

***Tohoqua Community
Development District***

Agenda

October 5, 2022

AGENDA

Tohoqua
Community Development District
Continued Meeting Agenda

Monday
October 5, 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 2023 01 Electing an Assistant Secretary
4. Approval of Minutes of the September 7, 2022 Board of Supervisors Meeting
5. Financing Matters
 - A. Phase 4B/5B Bond Issue
 - i. Consideration of Resolution 2023 02 Ratifying Conveyance of Utility Improvements in Phase 4B/5B
 - ii. Consideration of Resolution 2023 03 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 2023 04 Phase 3/6 Project Delegation
 - iv. Approval of Notice of Lien and Imposition of Special Assessments for Phase 3/6 Project
6. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Amenity Manager's Report
 - iv. Field Manager's Report
 1. Consideration of Addendum to Phase 6 Landscape Maintenance Contract
7. Other Business
8. Supervisors Requests
9. Adjournment

SECTION III

SECTION C

RESOLUTION 2023-01

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

**MINUTES OF MEETING
TOHOQUA
COMMUNITY DEVELOPMENT DISTRICT**

The regular meeting of the Board of Supervisors of the Tohoqua Community Development District was held on Wednesday, **September 7, 2022** at 9:00 a.m., at Tohoqua Amenity Center, 1830 Fulfillment Drive, Kissimmee, Florida.

Present and constituting a quorum:

Andre Vidrine	Chairman
Marcus Hooker	Vice Chairman
Rob Bonin	Assistant Secretary

Also present were:

George Flint	District Manager
Kristen Trucco	District Counsel
Eric Warren	District Engineer
Alan Scheerer	Field Manager
Marcia Calleja	CALM
Larissa Diaz	CALM
Peter Dame	Akerman, LLC
Sara Zare	MBS Capital Markets

FIRST ORDER OF BUSINESS

Roll Call

Mr. Flint called the meeting to order at 9:00 a.m. and called the roll. A quorum was present.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Flint: Next is the public comment period. This would be an opportunity for any members of the public to provide comment on anything on the agenda or not on the agenda, that they would like to bring to the Board's attention. Are there any public comments? Hearing none,

THIRD ORDER OF BUSINESS

Approval of Minutes of the August 3, 2022 Board of Supervisors Meeting

Mr. Flint: We'll move on to approval of the minutes from the August 3, 2022 meeting. Did the Board have any comments or corrections?

Ms. Trucco: I just have one comment. On the first page. It says, "*Jay Lazarovich*" from our office was present. We just need to remove him as he was not present. That's it.

Mr. Flint: Are there any other changes? If not, we need a motion to approve the minutes as amended.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Minutes of the August 3, 2022 Board of Supervisors Meeting were approved as amended.

FOURTH ORDER OF BUSINESS

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**

Mr. Flint: We have a vacancy with the term ending November 2023. Are there any nominations at this time to fill that seat? If not, we'll carry that item over to the next meeting.

FIFTH ORDER OF BUSINESS

Consideration of Amended and Restated Acquisition Agreement for Phase 4B/5B

Mr. Flint: Item 5 is for consideration of the Amended and Restated Acquisition Agreement for Phase 4B/5B. Kristen?

Ms. Trucco: Yes, absolutely. This is actually one of the issuer documents that is subject to the Delegation Resolution that will be considered by the Board later in this meeting. Under the Acquisition Agreement, the developer is agreeing to construct the project in accordance with the Engineer's Report and the District is agreeing to reimburse the developer for their completed infrastructure using the bond funds. You'll recall at the last meeting, there was an Acquisition Agreement for 4B/5B. That has been signed. Then this Amended and Restated Acquisition Agreement is going to be signed and entered into at the time of the bond closing in addition to the other issuer documents. I can go through those once we get to the Delegation Resolution a

little bit later. If the Board has any comments or questions, we can answer them now, but it's going to amend and restate the original Acquisition Agreement that was approved and signed.

Mr. Flint: I think the desire was to get this in place in advance to closing, in the event there's anything that needs to be conveyed.

Ms. Trucco: Exactly. Actually, the Acquisition Agreement was already signed. So, that one is in place. This one doesn't technically need to be in here, but it doesn't hurt. It's part of the issuer documents of this Amended and Restated Acquisition Agreement. We're going to fill in all the final terms of the bonds.

Mr. Flint: Okay.

Ms. Trucco: Like final closing bond amount. Then moving forward, if there's an issue with the developer completing the project or the District reimbursing the developer, both parties can fall back on this agreement as a precaution.

Mr. Flint: Okay. Sounds good. Alright. We'll move on it if you're ready.

Ms. Trucco: As long as it's in here, if the Board doesn't mind, they can just make a motion to approve.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Amended and Restated Acquisition Agreement for Phase 4B/5B was approved.

SIXTH ORDER OF BUSINESS

Financing Matters

A. Presentation of Fourth Supplemental Engineers Report for Phase 4B/5B

Mr. Flint: Under financing matters, the Board previously went through the assessment process and placed an assessment over the entire District. We don't need to do that again for the Phase 4B/5B assessment area, but we do need the Board to approve the Engineer's Report related to that assessment area, as well as the Supplemental Assessment Methodology and Delegation Resolution. So, the first item under Section 6 is the Fourth Supplemental Engineer's Report. This was prepared by your District Engineer to identify the improvements in 4B/5B that would be eligible to be funded by the District. Eric, do you want to give the Board a highlight of your report?

Mr. Warren: Sure. It just points out those infrastructure improvements that were qualified for the reimbursement. Consistent with the previous reports, it included the stormwater system,

the global water system, sanitary sewer system, reclaimed system and some landscape and hardscape. Consistent with the previous report, we did not include roadways or developed lots, earthwork, specifically. The total in our report for Phase 4B was \$1.8 billion, approximately and \$1.4 billion for 5B, for a total of approximately \$3.2 billion, which was consistent with the assessment.

Mr. Flint: Okay. So, the total was \$1,870,905 of improvements. That's on Exhibit 12-1.

Mr. Warren: Yes, sir.

Mr. Flint: Are there any questions from the Board on the Engineer's Report?

Ms. Trucco: I'd just note for the record, that the acreage originally in this report, was updated to reflect the legal descriptions for the recorded 4B/5B plat. That's the legal description that we will be moving forward with for the bond issuance as well.

Mr. Flint: If there aren't any questions, we need a motion to approve the Fourth Supplemental Engineer's Report?

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Fourth Supplemental Engineer's Report for Phase 4B/5B was approved.

B. Presentation of Supplemental Assessment Methodology Report

Mr. Flint: We prepared a Supplemental Assessment Methodology for what we're calling Assessment Area 4, which is the Phase 4B/5B project. In your agenda, you have a report dated September 7th. This has been updated to reflect the most recent change to the acreage amount to accurately reflect that. If you go to Table 1 on Page 79 of the PDF, this reflects the Development Plan. There's a mixture of multifamily duplex and single-family 32s, 40s, and 50s, with a total of 259 units and 199 ERUs. Table 2 is the estimated infrastructure cost. The \$1.8 million that I mentioned under Eric's report, was for Phase 4B and then Phase 5B is \$1.4 million for a total of \$3.2 million. Table 3 is the preliminary bond sizing. This is pre-pricing, estimating an average coupon rate of 5.25%, 30-year amortization, capitalized interest through November of 2023, 50% max annual debt service reserve and a 2% Underwriter's discount. It sets a par amount of \$2.3 million. Under these assumptions, we're projecting that we will be able to fund about \$2.3 million of the \$3.2 million in eligible improvements. Table 4 shows the benefit based on improvement cost per unit. Table 5 shows the per debt per unit. Table 6 shows what the per unit

net and gross annual assessments would be. Pulte Home Company (Pulte) asked that target assessment levels remain the same. So, these have not increased from their existing development. It should be pointed out that this proposed bond issue doesn't impact any of the current residents elsewhere in the community. This is only Phase 4B and 5B, which are being developed by Pulte right now. Then Table 7 shows the Preliminary Assessment Roll with the legal descriptions attached for the 40.35 acres. Are there any questions on the Supplemental Assessment Methodology? If not, we need a motion to approve it.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Supplemental Assessment Methodology Report for Phase 4B/5B was approved.

C. Consideration of Resolution 2022-12 Phase 4B/5B Project Delegation – Exhibits Provided Separately

Mr. Flint: Next is Resolution 2022-12, which is the Delegation Resolution for the Phase 4B/5B project. Mr. Peter Dame with Akerman, Bond Counsel is on the phone. Peter, do you want to present the Delegation Resolution?

Mr. Dame: Yes. Thanks. I'd be happy to do that. Mr. Peter Dame, as mentioned, is with Akerman, serving as Bond Counsel to the District. The resolution that you have before you is similar to the resolution we've done for other bond issues. I'll go through this fairly quickly, but if there are any questions, please stop me at any time and ask the question. The bonds that we're being authorized to issue are payable from the assessments to be levied on the 4B/5B lands and are distinct from the other bonds that we've issued in terms of the payment source. The resolution authorizes \$4.6 million worth of bonds. That's a little higher than the numbers you've heard, but we'd like to leave a little room in case interest rates are such that, that amount can be funded. The resolution authorizes the various documents that are necessary for the issuance of bonds, including a Bond Purchase Contract, Supplemental Indenture, Offering Document and Limited Offering Memorandum. It also authorizes the ancillary documents that Kristen mentioned earlier, which includes the Acquisition Agreement, True-Up Agreement and a collateral assignment. I'd like to call your attention to the resolution in Section 5. Section 5 approves the actual Bond Purchase Contract and delegates to the Chair and staff, the authority to go forward and execute that Bond Purchase Agreement upon the pricing of the bond. It does set forth the parameters that are to guide them in that process as set forth under Section 5. The principal amount is not to

exceed \$4.6 million. The interest rate is not to exceed the maximum rate permitted by law, based upon our statutory index formula. The Underwriter's discount is not to exceed 2%. The bonds are subject to redemption no later than May 1, 2037 and the final maturity of the bond, is no later than May 1, 2054. The resolution broadly delegates to staff and your officers, the authority to go forward and do all of the actions that are necessary to go ahead and sign the Bond Purchase Contract, market the bond and deliver the bond. In a nutshell, that's it. It also proves the forms of the various documents that are attached. I'd be happy to answer any questions anybody might have about the resolution or any of the attachments.

Mr. Flint: Are there any questions for Peter on the Delegation Resolution? It is pretty standard. You've seen this before. If there are no questions, we need a motion to approve Resolution 2022-12.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor Resolution 2022-12 Phase 4B/5B Project Delegation was adopted.
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Mr. Flint: Thanks Peter.

Mr. Dame: Great, thank you.

D. Consideration of Supplement to Investment Banking Agreement for Phase 4B/5B

Mr. Flint: Item D is the supplement to the Investment Banking Agreement with MBS Capital Markets (MBS) for the Phase 4B/5B bond issue. MBS is your Underwriter for these bond issues and for each one of these bond issues, there's a separate disclosure that they're required to make an agreement. This agreement is in your agenda. It contemplates that they would be compensated based on a 2% of par Underwriter's discount. Attached are the disclosures that they're required to make under the MSRB rules. Are there any questions on the agreement?

Mr. Vidrine: No.

Mr. Flint: Then we need a motion to approve it.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Supplement to Investment Banking Agreement for Phase 4B/5B was approved.
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E. Consideration of Supplement to Investment Banking Agreement for Phase 3/6

Mr. Flint: We also have the same agreement for the Phase 3/6 bond issue, which follows Phase 4B/5B, which is Lennar's project. Are there any questions on that agreement? If not, we need a motion to approve it.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Supplement to Investment Banking Agreement for Phase 3/6 was approved.

F. Consideration of Bond Funding Agreement for Phase 4B/5B Bond Funding

Mr. Flint: Item F is the consideration of a Bond Funding Agreement for Phase 4B/5B between the District and Pulte. In the event that the bonds are not issued and the District incurs expenses that need to be paid, this agreement with Pulte would obligate them to pay those costs, as well as any costs from during the process of issuing the bonds that may need to be funded, that would then, in turn, be reimbursed out of the bond issues. Anything else, Kristen?

Ms. Trucco: No. That was perfect. I would just say this has already been sent to Pulte and there's one for Lennar as well. Those have already been sent out for execution and comments. I think Lennar has sent some comments back and I believe Pulte had already signed it, so it would just be approving it in substantially final form.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Supplement to Investment Banking Agreement for Phase 4B/5B in substantially final form was approved.

G. Consideration of Bond Funding Agreement for Phase 3/6 Bond Funding

Mr. Flint: Then you have the same Bond Funding Agreement for Phase 3/6 with Lennar. We need a motion to approve that agreement.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Supplement to Investment Banking Agreement for Phase 3/6 was approved.

Mr. Flint: Alright. Those were the financing items.

SEVENTH ORDER OF BUSINESS**Consideration of Developer Funding Agreement with Pulte Home Company, LLC.****EIGHTH ORDER OF BUSINESS****Consideration of Developer Funding Agreement with Tohoqua Development Group, LLC.**

Mr. Flint: Items 7 and 8 are Developer Funding Agreements related to the District's operating budget. There is a portion of the adopted FY23 budget that would be funded as a backstop from a developer and these two agreements address that issue. Normally they're adopted at the time that you adopt the budget, but we did not have them on the agenda. So, we're following up with that. The first one is with Pulte and the second one is with Tohoqua Development Group. Pulte is developing the Phase 8 project. That's the only portion of the development that's not being assessed either on-roll or off-roll. Then the Tohoqua Development Group Agreement is for the mixed-use properties at the front of their community. Are there any questions on the Developer Funding Agreements? If not, we need a motion to approve the Developer Funding Agreement with Pulte.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Developer Funding Agreement with Pulte Home Company, LLC. was approved.

