

***Tohoqua
Community Development District***

Agenda

October 4, 2023

AGENDA

Tohoqua

Community Development District

219 East Livingston Street, Orlando, Florida 32801

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

September 27, 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, October 4, 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 September 6, 2023 Board of Supervisors Meeting
4. Organizational Matters
 - A. Acceptance of Resignation from Jon Droor
 - B. Appointment to Fulfill Board Vacancy of Seat 5, Term Ending November 2024
 - C. Administration of Oath to Newly Appointed Officer
 - D. Consideration of Resolution 2024-02 Electing Officers
5. Consideration of Resolution 2024-01 Finalizing the Special Assessments Securing the Series 2023 (Phase 4C Project) Bonds
6. Ratification of Requisition #1 for Tohoqua Phase 4C Project and Consideration of Related Documents
 - A. Consideration of Requisition #1
 - B. Presentation of Requisition #1 Report
 - C. Acknowledgement and Consent
 - D. Agreement Regarding Taxes for Conveyance of Utility Improvements
 - E. Bill of Sale for Conveyance of Utility Improvements
 - F. Owner's Affidavit for Conveyance of Utility Improvements
 - G. Certificate of District Engineer for Conveyance of Utility Improvements
7. Ratification of Requisition #5 for Tohoqua Phase 3/6 Project and Consideration of Related Documents
 - A. Consideration of Requisition #5
 - B. Presentation of Requisition #5 Report
 - C. Acknowledgement and Consent
 - D. Agreement Regarding Taxes for Conveyance of Utility Improvements
 - E. Bill of Sale for Conveyance of Utility Improvements
 - F. Owner's Affidavit for Conveyance of Utility Improvements
 - G. Certificate of District Engineer for Conveyance of Utility Improvements
8. Presentation of Series 2018 Bonds Arbitrage Rebate Report

9. Consideration of Proposal for Series 2018, 2022, & 2023 Bonds Arbitrage Rebate Services from AMTEC
10. Consideration of Engagement Letter for FY2023 Auditing Services with Grau & Associates
11. Consideration of Services Agreement Addeundum with United Land Services
12. Staff Reports
 - A. Attorney
 - B. Engineer
 - C. District Manager's Report
 - i. Approval of Check Register
 - ii. Balance Sheet and Income Statement
 - iii. Amenity Manager's Report
13. Other Business
14. Supervisors Requests
15. 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, **September 6, 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
Chris Wrenn <i>by phone</i>	Assistant Secretary

Also present were:

Jason Showe	District Manager
Kristen Trucco	District Counsel, Latham Luna
Eric Warren <i>via phone</i>	District Engineer
Alan Scheerer	Field Manager
Marcia Calleja	CALM
Larissa Diaz	CALM
Chris Horter	CALM
Sete Zare <i>via phone</i>	MBS
Tim Bramwell <i>via phone</i>	Akerman

FIRST ORDER OF BUSINESS

Roll Call

Mr. Showe called the meeting to order at 9:00 a.m. and called the roll. There are three Board members present in person constituting a quorum.

SECOND ORDER OF BUSINESS

Public Comment Period

Mr. Showe: There are only members of the Board and staff present.

THIRD ORDER OF BUSINESS

Approval of Minutes of the August 2, 2023 Board of Supervisors Meeting

Mr. Showe: The minutes of the August 2, 2023 Board of Supervisors meeting are included in your agenda packet. We will take any corrections or changes at this time.

On MOTION by Mr. Vidrine, seconded by Mr. Hooker, with all in favor, the Minutes of the August 2, 2023 Board of Supervisors Meeting were approved as presented.

FOURTH ORDER OF BUSINESS

Financing Matters

A. Consideration of Supplement to Investment Banking Agreement with MBS Capital Markets, LLC

Mr. Showe: Sete is on the phone and that agreement is in large part similar to the agreement that you have had in all of the other areas that you have done. We will take any questions or does counsel have any comments?

Ms. Trucco: This is your agreement with MBS to serve as underwriter. Like Jason said, this is substantially similar to the prior agreements that the CDD has signed for all six of the other bond issuances. If you have any specific questions, I can try to answer them now, but I have reviewed it and it looks all right. I did not have any issue with the CDD going ahead and approving it so looking for a motion to approve.

On MOTION by Mr. Vidrine, seconded by Mr. Hooker, with all in favor, the Investment Banking Agreements with MBS, was approved.

B. Consideration of Sixth Supplemental Engineer’s Report Series 2023 Phase 4C

Mr. Showe: We will start with the Engineer’s Report and do have Eric on the phone who will go over the Engineer’s Report.

Mr. Warren: The report that is included in today’s agenda packet is for 4C which is 249 units on approximately 52 acres. We have included in that construction cost opinion for improvements eligible for CDD funding which included the stormwater pipes and structures, potable water distribution system, sewer collection system, reclaimed water distribution system, and landscape and hardscape for a total of \$3,424,672.43. If anyone has any questions or would like further detail, please let me know and I will answer any questions.

On MOTION by Mr. Vidrine, seconded by Mr. Hooker, with all in favor, the Sixth Supplemental Engineer's Report Series 2023 Phase 4C, was approved.

C. Consideration of Supplemental Assessment Methodology Report Series 2023 Phase 4C

Mr. Showe: We prepared an Assessment Methodology for Assessment Area 6. It takes all of those costs from the Engineer's Report and lays it out over the project to the individual homes and does line up the assessments as proposed lineup with the currently assessed areas in Phase 4. Any questions or comments on the assessment report or a motion to approve?

On MOTION by Mr. Vidrine, seconded by Mr. Hooker, with all in favor, the Supplemental Assessment Methodology Report Series 2023 Phase 4C, was approved.

D. Consideration of Resolution 2023-13 Bond Delegation Resolution

Mr. Bramwell: Back September 24, 2017, the Board adopted Resolution 2017-21, a master bond resolution authorizing the issuance of special assessment revenue bonds in an amount not to exceed \$94,500,000. The resolution was validated by a circuit court on December 5, 2016 and the CDD has previously issued five bond issues with aggregate principal amounts totaling \$11,755,000. The resolution seeks to supplement the initial bond resolution and authorize six series of bonds with a principal amount not to exceed \$3,100,000 and approves the related bond documents. The resolution authorizes the Board to engage MBS as the underwriter to market bonds using a preliminary limited offering memorandum attached to the resolution. Section 5 of the resolution establishes certain parameters to be met in order for MBS's offer to purchase the bonds to be accepted. The parameters are summarized as followed: aggregate principal amount not to exceed \$3,100,000, the net average cost of the bonds cannot exceed the maximum level permitted under Florida Law which is 300 basis points in excess of the bond buyers' 20 GO bond index rate, the underwriters discount not to exceed 2%, the bond should be subject to optional redemption no later than May 1, 2037 at a price of 100%, the final maturity of the bond should be no later than May 1, 2055. Also attached is a Continuing Disclosure Agreement. Does anyone have any questions?

