

Tohoqua
Community Development District

Agenda

August 2, 2023

AGENDA

Tohoqua

Community Development District

219 East Livingston Street, Orlando, Florida 32801

Phone: 407-841-5524 – Fax: 407-839-1526

July 26, 2023

**Board of Supervisors
Tohoqua Community
Development District**

Dear Board Members:

The regular meeting of the Board of Supervisors of **Tohoqua Community Development District** will be held **Wednesday, August 2, 2023 at 9:00 AM at the Tohoqua Amenity Center, 1830 Fulfillment Drive, Kissimmee, Florida 34744**. Following is the advance agenda for the meeting:

1. Roll Call
2. Public Comment Period
3. Approval of Minutes of the May 3, 2023 Board of Supervisors Meeting
4. Public Hearing
 - A. Consideration of Resolution 2023-10 Adopting the Fiscal Year Budget and Relating to the Annual Appropriations
 - B. Consideration of Resolution 2023-11 Imposing Special Assessments and Certifying and Assessment Roll
5. Consideration of Resolution 2023-12 Approving Conveyance of Real Property to Lennar Homes, LLC
6. Consideration of Cost Sharing Agreement between District and Neptune Road Investments, LLC
7. Consideration of Drainage Easement between District and Neptune Road Investments, LLC
8. Presentation of Fiscal Year 2022 Financial Audit
9. Consideration of Landscape & Irrigation Maintenance Agreement with United Land Services
10. Consideration of Coverall Service Agreement
11. Ratification of Series 2022 Phase 3/6 Requisition No. 3
12. Ratification of Series 2022 Phase 3/6 Requisition No. 4
13. Staff Reports
 - A. Attorney
 - i. Discussion of Memo Regarding Ethics Training
 - B. Engineer
 - i. Review of Annual Engineer's Report
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Amenity Manager's Report
 - iv. Review of Fiscal Year 2024 Meeting Schedule
14. Other Business
15. Supervisors Requests
16. Adjournment

MINUTES

**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, **May 3, 2023** 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 (<i>via phone</i>) | District Engineer |
| Alan Scheerer | Field Manager |
| Marcia Calleja | CALM |
| Larissa Diaz | CALM |

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: We just have Board Members and staff here.

THIRD ORDER OF BUSINESS

**Approval of Minutes of the March 1, 2023
Board of Supervisors Meeting**

Mr. Flint: Did the Board have any comments or corrections to those?

Mr. Vidrine: No.

Mr. Flint: We need a motion to approve them.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Minutes of the March 1, 2023 Board of Supervisors Meeting were approved as presented.

FOURTH ORDER OF BUSINESS

**Consideration of Resolution 2023-08
Approving the Fiscal Year 2024 Proposed
Budget and Setting a Public Hearing**

Mr. Flint: Each year the Board is required by June 15th to approve a proposed budget and set the hearing date. We are recommending your August 2nd Board meeting at 9:00 a.m. at this location, for the public hearing. Exhibit ‘A’ attached to the resolution is the proposed budget. I apologize for lateness of it going out, but we were working on it as late as last night. It’s still a work in progress, but it’s not binding on the Board. It’s the start of the budget process. So, you’ll have an opportunity to make changes and modify this between now and at the Public Hearing in August. If there was any proposed increase in the per unit assessments, we would need to know that early enough to be able to do the mailed notice and advertising that is required for an assessment increase. Right now, the per unit amounts would remain the same, but there will be some adjustments on the revenue end, the expense side. Right now, we just balanced the budget with the developer contribution line, but we expect that there will be some changes in the assessment revenue and also some reductions on the expense side. The Phase 8 expenses are in there, but we don’t believe those will be coming on until later in Fiscal Year 2024. Probably no homes will be closed in 2024. If they are, they would be very late in the fiscal year. So, our plan would be in Phase 8, to just assess the pro-rated portion of the admin cost of Phase 8. Regarding the commercial area and apartments that we’re in the process of de-annexing, right now we don’t have any revenue in here associated with those. If they remain in the District, there would be assessment revenue. If they are out of the District, there’s going to be a Cost Share Agreement. Right now, we don’t have anything in here associated with that and we’ll need to be adding that in. So, there are some adjustments. Today, we’re just trying to comply with the obligation of approving a Proposed Budget and setting the Public Hearing. Then we can refine these numbers in the next three months. Are there any questions on the resolution or the budget? If not, we need a motion to approve Resolution 2023-08.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor Resolution 2023-08 Approving the Proposed Budget for Fiscal Year 2024 and Setting a Public Hearing for August 2, 2023 at 9:00 a.m. at this location was adopted.

FIFTH ORDER OF BUSINESS

**Consideration of Resolution 2023-09
Extending Terms to Coincide with the
General Election**

Mr. Flint: Resolution 2023-09 extends the terms of office for the Board Members. The CDD was created in an odd numbered year and the State encourages the terms of office to be in even numbered years, because eventually these seats will transition to General Election. There will be a General Election process every two years in November on even numbered years. We have three seats that would be coming up this November, Rob’s Chris’ and John’s. This resolution extends the terms of all five seats forward to even numbered years. So, instead of those seats coming up in November of 2023, they come up in November of 2024. Then two seats that would be up in November of 2026 instead of November of 2025. In essence, it gives an extra year of control by the landowner because of the landowner election process. I might have stolen your thunder, Kristen. Do you want to add anything else?

Ms. Trucco: No. You covered it perfectly. You are permitted under the Florida Statutes, to extend Board of Supervisor terms. We’re just extending the terms to coincide with the General Election.

Mr. Vidrine: Great.

Mr. Flint: Are there any questions on the resolution? If not, we need a motion to approve it.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor Resolution 2023-09 Extending Terms to Coincide with the General Election was adopted.

SIXTH ORDER OF BUSINESS

Ratification of Series 2022 Requisition #1

Mr. Flint: We have two requisitions to be ratified. Requisition #1 is for the Phase 3/6 bond issue. The first requisition is Requisition #1 with Poulos & Bennett for their time in putting together the requisition and all of the associated work. It is for \$7,285. We need a motion to ratify Requisition #1.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor Requisitions #1 for Series 2022 was approved.

SEVENTH ORDER OF BUSINESS

Ratification of Series 2022 Requisition #2

Mr. Flint: The next one is Requisition #2. At your last meeting, you approved Resolution 2023-06, authorizing the conveyances and items necessary to process this requisition. However, we originally referred to Requisition #1 in that resolution. Because of the delay in processing that requisition, in the meantime, we processed this other payment as Requisition #1.

A. Acceptance of Amended Resolution 2023-06

Mr. Flint: You have an amended Resolution 2023-06. The only change is to change the reference from Requisition #1 to Requisition #2. The first item would be ratifying Requisition #2. The report is in your agenda. Mr. Eric Warren is on the phone if you have questions. It's for \$984,235 to reimburse impact fee payments.

Mr. Warren: It's the reimbursement of costs associated with the reclaimed water main, sewer main and storm sewer located within the City of St. Cloud public right-of-way (ROW).

Mr. Flint: Okay.

Mr. Warren: It also included some Bill of Sales from Lennar to the CDD and from the CDD to the city.

Mr. Flint: There's a very extensive report attached to the requisition. Are there any questions? It will be sent to the Trustee today to be funded. Are there any questions on the requisition?

Mr. Vidrine: No questions.

Mr. Flint: Is there a motion to ratify Requisition #2?

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor Requisition #2 for Series 2022 was approved.

Mr. Flint: Kristen, the only change to Resolution 2023-06 is changing the reference from Requisition #1 to Requisition #2.

Ms. Trucco: Exactly.

Mr. Flint: We need a motion to approve the amended Resolution 2023-06.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor Resolution 2023-06 Approving the Conveyance of Improvements Relating to Phase 3/6 for the Series 2022 Bonds (Phase 3/6 Project) Requisition Number 2; Approving All Documents to Effectuate Such Conveyance and Providing for Severability and an Effective Date was adopted.

EIGHTH ORDER OF BUSINESS

Presentation of Series 2021 Phase 2 and Series 2021 Phase 4A/5A Arbitrage Rebate Calculation Reports

Mr. Flint: We have the Arbitrage Rebate Calculation Report for the Series 2021 bonds for the Phase 2 project dated March 5, 2021 and for the Phase 4A/5A project dated March 19, 2021. We are required to do this calculation under the IRS to ensure that we are not earning more interest than we are paying. You can see for the Phase 2 bond issue, we have a negative rebatable arbitrage of \$91,862, which means there is no arbitrage issue. For the Phase 4A/5A bond issue, we have negative arbitrage of \$97,037. Are there any questions on those reports? If not, we need a motion to accept them.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Arbitrage Rebate Calculation Reports for Series 2021 Phase 2 and Series 2021 Phase 4A/5A were approved.

NINTH ORDER OF BUSINESS

Ratification of Easement Agreement for Tract C Stormwater for Pool Construction

Mr. Flint: We had a homeowner that is constructing a pool. This is an easement that allows them to cross some CDD property. We have done this before with other homeowners. It's a standard easement and provides some protections to the CDD. It requires them to repair anything that might be damaged and restore the area to the extent that there is damage to the sod, sidewalks or curbs. There's also some indemnification language in here that protects the District. I signed this last month because of them needing to get underway with their construction and I'm just asking the Board to ratify it. Are there any questions?

Mr. Vidrine: No questions.

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

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Easement Agreement for Tract C Stormwater for Pool Construction was approved.

TENTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Mr. Flint: Kristen?

Ms. Trucco: I'll be quick. I don't have any updates for the Board, but I can confirm that we are moving forward with the petition for contraction and expansion. We are pretty much there. We got all of the exhibits and the petition together and are ready to move forward with filing it, probably within the next month. I need some signatures from the Chairman, but otherwise, we are moving forward with it.

Mr. Vidrine: That's great.

Ms. Trucco: That's all I have for today.

B. Engineer

Mr. Flint: Eric, do you have anything for the Board?

Mr. Warren: I don't have anything additional, unless there are any questions for me.

Mr. Flint: Are there any questions for Eric? I don't see any, Eric. I appreciate it.

C. District Manager's Report

i. Approval of Check Register

Mr. Flint: You have the Check Register from February 1, 2023 through March 31, 2023 for the General Fund, Checks #658 through #702 in the total amount of \$182,934.44. The detailed register is behind the summary. If the Board has any questions, we can discuss those. If not, we need a motion to approve it.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Check Register from February 1, 2023 through March 31, 2023 in the amount of \$182,934.449 was approved.

i. Balance Sheet and Income Statement

Mr. Flint: You have the Unaudited Financials through March 31st. If the Board has any questions, we can address those. No action is required by the Board.

ii. Amenity Manager’s Report

Ms. Diaz: Good morning. Four Palm trees were replaced on the pool deck. A new pool access gate was installed at the gym building. Five new doggie pot stations were installed around the community. Additional security cameras were installed in the Amenity Center. Additional wildlife signs were installed due to a high volume of gator complaints. You will also see the events recap for March and April and events schedule for May as well as the pool usage for the last three months and pictures of the March and April events. Are there any questions?

Mr. Vidrine: It looks like you get more and more people every time.

Ms. Diaz: Yeah.

Mr. Vidrine: That’s great.

iii. Presentation of Number of Registered Voters – 812

Mr. Flint: We have 812 registered voters and have tripped the 250 registered voter requirement. The other requirement is for the District to be in existence for six years. The District was created in 2017, so we tripped the six years and 250 voters. Based on the resolution that you just approved, the first two seats will transition to General Election in November of 2024. They would have transitioned this year, but we pushed that to an even number year; two more seats will transition in 2026 and the last seat in 2028. No action is required by the Board.

• Field Manager’s Report - *Added*

Mr. Flint: Alan, do you have a Field Manager’s Report?

Mr. Scheerer: Yeah. If everybody has not met Chris with GMS, he is in the back. He has been doing a great job assisting me with day-to-day inspections on the property and meeting with vendors as needed, if I can’t make it. He’s doing a really good job and I want to recognize him for that. As Larissa said, the Palm trees were replaced on the pool deck. We’ve been going through a full audit of all the plant material in the community. We replaced+ peanut on the end caps in Cross Prairie East and some other plants throughout the main entrance on Tohoqua Boulevard, around the Amenity Center and playground areas. Today the mulch company is beginning their bed dressing installation. We’re starting on Tohoqua Boulevard up to Cross Prairie Parkway. We are going to move into the playground areas and replenish playground mulch as well. The Amenity Center will be done. The Phase 2 areas will be done. That will happen over the course of the next few days, maybe a week and then we will start on Cross

Prairie Parkway to the west and we'll get those. Irrigation repairs are ongoing. We renewed the subscription that we have with Baseline to continue our remote monitoring. We have some sod replacement along some medians in Phase 2 that suffered from high pH. That's being treated right now. We are going to do a supplemental sulfur application for that particular median in question, probably within the new two weeks. We have done a full and pest application along with some turf weeds. I just confirmed with United Land that on Thursday and Friday, they are going to do another weed treatment throughout the community. As a note, we are still needing the Phase 6 street trees, between the sidewalk and curb. We also need the pergola. I know that Marcus indicated that there was a permitting issue.

Mr. Hooker: It is happening.

Mr. Scheerer: We're still dealing with construction damage in Phase 6. I sent some pictures to Juan yesterday. Maybe Lennar can put up their, "*No Parking*" sign. The problem is they park on the house side and traffic is going around cars. So, we may need to revisit that later on, once everything is done and you guys are out of there and get some plants replaced there and some more sod. We're dealing with the same thing in Phase 4 with Pulte. I will be working with Jeff. He's pretty reasonable. It's a high traffic area, obviously, but we are getting some overlap from some of the construction vehicles in there. Chris and I will be reviewing all of the street trees in the community for sizing in some of these new areas, just to make sure that we have an understanding of what the basic size is, whether its 2 inches or 3 inches, between the sidewalk and the curb. We'll be going through and auditing all of the street trees in the community as well. Other than that, we had an algae problem in the Phase 2 pond. It looks like they have that under control for right now. We are grateful for Mother Nature and her rain.

Mr. Hooker: Send me pictures of anything that is damaged like the trees.

Mr. Scheerer: Okay. I haven't been including her.

Mr. Hooker: Absolutely put her on.

Mr. Scheerer: I would be happy to deal with her.

Mr. Hooker: If she has a question, she can deal with me, but she is my accuracy person.

Mr. Scheerer: Okay.

Mr. Hooker: In addition to Juan. It is kind of whoever can get there first, but she would most likely be dealing with it.

Mr. Scheerer: Have you indicated to her what is happening?

Mr. Hooker: Yes. We are constructing it. We should be starting this month.

Mr. Scheerer: Okay. Perfect. We'll keep an eye on that. Other than that, I think the place looks a lot better. The bed dressing is going to help. The new plants are going to help. The rain helps keep the irrigation consistent. So, we'll just stay on top of that.

Mr. Flint: There are some weeds in the turf.

Mr. Scheerer: That's what I talked about. On Thursday and Friday, they are doing another application.

Mr. Vidrine: Thank you for your inspections and staying on top of it. As we move through cycles of construction, it ebbs and flows.

Mr. Scheerer: I appreciate your input, Mark's as well. That keeps us on task and keeps our perspective where it needs to be. The community is getting huge. Thank you all very much.

Mr. Hooker: Thank you.

Mr. Flint: Are there any questions for Alan or amenity staff? Hearing none,

ELEVENTH ORDER OF BUSINESS Other Business

Mr. Flint: Are there any other items that the Board wanted to discuss that was not on the agenda? There being no comments, the next item followed.

TWELFTH ORDER OF BUSINESS Supervisors Requests

Mr. Flint: Are there any Supervisors Requests? Hearing no comments, we need a motion to adjourn.

THIRTEENTH ORDER OF BUSINESS Adjournment

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the meeting was adjourned.

Secretary / Assistant Secretary

Chairman / Vice Chairman

SECTION IV

SECTION A

RESOLUTION 2023-10

THE ANNUAL APPROPRIATION RESOLUTION OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT (“DISTRICT”) RELATING TO THE ANNUAL APPROPRIATIONS AND ADOPTING THE BUDGETS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023, AND ENDING SEPTEMBER 30, 2024; AUTHORIZING BUDGET AMENDMENTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the District Manager has, prior to the fifteenth (15th) day in June 2023, submitted to the Board of Supervisors (“**Board**”) of the Tohoqua Community Development District (“**District**”) proposed budgets (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023, and ending September 30, 2024 (“**Fiscal Year 2023/2024**”) along with an explanatory and complete financial plan for each fund of the District, pursuant to the provisions of Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, at least sixty (60) days prior to the adoption of the Proposed Budget, the District filed a copy of the Proposed Budget with the local governing authorities having jurisdiction over the area included in the District pursuant to the provisions of Section 190.008(2)(b), *Florida Statutes*; and

WHEREAS, the Board set a public hearing thereon and caused notice of such public hearing to be given by publication pursuant to Section 190.008(2)(a), *Florida Statutes*; and

WHEREAS, the District Manager posted the Proposed Budget on the District’s website at least two days before the public hearing; and

WHEREAS, Section 190.008(2)(a), *Florida Statutes*, requires that, prior to October 1st of each year, the Board, by passage of the Annual Appropriation Resolution, shall adopt a budget for the ensuing fiscal year and appropriate such sums of money as the Board deems necessary to defray all expenditures of the District during the ensuing fiscal year; and

WHEREAS, the District Manager has prepared a Proposed Budget, whereby the budget shall project the cash receipts and disbursements anticipated during a given time period, including reserves for contingencies for emergency or other unanticipated expenditures during the fiscal year.

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

SECTION 1. BUDGET

- a. The Board has reviewed the Proposed Budget, a copy of which is on file with the office of the District Manager and at the District’s Local Records Office, and hereby approves certain amendments thereto, as shown in Section 2 below.

- b. The Proposed Budget, attached hereto as **Exhibit "A,"** as amended by the Board, is hereby adopted in accordance with the provisions of Section 190.008(2)(a), *Florida Statutes ("Adopted Budget")*, and incorporated herein by reference; provided, however, that the comparative figures contained in the Adopted Budget may be subsequently revised as deemed necessary by the District Manager to reflect actual revenues and expenditures.
- c. The Adopted Budget, as amended, shall be maintained in the office of the District Manager and at the District's Local Records Office and identified as "The Budget for the Tohoqua Community Development District for the Fiscal Year Ending September 30, 2024."
- d. The Adopted Budget shall be posted by the District Manager on the District's official website within thirty (30) days after adoption and shall remain on the website for at least 2 years.

SECTION 2. APPROPRIATIONS

There is hereby appropriated out of the revenues of the District, for Fiscal Year 2023/2024, the sum of \$_____ to be raised by the levy of assessments and/or otherwise, which sum is deemed by the Board to be necessary to defray all expenditures of the District during said budget year, to be divided and appropriated in the following fashion:

| | |
|----------------------|---------|
| TOTAL GENERAL FUND | \$_____ |
| DEBT SERVICE FUND(S) | \$_____ |
| TOTAL ALL FUNDS | \$_____ |

SECTION 3. BUDGET AMENDMENTS

Pursuant to Section 189.016, *Florida Statutes*, the District at any time within Fiscal Year 2023/2024 or within 60 days following the end of the Fiscal Year 2023/2024 may amend its Adopted Budget for that fiscal year as follows:

- a. A line-item appropriation for expenditures within a fund may be decreased or increased by motion of the Board recorded in the minutes, and approving the expenditure, if the total appropriations of the fund do not increase.
- b. The District Manager or Treasurer may approve an expenditure that would increase or decrease a line-item appropriation for expenditures within a fund if the total appropriations of the fund do not increase and if either (i) the aggregate change in the original appropriation item does not exceed the greater of \$15,000

or 15% of the original appropriation, or (ii) such expenditure is authorized by separate disbursement or spending resolution.

- c. Any other budget amendments shall be adopted by resolution and consistent with Florida law.

The District Manager or Treasurer must ensure that any amendments to the budget under paragraph c. above are posted on the District’s website within 5 days after adoption and remain on the website for at least 2 years.

SECTION 4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 5th DAY OF JULY 2023.

ATTEST:

**TOHOQUA COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: FY 2023/2024 Budget

*Fiscal Year 2024 Budget to be provided
under separate cover*

SECTION B

RESOLUTION 2023-11

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT MAKING A DETERMINATION OF BENEFIT AND IMPOSING SPECIAL ASSESSMENTS FOR FISCAL YEAR 2023/2024; PROVIDING FOR THE COLLECTION AND ENFORCEMENT OF SPECIAL ASSESSMENTS, INCLUDING BUT NOT LIMITED TO PENALTIES AND INTEREST THEREON; CERTIFYING AN ASSESSMENT ROLL; PROVIDING FOR AMENDMENTS TO THE ASSESSMENT ROLL; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Tohoqua Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

WHEREAS, the District is located in Osceola County, Florida ("**County**"); and

WHEREAS, the District has constructed or acquired various infrastructure improvements and provides certain services in accordance with the District's adopted capital improvement plan and Chapter 190, *Florida Statutes*; and

WHEREAS, the Board of Supervisors ("**Board**") of the District hereby determines to undertake various operations and maintenance and other activities described in the District's budget ("**Adopted Budget**") for the fiscal year beginning October 1, 2023, and ending September 30, 2024 ("**Fiscal Year 2023/2024**"), attached hereto as **Exhibit "A;"** and

WHEREAS, the District must obtain sufficient funds to provide for the operation and maintenance of the services and facilities provided by the District as described in the Adopted Budget; and

WHEREAS, the provision of such services, facilities, and operations is a benefit to lands within the District; and

WHEREAS, Chapter 190, *Florida Statutes*, provides that the District may impose special assessments on benefitted lands within the District; and

WHEREAS, it is in the best interests of the District to proceed with the imposition of the special assessments for operations and maintenance in the amount set forth in the Adopted Budget; and

WHEREAS, the District has previously levied an assessment for debt service, which the District desires to collect for Fiscal Year 2023/2024; and

WHEREAS, Chapter 197, *Florida Statutes*, provides a mechanism pursuant to which such special assessments may be placed on the tax roll and collected by the local tax collector (“**Uniform Method**”), and the District has previously authorized the use of the Uniform Method by, among other things, entering into agreements with the Property Appraiser and Tax Collector of the County for that purpose; and

WHEREAS, it is in the best interests of the District to adopt the assessment roll (“**Assessment Roll**”) attached to this Resolution as **Exhibit “B,”** and to certify the portion of the Assessment Roll related to certain developed property (“**Tax Roll Property**”) to the County Tax Collector pursuant to the Uniform Method and to directly collect the portion of the Assessment Roll relating to the remaining property (“**Direct Collect Property**”), all as set forth in **Exhibit “B;”** and

WHEREAS, it is in the best interests of the District to permit the District Manager to amend the Assessment Roll adopted herein, including that portion certified to the County Tax Collector by this Resolution, as the Property Appraiser updates the property roll for the County, for such time as authorized by Florida law.

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

SECTION 1. BENEFIT & ALLOCATION FINDINGS. The provision of the services, facilities, and operations as described in **Exhibit “A”** confers a special and peculiar benefit to the lands within the District, which benefit exceeds or equals the cost of the assessments. The allocation of the assessments to the specially benefitted lands is shown in **Exhibits “A” and “B,”** and is hereby found to be fair and reasonable.

SECTION 2. ASSESSMENT IMPOSITION. Pursuant to Chapters 170, 190 and 197, *Florida Statutes*, and using the procedures authorized by Florida law for the levy and collection of special assessments, a special assessment for operation and maintenance is hereby imposed and levied on benefitted lands within the District and in accordance with **Exhibits “A” and “B.”** The lien of the special assessments for operations and maintenance imposed and levied by this Resolution shall be effective upon passage of this Resolution. Moreover, pursuant to Section 197.3632(4), *Florida Statutes*, the lien amount shall serve as the “maximum rate” authorized by law for operation and maintenance assessments.

SECTION 3. COLLECTION AND ENFORCEMENT; PENALTIES; INTEREST.

A. **Tax Roll Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Tax Roll Property shall be collected at the same time and in the same manner as County taxes in accordance with the Uniform Method, as set forth in **Exhibits “A” and “B.”**

- B. Direct Bill Assessments.** The operations and maintenance special assessments and previously levied debt service special assessments imposed on the Direct Collect Property shall be collected directly by the District in accordance with Florida law, as set forth in **Exhibits “A” and “B.”** Assessments directly collected by the District are due in full on October 1, 2023; provided, however, that, to the extent permitted by law, the assessments due may be paid in several partial, deferred payments and according to the following schedule: 50% due no later than October 1, 2023, 25% due no later than February 1, 2024 and 25% due no later than May 1, 2024. In the event that an assessment payment is not made in accordance with the schedule stated above, the whole assessment – including any remaining partial, deferred payments for Fiscal Year 2023/2024, shall immediately become due and payable; shall accrue interest, penalties in the amount of one percent (1%) per month, and all costs of collection and enforcement; and shall either be enforced pursuant to a foreclosure action, or, at the District’s sole discretion, collected pursuant to the Uniform Method on a future tax bill, which amount may include penalties, interest, and costs of collection and enforcement. Any prejudgment interest on delinquent assessments shall accrue at the rate of any bonds secured by the assessments, or at the statutory prejudgment interest rate, as applicable. In the event an assessment subject to direct collection by the District shall be delinquent, the District Manager and District Counsel, without further authorization by the Board, may initiate foreclosure proceedings pursuant to Chapter 170, *Florida Statutes*, or other applicable law to collect and enforce the whole assessment, as set forth herein.
- C. Future Collection Methods.** The decision to collect special assessments by any particular method – e.g., on the tax roll or by direct bill – does not mean that such method will be used to collect special assessments in future years, and the District reserves the right in its sole discretion to select collection methods in any given year, regardless of past practices.

SECTION 4. ASSESSMENT ROLL. The Assessment Roll, attached to this Resolution as **Exhibit “B,”** is hereby certified for collection. That portion of the Assessment Roll which includes the Tax Roll Property is hereby certified to the County Tax Collector and shall be collected by the County Tax Collector in the same manner and time as County taxes. The proceeds therefrom shall be paid to the District.

SECTION 5. ASSESSMENT ROLL AMENDMENT. The District Manager shall keep apprised of all updates made to the County property roll by the Property Appraiser after the date of this Resolution, and shall amend the Assessment Roll in accordance with any such updates, for such time as authorized by Florida law, to the County property roll. After any amendment of the Assessment Roll, the District Manager shall file the updates in the District records.

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

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect upon the passage and adoption of this Resolution by the Board.

PASSED AND ADOPTED this 5th day of July 2023.

ATTEST:

**TOHOQUA COMMUNITY DEVELOPMENT
DISTRICT**

Secretary / Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Budget

Exhibit B: Assessment Roll (Uniform Method)
Assessment Roll (Direct Collect)

| ParcelID | Units | Type | O&M | 2018 Debt | 2021 Debt (Phase 2) | 2021 Debt (4A/5A) | 2023 Debt (3&6) | 2023 Debt (4B/5B) | Total |
|--------------------------------|---------------|-----------|-----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-----------------------|
| 06-26-30-5348-0001-1120 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1130 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1140 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1150 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1160 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1170 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1180 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1190 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1200 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1210 | 1 | TH | \$498.00 | | | | \$412.61 | | \$910.61 |
| 06-26-30-5348-0001-1220 | 1 | TH | \$498.00 | | | | \$412.61 | | \$910.61 |
| 06-26-30-5348-0001-1230 | 1 | TH | \$498.00 | | | | \$412.61 | | \$910.61 |
| 06-26-30-5348-0001-1240 | 1 | TH | \$498.00 | | | | \$412.61 | | \$910.61 |
| 06-26-30-5348-0001-1250 | 1 | TH | \$498.00 | | | | \$412.61 | | \$910.61 |
| 06-26-30-5348-0001-1260 | 1 | TH | \$498.00 | | | | \$412.61 | | \$910.61 |
| 06-26-30-5348-0001-1270 | 1 | TH | \$498.00 | | | | \$412.61 | | \$910.61 |
| 06-26-30-5348-0001-1280 | 1 | TH | \$498.00 | | | | \$412.61 | | \$910.61 |
| 06-26-30-5348-0001-1290 | 1 | TH | \$498.00 | | | | \$412.61 | | \$910.61 |
| 06-26-30-5348-0001-1300 | 1 | TH | \$498.00 | | | | \$412.61 | | \$910.61 |
| 06-26-30-5348-0001-1310 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1320 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1330 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1340 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1350 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1360 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1370 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1380 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1390 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1400 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1410 | 1 | 32 | \$584.00 | | | | \$911.13 | | \$1,495.13 |
| 06-26-30-5348-0001-1420 | 1 | 50 | \$913.00 | | | | \$1,423.64 | | \$2,336.64 |
| 06-26-30-5348-0001-1430 | 1 | 50 | \$913.00 | | | | \$1,423.64 | | \$2,336.64 |
| 06-26-30-5348-0001-1440 | 1 | 50 | \$913.00 | | | | \$1,423.64 | | \$2,336.64 |
| 06-26-30-5348-0001-1450 | 1 | 50 | \$913.00 | | | | \$1,423.64 | | \$2,336.64 |
| 06-26-30-5348-0001-1460 | 1 | 50 | \$913.00 | | | | \$1,423.64 | | \$2,336.64 |
| 06-26-30-5348-0001-1470 | 1 | 50 | \$913.00 | | | | \$1,423.64 | | \$2,336.64 |
| 06-26-30-5348-0001-1480 | 1 | 50 | \$913.00 | | | | \$1,423.64 | | \$2,336.64 |
| 06-26-30-5348-0001-1490 | 1 | 50 | \$913.00 | | | | \$1,423.64 | | \$2,336.64 |
| 06-26-30-5348-0001-1500 | 1 | 50 | \$913.00 | | | | \$1,423.64 | | \$2,336.64 |
| 06-26-30-5348-0001-1510 | 1 | 50 | \$913.00 | | | | \$1,423.64 | | \$2,336.64 |
| 06-26-30-5348-0001-1520 | 1 | 50 | \$913.00 | | | | \$1,423.64 | | \$2,336.64 |
| 06-26-30-5348-0001-1530 | 1 | 50 | \$913.00 | | | | \$1,423.64 | | \$2,336.64 |
| 06-26-30-5348-0001-1540 | 1 | 50 | \$913.00 | | | | \$1,423.64 | | \$2,336.64 |
| 06-26-30-5348-0001-1550 | 1 | 50 | \$913.00 | | | | \$1,423.64 | | \$2,336.64 |
| Total Gross Onroll | 1280 | | \$894,967.00 | \$146,228.39 | \$154,005.37 | \$160,320.01 | \$160,585.12 | \$164,042.11 | \$1,680,148.00 |
| Total Net Onroll | | | \$841,268.98 | \$137,454.69 | \$144,765.05 | \$150,700.81 | \$150,950.01 | \$154,199.58 | \$1,579,339.12 |
| Acres | | | | | | | | | |
| 26-25-29-3140-0031-0080 | 70.31 | Phase 7 | \$225,050.00 | | | | | | \$225,050.00 |
| 26-25-29-3140-0031-0110 | 42.27 | Phase 4C | \$163,096.00 | | | | | | \$163,096.00 |
| 26-25-29-3140-0026-0130 | 48.70 | Phase 8 | \$14,990.84 | | | | | | \$14,990.84 |
| 26-25-29-3140-0027-0030 | 22.71 | Phase 8 | \$6,990.59 | | | | | | \$6,990.59 |
| 26-25-29-3140-0030-0210 | 2.63 | Phase 8 | \$809.57 | | | | | | \$809.57 |
| 05-26-30-5220-0006-0010 | 44.33 | Mixed Use | \$43,681.78 | | | | | | \$43,681.78 |
| 05-26-30-5341-0001-00F0 | 13.83 | Mixed Use | \$13,627.77 | | | | | | \$13,627.77 |
| 05-26-30-5210-0013-0010 | 13.97 | Mixed Use | \$13,765.72 | | | | | | \$13,765.72 |
| Total Gross Direct | 258.75 | | \$482,012.28 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$482,012.28 |
| Total Net Direct | | | \$453,091.54 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$453,091.54 |
| Total Gross Assessments | | | \$1,376,979.28 | \$146,228.39 | \$154,005.37 | \$160,320.01 | \$160,585.12 | \$164,042.11 | \$2,162,160.28 |
| Total Net Assessments | | | \$1,294,360.52 | \$137,454.69 | \$144,765.05 | \$150,700.81 | \$150,950.01 | \$154,199.58 | \$2,032,430.66 |

SECTION V

RESOLUTION 2023-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF REAL PROPERTY TO LENNAR HOMES, 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 and/or transfer real property 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, Lennar Homes, LLC, a Florida limited liability company (hereinafter “Lennar”), has requested the transfer of certain real property tracts, identified in Exhibit “A” attached hereto, from the District to Lennar in order to resolve a title issue caused by re-platting of the property in the “TOHOQUA - PHASE 7” plat, recorded in Plat Book 33, Page 139 of the Official Records of Osceola County, Florida, as more particularly described in the Quit Claim Deed and Certificate of District Engineer, collectively attached hereto as Exhibit “A” (the “Conveyance Documents”); and

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

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 the Transfer of the Real Property. The Board hereby approves the transfer of the real property described in Exhibit "A," from the District to Lennar, 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 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 7th day of June, 2023.

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT**

Attest:

Print: George Flint
Title: Secretary

By: _____
Name: Andre Vidrine
Title: Chairman

EXHIBIT "A"

CONVEYANCE DOCUMENTS

1. Quit Claim Deed
2. Certificate of District Engineer

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

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

QUIT CLAIM DEED

THIS QUIT CLAIM DEED made as of this ____ day of _____, 2023 by **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, Florida community development district (the “Grantor”) whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, to **LENNAR HOMES, LLC**, a Florida limited liability company (the “Grantee”) whose address is 5505 Blue Lagoon Drive, Miami, Florida 33126.

(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 situate in Osceola County, 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 together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

This Quit Claim Deed has been prepared without reference to any title work such as a title insurance commitment, title insurance policy or survey.

[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”

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

(Signature)

(Print Name)

(Signature)

(Print Name)

By: _____

Print: _____

Title: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of _____, 2023, by Andre Vidrine, as Chairman of **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on behalf of the Tohoqua Community Development District. Said person is [] personally known to me or [] has produced _____ as identification.

(SEAL)

Notary Public; State of Florida

Print Name: _____

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

EXHIBIT "A"

Description of the Property

[See attached.]

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of Fulfillment Drive, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida; being more particularly described as follows:

Begin at the Northwest corner of Fulfillment Drive, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida; thence the following two (2) courses and distances along the West boundary line of said TOHOQUA – PHASE 7: thence S24°16'34"W, a distance of 151.46 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 5,211.75 feet and a Central Angle of 01°40'16"; thence run Southwesterly along the arc of said curve, a distance of 152.00 feet (Chord Bearing = S26°52'20"W, Chord = 152.00 feet); thence departing said West boundary line, run S62°17'32"E, a distance of 5.21 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 5,000.00 feet and a Central Angle of 03°28'47"; thence run Northeasterly along the arc of said curve, a distance of 303.66 feet (Chord Bearing = N25°32'11"E, Chord = 303.61 feet) to a point on the North boundary line of TOHOQUA – PHASE 7; thence N64°53'43"W, along said North line, a distance of 4.99 feet to the Point of Beginning.

Containing 1,436 square feet or 0.03 acres, more or less.



ABBREVIATIONS/LEGEND

| | |
|--------|-----------------------|
| SEC. | SECTION |
| O.R.B. | OFFICIAL RECORDS BOOK |
| PGS. | PAGES |
| TEMP. | TEMPORARY |
| R | RADIUS |
| L | LENGTH |
| CB | CHORD BEARING |
| CD | CHORD DISTANCE |
| Δ | CENTRAL ANGLE |
| ⊙ | DESCRIPTIVE POINT |
| NT | NON-TANGENT |
| ● | POINT OF REFERENCE |

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS. THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY. NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: **LENNAR**

| | | | |
|----------------|-------------------|--------------|--|
| DATE OF SKETCH | 5/18/20232 | REVISIONS | |
| SCALE | 1" = 50' | | |
| F.B. | PAGE | | |
| SECTION | 06 | | |
| TWP. | 26 S., RNG. 30 E. | | |
| JOB NO. | 21-439 | SHEET 1 OF 2 | <div style="text-align: right;">  <p>JOHNSTON'S SURVEYING INC 900 Cross Prairie Parkway, Kissimmee, Florida 34744 Tel. (407) 847-2179 Fax (407) 847-6140</p> </div> <div style="text-align: right; margin-top: 10px;">  <p>5/22/2023</p> </div> <div style="text-align: right; margin-top: 5px;"> <p>RICHARD D. BROWN, P.S.M #5700 (DATE)</p> <p><small>NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.</small></p> </div> |

CERTIFICATE OF DISTRICT ENGINEER

Tohoqua Community Development District

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 transfer, for ownership, operation and maintenance, certain real property described in Exhibit “A” attached hereto and incorporated herein (collectively, the “Property”), to Lennar Homes, LLC, a Florida limited liability company.

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

4. That the conveyance of the Property resolves a title issue caused by re-platting in Phase 7, specifically by the “TOHOQUA – PHASE 7” plat, recorded in Plat Book 33, Page 139 of the Official Records of Osceola County, Florida.

[Signature provided on following page.]

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER

Tohoqua Community Development District

DATED: _____, 2023

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

Witness: _____

Print: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of () physical presence or () online notarization, this ___ day of _____, 2023, 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

PROPERTY

[See attached.]

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

A parcel of land being a portion of Fulfillment Drive, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida; being more particularly described as follows:

Begin at the Northwest corner of Fulfillment Drive, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida; thence the following two (2) courses and distances along the West boundary line of said TOHOQUA – PHASE 7: thence S24°16'34"W, a distance of 151.46 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 5,211.75 feet and a Central Angle of 01°40'16"; thence run Southwesterly along the arc of said curve, a distance of 152.00 feet (Chord Bearing = S26°52'20"W, Chord = 152.00 feet); thence departing said West boundary line, run S62°17'32"E, a distance of 5.21 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 5,000.00 feet and a Central Angle of 03°28'47"; thence run Northeasterly along the arc of said curve, a distance of 303.66 feet (Chord Bearing = N25°32'11"E, Chord = 303.61 feet) to a point on the North boundary line of TOHOQUA – PHASE 7; thence N64°53'43"W, along said North line, a distance of 4.99 feet to the Point of Beginning.

Containing 1,436 square feet or 0.03 acres, more or less.


ABBREVIATIONS/LEGEND

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| SEC. | SECTION |
| O.R.B. | OFFICIAL RECORDS BOOK |
| PGS. | PAGES |
| TEMP. | TEMPORARY |
| R | RADIUS |
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NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT). THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS. THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY. NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: **LENNAR**

| | | | |
|----------------|-------------------|--------------|--|
| DATE OF SKETCH | 5/18/20232 | REVISIONS |  <p style="font-size: small;">900 Cross Prairie Parkway, Kissimmee, Florida 34744 Tel. (407) 847-2179 Fax (407) 847-6140</p> <p style="font-size: x-small;">  5/22/2023 </p> <p style="font-size: small;">RICHARD D. BROWN, P.S.M #5700 (DATE)</p> <p style="font-size: x-small;">NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.</p> |
| SCALE | 1" = 50' | | |
| F.B. | PAGE | | |
| SECTION | 06 | | |
| TWP. | 26 S., RNG. 30 E. | | |
| JOB NO. | 21-439 | SHEET 1 OF 2 | |

SECTION VI

**This instrument prepared by
and should be returned to:**

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

**COST SHARING AGREEMENT FOR
OPERATION AND MAINTENANCE OF SHARED INFRASTRUCTURE**

THIS COST SHARING AGREEMENT FOR OPERATION AND MAINTENANCE OF SHARED INFRASTRUCTURE (this "Agreement") is made and entered into this ___ day of _____, 20__ ("Effective Date") by and between **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, a community development district formed pursuant to Chapter 190, *Florida Statutes* ("District"), and **NEPTUNE ROAD INVESTMENTS, LLC**, a Florida limited liability company ("Neptune"). District and Neptune are hereinafter sometimes referred to separately as a "Party" and collectively as "Parties".

RECITALS

A. The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (the "Act").

B. The District was created by Osceola County by the adoption of Ordinance No. 2017-57 adopted on August 14, 2017 (the "District Ordinance"), pursuant to the Act;

C. Pursuant to the Act and the District Ordinance, the District is presently authorized to construct, acquire, operate and maintain infrastructure improvements and services as set forth in Section 190.012(1), *Florida Statutes*, for which the District may impose, levy and collect non-ad valorem special assessments on land within the boundaries of the District.

D. The real property lying within the external boundaries of the District (the "District Property") is described in the District Ordinance.

E. Neptune owns certain parcels of real property as depicted and described on "Exhibit A" attached hereto (the "Neptune Property"), which property is immediately adjacent to the District Property (collectively, the District Property and the Neptune Property shall be referred to herein as the "Overall Property"). The District Property and the Neptune Property are located within the Tohoqua master planned community located in the City of St. Cloud (the "Tohoqua Development").