Mr. Flint: Now we need a motion to approve the Developer Funding Agreement with Tohoqua Development Group.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Developer Funding Agreement with Tohoqua Development Group was approved.
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NINTH ORDER OF BUSINESS**Consideration of Resolution 2022-11 Adjusting Board of Supervisors Term Lengths per Florida Statutes**

Mr. Flint: Do you want to handle Item 9, Kristen, which adjusts the terms of the Board Members.

Ms. Trucco: Yes. The Florida Legislature passed a law that states when one of the Board Member seats becomes vacant in an odd number year, the Board is required to pass a resolution to extend that seat to coincide with the General Election, which occurs every November of even number years. There were several seats that ended in an odd number year and this resolution extends the term of those seats to end in the next even number year. Seat 1 is now extended to November 2026. Seat 2 is also extended to November 2026 and Seats 3 through 5 are extended to November 2024. If you have any questions, I can try and answer them now. Otherwise, we're just looking for a motion to approve Resolution 2022-11.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor Resolution 2022-11 Adjusting Board of Supervisors Term Lengths per Florida Statutes was adopted.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Flint: Staff Reports. Do you have anything else, Kristen?

Ms. Trucco: Not really. We're just moving forward with the bond issuances for 4B/5B and then 3/6. You'll see more to come on future agendas to finalize those bond issuances. We're also trying to move the contraction for it as well. We'll keep you updated on that, but otherwise, there are no updates from me. Thank you.

Mr. Flint: On 4B/5B, I know in an ideal world we'd be able to fund at closing, the acquisition of improvements. Do you know where we're at on that?

Ms. Trucco: We probably need to get with Eric to see what's ready to be reimbursed right now. I'll work with you.

Mr. Warren: Okay.

Mr. Flint: Yeah. The only reason I'm asking is if there's anything that needs to be conveyed and approved by the Board, the Board may want to consider continuing the meeting, to be able to approve that in advance of the closing.

Ms. Trucco: This should be for the 4B/5B plat. So, the District can reimburse the developer via a requisition for completed infrastructure.

Mr. Warren: The infrastructure is basically complete and we're ready to obtain a Certification of Completion on those improvements, meaning, letting the city take over. My

understanding was the improvements from a moment ago, were already given to Pulte. Is that right?

Ms. Trucco: Pulte is constructing them. Then on the date of closing, we could actually reimburse Pulte for the completed infrastructure, if we had them sign off and we have conveyance documents ready. So, maybe it would make sense just to continue the meeting as a precaution.

Mr. Flint: Yeah, if you are comfortable with the Board delegating authority to execute that.

Ms. Trucco: Yeah.

Mr. Flint: What day is the closing for Phase 4B/5B?

Ms. Zare: The goal is to close before September 30th per Pulte. We plan to post the Preliminary Limited Offering Memorandum (PLOM) as soon as we get Pulte sign-off and enter the approval process. The goal is if we are going to continue this Board meeting, that we do it before the 30th. I'll throw out perhaps to start the week of the 26th.

Mr. Flint: Is the Board amenable? I'm sorry. Go ahead.

Ms. Zare: Sorry, George. Well, actually I will keep that day because it will coincide with the preclosing. This may work out perfectly anyway.

Mr. Flint: Is the Board amenable to continuing this meeting to approve the conveyances in advance of the bond closing? Otherwise, I think the desire from Pulte is to get funded before the end of their fiscal year.

Mr. Warren: And get the improvements certified complete as well with the municipalities.

Mr. Vidrine: Is it necessary to be certified by the city?

Mr. Warren: I don't know. I know that Pulte wants me to close out...

Ms. Trucco: It's preferred. There's no harm in continuing the meeting if Pulte wants to sign off on conveying documents to District at that point. We can do that.

Mr. Flint: I mean, it's possible if Pulte doesn't provide the due diligence that MBS needs to market the bonds, we don't even need to meet, but it might be good to have that option, if you're available.

Ms. Trucco: We don't need to re-advertise for a continued meeting because we've already advertised for this meeting. Otherwise, we would have to call a special meeting, which requires a seven-day advanced advertisement.

Mr. Vidrine: So, it's a function of paperwork, not physical construction. Is that right?

Ms. Trucco: It sounds like the work has already been completed. So, we'll need the District Engineer to sign off that the work is completed in accordance with his Engineer's Report, in order for the District to reimburse the developer for their work, if Pulte signs conveyance documents to the District and we record them. There's been instances where the Board decides to delegate authority to one of the Board Members to finalize any conveyance documents and then those are ratified at the following meeting. But there's no harm in the Board choosing to continue the meeting today as a precautionary measure, if we want to meet before the next scheduled meeting, which I guess is probably a month from now.

Mr. Vidrine: The work is physically done, so that's good. You can review that while he's here. That's good. So, then it's just a function of paperwork.

Mr. Flint: Yeah. Technically, the Board needs to approve the conveyances before we can acquire them. The reason for the continuance would be to approve the conveyances, to the extent they're ready before the end of the month. If you're amenable, the 26th is a Monday. Does that work for the Board? We normally meet on Wednesdays, which is the 28th.

Mr. Vidrine: That's fine.

Mr. Flint: What time on the 26th?

Mr. Vidrine: In the morning.

Mr. Flint: Do you want to meet at 9:00 a.m.?

Ms. Trucco: 9:30 a.m.

Mr. Vidrine: Probably.

Mr. Flint: At the end of the meeting, we'll continue the meeting instead of adjourning to September 26th at 9:00 a.m.

Ms. Trucco: We can keep the Board Members apprised. There is a chance that we won't need that continued meeting if we're not closing at that time or something else. But it is nice just to have one.

Mr. Vidrine: Would that be the appropriate meeting to be able to recommend another Board Member at the time?

Mr. Flint: Yeah. You could appoint a Board Member to that vacancy, if you wanted to, at that meeting.

Mr. Vidrine: That will be good. Does another meeting need to happen the following month?

Mr. Flint: No. I mean, if we don't have any business items, it's possible the October meeting can be canceled. There's no budget adoption or anything that normally falls in October.

Ms. Trucco: I just wanted to finalize the bonds, but that can occur in November.

Mr. Flint: We can do that in November.

Ms. Zare: George, if I can interject. We do have the Lennar deal where we're planning to present that Delegation Resolution along with the form of all the documents to the October 6th meeting.

Mr. Flint: Okay. If it's ready on September 26th, they can do it then.

Ms. Trucco: That's a really good point.

Mr. Vidrine: Whatever we need to do, but if September 26th is efficient for everyone, we'll do whatever we need to.

Mr. Flint: Okay.

B. Engineer

Mr. Flint: Alright. Eric, do you have anything else under the Engineer's Report?

Mr. Warren: I have nothing additional, unless you have any questions.

C. District Manager's Report

i. Approval of Check Register

Mr. Flint: Under the District Manager's Report, you have the Check Register from July 27th through August 27th in the total amount of \$113,696.59. The detailed register is behind the summary. If there are any questions, we can discuss those. If not, I'd ask for a motion to approve it.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Check Register from July 27, 2022 through August 27, 2022 in the amount of \$113,696.59 was approved.

ii. Balance Sheet and Income Statement

Mr. Flint: You also have the Unaudited Financial Statements through July 31st. No action is required, but if the Board has any questions, we can discuss those.

Mr. Vidrine: No questions.

iii. Amenity Manager's Report

Mr. Flint: Amenity Manager's Report. Marcia?

Ms. Calleja: Good morning. Everything is functioning properly. We continue to do our weekly maintenance throughout the facility. Your report did include your August events. We had a back-to-school bubble party with a DJ and bubbles. It was quite successful. We had our food truck social. We were going to hold the International Golf Day, but it started thundering and lightning and we had to cancel, but we do have doggy treats for all of the homeowners to come by and pick up. We do have some events scheduled for September and your report also included the Resident's Club Usage Report. If you have any questions, just let me know.

Mr. Flint: Okay. Are there any questions from Marcia? Alright, Alan.

iv. Field Manager's Report

Mr. Scheerer: I don't know if you've noticed when you pulled in the community, we had a traffic accident at the intersection of Tohoqua Boulevard and Neptune Road. It took out some of the stone around the entry sign in the median. It's been coned off by staff. That was discovered early yesterday morning. We contacted the St. Cloud Police Department. They're going to have a report for us and we'll get the insurance information of the party or parties involved. In the interim, we've reached out to Jack who installed the sign. He's going to give us a price to fix that as well as the Tohoqua flagpole. We also had some landscape damage. All of the LED light strips on the signs are working currently. We still have to check to see if the GFI outlet at the base of the sign is working. That's what's used for all the holiday lights in the next couple of months. But it looks like it's just minor damage at this point and we're in the process of getting that corrected. Some of the things that we've talked about, when Andre and I met, street trees in Phase 2 have been installed on Cross Prairie Parkway. The Bahia grass that was, for some reason, installed on the median at the West End, was replaced with Zoysia grass. I know Lennar has been working on that conservation area back off of the west end of Cross Prairie Parkway. We did install some new plants. There's some new Society Garlic at the intersection of Cross

Prairie Parkway and Tohoqua Boulevard. Mulch should be going in probably later on today. Phase 6 was reviewed with Lennar. They have all of the hardscaping, with the exception of the pavilion. It looks like that's getting ready to go in. United Land is starting some maintenance on the landscaping out there. We will be reaching out to Pulte if they don't reach out to us. It looks like they're really close to being ready to be turned over, but they had severe issues with some drainage in there that may be due to sock piping and a turf drain that's in the middle of both of those parcels. Other than that, we're spraying weeds today. The pond contractor will be here tomorrow. All of the ponds look good. I don't know if the clearing of that area down off of Macy Island Road and Cross Prairie Parkway created some of the algae in the Phase 2 pond, but they are scheduled to be here tomorrow. They will treat all of ponds tomorrow.

Mr. Vidrine: You probably might have mentioned this if you didn't. At Macy Island Road and Cross Prairie Parkway, they recently filled in an area. It looks a lot better. There's a lot of algae in that soil system.

Mr. Scheerer: Yeah, that's not something that we had contemplated, but I'll get with our pond contractor. I don't know if that's Duckweed or Salvinia, but there is some weird weed growing in there. We will get with them and see what they can do to just go ahead and treat that. If we have to add that, we'll bring that back to the Board in the future.

Mr. Vidrine: It seems like that might be something that's going to be a cost of maintenance.

Mr. Scheerer: Correct. I agree.

Mr. Flint: Are there any questions for Alan other than that? Hearing none,

ELEVENTH ORDER OF BUSINESS

Other Business

Mr. Flint: Is there any other business? Hearing none,

- **Public Comment Period**

Resident (Not Identified): Good morning.

Mr. Flint: One moment. We had public comment at the beginning, Mr. Chairman. Do you want to open the floor for public comment?

Mr. Vidrine: Sure.

Mr. Flint: Okay.

Resident (Not Identified): I am a resident here and I have a few questions for the Field Manager. I want to understand about some of the comments that many of the residents have. I think some of them are going to be answered.

Mr. Scheerer: I don't understand your question, I'm sorry.

Resident (Not Identified): I didn't ask a question.

Mr. Scheerer: Sorry.

Resident (Not Identified): I wanted to ask some questions along the lines of what you just gave an update on.

Mr. Scheerer: The ponds and the landscaping?

Resident (Not Identified): A lot of neighbors have concerns about people speeding inside of the subdivision. Who's responsible for installing them?

Mr. Flint: You're asking if speed bumps were installed?

Resident (Not Identified): Yes.

Mr. Flint: You're saying, if someone was to request that speed bumps be installed, who would be responsible for that?

Resident (Not Identified): Yes.

Mr. Flint: The streets are owned by the City of St. Cloud. So, they would have to approve any traffic calming measures like that. They're also responsible for enforcement of speeding, stop signs and traffic regulation

Resident (Not Identified): Okay. Another question is about installing some fountains in the small ponds. On Cross Prairie Parkway, there are a bunch of nice fountains. Is there any plan to install fountains?

Mr. Scheerer: Nothing was allocated for this year's or next year's budget. I'm not saying that it can't be done, but we can certainly look at the ponds in the future and obtain pricing for some seven-and-a-half horsepower three-tier fountains, if that's the desire of the Board. We would have to do that during the next budget cycle because this budget has already been approved. Those fountains are probably anywhere from \$20,000 to \$25,000 a piece.

Resident (Not Identified): Could you make it as an agenda for the next budget approval so that money can be allocated?

Mr. Flint: Yeah. It's obviously the Board's call on that. We don't have any fountains in Tohoqua. Normally, we would only install fountains if we had an issue where we needed

additional circulation in the ponds, maybe to address midges or algae problems or something like that. If they're for aesthetic purposes, it is likely that the Board may or may not want to fund those, but it can be something that they discuss. That process would start next Spring as far as the discussions.

Resident (Not Identified): That's great. Thank you for considering it. One last question. Is there a timeline to complete the Cross Prairie Boulevard construction and opening for public communication?

Mr. Vidrine: That's Kindred, the next community over. Just for clarification purposes, it's not a Tohoqua situation. I drove it this morning and I'm waiting anxiously like you are. I see that probably half of it's been landscaped. It looks like the other half needs to be landscaped. That's a function of the developer and the contractor working with the city to punch it out. It looks to me like it's waiting for landscaping and doesn't look too far away from completion. I don't have a formal date for you though, but I would say that their desire would be to get it done.

