controller*
- *14 - Node400 Bluetooth Hunter 4 station battery operated controller*
- *All necessary labor and material to make the above items operational*

Excludes:

Labor to locate existing BOC's (Nodes) if map is not provided

ITEM	QTY	UOM	UNIT PRICE	EXT. PRICE	TOTAL
Irrigation Install					**$24,400.00**
Hunter NODE Bluetooth Controller 1 Station Battery Powered with DC Latching Solenoid	19.00	EA	$302.00	$5,738.00	
Hunter NODE Bluetooth Controller 2 Station Battery Powered with DC Latching Solenoid	19.00	EA	$490.00	$9,310.00	
Hunter NODE Bluetooth Controller 4 Station Battery Powered with DC Latching Solenoid	14.00	EA	$668.00	$9,352.00	
				Total:	**$24,400.00**

Guarantee: Any alteration from these specs involving additional costs will be executed only upon written order and will become an extra charge over and above estimate.

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DUE TO THE NATURE OF MATERIAL COST VOLATILITY, WE ARE CURRENTLY HOLDING PRICING FOR THIRTY (30) DAYS FROM PROPOSAL DATE

Signature (Owner/Property Manager) **Date**

Printed Name (Owner/Property Manager)

Signature - Representative **Date**

Subject: FW: [EXT] RE: Medallion Home. Request for 2 proposals for Cross Creek subdivision

---

From: Gary Marsh <gmarsh@ida-fl.com>
Sent: Friday, June 2, 2023 2:58 PM
To: Chris Chavez <ChrisC@medallionhome.com>
Subject: [EXT] RE: Medallion Home. Request for 2 proposals for Cross Creek subdivision

Chris,

The prices you requested are listed below in red. The pump station cost is for a new Hoover 500 gpm system with an automatic filter. I expect the Sit-One station to be considerably less once I get the proposal. Let me know if you have any questions.

Thank you,

Gary Marsh
President
Irrigation Design Associates, Inc.
941-927-1279 Ofc
941-915-0876 Mobile

1. Replacement of battery-operated controller nodes at the Cross Creek CDD:
    a. Node100 Hunter 1 station battery operated controller QTY: 19 $265.00/ea
    b. Node200 Hunter 2 station battery operated controller QTY: 19 $310.00/EA
    c. Node400 Hunter 4 station battery operated controller QTY: 14 $355.00/EA
    d. Pro-Trade wire connector blue QTY: 450 $2.75/EA
    e. 9V battery QTY: 104 $7.50/EA
    f. Hunter DC latching solenoid QTY: 96 $45.00/EA
    g. Labor as needed Included in unit costs above.
    TOTAL: $22,233
2. Replacement of Hoover pump station with 500-700gpm pump station $198,390.00. Price does not include electric. Electric supply and hook-up to be done by your electrician.
    a. New pump station would be installed adjacent to the existing Hoover pump station at Creekside Park Dr and Freshwater Run (see graphic below)



Thank you Gary. Please let me know if you need any additional information. I look forward to hearing from you.

Chris Chavez
Manager of Land Development
OFFICE: 941-567-2614
1651 Whitfield Ave., Suite 200
Sarasota, FL 34243

MH MEDALLION HOME

Cross Creek
Community Development District

Discussion of the Perimeters of Willow/Laurel
Responsibility under License Agreement

Prepared by and Return To:
Cross Creek CDD
c/o PFM Group Consulting LLC
3501 Quadrangle Boulevard Suite 270
Orlando, FL 32817

CORRECTIVE LICENSE AGREEMENT

****This License Agreement is being re-recorded to correct the name of Licensee and revise additional provisions from the original License Agreement recorded as Instrument #202241135985 of the Public Records of Manatee County, on November 8, 2022.**

THIS REVISED AGREEMENT ("Agreement") is made this __ day of _____ 2023, by and between Cross Creek Community Development District ("Licensor"), whose address is c/o PFM Group Consulting, 3501 Quadrangle Boulevard Suite 270 Orlando, FL 32817, and The Willows Single Family Homes Community Homeowner's Association, Inc. ("Licensee"), whose address is 1651 Whitfield Avenue Suite 200 Sarasota, FL 34243.

WITNESSETH:

WHEREAS, Licensor is the owner of record of TRACT V and TRACT C-1, CROSSCREEK, Phase I-A, a subdivision according to the plat thereof recorded in Plat Book 53, Page 97, of the Public Records of Manatee County, Florida (collectively the "CDD Tract") described in **Exhibit "A"**; and

WHEREAS, Licensor currently or historically owned and maintained landscaping ("CDD Landscape") which is located on the CDD Tract; and

WHEREAS, Licensee has constructed or is requesting additional permission to install and maintain certain improvements, including but not necessarily limited to irrigation, enhanced landscape, entry hardscape, low voltage lighting and related infrastructure ("Licensee Landscape") within the CDD Tract in place of the CDD Landscape; and

WHEREAS, the parties entered into a License Agreement ("License Agreement") to enable the CDD Landscape to be replaced, and the Licensee Landscape to be installed and/or remain during the term of the License Agreement subject to Licensee's continued maintenance of the Licensee Landscape, access being provided for Licensor to perform maintenance and other obligations related to the CDD Tract, and Licensee otherwise complying with the obligations and requirements referenced therein; and

WHEREAS, the parties noticed a scrivener's error in the Licensee's name as referenced in the License Agreement (corrected herein) and wish to re-confirm and revise certain provisions of the original License Agreement.