F. The District and/or Neptune has or shall have, as part of its improvement plan for the District, acquired, constructed, installed or created, *inter alia*, certain infrastructure improvements, and the

District will provide certain maintenance and repair services with respect to the foregoing improvements or otherwise, within and/or adjacent to both the District Property and the Neptune Property, with such improvements and services generally being described as facilities operation and maintenance, repair and replacement, maintenance, lighting and replacement of landscaping, installation operation, maintenance, repair and replacement of an irrigation system for such landscaping, and maintenance, repair, replacement and operation of the master stormwater management and drainage system for the Tohoqua Development, within those areas designated as "Shared Maintenance Areas" as set forth on the site plan (the "Site Plan") attached hereto as Exhibit "B" (collectively, the "Shared Maintenance Areas").

G. District has agreed to provide, procure, operate, maintain, repair, replace and insure, as applicable, the Shared Maintenance Areas, including the provision of those services as are more fully set forth below, as may be appropriate from time to time (the "Shared Services"), as such Shared Services confer a special and direct benefit on the District.

H. Neptune acknowledges that the Shared Maintenance Areas and the Shared Services with respect thereto confer a special and direct benefit on the Neptune Property.

I. Neptune has agreed to pay the Neptune Fair Share (as hereinafter defined) of the costs and expenses incurred by District in accordance with this Agreement with respect to the Shared Services.

J. The Parties desire to enter into this Agreement to memorialize their agreements regarding the Shared Maintenance Areas, the Shared Services, the Neptune Fair Share and certain other matters more particularly set forth below in this Agreement.

AGREEMENTS

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each Party, District and Neptune covenant and agree as follows:

1. The Shared Services and the Costs Thereof. The Shared Services shall include the following improvements and services:

- (i) Landscape maintenance and replacement services, and lighting for portions of the right of way of Neptune Road, Tohoqua Boulevard and Cross Prairie Parkway as depicted on the Site Plan;
- (ii) Maintenance, repair, replacement and operation of the master stormwater management and drainage system for the Tohoqua Development as depicted on the Site Plan; and
- (iii) Irrigation maintenance and repairs for those irrigation improvements located within the Shared Maintenance Areas.

The District shall provide Neptune with at least thirty (30) days prior notice of its annual meeting to approve a draft annual District budget which includes expenses that would affect the Neptune Fair Share, along with copies of the proposed budget for such fiscal year. In the event the Parties are unable to agree upon a budget amount and scope of services for a given fiscal year with respect to the Shared Services before the District's board is set to approve its final budget, then costs and expenses related to the Shared Services for such fiscal year shall be subject to the following conditions:

(a) Year over year increases in the Neptune Fair Share and/or the District Fair Share shall not increase by more than seven percent (7%) of the prior year's Neptune Fair Share and/or District Fair Share, as the case may be, or the year over year change in the Price Index (as hereinafter defined), whichever is less (the "Cap"), without such party's prior written consent. The Price Index shall mean the United States Department of Labor, Bureau of Labor Statistics Consumer Price Index of All Urban Consumers (CPI-U), "All Items," South Region, (1982-1984 = 100). The Cap shall be measured based upon actual year over year increases in the Neptune Fair Share or the District Fair Share and the year over year change in the Price Index, each determined as of the end of each fiscal year of the District as compared to the immediately prior fiscal year end.

(b) Expenses and costs incurred in providing the Shared Services that are the result of maintenance, operation or repairs due to life, health or safety issues, acts of God or other emergencies, or newly imposed regulatory or legal requirements, shall not be counted toward calculating the Cap.

Notwithstanding anything contained herein to the contrary, the District may without the prior consent of Neptune increase the scope of the Shared Services and/or increase the costs and expenses related to the Shared Services above the Cap so long as the District is solely responsible for any costs and expenses related thereto which exceed the Cap. In addition, subject to the District's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed, Neptune may request that the District increase the scope of the Shared Services and/or increase the costs and expenses related to the Shared Services above the Cap so long as Neptune is solely responsible for any costs and expenses related thereto which exceed the Cap, and Neptune provides funds for such increased costs and expenses to the District prior to the District entering into any contract(s) for such services.

The District shall also provide Neptune reasonable prior notice when the District intends to issue bid requests for any of the operational maintenance work associated with the Shared Services, when the anticipated amount of such maintenance work exceeds the bid thresholds set forth in Chapter 190.033, Florida Statutes.

2. District Activities. District agrees to individually or collectively, as the case may be, construct, install, provide, procure, operate, maintain, repair, replace and insure, as applicable, the Shared Maintenance Areas, as appropriate, all subject to Neptune's payment of the Neptune Fair Share, as described herein and in accordance with maintenance standards that are commensurate with those maintenance standards of performance found at the typical Class "A" mixed-use developments in the St. Cloud, Florida market area. The Shared Services performed pursuant to this Agreement shall comply in all respects with Applicable Law (as defined herein) and any other governmental restrictions that otherwise limit the ability of the District to perform the Shared Services.

3. Cost Sharing: Neptune Fair Share; District Fair Share. Prior to any sale from Neptune to another owner, Neptune may assign its obligations hereunder, after written notice to the District, to a commercial property owners' association. For any parcels within the Neptune Property for which a certificate of occupancy has not yet been issued for by the applicable governmental authority Neptune agrees to pay to the District such parcel's proportionate share of the Administrative Fee [One Hundred Dollars (\$100.00) per gross acre] (the "Administrative Fee"). Commencing on the date a certificate of occupancy has been issued by the applicable governmental authority for improvements constructed on a parcel of the Neptune Property, and so long as the District is performing the Shared Services, Neptune agrees to pay to the District such parcel's Proportionate Share, as defined below, of an amount equal to seven and thirty-seven one hundredths percent (7.37%) share (the "Neptune Fair Share") of the District's annual budget for operation and maintenance, including any contingency items and reserves established by

the District and included in the District's annual budget for operation and maintenance, provided that the Neptune Fair Share shall not exceed the Cap each fiscal year. Until a parcel is issued a certificate of occupancy, Neptune shall pay the Administrative Fee for such parcel.

The District agrees to be responsible for remaining share (the "District Fair Share") of the District's annual budget for operation and maintenance. As used herein, the term "Proportionate Share" shall mean that proportion which the number of gross acres contained within a portion of the Neptune Property bears to the total gross acres contained within the District Property, expressed as a percentage. The Neptune Fair Share and District Fair Share for purposes of this Agreement shall not include any share of any costs or expenses associated with the initial construction of roadways, sidewalks, retention ponds, bike paths, landscaping areas, irrigation systems or any additional public-purpose infrastructure improvements benefiting only the District Property and not the Neptune Property. Notwithstanding any other provision of this Agreement, the parties agree that District shall not be obligated to fund any activities that are not contemplated by the District's adopted budget, that are in excess of the District Fair Share, or that benefit only the Neptune Property and not the District Property.

4. Payment of Neptune Fair Share. The Neptune Fair Share shall be paid by Neptune in two semi-annual installments per year on dates determined by the District.

In the event Neptune assigns its obligations hereunder in accordance with the terms and conditions of this Agreement, the assignee shall be obligated to pay the Neptune Fair Share in two semi-annual installments per year on dates determined by the District.

Each installment of the Neptune Fair Share shall be paid by Neptune (or its assignee, as applicable) to District within thirty (30) days after Neptune (or its assignee) receives District's written request for payment of the amount due. Any installment of the Neptune Fair Share not paid within the said thirty (30) days shall accrue interest at the official prime rate of interest ("Prime") published from time to time by Truist Bank, its successors and assigns, plus three percent (3%), from the date due to the date of payment, and Neptune (or its assignee) shall also pay all costs and expenses, including but not limited to the fees and costs referred to in Section 26 below, incurred by the District to collect the delinquent payment.

5. Security for Neptune's Fair Share. If Neptune shall fail to pay the Neptune Fair Share as and when due, then District shall provide written notice of such failure to Neptune (the "Second Notice"). If Neptune fails to pay District within thirty (30) days after receipt of the Second Notice, then District and Neptune agree that the parties shall agree to meet with a mutually acceptable mediator in Orlando, Florida at a mutually agreeable time (but not later than sixty (60) days after the Second Notice) to discuss such Neptune's failure to pay the Neptune Fair Share (the "Fair Share Mediation"); the cost of the mediator shall be shared equally by Neptune and the District (unless, in the sole, reasonable discretion of the mediator, the failure to pay was due to the gross negligence or willful misconduct of one party, then the cost shall be paid solely by that party). If the parties cannot agree to the mediator, or during mediation cannot agree on the terms of the Fair Share Mediation, or if after such Fair Share Mediation Neptune does not pay the Neptune Fair Share as determined by the Fair Share Mediation, then one hundred twenty (120) days after the Second Notice, District shall have the right to file a continuing lien upon the Neptune Property for all payments past due and owing under the terms of this Agreement and for interest thereon, and for reasonable attorneys' fees, paralegals' fees, expenses and court costs incurred by the District incident to the collection of funds under this Agreement or for enforcement of this lien, and all sums advanced and paid by the District for taxes and payment on account of superior interests, liens and encumbrances in order to preserve and protect the District's lien hereunder. The District Manager, in its reasonable discretion, is hereby authorized by the District to file a notice of lien for on behalf of the District without the need of further District action authorizing or directing such filing. Such notice of lien shall be effective and become a lien upon recording

of such notice of lien in the Public Records of Osceola County, Florida. The District may bring an action at law against the record title holder to the Neptune Property to pay the amount due under this Agreement or may foreclose the lien against the Neptune Property in any manner authorized by law. The District shall partially release any filed lien for portions of the Neptune Property comprising right of way or common areas within a plat, as necessary for approval of such plat, and shall partially release any filed lien for portions of the Neptune Property subject to a plat if and when Neptune has demonstrated, in the District's reasonable discretion, that such release will not materially impair the ability of the District to enforce the collection of funds hereunder.

Neptune may impose and collect the Neptune Fair Share payments through property owners' association (the "Association") assessments (backed by lien rights) levied against the Neptune Property. In the event that Neptune imposes and collects the Neptune Fair Share through Association assessments (backed by lien rights), then thereafter the District shall not file a notice of lien upon the entire Neptune Property upon failure of Neptune to pay the Neptune Fair Share, but rather in the event that the Association fails to pay the Neptune Fair Share within such one hundred twenty (120) day period after the Second Notice, the District may file a notice of lien against the portion of the Neptune Property which has not paid to the Association the Proportionate Share of the Neptune Fair Share. Notwithstanding any method Neptune may utilize to generate the funds necessary to pay the Neptune Fair Share, if Neptune shall not have created a separately incorporated owners' association to be responsible for the Neptune Fair Share, then Neptune shall remain liable for the timely payment of the Neptune Fair Share.

6. Easements. In order to permit the District to perform its obligations under this Agreement, Neptune does hereby grant to the District, its agents, employees, successors and assigns, a perpetual non-exclusive easement over, under and through the relevant portions of the Neptune Property as shown on Exhibit B, including but not limited to access easements and easements to perform installation, construction, maintenance, repair and replacement, to the improvements within, under or upon the Shared Maintenance Areas as required by this Agreement, any governmental permits in the name of the District, or otherwise.

7. Representations and Warranties.

(a) District. District represents and warrants to Neptune as follows: District is a community development district duly organized and validly existing in the State of Florida and it is qualified to conduct business in the State of Florida. District has the full right, capacity, power and authority to enter into and perform its obligations under this Agreement. No approvals, authorizations or consents of any person or entity other than District are necessary in connection with this Agreement.

(b) Neptune. Neptune represents and warrants to District as follows: Neptune Road Investments, LLC is a Florida limited liability company duly organized and validly existing in the State of Florida and it is qualified to conduct business in the State of Florida. Neptune has the full right, capacity, power and authority to enter into and perform its obligations under this Agreement. No approvals, authorizations or consents of any person or entity other than Neptune are necessary in connection with this Agreement.

8. Neptune's Obligations. All obligations of Neptune under this Agreement under are absolute, unconditional, primary and direct.

9. Covenants Running With the Land; Successors and Assigns. The covenants, terms, and conditions set forth in this Agreement shall attach to and run with the properties described herein. The

covenants, terms, and conditions set forth in this Agreement are binding on the Parties, their successors, and assigns. Neither the District nor Neptune may assign this Agreement or any of its rights or obligations hereunder (whether outright or as security for any debt) without first obtaining the other Party's written consent to the assignment, which consent may not be unreasonably withheld, and complying with the requirements of this Agreement.

Notwithstanding the foregoing, Neptune may, upon sixty (60) days' prior written notice to the District, assign all or a portion of its obligations hereunder to (i) a duly formed and validly existing master, commercial property owners' association with jurisdiction over all of the Neptune Property; (ii) a parent, subsidiary or affiliated entity of Neptune; or (iii) a purchaser of all or portions of the Neptune Property. Provided, however, that prior to such assignment, Neptune shall be required to furnish either: i) a cash deposit, or ii) a satisfactory, irrevocable letter of credit listing the District as obligee, to be drawn at the District's reasonable discretion for payments of all or a portion of the Neptune Fair Share (the District must approve in advance, in its reasonable discretion, the terms, form and the issuing financial institution of such letter of credit, which approval shall not be unreasonably withheld, conditioned or delayed). The cash deposit or the letter of credit shall be in an amount of not less than two year's payment of the Neptune Fair Share (to be based on greater of the amount proposed in the current year's District budget, or fifty percent (50%) of the actual amount of the cost of the Shared Services for the prior year), and upon payment in full by Neptune or the Association, as applicable, before the same become delinquent of the Neptune Fair Share for the first two (2) fiscal years of the District following the deposit with the District of such cash deposit or letter of credit, then the District shall return the cash deposit or letter of credit to Neptune. Neptune shall provide the district with all agreements and documents evidencing any assignment and the District may record the same, or an amendment to this Agreement to such assignments, with the prior approval or signature of Neptune or its assignee, which approval shall not be unreasonably withheld, conditioned or delayed. An assignment shall not be effective and Neptune shall not be dismissed until the requirements of this section are satisfied.

No assignment pursuant to this Agreement shall release the Neptune Property from the covenants, terms, and conditions herein contained.

Notwithstanding anything herein to the contrary, upon compliance with the requirements of this section regarding assignment, Neptune shall not have any further liability under this Agreement.

10. Termination for Non-Performance or Non-Payment.

In the event the District fails or is unable to perform the Shared Services for a period of twelve (12) months after its receipt of written notice from Neptune to the District, Neptune may elect to perform the Shared Services itself; subject, however, to Neptune obtaining, from the City or any other entity having ownership or jurisdiction over the Shared Maintenance Area, any necessary approvals, easements or permits in order to perform such activities. In the event Neptune elects to perform the Shared Services, the District shall not be responsible any costs or expenses of the Shared Services and the District's obligations under this Agreement shall terminate. The District shall cooperate with Neptune and the City in supporting such an election by Neptune.

In the event Neptune fails or is unable to pay the Neptune Fair Share, or any installment thereof, for a period of twelve (12) months after its receipt of written notice from the District, the District may assign or allow to revert or return to the City the maintenance of the improvements covered by the Shared Services located within any City right of way or otherwise, without the consent of or prior notice to Neptune, and the District's obligations hereunder shall terminate.

11. Notices. All notice or other communication required or permitted by this Agreement shall be in writing and may be delivered in person (by hand delivery or professional messenger service) to either Party or may be sent by registered or certified mail, with postage prepaid, return receipt requested or delivered by Express Mail of the U.S. Postal Service or Federal Express or any other courier service guaranteeing overnight delivery, charges prepaid and addressed as follows:

If to District: Tohoqua Community Development District
c/o Governmental Management Services
219 E. Livingston Street
Orlando, FL 32801
Attention: District Manager

With a copy to: Latham, Luna, Eden & Beaudine, LLP
201 South Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, Esq.

If to Neptune: Nelson Mullins Riley & Scarborough
390 N. Orange Ave., Suite 1400
Orlando, FL 32801
Attention: Jo Thacker, Esq.

Upon assignment of this Agreement pursuant to the terms of this Agreement, notice shall be provided to the District within thirty (30) days of such assignment, and notices shall be delivered to the address shown on the Osceola County Property Appraiser's website.

Any such notice or other communication sent by registered or certified mail, return receipt requested, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. Notices delivered by overnight service shall be deemed to have been given on the next business day after delivery of the same to such overnight service courier. Any notice or other document sent by any other manner shall be effective only upon actual receipt thereof. Any Party may change its address for purposes of this section by giving notice to the other Party as provided herein.

12. Relationship of the Parties. Neither Party is authorized to make or enter into, nor shall any Party make or enter into, any contract, agreement, understanding or commitment purporting to bind the other Party, and no contract, agreement, understanding or commitment purporting to bind either Party hereto shall be effective or binding, unless or until such contract, agreement, understanding or commitment is accepted in writing by the Party to be bound. This Agreement does not create or evidence any partnership or joint venture between District and Neptune.

13. Third Party Beneficiaries. There are no third party beneficiaries of this Agreement.

14. District a Public Entity: Public Records. Neptune recognizes that District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes. Neptune understands and agrees that all documents of any kind provided to District in connection with this Agreement are public records and are treated as such in accordance with Florida law. Also, any books, documents (other than any original, signed counterparts of this Agreement belonging to Neptune), records, correspondence or other information kept or obtained by District or furnished by District to Neptune in connection with the activities contemplated herein, and any

District records related to this Agreement, are property of District. If and to the extent that any such books, documents, records, correspondence or other information are public records under Chapter 119, Florida Statutes, District shall be entitled to permit the inspection and copying of such public records by members of the public pursuant to Chapter 119, Florida Statutes, and Neptune agrees to make any such public records, or copies thereof, in Neptune's possession available to District for that purpose.

15. Indemnification. To the extent permissible by law and as limited by Section 16 of this Agreement, the District hereby agrees to indemnify and hold harmless, and agrees to defend, Neptune and Neptune's agents, officers, and employees from and against, and to compensate and reimburse Neptune for, all claims, damages, liabilities, losses, expenses, and attorneys' fees arising out of or resulting from the unpermitted entry onto the Neptune Property by District or the District's employees, agents and contractors, or the negligence or willful act or omission of the District or the District's employees, agents and contractors, except to the extent caused by any negligent or willful act or omission of Neptune or Neptune's employees or agents, officers.

16. Sovereign Immunity. Neptune agrees that nothing in this Agreement shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, as amended or other statutes or law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

17. Insurance. Notwithstanding any provision to the contrary in this Agreement, District hereby agrees to maintain comprehensive broad form general liability insurance (the "Insurance Policy"). The Insurance Policy shall be no less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and shall cover any loss, liability, or property damage or personal injury arising from entry on the Neptune Property by District or the District's employees, agents and contractors, or the negligence or willful act or omission of the District or the District's employees, agents and contractors. The Insurance Policy must be endorsed to name Neptune as an additional insured and must be issued by one or more insurance companies authorized to transact business in the State of Florida. District shall present to Neptune, upon demand and within a reasonable period of time, a certificate of insurance evidencing the insurance coverage required by this Section. The amount of the Insurance Policy shall be increased as the parties may reasonably require from time to time to account for inflation, or generally increased insurance settlements, or jury verdicts, or court judgments. Neptune shall be entitled to recover up to the full amounts of the policy limits afforded by such general liability insurance, the provisions of Section 16 above and the benefits and immunities of sovereign immunity under the Constitution and statutes of the State of Florida afforded to District notwithstanding.

18. Recordation. The District shall cause this Agreement to be recorded, at District's expense, in the Public Records of Osceola County, Florida.

19. Entire Agreement, Amendments. This Agreement (together with all exhibits attached hereto) contains all of the agreements of the Parties with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be modified, amended or waived except by a written instrument signed by both Parties, unless specifically provided for herein.

20. Effective Date: Term. This Agreement will take effect on the date on which the last of Neptune and the District executes this Agreement and a fully executed copy is delivered to each of the Parties (the "Effective Date"), notwithstanding the date of execution by the parties hereto, and shall continue for a period of fifty (50) years unless and until such time as this Agreement is terminated in writing by both parties hereto as evidenced by a termination recorded in the public records of Osceola County,

Florida, or as otherwise provided herein. The parties agree that this Agreement may not be terminated for the first five (5) years after the Effective Date (other than a partial termination of this Agreement for non-payment by Neptune as provided in Section 10).

21. Incorporation of Recitals and Exhibits. All of the recitals set forth at the beginning of this Agreement and all exhibits attached to this Agreement and referred to in this Agreement are hereby incorporated in this Agreement as though fully set forth herein.

22. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated, and the Parties agree to substitute for the invalid or unenforceable provision a valid and enforceable provision that most closely approximates the intent and economic effect of the invalid or unenforceable provision.

23. Governing Law and Venue. This Agreement and all related documents shall be governed by, and construed in accordance with, the laws of the State of Florida (excluding its conflicts of laws provisions). Venue for any action arising out of or relating to this Agreement and any related document shall lie solely in a court of competent jurisdiction in Orange County, Florida and the corresponding courts of appeal.

24. Applicable Law. For the purposes of this Agreement, the term "Applicable Law" shall mean all existing and future applicable laws, rules, regulations, statutes, treaties, codes, ordinances, permits, certificates, and orders by any governmental authority with jurisdiction over the Overall Property, and applicable judgments, decrees, injunctions, writs, orders or like action of any court, arbitrator or other administrative, judicial or quasi judicial tribunal or agency of competent jurisdiction, including but not limited to those pertaining to (a) health, safety or the environment, (b) the provision, etc., of the Shared Maintenance Areas, (c) the regulation, preservation, maintenance and creation of wetlands areas, the Endangered Species Act of 1973, as provided for in 16 USC §§ 1531 et seq., as amended from time to time, together with any other federal, state or local wildlife, vegetation or habitat protection acts, (d) the regulation, maintenance or preservation of archeological conditions, and (e) all building, zoning and fire codes and all permits, licenses, authorizations and regulations relating to the provision or operation of the Shared Maintenance Areas, as well as any City of St. Cloud ordinances applicable to the Overall Property.

25. No Waiver or Election of Remedies. The waiver by one Party of the performance of any covenant, condition or promise, or of the time for performing any act, under this Agreement shall not invalidate this Agreement nor shall it be considered a waiver by such Party of any other covenant, condition or promise, or of the time for performing any other act required, under this Agreement. The exercise of any remedy provided in this Agreement shall not be a waiver of any consistent remedy provided by law, and the provisions of this Agreement for any remedy shall not exclude any other remedy permitted by this Agreement.

26. Full Participation and Legal Advice; Construction of Agreement: Headings. Each Party has fully participated in the negotiation and preparation of this Agreement and each Party has received independent legal advice from its attorneys with respect to the advisability of executing this Agreement and the meaning of the provisions hereof. The provisions of this Agreement shall be construed as to the fair meaning and not for or against any Party based upon any attribution of such Party as the sole source of the language in question. The section headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

27. Remedies. A default by either party under this Agreement shall entitle the other Party to all remedies available at law or in equity, which shall include but shall not be limited to reimbursement of costs and expenses and suit for damages (excluding speculative damages) and/or specific performance.

28. Prevailing Party Attorneys' Fees and Costs. If either Party institutes an action or proceeding for a declaration of the rights of the Parties under this Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, this Agreement, or in the event any Party is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing Party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

29. Time: Force Majeure. Time shall be of the essence as to all dates and times of performance under this Agreement. Notwithstanding the foregoing, in the event the deadline for the performance of an action or the giving of a notice falls on a Saturday, Sunday or national holiday, or any period provided for in this Agreement shall expire on a Saturday, Sunday or national holiday, then the date for the performance of such action or giving of such notice, or the expiration date of such period, as applicable, shall be automatically extended to midnight of the next following business day. Also, any provision of this Agreement to the contrary notwithstanding, any failure or delay of either Party to perform as provided under this Agreement shall not be a breach of this Agreement, and any applicable deadline shall be automatically extended, if and to the extent such failure or delay results from any of the following ("Force Majeure"): act of God, inclement weather, discovery of any adverse physical or environmental condition of the Property, moratorium or other stop work order issued by any Governmental Authority, delay caused by any Governmental Authority in approving or issuing, or in refusing to issue or approve, any license, permit or approval required for any work required to be performed by this Agreement, litigation, labor disputes, material shortage, terrorist act, war, sabotage, theft, vandalism, riot or civil commotion, delay caused by the other Party or any third party, or other cause beyond the delayed Party's reasonable control.

(Signatures follow on subsequent pages)

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by their lawful representatives hereunto duly authorized on the date or dates set forth below.

DISTRICT

ATTEST:

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT, a community
development district formed pursuant to
Chapter 190, Florida Statutes**

By: _____
Name: _____

By: _____
Name: _____
Title: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__, by _____ as _____ of TOHOQUA COMMUNITY DEVELOPMENT DISTRICT, a community development district formed pursuant to Chapter 190, Florida Statutes, for and on behalf of said district. He/She is personally known to me OR produced _____ as identification.

(Signature of Notary Public)

[END OF THIS PAGE· CONTINUED ON NEXT PAGE.]

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed by their lawful representatives hereunto duly authorized on the date or dates set forth below.

WITNESSES

Name printed: _____

Name printed: _____

NEPTUNE

**NEPTUNE ROAD INVESTMENTS, LLC,
a Florida limited liability company**

By: _____

Name: _____

Title: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ___ day of _____, 20__, by _____ as _____ of NEPTUNE ROAD INVESTMENTS, LLC, a Florida limited liability company, for and on behalf of said company. He is personally known to me OR produced _____ as identification.

(Signature of Notary Public)

EXHIBIT "A"

Depiction of Neptune Property

LEGAL DESCRIPTION

PARCEL 1

A portion of Tracts D and F, TOHOQUA – PHASE 1, as recorded in Plat Book 26, Pages 173 through 181 of the Public Records of Osceola County, Florida and a portion of Lot 1, Block 31, TOLUGA MANOR – UNIT C, as recorded in Plat Book 1, Page 193 of the Public Records of Osceola County, Florida being more particularly described as follows:
BEGIN at the Southwest corner of Tract A, TOHOQUA – PHASE 1, as recorded in Plat Book 26, Pages 173 through 181 of the Public Records of Osceola County, Florida; thence run N83°37'36"E, a distance of 60.00 feet; thence run N08°22'24"W, a distance of 60.00 feet; thence run S83°37'36"W, a distance of 30.00 feet; thence run N06°22'24"W, a distance of 42.51 feet; thence run N29°18'33"E, a distance of 151.11 feet; thence run S60°36'31"E, a distance of 256.92 feet to the Point of Curvature of a curve concave to the North, having a Radius of 50.00 feet and a Central Angle of 90°05'09"; thence run Easterly along the arc of said curve, a distance of 78.61 feet (Chord Bearing = N74°20'54"E, Chord = 70.76 feet) to the Point of Tangency; thence run S29°19'E, a distance of 373.00 feet to the Point of Curvature of a curve concave to the West, having a Radius of 50.00 feet and a Central Angle of 89°54'52"; thence run Northerly along the arc of said curve, a distance of 78.47 feet (Chord Bearing = N15°39'07"W, Chord = 70.66 feet) to the Point of Tangency; thence run N60°36'33"W, a distance of 50.58 feet; thence run N29°22'49"E, a distance of 324.36 feet to a point on the South Right of Way line of Neptune Road as described in Official Records Book 4294, Pages 2340 through 2349 of the Public Records of Osceola County, Florida; thence run S60°29'39"E, along said South Right of Way line, a distance of 630.17 feet; thence run S38°10'47"E, a distance of 21.48 feet to a point on the Westerly Right of Way of Tohoqua Boulevard; thence along said Westerly Right of Way the following eight (8) courses: run S29°30'49"W, a distance of 144.26 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 458.00 feet and a Central Angle of 05°25'00"; thence run Southwesterly along the arc of said curve, a distance of 43.30 feet (Chord Bearing = S32°13'19"W, Chord = 43.28 feet) to the Point of Tangency; thence run S34°55'40"W, a distance of 67.34 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 542.00 feet and a Central Angle of 05°37'30"; thence run Southwesterly along the arc of said curve, a distance of 53.21 feet (Chord Bearing = S32°07'04"W, Chord = 53.19 feet) to the Point of Tangency; thence run S29°18'19"W, a distance of 223.72 feet; thence run S27°55'50"W, a distance of 100.12 feet; thence run S28°18'34"W, a distance of 140.51 feet to the Point of Curvature of a curve concave to the North, having a Radius of 25.00 feet and a Central Angle of 87°27'20"; thence run Westerly along the arc of said curve, a distance of 38.16 feet (Chord Bearing = S72°02'15"W, Chord = 34.56 feet) to a point on the Northerly Right of Way of Cross Prairie Parkway, being on a Non-Tangent curve, concave to the South, having a Radius of 1,211.33 feet and a Central Angle of 32°05'45"; thence along said Northerly Right of Way the following three (3) courses: run Westerly along the arc of said curve, a distance of 678.56 feet (Chord Bearing = N80°18'16"W, Chord = 669.72 feet); thence run S63°38'52"W, a distance of 114.62 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 90°00'00"; thence run Northwesterly along the arc of said curve, a distance of 39.27 feet (Chord Bearing = N51°22'24"W, Chord = 35.36 feet); thence run N06°22'24"W, a distance of 55.00 feet to the POINT OF BEGINNING.
LESS the following parcel:
Lot 3, Block 31, TOLUGA MANOR – UNIT C, as recorded in Plat Book 1, Page 193 of the Public Records of Osceola County, Florida.
Containing 12.95 acres, more or less.

PARCEL 2

A portion of TOLUGA MANOR – UNIT A, as recorded in Plat Book 1, Page 129 of the Public Records of Osceola County, Florida and a portion of TOLUGA MANOR – UNIT B, as recorded in Plat Book 1, Page 139 of the Public Records of Osceola County, Florida being more particularly described as follows:
BEGIN at the Northwest corner of Tract OS-1, TOHOQUA – PHASE 5A, as recorded in Plat Book 30, Pages 175 through 179 of the Public Records of Osceola County, Florida; thence run S66°56'31"E, along the North line of said TOHOQUA – PHASE 5A and the North line of TOHOQUA – PHASE 5B, as recorded in Plat Book 30, Pages 175 through 179 of the Public Records of Osceola County, Florida, and an extension thereof, a distance of 1,507.75 feet to a point on the Westerly Right of Way of Florida Turnpike; thence run N15°27'25"W, along said Westerly Right of Way, a distance of 208.99 feet; thence run N60°36'31"W, a distance of 48.24 feet; thence run N29°18'33"E, a distance of 48.57 feet to a point on said Westerly Right of Way; thence run N15°27'25"W, along said Westerly Right of Way, a distance of 1,471.75 feet; thence run N60°27'56"W, a distance of 505.94 feet to a point on the South Right of Way line of Neptune Road as described in Official Records Book 6294, Pages 2340 through 2349 of the Public Records of Osceola County, Florida; thence along said South Right of Way line the following two (2) courses: run N62°34'21"W, a distance of 456.69 feet; thence run N60°29'15"W, a distance of 632.30 feet to the Easterly Right of Way line of Tohoqua Boulevard; thence along said Easterly Right of Way the following eight (8) courses: run S29°30'49"W, a distance of 63.95 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 452.00 feet and a Central Angle of 05°25'00"; thence run Southwesterly along the arc of said curve, a distance of 51.24 feet (Chord Bearing = S32°13'19"W, Chord = 51.22 feet) to the Point of Tangency; thence run S34°55'40"W, a distance of 152.09 feet to the Point of Curvature of a curve concave to the Southwest, having a Radius of 458.00 feet and a Central Angle of 05°37'30"; thence run Southwesterly along the arc of said curve, a distance of 44.96 feet (Chord Bearing = S32°07'04"W, Chord = 44.95 feet) to the Point of Tangency; thence run S29°18'19"W, a distance of 226.88 feet; thence run S23°07'07"W, a distance of 140.70 feet; thence run S28°18'34"W, a distance of 93.74 feet to the Point of Curvature of a curve concave to the East, having a Radius of 25.00 feet and a Central Angle of 86°53'26"; thence run Southerly along the arc of said curve, a distance of 37.81 feet (Chord Bearing = S15°08'08"E, Chord = 34.38 feet) to a point on the Northerly Right of Way of Cross Prairie Parkway, being on a Non-Tangent curve, concave to the Southwest, having a Radius of 7,060.00 feet and a Central Angle of 05°20'31"; thence along said Northerly Right of Way the following three (3) courses: run Southeasterly along the arc of said curve, a distance of 658.24 feet (Chord Bearing = S59°08'37"E, Chord = 658.00 feet); to a Point of Compound Curve, concave to the Southwest, having a Radius of 660.00 feet and a Central Angle of 47°44'28"; thence run Southeasterly along the arc of said curve, a distance of 549.94 feet (Chord Bearing = S32°36'08"E, Chord = 534.17 feet); to a Point of Compound Curve, concave to the West, having a Radius of 1,560.00 feet and a Central Angle of 15°34'17"; thence run Southerly along the arc of said curve, a distance of 423.96 feet (Chord Bearing = S00°56'45"E, Chord = 422.66 feet) to the POINT OF BEGINNING.
Containing 56.68 acres, more or less.

PARCEL 3

A portion of TOLUGA MANOR – UNIT B, as recorded in Plat Book 1, Page 139 of the Public Records of Osceola County, Florida, lying in Section 5, Township 26 South, Range 30 East and being more particularly described as follows:
BEGIN at the Northeast corner of TOHOQUA – PHASE 4A, as recorded in Plat Book 30, Pages 124 through 129 of the Public Records of Osceola County, Florida, said point being on a curve, concave Northwesterly having a Radius of 25.00 feet and a Central Angle of 91°21'16"; thence run Southwesterly along the arc of said curve, a distance of 39.86 feet (Chord Bearing = S44°08'03"W, Chord = 35.77 feet) to the Point of Tangency; thence along the North boundary of said TOHOQUA – PHASE 4A the following six (6) courses: run S89°48'41"W, a distance of 66.83 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 527.00 feet and a Central Angle of 19°10'29"; thence run Westerly along the arc of said curve, a distance of 176.37 feet (Chord Bearing = S80°3'26"W, Chord = 175.55 feet) to the Point of Tangency; thence run S70°38'11"W, a distance of 477.63 feet to the Point of Curvature of a curve concave to the North, having a Radius of 668.00 feet and a Central Angle of 40°18'36"; thence run Westerly along the arc of said curve, a distance of 469.97 feet (Chord Bearing = N89°12'31"W, Chord = 460.33 feet) to a Point of Compound Curve, concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 81°37'31"; thence run Northwesterly along the arc of said curve, a distance of 39.96 feet (Chord Bearing = N23°14'27"W, Chord = 35.85 feet); thence run N22°34'16"E, a distance of 2.00 feet; thence run N22°30'34"E, a distance of 312.89 feet to a point on a Non-Tangent curve, concave to the West, having a Radius of 3,020.00 feet and a Central Angle of 03°54'01"; thence run Northerly along the arc of said curve, a distance of 205.58 feet (Chord Bearing = N20°37'17"E, Chord = 205.54 feet); thence run N18°40'17"E, a distance of 574.40 feet to a point on a Non-Tangent curve, concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 89°44'34"; thence run Easterly along the arc of said curve, a distance of 43.52 feet (Chord Bearing = N65°32'42"E, Chord = 38.23 feet) to a point on the South Right of Way of Cross Prairie Parkway as described in Official Records Book 4010, Page 2871 of the Public Records of Osceola County, Florida, being on a Non-Tangent curve, concave to the Southwest, having a Radius of 6,940.00 feet and a Central Angle of 00°26'51"; thence run Southeasterly along the arc of said curve, and said South Right of Way, a distance of 54.19 feet (Chord Bearing = S61°21'39"E, Chord = 54.19 feet); thence run S28°15'14"W, a distance of 3.00 feet to a point on said Right of Way as described in Official Records Book 5892, Page 1461 of the Public Records of Osceola County, Florida, being on a Non-Tangent curve, concave to the Southwest, having a Radius of 6,935.00 feet and a Central Angle of 04°01'11"; thence along said Right of Way the following three (3) courses: run Southeasterly along the arc of said curve, a distance of 486.58 feet (Chord Bearing = S59°07'37"E, Chord = 486.46 feet); thence run S33°25'30"E, a distance of 555.60 feet to a point on a Non-Tangent curve, concave to the West, having a Radius of 1,435.00 feet and a Central Angle of 04°52'22"; thence run Southerly along the arc of said curve, a distance of 123.29 feet (Chord Bearing = S04°00'18"E, Chord = 123.26 feet) to the POINT OF BEGINNING.
Containing 17.84 acres, more or less.