Resident (Not Identified): This Cross Prairie road is basically one of the reasons there's so many issues in front of the middle school. In the morning, people are not trying to follow the traffic law. There have been accidents. We do nothing. One, cops should be around policing every day about traffic law for that long that period of time.

Mr. Flint: What the Chairman is indicating is that Kindred is the one developing that and he's not aware of the time frame. There's another CDD in Kindred. They have a website. You might try reaching out to them to find out what the status of that construction is. But it's not something under the purview of this Board.

Mr. Vidrine: That's the county.

Mr. Flint: Yeah. Or the county

Resident (Not Identified): Thank you. That's all of my questions.

Mr. Flint: Okay.

TWELFTH ORDER OF BUSINESS

Supervisors Requests

There being none, the next item followed.

THIRTEENTH ORDER OF BUSINESS

Adjournment

Mr. Flint: If there's nothing else from the Board, we need a motion to continue this meeting to September 26th at 9:00 a.m.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the meeting was continued to September 26, 2022 at 9:00 a.m.
--

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION V

SECTION A

SECTION i

RESOLUTION 2023-02

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 _____ day of _____, 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: Serena Turke

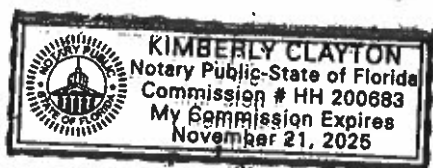

Print Name: Amy Steiger

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.: #H200683

(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°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.

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: _____

By: _____

Name: _____

Print 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°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.

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]

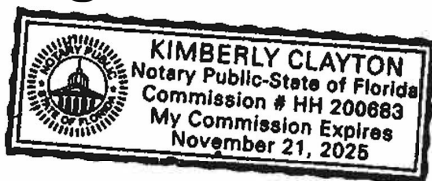
Print: CHRISTOPHER WRENN

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)

Kimberly Clayton
Notary Public; State of Florida

Print Name: Kimberly Clayton

Comm. Exp.: 11/21/2025; Comm. No.: #HH000683

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°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.

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:

Print:

Crystal Garcia

Witness:

Print:

Marc D. Stenli

Eric E. Warren

Eric E. Warren, P.E.

Professional License No.: FL 45423

on behalf of the company,

Poulos & Bennett, LLC

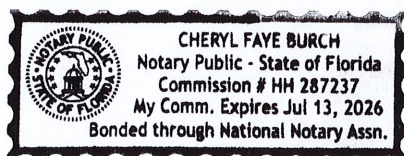
2602 East Livingston Street

Orlando, Florida 32814

**STATE OF FLORIDA
COUNTY OF 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.

(SEAL)



Cheryl Burch

Notary Public; State of Florida

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 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.

SECTION ii

RESOLUTION 2023-03

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 day of , 2022.

**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)

By: _____

Print: D. Bryce Langen

Title: Vice President and Treasurer

(Signature)

(Print Name)

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



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>
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<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

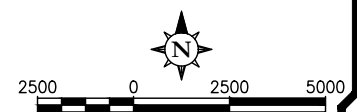
Tohoqua CDD

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

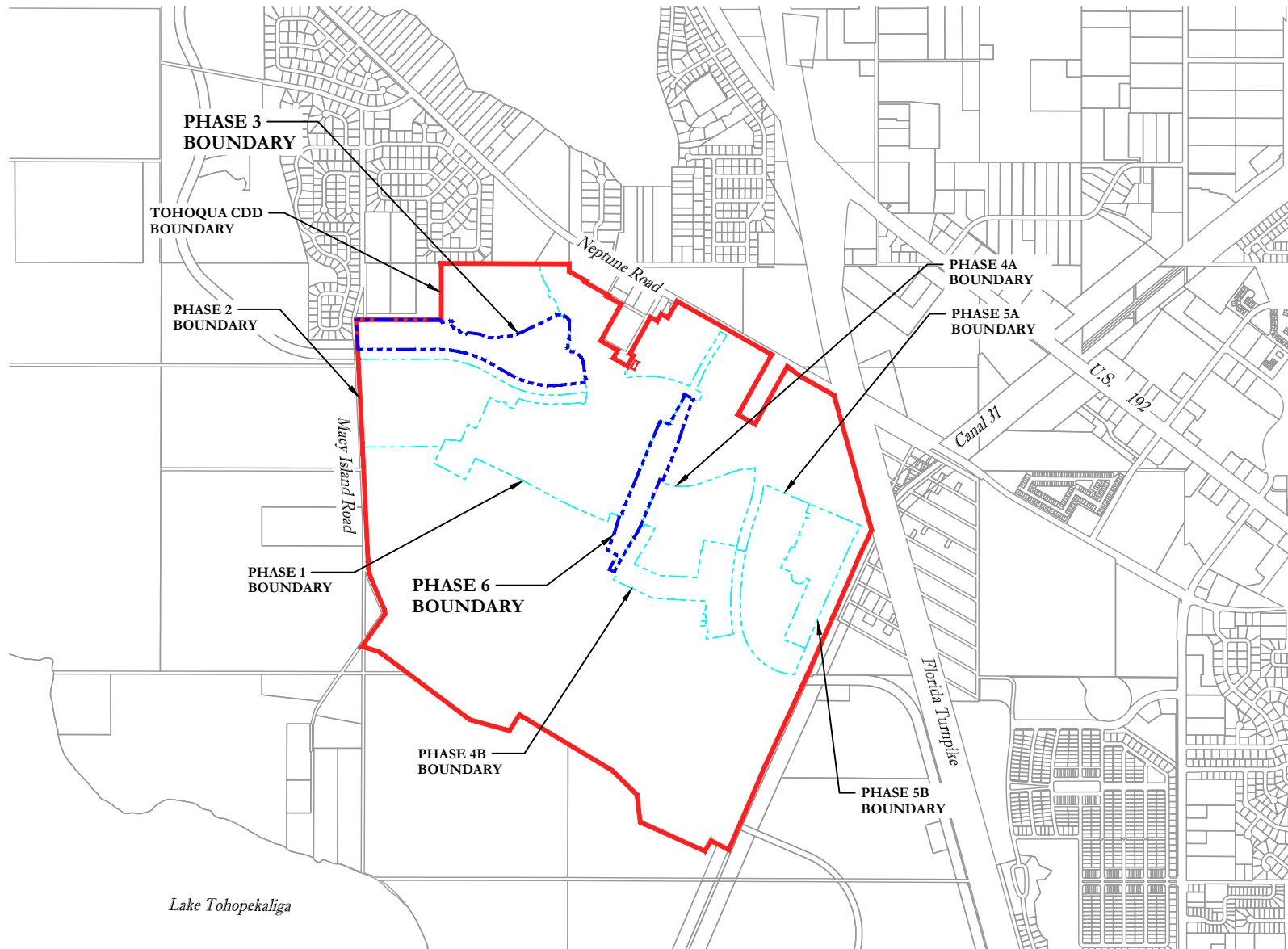
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SCALE IN FEET

Exhibit 1



Location Map

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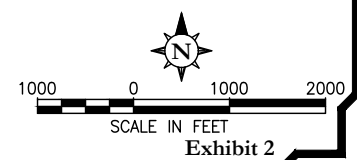
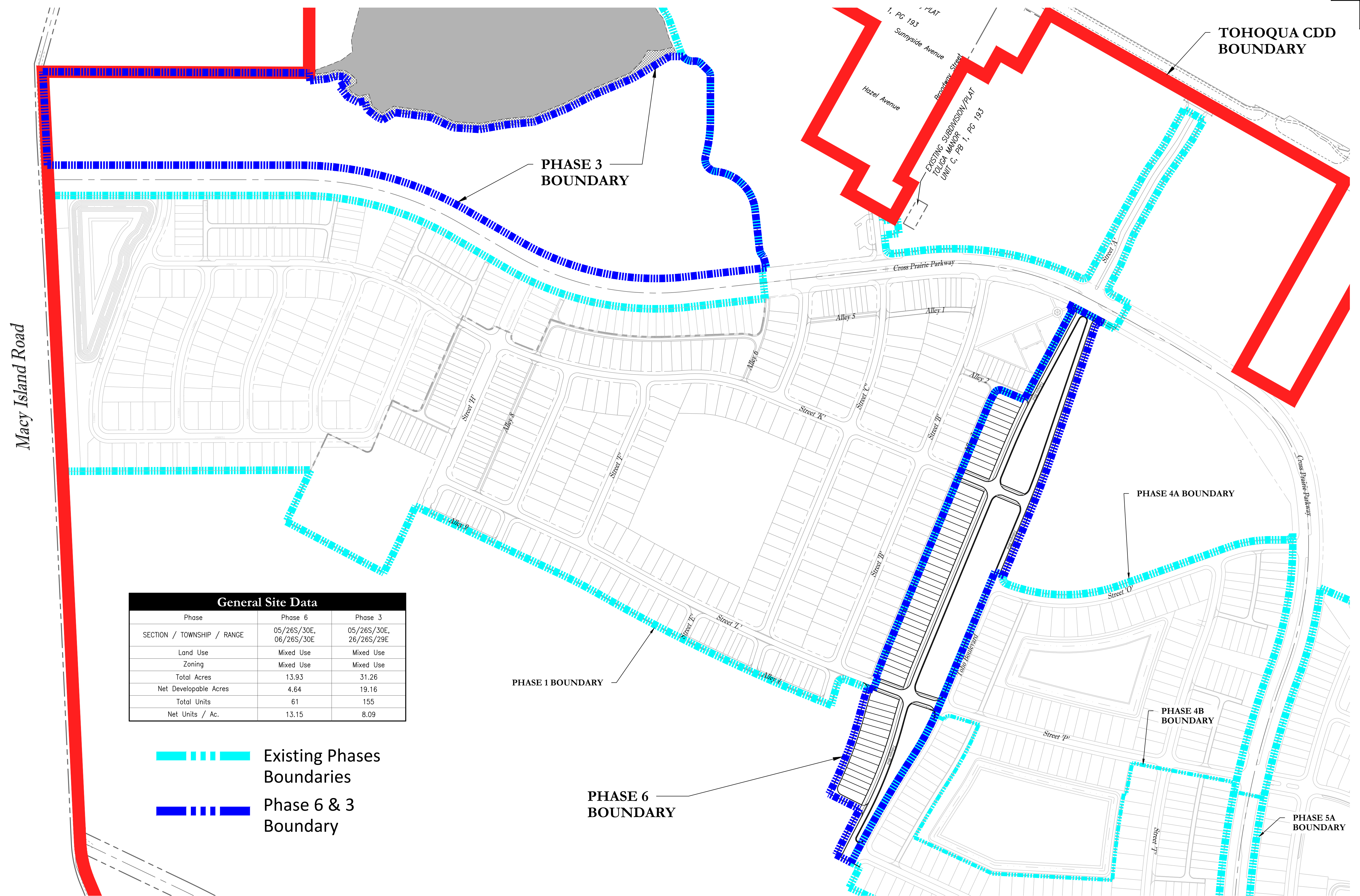


Exhibit 2

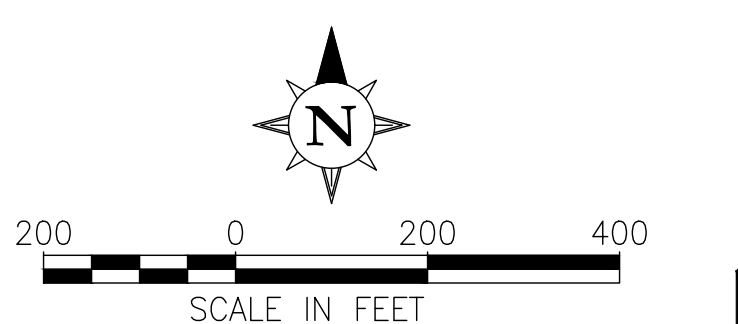


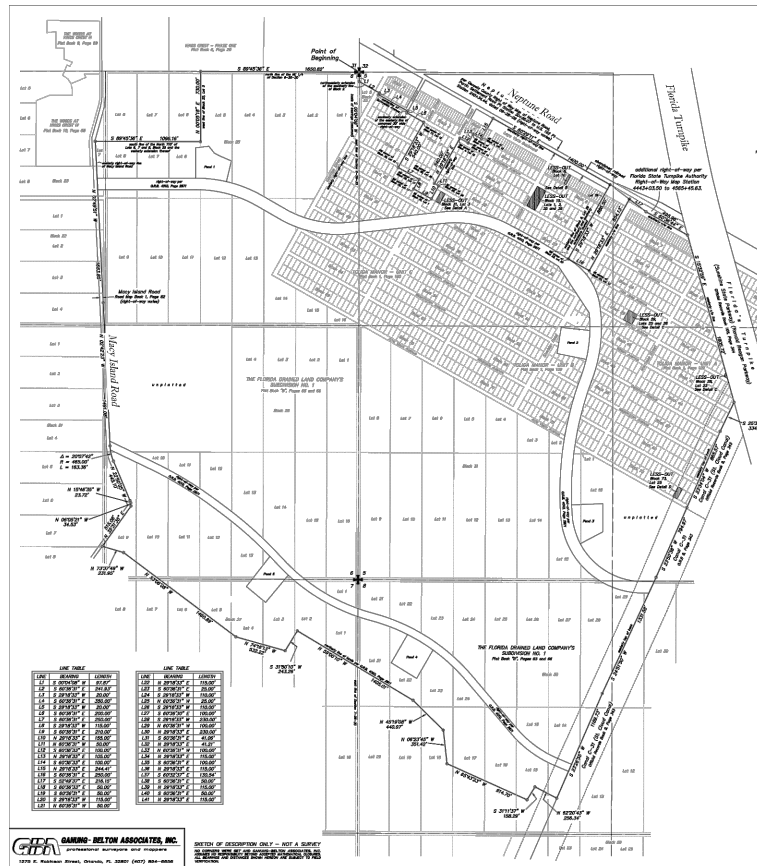
Phases 6 & 3 Master Site Plan

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, TOLUGA 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, Parlin Settlement Road Pl Station 30+26.07 to U.S. 192 Pl Station 240+34.44, dated 08-26-08; 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 northwest 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, TOLUGA 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 15°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 southerly, 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 1331.58 feet; thence run S 23°26'55" W, a distance of 1189.73 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 1,405.01 feet; thence run S 1°50'10" W, a distance of 243.26 feet; thence run N 74°16'13" W, a distance of 532.22 feet; thence run N 53°08'09" 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 1481.08 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 1,086.16 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, TOLUGA 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, TOLUGA MANOR - UNIT B, according to the plat thereof, as recorded in Plat Book 1, Page 139; Block 31, Lot 3, TOLUGA 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.