NOW THEREFORE, in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby continues to grant to Licensee a revocable, non-exclusive license to

install and maintain the Licensee Landscape in the area shown in **Exhibit "A"** subject to Licensor's access to the CDD Tract. Other than as referenced herein, use of the license shall not interfere with, or adversely impact, the Licensor's use of the CDD Tract. Any improvements (including the subject Licensee Landscape) obstructing Licensor's ability to repair and/or maintain the CDD Tract, are subject to removal and replacement at Licensee's expense. The Licensee Landscape shall be irrigated by Licensee using its own water source and at its sole cost and expense. Any and all irrigation infrastructure located within the CDD Tract shall be maintained by Licensee at its cost.

2. Unless terminated sooner pursuant to the terms hereof, the License Agreement, as amended herein, shall terminate twenty (20) years after the original date of the License Agreement and be automatically extended for successive periods of twenty (20) years, unless (a) Licensee has defaulted hereunder and Licensee has failed to cure such default, or (b) applicable laws or governmental regulations have changed such that one or more material provisions of the License Agreement, as amended herein, are no longer enforceable by Licensor. Upon expiration of the term (unless extended), or upon early termination hereunder, Licensee's rights and obligations hereunder shall terminate, and Licensee shall have the right but not the obligation to remove any items located on Licensor's property and return Licensor's property to its preexisting condition. If after thirty (30) days after termination, the subject items are not removed, Licensor may retain the items at no additional expense.

3. The Licensee Landscape shall be installed in a good and workmanlike manner and maintained in the same condition as was originally installed or better, with both installation and maintenance in compliance with all applicable laws, rules, regulations, ordinances and orders of any government entity and the applicable homeowner association. In addition to the obligations referenced herein, Licensee shall additionally maintain the grass between the back of curb and the CDD Tract (hereinafter referred to as "Sidewalk Strip" recognizing that such area is not owned by the Licensor). All areas of maintenance (including the CDD Tract and Sidewalk Strip) are shown on Exhibit "B." Maintenance of the Sidewalk Strip shall consist of lawn care/maintenance and irrigation repair/maintenance. Licensee shall not be responsible for any street lighting fixtures or sidewalks within any of the subject maintenance area. Licensor makes no representation about the ability of Licensee to obtain applicable permits to install the landscape and related items on the CDD Tract. Any and all such permits are the sole responsibility of Licensee.

4. Licensor and Licensor's agents shall have the right to inspect the installation of the subject landscape and related items on the CDD Tract from time to time, at Licensor's reasonable discretion. Disruption of the CDD Tract shall be kept at a minimum during installation or repair of the Licensee Landscape. Licensee shall not allow any construction liens to be filed against any part of Licensor's land. In the event a claim of lien is recorded, Licensee shall cause the same to be discharged by deposit, bonding, payment or otherwise within five (5) calendar days after recordation of same. Further, Licensee agrees to indemnify Licensor against any claim, damage or loss incurred by Licensor as a result of the filing of any construction lien in connection with Licensee's installation, repair, or maintenance of the Licensee Landscape.

5. In exchange for the consideration previously referenced in the License Agreement

and herein, the receipt and sufficiency of which are again acknowledged by Licensee, Licensee ("Indemnitor") hereby agrees to defend with counsel approved by Licensor, to hold harmless and indemnify Licensor, ("Indemnitee") from any liability for injury, loss, accident or damage to any person or property, and from any claims, actions, proceedings and expenses and costs in connection therewith (including, without limitation, reasonable counsel fees), (i) arising from (a) the omission, fault, willful act, negligence or other misconduct of Licensee, or Licensee's contractors, licensees, agents, family members or invitees, or (b) any use made, or matter done, or occurring on the CDD Tract or Sidewalk Strip referenced herein, or (ii) resulting from the failure of Licensee to perform or discharge its covenants and obligations under the License Agreement, as amended.

6. In the event Licensee is in default in the performance of any of Licensee's obligations under the License Agreement, as amended, and such default is not cured within fifteen (15) calendar days after written notice thereof (except for the 5-day notice as referenced in Section 4 above) from Licensor to Licensee, then Licensor shall have all rights available under the law including but not limited to the following remedies: injunctive relief; damages; and termination of the License Agreement, as amended, upon which termination all rights of Licensee hereunder shall terminate.

7. Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under the License Agreement, as amended, or arising out of any matter pertaining to the License Agreement, as amended, or the services to be performed hereunder (a "**Proceeding**"), shall be submitted for trial, without jury, solely and exclusively before the Circuit Court of the Twelfth Judicial Circuit in and for Manatee County, Florida; provided, however, that if such Circuit Court does not have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before the United States District Court for the Middle District of Florida (Tampa Division); and provided further that if neither of such courts shall have jurisdiction, then such Proceeding shall be so submitted solely and exclusively before any other court sitting in Manatee County, Florida, having jurisdiction. The parties (i) expressly waive the right to a jury trial, (ii) consent and submit to the sole and exclusive jurisdiction of the requisite court as provided herein, and (iii) agree to accept service of process outside the State of Florida in any matter related to a Proceeding in accordance with the applicable rules of civil procedure.