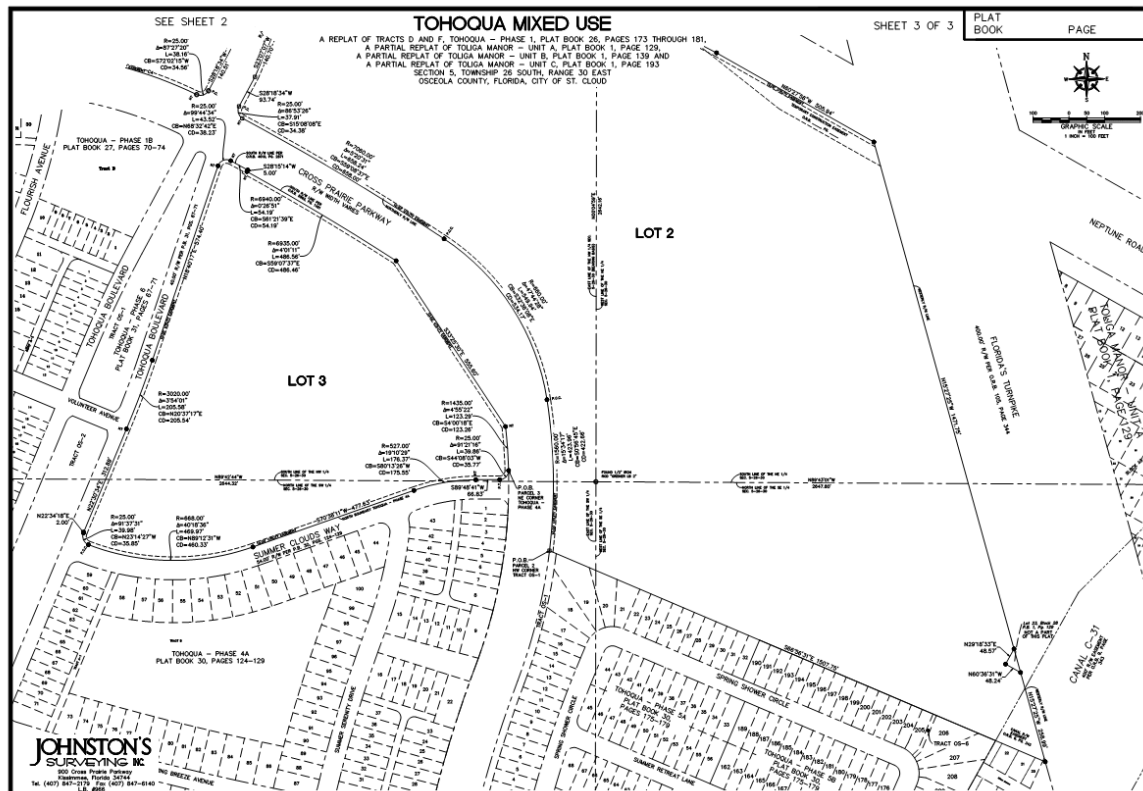
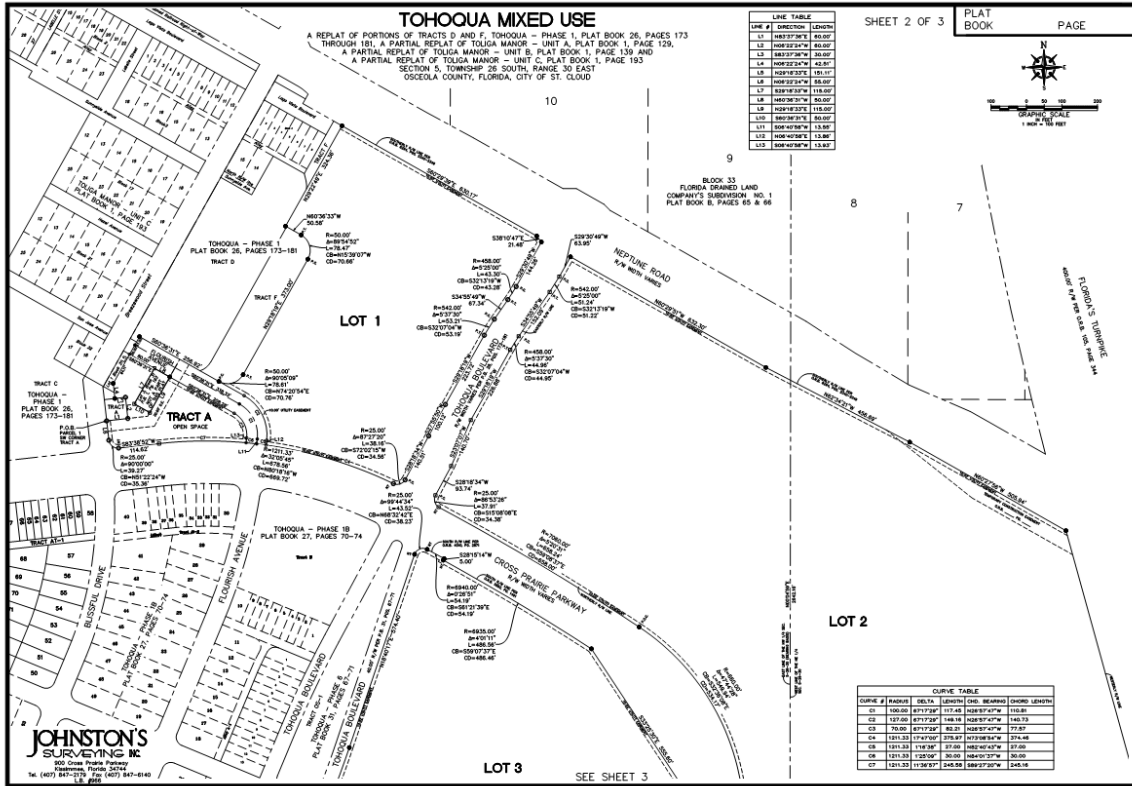
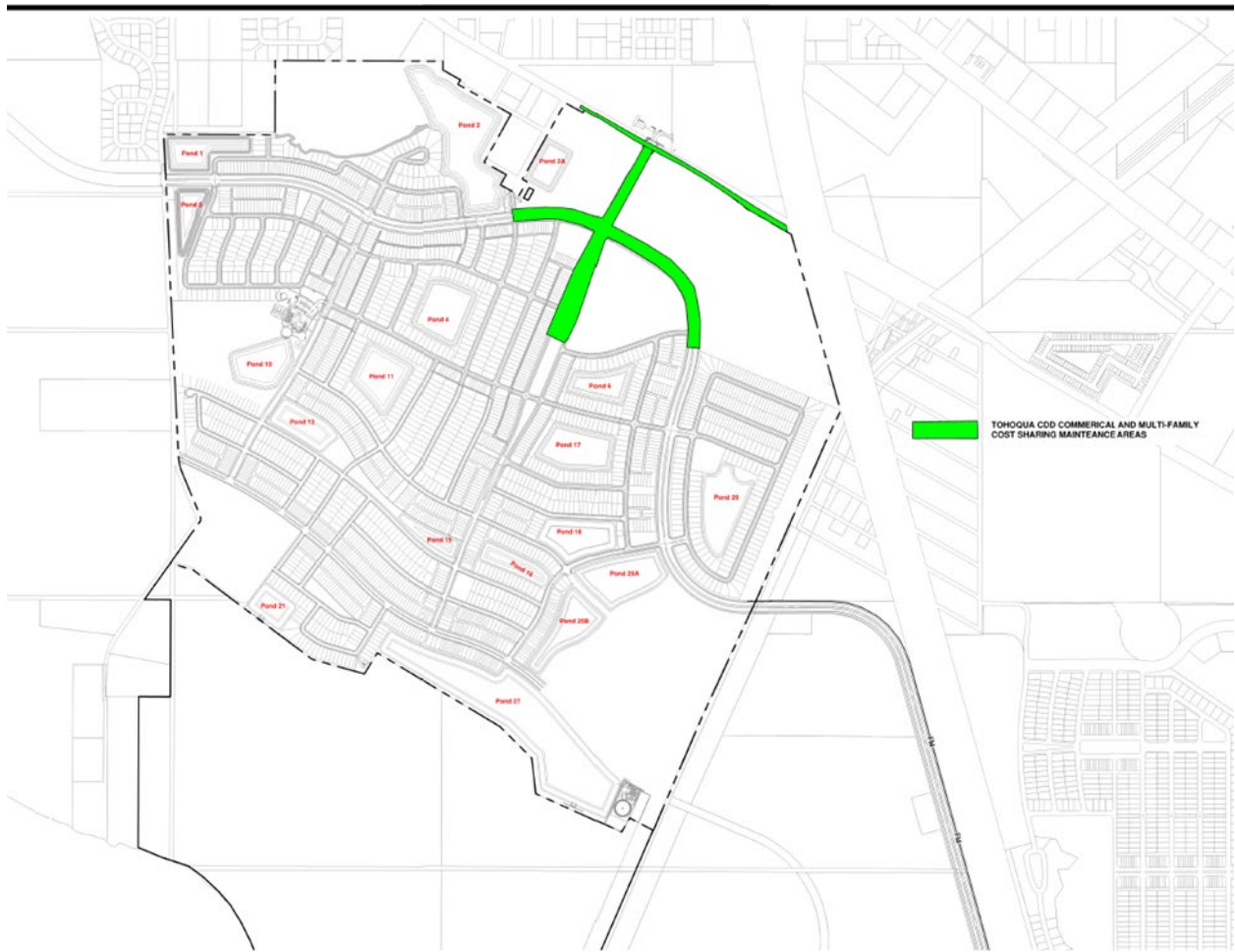


EXHIBIT "B"

Site Plan



MASTER SITE PLAN

Tohoqua

4025 Hubler Lane, Suite B
Orlando, Florida 32814 - 407.487.2594

POULOS & BENNETT

www.poulosandbennett.com
Certificate of Authorization No. 28567

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SECTION VII

THIS INSTRUMENT PREPARED BY;
Jan Albanese Carpenter, Esq.
Latham, Luna, Eden & Beaudine, LLP
P.O. Box 3353
Orlando, Florida 32802

ABOVE SPACE RESERVED FOR
RECORDING PURPOSES ONLY

DRAINAGE EASEMENT

(Tohoqua Community Development District & Neptune Road Investments, LLC)

THIS DRAINAGE EASEMENT (this “**Easement**”), is made and executed this _____ day of _____, 2023, by **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, being situated in the City of St. Cloud, Florida, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “**Grantor**”), and **NEPTUNE ROAD INVESTMENTS, LLC**, a Florida limited liability company, whose address is 4750 The Grove Drive, Suite 220, Windermere, Florida 34786 (the “**Grantee**”).

WITNESSETH, that the Grantor, in consideration of the sum of \$10.00 and other valuable consideration, paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby convey and grant to the Grantee and its assigns, a non-exclusive easement for drainage purposes over, across, under and through certain lands, as described in **Exhibit “A”** attached hereto (the “**Easement Area**”), for the purpose of (i) allowing the Grantee to drain surface water from property owned by the Grantee, as described in **Exhibit “B”** attached hereto (the “**Grantee’s Property**”), through and/or into Grantor’s drainage pipes, control structures and other facilities located within the Easement Area, including retention ponds owned by Grantor and easements in favor of Grantor or other governmental entities (collectively, the “**Drainage Improvements**”), in accordance with and as otherwise required by [South Florida Water Management District Environmental Permit No. _____] (the “**Permit**”), provided that such does not interfere unreasonably with Grantor’s and other landowners’ use of the Easement Area; and (ii) accessing the Drainage Improvements in the Easement Area at reasonable times and upon reasonable written notice to the Grantor, in order to accomplish the foregoing, provided that such does not interfere unreasonably with Grantor’s and other landowners’ use of the Drainage Improvements in the Easement Area, as determined by the Grantor in its sole discretion (all such rights being referred to collectively herein as the “**Permitted Uses**”).

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual agreements of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Recitations.** The above recitations are true and correct and are incorporated herein by this reference.

2. **Grant and Use of Easement Area.** Grantor does hereby give, grant and conveys unto the Grantee, this non-exclusive Easement in perpetuity, or until such earlier date as the use thereof is abandoned or this Easement is terminated in writing by both parties. Grantee shall comply with all laws, ordinances, codes, statutes, rules, regulations and orders promulgated by governmental authorities, including, without limitation, any and all permits, conditions and regulations attendant thereto issued by the South Florida Water Management District with respect to the Easement Area and/or the Drainage Improvements. Grantee shall be solely responsible for the repair of any damage to the Easement Area and/or Drainage Improvements caused by Grantee, its contractors, subcontractors, agents and/or employees as a consequence of the exercise of the rights granted herein. Grantee shall repair such damage so that the Easement Area and/or Drainage Improvements are restored to the condition that existed prior to such damage. All such repairs shall be at the sole cost and expense of Grantee and shall be performed in compliance with all applicable municipal, state and federal laws, rules, orders and regulations.

3. **Grantor's Reservation of Rights.** Subject to the rights created herein, Grantor expressly reserves to itself, its successors and assigns, the right to use, or to grant to others the right to use by virtue of additional licenses, rights-of-way, reservations or easements, any and all portions of the area upon, above, or under the Easement Area and/or Drainage Improvements, in Grantor's reasonable discretion, for any purpose whatsoever not inconsistent with the rights herein granted, including, but not limited to, the right of ingress and egress over and across the Easement Area; provided, exercise of such rights shall not materially and adversely interfere with the Grantees' Permitted Uses of the Easement Area and/or Drainage Improvements pursuant to the terms hereof and subject to such uses being in compliance with all applicable laws, rules and regulations and the terms, conditions and provisions of the Permit.

4. **Limitation of Rights.** The Easement granted herein creates a non-exclusive easement, and the Grantee does not and shall not, at any time, claim any other interest or estate of any kind or extent whatsoever in the Easement Area and/or Drainage Improvements by virtue of this Easement or Grantee's use of the Easement Area and/or Drainage Improvements pursuant hereto, except as expressly set forth herein.

5. **Assignment.** Grantor may, at any time in its sole discretion, assign, transfer or convey its rights hereunder to a successor owner of all or any portion of the Easement Area. Upon any such assignment, transfer or conveyance, the liability of Grantor under this Easement shall automatically terminate, and Grantor's assignee, transferee, or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of Grantor hereunder and shall be entitled to all the benefits of Grantor hereunder. Grantee may assign, transfer or convey its rights under this Easement and upon any such assignment, transfer or conveyance by Grantee, the liability of such Grantee under this Easement shall automatically terminate, and such Grantee's assignee, transferee or grantee (as the case may be) shall be deemed to have assumed and be bound by the obligations of such Grantee hereunder and shall be entitled to all the benefits of such Grantee hereunder.

6. **Entire Agreement.** This Easement embodies the entire understanding of the parties hereto, and supersedes all prior discussions and agreements between the parties hereto, and there are no further or other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This Easement shall not be modified or amended in any respect except by a written agreement executed by or on behalf of the parties hereto, in the same manner as executed herein.

7. **Counterparts.** This Easement may be executed in counterparts; each of which shall be deemed to be an original and all of which shall together constitute one and the same instrument.

8. **Governing Law.** This Easement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of Florida.

9. **Waiver of Jury Trial; Jurisdiction.** Any legal proceeding of any nature brought by either party against the other to enforce any right or obligation under this Easement, or arising out of any matter pertaining to this Easement, shall be submitted for trial, without jury, before the Circuit Court of the Ninth Judicial Circuit in and for Osceola County, Florida. If the Circuit Court does not have jurisdiction, the matter shall be submitted to the United States District Court for the Middle District of Florida (Orlando Division). If neither of such courts shall have jurisdiction, then submittal shall be before any other court sitting in Osceola County, Florida, having subject matter jurisdiction. The parties consent and submit to the exclusive jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto, and expressly waive all rights to trial by jury regarding any such matter

10. **Binding Obligations.** This Easement shall run with the land and shall be binding upon and inure to the benefit of the parties hereto and their respective permitted legal representatives, successors and assigns, in accordance with the terms herein.

11. **Construction of Agreement.** This Easement has been fully reviewed and approved by the parties hereto and their respective counsel. Accordingly, in interpreting this Easement, no weight shall be placed upon which party hereto or its counsel drafted the provisions being interpreted. Section headings are for convenience only and shall not be deemed a part of this Easement or considered in construing this Easement.

12. **No Implied Waiver.** No course of dealing between the parties and no delay in exercising any right, power or remedy conferred hereby or now or hereafter existing at Law, in equity, by statute or otherwise shall operate as a waiver of, or otherwise prejudice, any such right, power or remedy. All waivers, if any, of any and all of the foregoing rights, powers or remedies must be in writing.

13. **Limitation on Grantor's Obligations.** Nothing herein shall cause or be construed as a waiver of the Grantor's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Easement shall inure to the

benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their names by their undersigned officers thereunto duly authorized by due and lawful authority, as of the day and year first above written.

WITNESSES:

(Signature)

(Print Name)

(Signature)

(Print Name)

“GRANTOR”

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

By: _____

Print: _____

Title: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2023, by Andre Vidrine, as Chairman of **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, on behalf of the Tohoqua Community Development District. Said person is [] personally known to me or [] has produced _____ as identification.

(SEAL)

Notary Public; State of Florida

Print Name: _____

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

WITNESSES:

(Signature)

(Print Name)

(Signature)

(Print Name)

“GRANTEE”

NEPTUNE ROAD INVESTEMENTS, LLC,
a Florida limited liability company

By: _____

Print: _____

Title: _____

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of _____, 2023, by _____, as _____ of **NEPTUNE ROAD INVESTEMENTS, LLC**, a Florida limited liability company, on behalf of the company. Said person is [] personally known to me or [] has produced _____ as identification.

(SEAL)

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

EXHIBIT “A”

“Easement Area”

[CDD’s Overall Legal Description]

Exhibit A
Legal Description of District Boundaries

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

BEGIN at the northeast corner of said Section 6; thence run S 00°04'08" W, along the east line thereof, a distance of 97.87 feet to a point on the northwesterly extension of the southerly line of Block 2, TOLIGA MANOR - UNIT C, according to the plat thereof, as recorded in Plat Book 1, Page 193, Public Records of Osceola County, Florida; thence run S 60°36'31" E, along said northwesterly extension, a distance of 241.93 feet to a point on the easterly right-of-way line of Coolidge Street; thence run S 29°18'33" W, along said easterly right-of-way line, a distance of 20.00 feet to a point on the centerline of Sunnyside Avenue; thence run S 60°36'31" E, along said centerline, a distance of 350.00 feet to a point on the southerly extension of the easterly line of that unnamed 30.00 foot wide right-of-way, as shown and described on Osceola County Right of Way Map of Neptune Road, Partin Settlement Road Pt Station 30+26.07 to U.S. 192 Pt Station 240+34.44, dated 09-26-08; 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°36'33" 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°36'33" 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, distance of 1,400.00 feet to a point on the northerly extension of the easterly line of Block 6, Lot 26, TOLIGA MANOR - UNIT B, according to the plat thereof, as recorded in Plat Book 1, Page 139, Public Records of Osceola County, Florida; thence run S 29°18'33" W, along said easterly line and the northerly and southerly extensions thereof, a distance of 886.50 feet to the southwest corner of Block 23, Lot 23; thence run S 60°36'31" E, a distance of 250.00 feet to the southeast corner of Block 23, Lot 13; said corner being a point on the westerly right-of-way line of Sheridan Road; thence run N 29°18'33" E, along said westerly right-of-way line, a distance of 854.13 feet to a point on the southerly right-of-way line of Florida's Turnpike per Florida State Turnpike Authority Right-of-Way Map Station 4443+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 southwesterly, along said top of bank, the following five (5) courses and distances: run S 25°31'53" W, a distance of 334.68 feet; thence run S 23°34'04" W, a distance of 865.57 feet; thence run S 23°50'38" W, a distance of 794.97 feet; thence run S 24°51'50" W, a distance of 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 06°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 31°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°06'08" W, a distance of 1,460.89 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 465.00 feet and a central angle of 20°07'42"; thence run northerly, along the arc of said curve, a distance of 16336 feet to the point of tangency thereof; thence run N 02°42'23" W, a distance of 1491.08 feet; thence run N 02°49'51" W, a distance of 1683.85 feet to a point on the westerly extension of the south line of the North 710 feet of Block 25, Lots 6, 7 and 8, THE FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book "B", Pages 65 and 66, Public Records of Osceola County, Florida; thence run S 89°45'36" E, along said south line and the westerly extension thereof, a distance of 1,096.16 feet to a point on the west line of Block 25, Lot 5; thence run N 00°05'18" E, along said west line, a distance of 730.00 feet to a point on the north line of the Northeast 114 of said Section 6; thence run S 89°45'36" E, along said north line, a distance of 1,650.82 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

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

Containing a total of 783.96 acres, more or less.

EXHIBIT “B”

“Grantee’s Property”

[Legal Description of Contraction Parcels]

SKETCH OF DESCRIPTION PARCEL 1

PARCEL 1

A portion of TOLIGA MANOR – UNIT B, as recorded in Plat Book 1, Page 139 of the Public Records of Osceola County, Florida, lying in Section 5, Township 26 South, Range 30 East and being more particularly described as follows:

BEGIN at the Northeast corner of TOHOQUA – PHASE 4A, as recorded in Plat Book 30, Pages 124 through 129 of the Public Records of Osceola County, Florida, said point being on a curve, concave Northwesterly having a Radius of 25.00 feet and a Central Angle of 91°21'16"; thence run Southwesterly along the arc of said curve, a distance of 39.86 feet (Chord Bearing = S44°08'03"W, Chord = 35.77 feet) to the Point of Tangency; thence along the North boundary of said TOHOQUA – PHASE 4A the following six (6) courses: run S89°48'41"W, a distance of 66.83 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 527.00 feet and a Central Angle of 19°10'29"; thence run Westerly along the arc of said curve, a distance of 176.37 feet (Chord Bearing = S80°13'26"W, Chord = 175.55 feet) to the Point of Tangency; thence run S70°38'11"W, a distance of 477.63 feet to the Point of Curvature of a curve concave to the North, having a Radius of 668.00 feet and a Central Angle of 40°18'36"; thence run Westerly along the arc of said curve, a distance of 469.97 feet (Chord Bearing = N89°12'31"W, Chord = 460.33 feet) to a Point of Compound Curve, concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 91°37'31"; thence run Northwesterly along the arc of said curve, a distance of 39.98 feet (Chord Bearing = N23°14'27"W, Chord = 35.85 feet); thence run N22°34'18"E, a distance of 2.00 feet; thence run N22°30'34"E, a distance of 312.89 feet to a point on a Non-Tangent curve, concave to the West, having a Radius of 3,020.00 feet and a Central Angle of 03°54'01"; thence run Northerly along the arc of said curve, a distance of 205.58 feet (Chord Bearing = N20°37'17"E, Chord = 205.54 feet); thence run N18°40'17"E, a distance of 574.40 feet to a point on a Non-Tangent curve, concave to the Southeast, having a Radius of 25.00 feet and a Central Angle of 99°44'34"; thence run Easterly along the arc of said curve, a distance of 43.52 feet (Chord Bearing = N68°32'42"E, Chord = 38.23 feet) to a point on the South Right of Way of Cross Prairie Parkway as described in Official Records Book 4010, Page 2871 of the Public Records of Osceola County, Florida, being on a Non-Tangent curve, concave to the Southwest, having a Radius of 6,940.00 feet and a Central Angle of 00°26'51"; thence run Southeasterly along the arc of said curve, and said South Right of Way, a distance of 54.19 feet (Chord Bearing = S61°21'39"E, Chord = 54.19 feet); thence run S28°15'14"W, a distance of 5.00 feet to a point on said Right of Way as described in Official Records Book 5892, Page 1461 of the Public Records of Osceola County, Florida, being on a Non-Tangent curve, concave to the Southwest, having a Radius of 6,935.00 feet and a Central Angle of 04°01'11"; thence along said Right of Way the following three (3) courses: run Southeasterly along the arc of said curve, a distance of 486.56 feet (Chord Bearing = S59°07'37"E, Chord = 486.46 feet); thence run S33°25'30"E, a distance of 555.60 feet to a point on a Non-Tangent curve, concave to the West, having a Radius of 1,435.00 feet and a Central Angle of 04°55'22"; thence run Southerly along the arc of said curve, a distance of 123.29 feet (Chord Bearing = S04°00'18"E, Chord = 123.26 feet) to the POINT OF BEGINNING.

Containing 17.84 acres, more or less.


NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT) THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY NO CORNERS WERE SET AS A PART OF THIS SKETCH.


REQUESTED BY: **TOHOQUA DEVELOPMENT GROUP 2, LLC**

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

| | | |
|----------------|-------------------|----------------|
| DATE OF SKETCH | 11/17/2021 | REVISIONS |
| SCALE | 1" = 250' | Rev. 3/10/2022 |
| F.B. | PAGE | |
| SECTION | 5 | |
| TWP. | 26 S., RNG. 30 E. | |
| JOB NO. | 21-190 | SHEET 1 OF 3 |



900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966



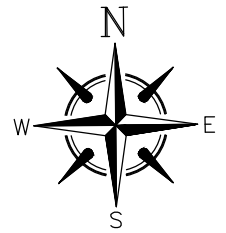
RICHARD D. BROWN, P.S.M. #5700

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

3/15/2022

(DATE)

SKETCH OF DESCRIPTION PARCEL 1



SCALE 1"=250'

TOHOQUA - PHASE 1
PLAT BOOK 26, PAGES 173-181

Tract F

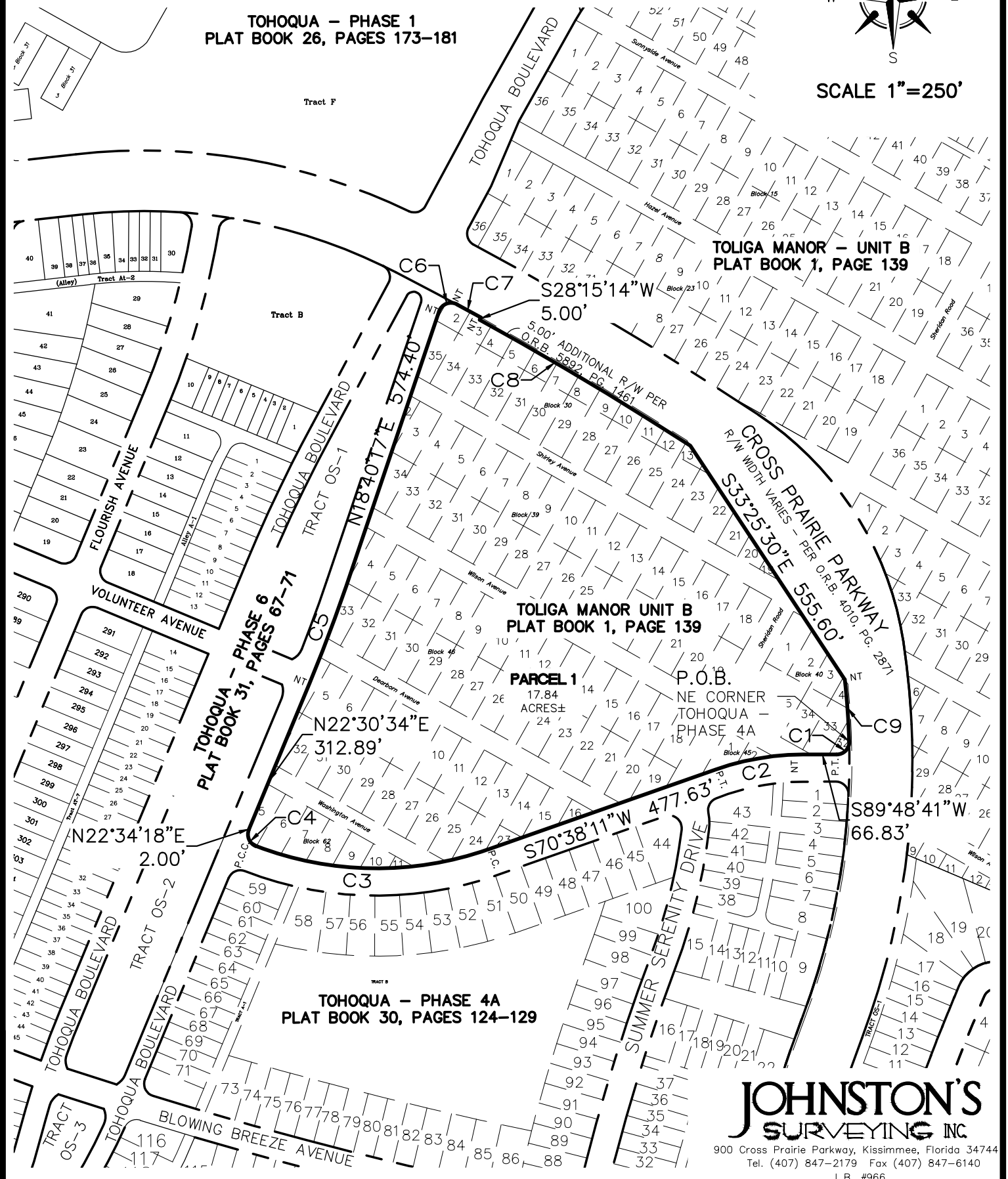
TOLIGA MANOR - UNIT B
PLAT BOOK 1, PAGE 139

TOLIGA MANOR UNIT B
PLAT BOOK 1, PAGE 139

PARCEL 1
17.84
ACRES±

P.O.B.
NE CORNER
TOHOQUA -
PHASE 4A

TOHOQUA - PHASE 4A
PLAT BOOK 30, PAGES 124-129



SKETCH OF DESCRIPTION PARCEL 1

CURVE TABLE

| CURVE # | RADIUS | DELTA | LENGTH | CHD. BEARING | CHORD LENGTH |
|---------|---------|-----------|--------|--------------|--------------|
| C1 | 25.00 | 91°21'16" | 39.86 | S44°08'03"W | 35.77 |
| C2 | 527.00 | 19°10'29" | 176.37 | S80°13'26"W | 175.55 |
| C3 | 668.00 | 40°18'36" | 469.97 | N89°12'31"W | 460.33 |
| C4 | 25.00 | 91°37'31" | 39.98 | N23°14'27"W | 35.85 |
| C5 | 3020.00 | 3°54'01" | 205.58 | N20°37'17"E | 205.54 |
| C6 | 25.00 | 99°44'34" | 43.52 | N68°32'42"E | 38.23 |
| C7 | 6940.00 | 0°26'51" | 54.19 | S61°21'39"E | 54.19 |
| C8 | 6935.00 | 4°01'11" | 486.56 | S59°07'37"E | 486.46 |
| C9 | 1435.00 | 4°55'22" | 123.29 | S04°00'18"E | 123.26 |

SKETCH OF DESCRIPTION PARCEL 2

PARCEL 2

A portion of TOLIGA MANOR – UNIT A, as recorded in Plat Book 1, Page 129 of the Public Records of Osceola County, Florida and a portion of TOLIGA MANOR – UNIT B, as recorded in Plat Book 1, Page 139 of the Public Records of Osceola County, Florida being more particularly described as follows:

BEGIN at the Northwest corner of Tract OS-1, TOHOQUA – PHASE 5A, as recorded in Plat Book 30, Pages 175 through 179 of the Public Records of Osceola County, Florida, said point being on the East Right of Way of Cross Prairie Parkway as described in Official Records Book 4010, Page 2871 of the Public Records of Osceola County, Florida and on a curve concave Westerly and having a Radius of 1560.00 feet and a Central Angle of 15°34'11"; thence along said East Right of Way the following three (3) courses: run Northerly along the arc of said curve, a distance of 423.92 feet (Chord Bearing = N00°56'48"W, Chord = 422.62 feet) to a Point of Compound Curve, concave to the Southwest, having a Radius of 660.00 feet and a Central Angle of 47°44'28"; thence run Northwesterly along the arc of said curve, a distance of 549.94 feet (Chord Bearing = N32°36'08"W, Chord = 534.17 feet) to a Point of Compound Curve, concave to the Southwest, having a Radius of 7,060.00 feet and a Central Angle of 05°20'31"; thence run Northwesterly along the arc of said curve, a distance of 658.24 feet (Chord Bearing = N59°08'37"W, Chord = 658.00 feet); to a point on a Non-Tangent curve, concave to the East, having a Radius of 25.00 feet and a Central Angle of 86°53'26", said point being on the East Right of Way of Tohoqua Boulevard as described in TOHOQUA – PHASE 1, as recorded in Plat Book 26, Pages 173 through 181 of the Public Records of Osceola County, Florida; thence along said East Right of Way the following seven (7) courses: run Northerly along the arc of said curve, a distance of 37.91 feet (Chord Bearing = N15°08'08"W, Chord = 34.38 feet); thence run N28°18'34"E, a distance of 93.74 feet; thence run N23°07'07"E, a distance of 140.70 feet; thence run N29°18'19"E, a distance of 226.88 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 458.00 feet and a Central Angle of 05°37'30"; thence run Northeasterly along the arc of said curve, a distance of 44.96 feet (Chord Bearing = N32°07'04"E, Chord = 44.95 feet) to the Point of Tangency; thence run N34°55'49"E, a distance of 152.09 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 542.00 feet and a Central Angle of 05°25'00"; thence run Northeasterly along the arc of said curve, a distance of 51.24 feet (Chord Bearing = N32°13'19"E, Chord = 51.22 feet) to the Point of Tangency; thence run N29°30'49"E, a distance of 143.02 feet to a point on the Southerly Right of Way line of Neptune Road; thence run S60°29'39"E, along said Southerly Right of Way, a distance of 630.93 feet; thence leaving said Southerly Right of Way, run S29°18'33"W, a distance of 886.66 feet; thence run S60°36'30"E, a distance of 250.00 feet; thence run N29°18'33"E, a distance of 854.85 feet to a point on Non-Limited Access Right of Way for Florida's Turnpike; thence along said Non-Limited Access Right of Way the following two (2) courses: run S51°58'31"E, a distance of 210.10 feet; thence run S60°27'56"E, a distance of 506.29 feet to a point on the West Limited Access Right of Way for Florida's Turnpike; thence run S15°31'12"E, along said West Limited Access Right of Way, a distance of 1,469.89 feet; thence run S29°18'33"W, a distance of 50.99 feet; thence run S60°36'31"E, a distance of 50.76 feet; thence run S15°31'12"E, along said Limited Access Right of Way, a distance of 258.92 feet to a point on an easterly prolongation of the the North line of said TOHOQUA – PHASE 5B; thence run N66°56'25"W, along said North line and easterly prolongation thereof, a distance of 1510.79 feet to the POINT OF BEGINNING.

LESS the following:

Lot 10, Block 6 and Lots 1, 2, 35 and 36, Block 15 and Lots 25 and 26, Block 29 all lying in TOLIGA MANOR – UNIT B, according to the plat thereof, as recorded in Plat Book 1, Page 139 of the Public Records of Osceola County, Florida.

Containing 52.49 acres, more or less.

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT)
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: TOHOQUA DEVELOPMENT GROUP 2, LLC

SEE SHEET 2 OF 2 FOR SKETCH OF DESCRIPTION

| | | | |
|----------------|-------------------|--------------|----------|
| DATE OF SKETCH | 3/10/2022 | REVISIONS | |
| SCALE | 1" = 300' | REV LEGAL | 4/6/2022 |
| F.B. | PAGE | | |
| SECTION | 5 | | |
| TWP. | 26 S., RNG. 30 E. | | |
| JOB NO. | 21-190 | SHEET 1 OF 3 | |

JOHNSTON'S

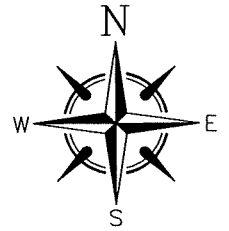
SURVEYING INC.

900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

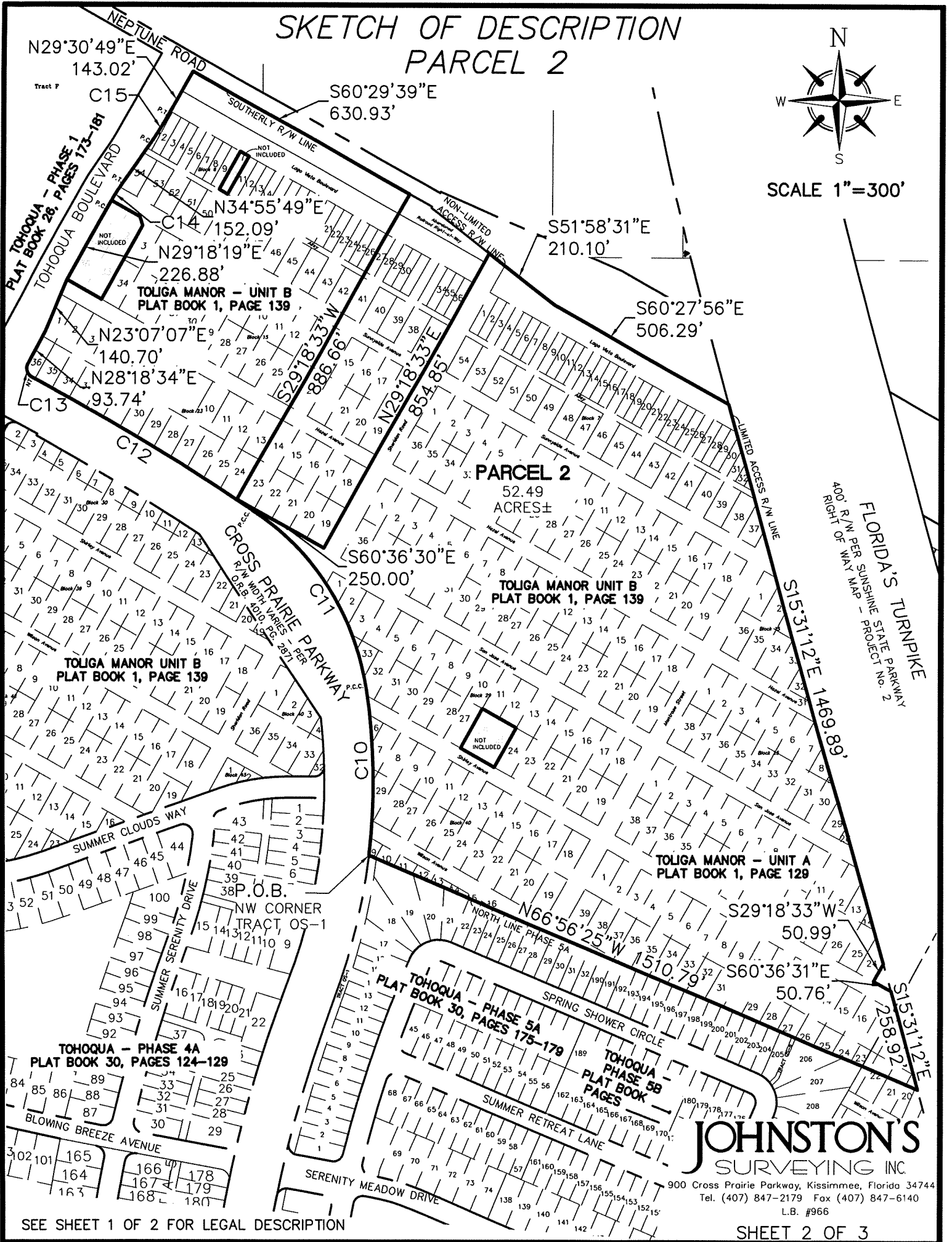
RICHARD D. BROWN, P.S.M. #5700 (DATE) 4/06/22

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION PARCEL 2



SCALE 1"=300'



SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION

SHEET 2 OF 3

JOHNSTON'S
SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

*SKETCH OF DESCRIPTION
PARCEL 2*

| CURVE TABLE | | | | | |
|-------------|---------|-----------|--------|--------------|--------------|
| CURVE # | RADIUS | DELTA | LENGTH | CHD. BEARING | CHORD LENGTH |
| C10 | 1560.00 | 15°34'11" | 423.92 | N00°56'48"W | 422.62 |
| C11 | 660.00 | 47°44'28" | 549.94 | N32°36'08"W | 534.17 |
| C12 | 7060.00 | 5°20'31" | 658.24 | N59°08'37"W | 658.00 |
| C13 | 25.00 | 86°53'26" | 37.91 | N15°08'08"W | 34.38 |
| C14 | 458.00 | 5°37'30" | 44.96 | N32°07'04"E | 44.95 |
| C15 | 542.00 | 5°25'00" | 51.24 | N32°13'19"E | 51.22 |

SKETCH OF DESCRIPTION

PARCEL 3

PARCEL 3

A portion of Tract D and Tract F, TOHOQUA – PHASE 1, as recorded in Plat Book 26, Pages 173 through 181 of the Public Records of Osceola County, Florida and a portion of San Jose Avenue as shown on the plat of TOLIGA MANOR – UNIT C, as recorded in Plat Book 1, Page 193 of the Public Records of Osceola County, Florida, all being more particularly described as follows:

BEGIN at the Northwest corner of Tract F, TOHOQUA – PHASE 1, as recorded in Plat Book 26, Pages 173 through 181 of the Public Records of Osceola County, Florida; thence run S60°29'11"E, along the North line of said TOHOQUA – PHASE 1, a distance of 769.18 feet; thence run S29°30'49"W, a distance of 79.00 feet; thence run N63°00'47"W, a distance of 92.09 feet to a point on the East boundary of said Tract F; thence along said boundary of Tract F the following fifteen (15) courses: run S29°30'49"W, a distance of 144.26 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 458.00 feet and a Central Angle of 05°25'00"; thence run Southwesterly along the arc of said curve, a distance of 43.30 feet (Chord Bearing = S32°13'19"W, Chord = 43.28 feet) to the Point of Tangency; thence run S34°55'49"W, a distance of 67.34 feet to the Point of Curvature of a curve concave to the Southeast, having a Radius of 542.00 feet and a Central Angle of 05°37'30"; thence run Southwesterly along the arc of said curve, a distance of 53.21 feet (Chord Bearing = S32°07'04"W, Chord = 53.19 feet) to the Point of Tangency; thence run S29°18'19"W, a distance of 223.72 feet; thence run S27°55'50"W, a distance of 100.12 feet; thence run S28°18'34"W, a distance of 140.51 feet to the Point of Curvature of a curve concave to the North, having a Radius of 25.00 feet and a Central Angle of 87°27'20"; thence run Westerly along the arc of said curve, a distance of 38.16 feet (Chord Bearing = S72°02'15"W, Chord = 34.56 feet) to the Point of Reverse Curve, concave to the South, having a Radius of 1,210.00 feet and a Central Angle of 32°08'20"; thence run Westerly along the arc of said curve, a distance of 678.72 feet (Chord Bearing = N80°18'14"W, Chord = 669.86 feet) to the Point of Tangency; thence run S83°37'36"W, a distance of 114.49 feet to the Point of Curvature of a curve concave to the Northeast, having a Radius of 25.00 feet and a Central Angle of 90°00'00"; thence run Northwesterly along the arc of said curve, a distance of 39.27 feet (Chord Bearing = N51°22'24"W, Chord = 35.36 feet) to the Point of Tangency; thence run N06°22'24"W, a distance of 55.00 feet; thence run N83°37'36"E, a distance of 60.00 feet; thence run N06°22'24"W, a distance of 60.00 feet; thence run S83°37'36"W, a distance of 30.00 feet; thence run N06°22'24"W, a distance of 16.76 feet; thence run S60°36'31"E, a distance of 14.98 feet; thence run N29°18'33"E, a distance of 155.00 feet; thence run N60°36'31"W, a distance of 30.00 feet; thence run N29°18'33"E, a distance of 17.00 feet; thence run S60°36'31"E, a distance of 256.92 feet to the Point of Curvature of a curve concave to the North, having a Radius of 50.00 feet and a Central Angle of 90°05'09"; thence run Easterly along the arc of said curve, a distance of 78.61 feet (Chord Bearing = N74°20'54"E, Chord = 70.76 feet) to the Point of Tangency; thence run N29°18'19"E, a distance of 373.00 feet to the Point of Curvature of a curve concave to the West, having a Radius of 50.00 feet and a Central Angle of 89°54'52"; thence run Northerly along the arc of said curve, a distance of 78.47 feet (Chord Bearing = N15°39'07"W, Chord = 70.66 feet) to the Point of Tangency; thence run N60°36'33"W, a distance of 50.56 feet; thence run N29°22'41"E, a distance of 324.36 feet; thence run N60°29'39"W, a distance of 26.87 feet; thence run N29°18'33"E, a distance of 74.99 feet to the POINT OF BEGINNING.

Containing 623,551 square feet or 14.31 acres, more or less.

LESS:

Lot 3, Block 31, TOLIGA MANOR – UNIT C, as recorded in Plat Book 1, Page 193 of the Public Records of Osceola County, Florida.

Less out containing 5,750 square feet or 0.13 acres, more or less.

Net Acreage containing 617,801 square feet or 14.18 acres, more or less.

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 2007 ADJUSTMENT) THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY NO CORNERS WERE SET AS A PART OF THIS SKETCH.

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION
SEE SHEET 3 OF 3 FOR CURVE & LINE TABLE

REQUESTED BY: **TOHOQUA DEVELOPMENT GROUP 2, LLC**

| | | |
|----------------|-------------------|----------------|
| DATE OF SKETCH | 11/18/2022 | REVISIONS |
| SCALE | 1" = 200' | REV 12/21/2022 |
| F.B. | PAGE | |
| SECTION | 5 | |
| TWP. | 26 S., RNG. 30 E. | |
| JOB NO. | 21-190 | SHEET 1 OF 3 |

JOHNSTON'S
SURVEYING INC
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847-2179 Fax (407) 847-6140
L.B. #966

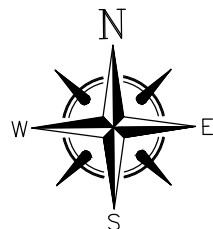
R.D.B.