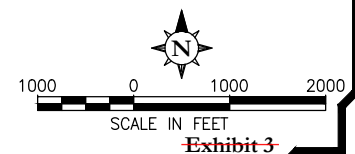
District Boundary Map and Legal Description

Tohoqua CDD

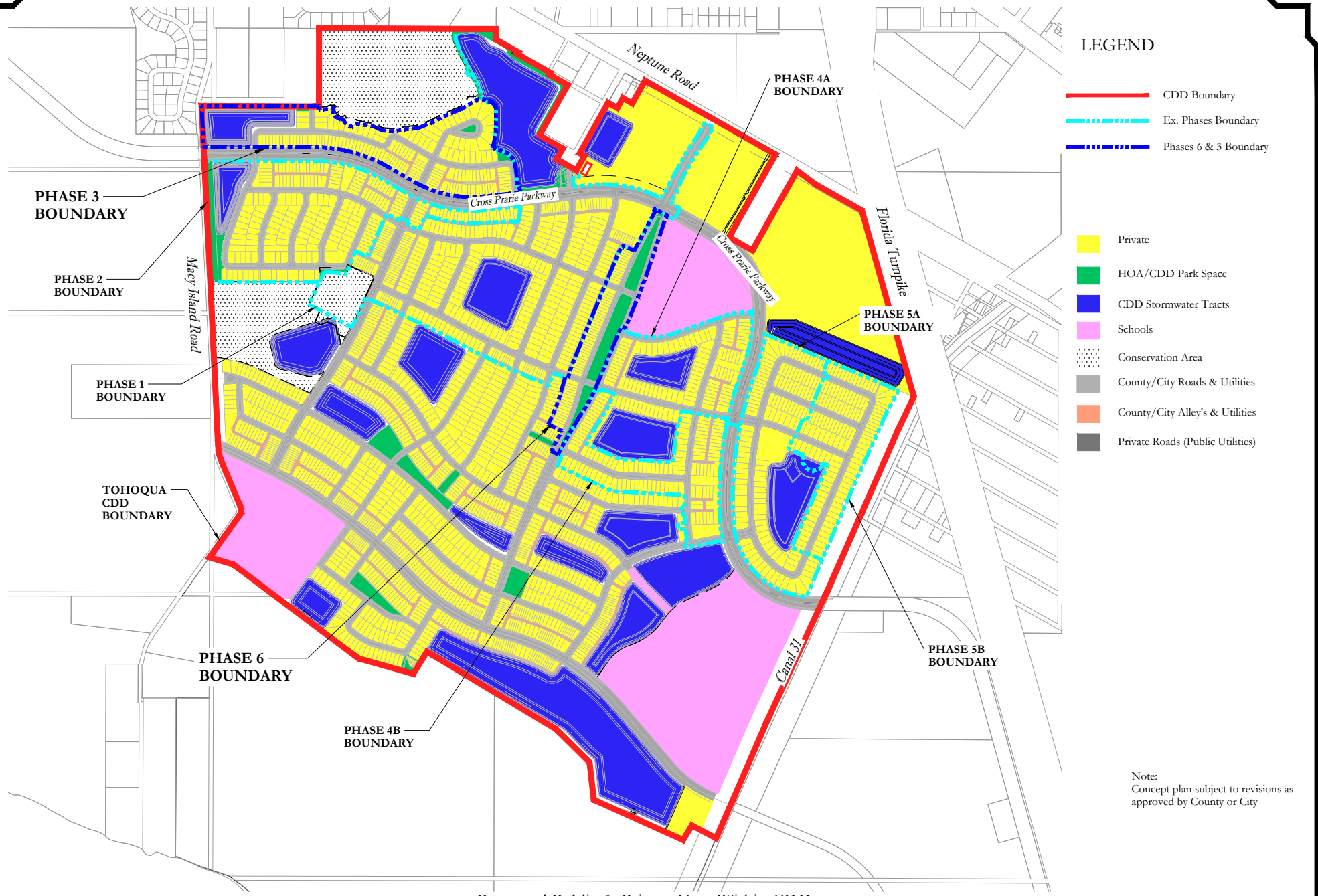
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September 15, 2017
P & B Job No.: 12-044



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

Proposed Public & Private Uses Within CDD

Tohoqua CDD

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

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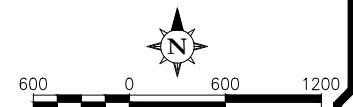
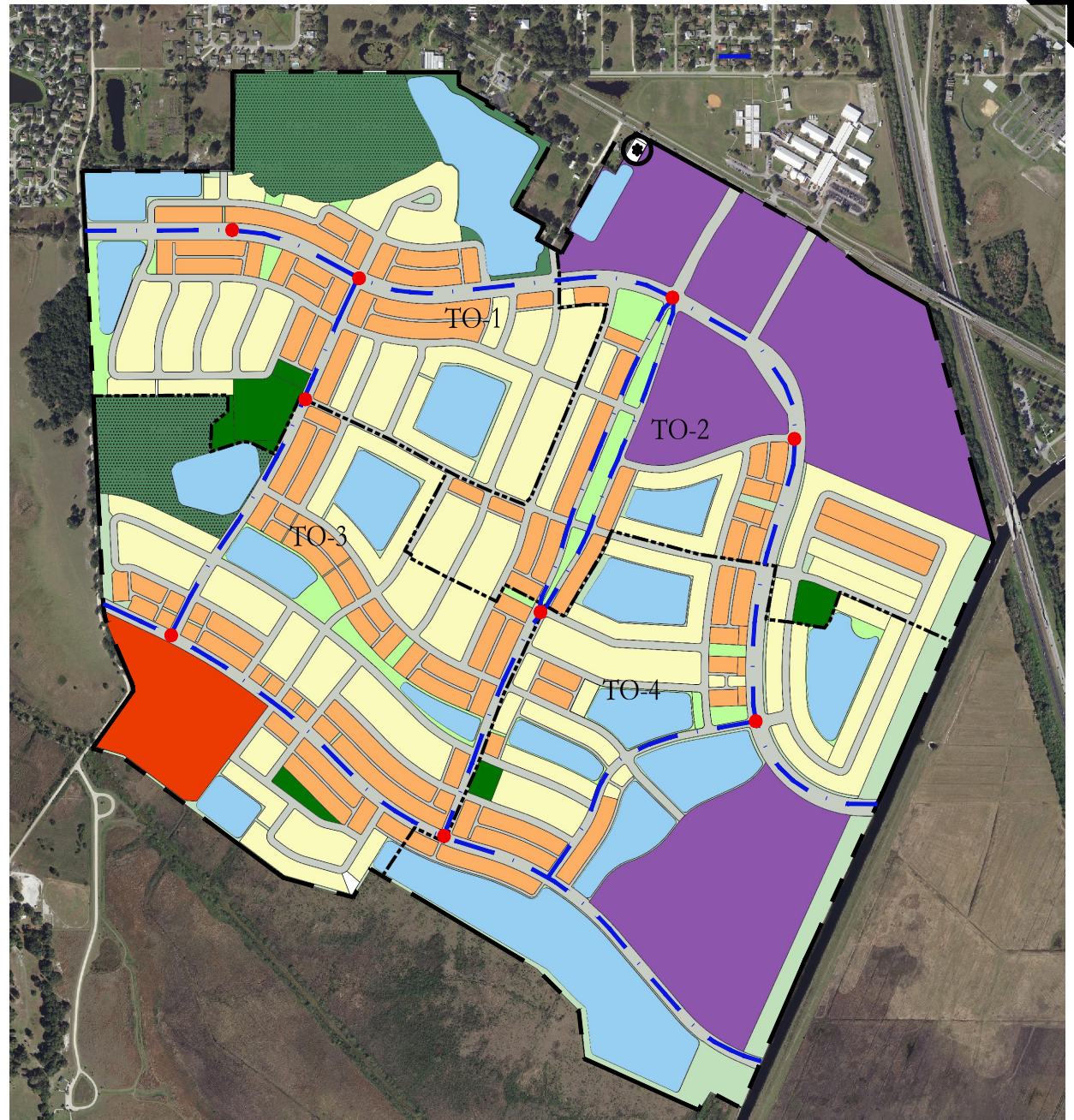
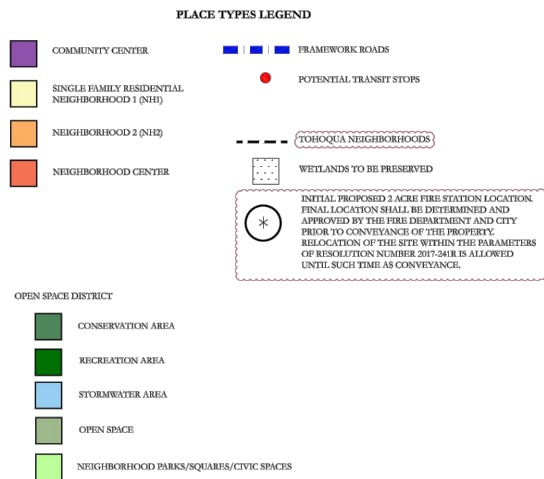


Exhibit 5



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

Concept Plan

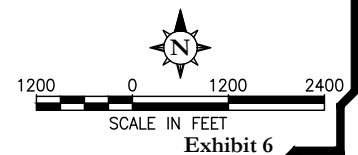
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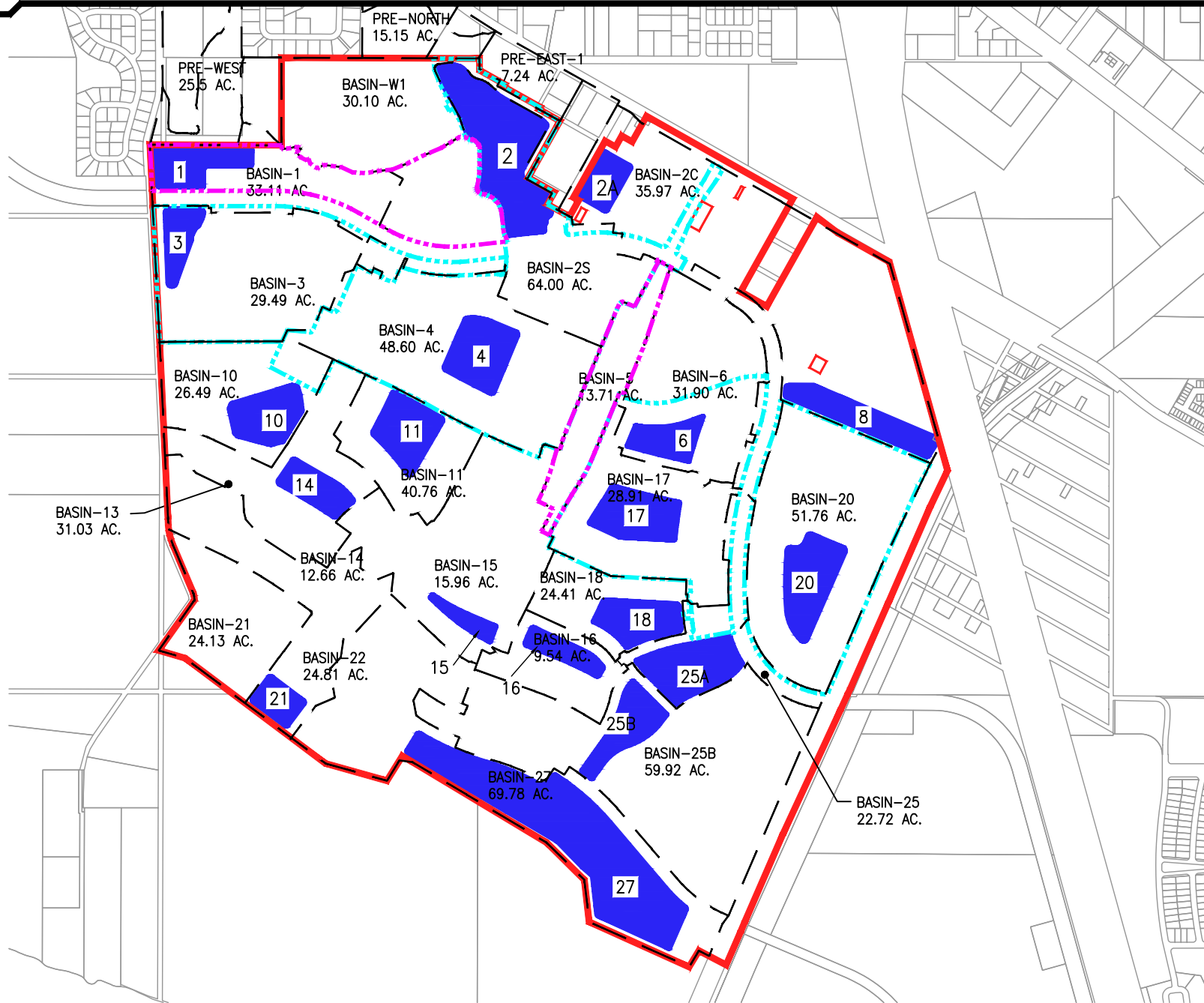
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P & B Job No.: 21-029