8. The License Agreement, as amended, shall be binding upon and inure to the benefit of the parties and their respective legal representatives, successors, and permitted assigns. The rights and obligations of Licensee shall run with the title to the CDD Tract. The rights and obligations of Licensee hereunder may not otherwise be transferred, assigned, or pledged to a third party.

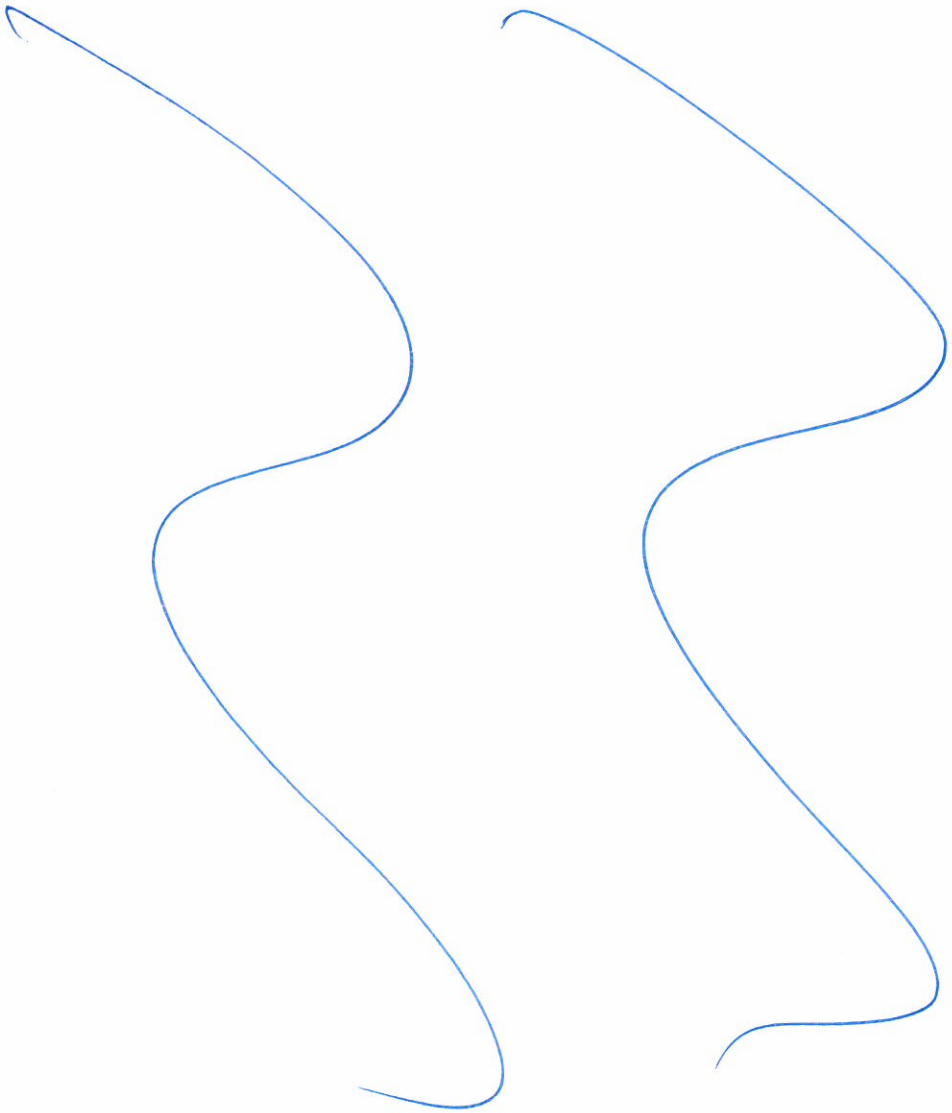
9. Licensor may record this Agreement in the public records of Manatee County, Florida.

10. In connection with any litigation arising out of or in connection with the License Agreement, as amended, the prevailing party shall be entitled to recover all of such party's expenses incurred in connection therewith, including reasonable attorney's fees and costs at the trial and

appellate levels, at bankruptcy proceedings and proceedings to determine entitlement to and reasonableness of the amount of such fees and costs.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

SIGNATURE PAGE TO FOLLOW



IN WITNESS WHEREOF, the undersigned have executed this Agreement the date first set forth above.



EXHIBIT "A"

LEGAL DESCRIPTION of the "CDD TRACT"

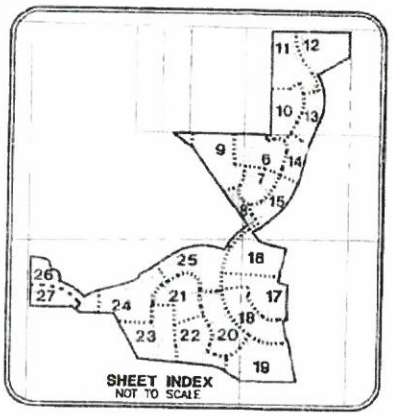
TRACTS "C-1" (Landscape Area) and "V" (Landscape Area), Subdivision Plat of CROSSCREEK PHASE I-A, as recorded in Plat Book 53, Pages 97-125, Public Records of Manatee County, Florida.

