

*Tohoqua Community
Development District*

Agenda

September 26, 2022

AGENDA

Tohoqua
Community Development District
Continued Meeting Agenda

Monday
September 26, 2022
9:00 AM

Tohoqua Amenity Center
1830 Fulfillment Drive
Kissimmee, Florida 34744

1. Roll Call
2. Public Comment Period
3. Organizational Matters
 - A. Appointment of Individual to Fulfill the Board Vacancy with a Term Ending November 2023
 - B. Administration of Oath of Office to Newly Appointed Supervisor
 - C. Consideration of Resolution 2022-06 Electing an Assistant Secretary
4. Financing Matters
 - A. Phase 4B/5B Bond Issue
 - i. Consideration of Resolution 2022-13 Ratifying Conveyance of Utility Improvements in Phase 4B/5B
 - ii. Consideration of Resolution 2022-14 Ratifying Conveyance of Real Property and Improvements in Phase 4B
 - B. Phase 3/6 Bond Issue
 - i. Presentation of Fifth Supplemental Engineers Report for Phase 3/6
 - ii. Presentation of Preliminary Supplemental Assessment Methodology
 - iii. Consideration of Resolution 2022-15 Phase 3/6 Project Delegation
 - iv. Approval of Notice of Lien and Imposition of Special Assessments for Phase 3/6 Project
5. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Amenity Manager's Report
 - ii. Field Manager's Report
 1. Consideration of Addendum to Phase 6 Landscape Maintenance Contract
6. Other Business
7. Supervisors Requests
8. Adjournment

SECTION III

SECTION C

RESOLUTION 2022-06

**A RESOLUTION OF THE TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT ELECTING AN ASSISTANT
SECRETARY OF THE BOARD OF SUPERVISORS**

WHEREAS, the Board of Supervisors of the Tohoqua Community District desires to elect _____ as an Assistant Secretary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT:**

1. _____ is elected Assistant Secretary of the Board of Supervisors.

Adopted this _____ day of _____ 2022.

Secretary/Assistant Secretary

Chairman/Vice Chairman

SECTION IV

SECTION A

SECTION i

RESOLUTION 2022-13

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE CONVEYANCE OF UTILITY IMPROVEMENTS FROM PULTE HOME COMPANY, LLC TO THE DISTRICT AND FROM THE DISTRICT TO THE CITY OF ST. CLOUD, FLORIDA; RATIFYING ACTIONS OF THE DISTRICT STAFF AND CHAIRMAN TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Tohoqua Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of certain infrastructure within and without the boundaries of the premises to be governed by the District; and

WHEREAS, the District has the authority, generally under the Act, and specifically under Section 190.012, *Florida Statutes*, to acquire real property and improvements for, among other things, the purposes of operating and maintaining systems, facilities, and basic infrastructure within the District; and

WHEREAS, the District has the authority, generally under Florida Law and the Act, and specifically under Section 190.011(7)(a), *Florida Statutes*, to acquire, dispose of any real property, dedications or platted reservations in any manner so long as it is in the best interest of the District; and

WHEREAS, Pulte Home Company, LLC, a Michigan limited liability company (hereinafter “Pulte”), has requested the transfer and acceptance of certain infrastructure improvements, as more particularly described in the Bill of Sale Absolute and Agreements, Agreement Regarding Taxes, Owner’s Affidavit and Certificate of District Engineer, attached hereto as Exhibit “A” (the “Conveyance Documents”), from Pulte to the District and from the District to the City of St. Cloud, Florida (the “City”); and

WHEREAS, the District Counsel and the District Manager have reviewed the conveyances from Pulte and the District, and the District Engineer has also reviewed the conveyances and has provided a Certificate of District Engineer for each conveyance, attached hereto as part of Exhibit “A,” to evidence compliance with the requirements of the District for ratifying the conveyances.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the District (the “Board”), as follows:

1. Incorporation of Recitals. The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. Ratification of the Acquisition and Transfer of Improvements. The Board hereby ratifies the transfer and acceptance of the improvements described in Exhibit “A,” from Pulte to the District and from the District to the City, and approves and accepts the documents evidencing such conveyances in Exhibit “A.”

3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the improvements described in Exhibit “A,” and all transactions in connection therewith.

4. Ratification of Prior Actions. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer to effectuate the conveyance, are hereby ratified and authorized on behalf of the District.

5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

6. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the Tohoqua Community Development District, this 26th day of September, 2022.

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Print: _____
Secretary/Asst. Secretary

By: _____
Name: _____
Title: _____

EXHIBIT "A"

CONVEYANCE DOCUMENTS

1. Bill of Sale Absolute and Agreement from Pulte Home Company, LLC to the District and Bill of Sale Absolute and Agreement from the District to the City of St. Cloud, Florida
2. Owner's Affidavit
3. Agreement Regarding Taxes
4. Certificate of District Engineer

BILL OF SALE ABSOLUTE AND AGREEMENT

Tohoqua Community Development District
Phase 4B and Phase 5B Utility Conveyance

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (the “**Agreement**”) is made as of this 14th day of September, 2022, is given to the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “**District**”), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (hereinafter referred to as the “**Developer**”), whose address is 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326.

RECITALS

WHEREAS, the Developer owns certain real property (the “**Land**”) and has constructed infrastructure improvements (collectively, the “**Improvements**”) on the Land, as more fully described in the attached **Exhibit “A;”** and

WHEREAS, both the Developer and the District find it to be in the best interest of both parties for the Developer to transfer the Improvements to the District and for the District to subsequently transfer the Improvements to the City of St. Cloud, Florida (the “**City**”) to own, operate and maintain the Improvements for the benefit of the District’s landowners; and

WHEREAS, the Developer desires to convey the Improvements to the District and desires that the District convey the Improvements to the City to allow such perpetual ownership, operation and maintenance, and the District desires to accept and transfer the Improvements to the City for ownership, operation and maintenance.

WITNESSETH

KNOW ALL MEN BY THESE PRESENTS that the Developer, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) lawful money of the United States, to it paid by the District, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the District, its executors, administrators and assigns, and the District hereby accepts, all of Developer’s right, title and interest in and to the Improvements, to have and to hold the same unto the District, its executors, administrators and assigns forever, together with all of the Developer’s right and title to any and all contracts, warranties, guarantees, permits, approvals and similar rights in favor of or which may have accrued to the Developer from any and all persons, firms, agencies or corporations who have performed work or labor or supplied goods, materials or services to or for the benefit of or comprising any part of the Improvements to the extent they are assignable, together with any related documents, materials, data, letters, and agreements, to have and to hold unto District, its successors and assigns, to and for its or their use, forever.

1. Developer agrees that any of the above-referenced contracts, warranties, permits, approvals and guarantees which are not assignable by their terms or in respect of which consents to their assignment are required but are not available, shall be held in trust for the District by the Developer (and, if required, performed by the Developer on behalf of the District) and all benefits derived thereunder shall be for the benefit of the District.

2. The Developer represents and warrants to the District that the Developer has good and lawful right, title and interest in the Improvements and that the Improvements are free and clear of any and all liens or encumbrances, that the Improvements are in good working condition, and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts, warranties, permits, approvals and guarantees.

3. The above recitals are true and correct and are incorporated herein by reference.

4. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**COUNTERPART SIGNATURE PAGE TO
BILL OF SALE ABSOLUTE AND AGREEMENT**

Tohoqua Community Development District
Phase 4B and Phase 5B Utility Conveyance

IN WITNESS WHEREOF, the Developer has executed this Bill of Sale Absolute and Agreement as of the date first above written


DEVELOPER:


PULTE HOME COMPANY, LLC,
a Michigan Limited Liability Company

WITNESSES:

Signed, sealed and delivered in the presence of:


Print Name: Serenataurke

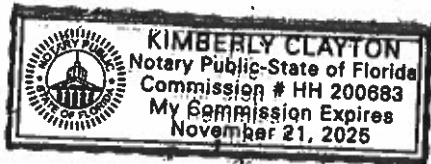

Print Name: Amy Steiger

By: 
Name: CHRISTOPHER WRENN
Title: VICE PRESIDENT OF LAND DEVELOPMENT

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this 14th day of September, 2022, by Christopher Wrenn, as Vice President of Land of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company. Said person is [personally known to me or [] have produced ~~personally known~~ as identification.



Kimberly Clayton
Notary Public; State of Florida
Print Name: Kimberly Clayton
My Commission Expires: 11/21/2025
My Commission No.: HH200683

(NOTARY SEAL)

**COUNTERPART SIGNATURE PAGE TO
BILL OF SALE ABSOLUTE AND AGREEMENT**


Tohoqua Community Development District
Phase 4B and Phase 5B Utility Conveyance

IN WITNESS WHEREOF, the District has accepted and agreed, and executed this Bill of Sale Absolute and Agreement as of the date first above written.


DISTRICT:

ATTEST:

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT**



Print Name: George S. Flint
Title: Secretary

By: 


Name: Andre Vidrine
Title: Chairman

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or [] online notarization, this 10th day of September, 2022, by Andre Vidrine, as Chairman of the Board of Supervisors of the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, and was attested to by George S. Flint, as Secretary of the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, both for and on behalf of the District. Said person is personally known to me or [] have produced _____ as identification.





Notary Public; State of Florida
Print Name: Sara N. Robbins
My Commission Expires: 10/2/2023
My Commission No.: CG 919184

(NOTARY SEAL)

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

- Potable Water Distribution System**
- Sanitary Sewer System**
- Reclaimed Water Distribution System**
- Storm Sewer System**

The foregoing Improvements are located on the land described as follows:

PARCEL 4B

A portion of Lots 2, 3, 5, 6, 7, and a portion of Lots 10 through 15, Block 31 FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book "B", Pages 65 and 66, Public Records of Osceola County, Florida;

TOGETHER WITH:

A portion of Lots 10, 11 and a portion of Lots 25 through 34, Block 72; along with portions of the platted right-of-ways per TOLIGA MANOR UNIT B, according to the plat thereof, as recorded in Plat Book 1, Page 139, Public Records of Osceola County, Florida.

All the above situated in Section 5, Township 26 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Section 5; thence run S 89°42'48" E, along the south line of said Section 5, a distance of 2,508.68 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 865.00 feet; said point also lying on the southwesterly line of a 5.00 foot wide strip of additional right-of-way as recorded in Official Records Book 5892, Page 1461, Public Records of Osceola County, Florida and being adjacent to the southwesterly right-of-way line of Cross Prairie Parkway (previously named Tohoqua Parkway) as recorded in Official Records Book 4010, Page 2871, Public Records of Osceola County, Florida; thence on a chord bearing of N 36°48'37" W and a chord distance of 622.48 feet, run along the arc of said curve and along said westerly line of additional right-of-way, a distance of 636.76 feet, through a central angle of 42°10'40" for the POINT OF BEGINNING; said point being a point of reverse curvature of a curve, having a radius of 25.00 feet; thence run northwesterly along the arc of said curve, a distance of 37.03 feet, through a central angle of 84°52'05" to the point of tangency thereof; thence run S 79°22'14" W, a distance of 329.20 feet; thence run N 10°37'46" W, a distance of 54.00 feet; thence run N 79°22'14" E, a distance of 1.95 feet to a point of curvature of a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 83°45'32"; thence run northeasterly along the arc of said curve, a distance of 36.55 feet to a point of reverse curvature of a curve, having a radius of 1,189.00 feet and a central angle of 05°27'05"; thence run northerly along the arc of said curve, a distance

of 113.03 feet to a point of compound curvature of a curve, having a radius of 3,769.00 feet and a central angle of $04^{\circ}31'07''$; thence run northerly along the arc of said curve, a distance of 297.25 feet to a point on a non-tangent line; thence run $N 86^{\circ}56'11'' W$, a distance of 674.54 feet; thence run $N 65^{\circ}05'57'' W$, a distance of 567.05 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 5,234.00 feet; thence, on a chord bearing of $N 26^{\circ}49'58'' E$ and a chord distance of 94.18 feet, run northeasterly along the arc of said curve, a distance of 94.18 feet, through a central angle of $01^{\circ}01'52''$ to a point on a radial line; thence run $N 62^{\circ}39'06'' W$, a distance of 38.00 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 5,272.00 feet; thence, on a chord bearing of $N 30^{\circ}07'42'' E$ and a chord distance of 511.38 feet, run northeasterly along the arc of said curve, a distance of 511.58 feet, through a central angle of $05^{\circ}33'35''$ to a point of reverse curvature of a curve; having a radius of 1,222.00 feet and a central angle of $08^{\circ}41'35''$; thence run northeasterly along the arc of said curve, a distance of 185.40 feet to a point on a non-radial line; said point lying on the southerly line of TOHOQUA - PHASE 4A, as recorded in Plat Book 30, Pages 124 through 129, Public Records of Osceola County, Florida; thence run easterly along said southerly line, the following courses and distances: run $S 65^{\circ}47'06'' E$, a distance of 38.00 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 25.00 feet; thence, on a chord bearing of $N 65^{\circ}48'15'' E$ and a chord distance of 33.19 feet, run northeasterly along the arc of said curve, a distance of 36.29 feet, through a central angle of $83^{\circ}10'50''$ to a point of reverse curvature of a curve, having a radius of 7,554.00 feet and a central angle of $00^{\circ}51'34''$; thence run easterly along the arc of said curve, a distance of 113.31 feet to the intersection with a curve, concave northwesterly, having a radius of 1,395.00 feet; thence, on a chord bearing of $S 27^{\circ}45'29'' W$ and a chord distance of 250.45 feet, run southwesterly along the arc of said curve, a distance of 250.79 feet, through a central angle of $10^{\circ}18'01''$ to a point of reverse curvature of a curve, having a radius of 5,099.00 feet and a central angle of $03^{\circ}11'17''$; thence run southwesterly along the arc of said curve, a distance of 283.72 feet to a point on a non-tangent line; thence run $S 65^{\circ}05'57'' E$, a distance of 357.94 feet; thence run $S 86^{\circ}56'11'' E$, a distance of 494.93 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 3,889.00 feet; thence, on a chord bearing of $N 08^{\circ}30'42'' E$ and a chord distance of 489.22 feet, run northerly along the arc of said curve, a distance of 489.54 feet, through a central angle of $07^{\circ}12'44''$ to the intersection with a curve, concave northeasterly, having a radius of 7,554.00 feet; thence, on a chord bearing of $S 78^{\circ}56'00'' E$ and a chord distance of 147.90 feet, run easterly along the arc of said curve, a distance of 147.90 feet, through a central angle of $01^{\circ}07'19''$ to the point of tangency thereof; thence run $S 79^{\circ}29'39'' E$, a distance of 270.56 feet to a point of curvature of a curve, concave southwesterly, having a radius of 25.00 feet and a central angle of $91^{\circ}22'12''$; thence run southeasterly, along the arc of said curve, a distance of 39.87 feet to a point of reverse curvature of a curve, having a radius of 3,445.00 feet; said point also lying on the westerly line of the aforesaid 5.00 foot wide strip of additional right-of-way; thence, departing the southerly line of said TOHOQUA - PHASE 4A, run southerly along westerly line of additional right-of-way, the following two (2) courses and distances: run southerly along the arc of said curve, a distance of 960.54 feet, through a central angle of $15^{\circ}58'31''$ to a point of compound curvature of a curve, having a radius of 865.00 feet and a central angle of $11^{\circ}37'18''$; thence run southerly along the arc of said curve, a distance of 175.45

feet to the POINT OF BEGINNING.

Containing 20.57 acres, more or less.

PHASE 5B

A portion of Blocks 41, 44, 57, 60 and 73 along with portions of the platted Right of Ways, TOLIGA MANOR – UNIT A, as recorded in Plat Book 1, Page 129 of the Public Records of Osceola County, Florida, and that portion of unplatted lands all lying East of the plat of TOHOQUA – PHASE 5A, as recorded in Plat Book 30, Pages 175 through 179 of said Public Records and West of the C-31 Canal as described in Official Records Book 9, Page 343 of said Public Records, situated in Section 5, Township 26 South, Range 30 East, Osceola County, Florida and being more particularly described as follows:

BEGIN at the Northeast corner of Lot 32, TOHOQUA – PHASE 5A, as recorded in Plat Book 30, Pages 175 through 179 of the Public Records of Osceola County, Florida; thence along the East boundary of said TOHOQUA – PHASE 5A the following sixteen (16) courses: run S23°03'29"W, a distance of 120.00 feet; thence run S66°56'31"E, a distance of 66.00 feet; thence run S23°03'29"W, a distance of 54.00 feet; thence run N66°56'31"W, a distance of 36.58 feet; thence run S23°03'29"W, a distance of 250.00 feet; thence run S66°56'31"E, a distance of 9.02 feet; thence run S23°03'29"W, a distance of 179.00 feet; thence run N66°56'31"W, a distance of 39.89 feet; thence run S23°03'29"W, a distance of 179.00 feet; thence run N66°56'31"W, a distance of 16.23 feet; thence run S23°03'29"W, a distance of 120.00 feet; thence run S66°56'31"E, a distance of 400.20 feet; thence run S23°35'56"W, a distance of 840.00 feet; thence run S66°24'04"E, a distance of 120.00 feet; thence run S75°49'54"E, a distance of 54.74 feet; thence run S66°24'04"E, a distance of 131.60 feet to a point on the West Right of Way of the C-31 Canal as described in Official Records Book 9, Page 343 of said Public Records; thence along said West Right of Way the following three (3) courses: run N23°01'27"E, a distance of 721.44 feet; thence run N24°07'08"E, a distance of 795.34 feet; thence run N29°12'37"E, a distance of 220.50 feet; thence leaving said West Right of Way, run N66°56'31"W, a distance of 718.19 feet to the POINT OF BEGINNING.

Containing 19.78 acres, more or less.

BILL OF SALE ABSOLUTE AND AGREEMENT

Tohoqua Community Development District
Phase 4B and Phase 5B Utility Conveyance

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (the “**Agreement**”) is made as of this 14th day of September, 2022, is given to the **CITY OF ST. CLOUD, FLORIDA**, a municipality of the State of Florida, having an address at 1300 9th Street, St. Cloud, Florida 34769 (hereinafter referred to as the “**City**”), by the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801(hereinafter referred to as the “**District**”).

RECITALS

WHEREAS, the District owns certain infrastructure improvements, as more fully described in the attached **Exhibit “A”** (collectively, the “**Improvements**”); and

WHEREAS, both the City and the District find it to be in the best interest of both parties for the District to transfer the Improvements to the City to own, operate and maintain the Improvements; and

WHEREAS, the District desires to convey the Improvements to the City for perpetual ownership, operation and maintenance, and the City desires to accept the Improvements for perpetual ownership, operation and maintenance.

WITNESSETH

KNOW ALL MEN BY THESE PRESENTS that the District, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) lawful money of the United States, to it paid by the City, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the City, its executors, administrators and assigns, and the City hereby accepts, all of the District’s right, title and interest in and to the Improvements, to have and to hold the same unto the City, its executors, administrators and assigns forever, together with all of the District’s right and title to any and all contracts, warranties, guarantees, permits, approvals and similar rights in favor of or which may have accrued to the District from any and all persons, firms, agencies or corporations who have performed work or labor or supplied goods, materials or services to or for the benefit of or comprising any part of the Improvements to the extent they are assignable, together with any related documents, materials, data, letters, and agreements, to have and to hold unto City, its successors and assigns, to and for its or their use, forever.

1. The District represents and warrants to the City that the District has good and lawful right, title and interest in the Improvements and that the Improvements are free and clear of any and all liens or encumbrances, that the Improvements are in good working condition, and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts, warranties, permits, approvals and guarantees.

2. The above recitals are true and correct and are incorporated herein by reference.

3. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

**COUNTERPART SIGNATURE PAGE TO
BILL OF SALE ABSOLUTE AND AGREEMENT**

Tohoqua Community Development District
Phase 4B and Phase 5B Utility Conveyance

IN WITNESS WHEREOF, the City has executed this Bill of Sale Absolute and Agreement as of the date first above written

WITNESSES:

CITY OF ST. CLOUD, FLORIDA, a
municipality of the State of Florida

Signed, sealed and delivered in the
presence of:

Print Name: _____

Print Name: _____

By: _____

Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of September, 2022, by _____, as _____ of the **City of St. Cloud, Florida**, a municipality of the State of Florida. Said person is [] personally known to me or [] have produced _____ as identification.

Notary Public; State of Florida

Print Name: _____

My Commission Expires: _____

My Commission No.: _____

(NOTARY SEAL)

**COUNTERPART SIGNATURE PAGE TO
BILL OF SALE ABSOLUTE AND AGREEMENT**


Tohoqua Community Development District
Phase 4B and Phase 5B Utility Conveyance

IN WITNESS WHEREOF, the District has accepted and agreed, and executed this Bill of Sale Absolute and Agreement as of the date first above written.

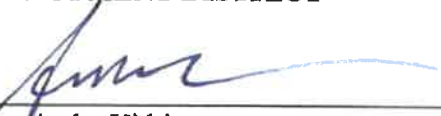
DISTRICT:

ATTEST:

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT**



Print Name: George S. Flint
Title: Secretary

By: 


Name: Andre Vidrine
Title: Chairman

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10th day of September, 2022, by Andre Vidrine, as Chairman of the Board of Supervisors of the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, and was attested to by George S. Flint, as Secretary of the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, both for and on behalf of the District. Said person is personally known to me or have produced _____ as identification.





Notary Public: State of Florida
Print Name: Sara N. Robbins
My Commission Expires: 10/02/2023
My Commission No.: GG 919184

(NOTARY SEAL)

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

- Potable Water Distribution System**
- Sanitary Sewer System**
- Reclaimed Water Distribution System**
- Piping Inlets and Manholes located within or upon the Public Right-of-Ways**

The foregoing Improvements are located on the land described as follows:

PARCEL 4B

A portion of Lots 2, 3, 5, 6, 7, and a portion of Lots 10 through 15, Block 31 FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book "B", Pages 65 and 66, Public Records of Osceola County, Florida;

TOGETHER WITH:

A portion of Lots 10, 11 and a portion of Lots 25 through 34, Block 72; along with portions of the platted right-of-ways per TOLIGA MANOR UNIT B, according to the plat thereof, as recorded in Plat Book 1, Page 139, Public Records of Osceola County, Florida.

All the above situated in Section 5, Township 26 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Section 5; thence run S 89°42'48" E, along the south line of said Section 5, a distance of 2,508.68 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 865.00 feet; said point also lying on the southwesterly line of a 5.00 foot wide strip of additional right-of-way as recorded in Official Records Book 5892, Page 1461, Public Records of Osceola County, Florida and being adjacent to the southwesterly right-of-way line of Cross Prairie Parkway (previously named Tohoqua Parkway) as recorded in Official Records Book 4010, Page 2871, Public Records of Osceola County, Florida; thence on a chord bearing of N 36°48'37" W and a chord distance of 622.48 feet, run along the arc of said curve and along said westerly line of additional right-of-way, a distance of 636.76 feet, through a central angle of 42°10'40" for the POINT OF BEGINNING; said point being a point of reverse curvature of a curve, having a radius of 25.00 feet; thence run northwesterly along the arc of said curve, a distance of 37.03 feet, through a central angle of 84°52'05" to the point of tangency thereof; thence run S 79°22'14" W, a distance of 329.20 feet; thence run N 10°37'46" W, a distance of 54.00 feet; thence run N 79°22'14" E, a distance of 1.95 feet to a point of curvature of a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 83°45'32"; thence run northeasterly along the arc of said curve, a distance of 36.55 feet to a point of reverse curvature of a curve, having a radius of 1,189.00 feet and a central angle of 05°27'05"; thence run northerly along the arc of said curve, a distance

of 113.03 feet to a point of compound curvature of a curve, having a radius of 3,769.00 feet and a central angle of $04^{\circ}31'07''$; thence run northerly along the arc of said curve, a distance of 297.25 feet to a point on a non-tangent line; thence run $N 86^{\circ}56'11'' W$, a distance of 674.54 feet; thence run $N 65^{\circ}05'57'' W$, a distance of 567.05 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 5,234.00 feet; thence, on a chord bearing of $N 26^{\circ}49'58'' E$ and a chord distance of 94.18 feet, run northeasterly along the arc of said curve, a distance of 94.18 feet, through a central angle of $01^{\circ}01'52''$ to a point on a radial line; thence run $N 62^{\circ}39'06'' W$, a distance of 38.00 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 5,272.00 feet; thence, on a chord bearing of $N 30^{\circ}07'42'' E$ and a chord distance of 511.38 feet, run northeasterly along the arc of said curve, a distance of 511.58 feet, through a central angle of $05^{\circ}33'35''$ to a point of reverse curvature of a curve; having a radius of 1,222.00 feet and a central angle of $08^{\circ}41'35''$; thence run northeasterly along the arc of said curve, a distance of 185.40 feet to a point on a non-radial line; said point lying on the southerly line of TOHOQUA - PHASE 4A, as recorded in Plat Book 30, Pages 124 through 129, Public Records of Osceola County, Florida; thence run easterly along said southerly line, the following courses and distances: run $S 65^{\circ}47'06'' E$, a distance of 38.00 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 25.00 feet; thence, on a chord bearing of $N 65^{\circ}48'15'' E$ and a chord distance of 33.19 feet, run northeasterly along the arc of said curve, a distance of 36.29 feet, through a central angle of $83^{\circ}10'50''$ to a point of reverse curvature of a curve, having a radius of 7,554.00 feet and a central angle of $00^{\circ}51'34''$; thence run easterly along the arc of said curve, a distance of 113.31 feet to the intersection with a curve, concave northwesterly, having a radius of 1,395.00 feet; thence, on a chord bearing of $S 27^{\circ}45'29'' W$ and a chord distance of 250.45 feet, run southwesterly along the arc of said curve, a distance of 250.79 feet, through a central angle of $10^{\circ}18'01''$ to a point of reverse curvature of a curve, having a radius of 5,099.00 feet and a central angle of $03^{\circ}11'17''$; thence run southwesterly along the arc of said curve, a distance of 283.72 feet to a point on a non-tangent line; thence run $S 65^{\circ}05'57'' E$, a distance of 357.94 feet; thence run $S 86^{\circ}56'11'' E$, a distance of 494.93 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 3,889.00 feet; thence, on a chord bearing of $N 08^{\circ}30'42'' E$ and a chord distance of 489.22 feet, run northerly along the arc of said curve, a distance of 489.54 feet, through a central angle of $07^{\circ}12'44''$ to the intersection with a curve, concave northeasterly, having a radius of 7,554.00 feet; thence, on a chord bearing of $S 78^{\circ}56'00'' E$ and a chord distance of 147.90 feet, run easterly along the arc of said curve, a distance of 147.90 feet, through a central angle of $01^{\circ}07'19''$ to the point of tangency thereof; thence run $S 79^{\circ}29'39'' E$, a distance of 270.56 feet to a point of curvature of a curve, concave southwesterly, having a radius of 25.00 feet and a central angle of $91^{\circ}22'12''$; thence run southeasterly, along the arc of said curve, a distance of 39.87 feet to a point of reverse curvature of a curve, having a radius of 3,445.00 feet; said point also lying on the westerly line of the aforesaid 5.00 foot wide strip of additional right-of-way; thence, departing the southerly line of said TOHOQUA - PHASE 4A, run southerly along westerly line of additional right-of-way, the following two (2) courses and distances: run southerly along the arc of said curve, a distance of 960.54 feet, through a central angle of $15^{\circ}58'31''$ to a point of compound curvature of a curve, having a radius of 865.00 feet and a central angle of $11^{\circ}37'18''$; thence run southerly along the arc of said curve, a distance of 175.45

feet to the POINT OF BEGINNING.