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LEGEND

- CDD Boundary
- Existing Phases Boundary
- Phases 6 & 3 Boundary
- Conservation Area
- Basin Boundary
- Basin- 2S
- Basin ID
- Stormwater Pond ID
- Stormwater Pond

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

Post Development Basin Map

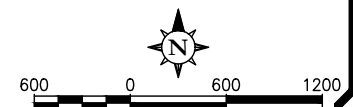
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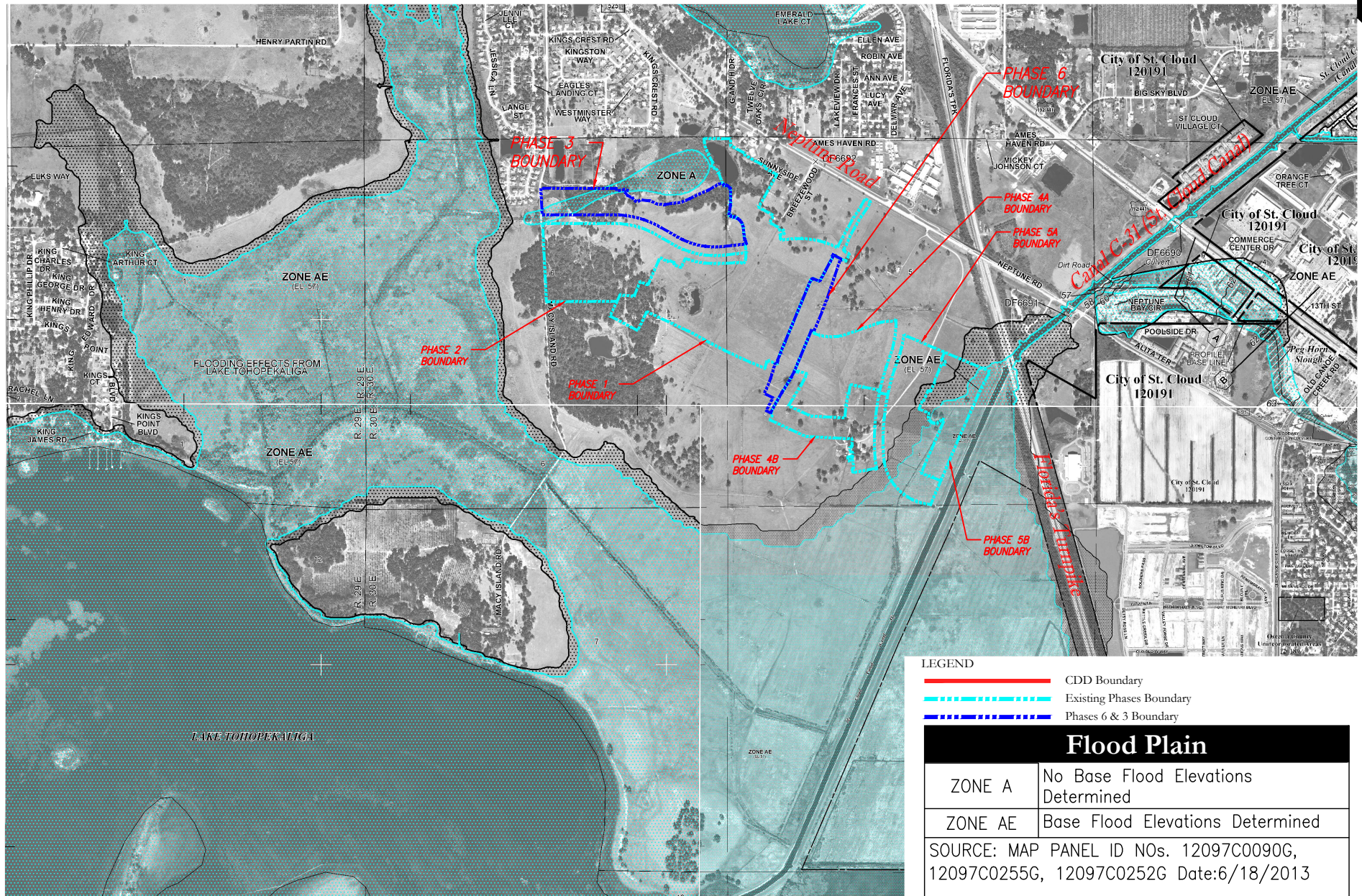
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P & B Job No.: 21-029



SCALE IN FEET

Exhibit 7



100 - Year Floodplain

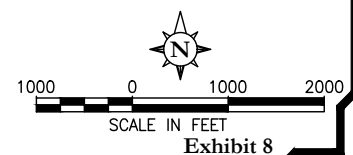
Tohoqua CDD

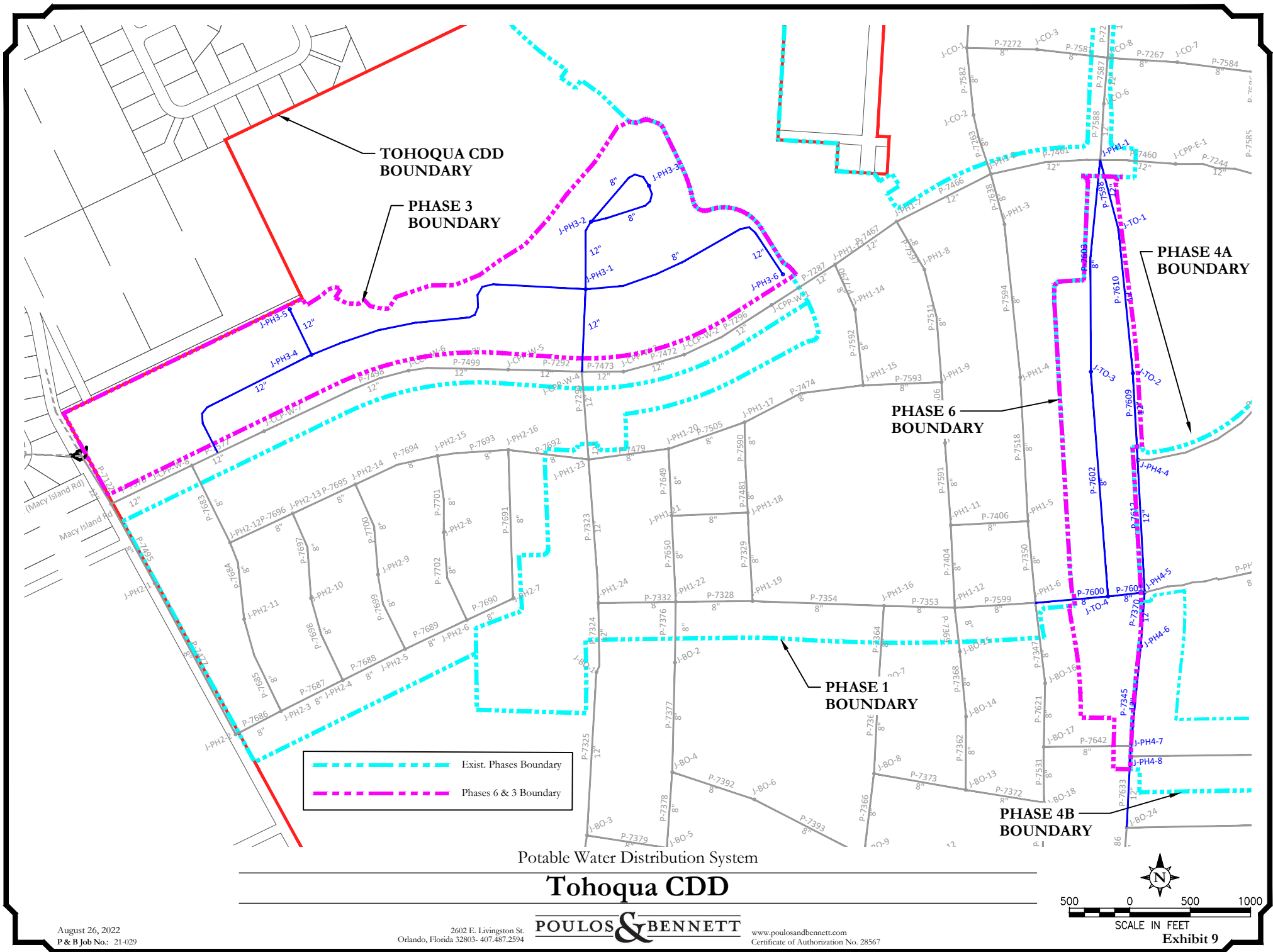
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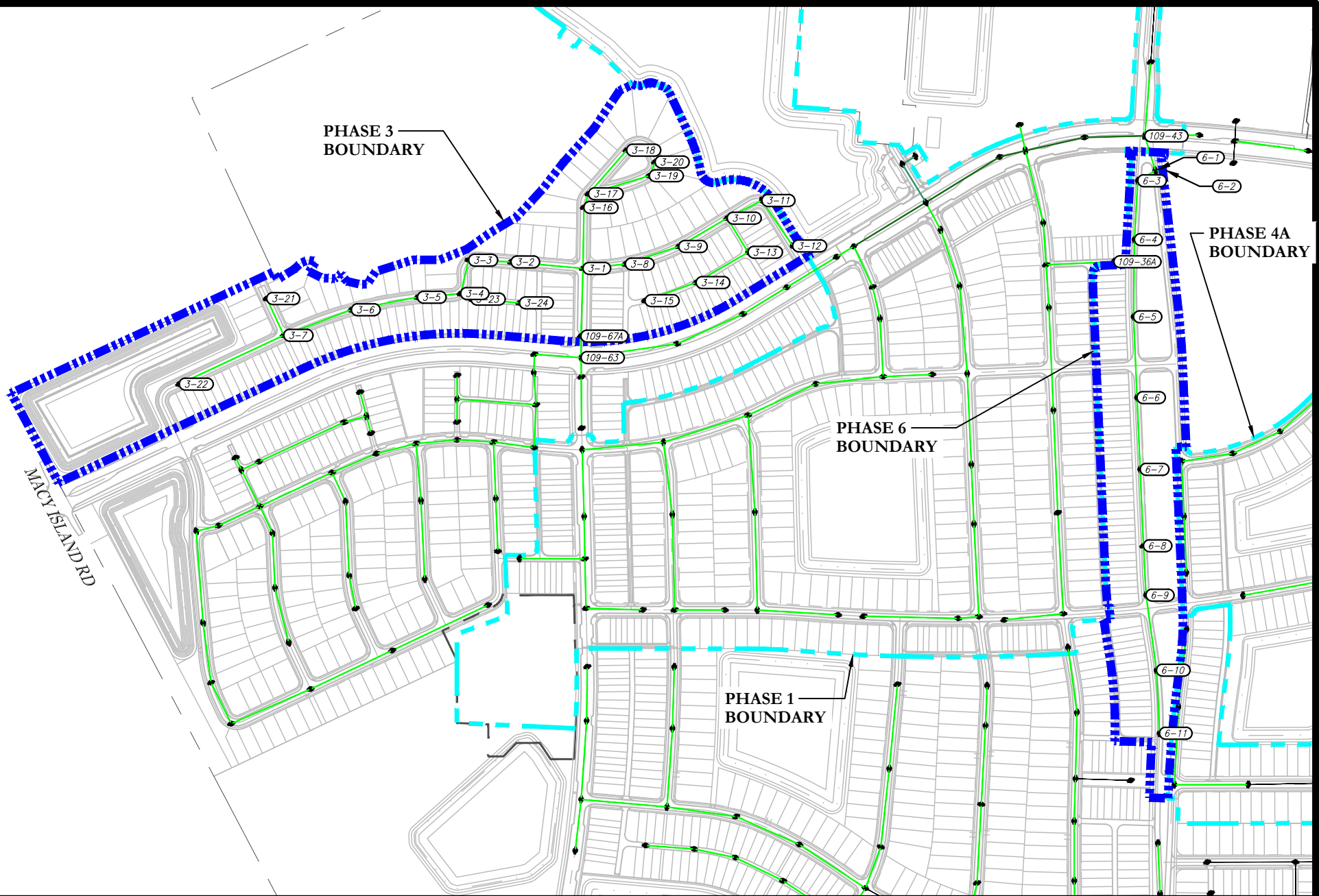
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Wastewater Collection System

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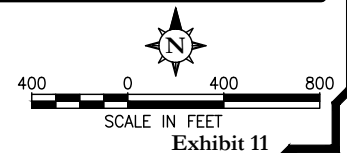


EXHIBIT 12
Tohoqua CDD Phases 3 6
Fifth Supplemental Engineers Report for Phases 3 6 (Phase 3 6 Project)
Estimate of Probable Capital Improvement Costs
August 30, 2022

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: 30-Aug-22		BY:		PROJECT NUMBER(S): 21-021							w/in 6 months w/o 6 months	EXTENSIONS AND CLOSEOUTS				
COMMUNITY: Tohoqua Phase 3											EXPIRED					
PERMIT TYPE (iE: Wetland, Easement, 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 \$1)	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 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 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		0076597-541-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	SFWMD	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: _____		COMMUNITY: <u>Tohoqua Phase 6</u>		PROJECT NUMBER(S): <u>21-021</u>				<div style="background-color: yellow; border: 1px solid black; padding: 2px;">w/in 6 months</div> <div style="background-color: red; border: 1px solid black; padding: 2px;">EXPIRED</div>		EXTENSIONS AND CLOSEOUTS					
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 for Phase 3 & 6 (Phase 3 & 6 Project) dated September 20, 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, pay costs of issuance of the Bonds, Underwriter's discount, 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, Underwriter's discount 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 Fifth Supplemental Engineer's Report dated September 20, 2022

Prepared by: Governmental Management Services - Central Florida, LLC

<p>TABLE 3</p> <p>TOHOQUA COMMUNITY DEVELOPMENT DISTRICT</p> <p>BOND SIZING</p> <p>SUPPLEMENTAL ASSESSMENT METHODOLOGY FOR ASSESSMENT AREA FIVE</p>

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 the market conditions for Townhomes most impacted, 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 I*, 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 2023-04

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 _____, 2022.