The locations of the two above Tracts are illustrated on the enclosed Sheets 8, 24 and 25 of the above Plat of CROSSCREEK PHASE I-A.

CROSSCREEK PHASE I-A

A SUBDIVISION IN SECTIONS 4 AND 5, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

PLAT BOOK 53 PAGE 104
SHEET 8 OF 29 SHEETS



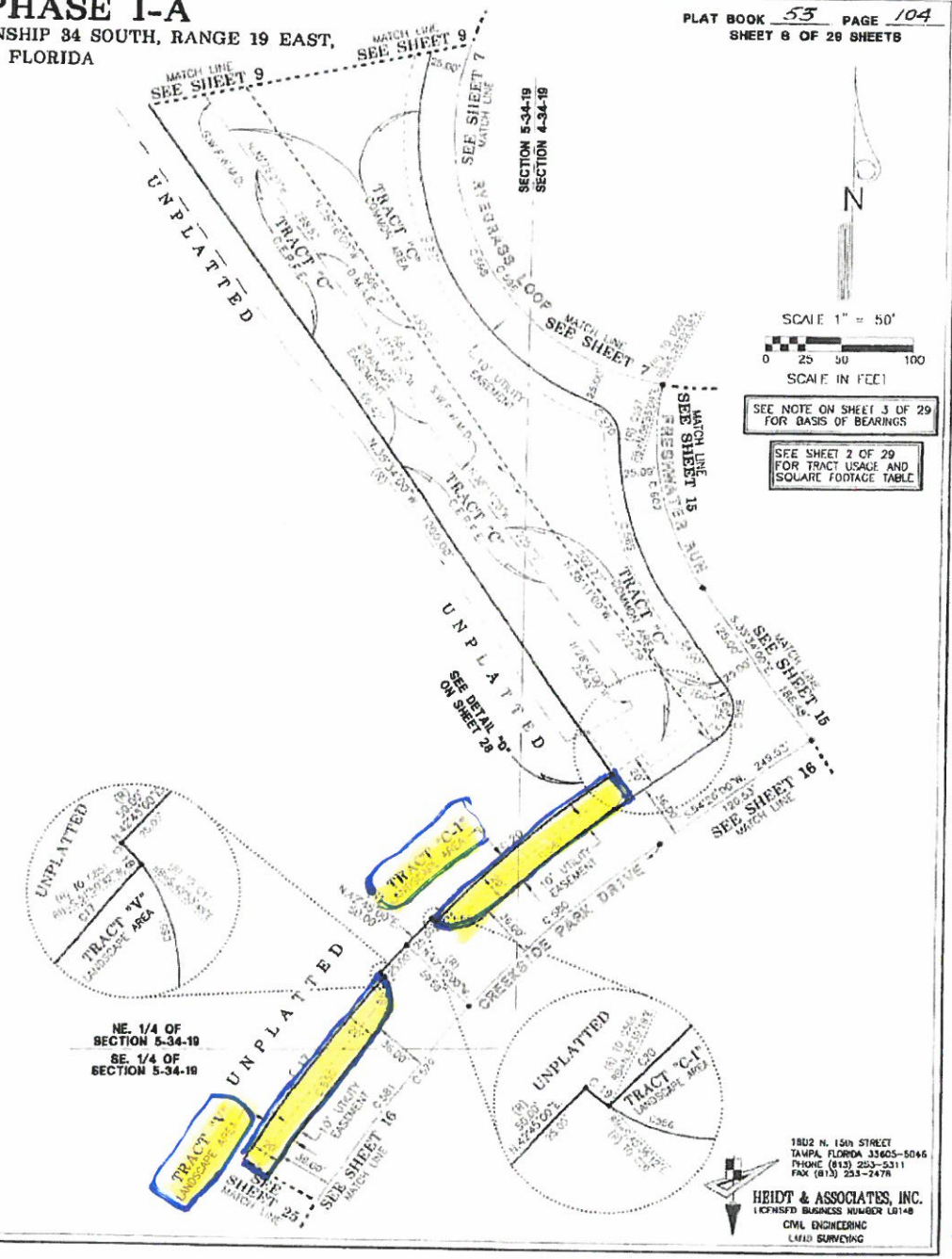
SHEET INDEX
NOT TO SCALE

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
12	881.00	14°09'20"	217.66	109.39	217.11	N.36°01'32"E.
16	25.00	39°05'42"	3.97	1.99	3.96	N.42°42'09"W.
19	25.00	39°05'42"	3.97	1.99	3.96	S.01°47'51"E.
20	881.00	10°02'12"	154.33	77.36	154.13	N.49°24'54"E.
560	881.00	12°34'01"	188.85	94.80	188.47	N.33°13'53"E.
566	25.00	77°40'12"	33.89	20.13	31.35	N.84°49'12"E.
567	881.00	08°26'54"	126.95	63.59	126.84	N.50°12'33"E.
568	25.00	90°00'01"	39.27	25.00	35.36	N.09°26'00"E.
569	200.00	34°42'18"	121.14	62.49	119.30	N.16°12'51"W.
570	25.00	67°55'17"	29.64	16.84	27.93	N.34°48'26"W.
571	195.00	92°50'13"	315.96	204.00	282.51	N.22°21'52"W.
579	825.00	109°36'00"	1578.13	1169.51	1349.29	S.60°22'00"E.
580	825.00	11°41'00"	168.23	84.41	167.94	S.48°35'30"W.
581	825.00	19°45'00"	284.36	143.81	282.97	S.32°52'30"W.
596	170.00	153°44'14"	456.16	728.72	331.11	N.52°48'55"W.
598	170.00	105°08'05"	311.94	222.09	269.98	N.25°30'49"W.
602	175.00	46°41'22"	142.60	75.53	138.66	S.12°13'19"E.
759	25.00	78°27'48"	34.24	20.41	31.62	N.15°12'07"E.
760	25.00	11°32'13"	5.03	2.53	5.03	N.20°47'53"W.
351	25.00	77°40'12"	33.89	20.13	31.35	N.00°48'48"E.