Containing 20.57 acres, more or less.

PHASE 5B

A portion of Blocks 41, 44, 57, 60 and 73 along with portions of the platted Right of Ways, TOLIGA MANOR – UNIT A, as recorded in Plat Book 1, Page 129 of the Public Records of Osceola County, Florida, and that portion of unplatted lands all lying East of the plat of TOHOQUA – PHASE 5A, as recorded in Plat Book 30, Pages 175 through 179 of said Public Records and West of the C-31 Canal as described in Official Records Book 9, Page 343 of said Public Records, situated in Section 5, Township 26 South, Range 30 East, Osceola County, Florida and being more particularly described as follows:

BEGIN at the Northeast corner of Lot 32, TOHOQUA – PHASE 5A, as recorded in Plat Book 30, Pages 175 through 179 of the Public Records of Osceola County, Florida; thence along the East boundary of said TOHOQUA – PHASE 5A the following sixteen (16) courses: run S23°03'29"W, a distance of 120.00 feet; thence run S66°56'31"E, a distance of 66.00 feet; thence run S23°03'29"W, a distance of 54.00 feet; thence run N66°56'31"W, a distance of 36.58 feet; thence run S23°03'29"W, a distance of 250.00 feet; thence run S66°56'31"E, a distance of 9.02 feet; thence run S23°03'29"W, a distance of 179.00 feet; thence run N66°56'31"W, a distance of 39.89 feet; thence run S23°03'29"W, a distance of 179.00 feet; thence run N66°56'31"W, a distance of 16.23 feet; thence run S23°03'29"W, a distance of 120.00 feet; thence run S66°56'31"E, a distance of 400.20 feet; thence run S23°35'56"W, a distance of 840.00 feet; thence run S66°24'04"E, a distance of 120.00 feet; thence run S75°49'54"E, a distance of 54.74 feet; thence run S66°24'04"E, a distance of 131.60 feet to a point on the West Right of Way of the C-31 Canal as described in Official Records Book 9, Page 343 of said Public Records; thence along said West Right of Way the following three (3) courses: run N23°01'27"E, a distance of 721.44 feet; thence run N24°07'08"E, a distance of 795.34 feet; thence run N29°12'37"E, a distance of 220.50 feet; thence leaving said West Right of Way, run N66°56'31"W, a distance of 718.19 feet to the POINT OF BEGINNING.

Containing 19.78 acres, more or less.

OWNER'S AFFIDAVIT

Tohoqua Community Development District
Phase 4B and Phase 5B Utility Conveyance

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared D. Bryce Langen (“Affiant”) as Vice President and Treasurer of Pulte Home Company, LLC, a Michigan limited liability company, authorized to do business in Florida, whose mailing address is 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326 (the “Owner”), who being first duly sworn on oath says:

1. That Affiant knows of his own knowledge that the Owner is the owner of certain infrastructure improvements (the “Improvements”) on land located in Osceola County, Florida, as more particularly described in Exhibit “A” attached hereto, and that Affiant is an Authorized Agent of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Improvements, as described in the Bill of Sale and Assignment, dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title set forth in the plat of Tohoqua – Phase 4B, as recorded in Plat Book 31, Page 161, of the Official Records of Osceola County, Florida and the plat of Tohoqua – Phase 5B, as recorded in Plat Book 32, Page 139, of the Official Records Osceola County, Florida (collectively, the “Plat”).

3. That Affiant knows of no facts by reason of which the title to, or possession of, the Improvements might be disputed or questioned, or by reason of which any claim to any part of the Improvements might be asserted adversely to Owner.

4. That there have been no liens filed against the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Improvements which bills may have been incurred during the last ninety (90) days.

5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

6. That Affiant knows of no action or proceeding relating to the Improvements which is now pending in any state or federal court in the United States affecting the Improvements, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Improvements.

7. Affiant knows of no special assessments or taxes which are not shown as existing liens by the public records.

8. That this Affidavit is given for the purposes of inducing the Tohoqua Community Development District (the "District"), a Florida community development district and local unit of special-purpose government, to accept the Owner's conveyance of the Improvements to the District and for the District's future conveyances to the City of St. Cloud, Florida.

9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Improvements between the effective date of the Plat and the effective date of the Bill of Sale and Assignment for this conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect ownership of the Improvements.

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 38-1545089; (v) has a mailing address of 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

11. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

[SIGNATURES ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

DATED: September 14, 2022

Signed, sealed and delivered in our presence:

[Signature]

(Signature)
Serena Turke
(Print Name)

[Signature]

(Signature)
Amy Steiger
(Print Name)

PULTE HOME COMPANY, LLC,
a Michigan limited liability company

By: [Signature]

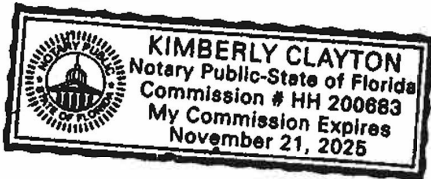
Print: CHRISTOPHER WRENN

Title: VICE PRESIDENT OF LAND DEVELOPMENT

STATE OF Florida

COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14th day of September, 2022, by Christopher Wrenn, as Vice President of Land of PULTE HOME COMPANY, LLC, a Michigan limited liability company. Said person is personally known to me or have produced personally known as identification.



(SEAL)

[Signature]
Notary Public; State of Florida

Print Name: Kimberly Clayton

Comm. Exp.: 11/21/2025; Comm. No.: #HH00683

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

- Potable Water Distribution System**
- Sanitary Sewer System**
- Reclaimed Water Distribution System**
- Piping Inlets and Manholes located within or upon the Public Right-of-Ways**

The foregoing Improvements are located on the land described as follows:

PARCEL 4B

A portion of Lots 2, 3, 5, 6, 7, and a portion of Lots 10 through 15, Block 31 FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book "B", Pages 65 and 66, Public Records of Osceola County, Florida;

TOGETHER WITH:

A portion of Lots 10, 11 and a portion of Lots 25 through 34, Block 72; along with portions of the platted right-of-ways per TOLIGA MANOR UNIT B, according to the plat thereof, as recorded in Plat Book 1, Page 139, Public Records of Osceola County, Florida.

All the above situated in Section 5, Township 26 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Section 5; thence run S 89°42'48" E, along the south line of said Section 5, a distance of 2,508.68 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 865.00 feet; said point also lying on the southwesterly line of a 5.00 foot wide strip of additional right-of-way as recorded in Official Records Book 5892, Page 1461, Public Records of Osceola County, Florida and being adjacent to the southwesterly right-of-way line of Cross Prairie Parkway (previously named Tohoqua Parkway) as recorded in Official Records Book 4010, Page 2871, Public Records of Osceola County, Florida; thence on a chord bearing of N 36°48'37" W and a chord distance of 622.48 feet, run along the arc of said curve and along said westerly line of additional right-of-way, a distance of 636.76 feet, through a central angle of 42°10'40" for the POINT OF BEGINNING; said point being a point of reverse curvature of a curve, having a radius of 25.00 feet; thence run northwesterly along the arc of said curve, a distance of 37.03 feet, through a central angle of 84°52'05" to the point of tangency thereof; thence run S 79°22'14" W, a distance of 329.20 feet; thence run N 10°37'46" W, a distance of 54.00 feet; thence run N 79°22'14" E, a distance of 1.95 feet to a point of curvature of a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 83°45'32"; thence run northeasterly

along the arc of said curve, a distance of 36.55 feet to a point of reverse curvature of a curve, having a radius of 1,189.00 feet and a central angle of 05°27'05"; thence run northerly along the arc of said curve, a distance of 113.03 feet to a point of compound curvature of a curve, having a radius of 3,769.00 feet and a central angle of 04°31'07"; thence run northerly along the arc of said curve, a distance of 297.25 feet to a point on a non-tangent line; thence run N 86°56'11" W, a distance of 674.54 feet; thence run N 65°05'57" W, a distance of 567.05 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 5,234.00 feet; thence, on a chord bearing of N 26°49'58" E and a chord distance of 94.18 feet, run northeasterly along the arc of said curve, a distance of 94.18 feet, through a central angle of 01°01'52" to a point on a radial line; thence run N 62°39'06" W, a distance of 38.00 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 5,272.00 feet; thence, on a chord bearing of N 30°07'42" E and a chord distance of 511.38 feet, run northeasterly along the arc of said curve, a distance of 511.58 feet, through a central angle of 05°33'35" to a point of reverse curvature of a curve; having a radius of 1,222.00 feet and a central angle of 08°41'35"; thence run northeasterly along the arc of said curve, a distance of 185.40 feet to a point on a non-radial line; said point lying on the southerly line of TOHOQUA - PHASE 4A, as recorded in Plat Book 30, Pages 124 through 129, Public Records of Osceola County, Florida; thence run easterly along said southerly line, the following courses and distances: run S 65°47'06" E, a distance of 38.00 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 25.00 feet; thence, on a chord bearing of N 65°48'15" E and a chord distance of 33.19 feet, run northeasterly along the arc of said curve, a distance of 36.29 feet, through a central angle of 83°10'50" to a point of reverse curvature of a curve, having a radius of 7,554.00 feet and a central angle of 00°51'34"; thence run easterly along the arc of said curve, a distance of 113.31 feet to the intersection with a curve, concave northwesterly, having a radius of 1,395.00 feet; thence, on a chord bearing of S 27°45'29" W and a chord distance of 250.45 feet, run southwesterly along the arc of said curve, a distance of 250.79 feet, through a central angle of 10°18'01" to a point of reverse curvature of a curve, having a radius of 5,099.00 feet and a central angle of 03°11'17"; thence run southwesterly along the arc of said curve, a distance of 283.72 feet to a point on a non-tangent line; thence run S 65°05'57" E, a distance of 357.94 feet; thence run S 86°56'11" E, a distance of 494.93 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 3,889.00 feet; thence, on a chord bearing of N 08°30'42" E and a chord distance of 489.22 feet, run northerly along the arc of said curve, a distance of 489.54 feet, through a central angle of 07°12'44" to the intersection with a curve, concave northeasterly, having a radius of 7,554.00 feet; thence, on a chord bearing of S 78°56'00" E and a chord distance of 147.90 feet, run easterly along the arc of said curve, a distance of 147.90 feet, through a central angle of 01°07'19" to the point of tangency thereof; thence run S 79°29'39" E, a distance of 270.56 feet to a point of curvature of a curve, concave southwesterly, having a radius of 25.00 feet and a central angle of 91°22'12"; thence run southeasterly, along the arc of said curve, a distance of 39.87 feet to a point of reverse curvature of a curve, having a radius of 3,445.00 feet; said point also lying on the westerly line of the aforesaid 5.00 foot wide strip of additional right-of-way; thence, departing the southerly line of said TOHOQUA - PHASE 4A, run southerly along westerly line of additional right-

of-way, the following two (2) courses and distances: run southerly along the arc of said curve, a distance of 960.54 feet, through a central angle of 15°58'31" to a point of compound curvature of a curve, having a radius of 865.00 feet and a central angle of 11°37'18"; thence run southerly along the arc of said curve, a distance of 175.45 feet to the POINT OF BEGINNING.

Containing 20.57 acres, more or less.

PHASE 5B

A portion of Blocks 41, 44, 57, 60 and 73 along with portions of the platted Right of Ways, TOLIGA MANOR – UNIT A, as recorded in Plat Book 1, Page 129 of the Public Records of Osceola County, Florida, and that portion of unplatted lands all lying East of the plat of TOHOQUA – PHASE 5A, as recorded in Plat Book 30, Pages 175 through 179 of said Public Records and West of the C-31 Canal as described in Official Records Book 9, Page 343 of said Public Records, situated in Section 5, Township 26 South, Range 30 East, Osceola County, Florida and being more particularly described as follows:

BEGIN at the Northeast corner of Lot 32, TOHOQUA – PHASE 5A, as recorded in Plat Book 30, Pages 175 through 179 of the Public Records of Osceola County, Florida; thence along the East boundary of said TOHOQUA – PHASE 5A the following sixteen (16) courses: run S23°03'29"W, a distance of 120.00 feet; thence run S66°56'31"E, a distance of 66.00 feet; thence run S23°03'29"W, a distance of 54.00 feet; thence run N66°56'31"W, a distance of 36.58 feet; thence run S23°03'29"W, a distance of 250.00 feet; thence run S66°56'31"E, a distance of 9.02 feet; thence run S23°03'29"W, a distance of 179.00 feet; thence run N66°56'31"W, a distance of 39.89 feet; thence run S23°03'29"W, a distance of 179.00 feet; thence run N66°56'31"W, a distance of 16.23 feet; thence run S23°03'29"W, a distance of 120.00 feet; thence run S66°56'31"E, a distance of 400.20 feet; thence run S23°35'56"W, a distance of 840.00 feet; thence run S66°24'04"E, a distance of 120.00 feet; thence run S75°49'54"E, a distance of 54.74 feet; thence run S66°24'04"E, a distance of 131.60 feet to a point on the West Right of Way of the C-31 Canal as described in Official Records Book 9, Page 343 of said Public Records; thence along said West Right of Way the following three (3) courses: run N23°01'27"E, a distance of 721.44 feet; thence run N24°07'08"E, a distance of 795.34 feet; thence run N29°12'37"E, a distance of 220.50 feet; thence leaving said West Right of Way, run N66°56'31"W, a distance of 718.19 feet to the POINT OF BEGINNING.

Containing 19.78 acres, more or less.

AGREEMENT REGARDING TAXES
Tohoqua Community Development District
Phase 4B and Phase 5B Utility Conveyance

THIS AGREEMENT REGARDING TAXES (“Agreement”) is entered into this 14th day of September, 2022, by and between **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, whose address is 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326 (“Developer”), and **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”).

WITNESSETH

WHEREAS, Developer is the owner and developer of certain land located within the boundaries of the District, as such property is described on Exhibit “A” attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, Developer is the owner and developer of infrastructure improvements and/or personal property, made in, on, over, under and through the Property, as described on Exhibit “A” attached hereto and incorporated herein by reference (the “Improvements”); and

WHEREAS, the District is a Florida community development district and local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, as part of the ongoing development activities within the boundaries of the District, Developer has, simultaneously with the execution of this Agreement, conveyed the Improvements to the District by Bill of Sale Absolute and Agreement; and

WHEREAS, all or a substantial portion of real property already owned by the District is either exempt from ad-valorem taxes or has been given a minimal valuation by the Osceola County Property Appraiser because of the District’s status as a governmental entity; and

WHEREAS, in conjunction with the conveyance of the Improvements from Developer to District, Developer and District are desirous of setting forth in this Agreement their respective responsibilities with regard to applicable ad-valorem taxes and assessments.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Improvements, or any portion thereof, for tax year 2021 and all prior years have been paid in full.

3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Improvements for the tax year 2022.

4. Subsequent to the District's acceptance of the Improvements, and only in the event the Improvements are not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Improvements, as applicable, or in the alternative, shall seek a minimal valuation of the Improvements, from the Osceola County Property Appraiser, as applicable, and subsequent to tax year 2022, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Improvements, as applicable.

5. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

WITNESSES:

X 

Print: Serena Turke

X 

Print: Amy Steiger

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: 

Print: CHRISTOPHER WRENN

Title: VICE PRESIDENT OF LAND DEVELOPMENT

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT,
a Florida community development district

ATTEST:

X _____

Print: _____
Secretary/Asst. Secretary

By: _____

Print: _____

Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

WITNESSES:

PULTE HOME COMPANY, LLC, a Michigan limited liability company

X _____

By: _____

Print: _____

Print: _____

X _____

Title: _____

Print: _____

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

ATTEST:

X _____

By: _____

Print: George S. Flish
Secretary/Asst. Secretary

Print: ANDRE VIRENE

Title: AS CHAIRMAN

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

- Potable Water Distribution System**
- Sanitary Sewer System**
- Reclaimed Water Distribution System**
- Storm Sewer System**

The foregoing Improvements are located on the land described as follows:

PARCEL 4B

A portion of Lots 2, 3, 5, 6, 7, and a portion of Lots 10 through 15, Block 31 FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book "B", Pages 65 and 66, Public Records of Osceola County, Florida;

TOGETHER WITH:

A portion of Lots 10, 11 and a portion of Lots 25 through 34, Block 72; along with portions of the platted right-of-ways per TOLIGA MANOR UNIT B, according to the plat thereof, as recorded in Plat Book 1, Page 139, Public Records of Osceola County, Florida.

All the above situated in Section 5, Township 26 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Section 5; thence run S 89°42'48" E, along the south line of said Section 5, a distance of 2,508.68 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 865.00 feet; said point also lying on the southwesterly line of a 5.00 foot wide strip of additional right-of-way as recorded in Official Records Book 5892, Page 1461, Public Records of Osceola County, Florida and being adjacent to the southwesterly right-of-way line of Cross Prairie Parkway (previously named Tohoqua Parkway) as recorded in Official Records Book 4010, Page 2871, Public Records of Osceola County, Florida; thence on a chord bearing of N 36°48'37" W and a chord distance of 622.48 feet, run along the arc of said curve and along said westerly line of additional right-of-way, a distance of 636.76 feet, through a central angle of 42°10'40" for the POINT OF BEGINNING; said point being a point of reverse curvature of a curve, having a radius of 25.00 feet; thence run northwesterly along the arc of said curve, a distance of 37.03 feet, through a central angle of 84°52'05" to the point of tangency thereof; thence run S 79°22'14" W, a distance of 329.20 feet; thence run N 10°37'46" W, a distance of 54.00 feet; thence run N 79°22'14" E, a distance of 1.95 feet to a point of curvature of a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 83°45'32"; thence run northeasterly along the arc of said curve, a distance of 36.55 feet to a point of reverse curvature of a curve, having a radius of 1,189.00 feet and a central angle of 05°27'05"; thence run northerly along the arc of said curve, a distance

of 113.03 feet to a point of compound curvature of a curve, having a radius of 3,769.00 feet and a central angle of $04^{\circ}31'07''$; thence run northerly along the arc of said curve, a distance of 297.25 feet to a point on a non-tangent line; thence run $N 86^{\circ}56'11'' W$, a distance of 674.54 feet; thence run $N 65^{\circ}05'57'' W$, a distance of 567.05 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 5,234.00 feet; thence, on a chord bearing of $N 26^{\circ}49'58'' E$ and a chord distance of 94.18 feet, run northeasterly along the arc of said curve, a distance of 94.18 feet, through a central angle of $01^{\circ}01'52''$ to a point on a radial line; thence run $N 62^{\circ}39'06'' W$, a distance of 38.00 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 5,272.00 feet; thence, on a chord bearing of $N 30^{\circ}07'42'' E$ and a chord distance of 511.38 feet, run northeasterly along the arc of said curve, a distance of 511.58 feet, through a central angle of $05^{\circ}33'35''$ to a point of reverse curvature of a curve; having a radius of 1,222.00 feet and a central angle of $08^{\circ}41'35''$; thence run northeasterly along the arc of said curve, a distance of 185.40 feet to a point on a non-radial line; said point lying on the southerly line of TOHOQUA - PHASE 4A, as recorded in Plat Book 30, Pages 124 through 129, Public Records of Osceola County, Florida; thence run easterly along said southerly line, the following courses and distances: run $S 65^{\circ}47'06'' E$, a distance of 38.00 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 25.00 feet; thence, on a chord bearing of $N 65^{\circ}48'15'' E$ and a chord distance of 33.19 feet, run northeasterly along the arc of said curve, a distance of 36.29 feet, through a central angle of $83^{\circ}10'50''$ to a point of reverse curvature of a curve, having a radius of 7,554.00 feet and a central angle of $00^{\circ}51'34''$; thence run easterly along the arc of said curve, a distance of 113.31 feet to the intersection with a curve, concave northwesterly, having a radius of 1,395.00 feet; thence, on a chord bearing of $S 27^{\circ}45'29'' W$ and a chord distance of 250.45 feet, run southwesterly along the arc of said curve, a distance of 250.79 feet, through a central angle of $10^{\circ}18'01''$ to a point of reverse curvature of a curve, having a radius of 5,099.00 feet and a central angle of $03^{\circ}11'17''$; thence run southwesterly along the arc of said curve, a distance of 283.72 feet to a point on a non-tangent line; thence run $S 65^{\circ}05'57'' E$, a distance of 357.94 feet; thence run $S 86^{\circ}56'11'' E$, a distance of 494.93 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 3,889.00 feet; thence, on a chord bearing of $N 08^{\circ}30'42'' E$ and a chord distance of 489.22 feet, run northerly along the arc of said curve, a distance of 489.54 feet, through a central angle of $07^{\circ}12'44''$ to the intersection with a curve, concave northeasterly, having a radius of 7,554.00 feet; thence, on a chord bearing of $S 78^{\circ}56'00'' E$ and a chord distance of 147.90 feet, run easterly along the arc of said curve, a distance of 147.90 feet, through a central angle of $01^{\circ}07'19''$ to the point of tangency thereof; thence run $S 79^{\circ}29'39'' E$, a distance of 270.56 feet to a point of curvature of a curve, concave southwesterly, having a radius of 25.00 feet and a central angle of $91^{\circ}22'12''$; thence run southeasterly, along the arc of said curve, a distance of 39.87 feet to a point of reverse curvature of a curve, having a radius of 3,445.00 feet; said point also lying on the westerly line of the aforesaid 5.00 foot wide strip of additional right-of-way; thence, departing the southerly line of said TOHOQUA - PHASE 4A, run southerly along westerly line of additional right-of-way, the following two (2) courses and distances: run southerly along the arc of said curve, a distance of 960.54 feet, through a central angle of $15^{\circ}58'31''$ to a point of compound curvature of a curve, having a radius of 865.00 feet and a central

angle of 11°37'18"; thence run southerly along the arc of said curve, a distance of 175.45 feet to the POINT OF BEGINNING.

Containing 20.57 acres, more or less.

PHASE 5B

A portion of Blocks 41, 44, 57, 60 and 73 along with portions of the platted Right of Ways, TOLIGA MANOR – UNIT A, as recorded in Plat Book 1, Page 129 of the Public Records of Osceola County, Florida, and that portion of unplatted lands all lying East of the plat of TOHOQUA – PHASE 5A, as recorded in Plat Book 30, Pages 175 through 179 of said Public Records and West of the C-31 Canal as described in Official Records Book 9, Page 343 of said Public Records, situated in Section 5, Township 26 South, Range 30 East, Osceola County, Florida and being more particularly described as follows:

BEGIN at the Northeast corner of Lot 32, TOHOQUA – PHASE 5A, as recorded in Plat Book 30, Pages 175 through 179 of the Public Records of Osceola County, Florida; thence along the East boundary of said TOHOQUA – PHASE 5A the following sixteen (16) courses: run S23°03'29"W, a distance of 120.00 feet; thence run S66°56'31"E, a distance of 66.00 feet; thence run S23°03'29"W, a distance of 54.00 feet; thence run N66°56'31"W, a distance of 36.58 feet; thence run S23°03'29"W, a distance of 250.00 feet; thence run S66°56'31"E, a distance of 9.02 feet; thence run S23°03'29"W, a distance of 179.00 feet; thence run N66°56'31"W, a distance of 39.89 feet; thence run S23°03'29"W, a distance of 179.00 feet; thence run N66°56'31"W, a distance of 16.23 feet; thence run S23°03'29"W, a distance of 120.00 feet; thence run S66°56'31"E, a distance of 400.20 feet; thence run S23°35'56"W, a distance of 840.00 feet; thence run S66°24'04"E, a distance of 120.00 feet; thence run S75°49'54"E, a distance of 54.74 feet; thence run S66°24'04"E, a distance of 131.60 feet to a point on the West Right of Way of the C-31 Canal as described in Official Records Book 9, Page 343 of said Public Records; thence along said West Right of Way the following three (3) courses: run N23°01'27"E, a distance of 721.44 feet; thence run N24°07'08"E, a distance of 795.34 feet; thence run N29°12'37"E, a distance of 220.50 feet; thence leaving said West Right of Way, run N66°56'31"W, a distance of 718.19 feet to the POINT OF BEGINNING.

Containing 19.78 acres, more or less.

CERTIFICATE OF DISTRICT ENGINEER

Tohoqua Community Development District
Phase 4B and Phase 5B Utility Conveyance

I, **Eric E. Warren, P.E.**, of **Poulos & Bennett, LLC**, a Florida limited liability company, and licensed to provide professional engineering services to the public in the State of Florida under Florida License No. 45423, with offices located at 2602 E. Livingston Street, Orlando, Florida (“Poulos”), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through Poulos, currently serve as District Engineer to the Tohoqua Community Development District (the “District”).

2. That the District proposes to accept from **Pulte Home Company, LLC**, a Michigan limited liability company (“Developer”), and subsequently proposes to transfer to the **City of St. Cloud, Florida** (the “City”) for ownership, operation and maintenance, certain infrastructure improvements and personal property described in Exhibit “A” attached hereto and incorporated herein by reference (collectively, the “Improvements”), made in, on, over, under and through the land described in Exhibit “A” attached hereto and incorporated herein by reference. Any Improvements being conveyed to the District is being transferred at only nominal cost to the District; therefore no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

3. That this certification (the “Certification”) is provided in conjunction with, and in support of, the District’s approval of the conveyance of the Improvements from the Developer to the District and the District’s conveyance of the Improvements to the City. The District will rely on this Certification for such purposes.