On MOTION by Mr. Vidrine, seconded by Mr. Hooker, with all in favor, Resolution 2023-13 Bond Delegation Resolution, was approved.

FIFTH ORDER OF BUSINESS

Consideration of Developer Funding Agreement with Pulte Homes Company, LLC

Mr. Showe: This agreement recognizes there will be some direct funding from Pulte for all related activities that will take place on that parcel as those were not contemplated to be assessed in the budget, so those will be funded directly.

Ms. Trucco: We are going to replicate this for the other developer and the CDD. Usually this is on the last agenda at the public hearing to adopt the budget, but we can still adopt this, and it will be effective as of October 1, 2023. Looking for a motion to approve the concept of the Developer Funding Agreement for all of the developers that own property within the CDD. This is in lieu of collecting special assessments through the tax collector. We are going to provide them written notice of any amounts due under the budget.

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

SIXTH ORDER OF BUSINESS

Ratification of Acknowledgement and Consent of Pulte Homes Company, LLC Regarding Ownership of Certain Tracts in Phase 4C

Ms. Trucco: We were provided a draft plat for 4C by Pulte, and it had already gone through a number of approval stages with the city. We had a couple of comments on that specifically that we wanted the plat to acknowledge that Pulte owns the specific open space tracts and storm water tracts and that the CDD will not own them until they are conveyed to the CDD by a separate instrument. This is just a precautionary measure that the developers are asked to put in plats if they are able to so there are no issues later as to whether the CDD owns something without receiving formal deed. It allows us to go through our process of getting an engineer to review the property before it is conveyed to the CDD and then notify our insurance carrier, contractors, etc. to protect the CDD and make sure we are maintaining property that we

acknowledge that we own. We asked Pulte to sign an acknowledgement and consent stating that it acknowledges and agrees that it owns those tracts that are stated on the plat, and they will be conveyed to the CDD by a separate instrument.

On MOTION by Mr. Vidrine, seconded by Mr. Hooker, with all in favor, the Acknowledgement and Consent of Pulte Homes Company, LLC Regarding Ownership of Certain Tracts in Phase 4C, was ratified.

SEVENTH ORDER OF BUSINESS

Consideration of Release of Assessments Related to School Site

Ms. Trucco: We were notified that there are some negotiations for a school district to take property within the boundary of the CDD which was contemplated, and we were aware that was coming down the line, so it is in final approval stages right now. We reviewed the proposal and agreed to release the assessments related to the school site. You will see the draft that is included in your agenda. We are looking for approval in substantially final form because it still needs to go before the school district. This is going to release the District’s ability to collect assessments on the school site so long as it is owned by the school district and used for an educational purpose. If you have any questions, we can ask them now.

On MOTION by Mr. Vidrine, seconded by Mr. Hooker, with all in favor, the Release of Assessments Related to School Site, was approved in substantial form.

EIGHTH ORDER OF BUSINESS

Staff Reports

A. Attorney

Ms. Trucco: The only updates from the last Board meeting are that we have been working on that release, the consent to Pulte that was in the agenda. There were three documents attached to the Bond Delegation Resolution. We are just moving forward with the bond issuances and also moving forward on the contraction and expansion so hopefully that will be set for hearing soon.

B. Engineer

Mr. Showe: Any other updates Eric?

Mr. Warren: Nothing at this time.

C. District Manager’s Report

i. Approval of Check Register

Mr. Showe: You have approval of the Check Register. In your general fund there are check numbers 770-796 for \$173,530.53.

On MOTION by Mr. Vidrine, seconded by Mr. Hooker, with all in favor, the Check Register for checks 770-796 totaling \$173,530.53, was approved.

ii. Balance Sheet and Income Statement

Mr. Showe: You also have the Unaudited Financial. No action is required by the Board. On your general fund, we are doing better than budget actuals. These are not audited yet so there may be some additional changes as we go through. We have also collected 100% of our assessments. If the Board has any questions, we can address those.

iii. Amenity Manager’s Report

Ms. Calleja: We included the report in your agenda. July 31st. Items completed included the AC issues that have been repaired. We had one clubhouse event in August and the August recap and the September events are listed. We have also included pictures from events that we had in the last month.

NINTH ORDER OF BUSINESS

Other Business

Mr. Scheerer: I have been working with Chris doing a lot of day-to-day stuff. I will let him do the brief Field Manager’s Report. Before he goes into that, we have had several phone calls from residents in the Tohoqua Reserve requesting an aeration fountain in phase 5 pond. At this time, I believe Pulte indicated they wouldn’t install anything in there and I do not believe the CDD will do it, but what we agreed to do for the time being is we are working with Lake Fountains and Irrigation and Cascade Fountain right now just to get a cost to see. It is not funded in our budget, and I do not know that it is funded in the HOA budget for Tohoqua Reserve. I did tell the residents that I spoke with that I could at least get a number and share that with the Board at the next Board meeting. We tried to explain it is hurricane season and raining.

Mr. Horter: After the storm, the damage wasn't too bad. We did have several drain columns down at cross barriers. We are still working on getting some weeds maintained in the common area beds. The main issue was recently resolved on Tohoqua Blvd. We are also working with Pulte, the landscape company to get Phase 5 pond ready to turn over. We did a preturnover walk in Phase 3 and a punch list was made for that. We also approved a few landscape proposals recently getting the sod replaced near the sidewalk to curb portions in Phase 2 as well as some grading issues and sod replacement around the clubhouse amenities.

TENTH ORDER OF BUSINESS

Supervisors Requests

Mr. Showe: Are there any Supervisors Requests? Hearing none, we need a motion to adjourn.

ELEVENTH 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

Begin forwarded message:

From: Jon Droor <Jon.Droor@mattamycorp.com>
Subject: Tohoqua CDD - Resignation
Date: September 18, 2023 at 3:03:01 PM EDT
To: George Flint <gflint@gmscfl.com>

Good afternoon George,

Please accept this email as confirmation of my resignation from the Tohoqua CDD Board of Supervisors.

Thank you,

Jon



Jon Droor, P.E.
Vice President Land Acquisition & Development – Orlando Division
O (407) 215-6264
jon.droor@mattamycorp.com

Mattamy Homes USA
Division Office: 2450 Maitland Center Parkway Suite 300 Maitland, FL 32751
Connect with us:



Notice: This email is intended for use of the party to whom it is addressed and may contain confidential information. If you have received this email in error, please inform me and delete it. Thank you.

SECTION D

RESOLUTION 2024-02

**A RESOLUTION ELECTING THE OFFICERS OF THE
TOHOQUA COMMUNITY DEVELOPMENT DISTRICT,
OSCEOLA COUNTY, FLORIDA.**

WHEREAS, the Tohoqua Community Development District (the “District”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, Florida Statutes; and

WHEREAS, the Board of Supervisors of the District (“Board”) desires to elect the Officers of the District.