LEGEND:

1. Symbol ● indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB148, unless otherwise noted.
2. Symbol ⊕ indicates (P.R.M.) Offset Permanent Reference Monument – 4"x4" Concrete Monument LB148, unless otherwise noted.
3. Symbol ■ indicates (P.C.P.) Permanent Control Point LB148
4. (R) Indicates radial line
5. (NR) indicates non-radial line
6. RB – Reference Bearing
7. S.W.F.W.M.D – Southwest Florida Water Management District Wetland Line
8. C.E.P.U.E. – Conservation Easement Public Flowage Easement
9. SF – Square Feet
10. D.M.A.E. – Drainage Maintenance and Access Easement
11. NO – Number
12. C – (See Curve Number Note on Sheet 3)



1802 N. 15th STREET
TAMPA, FLORIDA 33605-5046
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HEIDT & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER LB148
CIVIL ENGINEERING
LAND SURVEYING

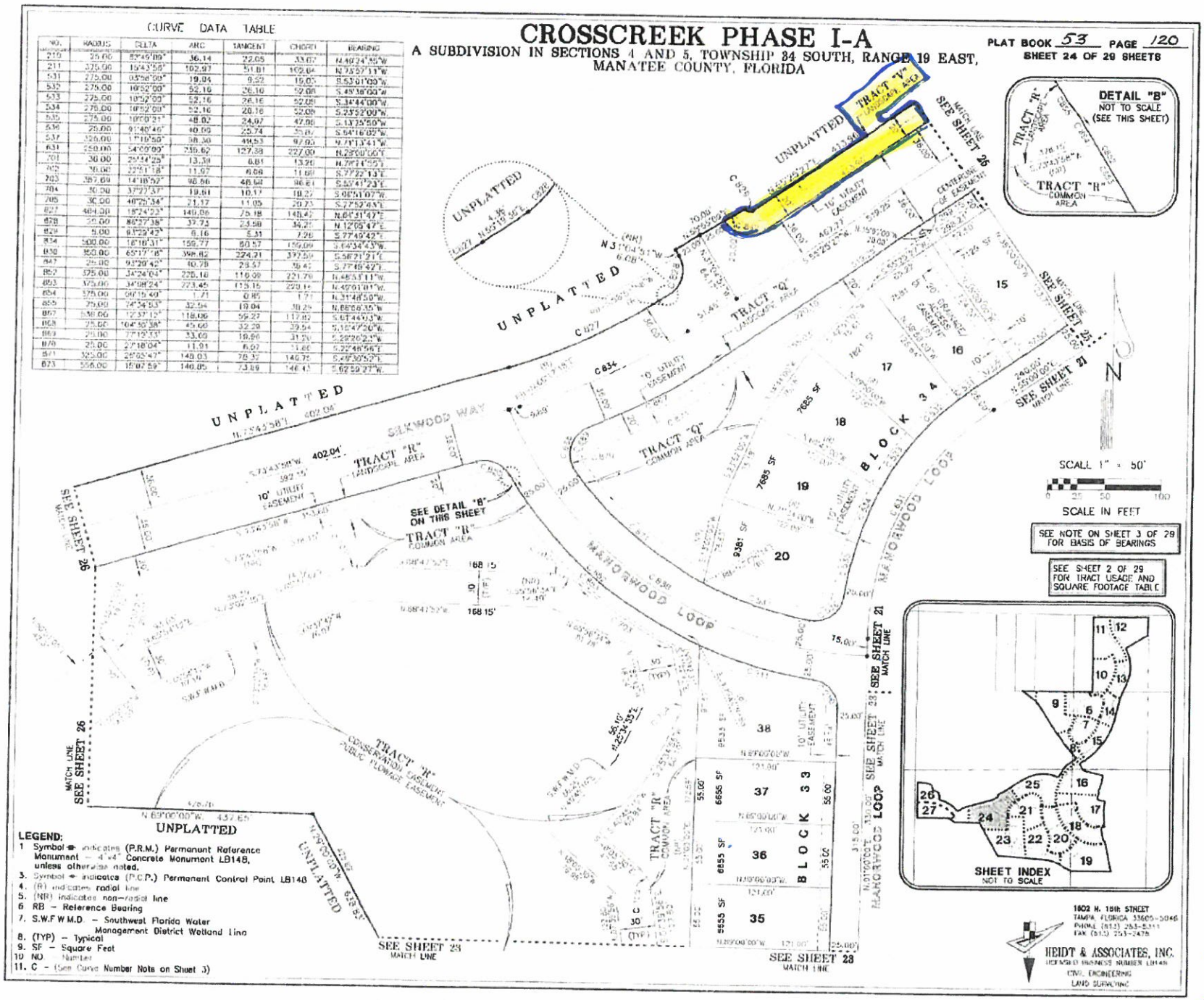
CROSSCREEK PHASE I-A

A SUBDIVISION IN SECTIONS 4 AND 5, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