4. That the Improvements were constructed, installed, and/or completed, as appropriate, in accordance with known plans, specifications, contracts and permits required and/or approved by the appropriate governmental authorities, as applicable. I have reviewed the actual cost of the Improvements built or constructed by or at the direction of the Developer and the District is paying no more than the actual cost incurred, or the current value thereof, whichever is less, as applicable. The Improvements are in a condition acceptable for acceptance by the District.

5. That the Improvements are properly permitted by the appropriate governmental entities, as applicable, and that copies of the applicable plans, specifications and permits relating to the Improvements, if any, that have actually been provided to Poulos are being held by Poulos as records of the District on its behalf.

6. That the actual cost of the Improvements built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the current value thereof, whichever is less, as determined by Poulos.

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER

Tohoqua Community Development District
Phase 4B and Phase 5B Utility Conveyance

DATED: 9-14, 2022

Witness: [Signature]
Print: Crystal Garcia

[Signature]

Eric E. Warren, P.E.
Professional License No.: FL 45423
on behalf of the company,
Poulos & Bennett, LLC
2602 East Livingston Street
Orlando, Florida 32814

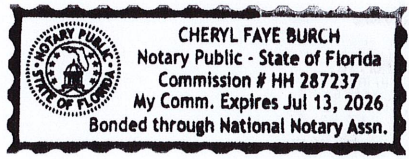
Witness: [Signature]
Print: Marc D. Stenli

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this 14 day of September, 2022, by **ERIC E. WARREN, P.E.**, of **POULOS & BENNETT, LLC**, a Florida limited liability company, on behalf of said company. He or she is () personally known to me or () have produced a valid driver's license for identification.

[Signature]
Notary Public; State of Florida

(SEAL)



Print Name: Cheryl Burch
Comm. Exp.: 07/13/2026
Comm. No.: HH 287237

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

- Potable Water Distribution System**
- Sanitary Sewer System**
- Reclaimed Water Distribution System**
- Piping Inlets and Manholes located within or upon the Public Right-of-Ways**

The foregoing Improvements are located on the land described as follows:

PARCEL 4B

A portion of Lots 2, 3, 5, 6, 7, and a portion of Lots 10 through 15, Block 31 FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book "B", Pages 65 and 66, Public Records of Osceola County, Florida;

TOGETHER WITH:

A portion of Lots 10, 11 and a portion of Lots 25 through 34, Block 72; along with portions of the platted right-of-ways per TOLIGA MANOR UNIT B, according to the plat thereof, as recorded in Plat Book 1, Page 139, Public Records of Osceola County, Florida.

All the above situated in Section 5, Township 26 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

Commence at the southwest corner of said Section 5; thence run S 89°42'48" E, along the south line of said Section 5, a distance of 2,508.68 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 865.00 feet; said point also lying on the southwesterly line of a 5.00 foot wide strip of additional right-of-way as recorded in Official Records Book 5892, Page 1461, Public Records of Osceola County, Florida and being adjacent to the southwesterly right-of-way line of Cross Prairie Parkway (previously named Tohoqua Parkway) as recorded in Official Records Book 4010, Page 2871, Public Records of Osceola County, Florida; thence on a chord bearing of N 36°48'37" W and a chord distance of 622.48 feet, run along the arc of said curve and along said westerly line of additional right-of-way, a distance of 636.76 feet, through a central angle of 42°10'40" for the POINT OF BEGINNING; said point being a point of reverse curvature of a curve, having a radius of 25.00 feet; thence run northwesterly along the arc of said curve, a distance of 37.03 feet, through a central angle of 84°52'05" to the point of tangency thereof; thence run S 79°22'14" W, a distance of 329.20 feet; thence run N 10°37'46" W, a distance of 54.00 feet; thence run N 79°22'14" E, a distance of 1.95 feet to a point of curvature of a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 83°45'32"; thence run northeasterly

along the arc of said curve, a distance of 36.55 feet to a point of reverse curvature of a curve, having a radius of 1,189.00 feet and a central angle of 05°27'05"; thence run northerly along the arc of said curve, a distance of 113.03 feet to a point of compound curvature of a curve, having a radius of 3,769.00 feet and a central angle of 04°31'07"; thence run northerly along the arc of said curve, a distance of 297.25 feet to a point on a non-tangent line; thence run N 86°56'11" W, a distance of 674.54 feet; thence run N 65°05'57" W, a distance of 567.05 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 5,234.00 feet; thence, on a chord bearing of N 26°49'58" E and a chord distance of 94.18 feet, run northeasterly along the arc of said curve, a distance of 94.18 feet, through a central angle of 01°01'52" to a point on a radial line; thence run N 62°39'06" W, a distance of 38.00 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 5,272.00 feet; thence, on a chord bearing of N 30°07'42" E and a chord distance of 511.38 feet, run northeasterly along the arc of said curve, a distance of 511.58 feet, through a central angle of 05°33'35" to a point of reverse curvature of a curve; having a radius of 1,222.00 feet and a central angle of 08°41'35"; thence run northeasterly along the arc of said curve, a distance of 185.40 feet to a point on a non-radial line; said point lying on the southerly line of TOHOQUA - PHASE 4A, as recorded in Plat Book 30, Pages 124 through 129, Public Records of Osceola County, Florida; thence run easterly along said southerly line, the following courses and distances: run S 65°47'06" E, a distance of 38.00 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 25.00 feet; thence, on a chord bearing of N 65°48'15" E and a chord distance of 33.19 feet, run northeasterly along the arc of said curve, a distance of 36.29 feet, through a central angle of 83°10'50" to a point of reverse curvature of a curve, having a radius of 7,554.00 feet and a central angle of 00°51'34"; thence run easterly along the arc of said curve, a distance of 113.31 feet to the intersection with a curve, concave northwesterly, having a radius of 1,395.00 feet; thence, on a chord bearing of S 27°45'29" W and a chord distance of 250.45 feet, run southwestwardly along the arc of said curve, a distance of 250.79 feet, through a central angle of 10°18'01" to a point of reverse curvature of a curve, having a radius of 5,099.00 feet and a central angle of 03°11'17"; thence run southwestwardly along the arc of said curve, a distance of 283.72 feet to a point on a non-tangent line; thence run S 65°05'57" E, a distance of 357.94 feet; thence run S 86°56'11" E, a distance of 494.93 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 3,889.00 feet; thence, on a chord bearing of N 08°30'42" E and a chord distance of 489.22 feet, run northerly along the arc of said curve, a distance of 489.54 feet, through a central angle of 07°12'44" to the intersection with a curve, concave northeasterly, having a radius of 7,554.00 feet; thence, on a chord bearing of S 78°56'00" E and a chord distance of 147.90 feet, run easterly along the arc of said curve, a distance of 147.90 feet, through a central angle of 01°07'19" to the point of tangency thereof; thence run S 79°29'39" E, a distance of 270.56 feet to a point of curvature of a curve, concave southwestwardly, having a radius of 25.00 feet and a central angle of 91°22'12"; thence run southeasterly, along the arc of said curve, a distance of 39.87 feet to a point of reverse curvature of a curve, having a radius of 3,445.00 feet; said point also lying on the westerly line of the aforesaid 5.00 foot wide strip of additional right-of-way; thence, departing the southerly line of said TOHOQUA - PHASE 4A, run southerly along westerly line of additional right-

of-way, the following two (2) courses and distances: run southerly along the arc of said curve, a distance of 960.54 feet, through a central angle of 15°58'31" to a point of compound curvature of a curve, having a radius of 865.00 feet and a central angle of 11°37'18"; thence run southerly along the arc of said curve, a distance of 175.45 feet to the POINT OF BEGINNING.

Containing 20.57 acres, more or less.

PHASE 5B

A portion of Blocks 41, 44, 57, 60 and 73 along with portions of the platted Right of Ways, TOLIGA MANOR – UNIT A, as recorded in Plat Book 1, Page 129 of the Public Records of Osceola County, Florida, and that portion of unplatted lands all lying East of the plat of TOHOQUA – PHASE 5A, as recorded in Plat Book 30, Pages 175 through 179 of said Public Records and West of the C-31 Canal as described in Official Records Book 9, Page 343 of said Public Records, situated in Section 5, Township 26 South, Range 30 East, Osceola County, Florida and being more particularly described as follows:

BEGIN at the Northeast corner of Lot 32, TOHOQUA – PHASE 5A, as recorded in Plat Book 30, Pages 175 through 179 of the Public Records of Osceola County, Florida; thence along the East boundary of said TOHOQUA – PHASE 5A the following sixteen (16) courses: run S23°03'29"W, a distance of 120.00 feet; thence run S66°56'31"E, a distance of 66.00 feet; thence run S23°03'29"W, a distance of 54.00 feet; thence run N66°56'31"W, a distance of 36.58 feet; thence run S23°03'29"W, a distance of 250.00 feet; thence run S66°56'31"E, a distance of 9.02 feet; thence run S23°03'29"W, a distance of 179.00 feet; thence run N66°56'31"W, a distance of 39.89 feet; thence run S23°03'29"W, a distance of 179.00 feet; thence run N66°56'31"W, a distance of 16.23 feet; thence run S23°03'29"W, a distance of 120.00 feet; thence run S66°56'31"E, a distance of 400.20 feet; thence run S23°35'56"W, a distance of 840.00 feet; thence run S66°24'04"E, a distance of 120.00 feet; thence run S75°49'54"E, a distance of 54.74 feet; thence run S66°24'04"E, a distance of 131.60 feet to a point on the West Right of Way of the C-31 Canal as described in Official Records Book 9, Page 343 of said Public Records; thence along said West Right of Way the following three (3) courses: run N23°01'27"E, a distance of 721.44 feet; thence run N24°07'08"E, a distance of 795.34 feet; thence run N29°12'37"E, a distance of 220.50 feet; thence leaving said West Right of Way, run N66°56'31"W, a distance of 718.19 feet to the POINT OF BEGINNING.

Containing 19.78 acres, more or less.

SECTION ii

RESOLUTION 2022-14

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF REAL PROPERTY AND IMPROVEMENTS FROM PULTE HOME COMPANY, LLC; AUTHORIZING DISTRICT STAFF AND THE CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Tohoqua Community Development District (the “District”) is a local unit of special purpose government duly organized and existing under the provisions of the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the “Act”), for the purpose of, among other things, financing and managing the acquisition, construction, maintenance and operation of certain infrastructure within and without the boundaries of the premises to be governed by the District; and

WHEREAS, the District has the authority, generally under the Act, and specifically under Section 190.012, *Florida Statutes*, to acquire real property and improvements for, among other things, the purposes of operating and maintaining systems, facilities, and basic infrastructure within the District; and

WHEREAS, the District has the authority, generally under Florida Law and the Act, and specifically under Section 190.011(7)(a), *Florida Statutes*, to acquire, dispose of any real property, dedications or platted reservations in any manner so long as it is in the best interest of the District; and

WHEREAS, Pulte Home Company, LLC, a Michigan limited liability company (hereinafter “Pulte”), has requested the transfer and acceptance of real property and infrastructure improvements, as more particularly described in the Special Warranty Deed, Bill of Sale Absolute and Agreement, Agreement Regarding Taxes, Owner’s Affidavit and Certificate of District Engineer, attached hereto as Exhibit “A” (the “Conveyance Documents”), from Pulte to the District; and

WHEREAS, the District Counsel and the District Manager have reviewed the conveyances from Pulte, and the District Engineer has also reviewed the conveyances and has provided a Certificate of District Engineer for each conveyance, attached hereto as part of Exhibit “A,” to evidence compliance with the requirements of the District for accepting the conveyances.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the District (the “Board”), as follows:

1. Incorporation of Recitals. The above recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Resolution.

2. Approval of Acquisition and Transfer of the Real Property and Improvements. The Board hereby approves the transfer and acceptance of the real property and improvements described in Exhibit “A,” from Pulte to the District, and approves and accepts the documents evidencing such conveyances in Exhibit “A.”

3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the real property and improvements described in Exhibit “A,” and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.

4. Ratification of Prior Actions. All actions taken to date by the District Officers, District Manager, District Counsel, District Engineer, are hereby ratified and authorized on behalf of the District.

5. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

6. Effective Date. This Resolution shall take effect immediately upon its adoption.

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the Tohoqua Community Development District, this 26th day of September, 2021.

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Print: _____
Secretary/Asst. Secretary

By: _____
Name: _____
Title: _____

EXHIBIT "A"

CONVEYANCE DOCUMENTS

1. Special Warranty Deed
2. Bill of Sale Absolute and Agreement
3. Owner's Affidavit
4. Agreement Regarding Taxes
5. Certificate of District Engineer

**THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:**

Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine LLP
Post Office Box 3353
Orlando, Florida 32802

SPECIAL WARRANTY DEED

Tohoqua Community Development District – Phase 4B

THIS SPECIAL WARRANTY DEED made as of this ___ day of September, 2022 by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (the “Grantor”), whose mailing address is 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326, to the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the “Grantee”) whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

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

That the Grantor, for and in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in the City of St. Cloud, Florida, more particularly described as follows (the “Property”).

**SEE EXHIBIT “A” ATTACHED HERETO AND INCORPORATED HEREIN
BY REFERENCE.**

TOGETHER WITH all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the Grantor does hereby covenant with Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby specially warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year 2022 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the said Grantor has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and delivered in our presence:

“GRANTOR”

PULTE HOME COMPANY, LLC, a Michigan limited liability company

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____

Print: D. Bryce Langen

Title: Vice President and Treasurer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by **D. Bryce Langen**, as Vice President and Treasurer of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, on behalf of the limited liability company. Said person is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public; State of _____

Print Name: _____

Comm. Exp.: _____; Comm. No.: _____

EXHIBIT "A"

Description of the Property

Tract R-2 of TOHOQUA – PHASE 4B, according to the plat thereof as recorded in Plat Book 31, Page 161, Public Records of Osceola County, Florida.

Tract R-3 of TOHOQUA – PHASE 4B, according to the plat thereof as recorded in Plat Book 31, Page 161, Public Records of Osceola County, Florida.

BILL OF SALE AND ASSIGNMENT

Tohoqua Community Development District – Phase 4B

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (the “**Agreement**”) is made as of this ____ day of September, 2022, is given to the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “**District**”), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (hereinafter referred to as the “**Grantor**”), whose mailing address is 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326.

RECITALS

WHEREAS, the Grantor has constructed infrastructure improvements and equipment on property, as more fully described in **Exhibit “A”** attached hereto and incorporated herein by this reference (collectively, the “**Improvements**”); and

WHEREAS, both the Grantor and the District find it to be in the best interest of both parties for the District to perpetually own, operate and maintain the Improvements for the benefit of the District’s landowners; and

WHEREAS, the Grantor desires to convey the Improvements to the District to allow such perpetual ownership, operation and maintenance, and the District desires to accept such ownership, operation and maintenance.

WITNESSETH

KNOW ALL MEN BY THESE PRESENTS that the Grantor, for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) lawful money of the United States, to it paid by the District, the receipt of which is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer, set over and deliver unto the District, its executors, administrators and assigns, and the District hereby accepts, all of Grantor’s right, title and interest in and to the Improvements,

to have and to hold the same unto the District, its executors, administrators and assigns forever, together with all of the Grantor’s right and title to any and all contracts, warranties, guarantees, permits, approvals and similar rights in favor of or which may have accrued to the Grantor from any and all persons, firms, agencies or corporations who have performed work or labor or supplied goods, materials or services to or for the benefit of or comprising any part of the Improvements to the extent they are assignable, together with any related documents, materials, data, letters, and agreements, to have and to hold unto District, its successors and assigns, to and for its or their use, forever.

1. Grantor agrees that any of the above-referenced contracts, warranties, permits, approvals and guarantees which are not assignable by their terms or in respect of which consents

to their assignment are required but are not available, shall be held in trust for the District by the Grantor (and, if required, performed by the Grantor on behalf of the District) and all benefits derived thereunder shall be for the benefit of the District.

2. The Grantor represents and warrants to the District that the Grantor has good and lawful right, title and interest in the Improvements and that the Improvements is free and clear of any and all liens or encumbrances, that the Improvements are in good working conditions, and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts, warranties, permits, approvals and guarantees.

3. The above recitals are true and correct and are incorporated herein by reference.

4. This Bill of Sale may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

COUNTERPART SIGNATURE PAGE TO
BILL OF SALE ABSOLUTE AND ASSIGNMENT
Tohoqua Community Development District – Phase 4B

IN WITNESS WHEREOF, the Grantor has executed this Bill of Sale and Assignment as of the date first above written.

GRANTOR:

PULTE HOME COMPANY LLC, a
Michigan limited liability company

By: _____
Name: D. Bryce Langen
Title: Vice President and Treasurer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2022, by **D. Bryce Langen**, as Vice President and Treasurer of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, on behalf of the limited liability company. Said person is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public; State of _____
Print Name: _____
Comm. Exp.: _____; Comm. No.: _____

**COUNTERPART SIGNATURE PAGE TO
BILL OF SALE ABSOLUTE AND ASSIGNMENT
Tohoqua Community Development District – Phase 4B**

IN WITNESS WHEREOF, the District has accepted and agreed, and executed this Bill of Sale and Assignment as of the date first above written.

DISTRICT:

ATTEST:

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: George Flint
Secretary

By: _____
Name: Andre Vidrine
Title: Chairman

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was sworn to and subscribed before me by means of () physical presence or () online notarization, this _____ day of _____, 2022, by Andre Vidrine, as the Chairman of the Board of Supervisors of the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, and was attested to by George Flint, as Secretary of the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, both for and on behalf of the District. He or she () is personally known to me or () have produced a valid driver's license for identification.

(SEAL)

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

EXHIBIT "A"

IMPROVEMENTS

-Landscape & Hardscape (Landscaping, Sidewalk & Sod).

Such Improvements are located on the following real property tracts:

Tract R-2 of TOHOQUA – PHASE 4B, according to the plat thereof as recorded in Plat Book 31, Page 161, Public Records of Osceola County, Florida.

Tract R-3 of TOHOQUA – PHASE 4B, according to the plat thereof as recorded in Plat Book 31, Page 161, Public Records of Osceola County, Florida.

OWNER'S AFFIDAVIT

Tohoqua Community Development District – Phase 4B

STATE OF _____
COUNTY OF _____

BEFORE ME, the undersigned authority, personally appeared D. Bryce Langen (“Affiant”) as Vice President and Treasurer of Pulte Home Company, LLC, a Michigan limited liability company, authorized to do business in Florida, whose mailing address is 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326 (the “Owner”), who being first duly sworn on oath says:

1. That Affiant knows of his own knowledge that the Owner is the fee simple title holder in and to certain Real Property (the “Property”) and infrastructure improvements (the “Improvements”), as more particularly described on Exhibit “A” attached hereto, and that Affiant is the Vice President and Treasurer of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Property and Improvements, as described in the Deed and Bill of Sale and Assignment, dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title set forth in the plat of Tohoqua – Phase 4B, as recorded in Plat Book 31, Page 161, of the Official Records of Osceola County, Florida (the “Plat”).

3. That Affiant knows of no facts by reason of which the title to, or possession of, the Real Property and Improvements might be disputed or questioned, or by reason of which any claim to any part of the Improvements might be asserted adversely to Owner.

4. That there have been no liens filed against the Property and/or the Improvements as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge, nor any unpaid bills of any nature as a result of any labor, materials, equipment or other work authorized by Owner, its employees, or agents or of which Owner has actual knowledge either for services of any architect, engineer, or surveyor, or for labor or material that may have been placed on the Improvements, either in the construction or repair of the Improvements, or otherwise in connection with the Improvements in which bills may have been incurred during the last ninety (90) days.

5. That no proceedings in bankruptcy or receivership have ever been instituted by or against the Owner, nor has Owner ever made an assignment for the benefit of its creditors.

6. That Affiant knows of no action or proceeding relating to the Property and/or Improvements which is now pending in any state or federal court in the United States affecting the Property or Improvements, nor does Affiant know of any state or federal judgment or any federal lien of any kind or nature that now constitutes a lien or charge upon the Real Property or Improvements.

7. That, except as set forth in the Plat, Affiant knows of no unrecorded easements, liens, or assessments for sanitary sewers, streets, roadways, paving, other public utilities or improvements against the Property and/or Improvements, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

8. That this Affidavit is given for the purposes of inducing the Tohoqua Community Development District (the "District"), a Florida community development district and local unit of special-purpose government, to accept the Owner's conveyance of the Property and the Improvements to the District.

9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Real Property and/or the Improvements between the effective date of the Plat and the recording of the deed of conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect ownership of the Property and/or the Improvements.

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 38-1545089; (v) has a mailing address of 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

11. The Owner agrees to execute additional documents that are deemed necessary to effectuate this conveyance based upon receipt of an updated ownership and encumbrance report.

12. That Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statements made in an instrument of this nature. Affiant further certifies that he has read the full facts set forth in this Affidavit and understands its content and context to be correct in all respects.

[SIGNATURES ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

DATED: _____, **2022**

Signed, sealed and delivered in our presence:

PULTE HOME COMPANY LLC, a
Michigan limited liability company

By: _____

Print: D. Bryce Langen

Title: Vice President and Treasurer

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2022, by **D. Bryce Langen**, as Vice President and Treasurer of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, on behalf of the limited liability company. Said person is personally known to me or has produced _____ as identification.

(SEAL)

Notary Public; State of _____
Print Name: _____
Comm. Exp.: _____; Comm. No.: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

IMPROVEMENTS

-Landscape & Hardscape (Landscaping, Sidewalk & Sod).

PROPERTY

Tract R-2 of TOHOQUA – PHASE 4B, according to the plat thereof as recorded in Plat Book 31, Page 161, Public Records of Osceola County, Florida.

Tract R-3 of TOHOQUA – PHASE 4B, according to the plat thereof as recorded in Plat Book 31, Page 161, Public Records of Osceola County, Florida.

AGREEMENT REGARDING TAXES

Tohoqua Community Development District – Phase 4B

This **AGREEMENT REGARDING TAXES** (“Agreement”) is entered into this ____ day of September, 2022, by and between **PULTE HOME COMPANY, LLC**, a Florida limited liability company, whose mailing address is 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326 (“Developer”), and the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”).

WITNESSETH

WHEREAS, Developer is the owner and developer of certain real property located within the boundaries of the District, as such property is described on Exhibit “A” attached hereto and incorporated herein by reference (the “Property”); and

WHEREAS, Developer is the owner and developer of infrastructure improvements and/or personal property, made in, on, over, under and through the Property and the land owned by the District, as described on Exhibit “A” attached hereto and incorporated herein by reference (the “Improvements”); and

WHEREAS, the District is a Florida community development district and local unit of special-purpose government created pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, as part of the ongoing development activities within the boundaries of the District, Developer has, simultaneously with the execution of this Agreement, conveyed the Improvements to the District by Bill of Sale and Assignment; and

WHEREAS, all or a substantial portion of real property already owned by the District is either exempt from ad-valorem taxes or has been given a minimal valuation by the Osceola County Property Appraiser because of the District’s status as a governmental entity; and

WHEREAS, in conjunction with the conveyance of the Property and Improvements from Developer to District, Developer and District are desirous of setting forth in this Agreement their respective responsibilities with regard to applicable ad-valorem taxes and assessments on the Improvements.

NOW, THEREFORE, in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable considerations, paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged, and in further consideration of the mutual covenants and conditions contained herein, the parties hereto agree as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property and Improvements, as applicable, or any portion thereof, for tax year 2022 and all prior years have been paid in full.

3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and/or assessments, if any, levied on the Improvements for the tax year 2022.

4. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property and/or Improvements are not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property and Improvements or, in the alternative, shall seek a minimal valuation of the Property and/or Improvements, as applicable, from the Osceola County Property Appraiser and, subsequent to tax year 2022, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Improvements, as applicable.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their duly authorized representatives, all as of the date first set forth above.

PULTE HOME COMPANY, LLC, a Michigan limited liability company,

By: _____

Print: D. Bryce Langen

Title: Vice President and Treasurer

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district,

ATTEST:

X _____

Print: _____
Secretary/Asst. Secretary

By: _____

Print: _____

Title: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

Tract R-2 of TOHOQUA – PHASE 4B, according to the plat thereof as recorded in Plat Book 31, Page 161, Public Records of Osceola County, Florida.

Tract R-3 of TOHOQUA – PHASE 4B, according to the plat thereof as recorded in Plat Book 31, Page 161, Public Records of Osceola County, Florida.

IMPROVEMENTS

-Landscape & Hardscape (Landscaping, Sidewalk & Sod).

CERTIFICATE OF DISTRICT ENGINEER

Tohoqua Community Development District – Phase 4B

I, **Eric E. Warren, P.E.**, of **Poulos & Bennett, LLC**, a Florida limited liability company, and licensed to provide professional engineering services to the public in the State of Florida under Florida License No. 45423, with offices located at 2602 E. Livingston Street, Orlando, Florida (“P&B”), hereby acknowledge and certify the following, to the best of my knowledge, information and belief, to be true and correct in all respects:

1. That I, through P&B, currently serve as District Engineer to the Tohoqua Community Development District (the “District”).

2. That the District proposes to accept from **Pulte Home Company, LLC**, a Michigan limited liability company (“Developer”), for ownership, operation and maintenance, certain real property, infrastructure improvements and personal property, as described more completely in Exhibit “A” attached hereto and incorporated herein by reference (collectively, the “Improvements”).

3. That this certification (the “Certification”) is provided in conjunction with, and in support of, the District’s approval of the conveyance of the Improvements from the Developer to the District and the District’s acceptance of such Improvements. The District will rely on this Certification for such purposes.

4. That the Improvements were constructed, installed, and/or completed, as appropriate, in accordance with known plans, specifications, contracts and permits required and/or approved by the appropriate governmental authorities, as applicable. I have reviewed the actual cost of the Improvements built or constructed by or at the direction of the Developer and the District is paying no more than the actual cost incurred, or the current value thereof, whichever is less, as applicable. The Improvements are in a condition acceptable for acceptance by the District. Certificates of completion or similar documents are attached or will be provided once available.