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

SECTION 1. The following persons are elected to the offices shown:

Chairperson	_____
Vice Chairperson	_____
Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Secretary	_____
Assistant Treasurer	_____
Treasurer	_____

PASSED AND ADOPTED this _____ day of _____ 2023.

ATTEST:

TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chairperson, Board of Supervisors

SECTION V

RESOLUTION 2024-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT FINALIZING THE SPECIAL ASSESSMENTS SECURING THE DISTRICT'S SERIES 2023 (PHASE 4C PROJECT) SPECIAL ASSESSMENT REVENUE BONDS; PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the Tohoqua Community Development District (the "District") is a local unit of special purpose government organized and existing under and pursuant to Chapter 190, *Florida Statutes*, as amended, of the State of Florida;

WHEREAS, on September 25, 2017, the Board of Supervisors (the "Board") of the District adopted Resolution No. 2017-19 authorizing, among other things, the issuance of not to exceed \$94,500,000 aggregate principal amount of its special assessment bonds in order to finance the costs of the construction, installation and acquisition of public infrastructure, improvements and services on lands within the District;

WHEREAS, the District duly authorized and issued Tohoqua Community Development District Special Assessment Bonds, Series 2023 (Phase 4C Project) (the "Series 2023 Bonds") in the amount of \$1,990,000 for the purpose of funding the construction, installation and acquisition of public infrastructure, improvements and services;

WHEREAS, the Tohoqua Community Development District Engineer's Report Sixth Supplemental Engineer's Report for Phase 4C (Phase 4C Project), dated August 22, 2023, attached to this Resolution as **Exhibit "A"** (the "Engineer's Report"), identifies and describes the components of the project financed with the Series 2023 Bonds (the "Phase 4C Project");

WHEREAS, the original Engineer's Report for the District, dated September 25, 2017, estimated capital costs for the District's capital improvement program totaling \$71,870,000, a portion of which was to be paid directly by the developer;

WHEREAS, the total cost to the District for the improvements associated with the Phase 4C Project was estimated at \$3,424,672.43 ("Total Project Costs");

WHEREAS, pursuant to the terms of the Tohoqua Community Development District Series 2023 Supplemental Assessment Methodology for Assessment Area Six (Phase 4C Project), dated September 22, 2023 (the "Assessment Methodology"), attached hereto as **Exhibit "B"**, the estimated total costs paid for by the Series 2023 Bonds inclusive of capital costs, financing costs, capitalized interest, reserve funds and contingencies totaled approximately \$1,990,000;

WHEREAS, on November 1, 2017, the Board, after notice and public hearing, met as an equalizing Board pursuant to the provisions of Section 170.08, *Florida Statutes*, and adopted Resolution 2018-07 authorizing and confirming the projects described therein, equalizing and

levying special assessments to defray the adjusted Total Project Costs and providing that this levy shall be a lien on the property so assessed co-equal with the lien of all state, county, district, municipal or other governmental taxes, all in accordance with Section 170.08, *Florida Statutes* (“Special Assessment Lien”); and

NOW, THEREFORE, be it resolved by the Board of Supervisors of Tohoqua Community Development District:

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

2. Authority for this Resolution. This Resolution is adopted pursuant to the provisions of Florida law, including Chapters 170 and 190, *Florida Statutes*.

3. Finalization of Special Assessments Securing the Series 2023 Bonds. Pursuant to Section 170.08, *Florida Statutes*, and District Resolution 2018-07, special assessments securing the Series 2023 Bonds on all developable land within the District are to be credited the difference in the assessment as originally made, approved and confirmed and a proportionate part of the Actual Project Costs of the Phase 4C Project. The Assessment Methodology accurately reflects the amount of special assessments of the Series 2023 Bonds. The assessments levied pursuant to Resolution 2018-07 also correctly reflect the outstanding debt due on the Series 2023 Bonds. Therefore, pursuant to Section 170.08, *Florida Statutes*, and Resolution 2018-07, the special assessments on parcels specially benefited by the Phase 4C Project are hereby finalized in the amount of the outstanding debt due on the Series 2023 Bonds in accordance with **Exhibit “B”** herein, and is apportioned in accordance with the methodology described in **Exhibit “B,”** upon the specially benefited lands indicated in the District’s Assessment Lien Roll attached as part of the Assessment Methodology, and reflects the finalized assessments due on the parcels benefited by the Series 2023 Bonds.

4. Improvement Lien Book. Immediately following the adoption of this Resolution these special assessments as reflected herein shall be recorded by the Secretary of the Board of the District in the District’s “Improvement Lien Book.” The special assessment or assessments against each respective parcel shall be and shall remain a legal, valid and binding first lien on such parcel until paid and such lien shall be co-equal with the lien of all state, county, district, municipal or other governmental taxes and superior in dignity to all others liens, titles and claims.

5. Other Provisions Remain in Effect. This Resolution is intended to supplement Resolution 2018-07, which remains in full force and effect. This Resolution and Resolution 2018-07 shall be construed to the maximum extent possible to give full force and effect to the provisions of each resolution. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

6. Severability. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such

other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

7. Conflicts. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

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

APPROVED AND ADOPTED this 4th day of October, 2023.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE FOR RESOLUTION 2024-01

ATTEST:

**TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT**

By: _____

Name: George S. Flint

Name: Andre M. Vidrine

Title: Secretary

Title: Chairman

Exhibit “A”: Engineer’s Report

Exhibit “B”: Assessment Methodology

EXHIBIT “A”
ENGINEER’S REPORT

[ATTACHED]

Tohoqua Community Development District

SIXTH SUPPLEMENTAL ENGINEER'S REPORT FOR
PHASE 4C (PHASE 4C PROJECT)

Prepared For

Tohoqua Community Development District

Date

August 22, 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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Tohoqua Community Development District
Sixth Supplemental Engineer's Report for Phase 4C (Phase 4C Project)

Exhibits

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

Attachments

<i>Attachment A</i>	<i>Phase 4C Legal Description</i>
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**Tohoqua Community Development District
Sixth Supplemental Engineer's Report for Phase 4C (Phase 4C Project)**

Section 1 Introduction

1.1. Background

The District Engineer's Report, dated September 25, 2017, described the scope and estimated cost of the District's capital improvement program (the "CIP") serving the entire Tohoqua Community Development District (the "District"). The CIP is estimated to cost approximately \$71.870 million and includes public roadways, stormwater ponds, potable water distribution, sanitary sewer system, reclaimed water distribution, off-site utility and roadway improvements, an amenity site, parks, landscaping, hardscape, professional fees and contingency. This Sixth Supplemental Engineer's Report, dated August 22, 2023 (the "Sixth Supplemental Engineer's Report for Phase 4C (Phase 4C Project)"), has been prepared to assist with the financing and construction of the public infrastructure components for the third sub-phase of the fourth phase of the Development within the District in the approximate amount of \$4.29 million (the "Phase 4C Project") pursuant to requirements of Osceola County and the City of St. Cloud, Florida.