PLAT BOOK 53 PAGE 120
SHEET 24 OF 29 SHEETS

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
210	25.00	83°46'09"	36.14	22.05	33.02	N.48°24'55"W.
211	325.00	19°43'56"	102.97	51.91	102.04	N.73°57'11"W.
531	275.00	05°56'00"	19.04	9.52	19.05	S.53°01'00"W.
532	275.00	10°52'00"	52.16	26.16	52.08	S.48°36'00"W.
533	275.00	10°52'00"	52.16	26.16	52.08	S.37°44'00"W.
534	275.00	10°52'00"	52.16	26.16	52.08	S.26°52'00"W.
535	275.00	10°00'21"	48.02	24.07	47.96	S.16°25'50"W.
536	25.00	91°40'46"	40.00	25.74	35.87	S.54°16'02"W.
537	325.00	17°10'50"	97.50	49.53	97.13	N.71°13'41"W.
631	250.00	54°09'00"	236.62	127.38	227.00	N.23°00'00"E.
701	30.00	25°34'25"	13.39	6.81	13.28	N.78°14'05"E.
702	30.00	22°51'18"	11.97	6.08	11.89	S.77°22'13"E.
703	387.69	14°18'52"	96.86	48.68	96.61	S.59°41'23"E.
704	30.00	37°27'37"	19.61	10.17	19.27	S.86°51'02"W.
705	30.00	40°20'34"	21.12	11.05	20.73	S.27°52'45"E.
827	484.00	18°24'23"	155.46	78.48	154.74	N.66°51'47"E.
828	30.00	86°27'38"	37.73	23.58	34.27	N.12°05'47"E.
829	5.00	8°29'42"	0.74	0.37	0.74	S.77°49'42"E.
834	500.00	18°18'31"	159.77	80.57	159.09	N.64°34'45"W.
836	350.00	65°17'16"	398.82	224.21	377.59	S.56°21'21"E.
847	25.00	9°29'42"	10.79	5.57	10.42	S.77°49'42"E.
852	375.00	34°24'04"	225.18	116.09	221.79	N.46°51'11"W.
853	375.00	34°08'24"	223.45	115.15	220.14	N.47°01'01"W.
854	375.00	00°15'40"	1.71	0.85	1.71	N.31°48'50"W.
855	25.00	74°34'53"	32.54	19.04	30.29	N.86°08'35"W.
857	550.00	12°37'15"	118.06	59.27	117.82	S.67°49'03"W.
858	25.00	104°30'38"	45.60	32.29	39.54	S.16°47'20"W.
859	25.00	77°12'33"	33.69	19.86	31.20	S.28°26'21"W.
870	25.00	27°18'04"	11.91	6.07	11.80	S.22°48'56"E.
871	325.00	26°05'47"	148.03	75.32	146.75	S.46°30'57"E.
873	556.00	15°07'59"	146.85	73.89	146.41	S.62°59'27"W.



LEGEND:

1. Symbol ● indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB148, unless otherwise noted.
3. Symbol ✦ indicates (P.C.P.) Permanent Control Point LB148
4. (R) indicates radial line
5. (NR) indicates non-radial line
6. RB – Reference Bearing
7. S.W.F.W.M.D. – Southwest Florida Water Management District Wetland Line
8. (TYP) – Typical
9. SF – Square Feet
10. NO – Number
11. C – (See Curve Number Note on Sheet 3)

1802 N. 15th STREET
TAMPA, FLORIDA 33605-5046
PHONE (813) 253-5311
FAX (813) 253-2478
HEIDT & ASSOCIATES, INC.
LICENSED BUSINESS NUMBER LB148
CIVIL ENGINEERING
LAND SURVEYING

CROSSCREEK PHASE I-A

A SUBDIVISION IN SECTIONS 4 AND 5, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA

PLAT BOOK 53 PAGE 121
SHEET 25 OF 29 SHEETS

LEGEND:

1. Symbol ● indicates (P.R.M.) Permanent Reference Monument – 4"x4" Concrete Monument LB148, unless otherwise noted.
2. Symbol ⊕ indicates (P.R.M.) Offset Permanent Reference Monument – 4"x4" Concrete Monument LB148, unless otherwise noted.
3. Symbol ■ indicates (P.C.P.) Permanent Control Point LB148
4. (R) indicates radial line
5. (NR) indicates non-radial line
6. PB – Reference Bearing
7. SF – Square Feet
8. NO. – Number
9. C – (See Curve Number Note on Sheet 3)

SCALE: 1" = 50'

SCALE IN FEET

SEE NOTE ON SHEET 3 OF 29 FOR BASIS OF BEARINGS

SEE SHEET 3 OF 29 FOR LOT SIZING AND SQUARE FOOTAGE TABLE

NOTE:
Cardinal bearings where shown on this plat shall be assumed to have the same bearings as follows:
NORTH – N.00°00'00"E.
SOUTH – S.00°00'00"W.
EAST – N.90°00'00"E.
WEST – N.90°00'00"W.