5. That the Improvements are properly permitted by the appropriate governmental entities, as applicable, and that copies of the applicable plans, specifications and permits relating to the Improvements, if any, that have actually been provided to P&B are being held by P&B as records of the District on its behalf.

6. That the actual cost of the Improvements built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the current value thereof, whichever is less, as determined by P&B.

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER

Tohoqua Community Development District – Phase 4B

DATED: _____, 2022

Witness: _____

Print: _____

Witness: _____

Print: _____

Eric E. Warren, P.E.

Professional License No.: FL 45423

on behalf of the company,

Poulos & Bennett, LLC

2602 East Livingston Street

Orlando, Florida 32814

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ___ day of _____, 2022 by **ERIC E. WARREN, P.E.**, of **POULOS & BENNETT, LLC**, a Florida limited liability company, on behalf of said company. He or she is () personally known to me or () have produced a valid driver’s license for identification.

Notary Public; State of Florida

(SEAL)

Print Name: _____

Comm. Exp.: _____

Comm. No.: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

IMPROVEMENTS

-Landscape & Hardscape (Landscaping, Sidewalk & Sod).

REAL PROPERTY

Tract R-2 of TOHOQUA – PHASE 4B, according to the plat thereof as recorded in Plat Book 31, Page 161, Public Records of Osceola County, Florida.

Tract R-3 of TOHOQUA – PHASE 4B, according to the plat thereof as recorded in Plat Book 31, Page 161, Public Records of Osceola County, Florida.

SECTION B

SECTION i

Tohoqua Community Development District

FIFTH SUPPLEMENTAL ENGINEER'S REPORT FOR
PHASE 3 & 6 (PHASE 3 & 6 PROJECT)

Prepared For

Tohoqua Community Development District

Date

September 20, 2022

POULOS & BENNETT

2602 East Livingston Street | Orlando, Florida 32803 | Tel: 407.487.2594 | www.poulosandbennett.com
FBPE Certificate of Authorization No. 2856

Tohoqua Community Development District

FIFTH SUPPLEMENTAL ENGINEER'S REPORT FOR
PHASE 3 & 6 (PHASE 3 & 6 PROJECT)

Osceola County, Florida

Prepared For:

Tohoqua Community Development District

Date:

September 20, 2022



2602 East Livingston Street | Orlando, Florida 32803 | Tel: 407.487.2594 | Fax: 407.487.2594 | www.poulosandbennett.com
FBPE Certificate of Authorization No. 28567

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Tohoqua Community Development District
Fifth Supplemental Engineer's Report for Phase 3 & 6 (Phase 3 & 6 Project)

Exhibits

<i>Exhibit 1</i>	<i>Vicinity Map</i>
<i>Exhibit 2</i>	<i>Location Map</i>
<i>Exhibit 3</i>	<i>Tohoqua Phase 4 & 5 Master Site Plan</i>
<i>Exhibit 4</i>	<i>District Boundary Map and Legal Description</i>
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<i>Exhibit 10</i>	<i>Reclaimed Water Distribution System Map</i>
<i>Exhibit 11</i>	<i>Wastewater System Map</i>
<i>Exhibit 12</i>	<i>Estimate of Probable Capital Improvement Costs</i>
<i>Exhibit 13</i>	<i>Permit Log</i>

Attachments

<i>Attachment A</i>	<i>Phase 3 Legal Description</i>
<i>Attachment B</i>	<i>Phase 6 Legal Description</i>

**Tohoqua Community Development District
Fifth Supplemental Engineer's Report for Phase 3 & 6 (Phase 3 & 6 Project)**

Section 1 Introduction

1.1. Background

The District Engineer's Report, dated September 25, 2017, described the scope and estimated cost of the District's capital improvement program (the "CIP") serving the entire Tohoqua Community Development District (the "District"). The CIP is estimated to cost approximately \$71.870 million and includes public roadways, stormwater ponds, potable water distribution, sanitary sewer system, reclaimed water distribution, off-site utility and roadway improvements, an amenity site, parks, landscaping, hardscape, professional fees and contingency. This Fifth Supplemental Engineer's Report, dated August 29, 2022 (the "Fifth Supplemental Engineer's Report for Phase 3 & 6 (Phase 3 & 6 Project)"), has been prepared to assist with the financing and construction of the public infrastructure components for the initial sub-phases of the third and sixth phase of the Development within the District in the approximate amount of \$4.51 million (the "Phase 3 & 6 Project") pursuant to requirements of Osceola County and the City of St. Cloud, Florida.

The Phase 3 & 6 Project described in this Fifth Supplemental Engineer's Report includes the proposed public infrastructure improvements necessary for the development of Phase 3 & 6 which constitute the initial sub-phases of the District's third and sixth phase development parcels. The capital improvement costs compiled and contained in this report are only those costs for Phase 3 & 6. Many of the necessary regulatory approvals have been obtained for the Development (hereinafter defined). The remaining permits necessary to complete the Development are expected to be obtained during the normal design and permitting processes. To the best of our knowledge and belief it is our opinion that the balance of the required permits are obtainable as needed. The implementation of any improvements discussed in this plan requires the final approval by many regulatory and permitting agencies as outlined in Section 2 below. This report, therefore, may be amended from time to time.

Cost estimates contained in this report have been prepared based on the best available information at this time. The actual costs of construction, final engineering design, planning, approvals and permitting may vary from the cost estimates presented.

1.2. Location and General Description

The overall Tohoqua CDD is a 784-acre tract currently located in unincorporated Osceola County, Florida. More specifically, the parcel is located within a portion of Sections 5 and 6, Township 26 South, Range 30 East lying south of Neptune Road, west of the Florida Turnpike, and east of the permitted Toho Preserve development. Phase 3 & 6 of the overall project consists of approximately 45 acres of the District. Phase 3 & 6 comprise 31.26 & 13.99 acres of the CDD respectively. Legal Descriptions for Phase 3 & 6 are included as Attachments A and B respectively. Phase 3 is planned to include 155 single family homes and open space recreation. Phase 6 is planned to include 61 single family homes and open space recreation. Please refer to Vicinity Map Exhibit 1 and Location Map Exhibit 2. The proposed Phase 3 & 6 Project is part of the multi-phase development and specifically includes onsite infrastructure improvements only with no proposed offsite improvements. Please refer to the Tohoqua Phase 3 & 6 Master Site Plan Exhibit 3. Zoning for the Development was approved by Osceola County on February 3, 2016.

It should be noted that the property was previously located in unincorporated Osceola County but has been annexed into the City of St. Cloud.

The District Boundary and Legal Description are included as Exhibit 4.

**Tohoqua Community Development District
Fifth Supplemental Engineer’s Report for Phase 3 & 6 (Phase 3 & 6 Project)**

1.3. District Purpose and Scope

The District was established for the purpose of financing, acquiring or constructing, maintaining and operating a portion of the public infrastructure necessary for community development within the District. The purpose of this report is to provide a description of the public infrastructure improvements that may be financed by the District. The District may finance, acquire and/or, construct, operate, and maintain certain public infrastructure improvements that are needed to serve the Development. A portion of the infrastructure improvements will be financed with the proceeds of bonds issued by the District.

The proposed public infrastructure improvements, as outlined herein, are necessary for the development of the District as required by the applicable independent unit of local government.

1.4. Description of Land Use

The lands within the overall District encompass approximately 784 acres. Based on the current MXD Zoning for the property, the development program is currently planned to include 2,216 single family homes, 1,004 multi-family units, 480,100 square feet of commercial/office space, 200 hotel rooms, a K-8 school site and a high school site. The approved land uses within the District include the following areas. Exhibit 5 provides the location of the development uses below. Exhibit 6 shows the current land use.

Proposed Development	Approximate Acres
Private	322.6
Schools	66.0
Stormwater	132.4
Amenities, Parks and Open Space	36.8
Roads Alleys & Utility Tracts	183.3
Conservation	42.9
Total Acres	784.0

Section 2 Government Actions

The following are the permitting agencies that will have jurisdiction for approval of construction within the District. Depending on the location and scope of each phase of project design, the individual permits that need to be obtained will need to be evaluated and not all of the permits listed below will necessarily apply to every sub-phase within the District. The property is currently located within the City of St. Cloud.

Permitting Agencies & Permits Required

1. Osceola County (while located in unincorporated Osceola County)
 - a. Preliminary Subdivision Plan

**Tohoqua Community Development District
Fifth Supplemental Engineer's Report for Phase 3 & 6 (Phase 3 & 6 Project)**

- b. Mass Grading (optional)
- c. Site Development Plan
- d. Final Plat
2. South Florida Water Management District (SFWMD)
 - a. Environmental Resource Permit
 - i. Mass Grading/Master Stormwater Construction
 - ii. Final Engineering for Onsite and Offsite Improvements
 - b. Water Use Permit (Dewatering)
 - i. Mass Grading/Master Storm
 - ii. Final Engineering for Onsite and Offsite Improvements
3. City of St. Cloud
 - a. Final Engineering Construction Plans for Water, Sewer, and Reclaimed Water Systems
 - b. Concept Plan Revisions (upon annexation)
 - c. Preliminary Subdivision Plan (upon annexation)
 - d. Final Construction Plans for Streets and Drainage (upon annexation)
 - e. Final Plat (upon annexation)
4. Florida Department of Environmental Protection (FDEP)
 - a. Water Distribution System
 - b. Sanitary Sewer Collection and Transmission System
 - c. National Pollutant Discharge Elimination System (NPDES)
5. Federal Emergency Management Agency
 - a. Letter of Map Revision
6. Army Corp of Engineers
 - a. Dredge and Fill Permit
 - b. Canal Crossing Permit
7. Florida Fish and Wildlife Conservation Commission (FWC)
8. State of Florida Department of Transportation
 - a. Utility Permit
 - b. Drainage Connection Permit

Exhibit 13 lists the permits that have currently been obtained for Phase 3 & 6.

Section 3 Infrastructure Benefit

The District will fund, and in certain cases maintain and operate public infrastructure yielding two types of public benefits. These benefits include:

- Project wide public benefits
- Incidental public benefits

The project wide public benefits are provided by infrastructure improvements that serve all lands in the District. These public infrastructure improvements include construction of the master stormwater management system, the sanitary sewer, potable water, and reclaimed water mains, roadway network, offsite roadway and utility improvements, perimeter landscape and irrigation improvements within the District boundary. Some incidental public benefits include those benefits received by the general public who do not necessarily reside on land owned or within the District.

**Tohoqua Community Development District
Fifth Supplemental Engineer's Report for Phase 3 & 6 (Phase 3 & 6 Project)**

The proposed capital improvements identified in this report are intended to provide specific benefit to the assessable real property within the boundaries of the District. As much of the property is currently undeveloped, the construction and maintenance of the proposed infrastructure improvements are necessary and will benefit the property for the intended use. The District can construct any portion or all of the proposed infrastructure. In addition, the District can acquire, own, operate and/or maintain infrastructure not dedicated to the County or City. The Developer or other party/parties will construct and fund the infrastructure outside of the District and/or not funded by the District.

Section 4 Phase 3 & 6 Project

The Phase 3 & 6 Project addressed in this Fifth Supplemental Engineer's Report includes elements that are only internal to the District. The proposed onsite infrastructure improvements include the master stormwater management and drainage systems, roadway improvements, pavement markings and street signage, potable water main, reclaimed water main and sewer infrastructure required to provide utility service to the District, landscaping, hardscaping and recreation areas. This project does not include any proposed offsite improvements. Descriptions of the proposed capital improvements are provided in the following sections and Exhibits 5, 7 and 9 through 11. Exhibit 12 details the Cost Opinion for the Phase 3 & 6 Project.

Section 5 Description of Series Phase 3 & 6 Project Capital Improvement Plan

5.1 Roadway Improvements

The District will not be responsible for funding roadway construction internal to the District consisting of local roadways and alleys. The funding of Cross Prairie Parkway was by the Developer under a Separate Reimbursement Agreement with Osceola County. The Developer will pay all costs associated with road improvements for which impact fee credits are payable pursuant to transportation or other development agreements. The costs for such improvements are not included on Exhibit 12. Exhibit 5, Public and Private Improvements, provides a graphical representation of the proposed roadway improvements. All local roadways will be open to the public.

5.2 Stormwater Management

As indicated above, the District may fund the construction of the master stormwater management system for the lands within the District. This system is made up of an existing wet detention stormwater treatment pond as well as control structures, spreader swales, inlets, manholes and storm pipes. The existing pond and proposed outfall structures have been designed to provide water quality treatment and attenuation in accordance with Osceola County and the South Florida Water Management District regulations. The stormwater management system has been designed to accommodate on-site runoff in addition to offsite flows which have historically entered the project site. Exhibit 7, Post-Development Basin Map provides a graphical representation of the currently proposed stormwater management system. Stormwater Pond 1 within the project boundary is an existing pond that was previously constructed as part of the Cross Prairie Pkwy roadway improvements.

5.3 100-Year Floodplain

Pursuant to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) panels 12097C 0090G 12097G and 12097C 0255G both dated June 18, 2013, a portion of the Phase 3 site is

**Tohoqua Community Development District
Fifth Supplemental Engineer's Report for Phase 3 & 6 (Phase 3 & 6 Project)**

located within the 100-year Flood Hazard Area (FHA), Zone A. Exhibit 8, FEMA 100-Year Floodplain details the floodplain limits relative to the District boundaries.

Any development within the mapped floodplain will require a Letter of Map Revision to be issued by FEMA to remove the development from the floodplain. In addition, the placement of fill within the floodplain is regulated by the SFWMD and Osceola County any filled areas below the floodplain may require mitigation in the form of compensating storage.

A Letter of Map Revision is required for the Phase 3 improvements.

5.4 Phase 3 & 6 Infrastructure

5.4.1 Phase 3 & 6 Roadways

The Phase 3 & 6 Project does not include any of the Phase 3 & 6 roadway improvements. Instead, the Phase 3 & 6 roadway improvements are to be developer funded. Phase 3 & 6 roadways will be public and owned and maintained by the City. Phase 3 & 6 include approximately 8,536 linear feet of road and will define the ingress and egress points within the Developments. Phase 3 includes 4,333 linear feet and Phase 6 includes 4,203 linear feet of roadway. In addition to the roadways, the Phase 3 improvements include approximately 1,558 linear feet of public alleys. Phase 6 improvements include approximately 638 linear feet of public alleys. The roadways and alleys will also serve as locations for the placement of utility infrastructure needed to serve the development of the project, see Exhibit 4. The Phase 3 roadways will connect to Cross Prairie Parkway. The Phase 6 roadways will connect to Cross Prairie Parkway and portions of Phase 1 & 4 and another unspecified future phase. No offsite roadway or intersection improvements are being constructed as part of Phase 3 & 6.

5.4.2 Potable Water Distribution System

The District may fund the construction of the water distribution system within the District and those portions required to connect to existing or proposed offsite facilities. The potable water system will be conveyed to, and owned and maintained by the City of St. Cloud once it has been certified complete. The water mains within the District will be sized to provide water to residents of the District and will be designed and constructed based on the approved Master Utility Plan (MUP). Exhibit 9, Potable Water Distribution System Map, provides a graphical representation of the contemplated water mains to be constructed within Phase 3 & 6 and the overall District.

5.4.3 Reclaimed Water Distribution System

The District may fund the construction of the reclaimed water distribution system within the District. The reclaimed water system will be conveyed to, and owned and maintained by the City of St. Cloud once it has been certified complete by the District. The reclaimed water mains serving the District will be sized to provide reclaimed water to the lot boundaries and common areas within the District and will be designed and constructed based on the approved MUP. Phase 3 & 6 will be served by the offsite reclaim water main which was constructed as part of Cross Prairie Parkway. Exhibit 10, Reclaimed Water Distribution System Map, provide a graphical representation of the existing and proposed offsite reclaimed water system and onsite Phase 3 & 6 and overall system contemplated within the District.

**Tohoqua Community Development District
Fifth Supplemental Engineer's Report for Phase 3 & 6 (Phase 3 & 6 Project)**

5.4.4 Wastewater System

The District may fund the construction of the gravity sewer, force main, and lift station infrastructure within the District and those portions required to connect to existing or proposed offsite facilities. The wastewater system will be conveyed to, and owned and maintained by the City of St. Cloud once it has been certified complete by the District. The sewer collection mains, lift stations and force mains serving the District will be sized to provide wastewater service to the residents of the District, and will be designed and constructed based on the approved MUP. Exhibit 11, Wastewater System Map, provide a graphical representation of the existing offsite wastewater system and onsite Phase 3 & 6 and overall system contemplated within the District. The Wastewater systems for Phase 3 & 6 connect to the previously constructed system in Cross Prairie Parkway.

The funding of offsite wastewater improvements is by the Developer under a separate Reimbursement Agreement with the City of St. Cloud. The Developer will pay all costs associated with utility improvements for which impact fee credits are payable pursuant to development agreements.

5.4.5 Parks, Landscape & Hardscape

The Phase 3 & 6 landscaping and irrigation of the primary roadways will provide the “first impression” of the Development. The District may fund parks, landscape and hardscape construction and maintenance within roadways and common areas which may include perimeter landscape buffers, master signage, way finding signage, entry hardscape features, entry landscape, amenity area and park area features, landscape and hardscape, pedestrian/multi-purpose trails, and street trees. The District will own and maintain foregoing improvements.

5.5 Professional and Inspection Fees

For the design, permitting and construction of the proposed Phase 3 & 6 Project, professional services are required by various consultants. The consultants required are: civil engineer, geotechnical, planner, environmental, surveying, and landscape architect. During construction, the various permitting agencies will observe and inspect the project. Each of the agencies will charge an inspection fee to cover the costs associated with an inspector visiting the site to observe construction progress and confirm that the project is constructed in accordance with their respective approved plans, permits, rules, and regulations. The Professional Services and Inspections Fees are included as Soft Costs for the Phase 3 & 6 Project.

**Tohoqua Community Development District
Fifth Supplemental Engineer's Report for Phase 3 & 6 (Phase 3 & 6 Project)**

Section 6 Ownership and Maintenance

Proposed District Capital Improvements Plan	Ownership	Maintenance
Onsite Roadway & Alley Improvements	City	City
Master Stormwater Management System	District	District
Potable Water Distribution System	City of St. Cloud	City of St. Cloud
Sanitary Sewer System	City of St. Cloud	City of St. Cloud
Reclaimed Water Distribution System	City of St. Cloud	City of St. Cloud
Parks, Landscaping, Irrigation and Signage	District	District

Section 7 Roadway Rights-of-Way, Stormwater Management Ponds and Other Open Spaces

Real property interests for lands within the District needed for construction, operation, and maintenance of District facilities will be conveyed and/or dedicated by the owner thereof to the District or other Public entity at no cost.

Section 8 Estimate of Probable Capital Improvement Costs

The Estimate of Probable Costs for the Phase 3 & 6 Project is provided in Exhibit 12. Costs associated with construction of the Phase 3 & 6 improvements described in this report have been estimated based on the best available information. Other soft costs include portions of the surveying, design and engineering for the described work, regulatory permitting inspection fees and materials testing. In addition, a reasonable project contingency estimate has been included. Please note that the costs are subject to change based on final engineering, permitting, and changes in the site plan and construction cost due to market fluctuation.

Section 9 Conclusions and Summary Opinion

The Phase 3 & 6 Project as described is necessary for the functional development of the property within Phases 3 & 6 of the District as required by the applicable local governmental agencies. Phase 3 & 6 infrastructure has been planned and designed in accordance with current governmental regulatory requirements. The public infrastructure as described in this Fifth Supplemental Engineer's Report will serve its intended function provided the construction is in substantial compliance with the design and permits which will be required for the District by the various jurisdictional entities outlined earlier in this report. In addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on the proposed bonds, the District will levy and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District, for the purpose of defraying the cost and expenses of maintaining District-owned improvements.

The construction costs for the Phase 3 & 6 Project in this Fifth Supplemental Engineer's Report are based on the approved plans. In our professional opinion, and to the best of our knowledge and belief, the costs provided herein for the Phases 3 & 6 improvements are reasonable to complete the construction of the

**Tohoqua Community Development District
Fifth Supplemental Engineer's Report for Phase 3 & 6 (Phase 3 & 6 Project)**

infrastructure improvements described herein. All of the proposed Phase 3 & 6 Project costs are to be public improvements or community facilities as set forth in sections 190.012(1) and (2) of the Florida Statutes.

The summary of probable infrastructure construction costs is only an opinion and not a guaranteed maximum price. Historical costs, actual bids and information from other professionals or contractors have been used in the preparation of this report. Contractors who have contributed in providing the cost data included in this report are reputable entities with experience in Central Florida.

The labor market, future costs of equipment and materials, increased regulatory actions and requirements, and the actual construction process are all beyond our control. Due to this inherent opportunity for fluctuation in cost, the total final cost may be more or less than this opinion.

**As District Engineer:
Poulos & Bennett, LLC**



Eric E. Warren, PE
State of Florida Professional Engineer No. 45423

Exhibits



Vicinity Map

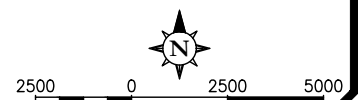
Tohoqua CDD

POULOS & BENNETT

August 26, 2022
P & B Job No.: 21-029

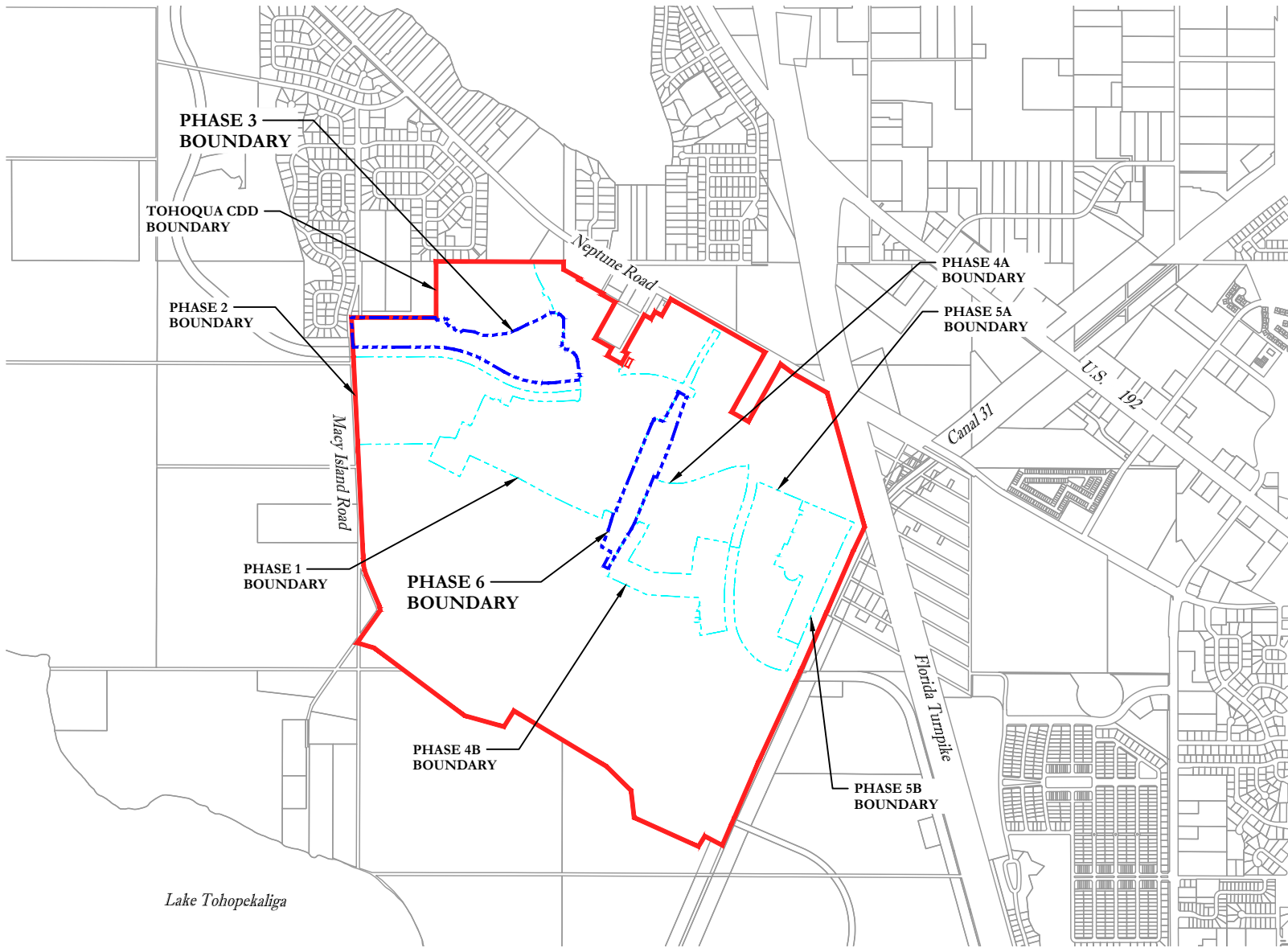
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Orlando, Florida 32803-407.487.2594

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SCALE IN FEET

Exhibit 1

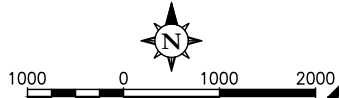


- LEGEND
- CDD Boundary
 - - - Existing Phases Boundaries
 - - - Phases 6 & 3 Boundary