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT**

[SEAL]

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 VI

SECTION C

SECTION 1

Tohoqua

Community Development District

Summary of Operating Checks

August 28, 2022 to September 26, 2022

Bank	Date	Check No.'s	Amount
General Fund	8/30/22	569-572	\$ 3,256.01
	9/6/22	573-576	\$ 6,344.00
	9/14/22	577-579	\$ 6,048.75
	9/19/22	580-587	\$ 63,999.40
			<hr/>
			\$ 79,648.16
			<hr/>
			\$ 79,648.16

AP300R		YEAR-TO-DATE ACCOUNTS PAYABLE PREPAID/COMPUTER CHECK REGISTER					RUN 9/27/22		PAGE 1		
*** CHECK DATES 08/28/2022 - 09/26/2022 ***		TOHOQUA - GENERAL FUND									
		BANK A GENERAL FUND									
CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME		STATUS	AMOUNT	....CHECK..... AMOUNT	#	
8/30/22	00002	6/30/22 232	202206 320-53800-49000	BIKE RACK INSTALL-JUN 22		*	1,131.27				
		6/30/22 233	202206 320-53800-51300	PARK PRESS/WASH - JUN 22		*	930.00				
								2,061.27	000569		

8/30/22	00040	8/25/22 140044	202208 330-53800-49200	DOGIPOT PET STATION SUPPL		*	696.90				
								696.90	000570		

8/30/22	00064	8/22/22 19089468	202208 320-53800-47100	PEST CONTROL - AUG 22		*	65.00				
								65.00	000571		

8/30/22	00039	8/15/22 23197491	202208 330-53800-49200	TOILET TISSUE/CFOLD TOWEL		*	432.84				
								432.84	000572		

9/06/22	00035	8/28/22 169276	202208 320-53800-47300	WETLAND MAINTENANCE-AUG22		*	3,200.00				
								3,200.00	000573		

9/06/22	00024	9/01/22 7631	202209 320-53800-47200	POOL MAINTENANCE - SEP 22		*	1,735.00				
								1,735.00	000574		

9/06/22	00026	8/25/22 388963	202208 330-53800-53000	BULK BLEACH/SULFURIC ACID		*	489.00				
								489.00	000575		

9/06/22	00052	9/01/22 1426	202209 320-53800-46300	POND MAINT/ANALYSIS TEST		*	920.00				
								920.00	000576		

9/14/22	00042	9/17/22 14319	202209 330-53800-48000	BYE BYE SUMMER POOL BASH		*	1,531.25				
								1,531.25	000577		

9/14/22	00006	8/25/22 17-188(6	202207 310-51300-31100	ENGINEER SERVICES-JUL 22		*	225.00				
		8/25/22 17-188(6	202207 310-51300-31100	ENGINEER SERVICES-JUL 22		*	997.50				
								1,222.50	000578		

9/14/22	00026	8/17/22 389655	202208 330-53800-53000	REPAIR RECIRCULATION PUMP		*	3,295.00				
								3,295.00	000579		

				TQUA TOHOQUA CDD	KCOSTA						

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	.....CHECK..... AMOUNT #
9/19/22	00022	9/02/22 62	202209 330-53800-48200		*	1,250.00	
			FACILITY MAINT - SEP 22				
		9/02/22 62	202209 330-53800-11000		*	3,090.00	
			AMENITY MANAGEMENT-SEP 22				
COMMUNITY ASSOCIATION AND LIFESTYLE							4,340.00 000580
9/19/22	00001	8/31/22 16526	202209 300-15500-10000		*	31,353.00	
			FY23 INSURANCE POLICY				
EGIS INSURANCE & RISK ADVISORS, LLC							31,353.00 000581
9/19/22	00031	8/03/22 2060-192	202208 330-53800-48000		*	245.00	
			SIGN - SPECIAL EVENT				
FASTSIGNS 175401							245.00 000582
9/19/22	00002	9/01/22 236	202209 310-51300-34000		*	3,094.33	
			MANAGEMENT FEES - SEP 22				
		9/01/22 236	202209 310-51300-35200		*	100.00	
			WEBSITE MANAGEMENT-SEP 22				
		9/01/22 236	202209 310-51300-35100		*	150.00	
			INFORMATION TECH - SEP 22				
		9/01/22 236	202209 310-51300-31300		*	833.33	
			DISSEMINATION SVCS-SEP 22				
		9/01/22 236	202209 310-51300-51000		*	.57	
			OFFICE SUPPLIES				
		9/01/22 236	202209 310-51300-42000		*	45.11	
			POSTAGE				
		9/01/22 236	202209 310-51300-42500		*	195.90	
			COPIES				
GOVERNMENTAL MANAGEMENT SERVICES							4,419.24 000583
9/19/22	00004	9/12/22 105780	202208 310-51300-31500		*	1,708.08	
			RCPT/RVW CONVEY/AGDA/MEET				
LATHAM, LUNA, EDEN & BEAUDINE,LLP							1,708.08 000584
9/19/22	00026	9/04/22 389750	202209 330-53800-53000		*	439.00	
			BULK BLEACH/SULFURIC ACID				
SPIES POOL, LLC							439.00 000585
9/19/22	00064	9/09/22 19187485	202209 320-53800-47100		*	65.00	
			PEST CONTROL - SEP 22				
TURNER PEST CONTROL, LLC							65.00 000586
9/19/22	00033	9/08/22 ULS-3577	202209 320-53800-46200		*	4,323.00	
			TOH 1ST AMND PH2,3-AUG 22				
		9/08/22 ULS-3577	202209 320-53800-46200		*	5,943.33	
			LANDSCAPE PH1/POND-SEP 22				

TQUA TOHOQUA CDD KCOSTA

CHECK DATE	VEND#	.....INVOICE..... DATE INVOICE	...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT #
9/08/22		ULS-3577	202209 320-53800-46200		*	3,885.00	
			LNDSCE E CROSS PRA-SEP 22				
9/08/22		ULS-3577	202209 320-53800-46200		*	700.00	
			LANDSCAPE ADD POND-SEP 22				
9/08/22		ULS-3577	202209 320-53800-46200		*	1,166.67	
			LANDSCPE AMEN POND-SEP 22				
9/08/22		ULS-3577	202209 320-53800-46200		*	1,743.75	
			TOHOQUA AMENITY - SEP 22				
9/08/22		ULS-3578	202209 320-53800-46200		*	3,668.33	
			LANDSCPE CROSS PRA-SEP 22				
UNITED LAND SERVICES							21,430.08 000587

TOTAL FOR BANK A						79,648.16	
TOTAL FOR REGISTER						79,648.16	

TQUA TOHOQUA CDD KCOSTA

SECTION 2

Tohoqua
Community Development District

Unaudited Financial Reporting
August 31, 2022



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Tohoqua
Community Development District
Combined Balance Sheet
August 31, 2022

	<i>General Fund</i>	<i>Debt Service Fund</i>	<i>Capital Projects Fund</i>	<i>Totals Governmental Funds</i>
Assets:				
Cash	\$ 399,986	\$ -	\$ -	\$ 399,986
Investments				
<u>Series 2018</u>				
Reserve	\$ -	\$ 69,039	\$ -	\$ 69,039
Revenue	\$ -	\$ 68,362	\$ -	\$ 68,362
Construction	\$ -	\$ -	\$ 12,649	\$ 12,649
<u>Series 2021 Phase 2</u>				
Reserve	\$ -	\$ 72,381	\$ -	\$ 72,381
Revenue	\$ -	\$ 45,295	\$ -	\$ 45,295
Capital Interest	\$ -	\$ 1	\$ -	\$ 1
Construction	\$ -	\$ -	\$ 233	\$ 233
<u>Series 2021 Phase 4A/5A</u>				
Reserve	\$ -	\$ 75,350	\$ -	\$ 75,350
Revenue	\$ -	\$ 47,678	\$ -	\$ 47,678
Capital Interest	\$ -	\$ 1	\$ -	\$ 1
Construction	\$ -	\$ -	\$ 9	\$ 9
Due From General Fund	\$ -	\$ -	\$ 241	\$ 241
Due From Other	\$ 31	\$ -	\$ -	\$ 31
Prepaid Expenses	\$ 4,889	\$ -	\$ -	\$ 4,889
Total Assets	\$ 404,906	\$ 378,108	\$ 13,132	\$ 796,146
Liabilities:				
Accounts Payable	\$ 10,251	\$ -	\$ -	\$ 10,251
Due to Capital Projects	\$ 241	\$ -	\$ -	\$ 241
Total Liabilities	\$ 10,493	\$ -	\$ -	\$ 10,493
Fund Balances:				
Nonspendable:				
Deposits & Prepaid Items	\$ 4,889	\$ -	\$ -	\$ 4,889
Restricted for:				
Debt Service - Series 2018	\$ -	\$ 137,401	\$ -	\$ 137,401
Debt Service - Series 2021 Phase 2	\$ -	\$ 117,678	\$ -	\$ 117,678
Debt Service - Series 2021 Phase 4A/5A	\$ -	\$ 123,029	\$ -	\$ 123,029
Capital Projects	\$ -	\$ -	\$ 13,132	\$ 13,132
Unassigned	\$ 389,524	\$ -	\$ -	\$ 389,524
Total Fund Balances	\$ 394,413	\$ 378,108	\$ 13,132	\$ 785,653
Total Liabilities & Fund Balance	\$ 404,906	\$ 378,108	\$ 13,132	\$ 796,146

Tohoqua
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/22	Thru 08/31/22	Variance
<u>Revenues</u>				
Developer Contributions	\$ 220,146	\$ 5,261	\$ 5,261	\$ -
Assessments - Tax Collector	\$ 387,600	\$ 387,600	\$ 389,056	\$ 1,456
Assessments - Direct	\$ 668,125	\$ 668,125	\$ 668,125	\$ 0
Special Events Revenue	\$ 12,000	\$ 11,000	\$ 10,155	\$ (845)
Total Revenues	\$ 1,287,871	\$ 1,071,985	\$ 1,072,596	\$ 611
<u>Expenditures</u>				
<u>General & Administrative:</u>				
Supervisor Fees	\$ 12,000	\$ 11,000	\$ 4,000	\$ 7,000
FICA Expense	\$ 918	\$ 842	\$ 306	\$ 536
Engineering	\$ 12,000	\$ 12,000	\$ 27,074	\$ (15,074)
Attorney	\$ 25,000	\$ 22,917	\$ 22,737	\$ 179
Annual Audit	\$ 6,600	\$ 6,600	\$ 5,500	\$ 1,100
Assessment Administration	\$ 7,500	\$ 7,500	\$ 7,500	\$ -
Arbitrage	\$ 1,350	\$ 900	\$ 900	\$ -
Dissemination	\$ 10,000	\$ 9,167	\$ 9,167	\$ 0
Trustee Fees	\$ 11,152	\$ 7,058	\$ 7,058	\$ -
Management Fees	\$ 37,132	\$ 34,037	\$ 34,038	\$ (0)
Information Technology	\$ 1,800	\$ 1,650	\$ 1,650	\$ -
Website Maintenance	\$ 1,200	\$ 1,100	\$ 1,100	\$ -
Telephone	\$ 300	\$ 275	\$ -	\$ 275
Postage	\$ 1,000	\$ 917	\$ 134	\$ 782
Insurance	\$ 6,000	\$ 6,000	\$ 5,570	\$ 430
Printing & Binding	\$ 3,000	\$ 2,750	\$ 1,887	\$ 863
Legal Advertising	\$ 3,800	\$ 3,483	\$ 786	\$ 2,697
Other Current Charges	\$ 2,500	\$ 2,292	\$ 1,140	\$ 1,152
Office Supplies	\$ 625	\$ 573	\$ 35	\$ 537
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 144,052	\$ 131,234	\$ 130,756	\$ 478
<u>Operations & Maintenance</u>				
Contract Services				
Field Management	\$ 20,600	\$ 18,883	\$ 18,883	\$ (0)
Amenities Management	\$ 37,080	\$ 33,990	\$ 33,990	\$ -
Landscape Maintenance	\$ 469,372	\$ 430,258	\$ 226,018	\$ 204,239
Lake Maintenance	\$ 52,440	\$ 48,070	\$ 8,120	\$ 39,950
Wetland Maintenance	\$ 12,100	\$ 11,092	\$ 6,400	\$ 4,692
Wetland Mitigation Reporting	\$ 9,600	\$ 6,600	\$ 6,600	\$ -
Pool Maintenance	\$ 20,820	\$ 19,085	\$ 19,085	\$ -
Pest Control	\$ 780	\$ 715	\$ 715	\$ -
Janitorial Services	\$ 45,000	\$ 41,250	\$ 19,840	\$ 21,410
Subtotal Contract Services	\$ 667,792	\$ 609,943	\$ 339,652	\$ 270,291