SHEET INDEX
NOT TO SCALE

SILKWOOD WAY
BEACHBLOSSOM COURT
MANGROVEWOOD LOOP
LARCHMERE LANE
CROSSCREEK DRIVE
UNPLATTED
TRACT "V"
TRACT "Q"
COMMON AREA
BLOCK 3 4
10' UTILITY EASEMENT
SEE DETAIL "E" ON SHEET 28
SEE SHEET 16
SEE SHEET 17
SEE SHEET 18
SEE SHEET 20
SEE SHEET 21
SEE SHEET 24
MATCH LINE

CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
C7	661.00	14°09'26"	212.60	109.39	217.11	N.34°01'32"E.
C97	35.00	68°43'27"	37.64	21.61	34.33	S.37°56'16"W.
C98	475.00	08°07'56"	67.42	33.77	67.36	S.82°21'58"W.
C99	475.00	12°40'54"	105.02	52.73	104.81	N.84°14'01"W.
C19	25.00	48°37'56"	34.31	20.47	33.68	N.38°36'03"W.
C11	300.00	11°25'55"	59.85	30.03	59.74	N.04°58'57"W.
C12	300.00	16°16'15"	85.42	29.87	85.20	N.18°21'26"W.
C13	200.00	11°39'28"	40.69	20.42	40.62	N.31°46'50"W.
C14	25.00	77°06'37"	33.67	19.94	31.18	N.69°55'11"E.
C15	175.00	06°15'28"	19.11	9.57	19.10	N.42°37'44"E.
C16	25.00	62°27'05"	27.25	15.16	25.92	N.75°56'01"E.
C17	55.00	67°01'33"	64.37	36.44	60.76	N.74°40'47"E.
C18	55.00	46°06'09"	44.10	23.35	42.90	N.18°09'00"E.
C19	55.00	46°06'09"	44.10	23.35	42.90	N.27°57'09"W.
C20	55.00	46°06'09"	44.10	23.35	42.90	N.73°51'00"W.
C21	55.00	46°06'09"	44.10	23.35	42.90	S.69°08'00"W.
C22	55.00	33°24'48"	29.19	14.99	28.85	S.21°56'36"W.
C23	25.00	45°44'19"	19.08	10.03	18.62	S.29°56'21"W.
C24	225.00	10°56'51"	42.10	21.12	42.04	S.44°09'16"W.
C25	25.00	77°09'37"	33.67	19.94	31.16	S.26°04'40"W.
C26	200.00	11°51'37"	41.40	20.77	41.33	N.49°16'11"W.
C27	200.00	14°48'00"	51.66	25.98	51.52	N.82°26'00"W.
C28	200.00	14°48'00"	51.66	25.98	51.52	S.82°36'00"W.
C29	200.00	14°48'00"	51.66	25.98	51.52	S.67°48'00"W.
C30	200.00	03°24'02"	11.85	5.93	11.84	S.53°42'00"W.
C42	25.00	86°00'09"	37.53	23.31	34.10	S.23°58'56"E.
C43	850.00	24°22'36"	362.36	183.88	359.64	S.06°47'21"W.
C44	870.00	04°31'20"	68.67	34.35	68.65	N.07°45'40"E.
C45	544.00	12°10'04"	115.53	57.98	115.31	N.86°26'24"W.
C46	544.00	09°40'16"	91.82	46.02	91.71	N.85°11'30"W.
C47	544.00	02°25'48"	23.71	11.85	23.70	S.88°43'28"W.
C48	625.00	169°36'00"	1576.13	1109.51	1348.29	S.80°22'00"E.
C61	625.00	19°45'02"	284.36	143.61	282.97	S.32°52'33"W.
C62	625.00	31°40'00"	456.45	234.23	450.65	S.02°09'00"W.
C63	175.00	134°03'16"	409.45	412.87	322.24	S.67°58'22"E.
C64	175.00	74°31'00"	227.55	133.07	211.85	S.36°45'00"E.
C65	175.00	59°32'16"	181.90	100.13	173.82	S.29°43'22"E.