Location Map

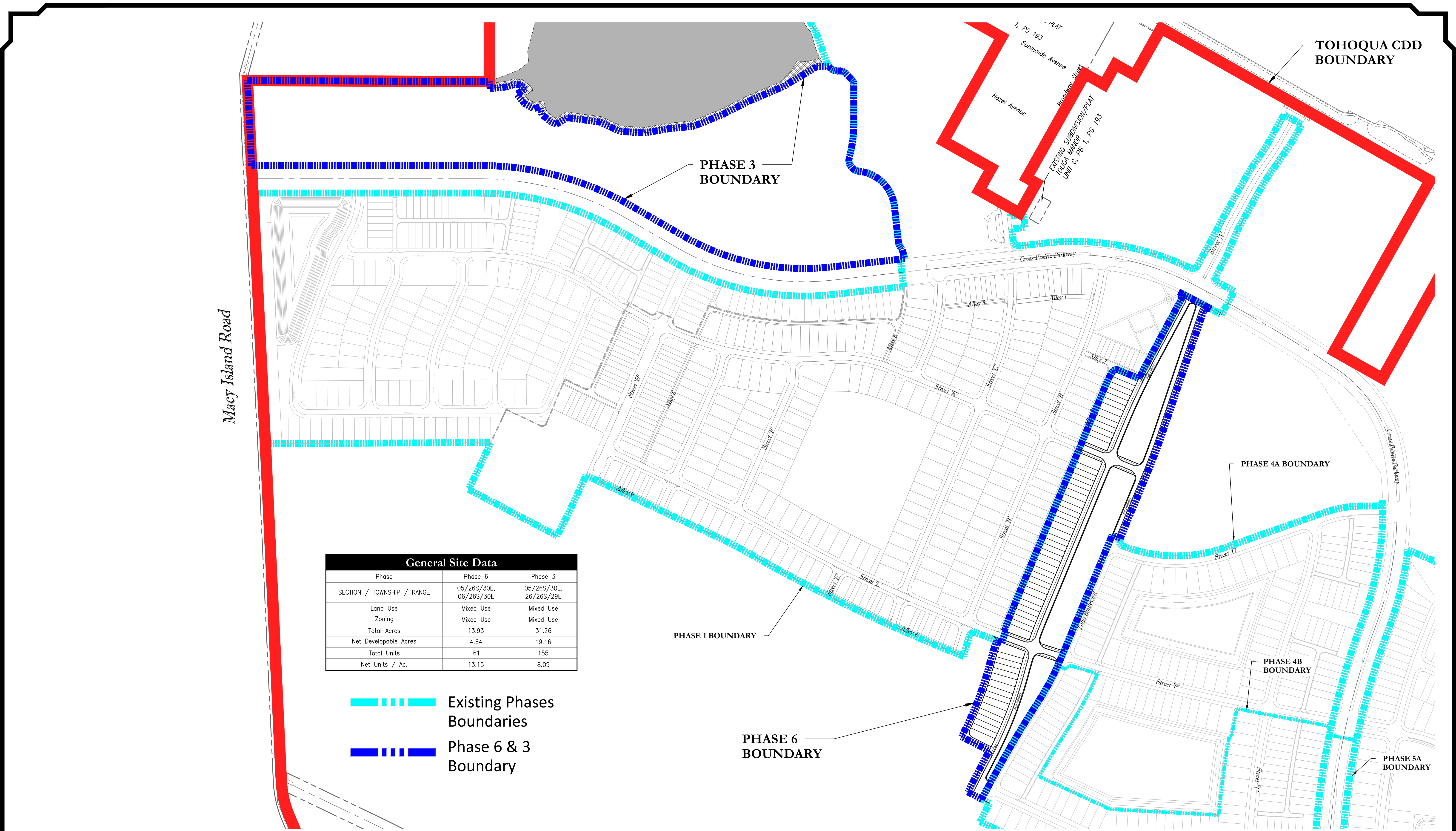
Tohoqua CDD

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SCALE IN FEET

Exhibit 2



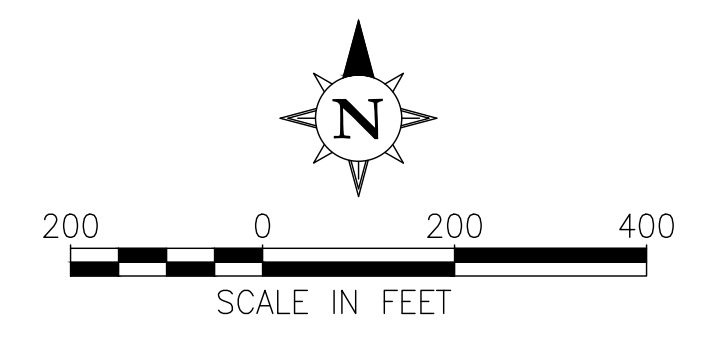
General Site Data		
Phase	Phase 6	Phase 3
SECTION / TOWNSHIP / RANGE	05/26S/30E, 06/26S/30E	05/26S/30E, 26/26S/29E
Land Use	Mixed Use	Mixed Use
Zoning	Mixed Use	Mixed Use
Total Acres	13.93	31.26
Net Developable Acres	4.64	19.16
Total Units	61	155
Net Units / Ac.	13.15	8.09

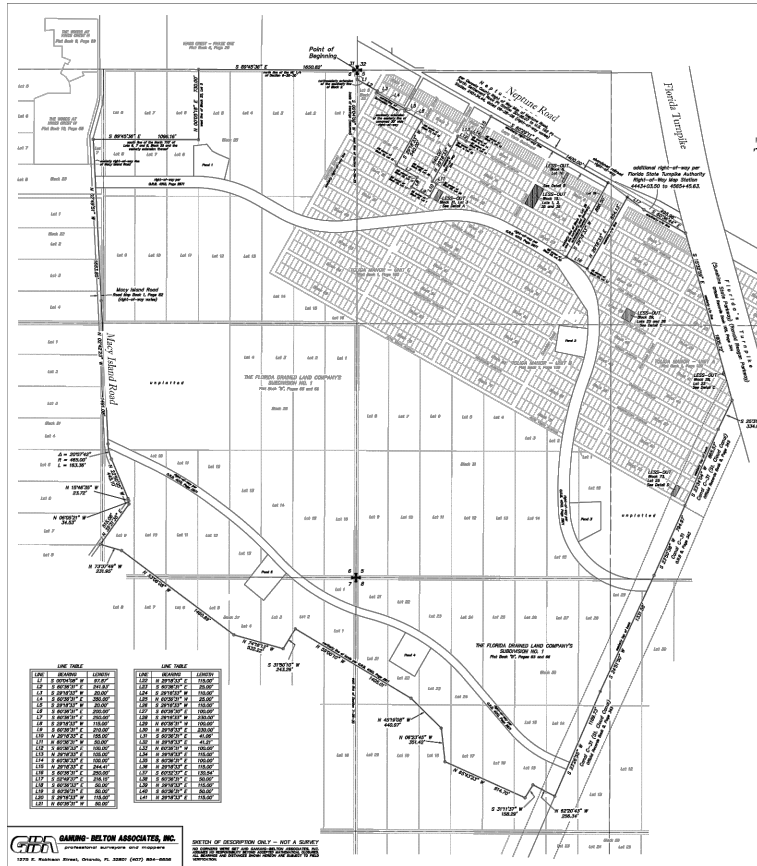
Phases 6 & 3 Master Site Plan
Tohoqua CDD

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Legal Description

A portion of Sections 5 and 6, Township 26 South, Range 30 East, Osceola County, Florida, being more particularly described as follows:

BEGIN at the northeast corner of said Section 6; thence run S 00°04'08" W, along the east line thereof, a distance of 97.87 feet to a point on the northwesterly extension of the southerly line of Block 2, TOLIGA MANOR - UNIT C, according to the plat thereof, as recorded in Plat Book 1, Page 193, Public Records of Osceola County, Florida; thence run S 60°36'31" E, along said northwesterly extension, a distance of 241.93 feet to a point on the easterly right-of-way line of Coolidge Street; thence run S 29°18'33" W, along said easterly right-of-way line, a distance of 20.00 feet to a point on the centerline of Sunnyside Avenue; thence run S 60°36'31" E, along said centerline, a distance of 350.00 feet to a point on the southerly extension of the easterly line of that unnamed 30.00 foot wide right-of-way, as shown and described on Osceola County Right of Way Map of Neptune Road, Partin Settlement Road Pl. Station 30+26.07 to U.S. 192 Pl. Station 240+34.44, dated 09-28-08; thence run S 29°18'33" W, along said southerly extension, a distance of 20.00 feet to a point on the southerly right-of-way line of the aforesaid Sunnyside Avenue; thence run S 60°36'31" E, along said southerly right-of-way line, a distance of 200.00 feet to the northeast corner of Block 17, Lot 12; thence run S 29°18'33" W, a distance of 540.00 feet to the northwest corner of Block 32, Lot 12; thence run S 60°36'31" E, a distance of 250.00 feet to the northwest corner of Block 32, Lot 17; thence run S 29°18'33" W, a distance of 115.00 feet to the southwest corner of Block 32, Lot 17; thence run S 60°36'31" E, a distance of 210.00 feet to the southeast corner of Block 31, Lot 1; thence run N 29°18'33" E, a distance of 155.00 feet to the southeast corner of Block 22, Lot 36; thence run N 60°36'31" W, a distance of 50.00 feet to the southwest corner of Block 22, Lot 36; thence run N 29°18'33" E, along the easterly right-of-way line of Broadway Street, a distance of 540.00 feet to the southwest corner of Block 4, Lot 15; thence, departing said easterly right-of-way line, run S 60°36'31" E, a distance of 100.00 feet to the southeast corner of Block 4, Lot 14; thence run N 29°18'33" E, a distance of 105.00 feet to the northeast corner of Block 4, Lot 14; thence run S 60°36'31" E, a distance of 100.00 feet to a point on the northeast corner of Block 4, Lot 12; thence run N 29°18'33" E, a distance of 244.41 feet to a point on the southerly right-of-way line of Neptune Road, as described and recorded on the aforesaid Osceola County Right of Way Map of Neptune Road; thence run S 60°29'11" E, along said southerly right-of-way line, a distance of 1,400.00 feet to a point on the northerly extension of the easterly line of Block 6, Lot 26, TOLIGA MANOR - UNIT B, according to the plat thereof, as recorded in Plat Book 1, Page 139, Public Records of Osceola County, Florida; thence run S 29°18'33" W, along said easterly line and the northerly and southerly extensions thereof, a distance of 886.50 feet to the southwest corner of Block 23, Lot 23; thence run S 60°36'31" E, a distance of 250.00 feet to the southeast corner of Block 23, Lot 13; said corner being a point on the westerly right-of-way line of Sheridan Road; thence run N 29°18'33" E, along said westerly right-of-way line, a distance of 854.13 feet to a point on the southerly right-of-way line of Florida's Turnpike per Florida State Turnpike Authority Right-of-Way Map Station 444+03.50 to 4565+45.63; thence along said right-of-way line the following two (2) courses and distances: run S 52°49'37" E, a distance of 216.15 feet; thence S 60°36'44" E, a distance of 495.96 feet to a point on the westerly right-of-way line of Florida's Turnpike, as described and recorded in Official Records Book 105, Page 344, Public Records of Osceola County, Florida; thence run S 19°32'59" E, a distance of 1805.72 feet to a point on the westerly top of bank of Canal C-31 (St. Cloud Canal); as described and recorded in Official Records Book 9, Page 343, and Official Records Book 9, Page 341, Public Records of Osceola County, Florida; thence southwesterly, along said top of bank, the following five (5) courses and distances: run S 25°31'53" W, a distance of 334.68 feet; thence run S 23°34'04" W, a distance of 865.57 feet; thence run S 23°50'38" W, a distance of 794.97 feet; thence run S 24°51'50" W, a distance of 1,331.58 feet; thence run S 23°26'55" W, a distance of 1,189.73 feet to a point on the northerly line of those lands as described and recorded in Official Records Book 4060, Page 2811, Public Records Of Osceola County, Florida; thence northwesterly, along said northerly line, the following courses and distances: run N 62°20'43" W, a distance of 256.34 feet; thence run S 31°11'37" W, a distance of 158.29 feet; thence run N 65°43'23" W, a distance of 914.70 feet; thence run N 08°23'45" W, a distance of 351.42 feet; thence run N 45°19'08" W, a distance of 440.97 feet; thence run N 59°00'10" W, a distance of 1,403.01 feet; thence run S 31°50'10" W, a distance of 243.28 feet; thence run N 74°16'13" W, a distance of 532.22 feet; thence run N 53°06'09" W, a distance of 1,450.89 feet; thence run N 73°37'49" W, a distance of 231.95 feet to a point on the easterly right-of-way line of Macy Island Road, as described and recorded in Road Map Book 1, Page 82, Public Records of Osceola County, Florida; thence northerly, along said easterly right-of-way line, the following seven (7) courses and distances: run N 35°31'35" E, a distance of 515.08 feet; thence run N 06°05'21" W, a distance of 34.53 feet; thence run N 15°46'35" W, a distance of 23.72 feet; thence run N 22°50'05" W, a distance of 445.10 feet to a point of curvature of a curve, concave easterly, having a radius of 485.00 feet and a central angle of 20°07'42"; thence run northerly, along the arc of said curve, a distance of 163.36 feet to the point of tangency thereof; thence run N 02°42'23" W, a distance of 1,481.08 feet; thence run N 02°48'31" W, a distance of 1683.85 feet to a point on the westerly extension of the south line of the North 710 feet of Block 25, Lots 6, 7 and 8, THE FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book "B", Pages 65 and 66, Public Records of Osceola County, Florida; thence run S 89°45'36" E, along said south line and the westerly extension thereof, a distance of 1,096.16 feet to a point on the west line of Block 25, Lot 5; thence run N 00°05'18" E, along said west line, a distance of 730.00 feet to a point on the north line of the Northeast 114 of said Section 6; thence run S 89°45'36" E, along said north line, a distance of 1,650.82 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

Block 28, Lot 23, and Block 73, Lot 25, TOLIGA MANOR - UNIT A, according to the plat thereof, as recorded in Plat Book 1, Page 129; Block 6, Lot 10, and Block 15, Lots 1, 2, 35 and 36, and Block 29, Lots 25 and 26, TOLIGA MANOR - UNIT B, according to the plat thereof, as recorded in Plat Book 1, Page 139; Block 31, Lot 3, TOLIGA MANOR - UNIT C, according to the plat thereof, as recorded in Plat Book 1, Page 193, all being of the Public Records of Osceola County, Florida.

Containing a total of 783.96 acres, more or less.

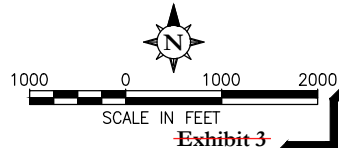
District Boundary Map and Legal Description

Tohoqua CDD

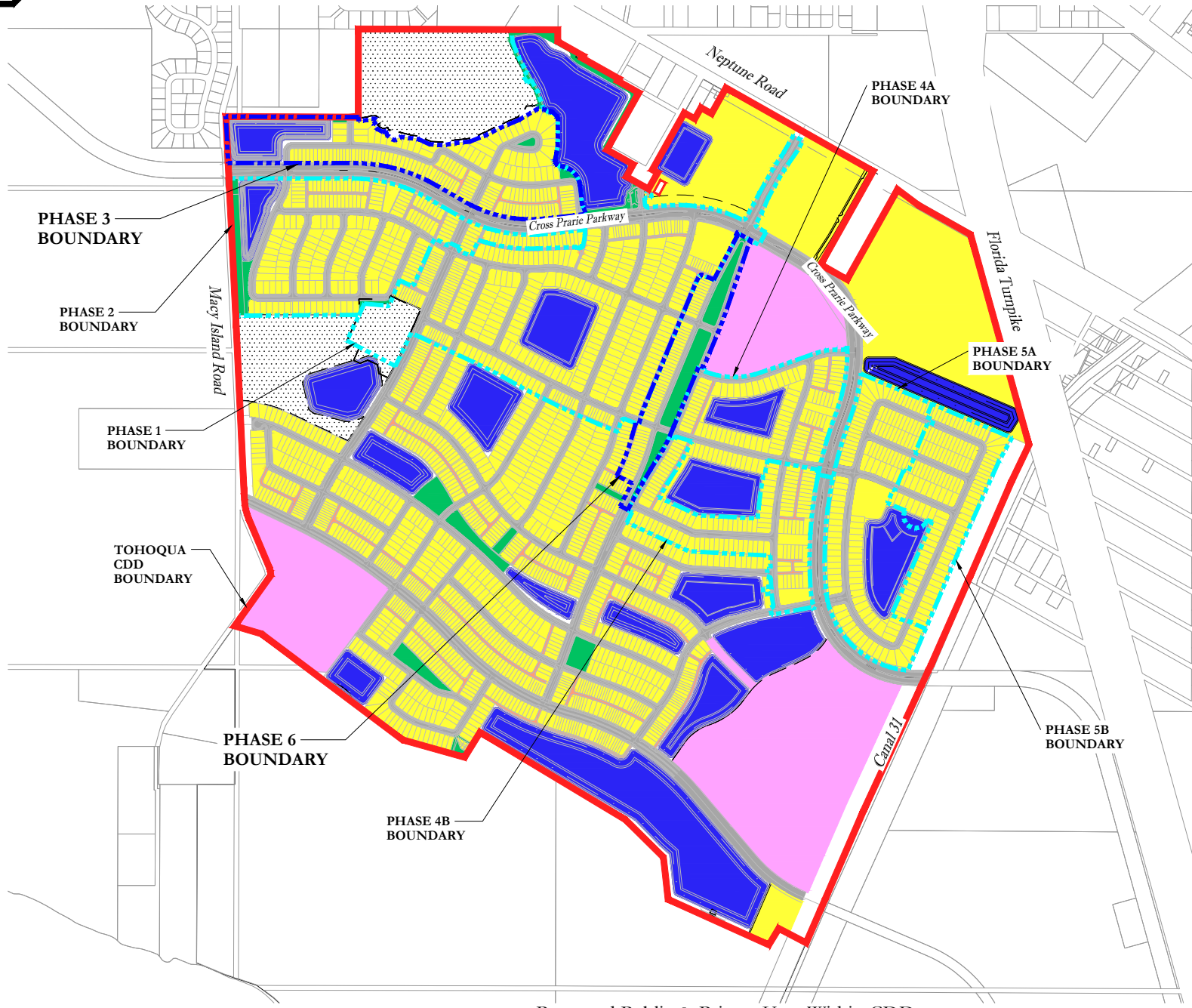


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September 15, 2017
P & B Job No.: 12-044



- LEGEND**
- CDD Boundary
 - - - - Ex. Phases Boundary
 - - - - Phases 6 & 3 Boundary
 - Private
 - HOA/CDD Park Space
 - CDD Stormwater Tracts
 - Schools
 - Conservation Area
 - County/City Roads & Utilities
 - County/City Alley's & Utilities
 - Private Roads (Public Utilities)

Note:
 Concept plan subject to revisions as
 approved by County or City

Proposed Public & Private Uses Within CDD

Tohoqua CDD

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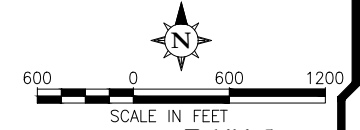














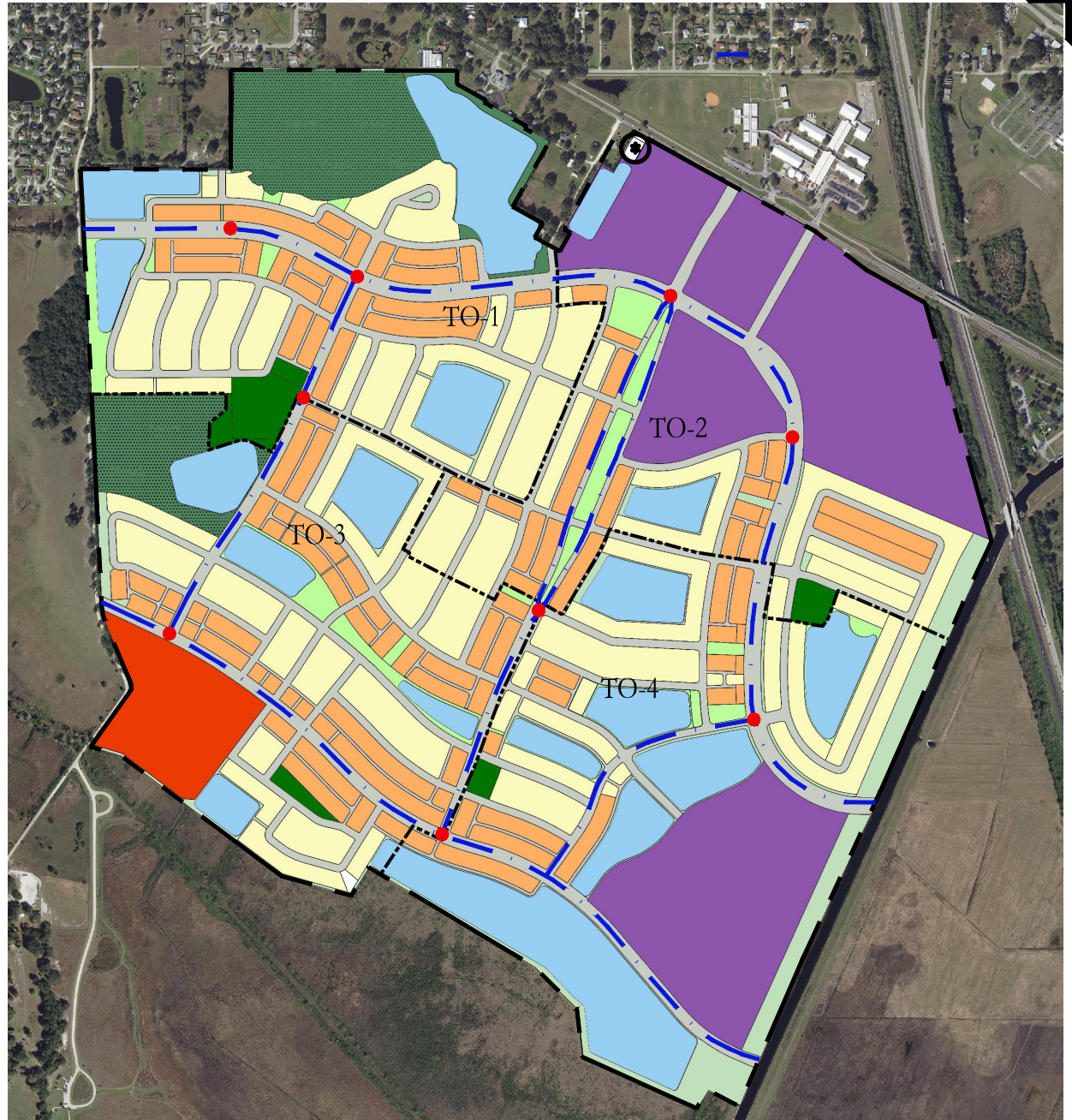


Exhibit 5

Z:\2021\21-029 LENAR - TOHOQUA 3, 6 & 7\CAD\EXH & FIGS\CDD\PHASE 6 CDD\PH6 CDD EXH 5 PUBLIC-PRIVATE USE

- PLACE TYPES LEGEND**
-  COMMUNITY CENTER
 -  SINGLE FAMILY RESIDENTIAL NEIGHBORHOOD 1 (NH1)
 -  NEIGHBORHOOD 2 (NH2)
 -  NEIGHBORHOOD CENTER
 -  FRAMEWORK ROADS
 -  POTENTIAL TRANSIT STOPS
 -  TOHOQUA NEIGHBORHOODS
 -  WETLANDS TO BE PRESERVED
 -  INITIAL PROPOSED 2 ACRE FIRE STATION LOCATION. FINAL LOCATION SHALL BE DETERMINED AND APPROVED BY THE FIRE DEPARTMENT AND CITY PRIOR TO CONVEYANCE OF THE PROPERTY. RELOCATION OF THE SITE WITHIN THE PARAMETERS OF RESOLUTION NUMBER 2017-0418 IS ALLOWED UNTIL SUCH TIME AS CONVEYANCE.
- OPEN SPACE DISTRICT**
-  CONSERVATION AREA
 -  RECREATION AREA
 -  STORMWATER AREA
 -  OPEN SPACE
 -  NEIGHBORHOOD PARKS/SQUARES/CIVIC SPACES



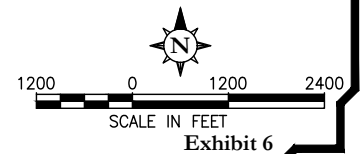
Note:
Concept plan subject to revisions as approved by County or City

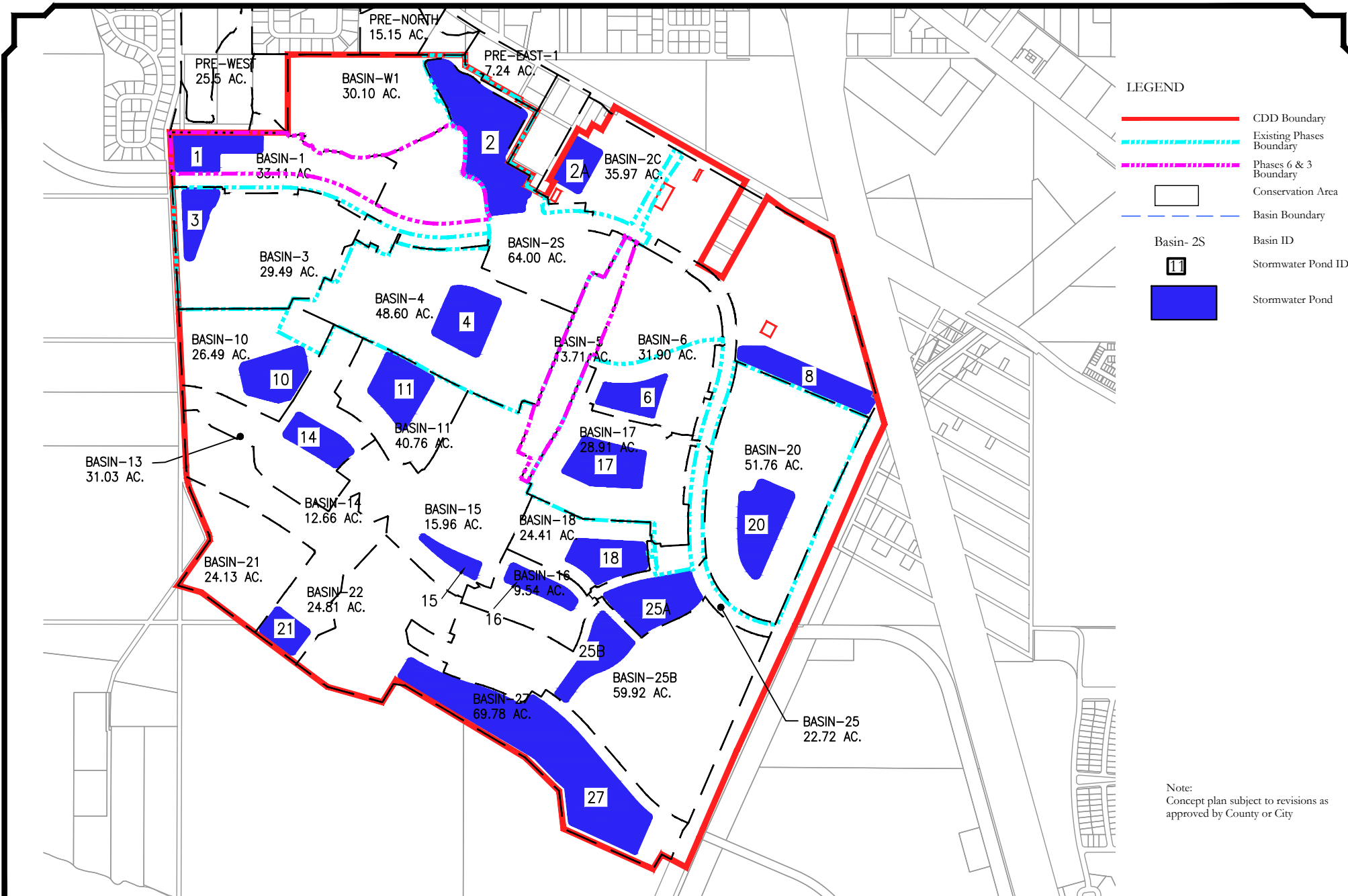
Concept Plan
Tohoqua CDD

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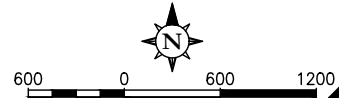
Post Development Basin Map
Tohoqua CDD