12/21/2022

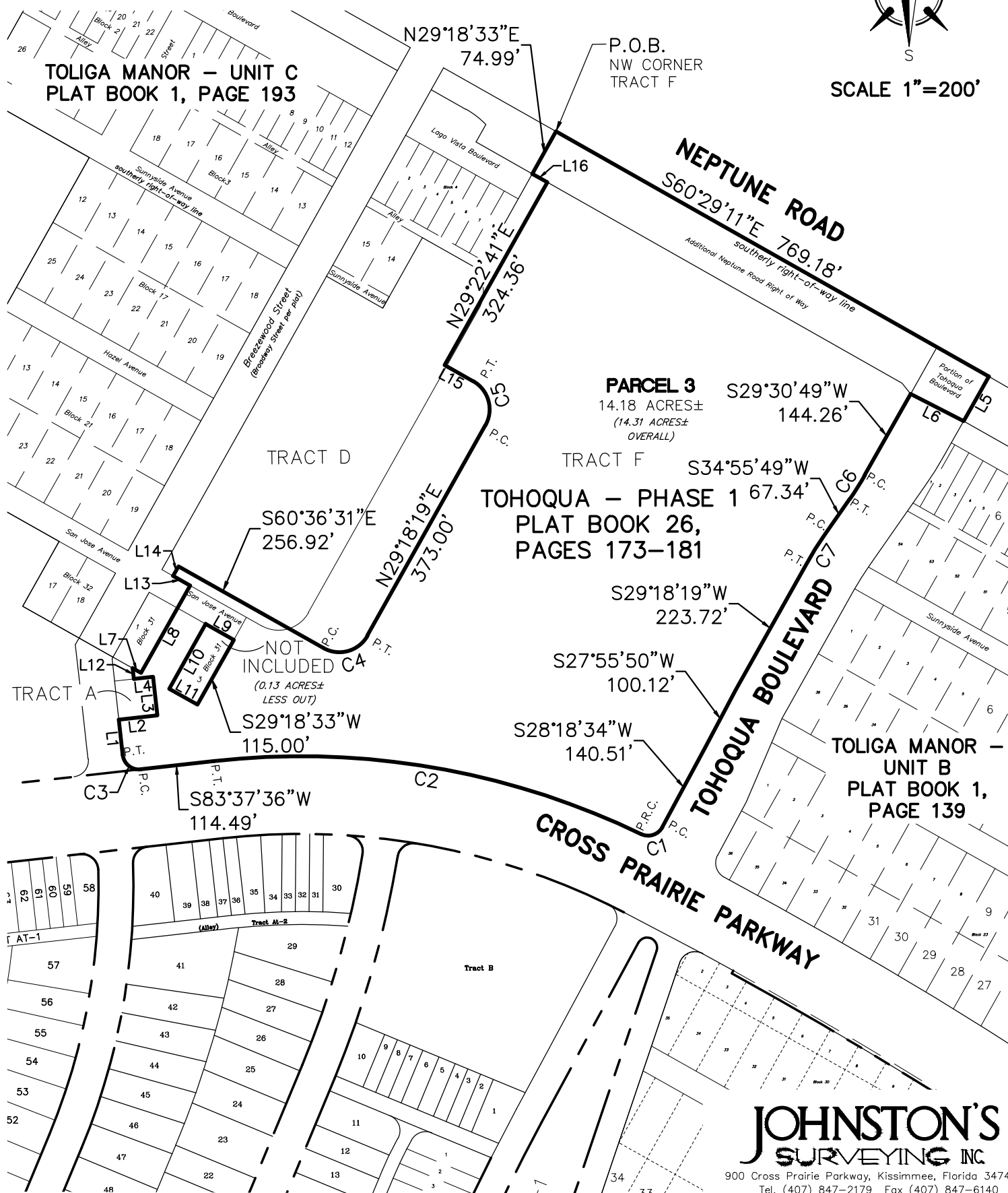
RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION PARCEL 3



SCALE 1"=200'



SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
SEE SHEET 3 OF 3 FOR LINE & CURVE TABLE

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SKETCH OF DESCRIPTION PARCEL 3

| LINE TABLE | | |
|------------|-------------|---------|
| LINE # | DIRECTION | LENGTH |
| L1 | N06°22'24"W | 55.00' |
| L2 | N83°37'36"E | 60.00' |
| L3 | N06°22'24"W | 60.00' |
| L4 | S83°37'36"W | 30.00' |
| L5 | S29°30'49"W | 79.00' |
| L6 | N63°00'47"W | 92.09' |
| L7 | S60°36'31"E | 14.98' |
| L8 | N29°18'33"E | 155.00' |
| L9 | N60°36'31"W | 50.00' |
| L10 | N29°18'33"E | 115.00' |
| L11 | N60°36'31"W | 50.00' |
| L12 | N06°22'24"W | 16.76' |
| L13 | N60°36'31"W | 30.00' |
| L14 | N29°18'33"E | 17.00' |
| L15 | N60°36'33"W | 50.56' |
| L16 | N60°29'39"W | 26.87' |

| CURVE TABLE | | | | | |
|-------------|---------|-----------|--------|--------------|--------------|
| CURVE # | RADIUS | DELTA | LENGTH | CHD. BEARING | CHORD LENGTH |
| C1 | 25.00 | 87°27'20" | 38.16 | S72°02'15"W | 34.56 |
| C2 | 1210.00 | 32°08'20" | 678.72 | N80°18'14"W | 669.86 |
| C3 | 25.00 | 90°00'00" | 39.27 | N51°22'24"W | 35.36 |
| C4 | 50.00 | 90°05'09" | 78.61 | N74°20'54"E | 70.76 |
| C5 | 50.00 | 89°54'52" | 78.47 | N15°39'07"W | 70.66 |
| C6 | 458.00 | 5°25'00" | 43.30 | S32°13'19"W | 43.28 |
| C7 | 542.00 | 5°37'30" | 53.21 | S32°07'04"W | 53.19 |

SEE SHEET 1 OF 3 FOR LEGAL DESCRIPTION
SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION

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L.B. #966

SECTION VIII

**TOHOQUA
COMMUNITY DEVELOPMENT DISTRICT
CITY OF ST. CLOUD, FLORIDA
FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED
SEPTEMBER 30, 2022**

**TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
CITY OF ST. CLOUD, FLORIDA**

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Grau & Associates

CERTIFIED PUBLIC ACCOUNTANTS

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INDEPENDENT AUDITOR'S REPORT

To the Board of Supervisors
Tohoqua Community Development District
City of St. Cloud, Florida

Report on the Audit of the Financial Statements

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Tohoqua Community Development District, City of St. Cloud, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, and each major fund of the District as of September 30, 2022, and the respective changes in financial position, thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

The District's management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America; and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information Included in the Financial Report

Management is responsible for the other information included in the financial report. The other information comprises the information for compliance with FL Statute 218.39 (3) (c) but does not include the financial statements and our auditor's report thereon. Our opinions on the financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon. In connection with our audit of the financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated June 26, 2023, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

June 26, 2023

MANAGEMENT'S DISCUSSION AND ANALYSIS

The management of the Tohoqua Community Development District, Osceola, Florida ("District") would like to offer the readers of the District's financial statements this discussion and analysis of the District's financial activities for the fiscal year ended September 30, 2022. Please read it in conjunction with the District's Independent Auditor's Report, basic financial statements, accompanying notes and supplementary information to the basic financial statements.

FINANCIAL HIGHLIGHTS

- The assets of the District exceeded its liabilities at the close of the most recent fiscal year resulting in a net position balance of \$1,659,433.
- The change in the District's total net position in comparison with the prior fiscal year was \$1,985,896, an increase. The key components of the District's net position and change in net position are reflected in the table in the government-wide financial analysis section.
- At September 30, 2022, the District's governmental funds reported combined ending fund balances of \$725,427, a decrease of (\$2,931,244) in comparison with the prior fiscal year. The total fund balance is restricted for debt service and capital projects, non-spendable prepaid items, and the remainder is unassigned fund balance which is available for spending at the District's discretion.

OVERVIEW OF FINANCIAL STATEMENTS

This discussion and analysis are intended to serve as the introduction to the District's financial statements. The District's basic financial statements are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves.

Government-Wide Financial Statements

The government-wide financial statements are designed to provide readers with a broad overview of the District's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual amount being reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods.

The government-wide financial statements include all governmental activities that are principally supported by assessments. The District does not have any business-type activities. The governmental activities of the District include the general government (management) and maintenance functions.

Fund Financial Statements

A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. The District has one fund category, the governmental funds.

OVERVIEW OF FINANCIAL STATEMENTS (Continued)

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a District's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balance provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The District maintains three governmental fund for external reporting. Information is presented separately in the governmental fund balance sheet and the governmental fund statement of revenues, expenditures, and changes in fund balances for the general fund, debt service fund and capital projects fund, all of which are considered major funds.

The District adopts an annual appropriated budget for its general fund. A budgetary comparison schedule has been provided for the general fund to demonstrate compliance with the budget.

Notes to the Financial Statements

The notes provide additional information that is essential to a full understanding of the data provided in the basic financial statements.

GOVERNMENT-WIDE FINANCIAL ANALYSIS

As noted earlier, net position may serve over time as a useful indicator of an entity's financial position. In the case of the District, liabilities exceeded assets at the close of the fiscal year ended September 30, 2022.

Key components of the District's net position are reflected in the following table:

| | NET POSITION SEPTEMBER 30, | |
|-------------------------------------|-------------------------------|--------------|
| | 2022 | 2021 |
| Current and other assets | \$ 755,893 | \$ 3,681,438 |
| Capital assets, net of depreciation | 8,252,167 | 3,488,711 |
| Total assets | 9,008,060 | 7,170,149 |
| Current liabilities | 146,899 | 143,100 |
| Long-term liabilities | 7,201,728 | 7,353,512 |
| Total liabilities | 7,348,627 | 7,496,612 |
| Net position | | |
| Net investment in capital assets | 1,063,579 | (595,787) |
| Restricted | 264,177 | 259,774 |
| Unrestricted | 331,677 | 9,550 |
| Total net position | \$ 1,659,433 | \$ (326,463) |

The District's net position reflects its investment in capital assets (e.g. land, land improvements, and infrastructure) less any related debt used to acquire those assets that is still outstanding. These assets are used to provide services to residents; consequently, these assets are not available for future spending. Although the District's investment in capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

GOVERNMENT-WIDE FINANCIAL ANALYSIS (Continued)

The restricted portion of the District's net position represents resources that are subject to external restrictions on how they may be used. The remaining balance of unrestricted net position may be used to meet the District's other obligations.

The District's net position decreased during the most recent fiscal year. The majority of the decrease represents the extent to which the cost of operations and depreciation expense exceeded ongoing program revenues.

Key elements of the change in net position are reflected in the following table:

| | CHANGES IN NET POSITION | |
|------------------------------------|---------------------------------------|---------------------|
| | FOR THE FISCAL YEAR END SEPTEMBER 30, | |
| | 2022 | 2021 |
| Revenues: | | |
| Program revenues | | |
| Charges for services | \$ 1,496,559 | \$ 484,776 |
| Operating grants and contributions | 5,508 | 165,013 |
| Capital grants and contributions | 1,507,582 | 100 |
| General revenues | | |
| Miscellaneous | 11,125 | 4,883 |
| Total revenues | <u>3,020,774</u> | <u>654,772</u> |
| Expenses: | | |
| General government | 150,747 | 114,766 |
| Maintenance and operations | 603,816 | 444,288 |
| Interest | 280,315 | 201,612 |
| Bond issue costs | - | 447,144 |
| Total expenses | <u>1,034,878</u> | <u>1,207,810</u> |
| Change in net position | 1,985,896 | (553,038) |
| Net position - beginning | <u>(326,463)</u> | <u>226,575</u> |
| Net position - ending | <u>\$ 1,659,433</u> | <u>\$ (326,463)</u> |

As noted above and in the statement of activities, the cost of all governmental activities during the fiscal year ended September 30, 2022 was \$1,034,878. The costs of the District's activities were primarily funded by program revenues. Program revenues of the District are comprised of assessments, Developer contributions and income from investments in the current fiscal year. The increase in revenues is due to increased assessments due to an increase in operating costs and Developer contributions toward the infrastructure improvements. The decrease in expenses is the due to the bond issue costs during the prior fiscal year.

GENERAL BUDGETING HIGHLIGHTS

An operating budget was adopted and maintained by the governing board for the District pursuant to the requirements of Florida Statutes. The budget is adopted using the same basis of accounting that is used in preparation of the fund financial statements. The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2022.

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At September 30, 2022, the District had \$8,252,167 invested in capital assets for its governmental activities. No depreciation has been taken, so the net book value is \$8,252,167. More detailed information about the District's capital assets is presented in the notes of the financial statements.

Capital Debt

At September 30, 2022, the District had \$7,150,000 in Bonds outstanding for its governmental activities. More detailed information about the District's capital debt is presented in the notes of the financial statements.

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND OTHER EVENTS

Subsequent to fiscal year end, the District issued \$2,120,000 of Series 2022 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2032 – May 1, 2053 and fixed interest rates ranging from 5% to 5.850%. The District also issued \$2,230,000 of Series 2032 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2030 – May 1, 2053 and fixed interest rates ranging from 4.5% to 5.6%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District.

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the financial resources it manages and the stewardship of the facilities it maintains. If you have questions about this report or need additional financial information, contact the Tohoqua Community Development District's Finance Department at 219 East Livingston Street, Orlando FL 32801.

**TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
CITY OF ST. CLOUD, FLORIDA
STATEMENT OF NET POSITION
SEPTEMBER 30, 2022**

| | Governmental Activities |
|----------------------------------|----------------------------|
| ASSETS | |
| Cash | \$ 322,988 |
| Accounts receivable | 31 |
| Assessments receivable | 5,396 |
| Prepaid items | 36,242 |
| Restricted assets: | |
| Investments | 391,236 |
| Capital assets: | |
| Nondepreciable | 8,252,167 |
| Total assets | 9,008,060 |
| LIABILITIES | |
| Accounts payable | 30,466 |
| Accrued interest payable | 116,433 |
| Noncurrent liabilities: | |
| Due within one year | 150,000 |
| Due in more than one year | 7,051,728 |
| Total liabilities | 7,348,627 |
| NET POSITION | |
| Net investment in capital assets | 1,063,579 |
| Restricted for debt service | 264,177 |
| Unrestricted | 331,677 |
| Total net position | \$ 1,659,433 |

See notes to the financial statements

**TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
CITY OF ST. CLOUD, FLORIDA
STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

| <u>Functions/Programs</u> | <u>Expenses</u> | <u>Program Revenues</u> | | | <u>Net (Expense) Revenue and Changes in Net Position</u> |
|-------------------------------|-----------------|-------------------------------------|---|---|--|
| | | <u>Charges for Services</u> | <u>Operating Grants and Contributions</u> | <u>Capital Grants and Contributions</u> | <u>Governmental Activities</u> |
| Primary government: | | | | | |
| Governmental activities: | | | | | |
| General government | \$ 150,747 | \$ 150,747 | \$ 5,261 | \$ - | \$ 5,261 |
| Maintenance and operations | 603,816 | 909,557 | - | 1,507,582 | 1,813,323 |
| Interest on long-term debt | 280,315 | 436,255 | 247 | - | 156,187 |
| Total governmental activities | 1,034,878 | 1,496,559 | 5,508 | 1,507,582 | 1,974,771 |
| General revenues: | | | | | |
| | | | | | 11,125 |
| | | | | | 11,125 |
| | | | | | 1,985,896 |
| | | | | | (326,463) |
| | | | | | \$ 1,659,433 |

See notes to the financial statements

**TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
CITY OF ST. CLOUD, FLORIDA
BALANCE SHEET
GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022**

| | Major Funds | | | Total Governmental Funds |
|--------------------------------------|-------------------|-------------------|---------------------|--------------------------------|
| | General | Debt Service | Capital Projects | |
| ASSETS | | | | |
| Cash | \$ 322,988 | \$ - | \$ - | \$ 322,988 |
| Investments | - | 378,337 | 12,899 | 391,236 |
| Assessments receivable | 3,123 | 2,273 | | 5,396 |
| Accounts receivable | 31 | - | - | 31 |
| Due from other funds | - | - | 241 | 241 |
| Prepaid items | 36,242 | - | - | 36,242 |
| Total assets | <u>\$ 362,384</u> | <u>\$ 380,610</u> | <u>\$ 13,140</u> | <u>\$ 756,134</u> |
| LIABILITIES AND FUND BALANCES | | | | |
| Liabilities: | | | | |
| Accounts payable | 30,466 | \$ - | \$ - | \$ 30,466 |
| Due to other funds | 241 | - | - | 241 |
| Total liabilities | <u>30,707</u> | <u>-</u> | <u>-</u> | <u>30,707</u> |
| Fund balances: | | | | |
| Nonspendable: | | | | |
| Prepaid items | 36,242 | - | - | 36,242 |
| Restricted for: | | | | |
| Debt service | - | 380,610 | - | 380,610 |
| Capital projects | - | - | 13,140 | 13,140 |
| Unassigned: | 295,435 | - | - | 295,435 |
| Total fund balances | <u>331,677</u> | <u>380,610</u> | <u>13,140</u> | <u>725,427</u> |
| Total liabilities and fund balances | <u>\$ 362,384</u> | <u>\$ 380,610</u> | <u>\$ 13,140</u> | <u>\$ 756,134</u> |

See notes to the financial statements

**TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
CITY OF ST. CLOUD, FLORIDA
RECONCILIATION OF THE BALANCE SHEET - GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2022**

Total fund balances - governmental funds \$ 725,427

Amounts reported for governmental activities in the statement of net position are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in the governmental funds. The statement of net position includes those capital assets, net of any accumulated depreciation, in the net position of the government as a whole.

| | | |
|--------------------------|-----------|-----------|
| Cost of capital assets | 8,252,167 | |
| Accumulated depreciation | - | 8,252,167 |

Liabilities not due and payable from current available resources are not reported as liabilities in the governmental fund statements. All liabilities, both current and long-term, are reported in the government-wide financial statements.

| | | |
|---|-------------|--------------|
| Accrued interest payable | (116,433) | |
| Bonds payable | (7,201,728) | (7,318,161) |
| Net position of governmental activities | | \$ 1,659,433 |

See notes to the financial statements

**TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
CITY OF ST. CLOUD, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

| | Major Funds | | | Total Governmental Funds |
|--|--------------|--------------|---------------------|--------------------------------|
| | General | Debt Service | Capital Projects | |
| REVENUES | | | | |
| Assessments | \$ 1,060,304 | \$ 436,255 | \$ - | \$ 1,496,559 |
| Developer contributions | 5,261 | - | - | 5,261 |
| Interest income | - | 247 | 119 | 366 |
| Miscellaneous | 11,125 | - | - | 11,125 |
| Total revenues | 1,076,690 | 436,502 | 119 | 1,513,311 |
| EXPENDITURES | | | | |
| Current: | | | | |
| General government | 150,747 | - | - | 150,747 |
| Maintenance and operations | 603,816 | - | - | 603,816 |
| Debt Service: | | | | |
| Principal | - | 150,000 | - | 150,000 |
| Interest | - | 283,999 | - | 283,999 |
| Capital outlay | - | - | 3,255,993 | 3,255,993 |
| Total expenditures | 754,563 | 433,999 | 3,255,993 | 4,444,555 |
| Excess (deficiency) of revenues over (under) expenditures | 322,127 | 2,503 | (3,255,874) | (2,931,244) |
| Fund balances - beginning | 9,550 | 378,107 | 3,269,014 | 3,656,671 |
| Fund balances - ending | \$ 331,677 | \$ 380,610 | \$ 13,140 | \$ 725,427 |

See notes to the financial statements

**TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
CITY OF ST. CLOUD, FLORIDA
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

| | |
|---|----------------------------|
| Net change in fund balances - total governmental funds | \$ (2,931,244) |
| Amounts reported for governmental activities in the statement of activities are different because: | |
| The change in accrued interest on long-term liabilities between the current and prior fiscal years is recorded in the statement of activities, but not in the governmental fund financial statements. | 1,900 |
| Repayment of long-term liabilities are reported as expenditures in the governmental fund statement but such repayments reduce liabilities in the statement of net position and are eliminated in the statement of activities. | 150,000 |
| Amortization of Bond discounts/premiums is not recognized in the governmental fund financial statements, but is reported as an expense in the statement of activities. □ | 1,784 |
| Conveyances of infrastructure improvements to the District are reported as capital contributions in the government wide statements and not shown on the fund financial statements. | 1,507,463 |
| Governmental funds report capital outlays as expenditures, however, the cost of capital assets is eliminated in the statement of activities and capitalized in the statement of net position. | <u>3,255,993</u> |
| Change in net position of governmental activities | <u><u>\$ 1,985,896</u></u> |

See notes to the financial statements

**TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
CITY OF ST. CLOUD, FLORIDA
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 – NATURE OF ORGANIZATION AND REPORTING ENTITY

Tohoqua Community Development District ("the District") was created on August 15, 2017 pursuant to the Uniform Community Development District Act of 1980, otherwise known as Chapter 190, Florida Statutes, by Osceola County Ordinance 2017-57, subsequently annexed into the City of St. Cloud on May 24, 2018 by Ordinance 2017-53. The Act provides among other things, the power to manage basic services for community development, power to borrow money and issue bonds, and to levy and assess non-ad valorem assessments for the financing and delivery of capital infrastructure.

The District was established for the purposes of financing and managing the acquisition, construction, maintenance and operation of a portion of the infrastructure necessary for community development within the District.

The District is governed by the Board of Supervisors ("the District") which is composed of five members. The Supervisors are elected by landowners of the District. The Board of Supervisors of the District exercise all powers granted to the District pursuant to Chapter 190, Florida Statutes. Certain Board members are affiliated with Tohoqua Development Group, LLC (the "Developer") as of September 30, 2022.

The District has the final responsibility for:

1. Assessing and levying maintenance taxes and special assessments.
2. Approving budgets.
3. Exercising control over facilities and properties.
4. Controlling the use of funds generated by the District.
5. Approving the hiring and firing of key personnel.
6. Financing improvements.

The financial statements were prepared in accordance with Governmental Accounting Standards District ("GASB") Statements. Under the provisions of those standards, the financial reporting entity consists of the primary government, organizations for which the Board of Supervisors is considered to be financially accountable and other organizations for which the nature and significance of their relationship with the District are such that, if excluded, the financial statements of the District would be considered incomplete or misleading. There are no entities considered to be component units of the District; therefore, the financial statements include only the operations of the District.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Government-Wide and Fund Financial Statements

The basic financial statements include both government-wide and fund financial statements.

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government. For the most part, the effect of interfund activity has been removed from these statements.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include: 1) charges to customers who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment; operating-type special assessments for maintenance and debt service are treated as charges for services and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Other items not included among program revenues are reported instead as *general revenues*.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Measurement Focus, Basis of Accounting and Financial Statement Presentation

The government-wide financial statements are reported using the *economic resources measurement* focus and the *accrual basis of accounting*. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Assessments are recognized as revenues in the year for which they are levied. Grants and similar items are to be recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the *current financial resources measurement focus* and the *modified accrual basis of accounting*. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be *available* when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures are recorded only when payment is due.

Assessments

Assessments are non-ad valorem assessments on benefitted property within the District. Operating and Maintenance Assessments are based upon adopted budget and levied annually at a public hearing of the District. Debt Service Assessments are levied when Bonds are issued and assessed and collected on an annual basis. The District may collect assessments directly or utilize the uniform method of collection (Chapter 197.3632, Florida Statutes). Direct collected assessments are due as determined by annual assessment resolution adopted by the Board of Supervisors. Assessments collected under the uniform method are mailed by County Tax Collector on November 1 and due on or before May 31 of each year. Property owners may prepay a portion or all of the Debt Service Assessments on their property subject to various provisions in the Bond documents.

Assessments and interest associated with the current fiscal period are considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. The portion of assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period.

The District reports the following major governmental funds:

General Fund

The general fund is the general operating fund of the District. It is used to account for all financial resources except those required to be accounted for in another fund.

Debt Service Fund

The debt service fund is used to account for the accumulation of resources for the annual payment of principal and interest on long-term debt.

Capital Projects Fund

This fund accounts for the financial resources to be used for the acquisition or construction of major infrastructure and repairs and maintenance within the District.

As a general rule, the effect of interfund activity has been eliminated from the government-wide financial statements.

When both restricted and unrestricted resources are available for use, it is the government's policy to use restricted resources first for qualifying expenditures, then unrestricted resources as they are needed.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity

Restricted Assets

These assets represent cash and investments set aside pursuant to Bond covenants or other contractual restrictions.

Deposits and Investments

The government's cash and cash equivalents are considered to be cash on hand and demand deposits (interest and non-interest bearing).

The District has elected to proceed under the Alternative Investment Guidelines as set forth in Section 218.415 (17) Florida Statutes. The District may invest any surplus public funds in the following:

- a) The Local Government Surplus Trust Funds, or any intergovernmental investment pool authorized pursuant to the Florida Interlocal Cooperation Act;
- b) Securities and Exchange Commission registered money market funds with the highest credit quality rating from a nationally recognized rating agency;
- c) Interest bearing time deposits or savings accounts in qualified public depositories;
- d) Direct obligations of the U.S. Treasury.

Securities listed in paragraph c and d shall be invested to provide sufficient liquidity to pay obligations as they come due.

The District records all interest revenue related to investment activities in the respective funds. Investments are measured at amortized cost or reported at fair value as required by generally accepted accounting principles.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items.

Capital Assets

Capital assets which include property, plant and equipment, and infrastructure assets (e.g., roads, sidewalks and similar items) are reported in the government activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$5,000 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized. Major outlays for capital assets and improvements are capitalized as projects are constructed.

Property, plant and equipment of the District are depreciated using the straight-line method over the following estimated useful lives:

| <u>Assets</u> | <u>Years</u> |
|----------------|--------------|
| Infrastructure | 15 - 40 |

Unearned Revenue

Governmental funds report unearned revenue in connection with resources that have been received, but not yet earned.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Long-Term Obligations

In the basic financial statements, long-term debt and other long-term obligations are reported as liabilities statement of net position. Bond premiums and discounts are deferred and amortized ratably over the life of the Bonds. Bonds payable are reported net of the applicable premiums or discounts. Bond issuance costs are expensed when incurred.

In the fund financial statements, governmental fund types recognize premiums and discounts, as well as issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then.

In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net position that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time

Fund Equity/Net Position

In the fund financial statements, governmental funds report non spendable and restricted fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Assignments of fund balance represent tentative management plans that are subject to change.

The District can establish limitations on the use of fund balance as follows:

Committed fund balance – Amounts that can be used only for the specific purposes determined by a formal action (resolution) of the Board of Supervisors. Commitments may be changed or lifted only by the Board of Supervisors taking the same formal action (resolution) that imposed the constraint originally. Resources accumulated pursuant to stabilization arrangements sometimes are reported in this category.

Assigned fund balance – Includes spendable fund balance amounts established by the Board of Supervisors that are intended to be used for specific purposes that are neither considered restricted nor committed. The Board may also assign fund balance as it does when appropriating fund balance to cover differences in estimated revenue and appropriations in the subsequent year's appropriated budget. Assignments are generally temporary and normally the same formal action need not be taken to remove the assignment.

The District first uses committed fund balance, followed by assigned fund balance and then unassigned fund balance when expenditures are incurred for purposes for which amounts in any of the unrestricted fund balance classifications could be used.

NOTE 2 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Assets, Liabilities and Net Position or Equity (Continued)

Fund Equity/Net Position (Continued)

Net position is the difference between assets and deferred outflows of resources less liabilities and deferred inflows of resources. Net position in the government-wide financial statements are categorized as net investment in capital assets, restricted or unrestricted. Net investment in capital assets represents net position related to infrastructure and property, plant and equipment. Restricted net position represents the assets restricted by the District's Bond covenants or other contractual restrictions. Unrestricted net position consists of the net position not meeting the definition of either of the other two components.

Other Disclosures

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, and disclosure of contingent assets and liabilities at the date of the financial statements, and the reported amounts of revenues and expenditures during the reporting period. Actual results could differ from those estimates.

NOTE 3 – BUDGETARY INFORMATION

The District is required to establish a budgetary system and an approved Annual Budget. Annual Budgets are adopted on a basis consistent with generally accepted accounting principles for the general fund. All annual appropriations lapse at fiscal year-end.

The District follows these procedures in establishing the budgetary data reflected in the financial statements.

- a) Each year the District Manager submits to the District Board a proposed operating budget for the fiscal year commencing the following October 1.
- b) Public hearings are conducted to obtain public comments.
- c) Prior to October 1, the budget is legally adopted by the District Board.
- d) All budget changes must be approved by the District Board.
- e) The budgets are adopted on a basis consistent with generally accepted accounting principles.
- f) Unused appropriation for annually budgeted funds lapse at the end of the year.

NOTE 4 – DEPOSITS AND INVESTMENTS

Deposits

The District's cash balances were entirely covered by federal depository insurance or by a collateral pool pledged to the State Treasurer. Florida Statutes Chapter 280, "Florida Security for Public Deposits Act", requires all qualified depositories to deposit with the Treasurer or another banking institution eligible collateral equal to various percentages of the average daily balance for each month of all public deposits in excess of any applicable deposit insurance held. The percentage of eligible collateral (generally, U.S. Governmental and agency securities, state or local government debt, or corporate bonds) to public deposits is dependent upon the depository's financial history and its compliance with Chapter 280. In the event of a failure of a qualified public depository, the remaining public depositories would be responsible for covering any resulting losses.

NOTE 4 – DEPOSITS AND INVESTMENTS (Continued)

Investments

The District's investments were held as follows at September 30, 2022:

| | Amortized Cost | Credit Risk | Maturities |
|---------------------------|-------------------|-------------|------------|
| US Bank Money Market Ct 5 | \$ 391,236 | N/A | N/A |
| Total Investments | <u>\$ 391,236</u> | | |

Concentration risk – The District places no limit on the amount the District may invest in any one issuer.

Credit risk – For investments, credit risk is generally the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. Investment ratings by investment type are included in the preceding summary of investments.

Interest rate risk – The District does not have a formal policy that limits investment maturities as a means of managing exposure to fair value losses arising from increasing interest rates.

However, the Bond Indenture limits the type of investments held using unspent proceeds.

Fair Value Measurement – When applicable, the District measures and records its investments using fair value measurement guidelines established in accordance with GASB Statements. The framework for measuring fair value provides a fair value hierarchy that prioritizes the inputs to valuation techniques.

These guidelines recognize a three-tiered fair value hierarchy, in order of highest priority, as follows:

- *Level 1:* Investments whose values are based on unadjusted quoted prices for identical investments in active markets that the District has the ability to access;
- *Level 2:* Investments whose inputs - other than quoted market prices - are observable either directly or indirectly; and,
- *Level 3:* Investments whose inputs are unobservable.

The fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the entire fair value measurement. Valuation techniques used should maximize the use of observable inputs and minimize the use of unobservable inputs.

Money market investments that have a maturity at the time of purchase of one year or less and are held by governments other than external investment pools should be measured at amortized cost. Accordingly, the District's investments have been reported at amortized cost above.

NOTE 5 – CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2022 was as follows:

| | Beginning Balance | Additions | Reductions | Ending Balance |
|---|----------------------|---------------------|-------------|---------------------|
| <u>Governmental activities</u> | | | | |
| Capital assets, not being depreciated | | | | |
| Construction in progress | \$ 3,488,711 | \$ 4,763,456 | \$ - | \$ 8,252,167 |
| Total capital assets, not being depreciated | <u>3,488,711</u> | <u>4,763,456</u> | <u>-</u> | <u>8,252,167</u> |
| Governmental activities capital assets | <u>\$ 3,488,711</u> | <u>\$ 4,763,456</u> | <u>\$ -</u> | <u>\$ 8,252,167</u> |

NOTE 5 – CAPITAL ASSETS (Continued)

The infrastructure intended to serve the District has been estimated at a total cost of about \$71,780,000. The Capital Improvement Program (“CIP”) will be built out in phases. The infrastructure will include roads, stormwater management, utilities, community facilities, and off-site improvements. A portion of the project costs are to be funded with the proceeds from the issuance of Bonds and the remainder is intended to be funded by the Developer. The remaining project costs will be funded by a combination of Developer contributions or future bond issues. Upon completion, certain assets will be conveyed for ownership and maintenance. During the current year, the District paid \$3,255,993 to the Developers for the acquisition of infrastructure, in addition, the Developers conveyed \$1,507,463 of improvements.

NOTE 6 – LONG-TERM LIABILITIES

Series 2018

On February 8, 2018, the District issued \$2,165,000 of Special Assessment Revenue Bonds, Series 2018, consisting of \$1,090,000 Term Bonds due on May 1, 2038 and \$1,075,000 Term Bonds due on May 1, 2048 with fixed interest rates ranging from 4.7% to 4.8%. The Bonds were issued to repay the developer for financing the construction improvements to the District. Interest is to be paid semiannually on each May 1st and November 1st. Principal on the Bonds is to be paid serially commencing May 1, 2019 through May 1, 2048.

The Series 2018 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2022.

Series 2021 Phase 2 Bonds

On March 5, 2021, the District issued \$2,580,000 of Special Assessment Revenue Bonds, Series 2021 “Phase 2 Bonds”, consisting of \$2,580,000 Term Bonds due on May 1, 2051 with fixed interest rates ranging from 2.375% to 4.000%. The Bonds were issued to repay the Developer for financing the construction improvements for the District. Interest is to be paid semiannually on each May 1st and November 1st. Principal on the Bonds is to be paid serially commencing May 1, 2022 through May 1, 2051.

The Series 2021 Phase 2 Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2022.

NOTE 6 – LONG-TERM LIABILITIES (Continued)

Series 2021 Phase 4A/5A Bonds

On March 19, 2021, the District issued \$2,660,000 of Special Assessment Revenue Bonds, Series 2021 “Phase 4A/5A Bonds”, consisting of \$2,660,000 Term Bonds due on May 1, 2051 with fixed interest rates ranging from 2.500% to 4.000%. The Bonds were issued to repay the Developer for financing the construction improvements for the District. Interest is to be paid semiannually on each May 1st and November 1st. Principal on the Bonds is to be paid serially commencing May 1, 2022 through May 1, 2051.

The Series 2021 Phase 4A/5A Bonds are subject to redemption at the option of the District prior to their maturity. The Bonds are subject to extraordinary mandatory redemption prior to their selected maturity in the manner determined by the Bond Registrar if certain events occurred as outlined in the Bond Indenture.

The Bond Indenture established a debt service reserve requirement as well as other restrictions and requirements relating principally to the use of proceeds to pay for the infrastructure improvements and the procedures to be followed by the District on assessments to property owners. The District agrees to levy special assessments in annual amounts adequate to provide payment of debt service and to meet the reserve requirements. The District was in compliance with the requirements at September 30, 2022.

Long-term Debt Activity

Changes in long-term liabilities for the fiscal year ended September 30, 2022 were as follows:

| | Beginning Balance | Additions | Reductions | Ending Balance | Due Within One Year |
|--------------------------------|---------------------|-------------|-------------------|---------------------|---------------------|
| <u>Governmental activities</u> | | | | | |
| Series 2018 Bonds | \$ 2,060,000 | \$ - | \$ 40,000 | \$ 2,020,000 | \$ 40,000 |
| Series 2021 Phase 2 | 2,580,000 | - | 55,000 | 2,525,000 | 55,000 |
| Plus: Original issue premium | 33,140 | - | 1,105 | 32,035 | - |
| Series 2021 Phase 4A/5A | 2,660,000 | - | 55,000 | 2,605,000 | 55,000 |
| Plus: Original issue premium | 20,372 | - | 679 | 19,693 | - |
| Total | \$ 7,353,512 | \$ - | \$ 151,784 | \$ 7,201,728 | \$ 150,000 |

At September 30, 2022, the scheduled debt service requirements on the long - term liabilities were as follows:

| Year ending September 30: | Governmental Activities | | |
|------------------------------|-------------------------|---------------------|----------------------|
| | Principal | Interest | Total |
| 2023 | \$ 150,000 | \$ 279,439 | \$ 429,439 |
| 2024 | 155,000 | 274,877 | 429,877 |
| 2025 | 155,000 | 270,080 | 425,080 |
| 2026 | 165,000 | 265,285 | 430,285 |
| 2027 | 170,000 | 260,244 | 430,244 |
| 2028-2032 | 935,000 | 1,208,369 | 2,143,369 |
| 2033-2037 | 1,135,000 | 1,019,437 | 2,154,437 |
| 2038-2042 | 1,375,000 | 780,861 | 2,155,861 |
| 2043-2047 | 1,700,000 | 471,400 | 2,171,400 |
| 2048-2051 | 1,210,000 | 116,240 | 1,326,240 |
| | \$ 7,150,000 | \$ 4,946,232 | \$ 12,096,232 |

NOTE 7 – DEVELOPER TRANSACTIONS AND CONCENTRATION

Assessments in the general and debt service funds include amounts owned on Developer owned lots

The District’s activities are dependent on the continued involvement of the Developer, the loss which could have a material adverse effect on the District’s operations.

NOTE 8 – MANAGEMENT COMPANY

The District has contracted with a management company to perform management advisory services, which include financial and accounting advisory services. Certain employees of the management company also serve as officers (Board appointed non-voting positions) of the District. Under the agreement, the District compensates the management company for management, accounting, financial reporting, and other administrative costs.

NOTE 9 – RISK MANAGEMENT

The District is exposed to various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; and natural disasters. The District has obtained commercial insurance from independent third parties to mitigate the costs of these risks; coverage may not extend to all situations.

NOTE 10 – SUBSEQUENT EVENTS

Bond Issuance

Subsequent to fiscal year end, the District issued \$2,120,000 of Series 2022 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2032 – May 1, 2053 and fixed interest rates ranging from 5% to 5.850%. The District also issued \$2,230,000 of Series 2032 Bonds, consisting of multiple term bonds with due dates ranging from May 1, 2030 – May 1, 2053 and fixed interest rates ranging from 4.5% to 5.6%. The Bonds were issued to finance the acquisition and construction of certain improvements for the benefit of the District.

**TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
CITY OF ST. CLOUD, FLORIDA
SCHEDULE OF REVENUES, EXPENDITURES AND CHANGES IN
FUND BALANCE - BUDGET AND ACTUAL – GENERAL FUND
FOR THE FISCAL YEAR ENDED SEPTEMBER 30, 2022**

| | Budgeted Amounts | Actual Amounts | Variance with Final Budget - Positive (Negative) |
|--|---------------------|----------------|---|
| | Original & Final | | |
| REVENUES | | | |
| Assessments | \$ 1,055,725 | \$ 1,060,304 | \$ 4,579 |
| Developer contributions | 220,146 | 5,261 | (214,885) |
| Miscellaneous | 12,000 | 11,125 | (875) |
| Total revenues | 1,287,871 | 1,076,690 | (211,181) |
| EXPENDITURES | | | |
| Current: | | | |
| General government | 144,052 | 150,747 | (6,695) |
| Maintenance expenditures | 961,442 | 603,816 | 357,626 |
| Amenity center | 182,377 | - | 182,377 |
| Total expenditures | 1,287,871 | 754,563 | 533,308 |
| Excess (deficiency) of revenues over (under) expenditures | \$ - | 322,127 | \$ 322,127 |
| Fund balance - beginning | | 9,550 | |
| Fund balance - ending | | \$ 331,677 | |

See notes to required supplementary information

**TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
CITY OF ST. CLOUD, FLORIDA
NOTES TO REQUIRED SUPPLEMENTARY INFORMATION**

The District is required to establish a budgetary system and an approved Annual Budget for the general fund. The District's budgeting process is based on estimates of cash receipts and cash expenditures which are approved by the Board. The budget approximates a basis consistent with accounting principles generally accepted in the United States of America (generally accepted accounting principles).

The legal level of budgetary control, the level at which expenditures may not exceed budget, is in the aggregate. Any budget amendments that increase the aggregate budgeted appropriations must be approved by the Board of Supervisors. Actual general fund expenditures did not exceed appropriations for the fiscal year ended September 30, 2022.

**TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
CITY OF ST. CLOUD, FLORIDA
OTHER INFORMATION – DATA ELEMENTS
REQUIRED BY FLORIDA STATUTE 218.39(3)(C)
UNAUDITED**

| <u>Element</u> | <u>Comments</u> |
|---|---|
| Number of district employees compensated at 9/30/2022 | 3 |
| Number of independent contractors compensated in September 2022 | 13 |
| Employee compensation for FYE 9/30/2022 (paid/accrued) | \$ 4,600.00 |
| Independent contractor compensation for FYE 9/30/2022 | \$ 4,009,742.33 |
| Construction projects to begin on or after October 1; (>\$65K) | Not applicable |
| Budget variance report | See page 22 of annual financial report |
| Ad Valorem taxes; | Not applicable |
| | |
| Non ad valorem special assessments; | |
| Special assessment rate FYE 9/30/2022 | Operations and maintenance - \$498.00 - \$1,278 Debt service - \$300.00 - \$824.48 |
| Special assessments collected FYE 9/30/2022 | \$ 1,496,558.34 |
| Outstanding Bonds: | |
| Series 2018, due May 1, 2048, | see Note 6 for details |
| Series 2021 Phase 2, due May 1, 2051, | see Note 6 for details |
| Series 2021 Phase 4A/5A, due May 1, 2051, | see Note 6 for details |



INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Supervisors
Tohoqua Community Development District
City of St. Cloud, Florida

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and each major fund of Tohoqua Community Development District, City of St. Cloud, Florida ("District") as of and for the fiscal year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our opinion thereon dated June 26, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

June 26, 2023



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
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www.graucpa.com

**INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE WITH THE
REQUIREMENTS OF SECTION 218.415, FLORIDA STATUTES, REQUIRED BY
RULE 10.556(10) OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA**

To the Board of Supervisors
Tohoqua Community Development District
City of St. Cloud, Florida

We have examined Tohoqua Community Development District, City of St. Cloud, Florida's ("District") compliance with the requirements of Section 218.415, Florida Statutes, in accordance with Rule 10.556(10) of the Auditor General of the State of Florida during the fiscal year ended September 30, 2022. Management is responsible for District's compliance with those requirements. Our responsibility is to express an opinion on District's compliance based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the District complied, in all material respects, with the specified requirements referenced in Section 218.415, Florida Statutes. An examination involves performing procedures to obtain evidence about whether the District complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion. Our examination does not provide a legal determination on the District's compliance with specified requirements.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the examination engagement.

In our opinion, the District complied, in all material respects, with the aforementioned requirements for the fiscal year ended September 30, 2022.

This report is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, management, and the Board of Supervisors of Tohoqua Community Development District, City of St. Cloud, Florida and is not intended to be and should not be used by anyone other than these specified parties.

June 26, 2023



**MANAGEMENT LETTER PURSUANT TO THE RULES OF
THE AUDITOR GENERAL FOR THE STATE OF FLORIDA**

To the Board of Supervisors
Tohoqua Community Development District
City of St. Cloud, Florida

Report on the Financial Statements

We have audited the accompanying basic financial statements of Tohoqua Community Development District ("District") as of and for the fiscal year ended September 30, 2022 and have issued our report thereon dated June 26, 2023.

Auditor's Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of the Financial Statements Performed in Accordance with *Government Auditing Standards*; and Independent Auditor's Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated June 26, 2023, should be considered in conjunction with this management letter.

Purpose of this Letter

The purpose of this letter is to comment on those matters required by Chapter 10.550 of the Rules of the Auditor General for the State of Florida. Accordingly, in connection with our audit of the financial statements of the District, as described in the first paragraph, we report the following:

- I. Current year findings and recommendations.**
- II. Status of prior year findings and recommendations.**
- III. Compliance with the Provisions of the Auditor General of the State of Florida.**

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and the Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, as applicable, management, and the Board of Supervisors of Tohoqua Community Development District, City of St. Cloud, Florida and is not intended to be and should not be used by anyone other than these specified parties.

We wish to thank Tohoqua Community Development District, City of St. Cloud, Florida and the personnel associated with it, for the opportunity to be of service to them in this endeavor as well as future engagements and the courtesies extended to us.

June 26, 2023

REPORT TO MANAGEMENT

I. CURRENT YEAR FINDINGS AND RECOMMENDATIONS

None

II. PRIOR YEAR FINDINGS AND RECOMMENDATIONS

None

III. COMPLIANCE WITH THE PROVISIONS OF THE AUDITOR GENERAL OF THE STATE OF FLORIDA

Unless otherwise required to be reported in the auditor's report on compliance and internal controls, the management letter shall include, but not be limited to the following:

1. A statement as to whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report.

There were no significant findings and recommendations made in the preceding annual financial audit report for the fiscal year ended September 30, 2021.

2. Any recommendations to improve the local governmental entity's financial management.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported for the fiscal year ended September 30, 2022.

3. Noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance.

There were no such matters discovered by, or that came to the attention of, the auditor, to be reported, for the fiscal year ended September 30, 2022.

4. The name or official title and legal authority of the District are disclosed in the notes to the financial statements.

5. The District has not met one or more of the financial emergency conditions described in Section 218.503(1), Florida Statutes.

6. We applied financial condition assessment procedures and no deteriorating financial conditions were noted as of September 30, 2022. It is management's responsibility to monitor financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

7. Management has provided the specific information required by Section 218.39(3)(c) in the Other Information section of the financial statements on page 24.

SECTION IX

**Uniting partners through exceptional
landscape services**



UNITED
Land Services

Tohoqua - Renewal

Tohoqua - Renewal



**Proposal
For
Landscape & Irrigation Maintenance**

May 2023

May 2023

Tohoqua

c/o GMS

Alan Scherer

RE: Landscape Maintenance & Irrigation Proposal

Dear Alan

Thank you for the opportunity to submit a proposal to continue our partnership with the community. We sincerely appreciate your trust in United Land Services, LLC as your landscape service provider and look forward to continuing to build a long, lasting relationship with our clients.

If you have any questions after reviewing our proposal, please do not hesitate to contact me at any time. I am always available to provide solutions and discuss any aspect of property's needs directly.

Sincerely,

Tom Enright
Business Development Manager
United Land Services
904-788-9199
tenright@unitedlandservices.com

Your Investment

Landscape Management Proposal

Tohoqua - Combined Proposal

| Contract Maintenance | Monthly | Yearly |
|--|--------------------|---------------------|
| Tohoqua - 1st Amendment Phase 2&3 Pond | \$4,323.00 | \$51,876.00 |
| Tohoqua - 2 Additional Ponds | \$700.00 | \$8,400.00 |
| Tohoqua - Amenity Center Pond | \$1,166.67 | \$14,000.04 |
| Tohoqua - Amenity Complex | \$1,743.75 | \$20,925.00 |
| Tohoqua - Cross Prairie Parkway | \$3,668.33 | \$44,019.96 |
| Tohoqua - East Cross Prairie Parkway | \$3,885.00 | \$46,620.00 |
| Tohoqua - Phase I | \$5,943.33 | \$71,319.96 |
| Tohoqua - Phase 6 | \$4,336.00 | \$52,032.00 |
| Total for Landscape Maintenance | \$25,766.08 | \$309,192.96 |

SERVICES AGREEMENT

This Services Agreement (the “**Agreement**”) is entered into this 1st day of October, 2023 between _____ (the “**Customer**”), and Florida ULS Operating, LLC DBA United Land Services, LLC, (the “**Contractor**”). Contractor is in the business of providing landscape maintenance services and Customer desires to contract with Contractor to provide landscape maintenance services to Customer and certain properties managed by Customer in accordance with the following terms and conditions of this Agreement.

Service Address:

Bill to Address:

1. *Term.* The initial term of the Agreement shall commence for a one (1) year period commencing on October 1, 2023 and ending on September 30, 2023. After expiration of the initial term, the Agreement shall continue on a month-to-month basis unless terminated by either party upon thirty (30) days prior written notice.
2. *Services.* Contractor agrees to provide the Customer with the scope of services set forth in **Exhibit A** (the “Services”). Contractor agrees to provide all labor, material, equipment, and supervision to perform the duties outlined by this Agreement, except that Customer shall provide any water and utilities necessary for Contractor to perform the Services. Contractor warrants to the Customer that: (i) Contractor will perform the Services in a workmanlike manner in accordance with reasonable prevailing industry standards; (ii) Contractor shall comply with all applicable laws; (iii) Contractor has no outstanding agreement or obligation that is in conflict with any of the provisions of this Agreement or that would preclude Contractor from complying with the provisions of this Agreement. Contractor shall not be liable for any nonperformance, delays, or alleged deficient performance resulting from any environmental issues, including drought, hurricane, flooding, tornados, rainfall, storms, earthquakes, or other disasters or weather events, any governments actions or changes in law, any wars, acts of terrorism, epidemics, shortages, strikes or other labor issues, or other causes beyond the control of Contractor. Contractor’s liability to Customer for any alleged non-performance under this Agreement shall be expressly limited to the amount of compensation actually received by Contractor for the disputed scope of work.
3. *Compensation.* In consideration of the Contractor’s performance of the Services, the Customer agrees to pay Contractor the fees set forth on **Exhibit B** for the total monthly amount of \$ 309,192.96. On each anniversary date of this Agreement, the agreed upon fees for Contractor’s Services shall be increased by 3% over the previous year’s level or CPI, whichever is greater. Customer shall be responsible for all sales, use, and other taxes with respect to all amounts paid by the Customer to Contractor under this Agreement other than taxes on Contractor’s income.
4. *Confidentiality.* Customer acknowledges this agreement along with any documentation, financial data, designs and plans provided by the Contractor are confidential information and shall not be disclosed by the Customer to any other person or entity.
5. *Late Payment.* If payment is not received within 30 days of invoicing, a 1.5% per month late fee will be applied to all unpaid balances. Should Contractor need to pursue legal action to collect any amounts owed, Customer agrees to pay Contractor’s attorney’s fees, court costs, and all other expenses incurred.

6. **Termination.** Customer may terminate this Agreement for cause, if Contractor, after prior written notice per section 7, of any default hereunder, fails to cure that default within 30 days thereafter. Customer shall pay for all services performed up to the effective date of any valid termination. Contractor, upon 30 days prior written notice to Customer, may terminate this Agreement without cause.

7. **Notices.** Any notice required to be sent to the Contractor under this Agreement shall be sent to the following address unless otherwise specified: Attention Aaron Wilbanks 12276 San Jose Blvd, Suite 747, Jacksonville, Florida 32223. Any notice required to be sent to the Customer under this Agreement shall be sent to the Service Address specified above, or to such other address as Customer hereafter provides.

8. **Insurance.** Contractor acknowledges and agree that it shall be solely responsible for securing and maintaining all insurance coverage for itself and its employees, including without limitation, commercial general liability, workers' compensation and employers' liability, comprehensive automobile, and umbrella liability. Contractor shall provide proof of insurance coverage prior to commencement and shall not cancel or change any coverage without providing Customer written notice.

9. **Licenses.** Contractor shall maintain all applicable licenses and permits within the cities, counties and states of operations.

10. **Indemnification.** Each party, to the extent permitted by law, will indemnify, defend and hold harmless the other party, its affiliates, and all of their directors, officers, employees, agents and representatives from and against all claims, liabilities, damages, losses or expenses to the extent arising out of any negligence, willful misconduct, breach of contract or violation of law for which the indemnifying party, its employees, agents, subcontractors, or assigns in the performance of work under this Agreement is at fault. In the event the parties are jointly at fault, each party will indemnify the other in proportion to its relative fault.

11. **General.** Contractor enters into this Agreement as an independent contractor. Contractor shall be solely responsible for all taxes, withholdings, and other similar statutory obligations with respect to its employees, including without limitation, Worker' Compensation Insurance. Either party may assign this Agreement to an affiliate or to any successor entity or purchaser of a substantial portion of the assets of such party that relate to the subject matter of this Agreement without the other party's consent but with written notice. This Agreement shall be governed by the laws of the State of Florida. The exclusive jurisdiction for the resolution of any disputes arising out of or relating to this Agreement shall be in a court of competent jurisdiction in Duval County, Florida. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter. No amendment or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement as of the day and year first above written.

| CONTRACTOR | CUSTOMER |
|--|-----------------|
| Florida ULS Operating, LLC DBA United Land Services, LLC | |
| <i>Aaron Wilbanks</i> | |
| Signature | Signature |
| 5/16/2023 | |
| Date | Date |



*Uniting partners through exceptional
landscape services*

SECTION X

Customized Service Plan and Proposal

Prepared for:

The Tohoqua CDD

By:
Jesse Neyer

Date:
June 21, 2023



coverall.com

Proposal Page 1

Proposal Date: 6/21/2023 | Initials: _____ / _____
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June 21, 2023

The Tohoqua CDD
Marcia Calleja
1830 Fulfillment Drive
KISSIMMEE, FL 34744
US

Dear Marcia,

Thank you for talking with me about your cleaning program and your business needs. I have created a proposal based on our discussion. Please review the attached documents to see exactly how the Coverall® Program will help your facility look and smell clean, and actually be a cleaner, healthier place for everyone.

Thank you again for the opportunity to present this customized Service Plan. The entire Coverall team looks forward to the next steps!

Sincerely,

Jesse Neyer

Jesse.Neyer@Coverall.com



Coverall Service Plan

The Coverall® Program has been customized to meet your requests and requirements for a clean, healthy work environment. The details of your Service Plan are documented below.

Company: The Tohoqua CDD
Phone: (407) 841-5524
Contact: Marcia Calleja
Email: mcalleja@gmscfl.com
Address where service will be performed: 1830 Fulfillment Drive
KISSIMMEE, FL 34744
US
Frequency of Regular Service: 3x per week
Total Cleanable Area: 3,218 square feet

Areas to be Serviced:

- Cardio Areas
- Kitchen Areas
- Offices
- Outdoor Trash Cans in Pool Area
- Fitness Center
- Lobby / Reception
- Organizing Pool Chairs
- Restrooms
- Free Weight Areas
- Lounges
- Outdoor Tables in Pool Area
- Wiping Fitness Machines

Exclude:



Regular Services included in your Service Plan:

The following tasks will be included in your Service Plan and delivered by a trained and certified Coverall Franchised Business using the Coverall® Program.

Dusting And Disinfecting

| INCLUDED TASKS | FREQUENCY |
|---|--------------|
| Damp Wipe and Disinfect Community Surfaces - Detail Clean Thoroughly dust and clean accessible community area fixtures and office furniture including file cabinets, desks, credenzas, counter tops, display units, window sills. <i>Note: Including Outdoor Tables in Pool Area</i> | 3x per week |
| Damp Wipe and Disinfect High Community Touch Points Clean and disinfect the community area high touch points such as light switches and door knobs. Fully clean both sides of main entrance glass doors. | 3x per week |
| Counters, Sinks Clean and disinfect counters and sinks in areas other than the restrooms or kitchens. | 3x per week |
| Damp Wipe and Disinfect Community & Personal Area Telephones Damp wipe and disinfect desktop telephones in community areas and personal work spaces. | 1x per week |
| Damp Wipe and Disinfect Drinking Fountains and Water Coolers Damp wipe and disinfect exterior (outside) of drinking fountains and water coolers. | 3x per week |
| High and Low Dusting Clean items up to 12 feet from the floor (high dusting), such as ceiling vents, light fixtures, high window sills and corners not cleaned as part of normal wiping; and items near floor (low dusting), such as vents, corners, outlets, baseboards, etc. | 1x per month |
| Dust Vertical or Horizontal Blinds Dust or Vacuum vertical or horizontal blinds, not to exceed 12 feet from the floor, to remove dust and visible soil. | 1x per month |
| Vacuum Furnishings or Wet Wipe Vacuum fabric-covered furnishings and or wet wipe other furniture to remove visible dust or soil. | 1x per month |

Glass

| INCLUDED TASKS | FREQUENCY |
|--|-------------|
| Thoroughly Clean Internal Glass Thoroughly clean internal partition glass. | 1x per week |



coverall.com

Proposal Page 4

Proposal Date: 6/21/2023 | Initials: _____ / _____

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| | |
|--|-------------|
| Spot Clean Internal Glass Provide spot cleaning on internal partition glass. | 2x per week |
|--|-------------|

Carpet And Floor Care

| INCLUDED TASKS | FREQUENCY |
|--|-------------|
| Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop. | 3x per week |
| Damp Mop Hard Surface Floors - Detail Clean Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt. | 3x per week |

Trash

| INCLUDED TASKS | FREQUENCY |
|--|-------------|
| Empty Cans and Remove Trash Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customer's trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered Business or Coverall. <i>Note: Including Outdoor Pool Area Trash</i> | 3x per week |

Kitchen Areas

| INCLUDED TASKS | FREQUENCY |
|---|-------------|
| Damp Wipe and Disinfect Counters, Tables and Sinks - Detail Clean Thoroughly damp wipe and disinfect counters, tables and sinks. | 3x per week |
| Damp Wipe and Disinfect Refrigerator - Spot Clean Spot clean exterior (outside) of refrigerator to remove smudges and fingerprints. | 1x per week |



| | |
|--|-------------|
| <p>Empty Cans and Remove Trash Empty trash that is contained in trash cans, in an area designated specifically for trash, or clearly labeled as trash and transport to customer's trash removal or storage area. Replace liners, spot clean receptacles as needed and take trash to designated area on customer premises. Please note: Any item that is in trash cans, designated trash areas, or clearly labeled as trash will be considered trash regardless of the content, and its loss will not be the responsibility of the Coverall Franchised Business or Coverall.</p> | 3x per week |
| <p>Damp Wipe and Disinfect Microwave(s) Thoroughly damp wipe and disinfect inside and outside of microwave with all-purpose disinfectant cleaner to rinse food contact surfaces.</p> | 1x per week |
| <p>Wall-to-Wall Vacuum or Dust Mop Hard Surface Floors Dry mop hard surface floors using a dust mop, vacuum or dry/wet mop.</p> | 3x per week |
| <p>Damp Mop Hard Surface Floors - Detail Clean Damp mop hard surface floors using a no-dip protocol and changing pad often to ensure removal of dirt.</p> | 3x per week |

Restroom Service

| INCLUDED TASKS | FREQUENCY |
|--|-------------|
| <p>Clean and Disinfect Restrooms Restroom Fixtures: Pre-spray, wipe and polish dispensers and fixtures. Clean and disinfect wash basins, toilet bowls, urinals, and counter tops. Restroom Walls: Clean accessible walls and toilet partitions to remove visible soil. Restroom Floors: Mop all floors using coded microfiber flat mopping system and disinfecting finished floor cleaner. Restroom Mirrors: Polish all chrome and mirrors. Restroom Supplies: Restock expendable products such as paper towels, toilet tissue, hand soap, liners and deodorant products from customer inventory. Restroom Trash Removal: Empty trash cans, replace liners, spot clean receptacles as needed and take trash to designated area.</p> | 3x per week |

Workout Areas (Fitness)

| INCLUDED TASKS | FREQUENCY |
|--|-------------|
| <p>Cardio Machines Damp wipe and disinfect high touch points on cardio and weight training equipment.</p> | 1x per week |



| INCLUDED TASKS | FREQUENCY |
|-------------------------------------|-------------|
| Organize Outdoor Pool Chairs | 3x per Week |

Closing Task

| INCLUDED TASKS | FREQUENCY |
|--|-------------|
| Turn off lights as instructed | 3x per week |
| Lock doors and windows as instructed | 3x per week |
| Set alarms as instructed | 3x per week |
| Clean and organize the janitor closet | 3x per week |



Coverall Value Summary

The technology behind cleaning has changed a lot in the last 5-10 years. Just making things look nice is not enough. The Coverall® Program goes much deeper to help improve the health and wellness of your facility by removing the maximum amount of dirt and germs at each cleaning.

Can you imagine what it will be like to have a cleaner, healthier work environment?

Your Top Priorities:

- 1. Floors
- 2. Restrooms
- 3. Dusting

Monthly Service Price for your Coverall® Service Plan: \$1,049.00

| | |
|--|--|
|  <p>CUSTOMIZED SERVICE PLAN Includes detailed descriptions of tasks and frequencies to ensure optimal quality of clean, reliability and attention to detail.</p> |  <p>A HEALTHIER CLEANING SYSTEM The Coverall Core 4® Process uses advanced industry protocols to remove the maximum amount of dirt and germs at each service.</p> |
|  <p>CUSTOMER SERVICE A dedicated National Accounts Manager is your go-to person for quick communication and response. Coverall's 24/7 customer service provides support after hours.</p> |  <p>CONSOLIDATED BILLING One contract, one invoice, one cleaning program translate to less stress managing outsourced janitorial services across multiple locations.</p> |

Commercial cleaning services provided by an independently owned and operated Coverall Franchised Business



CLEANING SERVICES AGREEMENT

(Tohoqua Community Development District and Coverall North America, Inc.)

THIS CLEANING SERVICES AGREEMENT (“Agreement”), effective as of the ___ day of August, 2023 (the “Effective Date”), between the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government created under Chapter 190, *Florida Statutes*, whose mailing address is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (hereinafter referred to as the “District”), and **COVERALL NORTH AMERICA, INC.**, a Delaware corporation, whose principal address is 350 SW 12th Avenue, Deerfield Beach, Florida 33442 (hereinafter referred to as “Contractor”).

W I T N E S S E T H:

Subject to and upon the terms and conditions of this Agreement and in consideration of the mutual promises set forth herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the District and Contractor agree as follows:

1. DEFINITIONS.

(a) Agreement. The Agreement consists of: (i) this Cleaning Services Agreement; and (ii) the “Customized Service Plan and Proposal,” dated June 21, 2023 and the “Coverall Service Agreement,” collectively attached hereto as Exhibit “A” (collectively referred to herein as the “Proposal”). The Agreement represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representation, or agreements, either written or oral. The Agreement may be amended or modified only as set forth below in Article 14. In the event of any conflict between the terms herein and term(s) in the Proposal, the terms herein shall prevail.

(b) Services. The terms “Services” and “Work” as used in this Agreement shall be construed to include all activities and services set forth in the Proposal, and all obligations of Contractor under this Agreement, including any addenda or special conditions. If an addendum or additional services are agreed upon by the parties, the Contractor shall be subject to the terms of this Agreement.

2. SCOPE OF SERVICES.

(a) A description of the nature, scope, location and schedule of the Services to be performed by Contractor under this Agreement shall be as described in the Proposal. The area to be included under this Agreement may be amended by the mutual consent of the District and the Contractor.

3. COMMENCEMENT OF SERVICES AND TERM. Contractor shall commence the Services on the Effective Date and shall perform same in accordance with the schedule set forth in the Proposal, and as determined by the sole reasonable satisfaction of the District which shall be evidenced by the District’s monthly payment.

4. DISTRICT MANAGER.

(a) The District's authorized representative (herein referred to as the "District Manager") shall be the District Manager of the District, which is Governmental Management Services – Central Florida, LLC, whose mailing address is 219 East Livingston Street, Orlando, Florida 32801, Attention: George Flint; provided, however, that the District may, without liability to the Contractor, unilaterally amend this Article from time to time by designating a different person or organization to act as its representative and so advising the Contractor in writing, at which time the person or organization so designated shall be the District's representative for the purpose of this Agreement. To be effective, such change in authorized represented must come from District counsel or the District's Chairman.

(b) All actions to be taken by, all approvals, notices, consent, directions and instruction to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, the District shall be taken, given, and made by, or delivered or given to the District Manager in the name of and on behalf of the District, provided, however, that the District (and not the District Manager or any other agents of the District) shall be solely obligated to the Contractor for all sums required to be paid by the District to the Contractor hereunder.

5. COMPENSATION, PAYMENTS AND INSPECTION RIGHTS PRIOR TO FINAL PAYMENT.

(a) The District agrees to pay the Contractor a fee of \$1,049 per month, as specified in the Proposal, after the Services are completed and have been inspected and approved by the District's authorized representative.

(b) Work Authorizations shall mean orders or directives issued by the District. Work Authorizations shall be issued for repairs or emergency services, changes to the scope of the area in which services are required, or for any services beyond those set forth in Article 2. Services performed under a Work Authorization may be paid either on a lump sum basis, a unit price basis, or a time and material basis in the District's sole discretion. Contractor shall not be entitled to compensation for Services outside the scope of Article 2 unless Contractor has obtained prior written authorization of District to perform the same.

(c) District retains the right to reduce any portion of Contractor's Scope of Services as set forth in Article 2. Should this occur, a revised Scope of Services will be agreed upon in writing by both District and Contractor.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS.

(a) Contractor hereby represents to District that: (i) it has the experience, qualifications and skill to perform the Services as set forth in this Agreement; (ii) it is duly licensed and permitted to observe and perform the terms, covenants, conditions and other provisions on its part to be observed or performed under this Agreement; (iii) has the necessary equipment, materials and inventory required to perform the Services as set forth in this Agreement; (iv) it has

by careful examination satisfied itself as to: (a) the nature, location and character of the area in which the Services are to be performed including, without limitation, the surface conditions of the land and all structures and obstructions thereon, both natural and manmade, the surface water conditions of the area, and to the extent pertinent, all other conditions, and (b) all other matters or things which could in any manner affect the performance of the Services.

(b) The Contractor warrants to the District that all materials furnished under this Agreement shall be new unless otherwise specified, and that all Services shall be of good quality, free from faults and defects and in conformance with the Agreement documents.

7. EMPLOYEES; INDEPENDENT CONTRACTOR STATUS.

(a) All matters pertaining to the employment, supervision, compensation, insurance, promotion, and discharge of any employees of Contractor or of entities retained by Contractor are the sole responsibility of Contractor. Contractor shall fully comply with all applicable acts and regulations having to do with workman's compensation, social security, unemployment insurance, hours of labor, wages, working conditions and other employer-employee related subjects. Contractor shall obtain, for each individual Contractor employs on the District's premises at any time, a criminal background check performed by an appropriate federal or state agency, or by a professional and licensed private investigator, and shall make, based on the results of such background checks, employment suitability determinations for each employee that are reasonable and customary within the Contractor's industry. Contractor shall maintain copies of said background checks on file so long as the subject individual(s) remains in Contractor's employ, and Contractor shall make all background checks available for District's review upon request. Contractor shall enforce strict discipline and good order among its employees on the District's premises. Contractor shall comply with all requirements of the E-Verify System as set forth in Article 18.

(b) Contractor is an independent contractor and not an employee of the District. It is further acknowledged that nothing herein shall be deemed to create or establish a partnership or joint venture between the District and Contractor. Contractor has no authority to enter into any contracts or contracts, whether oral or written, on behalf of the District.

8. COMPLIANCE WITH LAWS, REGULATIONS, RULES AND POLICIES.

(a) At all times, Contractor shall operate in accordance with all applicable laws, statutes, regulations, rules, ordinances, policies, permits and orders. Contractor is responsible for obtaining all permits or other approvals required for the Services.

(b) Contractor hereby covenants and agrees to comply with all of the rules, ordinances and regulations of governmental authorities wherein the District's facilities are located, as said rules, etc. may specifically relate to Contractor or its Services provided hereunder, at Contractor's sole cost and expense, and Contractor will take such action as may be necessary to comply with any and all notices, orders or other requirements affecting the Services described herein as may be issued by any governmental agency having jurisdiction over Contractor, unless specifically instructed by the District that it intends to contest such orders or requirements and that

Contractor shall not comply with the same. Contractor shall provide immediate notice to the District of any such orders or requirements upon receipt of same.

(c) The District is a local unit of special purpose government created in accordance with the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*. Contractor agrees to comply with all applicable requirements of the “Sunshine Law,” the “Public Records Law,” the Community Development Districts Law, and all other statutes and regulations applicable to Contractor.

9. WORKPLACE ENVIRONMENT AND PUBLIC SAFETY.

(a) Contractor agrees to provide a safe and healthy workplace environment for its employees and agents and a safe and healthy environment for the public at all times. Contractor shall promptly correct any unsafe condition or health hazard in its control and shall immediately report any such condition to the District). In addition to all other requirements of this Agreement, Contractor shall comply with all federal, state and local laws and regulations related to health and safety. Further, Contractor acknowledges that all vehicles and equipment must be properly and safely operated and, where applicable, licensed and/or permitted, to operate on public roadways. Contractor acknowledges that it is responsible for public safety issues including but not limited to: proper work methods, use of protective equipment, safe maintenance, traffic control through work zones, and handling and use of materials, vehicles, and equipment.

(b) The Contractor agrees that it alone bears the responsibility for providing a safe and healthy workplace, and that nothing in this Agreement suggests that the District has undertaken or assumed any part of that responsibility.

(c) Contractor shall, prior to performing any of the Services, provide employees with training to perform their jobs safely, including instruction in proper work methods, use of protective equipment, and safe maintenance, handling and use of materials, vehicles, and equipment. Contractor will not ask or allow any employee to operate any vehicle or equipment until the employee has received all relevant and advisable training. Contractor shall assure that all employees are licensed and/or have all applicable permits, necessary to perform the Services.

(d) Contractor will furnish, at its expense, all safety and protective equipment required or advisable for the protection of employees.

10. PUBLIC RECORDS AND OWNERSHIP OF BOOKS AND RECORDS.

(a) Contractor understands and agrees that all documents of any kind relating to this Agreement may be public records and, accordingly, Contractor agrees to comply with all applicable provisions of Florida public records law, including but not limited to the provisions of Chapter 119, *Florida Statutes*. Contractor acknowledges and agrees that the public records custodian of the District is the District Manager, which is currently Governmental Management Services – Central Florida, LLC (the “Public Records Custodian”). Contractor shall, to the extent applicable by law:

(i) Keep and maintain public records required by District to perform services;

(ii) Upon request by District, provide District with the requested public records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*;

(iii) Ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the Agreement term and following the Agreement term if the Contractor does not transfer the records to the Public Records Custodian of the District; and

(iv) Upon completion of the Agreement, transfer to District, at no cost, all public records in District's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTORS'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE DISTRICT'S CUSTODIAN OF PUBLIC RECORDS AT (407-841-5524), OR BY EMAIL AT GFLINT@GMSCFL.COM, OR BY REGULAR MAIL AT 219 E. LIVINGSTON STREET, ORLANDO, FLORIDA 32801, ATTN.: DISTRICT PUBLIC RECORDS CUSTODIAN.

11. INSURANCE.

(a) Contractor shall, throughout the performance of its services pursuant to this Agreement, maintain at a minimum:

(i) Occurrence based comprehensive general liability insurance (including broad form contractual coverage), with a minimum limit of \$1,000,000 single limit per occurrence, protecting it and District from claims for bodily injury (including death), property damage, contractual liability, products liability and personal injury which may arise from or in connection with the performance of Contractor's services under this Agreement or from or out of any act or omission of Contractor, its officers, directors, agents, and employees;

(ii) Occurrence based automobile liability insurance including bodily injury and property damage, including all vehicles owned, leased, hired and non-owned vehicles with limits of not less than \$1,000,000.00 combined single limit covering all Services performed hereunder;

(iii) Workers' compensation insurance as required by applicable law (or employer's liability insurance with respect to any employee not covered by workers' compensation) with minimum limits of \$100,000 per occurrence; and

(iv) Employers liability, with a minimum coverage level of \$1,000,000.

(b) All such insurance required in Paragraph 11(a) shall be with companies and on forms acceptable to District and shall provide that the coverage thereunder may not be reduced or canceled unless thirty (30) days prior written notice thereof is furnished to District; the insurance required under paragraph 11(a)(i) shall name the District as an additional insured. Certificates of insurance (and copies of all policies, if required by the District) shall be furnished to the District. In the event of any cancellation or reduction of coverage, Contractor shall obtain substitute coverage as required under this Agreement, without any lapse of coverage to District whatsoever.

12. SOVEREIGN IMMUNITY. Nothing contained herein, or in the Agreement, or in the Terms and Conditions, shall cause or be construed as a waiver of the District's immunity or limitations on liability granted pursuant to section 768.28, *Florida Statutes*, or other law, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which could otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

13. INDEMNIFICATION Contractor agrees to indemnify, save harmless and defend the District, its officers, directors, board members, employees, agents and assigns, from and against any and all liabilities, claims, penalties, forfeitures, suits, legal or administrative proceedings, demands, fines, punitive damages, losses, liabilities and interests, and any and all costs and expenses incident thereto (including costs of defense, settlement and reasonable attorneys' fees, which shall include fees incurred in any administrative, judicial or appellate proceeding) which the District, their officers, directors, board members, employees, agents and assigns, may hereafter incur, become responsible for or pay out to the extent arising out of (i) Contractor's (or its agents, employees or subcontractors) breach of any term or provision of this Agreement, or (ii) any negligent or intentional act or omission of Contractor, its agents, employees or subcontractors, related to or in the performance of this Agreement.

14. MODIFICATIONS, ADDITIONS OR DELETIONS TO THE SERVICES.

(a) A Work Authorization shall be in writing by the District, which shall consist of additions, deletions or other modifications to the Agreement.

(b) The District may, from time to time, without affecting the validity of the Agreement, or any term or condition thereof, issue Work Authorizations which may identify additional or revised Scope of Services, or other written instructions and orders, which shall be governed by the provisions of the Agreement. The Contractor shall comply with all such orders and instructions issued by the District. Upon receipt of any Work Authorization, the Contractor shall promptly proceed with the work, and the resultant decrease or increase in the amount to be paid the Contractor, if any, shall be governed by the provisions of Article 5 in this Agreement.

15. PROTECTION OF PERSONS AND PROPERTY; MONITORING.

(a) In addition to all other requirements hereunder, the Contractor shall be responsible for initiating, maintaining and supervising safety precautions and programs in

connection with the Services, and shall provide all protection to prevent injury to persons involved in any way in the Services and all other persons, including, without limitation, the employees, agents guests, visitors, invitees and licensees of the District and community residents, tenants, and the general public that may be affected thereby.

(b) All Services, whether performed by the Contractor, its Subcontractors, or anyone directly or indirectly employed by any of them, and all applicable equipment, machinery, materials, tools and like items used in the Services, shall be in compliance with, and conform to: (i) all applicable laws, ordinances, rules, regulations and orders of any public, quasi-public or other governmental authority; and (ii) all codes, rules, regulations and requirements of the District and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

(c) The Contractor shall at all times keep the general area in which the Services are to be performed, including but not limited to sidewalks, roadways, trails, rights-of-way, open spaces, and all such areas impacted by the Services, clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by performance of the Services, and shall continuously throughout performance of the Services, remove and dispose of all such materials. The District may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as the District may make known to the Contractor. In the event the Contractor fails to keep the general area in which the Services are to be performed clean and free from such waste or rubbish, or to comply with such standards, means and methods, the District may take such action and offset any and all costs or expenses of whatever nature paid or incurred by the District in undertaking such action against any sums then or thereafter due to the Contractor.

(d) Contractor shall cooperate with and participate in, at no additional cost or charge, all programs, plans or routines for monitoring and reporting to District, as required in the sole discretion of the District, to ensure satisfactory performance of the Services provided hereunder.

16. SUSPENSION OR TERMINATION.

(a) Anything in this Agreement to the contrary notwithstanding, District shall, in its sole discretion and without cause, have the right to suspend or terminate this Agreement upon thirty (30) days prior written notice to Contractor.

(b) If the Contractor should become insolvent, file any bankruptcy proceedings, make a general assignment for the benefit of creditors, suffer or allow appointment of a receiver, refuse, fail or be unable to make prompt payment to Subcontractors, disregard applicable laws, ordinances, governmental orders or regulations or the instructions of the District, or if the Contractor should otherwise be guilty of a violation of, or in default under, any provisions of the Agreement, then the District may, without prejudice to any other right or remedy available to the District and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate the Contract and the employment of Contractor. In addition, without terminating this Contract as a whole, the District may, under any of the circumstances above, terminate any portion

of this Contract (by reducing, in such as manner as District deems appropriate, the Scope of Service to be performed by the Contractor) and complete the portion of this Contract so terminated in such manner as the District may deem expedient.

17. SUBCONTRACTORS. If the Contractor desires to employ Subcontractors in connection with the performance of its Services under this Agreement:

(a) Nothing contained in the Agreement shall create any contractual relationship between the District and any Subcontractor. However, it is acknowledged that the District is an intended third-party beneficiary of the obligations of the Subcontractors related to the Services.

(b) Contractor shall coordinate the services of any Subcontractors and remain fully responsible under the terms of this Agreement; Contractor shall be and remain responsible for the quality, timeliness and coordinate of all Services furnished by the Contractor or its Subcontractors.

(c) All subcontracts shall be written. Each subcontract shall contain a reference to this Agreement and shall incorporate the terms and condition of this Agreement to the full extent applicable to the portion of the Services covered thereby. Each Subcontractor must agree, for the benefit of the District, to be bound by such terms and conditions to the full extent applicable to its portion of the Services.

18. COMPLIANCE WITH E-VERIFY SYSTEM

(a) The Contractor shall comply with and perform all applicable provisions and requirements of Section 448.095, *Florida Statutes* and Section 448.09(1), *Florida Statutes*. Accordingly, beginning on the Effective Date, to the extent required by Section 448.095, *Florida Statutes*, the Contractor shall enroll with and use the United States Department of Homeland Security's E-Verify system to verify the work authorization status of all newly hired employees. The District may terminate this Agreement immediately for cause if there is a good faith belief that the Contractor has knowingly violated Section 448.091, *Florida Statutes*.

(b) If the Contractor anticipates entering into agreements with a subcontractor for the Services, Contractor will not enter into the subcontractor agreement without first receiving an affidavit from the subcontractor regarding compliance with Section 448.095, *Florida Statutes*, and stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Contractor shall maintain a copy of such affidavit for the duration of the agreement and provide a copy to the District upon request. In the event that the District has a good faith belief that a subcontractor has knowingly violated Section 448.095, *Florida Statutes*, but the Contractor has otherwise complied with its obligations hereunder, the District shall promptly notify the Contractor. The Contractor agrees to immediately terminate the agreement with the subcontractor upon notice from the District. Further, absent such notification from the District, the Contractor or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), *Florida Statutes*, shall promptly terminate its agreement with such person or entity.

(c) By entering into this Agreement, the Contractor represents that no public employer has terminated a contract with the Contractor under Section 448.095(2)(c), *Florida Statutes*, within the year immediately preceding the date of this Agreement.

19. NOTICE.

(a) Notices required or permitted to be given under this Agreement shall be in writing, may be delivered personally or by mail, overnight delivery service, or courier service, and shall be given when received by the addressee. Notices shall be addressed as follows:

If to District: Tohoqua Community Development District
c/o Governmental Management Services – Central Florida,
LLC
219 East Livingston Street
Orlando, Florida 32801
Attention: George Flint, District Manager
Telephone: (407) 841-5524

Copy to: Latham, Luna, Eden & Beaudine, LLP
201 S. Orange Ave., Suite 1400
Orlando, Florida 32801
Attention: Jan Albanese Carpenter, District Counsel
Telephone: (407) 481-5800

If to Contractor: Coverall North America, Inc.
350 SW 12th Avenue
Deerfield Beach, Florida 33442
Attention: Manager or Jesse Neyer
Telephone: (407) 305-7349

(b) Notwithstanding the foregoing, any notice sent to the last designated address of the party to whom a notice may be or is required to be delivered under this Agreement shall not be deemed ineffective if actual delivery cannot be made due to a change of address of the party to whom the notice is directed or the failure or refusal of such party to accept delivery of the notice. Parties may change notice address by delivering written notice by mail, overnight delivery service, or courier service to the other party and such change shall become effective when received by the addressee.

20. ATTORNEYS' FEES. If either party hereto institutes an action or proceeding for a declaration of the rights of the parties the Agreement, for injunctive relief, for an alleged breach or default of, or any other action arising out of, the Agreement, or in the event any party hereto is in default of its obligations pursuant hereto, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to its actual attorneys' fees and to any court costs and expenses incurred, in addition to any other damages or relief awarded.

21. GOVERNING LAW AND JURISDICTION. This Agreement shall be interpreted and enforced under the laws of the State of Florida. The parties will comply with the terms of the Agreement only to the extent they are enforceable or permitted under Florida law. Any litigation arising under this Agreement shall occur in a court having jurisdiction in Osceola County, Florida. **THE PARTIES WAIVE TRIAL BY JURY AND AGREE TO SUBMIT TO PERSONAL JURISDICTION AND VENUE IN OSCEOLA COUNTY, FLORIDA.**

22. SEVERABILITY. In the event that any provision of this Agreement is judicially construed to be invalid by a court of competent jurisdiction, such provision shall then be construed in a manner allowing its validity, or if this leads to an impracticable result, shall be stricken, but in either event, all other provisions of the Agreement shall remain in full force and effect.

23. NO WAIVER. No failure by either party to insist upon the strict performance of any covenant, duty, contract or condition of this Agreement or to exercise any right or remedy upon a breach thereof shall constitute a waiver of any such breach or of such or any other covenant, contract, term or condition. Any party hereto, by written notice executed by such party, may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation, or covenant of any other party hereto. No waiver shall affect or alter this Agreement, but each and every covenant, contract, term and condition of this Agreement shall continue in full force and effect with respect to any other then-existing or subsequent breach thereof.

24. NO MODIFICATION. No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the parties against which such enforcement is or may be sought. This instrument contains the entire contract made between the parties and may not be modified orally or in any manner other than by a contract in writing signed by all parties hereto or their respective successors in interest.

25. TIME IS OF THE ESSENCE. The time for delivery and/or completion of the Services to be performed under the Agreement shall be of the essence of the Agreement.