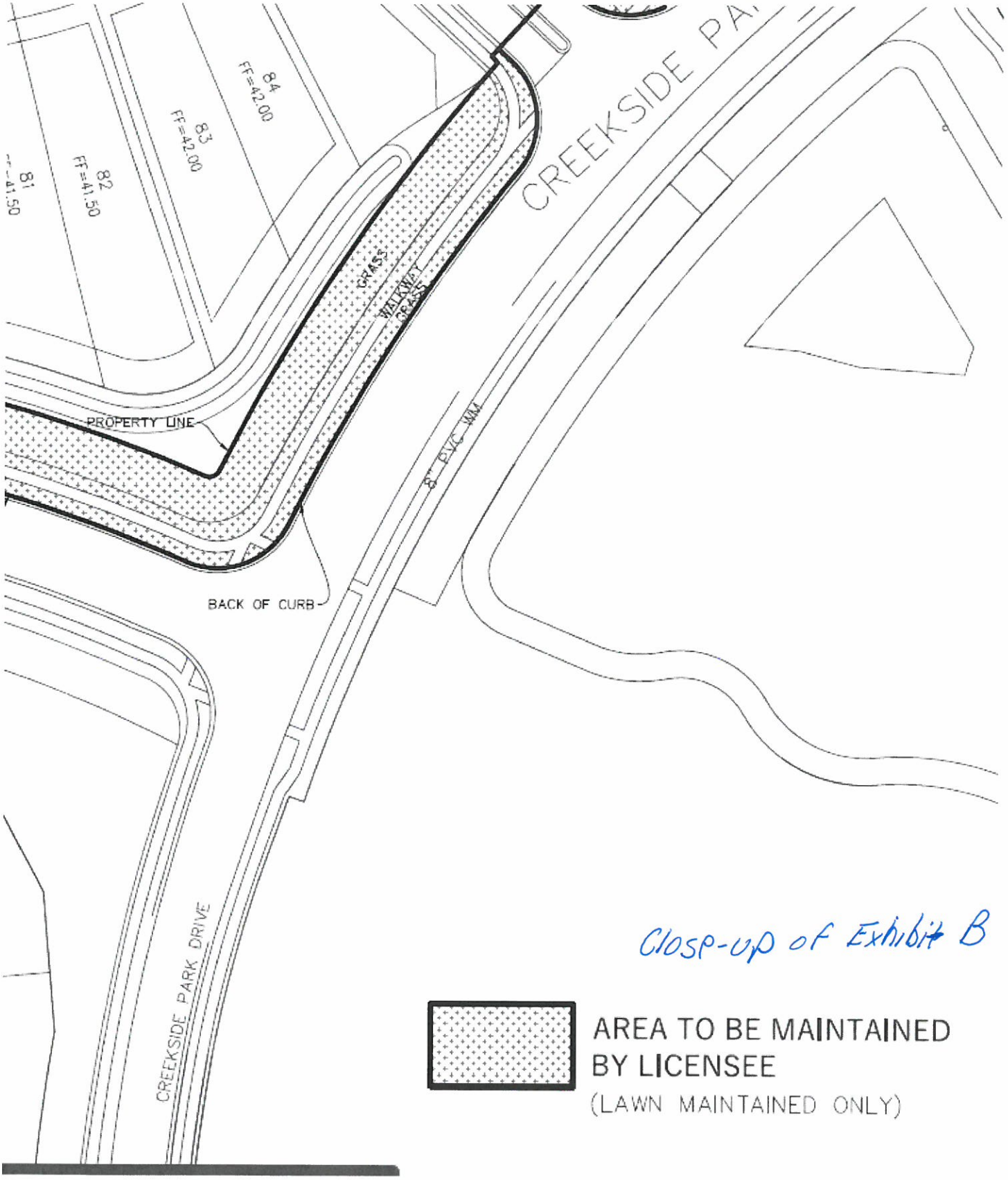
CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
C35	200.00	27°01'47"	94.35	48.07	93.46	N.53°00'53"E.
C36	500.00	26°04'56"	227.59	115.80	225.63	S.07°09'09"E.
C37	500.00	01°29'02"	12.95	6.47	12.95	S.68°18'45"W.
C41	500.00	25°57'40"	226.53	115.36	224.62	S.85°43'10"E.
C39	25.00	03°26'33"	1.50	0.75	1.50	N.11°16'52"E.
C40	25.00	82°33'36"	36.02	21.95	32.99	N.25°43'12"W.
C42	544.00	12°58'11"	170.12	86.01	169.92	N.21°22'16"W.
C30	656.00	57°34'33"	659.21	360.46	631.82	N.84°12'44"E.
C31	5.00	88°03'09"	7.51	4.67	6.82	N.69°58'26"E.
C33	600.00	57°34'33"	602.93	329.69	577.88	S.84°12'44"W.
C46	636.00	57°34'33"	639.11	349.47	612.55	N.84°12'44"E.
C45	25.00	86°03'09"	37.55	23.33	34.12	N.69°58'26"E.
C60	861.00	12°34'01"	188.85	94.69	188.47	N.33°13'53"E.
C66	564.00	57°34'33"	566.76	308.91	543.21	S.84°12'44"W.
C70	644.00	32°03'02"	394.72	185.26	303.37	S.21°27'01"W.
C101	475.00	04°33'43"	37.82	18.92	37.81	S.87°09'05"W.
C107	650.00	19°45'12"	223.04	112.69	221.99	S.00°07'33"W.

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EXHIBIT B


PEBBLE CREST DRIVE
GOLDEN CREEK TERRACE
WHISPER MEADOW RUN
CREEKSIDE PARK DRIVE
SILKWOOD WAY
MANORWOOD LOOP
PEACH BLOSSOM COURT
LAKE 11
PROPERTY LINE
GRASS
WALKWAY
BACK OF CURB
AREA TO BE MAINTAINED BY LICENSEE
(LAWN MAINTAINED ONLY)



Close-up of Exhibit B

AREA TO BE MAINTAINED BY LICENSEE
(LAWN MAINTAINED ONLY)

Cross Creek
Community Development District

Staff Reports

Cross Creek
Community Development District

Supervisor Requests
and
Audience Comments