POULOS & BENNETT

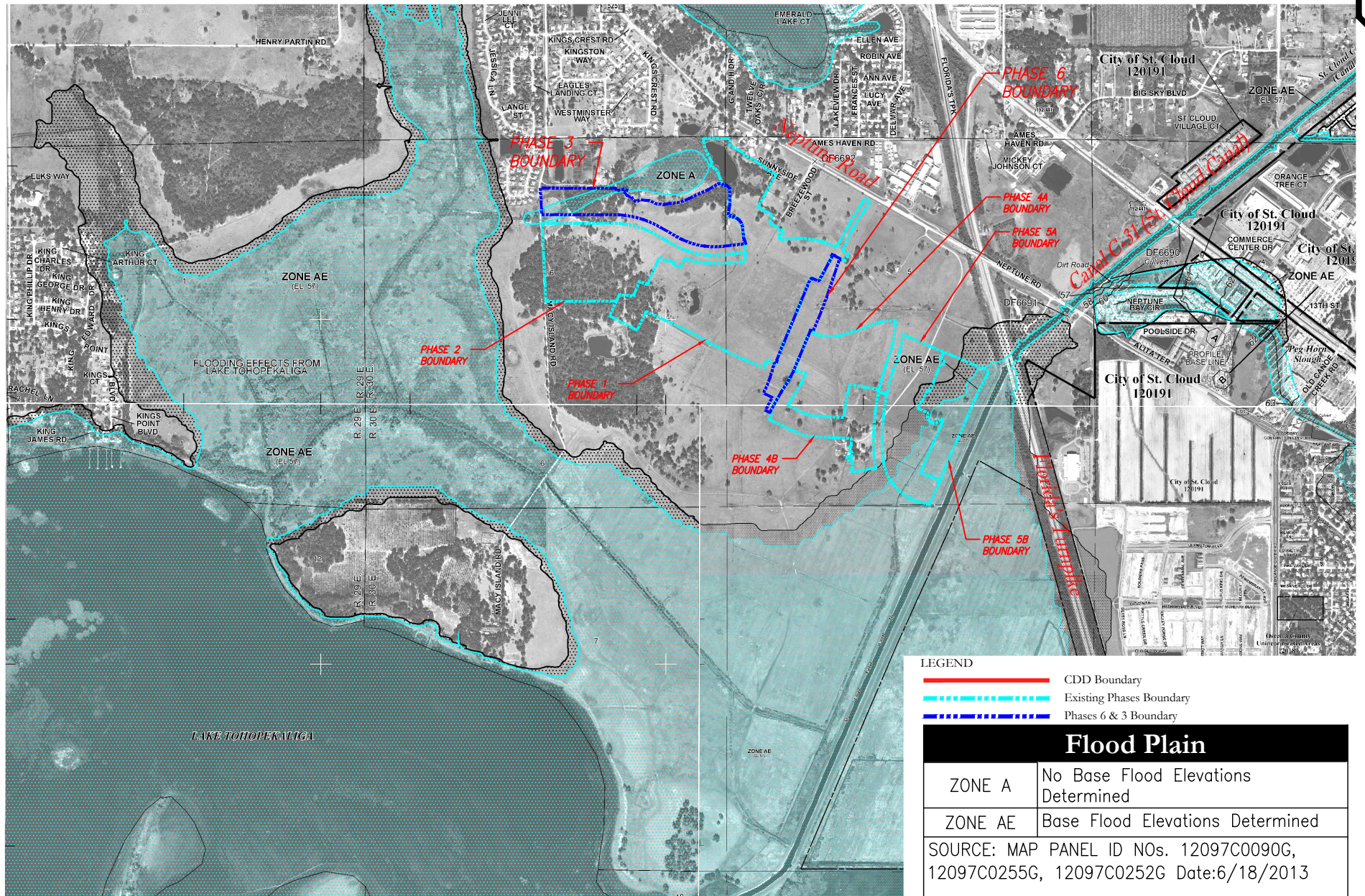
August 26, 2022
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Note:
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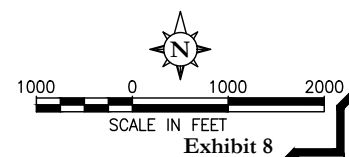
LEGEND

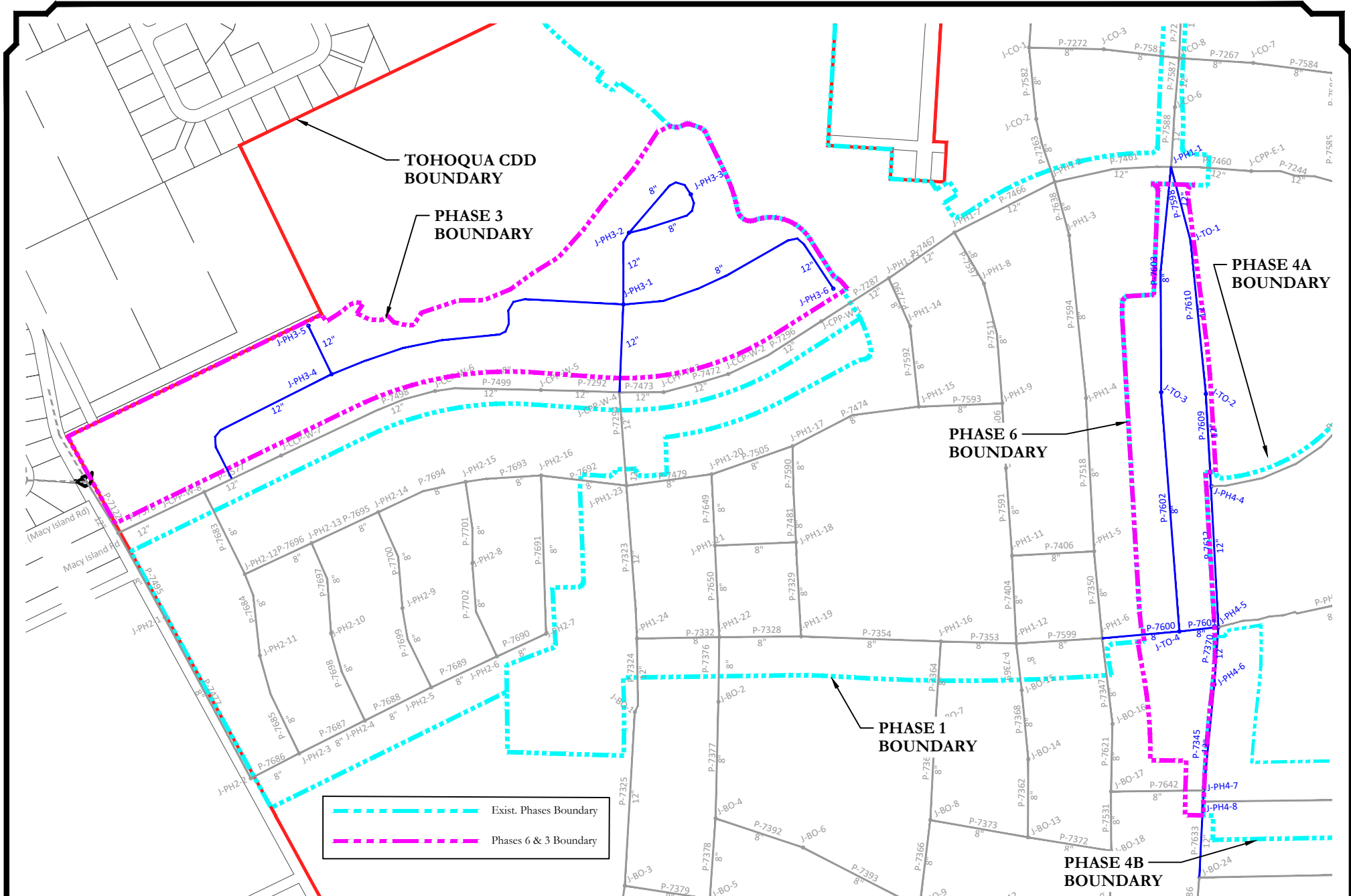
- CDD Boundary
- Existing Phases Boundary
- Phases 6 & 3 Boundary

Flood Plain	
ZONE A	No Base Flood Elevations Determined
ZONE AE	Base Flood Elevations Determined

SOURCE: MAP PANEL ID NOs. 12097C0090G, 12097C0255G, 12097C0252G Date:6/18/2013

100 - Year Floodplain
Tohoqua CDD





Potable Water Distribution System

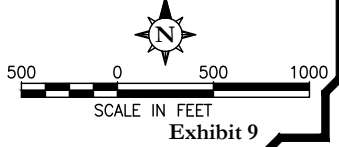
Tohoqua CDD

POULOS & BENNETT

August 26, 2022
P & B Job No.: 21-029

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Z:\2021\21-029 LENNAR - TOHOQUA 3, 6 & 7\CAD\EXH & FIGS\CDD\PHASE 6 CDD\PH6 CDD EXH 9 POTABLE WATER DISTRIBUTION SYSTEM

TOHOQUA CDD
BOUNDARY

PHASE 3
BOUNDARY

PHASE 4A
BOUNDARY

PHASE 6
BOUNDARY

PHASE 1
BOUNDARY

PHASE 4B
BOUNDARY

- Exist. Phases Boundary
- Phases 6 & 3 Boundary

Reclaim Water Distribution System

Tohoqua CDD

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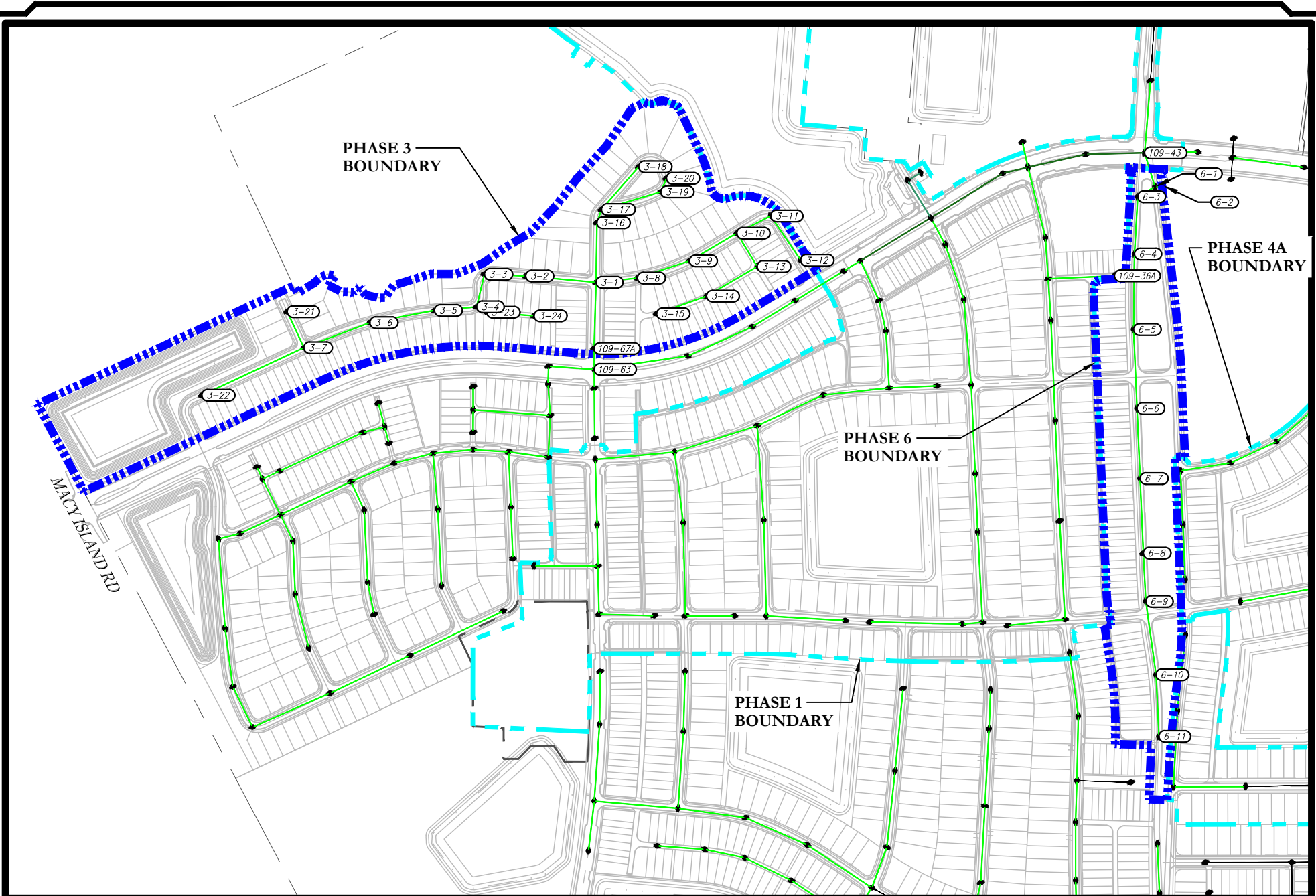
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500 0 500 1000

SCALE IN FEET

Exhibit 10



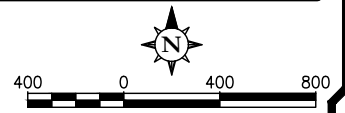
Wastewater Collection System

Tohoqua CDD

POULOS & BENNETT

2602 E. Livingston St.
Orlando, Florida 32803 - 407.487.2594

www.poulosandbennett.com
Certificate of Authorization No. 28567



SCALE IN FEET

Exhibit 11

August 26, 2022
P & B Job No.: 21-029

EXHIBIT 12
Tohoqua CDD Phases 3 6
Fifth Supplemental Engineers Report for Phases 3 6 (Phase 3 6 Project)
Estimate of Probable Capital Improvement Costs
August 30, 2022

Facility	Estimated Cost
Excavation & Grading (Excavation, Grading & Erosion Control)	\$ 277,299.80
Stormwater System (Pipes & Structures)	\$ 1,301,203.00
Potable Water Distribution System (Pipes, Fittings, Valves, etc.)	\$ 686,196.05
Sanitary Sewer System (Pipes & Structures)	\$ 773,764.94
Reclaimed Water Distribution System (Pipes, Fittings, Valves, etc.)	\$ 305,807.50
Landscape & Hardscape (Landscaping, Sidewalk & Sod)	\$ 221,728.00
<hr/>	
Subtotal	\$ 3,565,999.29
Professional Fees (10%)	\$ 356,599.93
Inspection, Survey & Testing Fees (5%)	\$ 178,299.96
<hr/>	
Subtotal	\$ 4,100,899.18
Contingency (10%)	\$ 410,089.92
<hr/>	
Total	\$ 4,510,989.10

EXHIBIT 13-1

PERMIT & APPROVAL CHECKLIST

DATE: <u>30-Aug-22</u> BY: _____		PROJECT NUMBER(S): <u>21-021</u>							w/in 6 months	EXTENSIONS AND CLOSEOUTS					
COMMUNITY: <u>Tohoqua Phase 3</u>													EXPIRED		
PERMIT TYPE (IE: Wetland, Land Use, Sewer Extension)	ISSUING AGENCY	APPLICATION NUMBER	PERMIT NUMBER	PERMITTEE	TRANSFERRED TO	PERMIT TRANSFER DATE	DESCRIPTION OF PERMITTED ACTIVITY (IE: Subdivision Approval Phase 1, Offsite Water Extension Route S1)	CURRENT STATUS (IE: Not Submitted Yet, In Review, 2nd Submittal, Approved, Extended, Expired, Closed)	DATE SUBMITTED	DATE ISSUED	DATE EXPIRES	IS PERMIT EXTENDABLE? WILL NEW CONDITIONS BE ADDED TO AN EXENDED PERMIT? (IE: Wetland Buffers, Full Resubmission, etc.)	IS FORMAL CLOSEOUT REQ Y/N	ACTUAL CLOSEOUT DATE	SIGNIFICANT CLOSEOUT REQUIREMENTS (IE - file 2 yr maintenance bond, 5 year wetland monitoring, file as built's & close out form, etc.)
PSP	City of St Cloud	SUB21-00001	SUB21-00001	TDG			Subdivision PSP	Approved	8-Jan-21						
Construction Plans SDP	City of St Cloud	SUB21-00021	SUB21-00021	Lennar			Subdivision Construction Plans	Approved		2-Feb-22					
Construction Plans SDP Amendment	City of St Cloud	SUB21-00021	SUB22-00011	Lennar			Subdivision Construction Plans Amendment	Approved		10-Aug-22					
Construction Plans SDP	Osceola County	SDP21-0147	SDP21-0147	Lennar			SDP Right of Way Improvements	Approved		16-Mar-22					
Potable Water Permit	FDEP		0078597-541-DSGP	Lennar			Approval of dry-line water dist. System	Approved		20-May-22	19-May-27				
Wastewater Permit	FDEP		0354122-014-DWC/CG	Lennar			Wastewater General Permit	Approved		23-May-22	22-May-27				
Environmental Resource Permit (ERP) Major Modification	SFWMDC	211001-7726		Lennar			Conceptual/Construction of a Stormwater Management System - South Basin Modification	in review	22-Oct-21			application extended to FEB-19			

EXHIBIT 13-2

PERMIT & APPROVAL CHECKLIST

DATE: <u>30-Aug-22</u> BY: _____		PROJECT NUMBER(S): <u>21-021</u>							win 6 months	EXTENSIONS AND CLOSEOUTS					
COMMUNITY: <u>Tohoqua Phase 6</u>													EXPIRED		
PERMIT TYPE (IE: Wetland, Land Use, Sewer Extension)	ISSUING AGENCY	APPLICATION NUMBER	PERMIT NUMBER	PERMITTEE	TRANSFERRED TO	PERMIT TRANSFER DATE	DESCRIPTION OF PERMITTED ACTIVITY (IE: Subdivision Approval, Phase 1, Offsite Water Extension Route 51)	CURRENT STATUS (IE: Not Submitted Yet, In Review, 2nd Submittal, Approved, Extended, Expired, Closed Out, etc)	DATE SUBMITTED	DATE ISSUED	DATE EXPIRES	IS PERMIT EXTENDABLE? WILL NEW CONDITIONS BE ADDED TO AN EXTENDED PERMIT? (IE: Wetland Buffers, Full Resubmission, etc.)	IS FORMAL CLOSEOUT REQ Y/N	ACTUAL CLOSEOUT DATE	SIGNIFICANT CLOSEOUT REQUIREMENTS (IE- file 2 yr maintenance bond, 5 year wetland monitoring, file as bulks & close out form, etc.)
PSP	City of St Cloud	19-85.06	19-85.06	PNB			Subdivision PSP	Approved	21-Oct-19	14-Jan-21					
Construction Plans	City of St Cloud		SUB20-00012	PNB			Construction Plans	Approved	28-Aug-20	25-Jan-21					
FDEP Water	FDEP		0076597-509-DSGP	Lennar			General Permit for Construction of Water Main Extensions	Approved		16-Apr-21	15-Apr-26				
FDEP Wastewater	FDEP		0354122-012-DWC/CG	Lennar			Construct a domestic wastewater collection/transmission system	Approved	15-Apr-21	23-Apr-21	22-Apr-26				
Construction Plans SDP	Osceola County		SDP21-0111	Lennar			ROW Improvements	Approved		19-Oct-21	19-Oct-24				
Environmental Resource Permit (ERP) Major Modification	SFWMD	211026-31969	49-106365-P	Lennar			Conceptual/Construction of a Stormwater Management System - South Basin Modification	Approved		12-Jan-22	12-Jan-27				

Attachments

ATTACHMENT A

Tohoqua Phase 3 Legal Description

A portion of Lots 7 and 8, Block 23; A portion of Lots 1 through 8, inclusive, 14 and 15, Block 25; along with portions of the platted right-of-way per *THE FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1*, according to the plat thereof, as recorded in Plat Book "B", Pages 65 and 66, Public Records of Osceola County, Florida;

TOGETHER WITH:

Lot 1, a portion of Lots 2, 3, 33 and 34, and Lots 35 and 36, Block 32; Lots 1 through 4, inclusive, a portion of Lots 5 through 11, inclusive, a portion of Lots 25 and 26, and Lots 27 through 36, Block 37; Lots 1 through 10, inclusive, a portion of Lots 11, 12, 13, 14, 26, 27, 28 and 29, Lots 30 through 36, inclusive, Block 48; A portion of Lots 1 through 6, inclusive, Block 53; along with portions of the platted right-of-ways per *TOLIGA MANOR - UNIT C*, according to the plat thereof, as recorded in Plat Book 1, Page 193, Public Records of Osceola County, Florida.

All lying in Sections 5 and 6, Township 26 South, Range 30 East, Osceola County, Florida and being more fully described as follows:

BEGIN at the intersection of the northerly right-of-way line of Cross Prairie Parkway (Tohoqua Parkway) as described and recorded in Official Records Book 4010, Page 2871, Public Records of Osceola County, Florida with the easterly right-of-way line of Macy Island Road as shown in the Road Map Book 1, Page 82, Public Records of Osceola County, Florida; thence run N 02°49'51" W, along said easterly right-of-way line, a distance of 384.98 feet to a point on the south line of the North 710.00 feet of said Lots 6, 7 and 8, Block 25, and a westerly extension thereof; thence run S 89°45'36" E, along said south line, a distance of 1,096.16 feet to a point on the southerly line of a Conservation Easement as recorded in Official Records Book 5103, Page 107, Public Records of Osceola County, Florida; thence run easterly along said southerly line, the following courses and distances: thence run S 06°50'19" E, a distance of 32.64 feet; thence run N 83°35'20" E, a distance of 73.18 feet; thence run N 72°49'14" E, a distance of 36.61 feet; thence run S 86°07'59" E, a distance of 29.20 feet; thence run S 53°24'30" E, a distance of 28.83 feet; thence run S 58°35'21" W, a distance of 45.83 feet; thence run S 38°25'48" E, a distance of 54.65 feet; thence run S 62°01'41" E, a distance of 48.13 feet; thence run N 78°10'30" E, a distance of 27.92 feet; thence run S 16°54'39" E, a distance of 35.75 feet; thence run S 51°43'49" E, a distance of 50.64 feet; thence run S 65°16'10" E, a distance of 27.45 feet; thence run N 58°43'09" E, a distance of 57.44 feet; thence run S 82°22'13" E, a distance of 150.30 feet; thence run S 64°47'58" E, a distance of 99.17 feet; thence run S 86°15'25" E, a distance of 111.50 feet; thence run N 79°56'48" E, a distance of 109.59 feet; thence run N 84°24'47" E, a distance of 115.23 feet; thence run N 67°56'27" E, a distance of 143.52 feet; thence run N 63°04'01" E, a distance of 130.76 feet; thence run N 67°01'07" E, a distance of 110.56 feet; thence run N 66°57'23"

E, a distance of 62.35 feet; thence run N 59°05'09" E, a distance of 224.72 feet to a point on the westerly line of Tract C, *TOHOQUA - PHASE 1*, according to the plat thereof, as recorded in Plat Book 26, Pages 173 through 181, Public Records of Osceola County, Florida; thence run southerly along the westerly line of said Tract C, the following courses and distances: run S 19°43'34" E, a distance of 13.20 feet to a point of curvature of a curve, concave northeasterly, having a radius of 50.00 feet and a central angle of 70°16'26"; thence run southeasterly, along the arc of said curve, a distance of 61.33 feet to the point of tangency thereof; thence run N 90°00'00" E, a distance of 12.45 feet to a point of curvature of a curve, concave southwesterly, having a radius of 30.00 feet and a central angle of 45°00'00"; thence run southeasterly, along the arc of said curve, a distance of 23.56 feet to the point of tangency thereof; thence run S 45°00'00" E, a distance of 43.62 feet to a point of curvature of a curve, concave southwesterly, having a radius of 30.00 feet and a central angle of 45°00'00"; thence run southeasterly, along the arc of said curve, a distance of 23.56 feet to the point of tangency thereof; thence run S 00°00'00" E, a distance of 181.74 feet to a point of curvature of a curve, concave westerly, having a radius of 555.00 feet and a central angle of 15°30'22"; thence run southerly, along the arc of said curve, a distance of 150.20 feet to a point of reverse curvature of a curve, having a radius of 50.00 feet and a central angle of 99°38'23"; thence run southeasterly along the arc of said curve, a distance of 86.95 feet to a point of reverse curvature of a curve, having a radius of 181.00 feet and a central angle of 77°45'37"; thence run southeasterly along the arc of said curve, a distance of 245.65 feet to the point of tangency thereof; thence run S 06°22'24" E, a distance of 160.06 feet to a point of curvature of a curve, concave northeasterly, having a radius of 50.00 feet and a central angle of 40°36'03"; thence run southeasterly, along the arc of said curve, a distance of 35.43 feet to the intersection with a curve, concave southwesterly, having a radius of 553.00 feet; thence, on a chord bearing of S 15°35'48" E and a chord distance of 48.08 feet, run southerly along the arc of said curve, a distance of 48.10 feet, through a central angle of 04°59'00" to a point on a non-radial line; said point lying on the aforesaid northerly right-of-way line of Cross Prairie Parkway; thence, departing the westerly line of said Tract C, run westerly along the northerly right-of-way line of said Cross Prairie Parkway, the following five (5) courses and distances: run S 83°37'36" W, a distance of 336.95 feet to a point of curvature of a curve, concave northerly, having a radius of 1,090.00 feet and a central angle of 36°22'21"; thence run westerly, along the arc of said curve, a distance of 691.95 feet to the point of tangency thereof; thence run N 60°00'03" W, a distance of 271.18 feet to a point of curvature of a curve, concave southerly, having a radius of 1,380.00 feet and a central angle of 29°59'57"; thence run westerly, along the arc of said curve, a distance of 722.54 feet to the point of tangency thereof; thence run N 90°00'00" W, a distance of 1,033.64 feet to the **POINT OF BEGINNING**.