Tohoqua
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/22	Thru 08/31/22	Variance
Repairs & Maintenance				
Landscape Replacement	\$ 25,000	\$ 22,917	\$ 1,069	\$ 21,848
Irrigation Repairs	\$ 3,000	\$ 2,750	\$ 1,250	\$ 1,500
Stormwater Inspections	\$ 14,400	\$ 13,200	\$ -	\$ 13,200
General Repairs & Maintenance	\$ 10,000	\$ 9,167	\$ 4,053	\$ 5,114
Road & Sidewalk Maintenance	\$ 3,000	\$ 2,750	\$ 930	\$ 1,820
Signage	\$ 1,500	\$ 1,375	\$ -	\$ 1,375
Walls - Repair/Cleaning	\$ 1,500	\$ 1,375	\$ -	\$ 1,375
Fencing	\$ 250	\$ 229	\$ -	\$ 229
Subtotal Repairs & Maintenance	\$ 58,650	\$ 53,763	\$ 7,302	\$ 46,461
Utilities				
Pool - Electric	\$ 19,000	\$ 19,000	\$ 19,746	\$ (746)
Pool - Water	\$ 6,500	\$ 6,500	\$ 7,713	\$ (1,213)
Electric	\$ 5,000	\$ 4,583	\$ 168	\$ 4,415
Water & Sewer	\$ 54,500	\$ 49,958	\$ 19,006	\$ 30,952
Streetlights	\$ 150,000	\$ 137,500	\$ 56,102	\$ 81,398
Subtotal Utilities	\$ 235,000	\$ 217,542	\$ 102,736	\$ 114,806
Amenities				
Property Insurance	\$ 25,000	\$ 25,000	\$ 23,054	\$ 1,946
Pool Attendants	\$ 12,500	\$ 11,458	\$ -	\$ 11,458
Security Patrol	\$ 30,000	\$ 27,500	\$ -	\$ 27,500
Pool Repairs & Maintenance	\$ 15,000	\$ 15,000	\$ 29,804	\$ (14,804)
Pool Permits	\$ 325	\$ 325	\$ 325	\$ -
Access Cards & Equipment Supplies	\$ 2,390	\$ 2,390	\$ 5,144	\$ (2,754)
Fire Alarm & Security Monitoring	\$ 1,000	\$ 917	\$ 280	\$ 637
Fire Alarm & Security Monitoring Repairs	\$ 2,000	\$ 1,833	\$ -	\$ 1,833
Fire Extinguisher Inspections	\$ 100	\$ 100	\$ 85	\$ 15
Amenity Signage	\$ 2,000	\$ 1,833	\$ 1,236	\$ 598
Repairs & Maintenance	\$ 17,500	\$ 16,042	\$ 15,826	\$ 216
Office Supplies	\$ 1,500	\$ 1,375	\$ 483	\$ 892
Operating Supplies	\$ 5,000	\$ 5,000	\$ 5,520	\$ (520)
Special Events	\$ 15,000	\$ 15,000	\$ 18,422	\$ (3,422)
Termite Bond	\$ 300	\$ -	\$ -	\$ -
Holiday Décor	\$ 12,500	\$ 5,100	\$ 5,100	\$ -
Subtotal Amenities	\$ 142,115	\$ 128,873	\$ 105,277	\$ 23,596

Tohoqua
Community Development District
General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/22	Thru 08/31/22	Variance
Other				
Contingency	\$ 25,000	\$ 22,917	\$ 2,010	\$ 20,907
Subtotal Other	\$ 25,000	\$ 22,917	\$ 2,010	\$ 20,907
Total Operations & Maintenance	\$ 1,128,557	\$ 1,033,037	\$ 556,976	\$ 476,060
Total Expenditures	\$ 1,272,609	\$ 1,164,271	\$ 687,732	\$ 476,539
Excess (Deficiency) of Revenues over Expenditures	\$ 15,262		\$ 384,864	
<u>Other Financing Sources/(Uses)</u>				
Transfer In/(Out) - Capital Reserve	\$ (15,262)	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ (15,262)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 0		\$ 384,864	
Fund Balance - Beginning	\$ -		\$ 9,549	
Fund Balance - Ending	\$ 0		\$ 394,413	

Tohoqua
Community Development District
Debt Service Fund - Series 2018
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/22	Thru 08/31/22	Variance
Revenues				
Special Assessments	\$ 137,458	\$ 137,458	\$ 137,971	\$ 513
Interest Income	\$ -	\$ -	\$ 7	\$ 7
Total Revenues	\$ 137,458	\$ 137,458	\$ 137,978	\$ 520
Expenditures:				
Interest Payment - 11/01	\$ 48,948	\$ 48,948	\$ 48,948	\$ -
Principal Payment - 5/01	\$ 40,000	\$ 40,000	\$ 40,000	\$ -
Interest Payment - 5/01	\$ 48,948	\$ 48,948	\$ 48,948	\$ -
Total Expenditures	\$ 137,895	\$ 137,895	\$ 137,895	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (437)		\$ 83	
Fund Balance - Beginning	\$ 67,273		\$ 137,318	
Fund Balance - Ending	\$ 66,836		\$ 137,401	

Tohoqua
Community Development District
Debt Service Fund - Series 2021 Phase 2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2022

	Adopted Budget	Prorated Budget Thru 08/31/22	Actual Thru 08/31/22	Variance
Revenues				
Special Assessments	\$ 144,764	\$ 144,764	\$ 145,309	\$ 545
Interest Income	\$ -	\$ -	\$ 7	\$ 7
Total Revenues	\$ 144,764	\$ 144,764	\$ 145,316	\$ 552
Expenditures:				
Interest Payment - 11/01	\$ 45,022	\$ 45,022	\$ 45,022	\$ -
Principal Payment - 5/01	\$ 55,000	\$ 55,000	\$ 55,000	\$ -
Interest Payment - 5/01	\$ 45,022	\$ 45,022	\$ 45,022	\$ -
Total Expenditures	\$ 145,044	\$ 145,044	\$ 145,044	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (280)		\$ 272	
Fund Balance - Beginning	\$ 45,024		\$ 117,406	
Fund Balance - Ending	\$ 44,744		\$ 117,678	

Tohoqua
Community Development District
Debt Service Fund - Series 2021 Phase 4A/5A
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2022

	Adopted	Prorated Budget	Actual	
	Budget	Thru 08/31/22	Thru 08/31/22	Variance
Revenues				
Assessments - Direct Bill	\$ 150,700	\$ 150,700	\$ 150,701	\$ 1
Interest Income	\$ -	\$ -	\$ 5	\$ 5
Total Revenues	\$ 150,700	\$ 150,700	\$ 150,706	\$ 6
Expenditures:				
Interest Payment - 11/01	\$ 48,030	\$ 48,030	\$ 48,030	\$ -
Principal Payment - 5/01	\$ 55,000	\$ 55,000	\$ 55,000	\$ -
Interest Payment - 5/01	\$ 48,030	\$ 48,030	\$ 48,030	\$ -
Total Expenditures	\$ 151,060	\$ 151,060	\$ 151,060	\$ -
Excess (Deficiency) of Revenues over Expenditures	\$ (360)		\$ (354)	
Fund Balance - Beginning	\$ 48,031		\$ 123,383	
Fund Balance - Ending	\$ 47,671		\$ 123,029	

Tohoqua
Community Development District
Capital Projects Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2022

	Series	Series	Series	
	2018	2021 Phase 2	2021 Phase 4A/5A	Total
<u>Revenues</u>				
Interest	\$ 1	\$ 60	\$ 50	\$ 111
Total Revenues	\$ 1	\$ 60	\$ 50	\$ 111
<u>Expenditures:</u>				
Capital Outlay	\$ -	\$ 1,579,267	\$ 1,676,726	\$ 3,255,993
Total Expenditures	\$ -	\$ 1,579,267	\$ 1,676,726	\$ 3,255,993
Excess (Deficiency) of Revenues over Expenditures	\$ 1	\$ (1,579,206)	\$ (1,676,676)	\$ (3,255,882)
Fund Balance - Beginning	\$ 12,649	\$ 1,579,680	\$ 1,676,685	\$ 3,269,014
Fund Balance - Ending	\$ 12,649	\$ 474	\$ 9	\$ 13,132

Tohoqua
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
<u>Revenues</u>													
Developer Contributions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	3,280	\$ 1,981	\$ -	\$ -	5,261
Assessments - Tax Collector	\$ -	\$ 6,196	\$ 333,308	\$ 4,504	\$ 35,130	\$ 1,396	\$ 7,753	\$ -	769	\$ -	\$ -	\$ -	389,056
Assessments - Direct	\$ 88,884	\$ 122,028	\$ -	\$ 167,593	\$ 61,014	\$ -	\$ 61,014	\$ 83,796	\$ 83,796	\$ -	\$ -	\$ -	668,125
Special Events Revenue	\$ 1,930	\$ 500	\$ 20	\$ 1,280	\$ 850	\$ -	\$ 3,425	\$ -	\$ 760	\$ 1,060	\$ 330	\$ -	10,155
Total Revenues	\$ 90,814	\$ 128,724	\$ 333,328	\$ 173,377	\$ 96,994	\$ 1,396	\$ 72,192	\$ 83,796	\$ 88,605	\$ 3,041	\$ 330	\$ -	\$ 1,072,596
<u>Expenditures</u>													
<u>General & Administrative:</u>													
Supervisor Fees	\$ -	\$ 600	\$ -	\$ -	\$ 800	\$ 800	\$ 600	\$ -	600	\$ -	\$ 600	\$ -	4,000
FICA Expense	\$ -	\$ 46	\$ -	\$ -	\$ 61	\$ 61	\$ 46	\$ -	46	\$ -	\$ 46	\$ -	306
Engineering	\$ -	\$ 105	\$ -	\$ -	\$ 394	\$ 2,851	\$ 2,404	\$ 3,312	\$ 16,786	\$ 1,223	\$ -	\$ -	27,074
Attorney	\$ 1,329	\$ 613	\$ 2,907	\$ 369	\$ 1,457	\$ 1,621	\$ 1,338	\$ 8,331	\$ 1,725	\$ 1,340	\$ 1,708	\$ -	22,737
Annual Audit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,500	\$ -	\$ -	\$ -	\$ -	5,500
Assessment Administration	\$ 7,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	7,500
Arbitrage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	900
Dissemination	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ 833	\$ -	9,167
Trustee Fees	\$ 1,549	\$ -	\$ -	\$ -	\$ -	\$ 2,168	\$ 3,340	\$ -	\$ -	\$ -	\$ -	\$ -	7,058
Management Fees	\$ 3,094	\$ 3,094	\$ 3,094	\$ 3,094	\$ 3,094	\$ 3,094	\$ 3,094	\$ 3,094	\$ 3,094	\$ 3,094	\$ 3,094	\$ -	34,038
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	1,650
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	1,100
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Postage	\$ 14	\$ 3	\$ 7	\$ 7	\$ 5	\$ 13	\$ 40	\$ 12	\$ 12	\$ 13	\$ 7	\$ -	134
Insurance	\$ 5,570	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,570
Printing & Binding	\$ 99	\$ 54	\$ 337	\$ 56	\$ 51	\$ 90	\$ 263	\$ 145	\$ 291	\$ 296	\$ 205	\$ -	1,887
Legal Advertising	\$ 168	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21	\$ -	\$ -	\$ 597	\$ -	\$ -	786
Other Current Charges	\$ 176	\$ 129	\$ 39	\$ 39	\$ 64	\$ 377	\$ 135	\$ 64	\$ 39	\$ 40	\$ 40	\$ -	1,140
Office Supplies	\$ 16	\$ 0	\$ 15	\$ 0	\$ 0	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ -	\$ -	35
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	175
Total General & Administrative:	\$ 20,772	\$ 5,728	\$ 7,483	\$ 4,648	\$ 7,011	\$ 13,060	\$ 12,364	\$ 21,542	\$ 23,677	\$ 7,687	\$ 6,783	\$ -	\$ 130,756
<u>Operations & Maintenance</u>													
Contract Services													
Field Management	\$ 1,717	\$ 1,717	\$ 1,717	\$ 1,717	\$ 1,717	\$ 1,717	\$ 1,717	\$ 1,717	\$ 1,717	\$ 1,717	\$ 1,717	\$ -	18,883
Amenities Management	\$ 3,090	\$ 3,090	\$ 3,090	\$ 3,090	\$ 3,090	\$ 3,090	\$ 3,090	\$ 3,090	\$ 3,090	\$ 3,090	\$ 3,090	\$ -	33,990
Landscape Maintenance	\$ 17,545	\$ 17,545	\$ 21,488	\$ 17,545	\$ 20,430	\$ 24,315	\$ 21,430	\$ 21,430	\$ 21,430	\$ 21,430	\$ 21,430	\$ -	226,018
Lake Maintenance	\$ 450	\$ 450	\$ 450	\$ 1,530	\$ 680	\$ 680	\$ 680	\$ 680	\$ 680	\$ 920	\$ 920	\$ -	8,120
Wetland Maintenance	\$ -	\$ 1,600	\$ -	\$ -	\$ 1,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,200	\$ -	6,400
Wetland Mitigation Reporting	\$ -	\$ -	\$ -	\$ 3,000	\$ 3,600	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	6,600
Pool Maintenance	\$ 1,735	\$ 1,735	\$ 1,735	\$ 1,735	\$ 1,735	\$ 1,735	\$ 1,735	\$ 1,735	\$ 1,735	\$ 1,735	\$ 1,735	\$ -	19,085
Pest Control	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ -	715
Janitorial Services	\$ 2,080	\$ 2,400	\$ 2,080	\$ 1,920	\$ 1,920	\$ 2,080	\$ 1,920	\$ 1,920	\$ 1,760	\$ 1,760	\$ -	\$ -	19,840
Subtotal Contract Services	\$ 26,682	\$ 28,602	\$ 30,624	\$ 30,602	\$ 34,837	\$ 33,682	\$ 30,637	\$ 30,637	\$ 30,477	\$ 30,717	\$ 32,157	\$ -	\$ 339,652