The Phase 4C Project described in this Sixth Supplemental Engineer's Report includes the proposed public infrastructure improvements necessary for the development of Phase 4C which constitutes the third sub-phases of the District's fourth phase development parcel. The capital improvement costs compiled and contained in this report are only those costs for Phase 4C. Costs for Phase 4B & 5B were contained in the previous Fourth Supplemental Engineer's Report. Many of the necessary regulatory approvals have been obtained for the Development (hereinafter defined). The remaining permits necessary to complete the Development are expected to be obtained during the normal design and permitting processes. To the best of our knowledge and belief it is our opinion that the balance of the required permits are obtainable as needed. The implementation of any improvements discussed in this plan requires the final approval by many regulatory and permitting agencies as outlined in Section 2 below. This report, therefore, may be amended from time to time.

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

1.2. Location and General Description

The overall Tohoqua CDD is an approximately 784-acre tract currently located in the City of St. 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. Phase 4 & 5 of the overall project consists of approximately 157 acres of the District. Phase 4A, 4B, 4C, 5A & 5B comprise 30.9, 20.57, 52.27, 33.48 & 19.78 acres of the CDD respectively. The Legal Description for Phase 4C is included as Attachments A. Please refer to Vicinity Map Exhibit 1 and Location Map Exhibit 2. The proposed Phase 4C Project is part of the multi-phase development and specifically includes onsite infrastructure improvements for Phase 4C. Phase 4C encompasses approximately fifty-two point two seven (52.27) acres and is currently planned for a total of 249 units. Please refer to the Tohoqua Phase 4C Master Site Plan Exhibit 3. Zoning for the Development was approved by Osceola County on February 3, 2016.

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

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

**Tohoqua Community Development District
Sixth Supplemental Engineer's Report for Phase 4C (Phase 4C Project)**

1.3. District Purpose and Scope

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

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

1.4. Description of Land Use

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

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

Section 2 Government Actions

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

Permitting Agencies & Permits Required

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

**Tohoqua Community Development District
Sixth Supplemental Engineer's Report for Phase 4C (Phase 4C Project)**

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

Exhibit 13 lists the permits that have currently been obtained for Phase 4C.

Section 3 Infrastructure Benefit

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

- Project wide public benefits
- Incidental public benefits

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

**Tohoqua Community Development District
Sixth Supplemental Engineer's Report for Phase 4C (Phase 4C Project)**

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

Section 4 Phase 4C Project

The Phase 4C Project addressed in this Sixth Supplemental Engineer's Report includes elements that are only internal to the District. The proposed onsite infrastructure improvements include the master stormwater management and drainage systems, roadway improvements, pavement markings and street signage, potable water main, reclaimed water main and sewer infrastructure required to provide utility service to the District, landscaping, hardscaping and recreation areas. Descriptions of the proposed capital improvements are provided in the following sections and Exhibits 5, 7 and 9 through 11. Exhibit 12 details the Cost Opinion for the Phase 4C Project.

Section 5 Description of Series Phase 4C Project Capital Improvement Plan

5.1 Roadway Improvements

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

5.2 Stormwater Management

As indicated above, the District may fund the construction of the master stormwater management system for the lands within the District. This system is made up of wet detention stormwater treatment ponds, control structures, spreader swales, inlets, manholes and storm pipes. The proposed ponds and outfall structures have been designed to provide water quality treatment and attenuation in accordance with Osceola County and the South Florida Water Management District regulations. The stormwater management system has been designed to accommodate on-site runoff in addition to offsite flows which have historically entered the project site. Exhibit 7, Post-Development Basin Map provides a graphical representation of the currently proposed stormwater management system. Stormwater Pond 16, 18, 25A & 25B are included in the Phase 4C Project.

5.3 100-Year Floodplain

Pursuant to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM)

**Tohoqua Community Development District
Sixth Supplemental Engineer's Report for Phase 4C (Phase 4C Project)**

panels 12097C 0090G 12097G and 12097C 0255G both dated June 18, 2013, portions of the project site is located within the 100-year Flood Hazard Area (FHA), Zone AE or Zone A. Exhibit 8, FEMA 100-Year Floodplain details the floodplain limits relative to the District boundaries.

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

5.4 Phase 4C

5.4.1 Phase 4C Roadways

The Phase 4C Project does not include any of the Phase 4C roadway improvements. Instead, the Phase 4 roadway improvements are to be developer funded. Phase 4 roadways will be public and owned and maintained by the City. Phase 4C include approximately 7,179 linear feet of road and will define the ingress and egress points within the Developments. In addition to the roadways, the Phase 4C improvements include approximately 5,169 linear feet of public alleys. The roadways and alleys will also serve as locations for the placement of utility infrastructure needed to serve the development of the project, see Exhibit 4. The Phase 4C roadways will connect to the existing Phase 4B as well as other unspecified future phases. No offsite roadway or intersection improvements are being constructed as part of Phase 4C.

5.4.2 Potable Water Distribution System

The District may fund the construction of the water distribution system within the District and those portions required to connect to existing or proposed offsite facilities. The potable water system will be conveyed to, and owned and maintained by the City of St. Cloud once it has been certified complete. The water mains within the District will be sized to provide water to residents of the District and will be designed and constructed based on the approved Master Utility Plan (MUP). Exhibit 9, Potable Water Distribution System Map, provides a graphical representation of the contemplated water mains to be constructed within Phase 4C and the overall District.

5.4.3 Reclaimed Water Distribution System

The District may fund the construction of the reclaimed water distribution system within the District. The reclaimed water system will be conveyed to, and owned and maintained by the City of St. Cloud once it has been certified complete by the District. The reclaimed water mains serving the District will be sized to provide reclaimed water to the lot boundaries and common areas within the District and will be designed and constructed based on the approved MUP. Phase 4C will be served by the offsite reclaim water main which will be constructed as part of Cross Prairie Parkway. Exhibit 10, Reclaimed Water Distribution System Map, provide a graphical representation of the existing and proposed offsite reclaimed water system and onsite Phase 4C and overall system contemplated within the District.

5.4.4 Wastewater System

The District may fund the construction of the gravity sewer, force main, and lift station infrastructure within the District and those portions required to connect to existing or proposed offsite facilities. The wastewater system will be conveyed to, and owned and maintained by the City of St. Cloud once it has been certified complete by the District. The sewer collection mains, lift stations and force mains serving the District will be

**Tohoqua Community Development District
Sixth Supplemental Engineer's Report for Phase 4C (Phase 4C Project)**

sized to provide wastewater service to the residents of the District, and will be designed and constructed based on the approved MUP. Exhibit 11, Wastewater System Map, provide a graphical representation of the proposed offsite wastewater system and onsite Phase 4C and overall system contemplated within the District. Forcemain and lift station improvements were constructed as part of Phase 4A.