26. ARM'S LENGTH TRANSACTION. This Agreement has been negotiated fully between the parties as an arm's length transaction. In addition to the representations and warranties contained herein, the Contractor acknowledges that prior to the execution of the Agreement it has thoroughly reviewed and inspected the Agreement documents, and satisfied itself regarding any error, inconsistency, discrepancy, ambiguity, omission, insufficiency of detail or explanation. Contractor further acknowledges that the parties have participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all Parties are deemed to have drafted, chosen and selected the language, and doubtful language will not be interpreted or construed against any Party.

27. COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All fully executed counterparts shall be construed together and shall constitute one and the same contract.

**SIGNATURE PAGE TO
CLEANING SERVICES AGREEMENT WITH COVERALL NORTH AMERICA, INC.**

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed affective as of the day and year first above written.

DISTRICT:

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT**, a Florida
community development district

By: _____
Name: _____
Chairman/Vice-Chair, Board of Supervisors

CONTRACTOR:

COVERALL NORTH AMERICA, INC.,
a Delaware corporation

By: _____
Print: _____
Title: _____

COMPOSITE EXHIBIT “A”

PROPOSAL

- (1) Customized Service Plan and Proposal, dated June 21, 2023
- (2) Coverall Service Agreement

[See attached.]



COVERALL SERVICE AGREEMENT

The Undersigned ("CUSTOMER") hereby accepts the proposal of Coverall North America, Inc. d/b/a Coverall ("COVERALL"), and the parties agree that COVERALL's franchisees and/or subcontractors will supply Coverall® System Services for CUSTOMER's premises located at:

Customer: The Tohoqua CDD

- Street Address: 1830 Fulfillment Drive
- City, State, Zip: Kissimmee, FL 34744

•Upon the following terms:

1. Monthly Service Charge:

\$1,049 per month, plus taxes, if applicable; to include 3 x time(s) per week service. *Initial* _____

Service Days:

- Monday
- Tuesday
- Wednesday
- Thursday
- Friday
- Saturday
- Sunday

The COVERALL® System Services are to be performed in the evening, unless otherwise agreed to by the parties.

- CUSTOMER acknowledges that COVERALL will delegate all COVERALL System Services to be performed hereunder to a COVERALL franchisee and/or subcontractor and COVERALL may assign this Service Agreement in its entirety to a COVERALL franchisee and/or subcontractor.
- Included in the Service Charge will be service, cleaning supplies, and any equipment which will be furnished by the COVERALL franchisee. The Service Charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The Service Charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse COVERALL the amount of any such taxes if paid by COVERALL on CUSTOMER's behalf.
- All COVERALL System Services specified in the "Coverall Service Plan" attached to this Service Agreement as Exhibit A will be provided to CUSTOMER in a satisfactory manner. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Coverall Service Plan will be provided under this Service Agreement.
- All COVERALL franchisees have successfully completed COVERALL's comprehensive training program and are required to carry insurance and a janitorial bond.
- Additional services, not included in COVERALL's Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

| <i>Additional Services</i> | <i>Charge</i> | <i>Area</i> | <i>Square Footage</i> |
|----------------------------|---------------|-------------|-----------------------|
| a. | | | |
| b. | | | |
| c. | | | |
| d. | | | |
| e. | | | |

Additional services accepted by: _____
Signature

- (a) The term of this Service Agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This Service Agreement shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

(b) Termination/Notice: If a party to this Service Agreement fails to perform its obligations (the “non-performing party”), the party claiming non-performance shall send the non-performing party written notice, specifying the manner of non-performance. This notice will provide that the non-performing party shall have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance (the “Cure Period”). If these items are not corrected or cured within the Cure Period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

If the CUSTOMER’s notice under this ¶7(b) concerns service issues, the CUSTOMER shall permit the COVERALL franchisee or subcontractor access to the premises during the Cure Period to cure the service issue; and shall also accompany a COVERALL representative on an inspection of the premises during the fifteen (15) day cure period. Failure to comply will entitle COVERALL to collect the full amount due through the Term of this Service Agreement.

(c) Notwithstanding the above, COVERALL may, but shall not be obligated to, terminate this Service Agreement immediately for non-payment by CUSTOMER of Service Charges due.

8. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise COVERALL accordingly, and an adjustment in the Service Charge, as agreed to by the parties, will be made. At franchisee’s option, upon written notice, the Service Charge shall increase by two percent (2%) annually effective upon the start of each subsequent year after the date the services begin.
9. CUSTOMER agrees that it will not employ or contract with any COVERALL employee, franchisee, or any of the franchisee’s employees during the term of this Service Agreement or for one hundred and eighty (180) days after termination of this Service Agreement, without COVERALL’s written consent.
10. COVERALL will bill CUSTOMER monthly, and CUSTOMER agrees to pay COVERALL by check or ACH payment the amount that is due and owing under the terms of this Service Agreement within 10 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL’s attorney’s fees and costs for collection.
11. Services shall be performed as stated in the Coverall Service Plan attached to this Service Agreement with the exception of the following six (6) legal holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No Service Charge credits will be issued for these holidays. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.
12. If “Additional Special Services” are included in the Coverall Service Plan attached to this Service Agreement, and if CUSTOMER cancels any periodic Special Services described therein for which a prorated monthly charge is included in CUSTOMER’S total monthly Service Charge, any amount owing by CUSTOMER for Special Services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.
13. The undersigned warrant and represent that they have full authority to enter into this Service Agreement, and that it will be binding upon the parties and their respective successors and assigns. Specifically, CUSTOMER acknowledges that this Service Agreement may be assigned in its entirety to a COVERALL franchisee, a subcontractor or another third party.
14. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this Service Agreement shall be valid unless in writing and executed by COVERALL and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to COVERALL becomes a part of this Service Agreement, and COVERALL shall not be bound by any such terms and conditions.

CUSTOMER:

COVERALL:

Signature and Date

Sales Consultant (Signature and Date)

Jesse Neyer - Outside Sales Consultant

Print Name and Title, Its Authorized Representative

Print Name and Title, Its Authorized Representative

Email Address

Service Start Date

Please email signed contract to: Jesse.Neyer@coverall.com



COVERALL SERVICE AGREEMENT

The Undersigned ("CUSTOMER") hereby accepts the proposal of Coverall North America, Inc. d/b/a Coverall ("COVERALL"), and the parties agree that COVERALL's franchisees and/or subcontractors will supply Coverall® System Services for CUSTOMER's premises located at:

Customer: **The Tohoqua CDD**

- Street Address: 1830 Fulfillment Drive
- City, State, Zip: Kissimmee, FL 34744

•Upon the following terms:

1. Monthly Service Charge:

\$1,049 per month, plus taxes, if applicable; to include 3 x time(s) per week service. *Initial* _____

Service Days:

- Monday Tuesday Wednesday Thursday Friday Saturday Sunday

The COVERALL® System Services are to be performed in the evening, unless otherwise agreed to by the parties.

2. CUSTOMER acknowledges that COVERALL will delegate all COVERALL System Services to be performed hereunder to a COVERALL franchisee and/or subcontractor and COVERALL may assign this Service Agreement in its entirety to a COVERALL franchisee and/or subcontractor.
3. Included in the Service Charge will be service, cleaning supplies, and any equipment which will be furnished by the COVERALL franchisee. The Service Charge does not include liners, paper supplies, and toiletries, which can be provided at CUSTOMER's expense, at competitive prices. The Service Charge also does not include any use tax, tax on sales, services or supplies, or other such tax, which taxes shall be paid by CUSTOMER. CUSTOMER agrees to reimburse COVERALL the amount of any such taxes if paid by COVERALL on CUSTOMER's behalf.
4. All COVERALL System Services specified in the "Coverall Service Plan" attached to this Service Agreement as Exhibit A will be provided to CUSTOMER in a satisfactory manner. CUSTOMER acknowledges that only those Services and/or Additional Services specifically identified in the Coverall Service Plan will be provided under this Service Agreement.
5. All COVERALL franchisees have successfully completed COVERALL's comprehensive training program and are required to carry insurance and a janitorial bond.
6. Additional services, not included in COVERALL's Service Charge, to be performed upon request, priced per occurrence, at CUSTOMER'S expense, include:

| <i>Additional Services</i> | <i>Charge</i> | <i>Area</i> | <i>Square Footage</i> |
|----------------------------|---------------|-------------|-----------------------|
| a. | | | |
| b. | | | |
| c. | | | |
| d. | | | |
| e. | | | |

Additional services accepted by: _____
Signature

7. (a) The term of this Service Agreement is for one (1) year. This one-year period shall begin on the date services are scheduled to begin. This Service Agreement shall automatically extend for additional one (1) year periods, unless at least thirty (30) days prior to each anniversary of the date services are scheduled to begin, either party gives the other written notice of its intent not to renew.

(b) Termination/Notice: If a party to this Service Agreement fails to perform its obligations (the “non-performing party”), the party claiming non-performance shall send the non-performing party written notice, specifying the manner of non-performance. This notice will provide that the non-performing party shall have fifteen (15) days from receipt of the notice to cure or correct the items of non-performance (the “Cure Period”). If these items are not corrected or cured within the Cure Period, the claiming party may issue a thirty (30) day written notice of termination and/or pursue other available remedies for default.

If the CUSTOMER’s notice under this ¶7(b) concerns service issues, the CUSTOMER shall permit the COVERALL franchisee or subcontractor access to the premises during the Cure Period to cure the service issue; and shall also accompany a COVERALL representative on an inspection of the premises during the fifteen (15) day cure period. Failure to comply will entitle COVERALL to collect the full amount due through the Term of this Service Agreement.

(c) Notwithstanding the above, COVERALL may, but shall not be obligated to, terminate this Service Agreement immediately for non-payment by CUSTOMER of Service Charges due.

8. The Service Charge will remain in effect for one year unless there are changes in the original specifications for the premises. In the event of such changes, CUSTOMER will advise COVERALL accordingly, and an adjustment in the Service Charge, as agreed to by the parties, will be made. At franchisee’s option, upon written notice, the Service Charge shall increase by two percent (2%) annually effective upon the start of each subsequent year after the date the services begin.
9. CUSTOMER agrees that it will not employ or contract with any COVERALL employee, franchisee, or any of the franchisee’s employees during the term of this Service Agreement or for one hundred and eighty (180) days after termination of this Service Agreement, without COVERALL’s written consent.
10. COVERALL will bill CUSTOMER monthly, and CUSTOMER agrees to pay COVERALL by check or ACH payment the amount that is due and owing under the terms of this Service Agreement within 10 days of billing date. Late payments will incur service and finance charges. In the event of default on payment, CUSTOMER agrees to pay COVERALL’s attorney’s fees and costs for collection.
11. Services shall be performed as stated in the Coverall Service Plan attached to this Service Agreement with the exception of the following six (6) legal holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. No Service Charge credits will be issued for these holidays. However, service can be provided on these holidays at an additional cost if required. Services shall be scheduled during the hours approved or directed by manager/owner.
12. If “Additional Special Services” are included in the Coverall Service Plan attached to this Service Agreement, and if CUSTOMER cancels any periodic Special Services described therein for which a prorated monthly charge is included in CUSTOMER’S total monthly Service Charge, any amount owing by CUSTOMER for Special Services performed prior to the cancellation shall be payable in full no later than five (5) days after the cancellation.
13. The undersigned warrant and represent that they have full authority to enter into this Service Agreement, and that it will be binding upon the parties and their respective successors and assigns. Specifically, CUSTOMER acknowledges that this Service Agreement may be assigned in its entirety to a COVERALL franchisee, a subcontractor or another third party.
14. This Service Agreement and attached exhibits constitute the complete agreement of the parties concerning the provision of cleaning services to the CUSTOMER, and supersedes all other prior or contemporaneous agreements between the parties, whether written or oral, on the same subject. No waiver or modification of this Service Agreement shall be valid unless in writing and executed by COVERALL and CUSTOMER. Additionally, in no event shall the terms and conditions of any purchase order or other form subsequently submitted by CUSTOMER to COVERALL becomes a part of this Service Agreement, and COVERALL shall not be bound by any such terms and conditions.

CUSTOMER:

COVERALL:

Signature and Date

Sales Consultant (Signature and Date)

Jesse Neyer - Outside Sales Consultant

Print Name and Title, Its Authorized Representative

Print Name and Title, Its Authorized Representative

Email Address

Service Start Date

Please email signed contract to: Jesse.Neyer@coverall.com

SECTION XI

REQUISITION

Tohoqua Community Development District
Osceola County, Florida

U.S. Bank Trust Company, National Association
Fort Lauderdale, Florida

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022 (PHASE 3/6 PROJECT)

The undersigned, a Responsible Officer of the Tohoqua Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of February 1, 2018, as supplemented by that certain Fifth Supplemental Trust Indenture dated as of November 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 3
- (B) Name of Payee: Poulos & Bennett
- (C) Amount Payable: \$56.25
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 17-188(78) - Approval for reqs
- (E) Subaccount from which disbursement to be made: Phase 3/6 Project Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the Phase 3/6 Project;
4. each disbursement represents a Cost of the Phase 3/6 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____

The undersigned Consulting Engineer hereby certifies that: (i) this disbursement is for the Cost of the Phase 3/6 Project and is consistent with the report of the Consulting Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 3/6 Project improvements being acquired from the proceeds of the Phase 3/6 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 3/6 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 3/6 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 3/6 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.

Consulting Engineer

POULOS & BENNETT

Poulos & Bennett, LLC
 2602 E. Livingston St.
 Orlando, FL 32803
 407-487-2594

Tohoqua CDD
 District Manager
 9145 Narcoossee Road, Suite A206
 Orlando, FL 32827

Invoice number 17-188(78)
 Date 04/28/2023

Project 17-188 TOHOQUA CDD

Professional services for the period ending: March 31, 2023

Invoice Summary

| Description | Contract Amount | Percent Complete | Prior Billed | Total Billed | Remaining Percent | Current Billed |
|--------------------------------|-----------------|------------------|--------------|--------------|-------------------|----------------|
| .051 SERIES 2022 - PHASE 3 & 6 | 0.00 | 0.00 | 7,285.00 | 7,341.25 | 0.00 | 56.25 |
| Total | 0.00 | | 7,285.00 | 7,341.25 | | 56.25 |

Hourly Tasks:

.051 Series 2022 - Phase 3 & 6

| | Hours | Rate | Billed Amount |
|----------------------|-------|--------|---------------|
| Practice Team Leader | 0.25 | 225.00 | 56.25 |

.051 Series 2022 Phase 3 & 6 - Requisition

Invoice total **56.25**

Aging Summary

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-------------|---------|---------|---------|---------|----------|
| 17-188(78) | 04/28/2023 | 56.25 | 56.25 | | | | |
| | Total | 56.25 | 56.25 | 0.00 | 0.00 | 0.00 | 0.00 |

RECEIVED

MAY 25 2023

SECTION XII

REQUISITION

Tohoqua Community Development District
Osceola County, Florida

U.S. Bank Trust Company, National Association
Fort Lauderdale, Florida

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
SPECIAL ASSESSMENT REVENUE BONDS, SERIES 2022
(PHASE 3/6 PROJECT)

The undersigned, a Responsible Officer of the Tohoqua Community Development District (the "District") hereby submits the following requisition for disbursement under and pursuant to the terms of the Master Trust Indenture between the District and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), dated as of February 1, 2018, as supplemented by that certain Fifth Supplemental Trust Indenture dated as of November 1, 2022 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: 4
- (B) Name of Payee: Poulos & Bennett
- (C) Amount Payable: \$1,001.25
- (D) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments): Invoice # 17-188(82) - Approval for reqs
- (E) Subaccount from which disbursement to be made: Phase 3/6 Project Account of the Acquisition and Construction Fund.

The undersigned hereby certifies that:

1. obligations in the stated amount set forth above have been incurred by the District;
2. each disbursement set forth above is a proper charge against the account referenced in "E" above;
3. each disbursement set forth above was incurred in connection with the Cost of the Phase 3/6 Project;
4. each disbursement represents a Cost of the Phase 3/6 Project which has not previously been paid; and
5. the costs set forth in the requisition are reasonable.

The undersigned hereby further certifies that there has not been filed with or served upon the District notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable to the Payee set forth above, which has not been released or will not be released simultaneously with the payment hereof.

The undersigned hereby further certifies that such requisition contains no item representing payment on account of any retained percentage which the District is at the date of such certificate entitled to retain.

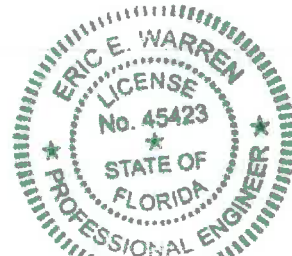
Copies of the invoice(s) from the vendor of the property acquired or the services rendered with respect to which disbursement is hereby requested or other similar evidence of proof of payment is on file with the District.

TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT

By: [Signature]
Responsible Officer

Date: 7/25/23

The undersigned Consulting Engineer hereby certifies that: (i) this disbursement is for the Cost of the Phase 3/6 Project and is consistent with the report of the Consulting Engineer, as such report has been amended or modified; (ii) that the portion of the Phase 3/6 Project improvements being acquired from the proceeds of the Phase 3/6 Bonds have been completed in accordance with the plans and specifications therefor; (iii) the Phase 3/6 Project improvements subject to this disbursement are constructed in a sound workmanlike manner and in accordance with industry standards; (iv) the purchase price being paid by the District for the Phase 3/6 Project improvements being acquired pursuant to this disbursement is no more than the lesser of the fair market value of such improvements and the actual Cost of construction of such improvements; and (v) the plans and specifications for the Phase 3/6 Project improvements subject to this disbursement have been approved by all Regulatory Bodies required to approve them.



Consulting Engineer

This item has been electronically signed and sealed by Eric E. Warren, P.E. using a Digital Signature and Date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

POULOS & BENNETT

Poulos & Bennett, LLC
 2602 E. Livingston St.
 Orlando, FL 32803
 407-487-2594

Tohoqua CDD
 District Manager
 9145 Narcoossee Road, Suite A206
 Orlando, FL 32827

Invoice number 17-188(82)
 Date 05/30/2023
 Project **17-188 TOHOQUA CDD**

Professional services for the period ending: April 30, 2023

Invoice Summary

| Description | Contract Amount | Percent Complete | Prior Billed | Total Billed | Remaining Percent | Current Billed |
|---|-----------------|------------------|--------------|--------------|-------------------|----------------|
| .051 SERIES 2022 - PHASE 3 & 6 | 0.00 | 0.00 | 7,341.25 | 8,342.50 | 0.00 | 1,001.25 |
| Total | 0.00 | | 7,341.25 | 8,342.50 | | 1,001.25 |

Hourly Tasks:

.051 Series 2022 - Phase 3 & 6

| | Hours | Rate | Billed Amount |
|----------------------|-------|--------|---------------|
| Practice Team Leader | 2.25 | 225.00 | 506.25 |
| Project Manager | 3.00 | 165.00 | 495.00 |
| Phase subtotal | | | 1,001.25 |

.051 Series 2022 Phase 3 & 6 - Requisition and turn over coordination; Update Ph 3 & 6 requisition report & send to CDD

Invoice total **1,001.25**

Aging Summary

| Invoice Number | Invoice Date | Outstanding | Current | Over 30 | Over 60 | Over 90 | Over 120 |
|----------------|--------------|-------------|---------|---------|---------|---------|----------|
| 17-188(78) | 04/28/2023 | 56.25 | 56.25 | | | | |
| | Total | 56.25 | 56.25 | 0.00 | 0.00 | 0.00 | 0.00 |

SECTION XIII

SECTION A

SECTION 1



LATHAM, LUNA,
EDEN & BEAUDINE, ^{LLP}

ATTORNEYS AT LAW

MICHAEL J. BEAUDINE
JAN ALBANESE CARPENTER
DANIEL H. COULTOFF
JENNIFER S. EDEN
DOROTHY F. GREEN
BRUCE D. KNAPP
PETER G. LATHAM

201 SOUTH ORANGE AVENUE, SUITE 1400
ORLANDO, FLORIDA 32801
POST OFFICE BOX 3353
ORLANDO, FLORIDA 32802
TELEPHONE: (407) 481-5800
FACSIMILE: (407) 481-5801
WWW.LATHAMLUNA.COM

JAY E. LAZAROVICH
MARC L. LEVINE
JUSTIN M. LUNA
LORI T. MILVAIN
BENJAMIN R. TAYLOR
CHRISTINA Y. TAYLOR
KRISTEN E. TRUCCO
DANIEL A. VELASQUEZ

To: CDD Board of Supervisors
From: District Counsel (Jan Albanese Carpenter, Jay Lazarovich and Kristen Trucco)
Re: New Law Requiring Ethics Training for Elected Officials and Other Legislative Updates
Date: July 6, 2023

We are providing you with information about a new law which affects all CDD Board of Supervisors, as elected local officers of independent special districts.

Beginning on January 1, 2024, Section 112.3142, *Florida Statutes*, requires each elected local officer of an independent special district and each person who is appointed to fill a vacancy for an unexpired term to complete **four (4) hours of ethics training each calendar year**. This ethics training must address, at a minimum: Section 8, Article II of the Florida Constitution; the Code of Ethics for Public Officers and Employees; and Florida's public records and public meetings laws. A copy of Section 112.3142, *Florida Statutes* is attached to this document.

The required ethics training may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar or presentation, so long as the required subject matter is covered. We strongly recommend that you keep track of all of the ethics training you complete since you will be required to self-certify on your annual Form 1 that you have completed the required ethics training for that year.

There are ethics training resources available online at no cost to you. Specifically, FLC University is offering a virtual training on July 12, 2023, that will fulfill the four (4) hour requirement (<https://register.gotowebinar.com/register/1108128928632648288>), and Florida's Commission on Ethics (the "Commission") has provided several video links and other resources on their website to assist you in meeting this new requirement (<https://ethics.state.fl.us/Training/Training.aspx>).

According to the Commission, training "hours" may be measured in 50-minute increments and a combination two hours of ethics training, one hour of open meetings training and one hour of public records training is sufficient to satisfy the four-hour requirement (*See* CEO 13-15 and CEO 13-24).

We recommended that you complete this training requirement by July 1st each year in order to verify your compliance with the law on your Form 1 (Statement of Financial Interests). For new

Supervisors, the Legislature intends for this ethics training to be completed as close as possible to the date of assuming office. For Supervisors elected or appointed on or before March 31st of any given year, the annual training is required to be completed on or before December 31st. For Supervisors assuming a new office after March 31st, ethics training is not required for the calendar year in which his/her term of office began.

Other Legislative Updates:

Concealed Carry: There was a change in the law regarding concealed carry of firearms; however, we would like to remind you that under Section 790.06 (12)(a)(7), *Florida Statutes*, open carry of a handgun, concealed weapons and firearms are still prohibited in meetings of the governing body of a special district.

Technology Transparency: Beginning July 1, 2023, Section 112.23, *Florida Statutes*, prohibits any officer of a district from communicating with a social media platform to request removal of content or accounts from a social media platform, as well as initiating or maintaining any agreements or working relationships with a social media platform for the purpose of content moderation. We recommend any CDDs that maintain a Facebook page or any other social media account refrain from the prohibited conduct, unless it meets one of the exceptions as listed under Section 112.23(4), *Florida Statutes*, such as routine account management, including, but not limited to, the removal or revision of the governmental entity's content or account or identification of accounts falsely posing as a governmental entity or officer; an attempt to remove content or an account that pertains to the commission of a crime or violation of Florida's public records law; or an investigation or inquiry related to an effort to prevent imminent bodily harm, loss of life or property damage.

Government and Corporate Activism: Beginning on July 1, 2023, Section 287.05701, *Florida Statutes*, prohibits requesting documentation or consideration of a vendor's social, political or ideological interests and giving preference to a vendor based on the same, when considering government contracts. This section further requires any solicitation for the procurement of contractual services by the governing body of a special district to include a provision notifying vendors of the provisions of this section.

Please feel free to contact the District Manager or our office should you have any questions on these new laws or their requirements.

Thank you.

CHAPTER 2023-121

Committee Substitute for House Bill No. 199

An act relating to ethics requirements for officers and employees of special tax districts; amending s. 112.313, F.S.; specifying that certain conduct by certain public officers and employees is deemed a conflict of interest; making technical changes; amending s. 112.3142, F.S.; requiring certain ethics training for elected local officers of independent special districts beginning on a specified date; specifying requirements for such training; providing an effective date.

Be It Enacted by the Legislature of the State of Florida:

Section 1. Subsection (7) of section 112.313, Florida Statutes, is amended to read:

112.313 Standards of conduct for public officers, employees of agencies, and local government attorneys.—

(7) CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP.—

(a) No public officer or employee of an agency shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of, or is doing business with, an agency of which he or she is an officer or employee, excluding those organizations and their officers who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the state or any municipality, county, or other political subdivision of the state; nor shall an officer or employee of an agency have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his or her private interests and the performance of his or her public duties or that would impede the full and faithful discharge of his or her public duties.

1. When the agency referred to is that certain kind of special tax district created by general or special law and is limited specifically to constructing, maintaining, managing, and financing improvements in the land area over which the agency has jurisdiction, or when the agency has been organized pursuant to chapter 298, then employment with, or entering into a contractual relationship with, such business entity by a public officer or employee of such agency ~~is shall~~ not be prohibited by this subsection or be deemed a conflict per se. However, conduct by such officer or employee that is prohibited by, or otherwise frustrates the intent of, this section, including conduct that violates subsections (6) and (8), is shall be deemed a conflict of interest in violation of the standards of conduct set forth by this section.

2. When the agency referred to is a legislative body and the regulatory power over the business entity resides in another agency, or when the regulatory power which the legislative body exercises over the business entity or agency is strictly through the enactment of laws or ordinances, then employment or a contractual relationship with such business entity by a public officer or employee of a legislative body shall not be prohibited by this subsection or be deemed a conflict.

(b) This subsection shall not prohibit a public officer or employee from practicing in a particular profession or occupation when such practice by persons holding such public office or employment is required or permitted by law or ordinance.

Section 2. Paragraphs (d) and (e) of subsection (2) of section 112.3142, Florida Statutes, are redesignated as paragraphs (e) and (f), respectively, present paragraph (e) of that subsection is amended, and a new paragraph (d) is added to that subsection, to read:

112.3142 Ethics training for specified constitutional officers, elected municipal officers, ~~and commissioners of community redevelopment agencies, and elected local officers of independent special districts.~~—

(2)

(d) Beginning January 1, 2024, each elected local officer of an independent special district, as defined in s. 189.012, and each person who is appointed to fill a vacancy for an unexpired term of such elective office must complete 4 hours of ethics training each calendar year which addresses, at a minimum, s. 8, Art. II of the State Constitution, the Code of Ethics for Public Officers and Employees, and the public records and public meetings laws of this state. This requirement may be satisfied by completion of a continuing legal education class or other continuing professional education class, seminar, or presentation, if the required subject matter is covered by such class, seminar, or presentation.

(f)(e) The Legislature intends that a constitutional officer, ~~or~~ elected municipal officer, ~~or~~ elected local officer of an independent special district who is required to complete ethics training pursuant to this section receive the required training as close as possible to the date that he or she assumes office. A constitutional officer, ~~or~~ elected municipal officer, ~~or~~ elected local officer of an independent special district assuming a new office or new term of office on or before March 31 must complete the annual training on or before December 31 of the year in which the term of office began. A constitutional officer, ~~or~~ elected municipal officer, ~~or~~ elected local officer of an independent special district assuming a new office or new term of office after March 31 is not required to complete ethics training for the calendar year in which the term of office began.

Section 3. This act shall take effect July 1, 2023.

Approved by the Governor May 24, 2023.

Filed in Office Secretary of State May 24, 2023.

SECTION B

SECTION 1

Tohoqua Community Development District

YEAR 2023 ENGINEER'S REPORT

Prepared For

Tohoqua Community Development District

Date

June 14, 2023

POULOS & BENNETT

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

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| <i>Section 2</i> | <i>Infrastructure Ownership and Maintenance</i> |
| <i>Section 3</i> | <i>District's Operation and Maintenance Budget</i> |
| <i>Section 4</i> | <i>District's Public Liability and Property Damage Insurance</i> |
| <i>Section 5</i> | <i>Infrastructure Condition Assessment</i> |
| <i>Section 6</i> | <i>District Engineer's Letter Report</i> |

APPENDIX

| | |
|------------------|----------------------------------|
| <i>Exhibit 1</i> | <i>Tohoqua Full Site Exhibit</i> |
|------------------|----------------------------------|

**Tohoqua Community Development District
2023 Engineer’s Report
June 14, 2023**

1. Location and General Description

The overall Tohoqua Community Development District CDD is a 784 acre tract currently located in Saint Cloud, 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.

2. Infrastructure Ownership and Maintenance

The ownership and maintenance responsibility of the infrastructure within the development does not reside with a single entity but is distributed as shown in the table below.

| Infrastructure Asset | Ownership | Maintenance |
|---|---------------------|---------------------|
| Master Stormwater Management System | District | District |
| Major Roadway (Cross Prairie Parkway) | Osceola County | Osceola County |
| Residential Roadways (Asphalt, Curb & Gutter, Sidewalk) | City of Saint Cloud | City of Saint Cloud |
| Alleyways | City of Saint Cloud | City of Saint Cloud |
| Potable Water Distribution System | City of Saint Cloud | City of Saint Cloud |
| Sanitary Sewer System | City of Saint Cloud | City of Saint Cloud |
| Reclaimed Water Distribution System | City of Saint Cloud | City of Saint Cloud |
| Open Space Parks & Recreation | District | District |
| Amenity Center | District | District |
| Street Lighting | District | District |

TABLE 2-1: OWNERSHIP & MAINTENANCE

3. District’s Operation and Maintenance Budget

We have reviewed the proposed operation and maintenance budget for Fiscal Year 2023 as adopted by the Tohoqua CDD Board of Supervisors and in our opinion, find it sufficient for the proper maintenance of the current infrastructure improvements for which the District is responsible.

**Tohoqua Community Development District
2023 Engineer's Report
June 14, 2023**

4. District's Public Liability and Property Damage Insurance

The District currently carries insurance under a policy with Florida Insurance Alliance (FIA) and has budgeted sufficient funds to cover the total annual premium of the insurance policy. Poulos & Bennett, LLC has not reviewed the insurance policy, however since FIA specializes in providing insurance coverage to governmental agencies and is established in the industry, their policy should be adequate. We therefore believe the insurance will comply with the intent of the Master Trust Indenture.

5. Infrastructure Condition Assessment

Upon the previous and recent completion of the infrastructure, the visible CDD owned site infrastructure including stormwater ponds, site lighting and open space tracts were inspected and found to be in acceptable condition at the time of this writing. A minor deficiency was observed and has been identified below with recommendations for repair. Any routine repairs that become necessary may be funded by the operation and maintenance budget. Table 5-1 below describes the phasing of the community and those phases and infrastructure which have been constructed along with completion dates. The property officially becomes subdivided once the plat has been approved and recorded. Following the certification of substantial completion, the infrastructure is deemed to be reasonably complete and built in accordance with the construction plans. Following Certificate of Completion (COC) the infrastructure has been accepted as complete by the local government agency.

| Phase | Recorded Plat | Substantial Completion / COC |
|---------------|---------------|------------------------------|
| Phase 1A | 5/7/18 | 5/31/18 |
| Phase 1B | 10/26/18 | 10/4/18 |
| Phase 2 | 12/30/20 | 9/27/21 |
| Phase 3 | 8/23/22 | TBD |
| Phase 4A | 5/4/21 | 3/22/22 |
| Phase 4B | 2/11/22 | 12/6/22 |
| Phase 5A | 7/2/21 | 3/23/22 |
| Phase 5B | 8/23/22 | 2/3/23 |
| Phase 6 | 10/22/21 | TBD |
| Future Phases | TBD | TBD |

TABLE 5-1: PHASING & COMPLETION

Tohoqua Community Development District
2023 Engineer's Report
June 14, 2023

NO DEFICIENCY

Typical view of the ponds within the Tohoqua community.

The ponds including the pond banks and control structures were in good overall condition.



DEFICIENCY #1

Phase 1 – Pond 2A

Turbidity barrier installed at SE side; remove turbidity barrier from pond;



Tohoqua Community Development District
2023 Engineer's Report
June 14, 2023

6. District Engineer's Letter Report

June 14, 2023

George Flint, District Manager
Tohoqua CDD Community Development District
Governmental Management Services-CF, LLC
135 West Central Blvd, Suite 320
Orlando, FL 32801

Subject: Tohoqua CDD Community Development District
District Engineers Report
Poulos & Bennett Job No. 17-188

Dear Mr. Flint:

In accordance with Section 9.19 of the Master Trust Indenture for the Tohoqua CDD Community Development District (CDD), we have completed our annual review of the portions of the project within this CDD as constructed to date. Based on our inspection and knowledge of the community, we find that the completed portions of the infrastructure are being properly maintained.

We have reviewed the proposed Operation and Maintenance budget for the Fiscal Year 2023 and believe that it is sufficient for the proper operation and maintenance of the Tohoqua CDD.

Please contact me should you have any questions or require any additional information.

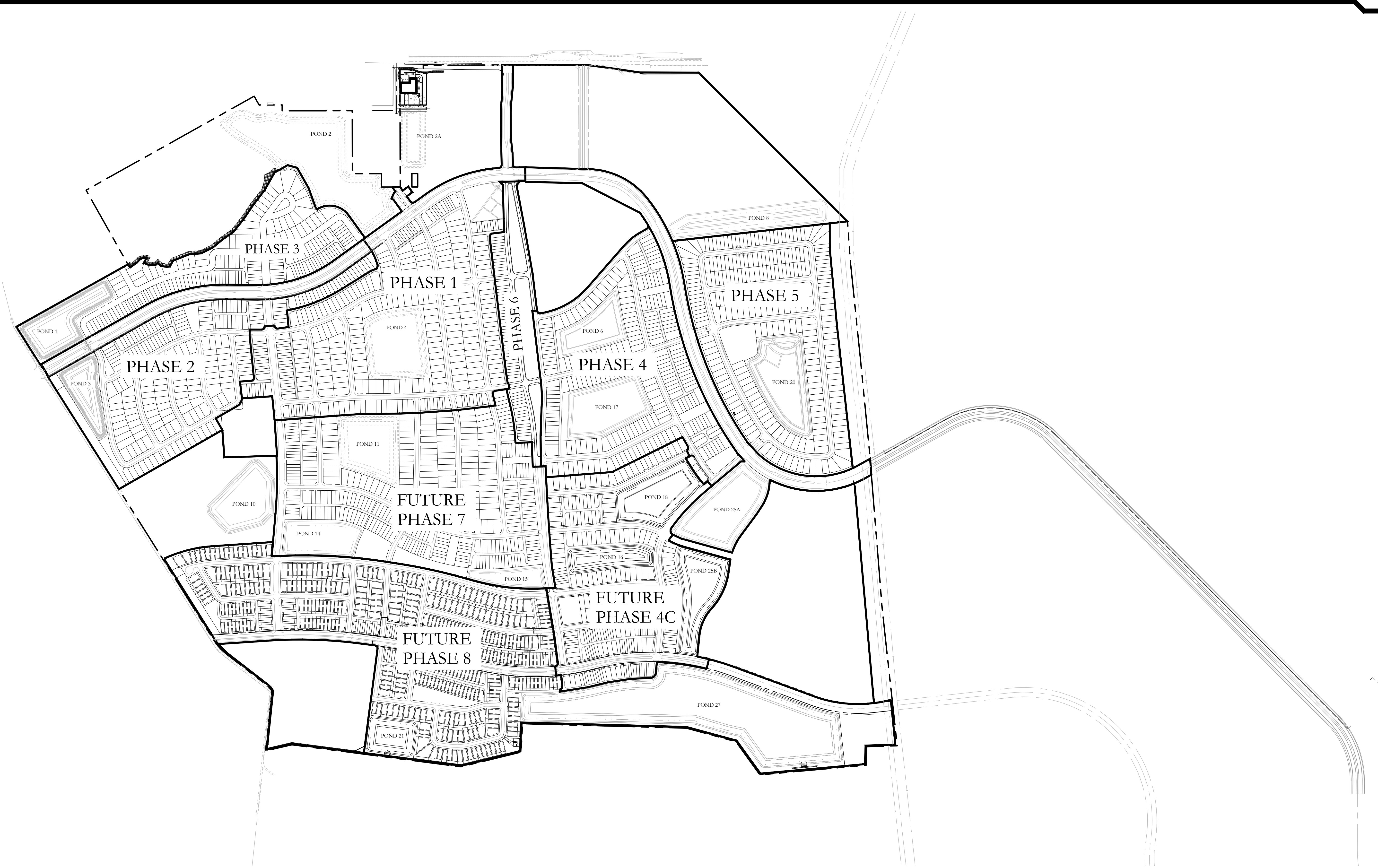
Sincerely,

Stephen K Saha, P.E.
CDD Engineer
Poulos & Bennett, LLC

c: File Folder

Tohoqua Community Development District
2023 Engineer's Report
June 14, 2023

APPENDIX



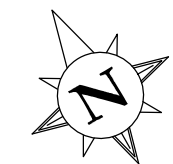
Master Project Phases

Tohoqua

POULOS & BENNETT

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

www.poulosandbennett.com
Certificate of Authorization No. 28567



200 0 400 800
SCALE IN FEET

SECTION C

SECTION 1

Tohoqua Community Development District

Summary of Check Register

May 1, 2023 through July 23, 2023

| Fund | Date | Check No.'s | Amount |
|---------------------|---------|-------------|----------------------|
| General Fund | 5/2/23 | 713-721 | \$ 47,914.22 |
| | 5/18/23 | 722-739 | \$ 95,444.81 |
| | 5/24/23 | 740-741 | \$ 130.00 |
| | 6/1/23 | 742-746 | \$ 10,683.00 |
| | 6/6/23 | 747-750 | \$ 3,492.75 |
| | 6/13/23 | 751-756 | \$ 37,597.80 |
| | 6/22/23 | 757-760 | \$ 50,142.52 |
| | 6/28/23 | 761-764 | \$ 5,414.67 |
| | 7/12/23 | 765-769 | \$ 7,006.30 |
| Total Amount | | | \$ 257,826.07 |

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|------------|-------|--------------|----------|------------------|-----|-------|-------|----------|---|--------|-----------|--------------|---------|
| 5/26/23 | 00010 | 2/15/23 | 02152023 | 202302 | 300 | 20700 | 10300 | | SER20 PH2 REQ3 REIMB CNST TOHOQUA CDD C/O USBANK | V | 241.25- | 241.25- | 000674 |
| 5/02/23 | 00077 | 1/09/23 | 52430 | 202301 | 330 | 53800 | 48200 | | COMMUNITY GYM LOCK REPAIR ATLANTIC LOCKSMITHS LLC | * | 150.00 | 150.00 | 000713 |
| 5/02/23 | 00022 | 4/10/23 | 69 | 202304 | 330 | 53800 | 11000 | | AMENITY MANAGMENT- APR23 COMMUNITY ASSOCIATION AND LIFESTYLE | * | 10,416.67 | 10,416.67 | 000714 |
| 5/02/23 | 00036 | 2/24/23 | 17248 | 202302 | 330 | 53800 | 48500 | | FIRE EXTINGUISH INSPECT FLORIDA STATE FIRE EQUIPMENT, INC. | * | 95.00 | 95.00 | 000715 |
| 5/02/23 | 00002 | 4/01/23 | 267 | 202304 | 310 | 51300 | 34000 | | MANAGEMENT FEES - APR 23 | * | 3,333.33 | | |
| | | 4/01/23 | 267 | 202304 | 310 | 51300 | 35200 | | WEBSITE ADMIN - APR 23 | * | 100.00 | | |
| | | 4/01/23 | 267 | 202304 | 310 | 51300 | 35100 | | INFORMATION TECH - APR 23 | * | 150.00 | | |
| | | 4/01/23 | 267 | 202304 | 310 | 51300 | 31300 | | DISSEMINATION - APR 23 | * | 1,250.00 | | |
| | | 4/01/23 | 267 | 202304 | 310 | 51300 | 51000 | | OFFICE SUPPLIES | * | .51 | | |
| | | 4/01/23 | 267 | 202304 | 310 | 51300 | 42000 | | POSTAGE | * | 41.46 | | |
| | | 4/01/23 | 267 | 202304 | 310 | 51300 | 42500 | | COPIES | * | 376.65 | | |
| | | 4/01/23 | 268 | 202304 | 320 | 53800 | 12000 | | FIELD MANAGMENT - APR 23 | * | 1,802.50 | | |
| | | 4/01/23 | 268 | 202304 | 320 | 53800 | 12300 | | FACILTY MAINT - APR 23 | * | 4,416.67 | | |
| | | | | | | | | | GOVERNMENTAL MANAGEMENT SERVICES | | | 11,471.12 | 000716 |
| 5/02/23 | 00004 | 4/05/23 | 111330 | 202303 | 310 | 51300 | 31500 | | GEN.COUNSEL/MTHLY MEETING | * | 2,485.47 | | |
| | | 4/05/23 | 111331 | 202303 | 310 | 51300 | 31500 | | BOUNDARY CONTRACTION | * | 560.00 | | |
| | | | | | | | | | LATHAM, LUNA, EDEN & BEAUDINE,LLP | | | 3,045.47 | 000717 |
| 5/02/23 | 00011 | 3/13/23 | 2018679 | 202303 | 310 | 51300 | 49100 | | NONADVALOREM ASSESSMENTS | * | 497.35 | | |
| | | | | | | | | | OSCEOLA COUNTY PROPERTY APPRAISER | | | 497.35 | 000718 |