Containing 31.26 acres, more or less.

ATTACHMENT B

Tohoqua Phase 6 Legal Description

A portion of Lots 5, 6 and 7, Block 31, FLORIDA DRAINED LAND COMPANY'S SUBDIVISION No. 1, as recorded in Plat Book B, Pages 65 and 66 of the Public Records of Osceola County, Florida;

TOGETHER WITH:

A portion of Lots 1, 2, 35 and 36, Block 30; Lots 1 and 36 and a portion of Lots 2, 3, 34 and 35, Block 39; Lots 1, 2, 34, 35 and 36 and a portion of Lots 3, 4 and 33, Block 46; Lots 1, 2, 3, 34, 35 and 36 and a portion of Lots 4, 32 and 33, Block 55; Lots 1, 2, 3, 34, 35 and 36 and a portion of Lots 4, 5 and 33, Block 62; Lots 1, 2, 3, 4, 33, 34, 35 and 36 and a portion of Lots 5 and 32, Block 71; along with portions of the platted unimproved Right of Ways per TOLIGA MANOR – UNIT B, as recorded in Plat Book 1, Page 139 of the Public Records of Osceola County, Florida;

TOGETHER WITH:

A portion of Lots 18 and 19, Block 31; A portion of Lots 18 and 19, Block 38; Lots 17, 18, 19 and 20 and a portion of Lots 16 and 21, Block 47; Lots 18 and 19 and a portion of Lots 16, 17 and 20, Block 54; Lot 18 and a portion of Lots 17, 19 and 20, Block 63; A portion of Lots 18 and 19, Block 70; along with portions of the platted unimproved Right of Ways per TOLIGA MANOR – UNIT C, as recorded in Plat Book 1, Page 193 of the Public Records of Osceola County, Florida;

All of the above lying within Section 5, Township 26 South, Range 30 East, being more particularly described as follows:

BEGIN at the Southeast corner of BLOWING BREEZE AVENUE as shown on the plat of TOHOQUA – PHASE 1B, as recorded in Plat Book 27, Pages 70 through 74 of the Public Records of Osceola County, Florida; thence along the East line of said TOHOQUA – PHASE 1B and the East line of TOHOQUA – PHASE 1, as recorded in Plat Book 26, Pages 173 through 181 of the Public Records of Osceola County, Florida, the following eleven (11) courses: run N20°20'00"E, a distance of 54.00 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 7,173.00 feet and a Central Angle of 00°03'07"; thence run Westerly along the arc of said curve, a distance of 6.52 feet (Chord Bearing = N69°38'26"W, Chord = 6.52 feet) to a point on a Non-Tangent curve, concave to the East, having a Radius of 1,980.00 feet and a Central Angle of 03°14'41"; thence run Northerly along the arc of said curve, a distance of 112.13 feet (Chord Bearing = N20°56'58"E, Chord = 112.12 feet) to the Point of Tangency; thence run N22°34'18"E, a distance of 1,095.34 feet to the Point of Curvature of a curve concave

to the Southeast, having a Radius of 440.00 feet and a Central Angle of $05^{\circ}44'16''$ "; thence run Northeasterly along the arc of said curve, a distance of 44.06 feet (Chord Bearing = $N25^{\circ}26'26''E$, Chord = 44.04 feet) to the Point of Tangency; thence run $N28^{\circ}18'34''E$, a distance of 15.21 feet to the Point of Curvature of a curve concave to the South, having a Radius of 25.00 feet and a Central Angle of $84^{\circ}10'44''$ "; thence run Easterly along the arc of said curve, a distance of 36.73 feet (Chord Bearing = $N70^{\circ}23'57''E$, Chord = 33.51 feet) to the Point of Tangency; thence run $S67^{\circ}30'41''E$, a distance of 99.25 feet to a point on a Non-Tangent curve, concave to the Southeast, having a Radius of 3,020.00 feet and a Central Angle of $01^{\circ}36'58''$ "; thence run Northeasterly along the arc of said curve, a distance of 85.18 feet (Chord Bearing = $N27^{\circ}30'06''E$, Chord = 85.17 feet) to the Point of Tangency; thence run $N28^{\circ}18'34''E$, a distance of 320.47 feet to the Point of Curvature of a curve concave to the West, having a Radius of 25.00 feet and a Central Angle of $92^{\circ}31'12''$ "; thence run Northerly along the arc of said curve, a distance of 40.37 feet (Chord Bearing = $N17^{\circ}57'01''W$, Chord = 36.12 feet) to a point on a Non-Tangent curve, concave to the Southwest, having a Radius of 1,090.00 feet and a Central Angle of $01^{\circ}29'31''$ "; thence run Southeasterly along the arc of said curve, a distance of 28.38 feet (Chord Bearing = $S63^{\circ}27'52''E$, Chord = 28.38 feet) to a Point of Compound Curve, concave to the Southwest, having a Radius of 6,940.00 feet and a Central Angle of $01^{\circ}08'13''$ "; thence run Southeasterly along the arc of said curve, a distance of 137.72 feet (Chord Bearing = $S62^{\circ}09'00''E$, Chord = 137.72 feet) to a point on a Non-Tangent curve, concave to the South, having a Radius of 25.00 feet and a Central Angle of $99^{\circ}44'50''$ "; thence run Westerly along the arc of said curve, a distance of 43.52 feet (Chord Bearing = $S68^{\circ}32'42''W$, Chord = 38.23 feet) to the Point of Tangency; thence run $S18^{\circ}40'17''W$, a distance of 574.40 feet to the Point of Curvature of a curve concave to the West, having a Radius of 3,020.00 feet and a Central Angle of $03^{\circ}54'01''$ "; thence run Southerly along the arc of said curve, a distance of 205.59 feet (Chord Bearing = $S20^{\circ}37'18''W$, Chord = 205.55 feet) to the Point of Tangency; thence run $S22^{\circ}34'18''W$, a distance of 312.83 feet to a point on the North line of TOHOQUA – PHASE 4A, as recorded in Plat Book 30, Pages 124 through 129 of the Public Records of Osceola County, Florida; thence along the North and West boundary of said TOHOQUA – PHASE 4A the following three (3) courses: run $N67^{\circ}25'42''W$, a distance of 38.00 feet; thence run $S22^{\circ}34'18''W$, a distance of 605.51 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 1,222.00 feet and a Central Angle of $01^{\circ}38'36''$ "; thence run Southwesterly along the arc of said curve, a distance of 35.05 feet (Chord Bearing = $S23^{\circ}23'36''W$, Chord = 35.05 feet) to the Southwest corner of said TOHOQUA – PHASE 4A; thence continue Southwesterly along said curve through a central angle of $08^{\circ}41'35''$, a distance of 185.41 feet to a Point of Reverse Curve, concave to the Southeast, having a Radius of

5,272.00 feet and a Central Angle of $05^{\circ}33'35''$; thence run Southwesterly along the arc of said curve, a distance of 511.58 feet (Chord Bearing = $S30^{\circ}07'42''W$, Chord = 511.38 feet); thence run $N62^{\circ}37'46''W$, a distance of 72.07 feet to a point on a Non-Tangent curve, concave to the Southeast, having a Radius of 9,039.75 feet and a Central Angle of $01^{\circ}11'38''$; thence run Northeasterly along the arc of said curve, a distance of 188.36 feet (Chord Bearing = $N27^{\circ}12'43''E$, Chord = 188.36 feet) to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 2,041.80 feet and a Central Angle of $00^{\circ}37'58''$; thence run Northeasterly along the arc of said curve, a distance of 22.55 feet (Chord Bearing = $N27^{\circ}26'02''E$, Chord = 22.55 feet); thence run $N63^{\circ}19'22''W$, a distance of 140.00 feet to a point on a Non-Tangent curve, concave to the West, having a Radius of 1,677.00 feet and a Central Angle of $12^{\circ}19'07''$; thence run Northerly along the arc of said curve, a distance of 360.56 feet (Chord Bearing = $N20^{\circ}58'26''E$, Chord = 359.86 feet) to a Point of Reverse Curve, concave to the East, having a Radius of 2,000.00 feet and a Central Angle of $02^{\circ}58'34''$; thence run Northerly along the arc of said curve, a distance of 103.88 feet (Chord Bearing = $N16^{\circ}18'09''E$, Chord = 103.87 feet) to a point on a Non-Tangent curve, concave to the North, having a Radius of 7,227.00 feet and a Central Angle of $00^{\circ}11'49''$; thence run Easterly along the arc of said curve, a distance of 24.85 feet (Chord Bearing = $S69^{\circ}34'08''E$, Chord = 24.85 feet) to the POINT OF BEGINNING.

Containing 13.99 acres, more or less.

SECTION ii

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022
SUPPLEMENTAL ASSESSMENT METHODOLOGY
FOR
ASSESSMENT AREA FIVE
(PHASE 3/6 PROJECT)

DRAFT

Date: September 26, 2022

Prepared by

Governmental Management Services - Central Florida, LLC
219 E. Livingston St.
Orlando, FL 32801



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GMS-CF, LLC does not represent the Tohoqua Community Development District as a Municipal Advisor or Securities Broker nor is GMS-CF, LLC registered to provide such services as described in Section 15B of the Securities and Exchange Act of 1934, as amended. Similarly, GMS-CF, LLC does not provide the Tohoqua Community Development District with financial advisory services or offer investment advice in any form.

1.0 Introduction

The Tohoqua Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District plans to issue approximately \$2,200,000 of tax exempt bonds (the “Series 2022 Bonds” or “Bonds”) for the purpose of financing infrastructure improvements within Phase 3 and Phase 6 of the Tohoqua development in an assessment area within the District referred to as Assessment Area Five or Phase 3/6. The infrastructure improvements to be financed are cumulatively referred to as the Phase 3/6 Project and are more specifically described in the Fifth Supplemental Engineer’s Report dated September 6, 2022, prepared by Poulos and Bennet, Inc., as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of infrastructure improvements that benefit property owners within Assessment Area Five of the District.

1.1 Purpose

This Supplemental Assessment Methodology for Assessment Area Five (the “Assessment Report”) provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within Assessment Area Five within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Phase 3/6 Project. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

The District plans to impose non-ad valorem special assessments on the benefited lands within Assessment Area Five within the District based on this Assessment Report. It is anticipated that all of the proposed non-ad valorem special assessments will be collected through the Uniform Method of Collection described in Chapter 197.3632, Florida Statutes or any other legal means available to the District. It is not the intent of this Assessment Report to address any other assessments, if applicable, that may be levied by the District, a homeowner’s association, or any other unit of government, or any homeowners or condominium association.

1.2 Background

The District currently comprises approximately 784 acres in Osceola County, Florida. Assessment Area Five comprises 45 developable acres within the District. The development program for Assessment Area Five of the District currently envisions construction of approximately 216 residential units. The proposed development program for Assessment Area Five is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified or supplemented accordingly.

The improvements contemplated by the District in the Phase 3/6 Project will provide facilities that benefit the Phase 3/6 property within the District. Specifically, the District will construct and/or acquire certain excavation & grading, stormwater system, potable

water distribution system, sanitary sewer system, reclaimed water distribution system, landscape & hardscape. The acquisition and construction costs, including professional fees, inspection, survey fees, testing fees and contingency are summarized in Table 2.

The assessment methodology is a four-step process.

1. The District Engineer must first determine the public infrastructure improvements that may be provided by the District and the costs to implement the Phase 3/6 Project.
2. The District Engineer determines the assessable acres that benefit from the District's Phase 3/6 Project.
3. A calculation is made to determine the funding amounts necessary to acquire and/or construct the Phase 3/6 Project.
4. This amount is initially divided equally among the benefited properties on a prorated assessable acreage basis. Ultimately, as land is platted, this amount will be assigned to each of the benefited properties based on the equivalent residential unit ("ERU") for each of the platted units.

1.3 Special Benefits and General Benefits

Improvements undertaken by the District create special and peculiar benefits to the assessable property within the Assessment Area Five within the District, different in kind and degree than general benefits, for properties within the District as well as general benefits to the public at large.

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within Assessment Area Five within the District. The implementation of the Phase 3/6 Project enables properties within the boundaries of Assessment Area Five within the District to be developed. Without the District's Phase 3/6 Project, there would be no infrastructure to support development of land within Assessment Area Five within the District. Without these improvements, development of the property within Assessment Area Five of the District would be prohibited by law.

There is no doubt that the general public and property owners outside of Assessment Area Five within the District will benefit from the provision of the Phase 3/6 Project. However, these benefits will be incidental for the purpose of the Phase 3/6 Project, which is designed solely to meet the needs of property within Assessment Area Five within the District. Properties outside of Assessment Area Five within the District boundaries do not depend upon the District's Phase 3/6 Project. The property owners within Assessment Area Five within the District are therefore receiving special benefits not received by those outside Assessment Area Five and outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

There are two requirements under Florida law for a valid special assessment:

- 1) The properties must receive a special benefit from the improvements being paid for.
- 2) The special assessments must be fairly and reasonably allocated to the properties being assessed based on the special benefit such properties receive.

Florida law provides for a wide application of special assessments that meet these two characteristics of special assessments.

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District will be greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Phase 3/6 Project that is necessary to support full development of Assessment Area Five will cost approximately \$4,510,989.10. However, the District is only financing a portion of the Phase 3/6 Project with the Series 2022 Bonds. The balance of the Phase 3/6 Project is intended to be funded with Developer Contributions. The District's Underwriter projects that financing costs required to fund a portion of the Phase 3/6 Project costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest will be approximately \$2,200,000. Without the Phase 3/6 Project, the property within Assessment Area Five of the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District plans to issue approximately \$2,200,000 in Bonds to fund a portion of the District's Phase 3/6 Project, provide for capitalized interest, a debt service reserve account, and pay costs of issuance. It is the purpose of this Assessment Report to allocate the \$2,200,000 in debt to the properties within Assessment Area Five benefiting from the Phase 3/6 Project.

Table 1 identifies the land uses as identified by the Developer within Assessment Area Five of the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Phase 3/6 Project needed to support the development, which these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$4,510,989. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for a portion of the Phase 3/6 Project and related costs was determined by the District's Underwriter to total approximately \$2,200,000. Any additional funds needed to complete the Phase 3/6 Project will be funded by developer contributions or future bond issues. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of District bond debt is a continuous process until the development plan is completed. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. The Phase 3/6 Project funded by the District's Series 2022 Bonds will benefit the platted Phase 6 property and all of the remaining acres within Assessment Area Five within the District until Phase 3 property is platted. Once platting or the recording of a declaration of condominium of any portion of the District into individual lots or units ("Assigned Properties") is complete, the assessments will be levied to the Assigned Properties based on the benefits they receive, on a first platted, first assigned basis. The "Unassigned Properties" defined as property that has not been platted or subjected to a declaration of condominium, will be assessed on an equal per acre basis of all the remaining unassigned property within Assessment Area Five within the District. Eventually the development plan will be completed and the debt relating to the bonds will be allocated to the planned 216 residential units within Assessment Area Five within the District, which are the beneficiaries of the Phase 3/6 Project, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. This is reflected on Table 5. Based on the product type and number of units anticipated to absorb a certain amount of the Bond principal, it is estimated that the District will recognize a developer contribution equal to \$750,000 in eligible infrastructure.

Until all the land within Assessment Area Five of the District has been platted and sold, the assessments on the portion of the land that has not been platted and sold are not fixed and determinable. The reasons for this are (1) until the lands are platted, the number of developable acres within each tract against which the assessments are levied is not determined; (2) the lands are subject to re-plat, which may result in changes in development density and product type; and (3) until the lands are sold it is unclear of the timing of the absorptions. Only after the property has been platted and sold will the developable acreage be determined, the final plat be certain, the developable density known, the product types be confirmed, and the timing of the sales solidified.

The assignment of debt in this Assessment Report sets forth the process by which debt is apportioned. As mentioned herein, this Assessment Report will be supplemented from time to time.

2.3 Allocation of Benefit

The Phase 3/6 Project consists of certain excavation & grading, stormwater system, potable water distribution system, sanitary sewer system, reclaimed water distribution system, landscape & hardscape, professional fees, inspection, survey & testing, and

contingency. There are currently *three* product types within the planned development of Assessment Area Five. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU") as represented in the Master Assessment Report. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the Phase 3/6 Project on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Phase 3/6 Project will provide several types of systems, facilities and services for its residents. These include construct and/or acquire certain bond eligible excavation & grading, stormwater system, potable water distribution system, sanitary sewer system, reclaimed water distribution system, landscape & hardscape, professional fees, inspection, survey & testing, and contingency. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

Once these determinations are made, they are reviewed in the light of the special benefits peculiar to the property, which flow to the properties as a result of their logical connection to the improvements in fact actually provided.

For the provision of the Phase 3/6 Project, the special and peculiar benefits are:

- 1) the added use of the property,
- 2) added enjoyment of the property, and
- 3) the probability of increased marketability and value of the property.

These special and peculiar benefits are real and ascertainable but are not yet capable of being calculated as to value with mathematical certainty. However, each is more valuable than either the cost of, or the actual non-ad valorem special assessment levied for the improvement or the debt as allocated.

2.5 Lienability Test: Reasonable and Fair Apportionment of the Duty to Pay Non-Ad Valorem Assessments

A reasonable estimate of the proportion of special and peculiar benefits received from the Phase 3/6 Project public improvements described in the Engineer's Report is delineated in Table 5 (expressed as Allocation of Par Debt per Product Type).

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the Phase 3/6 Project have been apportioned to the Assessment Area Five property within the

District according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

Accordingly, no acre or parcel of property within Assessment Area Five within the boundaries of the District will have a lien for the payment of any non-ad valorem special assessment more than the determined special benefit peculiar to that property and therefore, the debt allocation will not be increased more than the debt allocation set forth in this Assessment Report.

In accordance with the benefit allocation suggested for the product types in Table 4, a total debt per unit and an annual assessment per unit have been calculated for each product type (Table 6). These amounts represent the preliminary anticipated per unit debt allocation assuming all anticipated units are built and sold as planned, and the entire proposed Phase 3/6 Project is constructed.

3.0 True Up Mechanism

Although the District does not process plats, declaration of condominiums, site plans or revisions thereto for the developer, it does have an important role to play during the course of platting and site planning. Whenever a plat, declaration of condominium or site plan is recorded, the District must allocate a portion of its debt to the property according to this Assessment Report outlined herein. In addition, the District must also prevent any buildup of debt on Unassigned Properties. Otherwise, the land could be fully conveyed and/or platted without all of the debt being allocated. To preclude this, at the time Unassigned Properties become Assigned Properties, the District will determine the amount of anticipated assessment revenue that remains on the Unassigned Properties, taking into account the proposed plat, or site plan approval. If the total anticipated assessment revenue to be generated from the Assigned and Unassigned Properties is greater than or equal to the maximum annual debt service then no debt reduction or true-up payment is required. In the case that the revenue generated is less than the required amount then a debt reduction or true-up payment by the landowner in the amount necessary to reduce the par amount of the outstanding bonds plus accrued interest to a level that will be supported by the new net annual debt service assessments will be required.

4.0 Assessment Roll

The District will initially distribute the lien to the platted property within Assessment Area Five and then across the remaining property within Assessment Area Five on a gross acreage. As Assigned Properties becomes defined with certainty, the District will refine its allocation of debt from a per acre basis to a per unit basis as shown in Table 6. If the land use plan changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in Assessment Area Five of the District prior to the time final Assigned Properties become known. The current assessment roll for Assessment Area Five is attached as Table 7.

TABLE 1
 TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
 DEVELOPMENT PROGRAM
 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Land Use	Phase 3	Phase 6	Total Units	ERUs per Unit (1)	Total ERUs
Townhouse	61	61	122	0.60	73
Single Family - 32'	46	0	46	0.65	30
Single Family - 50'	48	0	48	1.00	48
Total Units	155	61	216		151

(1) Benefit is allocated on an ERU basis; based on density of planned development, with Single Family 50 = 1 ERU

* Unit mix is subject to change based on marketing and other factors

TABLE 2
 TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
 INFRASTRUCTURE COST ESTIMATES
 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Phase 3/6 Project Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Excavation & Grading	\$277,300
Stormwater System	\$1,301,203
Potable Water Distribution System	\$686,196
Sanitary Sewer System	\$773,765
Reclaimed Water Distribution System	\$305,808
Landscape & Hardscape	\$221,728
Professional Fees	\$356,600
Inspection, Survey, and Testing	\$178,300
Contingency	\$410,090
	\$4,510,989

(1) A detailed description of these improvements is provided in the Fourth Supplemental Engineer's Report dated September 6, 2022

Prepared by: Governmental Management Services - Central Florida, LLC

**TABLE 3
 TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
 BOND SIZING
 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE**

Description	
Construction Funds	\$1,785,461
Debt Service Reserve	\$75,547
Capitalized Interest	\$119,992
Underwriters Discount	\$44,000
Cost of Issuance	\$175,000
Par Amount*	\$2,200,000

Bond Assumptions:

Average Coupon Rate	5.50%
Amortization	30 years
Capitalized Interest	Thru 11/1/2023
Debt Service Reserve	50% Max Annual
Underwriters Discount	2%

*Par Amount is subject to change based on the actual terms at the sale of Bonds

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 4
 TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
 ALLOCATION OF IMPROVEMENT COSTS
 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvement Costs Per Product Type	Improvements Per Unit
Townhouse	122	0.60	73.20	48.44%	\$2,185,337	\$17,913
Single Family - 32'	46	0.65	29.90	19.79%	\$892,644	\$19,405
Single Family - 50'	48	1.00	48.00	31.77%	\$1,433,008	\$29,854
Totals	216		151	100.00%	\$4,510,989	

* Unit mix is subject to change based on marketing and other factors

TABLE 5
 TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
 ALLOCATION OF TOTAL PAR DEBT TO EACH PRODUCT TYPE
 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Land Use	No. of Units *	% of Total ERUs	Improvements Costs Per Product Type	Potential Allocation of Par Debt Per Product Type	Developer Contributions**	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Townhouse	122	48.44%	\$2,185,337	\$1,429,120	(\$739,493)	\$689,627	\$5,653
Single Family - 32'	46	19.79%	\$892,644	\$583,752	(\$9,561)	\$574,192	\$12,482
Single Family - 50'	48	31.77%	\$1,433,008	\$937,128	(\$946)	\$936,182	\$19,504
Totals	216	100%	\$4,510,989	\$2,950,000	(\$750,000)	\$2,200,000	

* Unit mix is subject to change based on marketing and other factors

** In order for debt service assessment levels to be consistent with market conditions, developer contributions are recognized. Based on the product type and number of units anticipated to absorb the Bond Principal, it is estimated that the CDD will recognize a developer contribution equal to \$750,000 in eligible infrastructure.

Prepared by: Governmental Management Services - Central Florida, LLC

TABLE 6
 TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
 PAR DEBT AND ANNUAL ASSESSMENTS FOR EACH PRODUCT TYPE
 SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhouse	122	\$689,627	\$5,653	\$47,363	\$388.22	\$413.00
Single Family - 32'	46	\$574,192	\$12,482	\$39,435	\$857.28	\$912.00
Single Family - 50'	48	\$936,182	\$19,504	\$64,296	\$1,339.50	\$1,425.00
Totals	216	\$2,200,000		\$151,094		

(1) This amount includes collection fees and early payment discounts when collected on the Osceola County Tax Bill

* Unit mix is subject to change based on marketing and other factors

TABLE 7
TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
PRELIMINARY ASSESSMENT ROLL
SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE

Phase 6 - Platted

Owner	Property	Units/Acres	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
LENNAR HOMES LLC	05-26-30-5346-0001-0010	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0020	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0030	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0040	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0050	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0060	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0070	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0080	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0090	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0100	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0110	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0120	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0130	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0140	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0150	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0160	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0170	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0180	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0190	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0200	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0210	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0220	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0230	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0240	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0250	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0260	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0270	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0280	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0290	1	\$5,653	\$388.22	\$413.00

Owner	Property	Units/Acres	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
LENNAR HOMES LLC	05-26-30-5346-0001-0300	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0310	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0320	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0330	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0340	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0350	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0360	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0370	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0380	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0390	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0400	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0410	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0420	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0430	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0440	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0450	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0460	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0470	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0480	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0490	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0500	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0510	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0520	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0530	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0540	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0550	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0560	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0570	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0580	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0590	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0600	1	\$5,653	\$388.22	\$413.00
LENNAR HOMES LLC	05-26-30-5346-0001-0610	1	\$5,653	\$388.22	\$413.00
Total Phase 6 - Platted		61	\$344,813	\$23,681.42	\$25,193.00

Phase 3 - Unplatted

Acres

Owner	Property	Units/Acres	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
Lennar Homes, LLC	Tohoqua CDD - Phase 3*	31.26	\$1,855,187	\$127,413	\$135,545
Total Phase 3 - Unplatted		31.26	\$1,855,187	\$127,413	\$135,545
Combined Total			\$2,200,000	\$151,094	\$160,738

(1) This amount includes 6% to cover collection fees and early payment discounts when collected utilizing the uniform method.