5.4.5 Parks, Landscape & Hardscape

The Phase 4C landscaping and irrigation of the primary roadways will provide the “first impression” of the Development. The District may fund parks, landscape and hardscape construction and maintenance within roadways and common areas which may include perimeter landscape buffers, master signage, way finding signage, entry hardscape features, entry landscape, amenity area and park area features, landscape and hardscape, pedestrian/multi-purpose trails, and street trees. The District will own and maintain foregoing improvements.

5.5 Professional and Inspection Fees

For the design, permitting and construction of the proposed Phase 4C Project, professional services are required by various consultants. The consultants required are: civil engineer, geotechnical, planner, environmental, surveying, and landscape architect. During construction, the various permitting agencies will observe and inspect the project. Each of the agencies will charge an inspection fee to cover the costs associated with an inspector visiting the site to observe construction progress and confirm that the project is constructed in accordance with their respective approved plans, permits, rules, and regulations. The Professional Services and Inspections Fees are included as Soft Costs for the Phase 4C Project.

**Tohoqua Community Development District
Sixth Supplemental Engineer's Report for Phase 4C (Phase 4C Project)**

Section 6 Ownership and Maintenance

Proposed District Capital Improvements Plan	Ownership	Maintenance
Onsite Roadway & Alley Improvements (Phase 4)	City	City
Onsite Roadway Improvements (Phase 5)	HOA	HOA
Master Stormwater Management System	District	District
Potable Water Distribution System	City of St. Cloud	City of St. Cloud
Sanitary Sewer System	City of St. Cloud	City of St. Cloud
Reclaimed Water Distribution System	City of St. Cloud	City of St. Cloud
Parks, Landscaping, Irrigation and Signage	District	District

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

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

Section 8 Estimate of Probable Capital Improvement Costs

The Estimate of Probable Costs for the Phase 4C Project is provided in Exhibit 12. Costs associated with construction of the Phase 4C improvements described in this report have been estimated based on the best available information. Other soft costs include portions of the surveying, design and engineering for the described work, regulatory permitting inspection fees and materials testing. In addition, a reasonable project contingency estimate has been included. Please note that the costs are subject to change based on final engineering, permitting, and changes in the site plan and construction cost due to market fluctuation.

Section 9 Conclusions and Summary Opinion

The Phase 4C Project as described is necessary for the functional development of the property within Phase 4C of the District as required by the applicable local governmental agencies. Phase 4C infrastructure has been planned and designed in accordance with current governmental regulatory requirements. The public infrastructure as described in this Sixth Supplemental Engineer's Report will serve its intended function provided the construction is in substantial compliance with the design and permits which will be required for the District by the various jurisdictional entities outlined earlier in this report. In addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on the proposed bonds, the District will levy and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District, for the purpose of defraying the cost and expenses of maintaining District-owned improvements.

The construction costs for the Phase 4C Project in this Sixth Supplemental Engineer's Report are based on the approved plans. In our professional opinion, and to the best of our knowledge and belief, the costs provided herein for the Phase 4C improvements are reasonable to complete the construction of the

**Tohoqua Community Development District
Sixth Supplemental Engineer's Report for Phase 4C (Phase 4C Project)**

infrastructure improvements described herein. All of the proposed Phase 4C Project costs are to be public improvements or community facilities as set forth in sections 190.012(1) and (2) of the Florida Statutes.

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

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

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



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

Exhibits



Vicinity Map

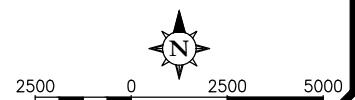
Tohoqua CDD

POULOS & BENNETT

August 14, 2023
P & B Job No.: 17-188

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

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Certificate of Authorization No. 28567



SCALE IN FEET

Exhibit 1



- LEGEND
- CDD Boundary
 - - - Existing Phases Boundaries
 - - - Phase 4C Boundary

Location Map

Tohoqua CDD



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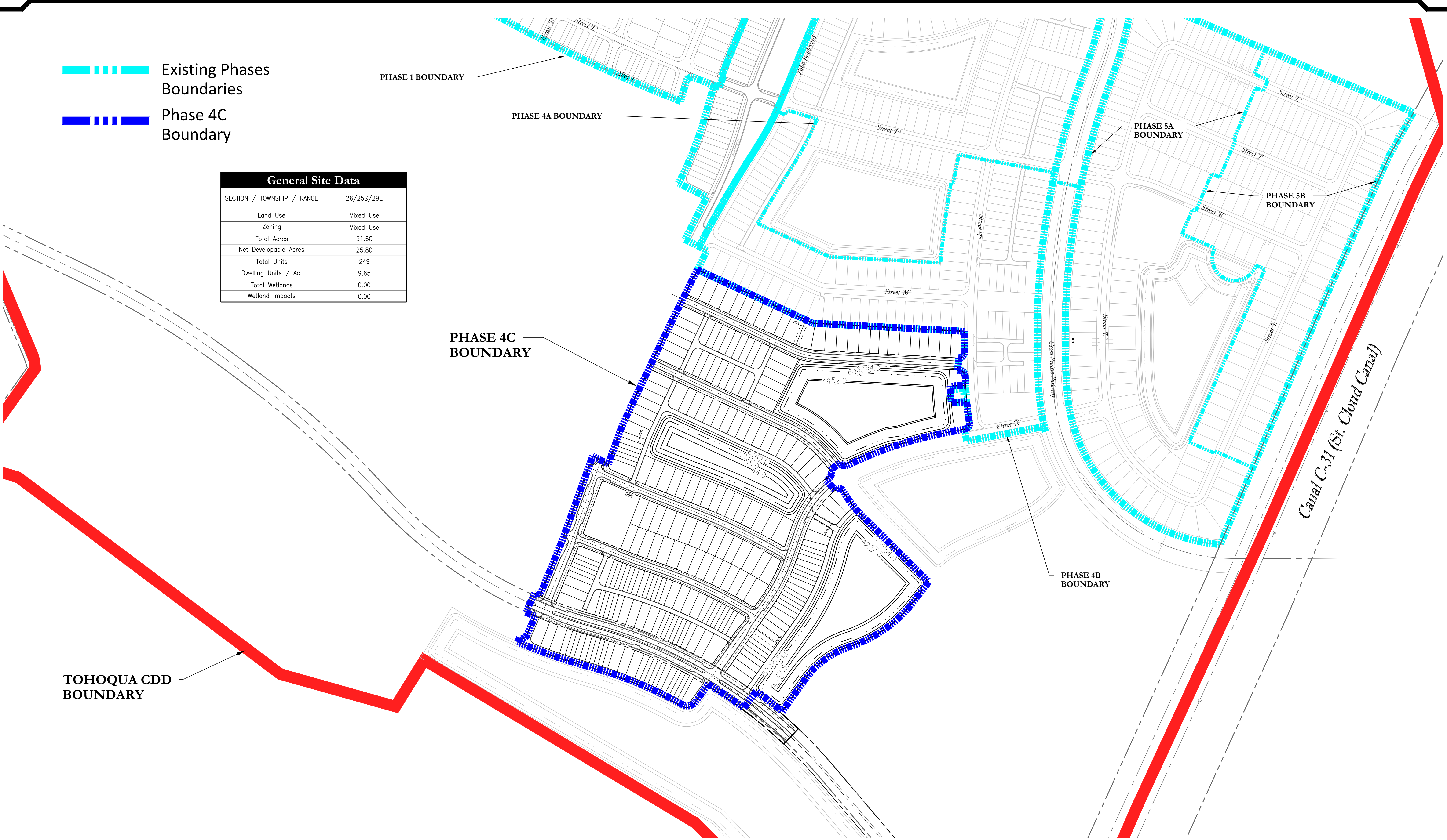
1000 0 1000 2000