Tohoqua
Community Development District
Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Repairs & Maintenance													
Landscape Replacement	\$ -	\$ -	\$ -	1,069	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,069
Irrigation Repairs	\$ -	\$ -	\$ -	1,250	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	1,250
Stormwater Inspections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
General Repairs & Maintenance	\$ -	753	\$ -	1,107	\$ -	649	840	\$ -	139	565	\$ -	\$ -	4,053
Road & Sidewalk Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	930	\$ -	\$ -	930
Signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Walls - Repair/Cleaning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Fencing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Subtotal Repairs & Maintenance	\$ -	753	\$ -	3,426	\$ -	649	840	\$ -	139	1,495	\$ -	\$ -	7,302
Utilities													
Pool - Electric	\$ -	1,599	1,569	2,958	\$ -	3,055	\$ -	3,087	\$ -	3,184	4,294	\$ -	19,746
Pool - Water	623	467	628	671	726	784	660	694	681	1,058	722	\$ -	7,713
Electric	\$ -	14	13	33	\$ -	37	\$ -	26	\$ -	14	31	\$ -	168
Water & Sewer	2,737	321	2,023	1,089	293	329	1,308	1,123	1,117	5,418	3,248	\$ -	19,006
Streetlights	\$ -	3,415	4,176	9,758	\$ -	10,762	\$ -	10,675	\$ -	5,643	11,674	\$ -	56,102
Subtotal Utilities	\$ 3,360	5,816	8,409	14,510	\$ 1,019	14,966	1,968	15,605	1,798	15,316	19,969	\$ -	102,736
Amenities													
Property Insurance	\$ 23,054	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	23,054
Pool Attendants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Security Patrol	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Pool Repairs & Maintenance	857	1,055	1,265	1,104	2,071	2,177	3,033	3,772	3,927	3,509	7,035	\$ -	29,804
Pool Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	325	\$ -	\$ -	\$ -	325
Access Cards & Equipment Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	5,144	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,144
Fire Alarm & Security Monitoring	70	35	35	35	35	35	\$ -	35	\$ -	\$ -	\$ -	\$ -	280
Fire Alarm & Security Monitoring Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Fire Extinguisher Inspections	\$ -	\$ -	\$ -	85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	85
Amenity Signage	12	696	\$ -	\$ -	175	\$ -	267	15	\$ -	70	\$ -	\$ -	1,236
Repairs & Maintenance	2,187	1,250	1,250	1,650	1,250	1,250	1,250	1,620	1,272	1,596	1,250	\$ -	15,826
Office Supplies	100	20	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	290	73	\$ -	483
Operating Supplies	556	\$ -	\$ -	430	1,274	\$ -	1,268	491	338	\$ -	1,162	\$ -	5,520
Special Events	1,258	202	7,048	\$ -	\$ -	1,261	1,563	4,282	841	565	1,400	\$ -	18,422
Termite Bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Holiday Décor	5,100	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	5,100
Subtotal Amenities	\$ 33,194	3,259	9,598	3,304	4,805	9,867	7,381	10,216	6,703	6,030	10,920	\$ -	105,277
Other													
Contingency	\$ -	\$ -	\$ -	\$ -	562	\$ -	252	65	\$ -	1,131	\$ -	\$ -	2,010
Subtotal Other	\$ -	\$ -	\$ -	\$ -	562	\$ -	252	65	\$ -	1,131	\$ -	\$ -	2,010
Total Operations & Maintenance	\$ 63,236	38,429	48,631	51,841	41,223	59,164	41,078	56,523	39,116	54,689	63,045	\$ -	556,976
Total Expenditures	\$ 84,008	44,157	56,114	56,489	48,234	72,224	53,442	78,065	62,794	62,376	69,829	\$ -	687,732
Excess (Deficiency) of Revenues over Expenditures	\$ 6,806	84,566	277,214	116,888	48,761	(70,829)	18,749	5,731	25,812	(59,336)	(69,499)	\$ -	384,864
<u>Other Financing Sources/(Uses)</u>													
Transfer In/(Out) - Capital Reserve	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-
Net Change in Fund Balance	\$ 6,806	84,566	277,214	116,888	48,761	(70,829)	18,749	5,731	25,812	(59,336)	(69,499)	\$ -	384,864

Tohoqua

Community Development District

Long Term Debt Report

Series 2018, Special Assessment Revenue Bonds		
Interest Rates:	4.7%,4.8%	
Maturity Date:	5/1/2048	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$69,039	
Reserve Fund Balance	\$69,039	
Bonds Outstanding - 2/8/18		\$2,165,000
Less: Principal Payment - 5/1/19		(\$35,000)
Less: Principal Payment - 5/1/20		(\$35,000)
Less: Principal Payment - 5/1/21		(\$35,000)
Less: Principal Payment - 5/1/22		(\$40,000)
Current Bonds Outstanding		\$2,020,000

Series 2021 Phase 2, Special Assessment Revenue Bonds		
Interest Rates:	2.375%, 2.875%, 3.375%, 4.000%	
Maturity Date:	5/1/2051	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$72,381	
Reserve Fund Balance	\$72,381	
Bonds Outstanding - 3/5/21		\$2,580,000
Less: Principal Payment - 5/1/22		(\$55,000)
Current Bonds Outstanding		\$2,525,000

Series 2021Phase 4A/5A, Special Assessment Revenue Bonds		
Interest Rates:	2.500%, 3.125%, 3.600%, 4.000%%	
Maturity Date:	5/1/2051	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	\$75,350	
Reserve Fund Balance	\$75,350	
Bonds Outstanding - 3/19/21		\$2,660,000
Less: Principal Payment - 5/1/22		(\$55,000)
Current Bonds Outstanding		\$2,605,000

Tohoqua
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2022

Gross Assessments \$ 412,340.00 \$ 146,228.39 \$ 154,005.37 \$ 712,573.76
Net Assessments \$ 387,599.60 \$ 137,454.69 \$ 144,765.05 \$ 669,819.33

ON ROLL ASSESSMENTS

Date	Distribution	Gross Amount	Discount/Penalty	Commission	Interest	Net Receipts	57.87%	20.52%	21.61%	100.00%
							General Fund	Series 2018 Debt Service	Series 2021 - LN Ph2	Total
11/22/21	ACH	\$11,380.76	(\$455.24)	(\$218.51)	\$0.00	\$10,707.01	\$6,195.75	\$2,197.20	\$2,314.06	\$10,707.01
12/08/21	ACH	\$561,941.86	(\$22,477.95)	(\$10,789.28)	\$0.00	\$528,674.63	\$305,924.39	\$108,490.16	\$114,260.08	\$528,674.63
12/22/21	ACH	\$50,300.23	(\$2,012.06)	(\$965.76)	\$0.00	\$47,322.41	\$27,383.72	\$9,711.11	\$10,227.58	\$47,322.41
01/10/22	ACH	\$8,188.76	(\$245.65)	(\$158.86)	\$0.00	\$7,784.25	\$4,504.45	\$1,597.42	\$1,682.38	\$7,784.25
02/10/22	ACH	\$63,288.83	(\$1,313.36)	(\$1,265.78)	\$0.00	\$60,709.69	\$35,130.45	\$12,458.33	\$13,120.91	\$60,709.69
03/10/22	ACH	\$2,486.00	(\$24.36)	(\$49.72)	\$0.00	\$2,411.92	\$1,395.69	\$494.95	\$521.28	\$2,411.92
04/08/22	ACH	\$13,670.82	\$0.00	(\$273.42)	\$0.00	\$13,397.40	\$7,752.58	\$2,749.30	\$2,895.52	\$13,397.40
06/17/22	ACH	\$1,355.99	\$0.00	(\$27.12)	\$0.00	\$1,328.87	\$768.97	\$272.70	\$287.20	\$1,328.87
TOTAL		\$ 712,613.25	\$ (26,528.62)	\$ (13,748.45)	\$ -	\$ 672,336.18	\$ 389,056.00	\$ 137,971.17	\$ 145,309.01	\$ 672,336.18

100%	Net Percent Collected
0	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

Tohoqua Development Group, LLC 2022-01					
Net Assessments				\$88,883.78	\$88,883.78
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund
10/4/21	10/1/21	Wire	\$88,883.78	\$88,883.78	\$88,883.78
\$ 88,883.78				\$ 88,883.78	\$ 88,883.78

Pulte Home Company, LLC 2022-02						
Net Assessments				\$394,756.77	\$244,055.96	\$150,700.81
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund	Series 2021-PT Ph4/5 Debt
11/22/21	12/1/21	95008502	\$197,378.39	\$197,378.39	\$122,027.98	\$75,350.41
2/22/22	2/1/22	95010223	\$98,689.19	\$98,689.19	\$61,013.99	\$37,675.20
4/28/22	5/1/22	95011535	\$98,689.19	\$98,689.19	\$61,013.99	\$37,675.20
\$ 394,756.77				\$ 394,756.77	\$ 244,055.96	\$ 150,700.81

Lennar Homes, LLC 2022-03					
Net Assessments				\$335,185.20	\$335,185.20
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund
1/21/22	11/1/21	1726696	\$167,592.60	\$167,592.60	\$167,592.60
5/10/22	2/1/22	1798217	\$83,796.30	\$83,796.30	\$83,796.30
6/24/22	5/1/22	1821111	\$83,796.30	\$83,796.30	\$83,796.30
\$ 335,185.20				\$ 335,185.20	\$ 335,185.20

SECTION 3



TOHOQUA

TOHOQUA RESIDENTS' CLUB

MONTHLY REPORT

OCTOBER 1, 2022

September 2022:

RESIDENTS' CLUB

FACILITY REPORT:

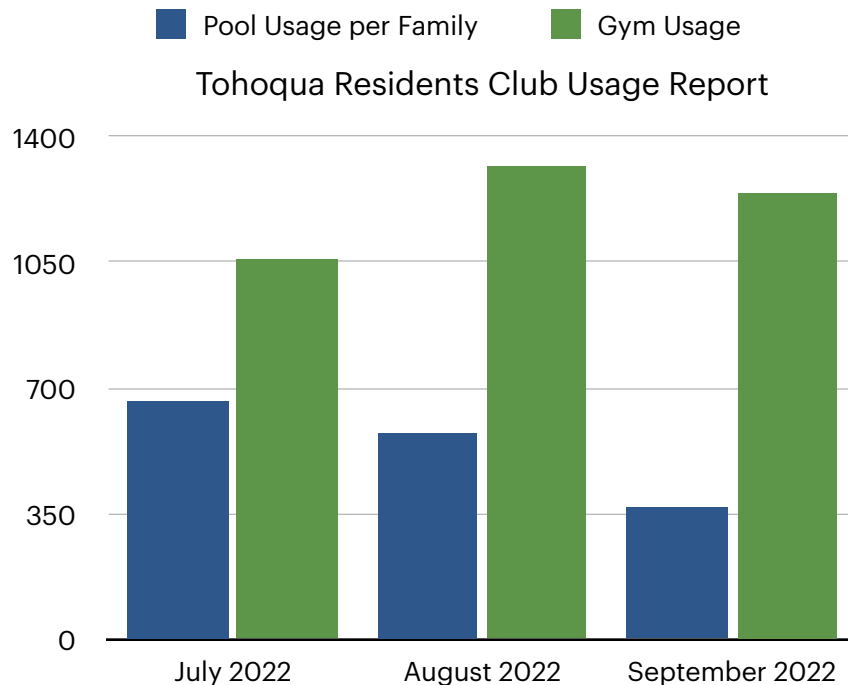
- The facilities are up and running smoothly.
- We continue to issue access cards and giving new homeowners the welcome package and orientation.
- Maintenance is performed weekly.
- Clubhouse Rentals in September: 2

● September Events Recap:

- * **Bye Bye Summer Pool Bash** - Cancelled due to inclement weather.
- * **Food Truck Social:** OVN Stone Fire Pizza sold 18 orders.
- * **Beer, Wine & Cheese** - Cancelled due to Hurricane Ian.

● Events Scheduled for October:

- * **Residents Business Fair:** Saturday, October 15th
- * **Food Truck Social:** Tuesday, October 18th
- * **Empty Nesters Social Gathering:** Wednesday, October 26th



SECTION 4

SECTION i



August 2, 2022

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.

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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: _____