TQUA TOHOQUA CDD KCOSTA

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|------------|-------|--------------|----------|------------------|-----|-------|-------|----------|-------------------------------------|--------|-----------|--------------|---------|
| 5/02/23 | 00059 | 4/05/23 | 7001 | 202305 | 330 | 53800 | 48000 | | MOTHERS DAY PAINT-5/12/12 | * | 600.00 | | |
| | | | | | | | | | PAINT SIP AND SWIRL, LLC. | | | 600.00 | 000719 |
| 5/02/23 | 00026 | 4/18/23 | 399352 | 202304 | 330 | 53800 | 53000 | | SULFURIC ACID/POOL ACID | * | 246.00 | | |
| | | 4/18/23 | 399508 | 202304 | 330 | 53800 | 53000 | | BULK BLEACH | * | 1,225.00 | | |
| | | | | | | | | | SPIES POOL, LLC | | | 1,471.00 | 000720 |
| 5/02/23 | 00033 | 3/29/23 | 20751 | 202303 | 320 | 53800 | 46400 | | PH1 MAIN ENTRANCE RESTORE | * | 10,575.95 | | |
| | | 4/01/23 | 21936 | 202304 | 320 | 53800 | 46400 | | PH1 MAILBOX PLANT RESTORE | * | 2,378.43 | | |
| | | 4/01/23 | 21938 | 202304 | 320 | 53800 | 46200 | | LANDSCAPE PH1/POND-APR 23 | * | 5,943.33 | | |
| | | 4/27/23 | 20648 | 202304 | 320 | 53800 | 46400 | | PH1 GAZEBO PLANT INSTALL | * | 1,269.90 | | |
| | | | | | | | | | UNITED LAND SERVICES | | | 20,167.61 | 000721 |
| 5/18/23 | 00035 | 5/07/23 | 173025 | 202305 | 320 | 53800 | 47300 | | WETLAND MAINTENANCE-MAY23 | * | 1,600.00 | | |
| | | | | | | | | | BIO-TECH CONSULTING INC. | | | 1,600.00 | 000722 |
| 5/18/23 | 00022 | 5/02/23 | 70 | 202305 | 330 | 53800 | 11000 | | AMENITY MANAGEMENT-MAY 23 | * | 10,416.67 | | |
| | | | | | | | | | COMMUNITY ASSOCIATION AND LIFESTYLE | | | 10,416.67 | 000723 |
| 5/18/23 | 00049 | 5/04/23 | 49-BID-6 | 202305 | 330 | 53800 | 52000 | | POOL PERMIT FY 23 | * | 325.00 | | |
| | | | | | | | | | FLORIDA DEPARTMENT OF HEALTH | | | 325.00 | 000724 |
| 5/18/23 | 99999 | 5/18/23 | VOID | 202305 | 000 | 00000 | 00000 | | VOID CHECK | C | .00 | | |
| | | | | | | | | | *****INVALID VENDOR NUMBER***** | | | .00 | 000725 |
| 5/18/23 | 00002 | 3/31/23 | 272 | 202303 | 320 | 53800 | 47800 | | LAKE TRASH CLEAN UP | * | 554.50 | | |
| | | 5/01/23 | 270 | 202305 | 310 | 51300 | 34000 | | MANAGEMENT FEES - MAY 23 | * | 3,333.33 | | |
| | | 5/01/23 | 270 | 202305 | 310 | 51300 | 35200 | | WEBSITE ADMIN - MAY 23 | * | 100.00 | | |
| | | 5/01/23 | 270 | 202305 | 310 | 51300 | 35100 | | INFORMATION TECH - MAY 23 | * | 150.00 | | |
| | | 5/01/23 | 270 | 202305 | 310 | 51300 | 31300 | | DISSEMINATION - MAY 23 | * | 1,250.00 | | |

TQUA TOHOQUA CDD KCOSTA

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|-----------------------------------|-------|--------------|---------------------------|------------------|-----|-----------------|-----|----------|---------------------------|--------|-----------|--------------|---------|
| 5/01/23 | | 270 | AMENITY ACCESS - MAY 23 | 202305 | 330 | 330-53800-11000 | | | | * | 4,416.67 | | |
| 5/01/23 | | 270 | OFFICE SUPPLIES | 202305 | 310 | 310-51300-51000 | | | | * | .39 | | |
| 5/01/23 | | 270 | POSTAGE | 202305 | 310 | 310-51300-42000 | | | | * | 7.94 | | |
| 5/01/23 | | 270 | COPIES | 202305 | 310 | 310-51300-42500 | | | | * | 207.00 | | |
| 5/01/23 | | 271 | FIELD MANAGEMENT - MAY 23 | 202305 | 320 | 320-53800-12000 | | | | * | 1,802.50 | | |
| 5/01/23 | | 271 | HOME DEPOT MAINT SUPPLIES | 202305 | 330 | 330-53800-48200 | | | | * | 225.54 | | |
| 5/01/23 | | 271 | CALMCC OSCLA NEWS GAZETTE | 202305 | 330 | 330-53800-49000 | | | | * | 20.70 | | |
| 5/01/23 | | 271 | CALMCC EASTER EVENT SPPLY | 202305 | 330 | 330-53800-48000 | | | | * | 577.04 | | |
| 5/01/23 | | 271 | CALMCC PET SIGNS | 202305 | 330 | 330-53800-48100 | | | | * | 87.82 | | |
| 5/01/23 | | 271 | HOME DEPOT | 202305 | 320 | 320-53800-47800 | | | | * | 190.84 | | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | | | | | | | | | 12,924.27 | 000726 | |
| 5/18/23 | 00004 | 5/03/23 | 113430 | 202304 | 310 | 310-51300-31500 | | | GEN.COUNSEL/MTHLY MEETING | * | 650.97 | | |
| | | 5/03/23 | 113431 | 202304 | 310 | 310-51300-31500 | | | CDD CONTRACTION | * | 1,932.00 | | |
| LATHAM, LUNA, EDEN & BEAUDINE,LLP | | | | | | | | | | | 2,582.97 | 000727 | |
| 5/18/23 | 00063 | 3/31/23 | 017949 | 202304 | 330 | 330-53800-48800 | | | SECURTY MONITORING APR23 | * | 35.00 | | |
| MODERN SECURITY SYSTEM, LLC | | | | | | | | | | | 35.00 | 000728 | |
| 5/18/23 | 00079 | 5/01/23 | 06184 | 202305 | 330 | 330-53800-49100 | | | PROXIMITY CARDS | * | 6,410.00 | | |
| | | 5/02/23 | 06182 | 202305 | 330 | 330-53800-49000 | | | GATE ACCESS CONTROL & CAM | * | 2,175.00 | | |
| MODERN SECURITY SYSTEMS | | | | | | | | | | | 8,585.00 | 000729 | |
| 5/18/23 | 00006 | 4/28/23 | 17-188(8 | 202303 | 310 | 310-51300-31100 | | | ENGINEERING SERVICE MAR23 | * | 113.40 | | |
| POULOS & BENNETT, LLC | | | | | | | | | | | 113.40 | 000730 | |
| 5/18/23 | 00024 | 5/01/23 | 8806 | 202305 | 320 | 320-53800-47200 | | | POOL MAINTENANCE - MAY 23 | * | 1,735.00 | | |
| ROBERTS POOL SRVC AND REPAIR INC | | | | | | | | | | | 1,735.00 | 000731 | |
| TQUA TOHOQUA CDD KCOSTA | | | | | | | | | | | | | |

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|------------|-------|--------------|----------|------------------|-----|-------|-------|----------|---------------------------------|--------|----------|--------------|---------|
| 5/18/23 | 00078 | 4/28/23 | SQ042820 | 202304 | 300 | 36900 | 10000 | | SALMA QURESHI | * | 250.00 | 250.00 | 000732 |
| 5/18/23 | 00026 | 5/10/23 | 400346 | 202305 | 330 | 53800 | 53000 | | SPIES POOL, LLC | * | 732.00 | 2,297.00 | 000733 |
| | | 5/10/23 | 400437 | 202305 | 330 | 53800 | 53000 | | | * | 1,565.00 | | |
| 5/18/23 | 00064 | 4/27/23 | 61719017 | 202304 | 320 | 53800 | 47100 | | TURNER PEST CONTROL, LLC | * | 65.00 | 65.00 | 000734 |
| 5/18/23 | 99999 | 5/18/23 | VOID | 202305 | 000 | 00000 | 00000 | | *****INVALID VENDOR NUMBER***** | C | .00 | .00 | 000735 |
| 5/18/23 | 00033 | 4/01/23 | 21941 | 202304 | 320 | 53800 | 46200 | | LANDSCAPE ADD PON-APR 23 | * | 700.00 | | |
| | | 4/01/23 | 21943 | 202304 | 320 | 53800 | 46200 | | TOHO POND PH 2&3 - APR 23 | * | 4,323.00 | | |
| | | 4/01/23 | 21944 | 202304 | 320 | 53800 | 46200 | | LANDSCAPE CROSS PRA-APR23 | * | 3,668.33 | | |
| | | 4/01/23 | 21946 | 202304 | 320 | 53800 | 46200 | | TOHOQUA AMENITY - APR 23 | * | 1,743.75 | | |
| | | 4/01/23 | 21947 | 202304 | 320 | 53800 | 46200 | | LANDSCAPE AMEN POND-APR23 | * | 1,166.67 | | |
| | | 4/01/23 | 21949 | 202304 | 320 | 53800 | 46200 | | LNDSCP E CROSS PRA-APR23 | * | 3,885.00 | | |
| | | 4/01/23 | 21955 | 202304 | 320 | 53800 | 46200 | | TOHOQUA PH 6 MAINT-APR 23 | * | 4,336.00 | | |
| | | 5/01/23 | 25963 | 202305 | 320 | 53800 | 46200 | | LANDSCAPE MAINT PH1-MAY23 | * | 5,943.33 | | |
| | | 5/01/23 | 25969 | 202305 | 320 | 53800 | 46200 | | LANDSCAPE ADD POND-MAY23 | * | 700.00 | | |
| | | 5/01/23 | 26004 | 202305 | 320 | 53800 | 46200 | | TOH 1ST AMND PH2,3-MAY23 | * | 4,323.00 | | |
| | | 5/01/23 | 26007 | 202305 | 320 | 53800 | 46200 | | LANDSCAPE CROSS PRA-MAY23 | * | 3,668.33 | | |
| | | 5/01/23 | 26008 | 202305 | 320 | 53800 | 46200 | | TOHOQUA AMENITY - MAR 23 | * | 1,743.75 | | |
| | | 5/01/23 | 26010 | 202305 | 320 | 53800 | 46200 | | LANDSCAPE AMEN POND-MAY23 | * | 1,166.67 | | |
| | | 5/01/23 | 26024 | 202305 | 320 | 53800 | 46200 | | LNDSCP E CROSS PRA-MAY23 | * | 3,885.00 | | |

TQUA TOHOQUA CDD KCOSTA

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|------------|-------|--------------|----------|------------------|-----|-------|-------|----------|---------------------------------|--------|----------|--------------|---------|
| 5/01/23 | | 26026 | | 202305 | 320 | 53800 | 46200 | | TOHOQUA PH 6 MAINT-MAY23 | * | 4,336.00 | | |
| | | | | | | | | | UNITED LAND SERVICES | | | 45,588.83 | 000736 |
| 5/18/23 | 00013 | 4/25/23 | 6905473 | 202304 | 310 | 51300 | 32300 | | TRUSTEE FEE SER21 FY23 | * | 1,481.57 | | |
| | | 4/25/23 | 6905473 | 202304 | 300 | 15500 | 10000 | | TRUSTEE FEE SER21 FY24 | * | 1,481.56 | | |
| | | 4/25/23 | 6905480 | 202304 | 310 | 51300 | 32300 | | TRUSTEE FEE SER21 FY23 | * | 1,858.69 | | |
| | | 4/25/23 | 6905480 | 202304 | 300 | 15500 | 10000 | | TRUSTEE FEE SER21 FY24 | * | 1,858.69 | | |
| | | | | | | | | | US BANK | | | 6,680.51 | 000737 |
| 5/18/23 | 00039 | 4/25/23 | 23798287 | 202304 | 330 | 53800 | 49200 | | C FOLD TOWEL PAPER | * | 342.16 | | |
| | | | | | | | | | W.B.MASON CO.INC | | | 342.16 | 000738 |
| 5/18/23 | 00032 | 4/24/23 | 23-1724 | 202303 | 320 | 53800 | 46700 | | JANITORIAL SVCS - MAR23 | * | 1,904.00 | | |
| | | | | | | | | | WESTWOOD INTERIOR CLEANING INC. | | | 1,904.00 | 000739 |
| 5/24/23 | 00080 | 5/10/23 | 81070948 | 202305 | 330 | 53800 | 48200 | | AIRCON SERVICE CALL | * | 95.00 | | |
| | | | | | | | | | FRANKS AIR CONDITIONING | | | 95.00 | 000740 |
| 5/24/23 | 00063 | 4/30/23 | 018114 | 202305 | 330 | 53800 | 48800 | | SECURITY MONITORING MAY23 | * | 35.00 | | |
| | | | | | | | | | MODERN SECURITY SYSTEM, LLC | | | 35.00 | 000741 |
| 6/01/23 | 00080 | 5/18/23 | 81140200 | 202305 | 330 | 53800 | 48200 | | A/C REPAIR | * | 989.10 | | |
| | | | | | | | | | FRANKS AIR CONDITIONING | | | 989.10 | 000742 |
| 6/01/23 | 00002 | 3/01/23 | 262 | 202303 | 320 | 53800 | 12300 | | FACILTY MAINT - MAR 23 | * | 4,416.67 | | |
| | | 3/01/23 | 262 | 202303 | 320 | 53800 | 47800 | | HOME DEPOT-MAINT SUPPLIES | * | 448.42 | | |
| | | 3/01/23 | 262 | 202303 | 330 | 53800 | 48000 | | VALENTINES DECOR | * | 64.15 | | |
| | | 3/01/23 | 262 | 202303 | 330 | 53800 | 48200 | | A/C SERVICE CALL | * | 234.75 | | |
| | | 3/01/23 | 262 | 202303 | 330 | 53800 | 48000 | | DEPOSIT FOR SPECIAL EVENT | * | 118.45 | | |
| | | 3/01/23 | 262 | 202303 | 330 | 53800 | 48000 | | SUPPLIES FOR SPEC. EVENT | * | 49.70 | | |

TQUA TOHOQUA CDD KCOSTA

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT ACCT# | SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|----------------------------------|-------|--------------|-----------------|------------------|-----------------|--------------|---------------------------|--------|----------|--------------|---------|
| 3/01/23 | 262 | 202303 | 330-53800-48000 | | | | PUBLIX-SPECIAL EVENT FOOD | * | 551.33 | | |
| 3/01/23 | 262 | 202303 | 330-53800-48000 | | | | DOLLAR TREE | * | 105.37 | | |
| 3/01/23 | 262 | 202303 | 330-53800-48100 | | | | AMAZON MEMBERSHIP RENEW | * | 18.88 | | |
| 3/01/23 | 262 | 202303 | 330-53800-48200 | | | | EPOXY FOR GYM REPAIR | * | 8.08 | | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | | | | | | | | 6,015.80 | 000743 |
| 6/01/23 | 00052 | 5/01/23 | 1613 | 202305 | 320-53800-46300 | | POND MAINT/ANALYSIS TEST | * | 920.00 | | |
| SUNSHINE LAND MANAGEMENT CORP. | | | | | | | | | | 920.00 | 000744 |
| 6/01/23 | 00058 | 5/18/23 | 16379102 | 202305 | 320-53800-49000 | | PURCHASE ADD BIKE RACK | * | 619.35 | | |
| ULINE | | | | | | | | | | 619.35 | 000745 |
| 6/01/23 | 00032 | 5/17/23 | 23-1838 | 202304 | 320-53800-46700 | | JANITORIAL SVCS - APR 23 | * | 2,380.00 | | |
| WESTWOOD INTERIOR CLEANING INC. | | | | | | | | | | 2,380.00 | 000746 |
| 6/06/23 | 00006 | 5/30/23 | 17-188(8 | 202304 | 310-51300-31100 | | BOUNDARY AMEND FEES | * | 238.75 | | |
| POULOS & BENNETT, LLC | | | | | | | | | | 238.75 | 000747 |
| 6/06/23 | 00024 | 6/01/23 | 8877 | 202306 | 320-53800-47200 | | POOL MAINTENANCE - JUN 23 | * | 1,735.00 | | |
| ROBERTS POOL SRVC AND REPAIR INC | | | | | | | | | | 1,735.00 | 000748 |
| 6/06/23 | 00026 | 5/30/23 | 401310 | 202305 | 330-53800-53000 | | BULK BLEACH/ACID | * | 1,454.00 | | |
| SPIES POOL, LLC | | | | | | | | | | 1,454.00 | 000749 |
| 6/06/23 | 00064 | 5/26/23 | 61729750 | 202305 | 320-53800-47100 | | PEST CONTROL - MAY 23 | * | 65.00 | | |
| TURNER PEST CONTROL, LLC | | | | | | | | | | 65.00 | 000750 |
| 6/13/23 | 00047 | 6/01/23 | 35440 | 202305 | 320-53800-49000 | | ANNUAL BACKFLOW TEST | * | 65.00 | | |
| AARON'S BACKFLOW SERVICES | | | | | | | | | | 65.00 | 000751 |
| 6/13/23 | 00002 | 6/01/23 | 273 | 202306 | 310-51300-34000 | | MANAGEMENT FEES - JUN 23 | * | 3,333.33 | | |
| 6/01/23 | 273 | 202306 | 310-51300-35200 | | | | WEBSITE ADMIN - JUN 23 | * | 100.00 | | |

TQUA TOHOQUA CDD KCOSTA

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT ACCT# | SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|----------------------------------|-------|--------------|-----------------|------------------|-----------------|--------------|---------------------------|--------|----------|--------------|---------|
| 6/01/23 | 273 | 202306 | 310-51300-35100 | | | | INFORMATION TECH - JUN 23 | * | 150.00 | | |
| 6/01/23 | 273 | 202306 | 310-51300-31300 | | | | DISSEMINATION - JUN 23 | * | 1,250.00 | | |
| 6/01/23 | 273 | 202306 | 310-51300-51000 | | | | OFFICE SUPPLIES | * | .90 | | |
| 6/01/23 | 273 | 202306 | 310-51300-42000 | | | | POSTAGE | * | 23.27 | | |
| 6/01/23 | 273 | 202306 | 310-51300-42500 | | | | COPIES | * | 684.15 | | |
| 6/01/23 | 275 | 202306 | 320-53800-12300 | | | | FACILITY MAINT - JUN 23 | * | 4,416.67 | | |
| GOVERNMENTAL MANAGEMENT SERVICES | | | | | | | | | | 9,958.32 | 000752 |
| 6/13/23 | 00052 | 6/01/23 | 1633 | 202306 | 320-53800-46300 | | POND MAINT/ANALYSIS TEST | * | 920.00 | | |
| SUNSHINE LAND MANAGEMENT CORP. | | | | | | | | | | 920.00 | 000753 |
| 6/13/23 | 00064 | 6/09/23 | 61743458 | 202306 | 330-53800-54000 | | TERMITE BOND 10 YR | * | 300.00 | | |
| TURNER PEST CONTROL, LLC | | | | | | | | | | 300.00 | 000754 |
| 6/13/23 | 00033 | 6/01/23 | 29667 | 202306 | 320-53800-46200 | | LANDSCAPE MAINT PH1-JUN23 | * | 5,943.33 | | |
| 6/01/23 | 29668 | 202306 | 320-53800-46200 | | | | LANDSCAPE ADD POND-JUN23 | * | 700.00 | | |
| 6/01/23 | 29670 | 202306 | 320-53800-46200 | | | | TOH 1ST AMND PH2,3 -JUN23 | * | 4,323.00 | | |
| 6/01/23 | 29672 | 202306 | 320-53800-46200 | | | | LANDSCAPE CORSS PRA-JUN23 | * | 3,668.33 | | |
| 6/01/23 | 29685 | 202306 | 320-53800-46200 | | | | TOHOQUA AMENITY - JUN 23 | * | 1,743.75 | | |
| 6/01/23 | 29687 | 202306 | 320-53800-46200 | | | | LANDSCAPE AMEN POND-JUN23 | * | 1,166.67 | | |
| 6/01/23 | 29688 | 202306 | 320-53800-46200 | | | | LNDSCP E CROSS PRA-JUN23 | * | 3,885.00 | | |
| 6/01/23 | 29690 | 202306 | 320-53800-46200 | | | | TOHOQUA PH 6 MAINT-JUN23 | * | 4,336.00 | | |
| UNITED LAND SERVICES | | | | | | | | | | 25,766.08 | 000755 |
| 6/13/23 | 00039 | 6/08/23 | 23897941 | 202306 | 330-53800-49200 | | C FOLD TOWEL PAPER | * | 588.40 | | |
| W.B.MASON CO.INC | | | | | | | | | | 588.40 | 000756 |
| 6/22/23 | 00004 | 6/05/23 | 115255 | 202305 | 310-51300-31500 | | GENERAL COUNSEL - MAY 23 | * | 1,988.00 | | |

TQUA TOHOQUA CDD KCOSTA

| CHECK DATE | VEND# |INVOICE..... DATE INVOICE | ...EXPENSED TO... YRMO DPT ACCT# SUB SUBCLASS | VENDOR NAME | STATUS | AMOUNT |CHECK..... AMOUNT # |
|---------------|-------|-----------------------------------|--|-----------------------------------|--------|-----------|----------------------------|
| | | 6/05/23 115256 | 202305 310-51300-31500 | CDD CONTRACTION - MAY 23 | * | 1,540.00 | |
| | | | | LATHAM, LUNA, EDEN & BEAUDINE,LLP | | | 3,528.00 000757 |
| 6/22/23 00026 | | 6/15/23 402025 | 202305 330-53800-53000 | SULFURIC ACID | * | 170.00 | |
| | | 6/15/23 402072 | 202305 330-53800-53000 | BULK BLEACH | * | 1,070.00 | |
| | | | | SPIES POOL, LLC | | | 1,240.00 000758 |
| 6/20/23 99999 | | 6/20/23 VOID | 202306 000-00000-00000 | VOID CHECK | C | .00 | |
| | | | | *****INVALID VENDOR NUMBER***** | | | .00 000759 |
| 6/22/23 00033 | | 5/09/23 26855 | 202305 320-53800-46400 | PH 1 PARKWAY IMPROVEMENTS | * | 2,836.42 | |
| | | 5/09/23 26858 | 202305 320-53800-46400 | EAST CPP ENDCAPS RESTORE | * | 11,434.92 | |
| | | 5/09/23 26860 | 202305 320-53800-46200 | TOHOQUA MULCH INSTALL | * | 14,360.00 | |
| | | 5/09/23 26865 | 202305 320-53800-46100 | PH1 @ FLOURISH & CPP ZONE | * | 344.01 | |
| | | 5/09/23 26866 | 202305 320-53800-46400 | ENDCAP ON TOHOQUA BLVD | * | 341.23 | |
| | | 5/09/23 26869 | 202305 320-53800-46400 | REPLACE CROTONS @ CLUBHSE | * | 551.04 | |
| | | 5/09/23 26892 | 202305 320-53800-49000 | PALM REPLACEMENT AT POOL | * | 8,125.00 | |
| | | 5/16/23 27860 | 202305 320-53800-46200 | CPP SULFUR APPLICATION | * | 1,096.20 | |
| | | 5/23/23 28838 | 202305 320-53800-46400 | TOHO BLVD ENTRANCE PLANTS | * | 261.62 | |
| | | 5/23/23 28841 | 202305 320-53800-46100 | TOHO APRIL REPAIRS | * | 1,239.74 | |
| | | 5/23/23 28848 | 202305 320-53800-46400 | CLUBHOUSE PLANT REPLACE | * | 1,193.84 | |
| | | 6/01/23 29692 | 202306 320-53800-46100 | REPAIR DISABLED CPP ZONE | * | 1,860.00 | |
| | | 6/01/23 29700 | 202306 320-53800-46100 | PH6 MAINLINE REPAIR | * | 437.50 | |
| | | 6/01/23 29702 | 202306 320-53800-46200 | STAND UP & STAKE 16 TREES | * | 968.00 | |
| | | 6/09/23 31583 | 202306 320-53800-46100 | EAST CPP WIRE TRACKING | * | 325.00 | |
| | | | | UNITED LAND SERVICES | | | 45,374.52 000760 |
| | | | | TQUA TOHOQUA CDD | | | KCOSTA |

| CHECK DATE | VEND# | INVOICE DATE | INVOICE | EXPENSED TO YRMO | DPT | ACCT# | SUB | SUBCLASS | VENDOR NAME | STATUS | AMOUNT | CHECK AMOUNT | CHECK # |
|--------------------|-------|--------------|----------|------------------|-----|-------|-------|----------|---|--------|------------|--------------|---------|
| 6/28/23 | 00081 | 6/20/23 | CS062020 | 202306 | 300 | 36900 | 10000 | | CLUBHOUSE DEPOSIT RETURN CANDACE SANCHEZ | * | 250.00 | 250.00 | 000761 |
| 6/28/23 | 00031 | 6/20/23 | 2060-220 | 202306 | 320 | 53800 | 51200 | | AMENITY SIGNAGE FASTSIGNS 175401 | * | 99.67 | 99.67 | 000762 |
| 6/28/23 | 00016 | 5/02/23 | 24136 | 202305 | 310 | 51300 | 32200 | | AUDIT FYE 09/30/2022 | * | 4,000.00 | | |
| | | 6/02/23 | 24312 | 202306 | 310 | 51300 | 32200 | | AUDIT FYE 9/30/23 GRAU & ASSOCIATES | * | 1,000.00 | 5,000.00 | 000763 |
| 6/28/23 | 00064 | 6/21/23 | 61740965 | 202306 | 320 | 53800 | 47100 | | PEST CONTROL - JUN 23 TURNER PEST CONTROL, LLC | * | 65.00 | 65.00 | 000764 |
| 7/12/23 | 00016 | 7/03/23 | 24504 | 202306 | 310 | 51300 | 32200 | | AUDIT FYE 9/30/22 GRAU & ASSOCIATES | * | 600.00 | 600.00 | 000765 |
| 7/12/23 | 00024 | 7/01/23 | 8942 | 202307 | 320 | 53800 | 47200 | | POOL MAINTENANCE - JUL 23 ROBERTS POOL SRVC AND REPAIR INC | * | 1,735.00 | 1,735.00 | 000766 |
| 7/12/23 | 00026 | 7/05/23 | 403150 | 202307 | 330 | 53800 | 53000 | | DEGREASER | * | 79.80 | | |
| | | 7/05/23 | 403273 | 202307 | 330 | 53800 | 53000 | | BULK BLEACH SPIES POOL, LLC | * | 1,647.50 | 1,727.30 | 000767 |
| 7/12/23 | 00052 | 7/01/23 | 1658 | 202307 | 320 | 53800 | 46300 | | POND MAINT/ANALYSIS TEST SUNSHINE LAND MANAGEMENT CORP. | * | 920.00 | 920.00 | 000768 |
| 7/12/23 | 00032 | 5/31/23 | 23-2228 | 202305 | 320 | 53800 | 46700 | | JANITORIAL SVCS - MAY 23 WESTWOOD INTERIOR CLEANING INC. | * | 2,024.00 | 2,024.00 | 000769 |
| TOTAL FOR BANK A | | | | | | | | | | | 257,826.07 | | |
| TOTAL FOR REGISTER | | | | | | | | | | | 257,826.07 | | |

TQUA TOHOQUA CDD KCOSTA

SECTION 2

Tohoqua
Community Development District

Unaudited Financial Reporting
June 30, 2023



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Tohoqua
Community Development District
Combined Balance Sheet
June 30, 2023

| | <i>General Fund</i> | <i>Debt Service Fund</i> | <i>Capital Projects Fund</i> | <i>Totals Governmental Funds</i> |
|---|-------------------------|------------------------------|----------------------------------|--------------------------------------|
| Assets: | | | | |
| Cash | \$ 756,911 | \$ - | \$ - | \$ 756,911 |
| Investments | | | | |
| <u>Series 2018</u> | | | | |
| Reserve | \$ - | \$ 69,039 | \$ - | \$ 69,039 |
| Revenue | \$ - | \$ 72,590 | \$ - | \$ 72,590 |
| Construction | \$ - | \$ - | \$ 12,895 | \$ 12,895 |
| <u>Series 2021 Phase 2</u> | | | | |
| Reserve | \$ - | \$ 72,381 | \$ - | \$ 72,381 |
| Revenue | \$ - | \$ 48,813 | \$ - | \$ 48,813 |
| Construction | \$ - | \$ - | \$ 11 | \$ 11 |
| <u>Series 2021 Phase 4A/5A</u> | | | | |
| Reserve | \$ - | \$ 75,350 | \$ - | \$ 75,350 |
| Revenue | \$ - | \$ 50,034 | \$ - | \$ 50,034 |
| Construction | \$ - | \$ - | \$ 9 | \$ 9 |
| <u>Series 2022 Phase 3A/6A</u> | | | | |
| Reserve | \$ - | \$ 75,475 | \$ - | \$ 75,475 |
| Capital Interest | \$ - | \$ 63,100 | \$ - | \$ 63,100 |
| Construction | \$ - | \$ - | \$ 751,871 | \$ 751,871 |
| <u>Series 2023 Phase 4B/5B</u> | | | | |
| Reserve | \$ - | \$ 77,100 | \$ - | \$ 77,100 |
| Capital Interest | \$ - | \$ 60,762 | \$ - | \$ 60,762 |
| Construction | \$ - | \$ - | \$ 2,841 | \$ 2,841 |
| Cost of Issuance | \$ - | \$ - | \$ 13,660 | \$ 13,660 |
| Due From General Fund | \$ - | \$ 5,599 | \$ 241 | \$ 5,840 |
| Due From Other | \$ 31 | \$ - | \$ - | \$ 31 |
| Prepaid Expenses | \$ 7,991 | \$ - | \$ - | \$ 7,991 |
| Total Assets | \$ 764,933 | \$ 670,243 | \$ 781,529 | \$ 2,216,705 |
| Liabilities: | | | | |
| Accounts Payable | \$ 24,972 | \$ - | \$ - | \$ 24,972 |
| Due to Capital Projects | \$ 241 | \$ - | \$ - | \$ 241 |
| Due to Debt Service | \$ 5,599 | \$ - | \$ - | \$ 5,599 |
| Total Liabilities | \$ 30,812 | \$ - | \$ - | \$ 30,812 |
| Fund Balances: | | | | |
| Nonspendable: | | | | |
| Deposits & Prepaid Items | \$ 7,991 | \$ - | \$ - | \$ 7,991 |
| Restricted for: | | | | |
| Debt Service - Series 2018 | \$ - | \$ 143,407 | \$ - | \$ 143,407 |
| Debt Service - Series 2021 Phase 2 | \$ - | \$ 123,067 | \$ - | \$ 123,067 |
| Debt Service - Series 2021 Phase 4A/5A | \$ - | \$ 127,333 | \$ - | \$ 127,333 |
| Debt Service - Series 2022 Phase 3A/6A | \$ - | \$ 138,575 | \$ - | \$ 138,575 |
| Debt Service - Series 2023 Phase 4B/5B | \$ - | \$ 137,862 | \$ - | \$ 137,862 |
| Capital Projects | \$ - | \$ - | \$ 781,529 | \$ 781,529 |
| Unassigned | \$ 726,129 | \$ - | \$ - | \$ 726,129 |
| Total Fund Balances | \$ 734,120 | \$ 670,243 | \$ 781,529 | \$ 2,185,892 |
| Total Liabilities & Fund Balance | \$ 764,933 | \$ 670,243 | \$ 781,529 | \$ 2,216,705 |

Tohoqua
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2023

| | Adopted Budget | Prorated Budget Thru 06/30/23 | Actual Thru 06/30/23 | Variance |
|--|---------------------|----------------------------------|-------------------------|-------------------|
| Revenues | | | | |
| Assessments - Tax Collector | \$ 660,211 | \$ 660,211 | \$ 662,163 | \$ 1,952 |
| Assessments - Direct | \$ 627,647 | \$ 627,647 | \$ 626,760 | \$ (886) |
| Developer Contributions | \$ 115,016 | \$ - | \$ - | \$ - |
| Special Events Revenue | \$ 12,000 | \$ 9,000 | \$ 15,678 | \$ 6,678 |
| Total Revenues | \$ 1,414,873 | \$ 1,296,858 | \$ 1,304,601 | \$ 7,744 |
| Expenditures | | | | |
| General & Administrative: | | | | |
| Supervisor Fees | \$ 12,000 | \$ 9,000 | \$ 3,000 | \$ 6,000 |
| FICA Expense | \$ 918 | \$ 689 | \$ 230 | \$ 459 |
| Engineering | \$ 12,000 | \$ 9,000 | \$ 5,187 | \$ 3,813 |
| Attorney | \$ 25,000 | \$ 18,750 | \$ 24,248 | \$ (5,498) |
| Annual Audit | \$ 7,600 | \$ 7,600 | \$ 5,600 | \$ 2,000 |
| Assessment Administration | \$ 10,000 | \$ 10,000 | \$ 10,000 | \$ - |
| Arbitrage | \$ 2,250 | \$ 900 | \$ 900 | \$ - |
| Dissemination | \$ 15,000 | \$ 11,250 | \$ 11,458 | \$ (208) |
| Trustee Fees | \$ 18,587 | \$ 10,398 | \$ 10,398 | \$ - |
| Management Fees | \$ 40,000 | \$ 30,000 | \$ 30,000 | \$ 0 |
| Information Technology | \$ 1,800 | \$ 1,350 | \$ 1,350 | \$ - |
| Website Maintenance | \$ 1,200 | \$ 900 | \$ 900 | \$ - |
| Telephone | \$ 300 | \$ 225 | \$ - | \$ 225 |
| Postage | \$ 1,000 | \$ 750 | \$ 178 | \$ 572 |
| Insurance | \$ 6,684 | \$ 6,684 | \$ 5,988 | \$ 696 |
| Printing & Binding | \$ 3,000 | \$ 2,250 | \$ 2,492 | \$ (242) |
| Legal Advertising | \$ 3,800 | \$ 2,850 | \$ - | \$ 2,850 |
| Other Current Charges | \$ 2,500 | \$ 1,875 | \$ 369 | \$ 1,506 |
| Property Appraiser Fees | \$ - | \$ - | \$ 497 | \$ (497) |
| Office Supplies | \$ 625 | \$ 469 | \$ 5 | \$ 464 |
| Dues, Licenses & Subscriptions | \$ 175 | \$ 175 | \$ 175 | \$ - |
| Total General & Administrative: | \$ 164,439 | \$ 125,114 | \$ 112,976 | \$ 12,139 |
| Operations & Maintenance | | | | |
| Contract Services | | | | |
| Field Management | \$ 21,630 | \$ 16,223 | \$ 16,223 | \$ - |
| Amenities Management | \$ 125,000 | \$ 93,750 | \$ 93,750 | \$ (0) |
| Landscape Maintenance | \$ 483,172 | \$ 362,379 | \$ 248,319 | \$ 114,060 |
| Lake Maintenance | \$ 35,000 | \$ 26,250 | \$ 8,280 | \$ 17,970 |
| Wetland Maintenance | \$ 12,100 | \$ 9,075 | \$ 3,400 | \$ 5,675 |
| Wetland Mitigation Reporting | \$ 9,600 | \$ 7,200 | \$ 6,600 | \$ 600 |
| Pool Maintenance | \$ 20,820 | \$ 15,615 | \$ 14,630 | \$ 985 |
| Pest Control | \$ 780 | \$ 585 | \$ 585 | \$ - |
| Janitorial Services | \$ 30,000 | \$ 22,500 | \$ 16,242 | \$ 6,258 |
| Subtotal Contract Services | \$ 738,102 | \$ 553,577 | \$ 408,028 | \$ 145,548 |

Tohoqua
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2023

| | Adopted Budget | Prorated Budget Thru 06/30/23 | Actual Thru 06/30/23 | Variance |
|--|---------------------|----------------------------------|-------------------------|-------------------|
| Repairs & Maintenance | | | | |
| Landscape Replacement | \$ 25,000 | \$ 25,000 | \$ 40,883 | \$ (15,883) |
| Irrigation Repairs | \$ 3,000 | \$ 2,250 | \$ 4,206 | \$ (1,956) |
| Stormwater Inspections | \$ 12,900 | \$ 9,675 | \$ - | \$ 9,675 |
| General Repairs & Maintenance | \$ 10,000 | \$ 7,500 | \$ 1,228 | \$ 6,272 |
| Alley & Sidewalk Maintenance | \$ 3,000 | \$ 2,250 | \$ - | \$ 2,250 |
| Signage | \$ 1,500 | \$ 1,125 | \$ - | \$ 1,125 |
| Walls & Monument Repair | \$ 1,500 | \$ 1,125 | \$ - | \$ 1,125 |
| Fencing | \$ 1,500 | \$ 1,125 | \$ - | \$ 1,125 |
| Subtotal Repairs & Maintenance | \$ 58,400 | \$ 50,050 | \$ 46,317 | \$ 3,733 |
| Utilities | | | | |
| Pool - Electric | \$ 21,120 | \$ 15,840 | \$ 24,141 | \$ (8,301) |
| Pool - Water | \$ 9,240 | \$ 6,930 | \$ 9,639 | \$ (2,709) |
| Electric | \$ 2,500 | \$ 1,875 | \$ 589 | \$ 1,286 |
| Water & Sewer | \$ 70,000 | \$ 52,500 | \$ 62,850 | \$ (10,350) |
| Streetlights | \$ 150,000 | \$ 112,500 | \$ 53,836 | \$ 58,664 |
| Subtotal Utilities | \$ 252,860 | \$ 189,645 | \$ 151,055 | \$ 38,590 |
| Amenities | | | | |
| Property Insurance | \$ 27,665 | \$ 27,665 | \$ 25,365 | \$ 2,300 |
| Pool Attendants | \$ 12,500 | \$ 9,375 | \$ 3,840 | \$ 5,535 |
| Facility Maintenance | \$ 53,000 | \$ 39,750 | \$ 39,750 | \$ (0) |
| Pool Repairs & Maintenance | \$ 15,000 | \$ 11,250 | \$ 20,445 | \$ (9,195) |
| Pool Permits | \$ 325 | \$ 325 | \$ 325 | \$ - |
| Access Cards & Equipment Supplies | \$ 6,000 | \$ 6,000 | \$ 6,410 | \$ (410) |
| Fire Alarm & Security Monitoring | \$ 420 | \$ 315 | \$ 280 | \$ 35 |
| Fire Alarm & Security Monitoring Repairs | \$ 2,000 | \$ 1,500 | \$ - | \$ 1,500 |
| Fire Extinguisher Inspections | \$ 100 | \$ 100 | \$ 95 | \$ 5 |
| Amenity Signage | \$ 2,000 | \$ 2,000 | \$ 2,545 | \$ (545) |
| Repairs & Maintenance | \$ 5,000 | \$ 3,750 | \$ 3,947 | \$ (197) |
| Office Supplies | \$ 1,000 | \$ 750 | \$ 370 | \$ 380 |
| Operating Supplies | \$ 5,000 | \$ 3,750 | \$ 4,574 | \$ (824) |
| Special Events | \$ 18,000 | \$ 13,500 | \$ 13,812 | \$ (312) |
| Termite Bond | \$ 300 | \$ 300 | \$ 300 | \$ - |
| Holiday Décor | \$ 12,500 | \$ 9,375 | \$ 5,195 | \$ 4,180 |
| Subtotal Amenities | \$ 160,810 | \$ 129,705 | \$ 127,252 | \$ 2,453 |
| Other | | | | |
| Contingency | \$ 25,000 | \$ 25,000 | \$ 56,529 | \$ 31,529 |
| Subtotal Other | \$ 25,000 | \$ 25,000 | \$ 56,529 | \$ 31,529 |
| Total Operations & Maintenance | \$ 1,235,172 | \$ 947,977 | \$ 789,182 | \$ 221,852 |
| Total Expenditures | \$ 1,399,611 | \$ 1,073,091 | \$ 902,158 | \$ 233,991 |
| Excess (Deficiency) of Revenues over Expenditures | \$ 15,262 | | \$ 402,444 | |
| Other Financing Sources/(Uses) | | | | |
| Transfer In/(Out) - Capital Reserve | \$ (15,262) | \$ - | \$ - | \$ - |
| Total Other Financing Sources/(Uses) | \$ (15,262) | \$ - | \$ - | \$ - |
| Net Change in Fund Balance | \$ 0 | | \$ 402,444 | |
| Fund Balance - Beginning | \$ - | | \$ 331,676 | |
| Fund Balance - Ending | \$ 0 | | \$ 734,120 | |