* - See Metes and Bounds, attached as Exhibit A

Annual Assessment Periods	30
Average Coupon Rate (%)	5.50%
Maximum Annual Debt Service	\$151,094

Prepared by: Governmental Management Services - Central Florida, LLC

Exhibit A - Phase 3 Legal Description

Legal Description

A portion of Lots 7 and 8, Block 23; A portion of Lots 1 through 8, inclusive, 14 and 15, Block 25; along with portions of the platted right-of-way per *THE FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1*, according to the plat thereof, as recorded in Plat Book "B", Pages 65 and 66, Public Records of Osceola County, Florida;

TOGETHER WITH:

Lot 1, a portion of Lots 2, 3, 33 and 34, and Lots 35 and 36, Block 32; Lots 1 through 4, inclusive, a portion of Lots 5 through 11, inclusive, a portion of Lots 25 and 26, and Lots 27 through 36, Block 37; Lots 1 through 10, inclusive, a portion of Lots 11, 12, 13, 14, 26, 27, 28 and 29, Lots 30 through 36, inclusive, Block 48; A portion of Lots 1 through 6, inclusive, Block 53; along with portions of the platted right-of-ways per *TOLIGA MANOR - UNIT C*, according to the plat thereof, as recorded in Plat Book 1, Page 193, Public Records of Osceola County, Florida.

All lying in Sections 5 and 6, Township 26 South, Range 30 East, Osceola County, Florida and being more fully described as follows:

BEGIN at the intersection of the northerly right-of-way line of Cross Prairie Parkway (Tohoqua Parkway) as described and recorded in Official Records Book 4010, Page 2871, Public Records of Osceola County, Florida with the easterly right-of-way line of Macy Island Road as shown in the Road Map Book 1, Page 82, Public Records of Osceola County, Florida; thence run N 02°49'51" W, along said easterly right-of-way line, a distance of 384.98 feet to a point on the south line of the North 710.00 feet of said Lots 6, 7 and 8, Block 25, and a westerly extension thereof; thence run S 89°45'36" E, along said south line, a distance of 1,096.16 feet to a point on the southerly line of a Conservation Easement as recorded in Official Records Book 5103, Page 107, Public Records of Osceola County, Florida; thence run easterly along said southerly line, the following courses and distances: thence run S 06°50'19" E, a distance of 32.64 feet; thence run N 83°35'20" E, a distance of 73.18 feet; thence run N 72°49'14" E, a distance of 36.61 feet; thence run S 86°07'59" E, a distance of 29.20 feet; thence run S 53°24'30" E, a distance of 28.83 feet; thence run S 58°35'21" W, a distance of 45.83 feet; thence run S 38°25'48" E, a distance of 54.65 feet; thence run S 62°01'41" E, a distance of 48.13 feet; thence run N 78°10'30" E, a distance of 27.92 feet; thence run S 16°54'39" E, a distance of 35.75 feet; thence run S 51°43'49" E, a distance of 50.64 feet; thence run S 65°16'10" E, a distance of 27.45 feet; thence run N 58°43'09" E, a distance of 57.44 feet; thence run S 82°22'13" E, a distance of 150.30 feet; thence run S 64°47'58" E, a distance of 99.17 feet; thence run S 86°15'25" E, a distance of 111.50 feet; thence run N 79°56'48" E, a distance of 109.59 feet; thence run N 84°24'47" E, a distance of 115.23 feet; thence run N 67°56'27" E, a distance of 143.52 feet; thence run N 63°04'01" E, a distance of 130.76 feet; thence run N 67°01'07" E, a distance of 110.56 feet; thence run N 66°57'23"

E, a distance of 62.35 feet; thence run N 59°05'09" E, a distance of 224.72 feet to a point on the westerly line of Tract C, *TOHOQUA - PHASE 1*, according to the plat thereof, as recorded in Plat Book 26, Pages 173 through 181, Public Records of Osceola County, Florida; thence run southerly along the westerly line of said Tract C, the following courses and distances: run S 19°43'34" E, a distance of 13.20 feet to a point of curvature of a curve, concave northeasterly, having a radius of 50.00 feet and a central angle of 70°16'26"; thence run southeasterly, along the arc of said curve, a distance of 61.33 feet to the point of tangency thereof; thence run N 90°00'00" E, a distance of 12.45 feet to a point of curvature of a curve, concave southwesterly, having a radius of 30.00 feet and a central angle of 45°00'00"; thence run southeasterly, along the arc of said curve, a distance of 23.56 feet to the point of tangency thereof; thence run S 45°00'00" E, a distance of 43.62 feet to a point of curvature of a curve, concave southwesterly, having a radius of 30.00 feet and a central angle of 45°00'00"; thence run southeasterly, along the arc of said curve, a distance of 23.56 feet to the point of tangency thereof; thence run S 00°00'00" E, a distance of 181.74 feet to a point of curvature of a curve, concave westerly, having a radius of 555.00 feet and a central angle of 15°30'22"; thence run southerly, along the arc of said curve, a distance of 150.20 feet to a point of reverse curvature of a curve, having a radius of 50.00 feet and a central angle of 99°38'23"; thence run southeasterly along the arc of said curve, a distance of 86.95 feet to a point of reverse curvature of a curve, having a radius of 181.00 feet and a central angle of 77°45'37"; thence run southeasterly along the arc of said curve, a distance of 245.65 feet to the point of tangency thereof; thence run S 06°22'24" E, a distance of 160.06 feet to a point of curvature of a curve, concave northeasterly, having a radius of 50.00 feet and a central angle of 40°36'03"; thence run southeasterly, along the arc of said curve, a distance of 35.43 feet to the intersection with a curve, concave southwesterly, having a radius of 553.00 feet; thence, on a chord bearing of S 15°35'48" E and a chord distance of 48.08 feet, run southerly along the arc of said curve, a distance of 48.10 feet, through a central angle of 04°59'00" to a point on a non-radial line; said point lying on the aforesaid northerly right-of-way line of Cross Prairie Parkway; thence, departing the westerly line of said Tract C, run westerly along the northerly right-of-way line of said Cross Prairie Parkway, the following five (5) courses and distances: run S 83°37'36" W, a distance of 336.95 feet to a point of curvature of a curve, concave northerly, having a radius of 1,090.00 feet and a central angle of 36°22'21"; thence run westerly, along the arc of said curve, a distance of 691.95 feet to the point of tangency thereof; thence run N 60°00'03" W, a distance of 271.18 feet to a point of curvature of a curve, concave southerly, having a radius of 1,380.00 feet and a central angle of 29°59'57"; thence run westerly, along the arc of said curve, a distance of 722.54 feet to the point of tangency thereof; thence run N 90°00'00" W, a distance of 1,033.64 feet to the **POINT OF BEGINNING**.

Containing 31.26 acres, more or less.

SECTION iii

RESOLUTION 2022-15

A RESOLUTION OF TOHOQUA COMMUNITY DEVELOPMENT DISTRICT SUPPLEMENTING ITS RESOLUTION 2017-21, AUTHORIZING THE ISSUANCE OF ITS TOHOQUA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (PHASE 3/6 PROJECT) IN A PRINCIPAL AMOUNT OF NOT EXCEEDING \$3,400,000 FOR THE PRINCIPAL PURPOSE OF ACQUIRING AND CONSTRUCTING ASSESSABLE IMPROVEMENTS; DELEGATING TO THE CHAIR OR VICE CHAIR OF THE BOARD OF SUPERVISORS OF THE DISTRICT, SUBJECT TO COMPLIANCE WITH THE APPLICABLE PROVISIONS HEREOF, THE AUTHORITY TO AWARD THE SALE OF SUCH PHASE 3/6 BONDS TO MBS CAPITAL MARKETS, LLC BY EXECUTING AND DELIVERING TO SUCH UNDERWRITER A BOND PURCHASE AGREEMENT AND APPROVING THE FORM THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION OF THE FIFTH SUPPLEMENTAL TRUST INDENTURE; APPROVING U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION AS THE TRUSTEE, BOND REGISTRAR AND PAYING AGENT FOR SUCH PHASE 3/6 BONDS; MAKING CERTAIN FINDINGS; APPROVING FORM OF SAID PHASE 3/6 BONDS; APPROVING THE FORM OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND AUTHORIZING THE USE BY THE UNDERWRITER OF THE PRELIMINARY LIMITED OFFERING MEMORANDUM AND THE LIMITED OFFERING MEMORANDUM AND THE EXECUTION OF THE LIMITED OFFERING MEMORANDUM; APPROVING THE FORM OF THE CONTINUING DISCLOSURE AGREEMENT AND AUTHORIZING THE EXECUTION THEREOF; APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED ACQUISITION AGREEMENT, COMPLETION AGREEMENT, COLLATERAL ASSIGNMENT AND TRUE-UP AGREEMENT; AUTHORIZING CERTAIN OFFICIALS OF TOHOQUA COMMUNITY DEVELOPMENT DISTRICT AND OTHERS TO TAKE ALL ACTIONS REQUIRED IN CONNECTION WITH THE ISSUANCE, SALE AND DELIVERY OF SAID PHASE 3/6 BONDS; PROVIDING CERTAIN OTHER DETAILS WITH RESPECT TO SAID PHASE 3/6 BONDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Tohoqua Community Development District (the “District”) is authorized by Florida Statutes, Chapter 190 (the “Act”) and Ordinance No. 2017-57 of Osceola County, Florida, (the “Ordinance”), to issue its bonds for the purpose of acquiring and constructing assessable improvements all as provided in the Act and the Ordinance; and

WHEREAS, the District is authorized by the Act to make payments of principal, interest, and premium, if any, with respect to its bonds by levying and collecting special assessments on

property located within the District and specially benefited by the assessable improvements to be financed with certain proceeds of its bonds; and

WHEREAS, the District pursuant to its Resolution 2017-21 adopted September 25, 2017 (the “Bond Resolution”) authorized the issuance of its not exceeding \$94,500,000 principal amount of its special assessment revenue bonds (the “Bonds”) in separate series for the purposes set forth in said Bond Resolution and approved the form of the Master Indenture (hereinafter defined) in substantially the form attached to the Bond Resolution; and

WHEREAS, the Bonds were validated by final judgment rendered by the Circuit Court in and for Osceola County, Florida on December 5, 2017; and

WHEREAS, the District pursuant to its Resolution 2018-09 adopted January 3, 2018 (the “First Supplemental Resolution”) authorized the issuance of its not exceeding \$3,500,000 principal amount of its special assessment revenue bonds in separate series for the purposes set forth in said First Supplemental Resolution and approved the form of a Supplemental Indenture (hereinafter defined) in substantially the form attached to the First Supplemental Resolution; and

WHEREAS, pursuant to the First Supplemental Resolution, the District has previously issued the \$2,165,000 in aggregate principal amount of its Special Assessment Revenue Bonds Series 2018; and

WHEREAS, the District pursuant to its Resolution 2021-06 adopted February 3, 2021 (the “Second Supplemental Resolution”) authorized the issuance of its not exceeding \$3,500,000 principal amount of its special assessment revenue bonds in separate series for the purposes set forth in said Second Supplemental Resolution and approved the form of a Supplemental Indenture in substantially the form attached to the Second Supplemental Resolution; and

WHEREAS, pursuant to the Second Supplemental Resolution, the District has previously issued \$2,580,000 in aggregate principal amount of its Special Assessment Revenue Bonds, Series 2021 (Phase 2 Project); and

WHEREAS, the District pursuant to its Resolution 2021-07 adopted February 3, 2021 (the “Third Supplemental Resolution”) authorized the issuance of its not exceeding \$3,500,000 principal amount of its special assessment revenue bonds in separate series for the purposes set forth in said Third Supplemental Resolution and approved the form of a Supplemental Indenture in substantially the form attached to the Third Supplemental Resolution; and

WHEREAS, pursuant to the Third Supplemental Resolution, the District has previously issued \$2,660,000 in aggregate principal amount of its Special Assessment Revenue Bonds, Series 2021 (Phase 4A/5A Project); and

WHEREAS, the District pursuant to its Resolution 2022-12 adopted September 7, 2022 (the “Fourth Supplemental Resolution”) authorized the issuance of its not exceeding \$4,600,000 principal amount of its special assessment revenue bonds in separate series for the purposes set forth in said Fourth Supplemental Resolution and approved the form of a Supplemental Indenture in substantially the form attached to the Fourth Supplemental Resolution; and

WHEREAS, the District has not yet issued any of its Special Assessment Revenue Bonds, Series 2021 (Phase 4B/5B Project) pursuant to the Fourth Supplemental Resolution; and

WHEREAS, the District now desires to supplement the Bond Resolution, to authorize the issuance of and award the sale of its Special Assessment Revenue Bonds, Series 2022 (Phase 3/6 Project) (the “Phase 3/6 Bonds”) in a principal amount not exceeding \$3,400,000, to approve the Fifth Supplemental Indenture (hereinafter defined) and to provide for various other matters relating to the issuance of the Phase 3/6 Bonds; and

WHEREAS, the Board of Supervisors of the District (the “Board”) has received from MBS Capital Markets, LLC (the “Underwriter”) a proposal in the form of a Bond Purchase Agreement (the “Contract”) for the purchase of the Phase 3/6 Bonds and the Board has determined that acceptance of such proposal and the sale of the Phase 3/6 Bonds to the Underwriter is in the best interest of the District for the reasons hereafter indicated;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF TOHOQUA COMMUNITY DEVELOPMENT DISTRICT, as follows:

SECTION 1. Definitions. All words and phrases used herein in capitalized form, unless otherwise defined herein, shall have the meaning ascribed to them in the Indenture (hereinafter defined).

SECTION 2. Authorization. There is hereby authorized to be issued the Phase 3/6 Bonds in a principal amount not exceeding \$3,400,000. The Phase 3/6 Bonds shall be issued under and secured by that Master Trust Indenture (the “Master Indenture”) as supplemented by that Fifth Supplemental Trust Indenture (the “Fifth Supplemental Indenture”) both by and between the District and U.S. Bank Trust Company, National Association, as trustee (the “Trustee”) (the Master Indenture and the Fifth Supplemental Indenture are referred to collectively as the “Indenture”). The proceeds of the Phase 3/6 Bonds shall be used for the purposes set forth in the Fifth Supplemental Indenture and the Limited Offering Memorandum (hereinafter defined).

SECTION 3. Approval of Fifth Supplemental Indenture. The Fifth Supplemental Indenture is hereby approved in substantially the form set forth as **Exhibit A** hereto and the Chair or the Vice Chair of the Board are hereby authorized and directed to execute and deliver such Supplemental Indenture on behalf of and in the name of the District and the Secretary or any Assistant Secretary of the Board is hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chair or the Vice Chair executing the same, such execution to be conclusive evidence of such approval. The Trustee is hereby approved to serve as Trustee, Bond Registrar and Paying Agent under such Supplemental Indenture.

SECTION 4. Negotiated Sale. The Board hereby determines that a negotiated sale of the Phase 3/6 Bonds to the Underwriter is in the best interest of the District because of prevailing market conditions, because delays caused by soliciting competitive bids could adversely affect the District’s ability to issue and deliver the Phase 3/6 Bonds at presently favorable interest rates, and because the nature of the security for the Phase 3/6 Bonds and the sources of payment of debt service on the Phase 3/6 Bonds require the participation of an underwriter in structuring the bond issue.

SECTION 5. Contract Approved. The Board hereby approves the Contract submitted by the Underwriter in substantially the form attached as **Exhibit B** hereto. The Chair or Vice Chair of the Board is hereby authorized to execute the Contract and to deliver the Contract to the Underwriter with such changes, amendments, modifications, omissions and additions as may be approved by the executing Chair or Vice Chair; provided that (i) the principal amount of the Phase 3/6 Bonds shall not exceed \$3,400,000; (ii) the interest rate on none of the Phase 3/6 Bonds will exceed the maximum rate permitted by law; (iii) the Underwriter's discount shall not exceed the greater of two percent (2.0%) of the principal amount of the Phase 3/6 Bonds or \$50,000 (exclusive of the fee and expenses of Underwriter's Counsel); (iv) the Phase 3/6 Bonds shall be subject to optional redemption no later than May 1, 2037 at a Redemption Price not in excess of 100% of the principal amount to be redeemed plus accrued interest to the redemption date; and (v) the final maturity of the Phase 3/6 Bonds shall be no later than May 1, 2054.

SECTION 6. Preliminary Limited Offering Memorandum and Limited Offering Memorandum. The District hereby approves the Preliminary Limited Offering Memorandum in substantially the form attached hereto as **Exhibit C** (the "Preliminary Limited Offering Memorandum") and authorizes its distribution and use by the Underwriter in connection with the offering for the sale of the Phase 3/6 Bonds. If between the date hereof and the mailing of the Preliminary Limited Offering Memorandum it is necessary to make insertions, modifications and changes to the Preliminary Limited Offering Memorandum, the Chair or Vice Chair is hereby authorized to approve such insertions, changes and modifications, and, the Chair or Vice Chair is hereby authorized to deem the Preliminary Limited Offering Memorandum "final" within the meaning of Rule 15c2-12 of the Securities and Exchange Commission (the "Rule") under the Securities Exchange Act of 1934, in the form as mailed and in furtherance thereof to execute a certificate evidencing same. The preparation of a final Limited Offering Memorandum is hereby approved and the Chair or Vice Chair is hereby authorized to execute such final Limited Offering Memorandum to be dated the date of the award of the Phase 3/6 Bonds and, upon such award, to deliver the same to the Underwriter for use by it in connection with the sale and distribution of the Phase 3/6 Bonds. The Limited Offering Memorandum shall be substantially in the form of the final Preliminary Limited Offering Memorandum, with such changes as shall be approved by the Chair or Vice Chair as necessary to conform to the details of the Phase 3/6 Bonds and such other insertions, modifications and changes as may be approved by the Chair or Vice Chair. The execution and delivery of the Limited Offering Memorandum by the Chair or Vice Chair shall constitute evidence of the approval thereof. The District hereby authorizes the use of the Preliminary Limited Offering Memorandum and the Limited Offering Memorandum and the information contained therein in connection with the offering and sale of the Phase 3/6 Bonds.

SECTION 7. Form of Phase 3/6 Bonds. The Phase 3/6 Bonds shall be in substantially the form as set forth in an exhibit to the Fifth Supplemental Indenture, with such additions, deletions and other changes thereto as the officials of the Board executing the Phase 3/6 Bonds shall approve, such approval to be conclusively evidenced by the execution of the Phase 3/6 Bonds (by manual or facsimile signature) by such officials. The Board hereby authorizes and approves the use of a facsimile of the District seal on the Phase 3/6 Bonds.

SECTION 8. Continuing Disclosure Agreement. The form and content of the Continuing Disclosure Agreement (the "Disclosure Document") relating to the Phase 3/6 Bonds attached hereto as **Exhibit D** is hereby approved. The Chair or Vice Chair and the Secretary or

any Assistant Secretary are hereby authorized to execute on behalf of the District the Disclosure Document in substantially the form attached hereto, with such additions, deletions, and other changes as may be necessitated by applicable law, this Resolution and the Contract as such officers may approve (such approval to be conclusively evidenced by their execution of the Disclosure Document).

SECTION 9. Approval of Amended and Restated Acquisition Agreement, Completion Agreement, Collateral Assignment and True-Up Agreement. The Amended and Acquisition Agreement, Completion Agreement, Collateral Assignment and True-Up Agreement are hereby approved in substantially the form set forth in composite **Exhibit E** hereto and the Chair and the Vice Chair of the Board are each hereby authorized and directed to execute and deliver such documents on behalf of and in the name of the District and the Secretary and any Assistant Secretary of the Board are hereby authorized to attest such execution, with such additions and deletions therein as may be made and approved by the Chair or the Vice Chair executing the same, such execution to be conclusive evidence of such approval.

SECTION 10. Open Meetings. It is hereby found and determined that all official acts of this Board concerning and relating to the issuance, sale, and delivery of the Phase 3/6 Bonds, including but not limited to adoption of this Resolution, were taken in open meetings of the members of the Board and all deliberations of the members of the Board that resulted in such official acts were in meetings open to the public, in compliance with all legal requirements including, but not limited to, the requirement of Florida Statutes, Section 286.011.

SECTION 11. Other Actions. The Chair, the Vice Chair, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the “District Officers”), Akerman LLP, as Bond Counsel, Latham, Luna, Eden & Beaudine, LLP, as the District’s General Counsel, and any other consultant or experts retained by the District, are hereby authorized and directed to take all actions necessary or desirable in connection with the issuance and delivery of the Phase 3/6 Bonds and the consummation of all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions referred to in or contemplated by the Fifth Supplemental Indenture, the Preliminary Limited Offering Memorandum, the Limited Offering Memorandum, this Resolution, the Disclosure Document and the Contract.

SECTION 12. Approval of Prior Actions. All actions taken to date by the members of the Board and the officers, agents, and employees of the District in furtherance of the issuance of the Bonds are hereby approved, confirmed and ratified.

SECTION 13. Inconsistent Resolutions and Motions. All prior resolutions of the Board inconsistent with the provisions of this Resolution are hereby modified, supplemented and amended to conform with the provisions herein contained and, except as so modified, supplemented and amended hereby, shall remain in full force and effect.

SECTION 14. Severability. If any section, paragraph, clause or provision of this Resolution shall be held to be invalid or ineffective for any reason, the remainder of this Resolution shall continue in full force and effect, it being expressly hereby found and declared that the

remainder of this Resolution would have been adopted despite the invalidity or ineffectiveness of such section, paragraph, clause or provision.

SECTION 15. Effective Date. This Resolution shall become effective immediately upon its adoption.

ADOPTED this ___ day of September, 2022.

[SEAL]

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT**

By: _____
Chair

Attest:

By: _____
Secretary

Exhibits

A-Fifth Supplemental Indenture

B-Bond Purchase Agreement

C-Preliminary Limited Offering Memorandum

D-Continuing Disclosure Agreement

E- Amended and Acquisition Agreement, Completion Agreement,
Collateral Assignment and True-Up Agreement

SECTION V

SECTION C

SECTION 1

Tohoqua Phase 6 Addendum

Tohoqua Phase 6
Basic Maintenance Scope**Scope 1 (Mowing)**

42 Cycles, all turf grass shall be mowed no less than once per week during heavy growing season May 1st – Nov. 15th and every other week, Nov. 15th – April 30th.

Scope 2 (Edging, Weed Eating & Blowing)

42 Cycles, edging and trimming of all walks and other paved areas included in contract shall be performed on a weekly basis May 1st – Nov. 15th and every other week, Nov. 15th – April 30th.

Scope 3 (Pruning & Trimming)

Pruning and Trimming to maintain a natural shall be done on an as needed basis with heavy pruning & trimming conducted immediately following flowering periods.

Scope 4 (Weed Control)

Shrub & ground cover beds shall be kept reasonably weed free, with respect to site conditions and time of year. This will be obtained through the use of pre-emergent herbicides, selective herbicides and manual weeding.

Scope 5 (Fertilization)

A custom fertilization program shall be implemented to include no less than (3) turf applications and (2) plant applications per year. Specific pest or disease issues will be addressed if they appear and may require treatments at an additional charge.

Scope 6 (Tree & Palm Trimming)

Tree & palm trimming shall be done once per year.

Scope 7 (Irrigation Inspections)

Monthly Irrigation inspections performed 12 times per year.



MAINTENANCE COSTS

General Services (42) times per year.	\$39,300.00 annually or \$3275.00 per month
Monthly Irrigation Inspection	\$3,360.00 annually or \$280.00per month
Horticulture Services	\$7,800.00 annually or \$650.00 per month
Palm Pruning (1x/year)	\$1,572.00 annually or \$131.00 per month

Total of proposed services \$52,032.00annually or \$4,336.00per month

Other services available but not included:

- Design of landscape and/or irrigation improvements to the property
- Removal of dead plant material resulting from inclement weather or other damage
- Irrigation system repairs, installation, or modification
- Post storm clean up/debris removal due to major storms, hurricanes, floods, etc.



MAINTENANCE CONTRACT

The following agreement is hereby made by and between **Tohoqua CDD** (to be referred to as the “client”) and **Florida ULS Operating, LLC DBA United Land Services** (to be referred to as **ULS**). Services under this contract shall be performed for the client, by ULS at following address/location;

Terms: Term of this agreement shall be for twelve (12) months starting on August 15, 2022 and ending on **last day of the previous month, 2023** ULS hereby agrees to provide the products and services as found in the attached specifications for total cost of **Fifty Two Thousand Thirty Two and 00/100 dollars (\$52,032.00) for one years**, to be paid monthly at a rate of **as specified in the breakdown**.

Payments: ULS shall provide the client with a monthly invoice on the first day following each month of service. All invoices shall be considered due upon receipt.

Liabilities: ULS shall not be held liable for loss, delay, or damage caused by theft, vandalism, weather, acts-of-God, or anything else beyond our control.

Renewal: This contract shall renew automatically from the date stated above for an additional term equal in length unless a notice of cancelation is sent and received from either party at least thirty days prior to the scheduled termination date.

Cancellation: This contract may be canceled by either party for any reason via a 30-day notice of cancellation sent by registered mail.

Damages: Since monthly installments are equal and do not necessarily reflect the services performed in a given month, upon early termination of this contract by either party ULS shall be allowed to review payment history and provide a final invoice for all services rendered while under contract. This invoice shall be due upon receipt.

Insurance: ULS shall provide the client with proof of insurance covering workman’s comp as well as liability & property damage upon request.

Scheduling: It is understood by both parties that time is of the essence in performance of all duties expressed in this contract.

Modification: No changes shall be made to this contract without execution by both parties. Additional work or scope of services shall be completed only after written authorization is received.

Binding Law: This contract shall be enforced under the laws of the State of Florida and shall be binding to any representatives, heirs, or successors.

Venue: All contract disputes shall be bought before the court of venue which shall be Orange County, Florida

Fees/Costs: In the case of a lawsuit between these two parties, that which prevails shall be entitled to recover all attorney fees, court costs, and all related costs required to defend the action from the other party.

Complete: The preceding constitutes the complete agreement between the two parties and incorporates all prior arrangements, conversations, understandings, and representations.

This contract is hereby executed this _____ day of _____, 20____
Tohoqua CDD Florida ULS Operating, LLC DBA United Land Services

BY: _____

BY: _____

PRINT: _____

PRINT: _____

TITLE: _____

TITLE: _____