SCALE IN FEET

Exhibit 2

-  Existing Phases Boundaries
-  Phase 4C Boundary

General Site Data	
SECTION / TOWNSHIP / RANGE	26/25S/29E
Land Use	Mixed Use
Zoning	Mixed Use
Total Acres	51.60
Net Developable Acres	25.80
Total Units	249
Dwelling Units / Ac.	9.65
Total Wetlands	0.00
Wetland Impacts	0.00



TOHOQUA CDD BOUNDARY

Phase 4C Master Site Plan
Tohoqua CDD



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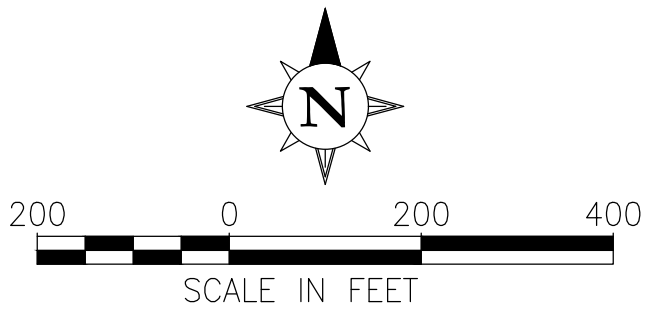
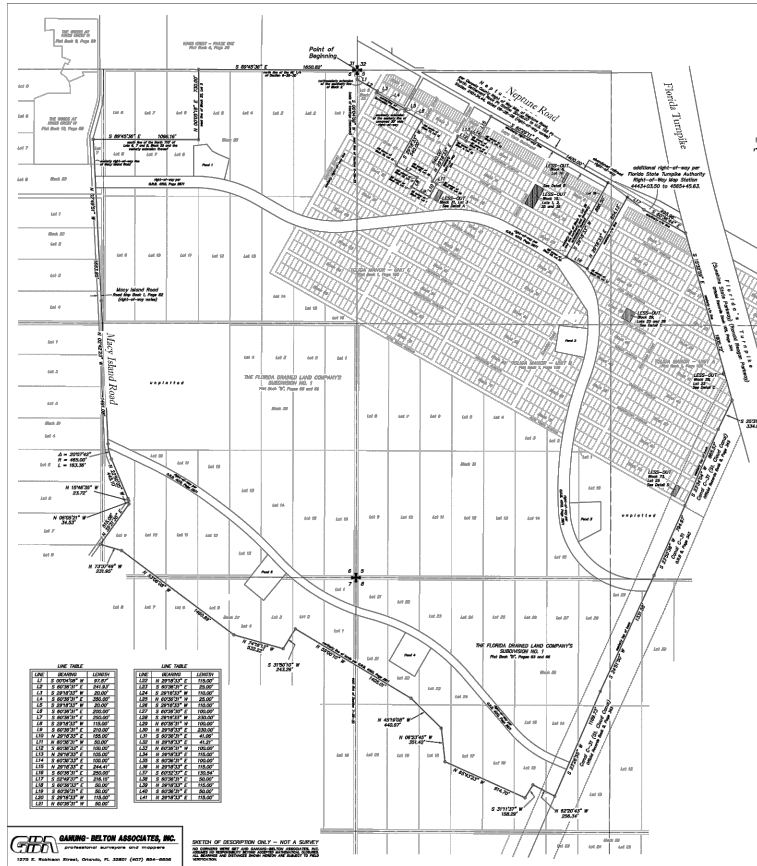


Exhibit 3

August 14, 2023
 P & B Job No.: 17-188

Z:\2018\18-139 PULTE - TOHOQUA\CAD\CDD\PH4C CDD\PH4C CDD EXH 3 MASTER SITE PLAN



Legal Description

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

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

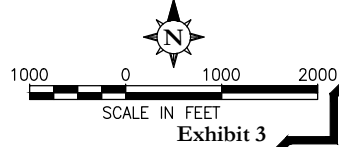
LESS AND EXCEPT THE FOLLOWING:

Block 28, Lot 23, and Block 73, Lot 25, TOLIGA MANOR – UNIT A, according to the plat thereof, as recorded in Plat Book 1, Page 129; Block 6, Lot 10, and Block 15, Lots 1, 2, 35 and 36, and Block 29, Lots 25 and 26, TOLIGA MANOR – UNIT B, according to the plat thereof, as recorded in Plat Book "B", Pages 65 and 66, Public Records of Osceola County, Florida; thence northerly, along said easterly right-of-way line, the following seven (7) courses and distances: run N 35°31'35" E, a distance of 515.08 feet; thence run N 06°05'21" W, a distance of 34.53 feet; thence run N 15°46'35" W, a distance of 23.72 feet; thence run N 22°50'05" W, a distance of 445.10 feet to a point of curvature of a curve, concave easterly, having a radius of 485.00 feet and a central angle of 20°07'42"; thence run northerly, along the arc of said curve, a distance of 163.36 feet to the point of tangency thereof; thence run N 02°42'23" W, a distance of 1,481.08 feet; thence run N 02°48'31" W, a distance of 1683.85 feet to a point on the westerly extension of the south line of the North 710 feet of Block 25, Lots 6, 7 and 8, THE FLORIDA DRAINED LAND COMPANY'S SUBDIVISION NO. 1, according to the plat thereof, as recorded in Plat Book "B", Pages 65 and 66, Public Records of Osceola County, Florida; thence run S 89°45'36" E, along said south line and the westerly extension thereof, a distance of 1,096.16 feet to a point on the west line of Block 25, Lot 5; thence run N 00°05'18" E, along said west line, a distance of 730.00 feet to a point on the north line of the Northeast 114 of said Section 6; thence run S 89°45'36" E, along said north line, a distance of 1,650.82 feet to the POINT OF BEGINNING.



Containing a total of 783.96 acres, more or less.