Tohoqua
Community Development District
Debt Service Fund - Series 2018
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2023

| | Adopted Budget | Prorated Budget Thru 06/30/23 | Actual Thru 06/30/23 | Variance |
|--|-------------------|----------------------------------|-------------------------|-----------------|
| Revenues | | | | |
| Special Assessments | \$ 137,458 | \$ 137,458 | \$ 137,861 | \$ 403 |
| Interest Income | \$ - | \$ - | \$ 2,962 | \$ 2,962 |
| Total Revenues | \$ 137,458 | \$ 137,458 | \$ 140,823 | \$ 3,365 |
| Expenditures: | | | | |
| Interest Payment - 11/01 | \$ 48,008 | \$ 48,008 | \$ 48,008 | \$ - |
| Principal Payment - 5/01 | \$ 40,000 | \$ 40,000 | \$ 40,000 | \$ - |
| Interest Payment - 5/01 | \$ 48,008 | \$ 48,008 | \$ 48,008 | \$ - |
| Total Expenditures | \$ 136,015 | \$ 136,015 | \$ 136,015 | \$ - |
| Excess (Deficiency) of Revenues over Expenditures | \$ 1,443 | | \$ 4,808 | |
| Fund Balance - Beginning | \$ 68,361 | | \$ 138,599 | |
| Fund Balance - Ending | \$ 69,804 | | \$ 143,407 | |

Tohoqua
Community Development District
Debt Service Fund - Series 2021 Phase 2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2023

| | Adopted Budget | Prorated Budget Thru 06/30/23 | Actual Thru 06/30/23 | Variance |
|--|-------------------|----------------------------------|-------------------------|-----------------|
| Revenues | | | | |
| Special Assessments | \$ 144,764 | \$ 144,764 | \$ 145,193 | \$ 429 |
| Interest Income | \$ - | \$ - | \$ 2,689 | \$ 2,689 |
| Total Revenues | \$ 144,764 | \$ 144,764 | \$ 147,883 | \$ 3,119 |
| Expenditures: | | | | |
| Interest Payment - 11/01 | \$ 44,369 | \$ 44,369 | \$ 44,369 | \$ - |
| Principal Payment - 5/01 | \$ 55,000 | \$ 55,000 | \$ 55,000 | \$ - |
| Interest Payment - 5/01 | \$ 44,369 | \$ 44,369 | \$ 44,369 | \$ (0) |
| Total Expenditures | \$ 143,738 | \$ 143,738 | \$ 143,738 | \$ (0) |
| Excess (Deficiency) of Revenues over Expenditures | \$ 1,027 | | \$ 4,145 | |
| Fund Balance - Beginning | \$ 45,296 | | \$ 118,922 | |
| Fund Balance - Ending | \$ 46,323 | | \$ 123,067 | |

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 June 30, 2023

| | Adopted Budget | Prorated Budget Thru 06/30/23 | Actual Thru 06/30/23 | Variance |
|--|-------------------|----------------------------------|-------------------------|-----------------|
| Revenues | | | | |
| Assessments - Tax Roll | \$ 150,700 | \$ 150,700 | \$ 151,146 | \$ 446 |
| Interest Income | \$ - | \$ - | \$ 2,781 | \$ 2,781 |
| Total Revenues | \$ 150,700 | \$ 150,700 | \$ 153,928 | \$ 3,228 |
| Expenditures: | | | | |
| Interest Payment - 11/01 | \$ 47,343 | \$ 47,343 | \$ 47,343 | \$ - |
| Principal Payment - 5/01 | \$ 55,000 | \$ 55,000 | \$ 55,000 | \$ - |
| Interest Payment - 5/01 | \$ 47,343 | \$ 47,343 | \$ 47,343 | \$ - |
| Total Expenditures | \$ 149,685 | \$ 149,685 | \$ 149,685 | \$ - |
| Excess (Deficiency) of Revenues over Expenditures | \$ 1,015 | | \$ 4,243 | |
| Fund Balance - Beginning | \$ 47,678 | | \$ 123,090 | |
| Fund Balance - Ending | \$ 48,693 | | \$ 127,333 | |

Tohoqua
Community Development District
Debt Service Fund - Series 2022 Phase 3A/6A
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2023

| | Adopted Budget | Prorated Budget Thru 06/30/23 | Actual Thru 06/30/23 | Variance |
|--|-------------------|----------------------------------|-------------------------|--------------------|
| Revenues | | | | |
| Interest Income | \$ - | \$ - | \$ 2,896 | \$ 2,896 |
| Total Revenues | \$ - | \$ - | \$ 2,896 | \$ 2,896 |
| Expenditures: | | | | |
| Interest Payment - 11/01 | \$ - | \$ - | \$ - | \$ - |
| Principal Payment - 5/01 | \$ - | \$ - | \$ - | \$ - |
| Interest Payment - 5/01 | \$ - | \$ - | \$ 59,200 | \$ (59,200) |
| Total Expenditures | \$ - | \$ - | \$ 59,200 | \$ (59,200) |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | \$ - | \$ (56,304) | |
| Other Financing Sources/(Uses) | | | | |
| Bond Proceeds | \$ - | \$ - | \$ 194,879 | \$ 194,879 |
| Total Other Financing Sources/(Uses) | \$ - | \$ - | \$ 194,879 | \$ 194,879 |
| Net Change in Fund Balance | \$ - | \$ - | \$ 138,575 | |
| Fund Balance - Beginning | \$ - | \$ - | \$ - | |
| Fund Balance - Ending | \$ - | \$ - | \$ 138,575 | |

Tohoqua
Community Development District
Debt Service Fund - Series 2023 Phase 4B/5B
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending June 30, 2023

| | Adopted Budget | Prorated Budget Thru 06/30/23 | Actual Thru 06/30/23 | Variance |
|--|-------------------|----------------------------------|-------------------------|--------------------|
| Revenues | | | | |
| Interest Income | \$ - | \$ - | \$ 1,127 | \$ 1,127 |
| Total Revenues | \$ - | \$ - | \$ 1,127 | \$ 1,127 |
| Expenditures: | | | | |
| Interest Payment - 11/01 | \$ - | \$ - | \$ - | \$ - |
| Principal Payment - 5/01 | \$ - | \$ - | \$ - | \$ - |
| Interest Payment - 5/01 | \$ - | \$ - | \$ 15,391 | \$ (15,391) |
| Total Expenditures | \$ - | \$ - | \$ 15,391 | \$ (15,391) |
| Excess (Deficiency) of Revenues over Expenditures | \$ - | \$ - | \$ (14,264) | |
| Other Financing Sources/(Uses) | | | | |
| Transfer In/(Out) | \$ - | \$ - | \$ (593) | \$ (593) |
| Bond Proceeds | \$ - | \$ - | \$ 152,719 | \$ 152,719 |
| Total Other Financing Sources/(Uses) | \$ - | \$ - | \$ 152,126 | \$ 152,126 |
| Net Change in Fund Balance | \$ - | \$ - | \$ 137,862 | |
| Fund Balance - Beginning | \$ - | \$ - | \$ - | |
| Fund Balance - Ending | \$ - | \$ - | \$ 137,862 | |

Tohoqua

Community Development District

Capital Project Funds

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending June 30, 2023

| | Series | Series | Series | Series | Series | Total |
|--|------------------|-----------------|------------------|-----------------------|-----------------------|-----------------------|
| | 2018 | 2021 Phase 2 | 2021 Phase 4A/5A | 2022 Phase 3A/6A | 2023 Phase 4B/5B | |
| Revenues | | | | | | |
| Interest | \$ 238 | \$ 3 | \$ 0 | \$ 24,321 | \$ 2,335 | \$ 26,896 |
| Total Revenues | \$ 238 | \$ 3 | \$ 0 | \$ 24,321 | \$ 2,335 | \$ 26,896 |
| Expenditures: | | | | | | |
| Capital Outlay | \$ - | \$ 225 | \$ - | \$ 991,520 | \$ 1,833,587 | \$ 2,825,332 |
| Capital Outlay - COI | \$ - | \$ - | \$ - | \$ 206,050 | \$ 179,800 | \$ 385,850 |
| Total Expenditures | \$ - | \$ 225 | \$ - | \$ 1,197,570 | \$ 2,013,387 | \$ 3,211,182 |
| Excess (Deficiency) of Revenues over Expenditures | \$ 238 | \$ (222) | \$ 0 | \$ (1,173,250) | \$ (2,011,053) | \$ (3,184,287) |
| Other Financing Sources/(Uses) | | | | | | |
| Transfer In/(Out) | \$ - | \$ - | \$ - | \$ - | \$ 593 | \$ 593 |
| Bond Proceeds | \$ - | \$ - | \$ - | \$ 1,925,121 | \$ 2,026,961 | \$ 3,952,082 |
| Total Other Financing Sources (Uses) | \$ - | \$ - | \$ - | \$ 1,925,121 | \$ 2,027,554 | \$ 3,952,675 |
| Net Change in Fund Balance | \$ 238 | \$ (222) | \$ 0 | \$ 751,871 | \$ 16,501 | \$ 768,388 |
| Fund Balance - Beginning | \$ 12,657 | \$ 474 | \$ 9 | \$ - | \$ - | \$ 13,140 |
| Fund Balance - Ending | \$ 12,895 | \$ 252 | \$ 9 | \$ 751,871 | \$ 16,501 | \$ 781,529 |

Tohoqua
Community Development District
Month to Month

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Total |
|--|------------------|-------------------|-------------------|------------------|------------------|------------------|------------------|------------------|------------------|-------------|-------------|-------------|---------------------|
| Revenues | | | | | | | | | | | | | |
| Assessments - Tax Collector | \$ - | \$ 21,134 | \$ 588,493 | \$ 7,228 | \$ 30,416 | \$ 3,093 | \$ 3,262 | \$ 4,299 | \$ 4,239 | \$ - | \$ - | \$ - | \$ 662,163 |
| Assessments - Direct | \$ - | \$ 497,155 | \$ - | \$ - | \$ 64,803 | \$ - | \$ - | \$ 64,803 | \$ - | \$ - | \$ - | \$ - | \$ 626,760 |
| Developer Contributions | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Special Events Revenue | \$ 1,140 | \$ 410 | \$ 900 | \$ 2,180 | \$ 370 | \$ 7,296 | \$ 845 | \$ 350 | \$ 2,187 | \$ - | \$ - | \$ - | \$ 15,678 |
| Total Revenues | \$ 1,140 | \$ 518,699 | \$ 589,393 | \$ 9,408 | \$ 95,588 | \$ 10,389 | \$ 4,107 | \$ 69,452 | \$ 6,427 | \$ - | \$ - | \$ - | \$ 1,304,601 |
| Expenditures | | | | | | | | | | | | | |
| General & Administrative: | | | | | | | | | | | | | |
| Supervisor Fees | \$ 600 | \$ - | \$ 600 | \$ 600 | \$ - | \$ - | \$ 600 | \$ 600 | \$ - | \$ - | \$ - | \$ - | \$ 3,000 |
| FICA Expense | \$ 46 | \$ - | \$ 46 | \$ 46 | \$ - | \$ - | \$ 46 | \$ 46 | \$ - | \$ - | \$ - | \$ - | \$ 230 |
| Engineering | \$ 467 | \$ 737 | \$ 225 | \$ 511 | \$ 2,558 | \$ 113 | \$ 239 | \$ 338 | \$ - | \$ - | \$ - | \$ - | \$ 5,187 |
| Attorney | \$ 2,037 | \$ 2,542 | \$ 1,988 | \$ 2,226 | \$ 1,008 | \$ 3,045 | \$ 2,583 | \$ 3,528 | \$ 5,291 | \$ - | \$ - | \$ - | \$ 24,248 |
| Annual Audit | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 4,000 | \$ 1,600 | \$ - | \$ - | \$ - | \$ 5,600 |
| Assessment Administration | \$ 10,000 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 10,000 |
| Arbitrage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 900 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 900 |
| Dissemination | \$ 833 | \$ 1,250 | \$ 1,250 | \$ 1,250 | \$ 1,250 | \$ 1,250 | \$ 1,458 | \$ 1,458 | \$ 1,458 | \$ - | \$ - | \$ - | \$ 11,458 |
| Trustee Fees | \$ 4,889 | \$ - | \$ - | \$ - | \$ - | \$ 2,168 | \$ 3,340 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 10,398 |
| Management Fees | \$ 3,333 | \$ 3,333 | \$ 3,333 | \$ 3,333 | \$ 3,333 | \$ 3,333 | \$ 3,333 | \$ 3,333 | \$ 3,333 | \$ - | \$ - | \$ - | \$ 30,000 |
| Information Technology | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ 150 | \$ - | \$ - | \$ - | \$ 1,350 |
| Website Maintenance | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ 100 | \$ - | \$ - | \$ - | \$ 900 |
| Telephone | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Postage | \$ 13 | \$ 13 | \$ 42 | \$ 7 | \$ 9 | \$ 21 | \$ 41 | \$ 8 | \$ 23 | \$ - | \$ - | \$ - | \$ 178 |
| Insurance | \$ 5,988 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,988 |
| Printing & Binding | \$ 218 | \$ 146 | \$ 207 | \$ 257 | \$ 173 | \$ 223 | \$ 377 | \$ 207 | \$ 684 | \$ - | \$ - | \$ - | \$ 2,492 |
| Legal Advertising | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Other Current Charges | \$ 40 | \$ 39 | \$ 40 | \$ 39 | \$ 39 | \$ 40 | \$ 52 | \$ 39 | \$ 41 | \$ - | \$ - | \$ - | \$ 369 |
| Property Appraiser Fees | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 497 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 497 |
| Office Supplies | \$ 0 | \$ 1 | \$ 1 | \$ 0 | \$ - | \$ 1 | \$ 1 | \$ 0 | \$ 1 | \$ - | \$ - | \$ - | \$ 5 |
| Dues, Licenses & Subscriptions | \$ 175 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 175 |
| Total General & Administrative: | \$ 28,890 | \$ 8,311 | \$ 7,982 | \$ 8,520 | \$ 8,621 | \$ 11,843 | \$ 12,320 | \$ 13,808 | \$ 12,682 | \$ - | \$ - | \$ - | \$ 112,976 |
| Operations & Maintenance | | | | | | | | | | | | | |
| Contract Services | | | | | | | | | | | | | |
| Field Management | \$ 1,803 | \$ 1,803 | \$ 1,803 | \$ 1,803 | \$ 1,803 | \$ 1,803 | \$ 1,803 | \$ 1,803 | \$ 1,803 | \$ - | \$ - | \$ - | \$ 16,223 |
| Amenities Management | \$ 10,417 | \$ 10,417 | \$ 10,417 | \$ 10,417 | \$ 10,417 | \$ 10,417 | \$ 10,417 | \$ 10,417 | \$ 10,417 | \$ - | \$ - | \$ - | \$ 93,750 |
| Landscape Maintenance | \$ 25,766 | \$ 25,766 | \$ 25,766 | \$ 25,766 | \$ 25,766 | \$ 25,766 | \$ 25,766 | \$ 41,222 | \$ 26,734 | \$ - | \$ - | \$ - | \$ 248,319 |
| Lake Maintenance | \$ 920 | \$ 920 | \$ 920 | \$ 920 | \$ 920 | \$ 920 | \$ 920 | \$ 920 | \$ 920 | \$ - | \$ - | \$ - | \$ 8,280 |
| Wetland Maintenance | \$ - | \$ - | \$ - | \$ - | \$ 1,800 | \$ - | \$ - | \$ 1,600 | \$ - | \$ - | \$ - | \$ - | \$ 3,400 |
| Wetland Mitigation Reporting | \$ - | \$ - | \$ - | \$ - | \$ 6,600 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 6,600 |
| Pool Maintenance | \$ 2,085 | \$ 2,135 | \$ 1,735 | \$ 1,735 | \$ 1,735 | \$ 1,735 | \$ - | \$ 1,735 | \$ 1,735 | \$ - | \$ - | \$ - | \$ 14,630 |
| Pest Control | \$ 65 | \$ 65 | \$ 65 | \$ 65 | \$ 65 | \$ 65 | \$ 65 | \$ 65 | \$ 65 | \$ - | \$ - | \$ - | \$ 585 |
| Janitorial Services | \$ 1,760 | \$ 1,986 | \$ 2,142 | \$ 2,142 | \$ 1,904 | \$ 1,904 | \$ 2,380 | \$ 2,024 | \$ - | \$ - | \$ - | \$ - | \$ 16,242 |
| Subtotal Contract Services | \$ 42,815 | \$ 43,091 | \$ 42,847 | \$ 42,847 | \$ 51,009 | \$ 42,609 | \$ 41,350 | \$ 59,785 | \$ 41,673 | \$ - | \$ - | \$ - | \$ 408,028 |

Tohoqua
Community Development District
Month to Month

| | Oct | Nov | Dec | Jan | Feb | Mar | Apr | May | Jun | Jul | Aug | Sep | Total |
|--|---------------------|-------------------|-------------------|--------------------|------------------|--------------------|--------------------|--------------------|--------------------|-------------|-------------|-------------|-------------------|
| Repairs & Maintenance | | | | | | | | | | | | | |
| Landscape Replacement | \$ - | \$ 10,040 | \$ - | \$ - | \$ - | \$ 10,576 | \$ 3,648 | \$ 16,619 | \$ - | \$ - | \$ - | \$ - | \$ 40,883 |
| Irrigation Repairs | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,584 | \$ 2,623 | \$ - | \$ - | \$ - | \$ 4,206 |
| Stormwater Inspections | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| General Repairs & Maintenance | \$ - | \$ - | \$ 27 | \$ 7 | \$ - | \$ 1,003 | \$ - | \$ 191 | \$ - | \$ - | \$ - | \$ - | \$ 1,228 |
| Road & Sidewalk Maintenance | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Signage | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Walls - Repair/Cleaning | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fencing | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Subtotal Repairs & Maintenance | \$ - | \$ 10,040 | \$ 27 | \$ 7 | \$ - | \$ 11,579 | \$ 3,648 | \$ 18,394 | \$ 2,623 | \$ - | \$ - | \$ - | \$ 46,317 |
| Utilities | | | | | | | | | | | | | |
| Pool - Electric | \$ 5,487 | \$ 2,788 | \$ - | \$ 5,154 | \$ - | \$ 2,584 | \$ 2,533 | \$ 2,759 | \$ 2,835 | \$ - | \$ - | \$ - | \$ 24,141 |
| Pool - Water | \$ 875 | \$ 706 | \$ 1,030 | \$ 861 | \$ 975 | \$ 1,053 | \$ 1,309 | \$ 1,370 | \$ 1,460 | \$ - | \$ - | \$ - | \$ 9,639 |
| Electric | \$ 39 | \$ 360 | \$ - | \$ 44 | \$ - | \$ 60 | \$ 20 | \$ 33 | \$ 33 | \$ - | \$ - | \$ - | \$ 589 |
| Water & Sewer | \$ 2,246 | \$ 1,347 | \$ 8,055 | \$ 4,012 | \$ 13,321 | \$ 3,751 | \$ 11,101 | \$ 9,814 | \$ 9,203 | \$ - | \$ - | \$ - | \$ 62,850 |
| Streetlights | \$ 11,769 | \$ 5,954 | \$ - | \$ 11,802 | \$ - | \$ 5,935 | \$ 5,934 | \$ 6,151 | \$ 6,291 | \$ - | \$ - | \$ - | \$ 53,836 |
| Subtotal Utilities | \$ 20,417 | \$ 11,155 | \$ 9,085 | \$ 21,874 | \$ 14,296 | \$ 13,384 | \$ 20,896 | \$ 20,127 | \$ 19,822 | \$ - | \$ - | \$ - | \$ 151,055 |
| Amenities | | | | | | | | | | | | | |
| Property Insurance | \$ 25,365 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 25,365 |
| Pool Attendants | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 1,920 | \$ 1,920 | \$ - | \$ - | \$ - | \$ 3,840 |
| Facility Maintenance | \$ 4,417 | \$ 4,417 | \$ 4,417 | \$ 4,417 | \$ 4,417 | \$ 4,417 | \$ 4,417 | \$ 4,417 | \$ 4,417 | \$ - | \$ - | \$ - | \$ 39,750 |
| Pool Repairs & Maintenance | \$ 5,366 | \$ 1,689 | \$ 1,478 | \$ 1,165 | \$ - | \$ 4,285 | \$ 1,471 | \$ 4,991 | \$ - | \$ - | \$ - | \$ - | \$ 20,445 |
| Pool Permits | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 325 | \$ - | \$ - | \$ - | \$ - | \$ 325 |
| Access Cards & Equipment Supplies | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 6,410 | \$ - | \$ - | \$ - | \$ - | \$ 6,410 |
| Fire Alarm & Security Monitoring | \$ 35 | \$ 35 | \$ 35 | \$ 35 | \$ 35 | \$ - | \$ 35 | \$ 35 | \$ 35 | \$ - | \$ - | \$ - | \$ 280 |
| Fire Alarm & Security Monitoring Repairs | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Fire Extinguisher Inspections | \$ - | \$ - | \$ - | \$ - | \$ 95 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 95 |
| Amenity Signage | \$ - | \$ - | \$ - | \$ 2,315 | \$ 130 | \$ - | \$ - | \$ - | \$ 100 | \$ - | \$ - | \$ - | \$ 2,545 |
| Repairs & Maintenance | \$ 340 | \$ 984 | \$ 277 | \$ 150 | \$ 644 | \$ 243 | \$ - | \$ 1,310 | \$ - | \$ - | \$ - | \$ - | \$ 3,947 |
| Office Supplies | \$ 216 | \$ - | \$ 25 | \$ - | \$ 23 | \$ 19 | \$ - | \$ 88 | \$ - | \$ - | \$ - | \$ - | \$ 370 |
| Operating Supplies | \$ 270 | \$ - | \$ - | \$ 356 | \$ 1,137 | \$ 1,880 | \$ 342 | \$ - | \$ 588 | \$ - | \$ - | \$ - | \$ 4,574 |
| Special Events | \$ 760 | \$ 2,119 | \$ 8,168 | \$ 300 | \$ 400 | \$ 889 | \$ - | \$ 1,177 | \$ - | \$ - | \$ - | \$ - | \$ 13,812 |
| Termite Bond | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 300 | \$ - | \$ - | \$ - | \$ 300 |
| Holiday Décor | \$ 5,100 | \$ - | \$ - | \$ - | \$ 95 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 5,195 |
| Subtotal Amenities | \$ 41,867 | \$ 9,243 | \$ 14,399 | \$ 8,737 | \$ 6,977 | \$ 11,732 | \$ 6,265 | \$ 20,672 | \$ 7,360 | \$ - | \$ - | \$ - | \$ 127,252 |
| Other | | | | | | | | | | | | | |
| Contingency | \$ 21,350 | \$ 7,798 | \$ 176 | \$ - | \$ - | \$ 16,200 | \$ - | \$ 11,005 | \$ - | \$ - | \$ - | \$ - | \$ 56,529 |
| Subtotal Other | \$ 21,350 | \$ 7,798 | \$ 176 | \$ - | \$ - | \$ 16,200 | \$ - | \$ 11,005 | \$ - | \$ - | \$ - | \$ - | \$ 56,529 |
| Total Operations & Maintenance | \$ 126,449 | \$ 81,327 | \$ 66,534 | \$ 73,465 | \$ 72,282 | \$ 95,505 | \$ 72,160 | \$ 129,983 | \$ 71,477 | \$ - | \$ - | \$ - | \$ 789,182 |
| Total Expenditures | \$ 155,339 | \$ 89,638 | \$ 74,516 | \$ 81,985 | \$ 80,903 | \$ 107,347 | \$ 84,480 | \$ 143,791 | \$ 84,159 | \$ - | \$ - | \$ - | \$ 902,158 |
| Excess (Deficiency) of Revenues over Expenditures | \$ (154,199) | \$ 429,061 | \$ 514,877 | \$ (72,578) | \$ 14,686 | \$ (96,958) | \$ (80,373) | \$ (74,339) | \$ (77,733) | \$ - | \$ - | \$ - | \$ 402,444 |
| Other Financing Sources/(Uses) | | | | | | | | | | | | | |
| Transfer In/(Out) - Capital Reserve | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total Other Financing Sources/(Uses) | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Net Change in Fund Balance | \$ (154,199) | \$ 429,061 | \$ 514,877 | \$ (72,578) | \$ 14,686 | \$ (96,958) | \$ (80,373) | \$ (74,339) | \$ (77,733) | \$ - | \$ - | \$ - | \$ 402,444 |

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) |
| Less: Principal Payment - 5/1/23 | (\$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) |
| Less: Principal Payment - 5/1/23 | (\$55,000) |
| Current Bonds Outstanding | \$2,470,000 |

| Series 2021 Phase 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) |
| Less: Principal Payment - 5/1/23 | (\$55,000) |
| Current Bonds Outstanding | \$2,550,000 |

| Series 2022 Phase 3A/6A, Special Assessment Revenue Bonds | |
|--|------------------------------------|
| Interest Rates: | 5.000%, 5.700%, 5.850% |
| Maturity Date: | 5/1/2053 |
| Reserve Fund Definition | 50% of Maximum Annual Debt Service |
| Reserve Fund Requirement | \$75,475 |
| Reserve Fund Balance | \$75,475 |
| Bonds Outstanding - 11/04/22 | \$2,120,000 |
| Current Bonds Outstanding | \$2,120,000 |

| Series 2023 Phase 4B/5B, Special Assessment Revenue Bonds | |
|--|------------------------------------|
| Interest Rates: | 5.000%, 5.700%, 5.850% |
| Maturity Date: | 5/1/2053 |
| Reserve Fund Definition | 50% of Maximum Annual Debt Service |
| Reserve Fund Requirement | \$77,100 |
| Reserve Fund Balance | \$77,100 |
| Bonds Outstanding - 03/15/23 | \$2,230,000 |
| Current Bonds Outstanding | \$2,230,000 |

Tohoqua
COMMUNITY DEVELOPMENT DISTRICT
Special Assessment Receipts
Fiscal Year 2023

Gross Assessments \$ 702,352.00 \$ 146,228.39 \$ 154,005.37 \$ 160,320.01 \$ 1,162,905.77
 Net Assessments \$ 660,210.88 \$ 137,454.69 \$ 144,765.05 \$ 150,700.81 \$ 1,093,131.42

ON ROLL ASSESSMENTS

| Date | Distribution | Gross Amount | Discount/Penalty | Commission | Interest | Net Receipts | ON ROLL ASSESSMENTS | | | | Total |
|--------------|--------------|------------------------|-----------------------|-----------------------|--------------------|------------------------|--------------------------|----------------------|------------------------|----------------------|------------------------|
| | | | | | | | 60.40% | 12.57% | 13.24% | 13.79% | |
| | | | | | | | Series 2018 Debt Service | Series 2021 - LN Ph2 | Series 2021 - PT Ph4/5 | | |
| 11/22/22 | ACH | \$37,193.71 | (\$1,487.77) | (\$714.12) | \$0.00 | \$34,991.82 | \$21,133.76 | \$4,400.01 | \$4,634.02 | \$4,824.03 | \$34,991.82 |
| 12/09/22 | ACH | \$739,419.00 | (\$28,985.43) | (\$14,788.50) | \$0.00 | \$695,645.07 | \$420,143.85 | \$87,473.17 | \$92,125.33 | \$95,902.72 | \$695,645.07 |
| 12/22/22 | ACH | \$296,255.95 | (\$11,589.60) | (\$5,925.08) | \$0.00 | \$278,741.27 | \$168,349.40 | \$35,050.03 | \$36,914.13 | \$38,427.71 | \$278,741.27 |
| 01/10/23 | ACH | \$11,924.26 | (\$350.60) | (\$238.47) | \$0.00 | \$11,335.19 | \$6,846.03 | \$1,425.33 | \$1,501.14 | \$1,562.69 | \$11,335.19 |
| 01/24/23 | ACH | \$0.00 | \$0.00 | \$0.00 | \$631.81 | \$631.81 | \$381.59 | \$79.45 | \$83.67 | \$87.10 | \$631.81 |
| 02/09/23 | ACH | \$53,435.73 | (\$2,048.09) | (\$1,027.76) | \$0.00 | \$50,359.88 | \$30,415.50 | \$6,332.45 | \$6,669.24 | \$6,942.69 | \$50,359.88 |
| 03/10/23 | ACH | \$5,278.00 | (\$52.78) | (\$104.50) | \$0.00 | \$5,120.72 | \$3,092.73 | \$643.90 | \$678.14 | \$705.95 | \$5,120.72 |
| 04/11/23 | ACH | \$5,393.17 | \$0.00 | (\$107.87) | \$0.00 | \$5,285.30 | \$3,192.13 | \$664.59 | \$699.94 | \$728.64 | \$5,285.30 |
| 04/24/23 | ACH | \$0.00 | \$0.00 | \$0.00 | \$115.30 | \$115.30 | \$69.64 | \$14.50 | \$15.27 | \$15.90 | \$115.31 |
| 05/10/23 | ACH | \$7,052.30 | \$0.00 | (\$145.27) | \$211.58 | \$7,118.61 | \$4,299.38 | \$895.12 | \$942.73 | \$981.38 | \$7,118.61 |
| 06/12/23 | ACH | \$3,478.69 | \$0.00 | (\$71.66) | \$104.35 | \$3,511.38 | \$2,120.75 | \$441.53 | \$465.02 | \$484.08 | \$3,511.38 |
| 06/16/23 | ACH | \$3,474.96 | \$0.00 | (\$71.59) | \$104.25 | \$3,507.62 | \$2,118.47 | \$441.06 | \$464.52 | \$483.57 | \$3,507.62 |
| TOTAL | | \$ 1,162,905.77 | \$ (44,514.27) | \$ (23,194.82) | \$ 1,167.29 | \$ 1,096,363.97 | \$ 662,163.23 | \$ 137,861.14 | \$ 145,193.15 | \$ 151,146.46 | \$ 1,096,363.98 |

| | |
|-------------|-------------------------------------|
| 100% | Net Percent Collected |
| 0 | Balance Remaining to Collect |

DIRECT BILL ASSESSMENTS

| Tohoqua Development Group, LLC 2023-01 | | | | | |
|---|----------|--------------|---------------------|---------------------|---------------------|
| Date Received | Due Date | Check Number | Net Assessed | Amount Received | General Fund |
| | | | Net Assessments | \$61,888.32 | \$61,888.32 |
| 11/15/22 | 11/1/22 | 1396 | \$30,944.16 | \$30,944.16 | \$30,944.16 |
| 11/15/22 | 2/1/23 | 1396 | \$15,472.08 | \$15,472.08 | \$15,472.08 |
| 11/15/22 | 5/1/23 | 1396 | \$15,472.08 | \$14,583.76 | \$14,583.76 |
| | | | \$ 61,888.32 | \$ 61,000.00 | \$ 61,000.00 |

| Pulte Home Company, LLC 2023-02 | | | | | |
|------------------------------------|----------|--------------|----------------------|----------------------|----------------------|
| Date Received | Due Date | Check Number | Net Assessed | Amount Received | General Fund |
| | | | Net Assessments | \$259,211.40 | \$259,211.40 |
| 11/15/22 | 11/1/22 | 95014973 | \$129,605.70 | \$129,605.70 | \$129,605.70 |
| 2/3/23 | 2/1/23 | 95016098 | \$64,802.85 | \$64,802.85 | \$64,802.85 |
| 5/5/23 | 5/1/23 | 95017733 | \$64,802.85 | \$64,802.85 | \$64,802.85 |
| | | | \$ 259,211.40 | \$ 259,211.40 | \$ 259,211.40 |

| Lennar Homes, LLC 2023-03 | | | | | |
|------------------------------|----------|--------------|----------------------|----------------------|----------------------|
| Date Received | Due Date | Check Number | Net Assessed | Amount Received | General Fund |
| | | | Net Assessments | \$306,549.04 | \$306,549.04 |
| 11/15/22 | 11/1/22 | 1906834 | \$153,274.52 | \$153,274.52 | \$153,274.52 |
| 11/15/22 | 2/1/23 | 1906834 | \$76,637.26 | \$76,637.26 | \$76,637.26 |
| 11/15/22 | 5/1/23 | 1906834 | \$76,637.26 | \$76,637.26 | \$76,637.26 |
| | | | \$ 306,549.04 | \$ 306,549.04 | \$ 306,549.04 |

SECTION 3



TOHOQUA

TOHOQUA RESIDENTS' CLUB

MONTHLY REPORT

AUGUST 1, 2023

May, June & July 2023:

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. *Closings as of June 30, 2023 = 884 homes*
- Maintenance is performed weekly.
- An arm gate was installed on the new gate by the gym.
- New bike rack has been installed by Central Park.
- Clubhouse a/c unit was repaired.
- Clubhouse Rentals in May: 3
- Clubhouse Rentals in June: 2
- Clubhouse Rentals in July: 4

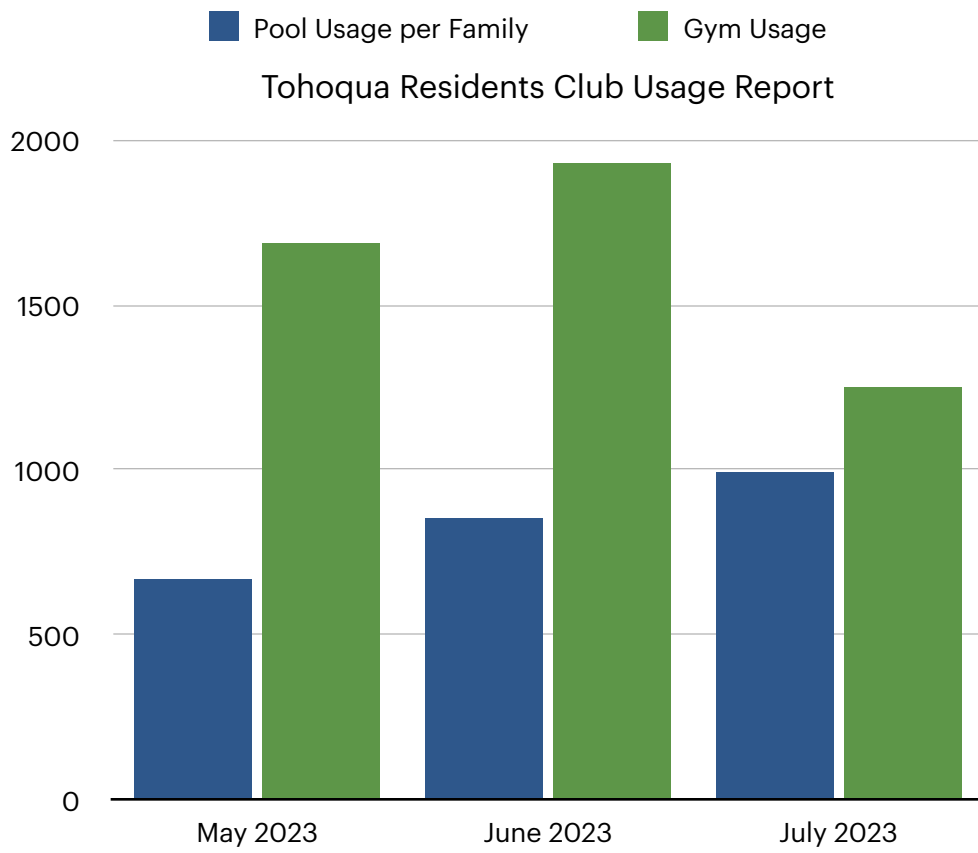
- **May Events Recap:**
 - * **Cinco de Mayo:** Casa Frida Street Tacos Food Truck sold 30 orders.
 - * **Mother's Day Paint, Sip & Swirl:** 20 residents participated from the event.
 - * **Food Truck Social:** El Paladar Latino Food Truck sold 16 orders.
 - * **End of School Year Bubble Party:** An estimated 100 residents participated from the event.

- **June Events Recap:**
 - * **National Donut Day** - 36 residents participated from the event.
 - * **Father's Day Continental Breakfast & Crafts:** 43 residents participated from the event.
 - * **Food Truck Social:** Cancelled due to inclement weather.

- **July Events Recap:**
 - * **Independence Day Celebration:** 100 residents/36 families participated from the event.
 - * **Summer Kids Arts & Crafts:** 35 children participated from the event.
 - * **National Mac & Cheese Day:** Nona Street Bistro Food Truck sold 20 orders.
 - * **Food Truck Social:** Bowls for Tu Food Truck sold 14 orders.
 - * **National Junk Food Day:** 33 residents participated from the event.

● **Events Scheduled for August 2023:**

- Meet Your Classmates Social
- Food Truck Social
- International Dog Day



Events in May 2023

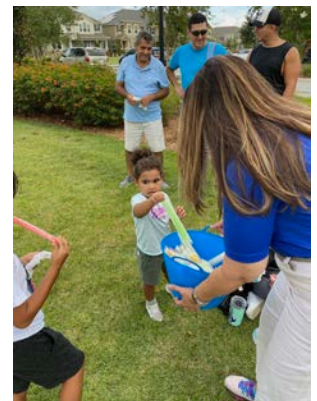
Cinco de Mayo



Mother's Day Paint, Sip & Swirl



End of School Year Bubble Party



Events in June 2023

National Donut Day



Father's Day Continental Breakfast and Crafts

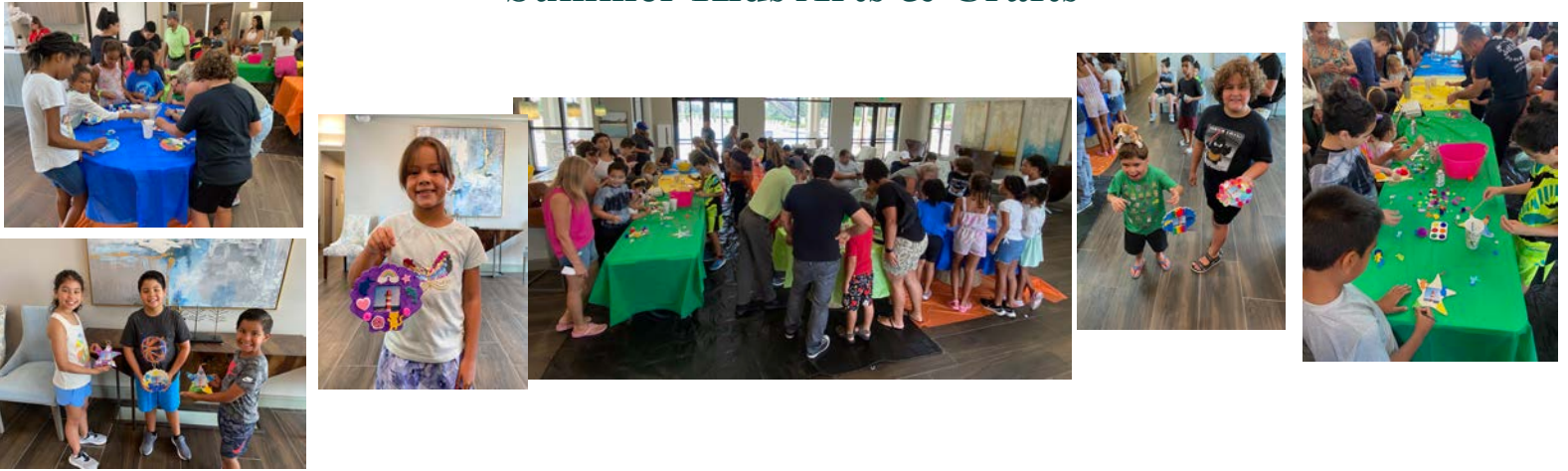


Events in July 2023

Independence Day Celebration



Summer Kids Arts & Crafts



National Mac & Cheese Day



National Junk Food Day



SECTION 4

**NOTICE OF MEETING DATES
TOHOQUA
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the *Tohoqua Community Development District* will hold their regularly scheduled public meetings for **Fiscal Year 2023** at **9:00 am at 1830 Fulfillment Drive, Kissimmee, Florida 34744**, on the first Wednesday of each month as follows:

October 4, 2023
November 1, 2023
December 6, 2023
January 3, 2024
February 7, 2024
March 6, 2024
April 3, 2024
May 1, 2024
June 5, 2024
July 3, 2024
August 7, 2024
September 4, 2024

The meetings are open to the public and will be conducted in accordance with the provisions of Florida Law for Community Development Districts. A copy of the agenda for a particular meeting may be obtained from the District Manager at 219 E. Livingston Street, Orlando, FL 32801.

A meeting may be continued to a date, time, and place to be specified on the record at that meeting. There may be occasions when one or more Supervisors may participate by telephone.

Any person requiring special accommodations at these meetings because of a disability or physical impairment should contact the District Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service by dialing 7-1-1 or 1-800-955-8770, for aid in contacting the District Office.

Each person who decides to appeal any action taken at these meetings is advised that person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

George S. Flint
District Manager
Governmental Management Services – Central Florida, LLC