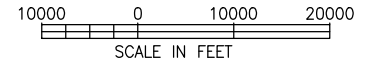
District Boundary Map and Legal Description

Tohoqua CDD









LEGEND

-  CDD BOUNDARY
-  PHASE 4C BOUNDARY

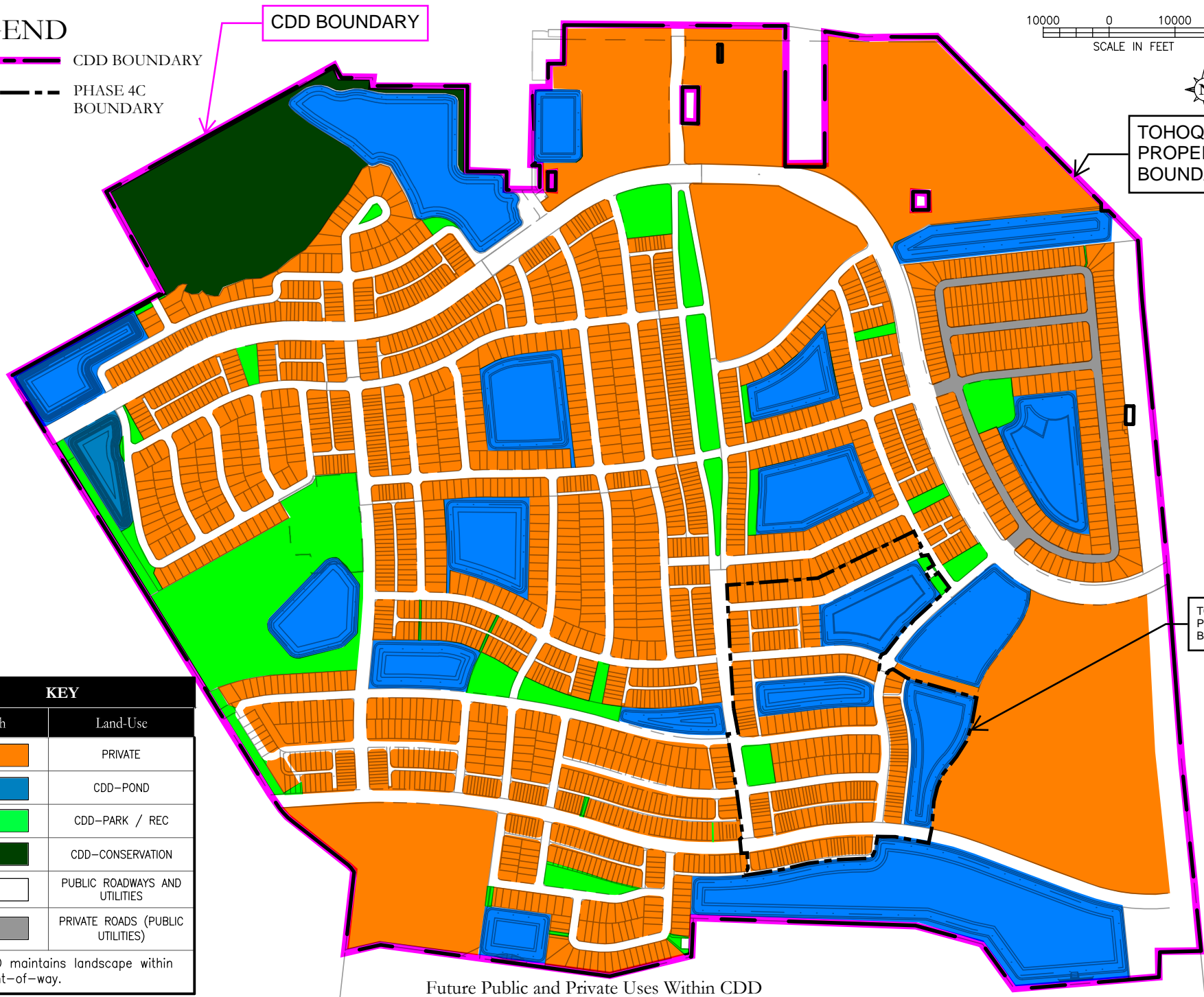


TOHOQUA
PROPERTY
BOUNDARY

TOHOQUA
PHASE 4C
BOUNDARY

KEY	
Hatch	Land-Use
	PRIVATE
	CDD-POND
	CDD-PARK / REC
	CDD-CONSERVATION
	PUBLIC ROADWAYS AND UTILITIES
	PRIVATE ROADS (PUBLIC UTILITIES)

NOTE: CDD maintains landscape within public right-of-way.



Future Public and Private Uses Within CDD

Tohoqua - Community Development District

PLACE TYPES LEGEND

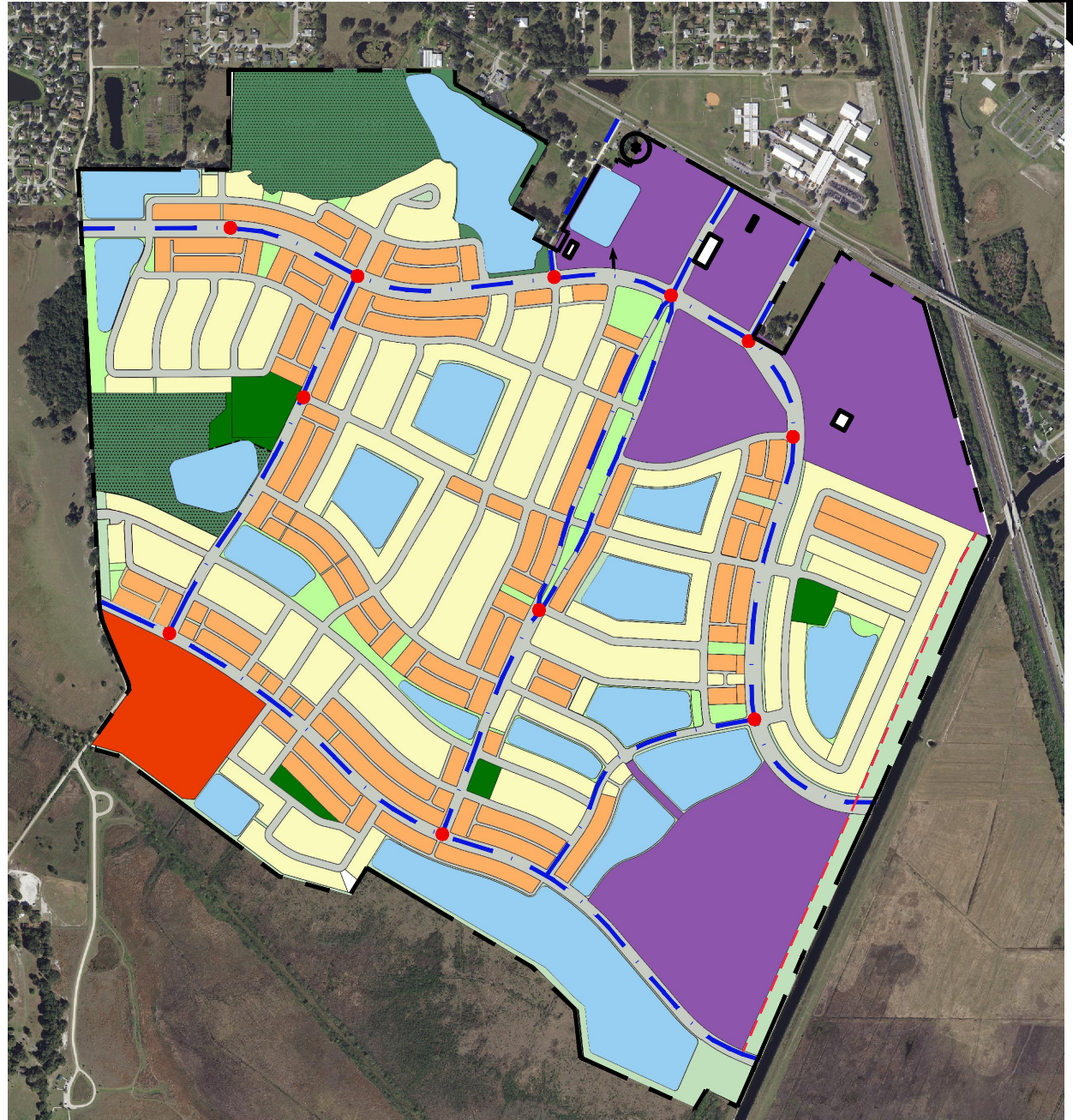
- COMMUNITY CENTER
- SINGLE FAMILY RESIDENTIAL NEIGHBORHOOD 1 (NH1)
- NEIGHBORHOOD 2 (NH2)
- NEIGHBORHOOD CENTER

- FRAMEWORK ROADS
- POTENTIAL TRANSIT STOPS
- TOHOQUA NEIGHBORHOODS
- WETLANDS TO BE PRESERVED

INITIAL PROPOSED 2 ACRE FIRE STATION LOCATION. FINAL LOCATION SHALL BE DETERMINED AND APPROVED BY THE FIRE DEPARTMENT AND CITY PRIOR TO CONVEYANCE OF THE PROPERTY. RELOCATION OF THE SITE WITHIN THE PARAMETERS OF RESOLUTION NUMBER 2017-241R IS ALLOWED UNTIL SUCH TIME AS CONVEYANCE.

OPEN SPACE DISTRICT

- CONSERVATION AREA
- RECREATION AREA
- STORMWATER AREA
- OPEN SPACE
- NEIGHBORHOOD PARKS/SQUARES/CIVIC SPACES



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

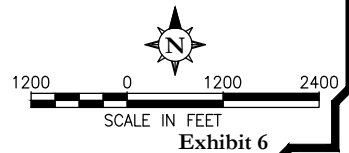
Concept Plan

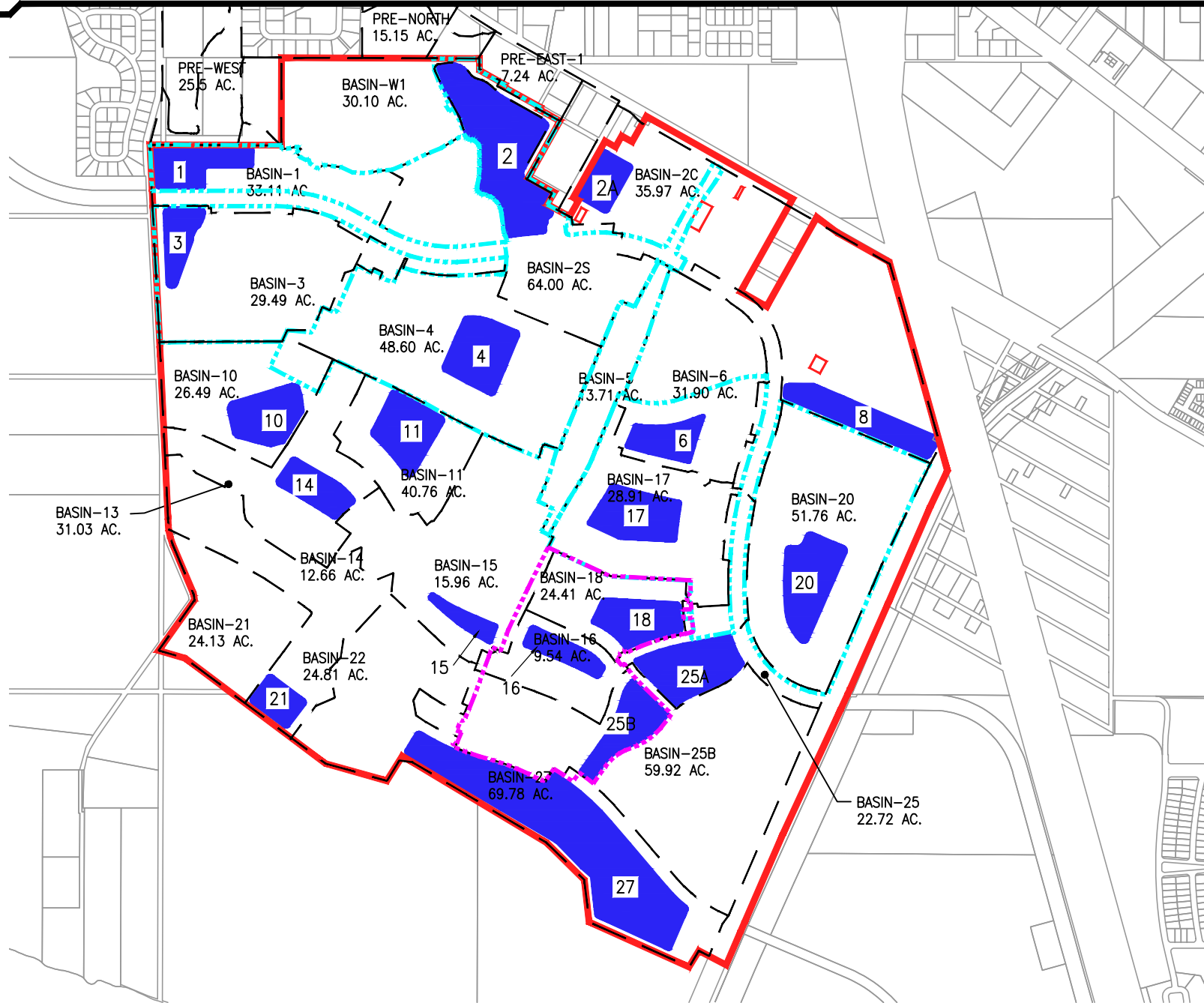
Tohoqua CDD

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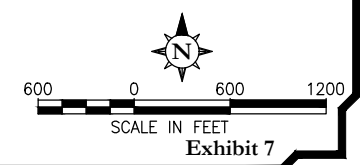


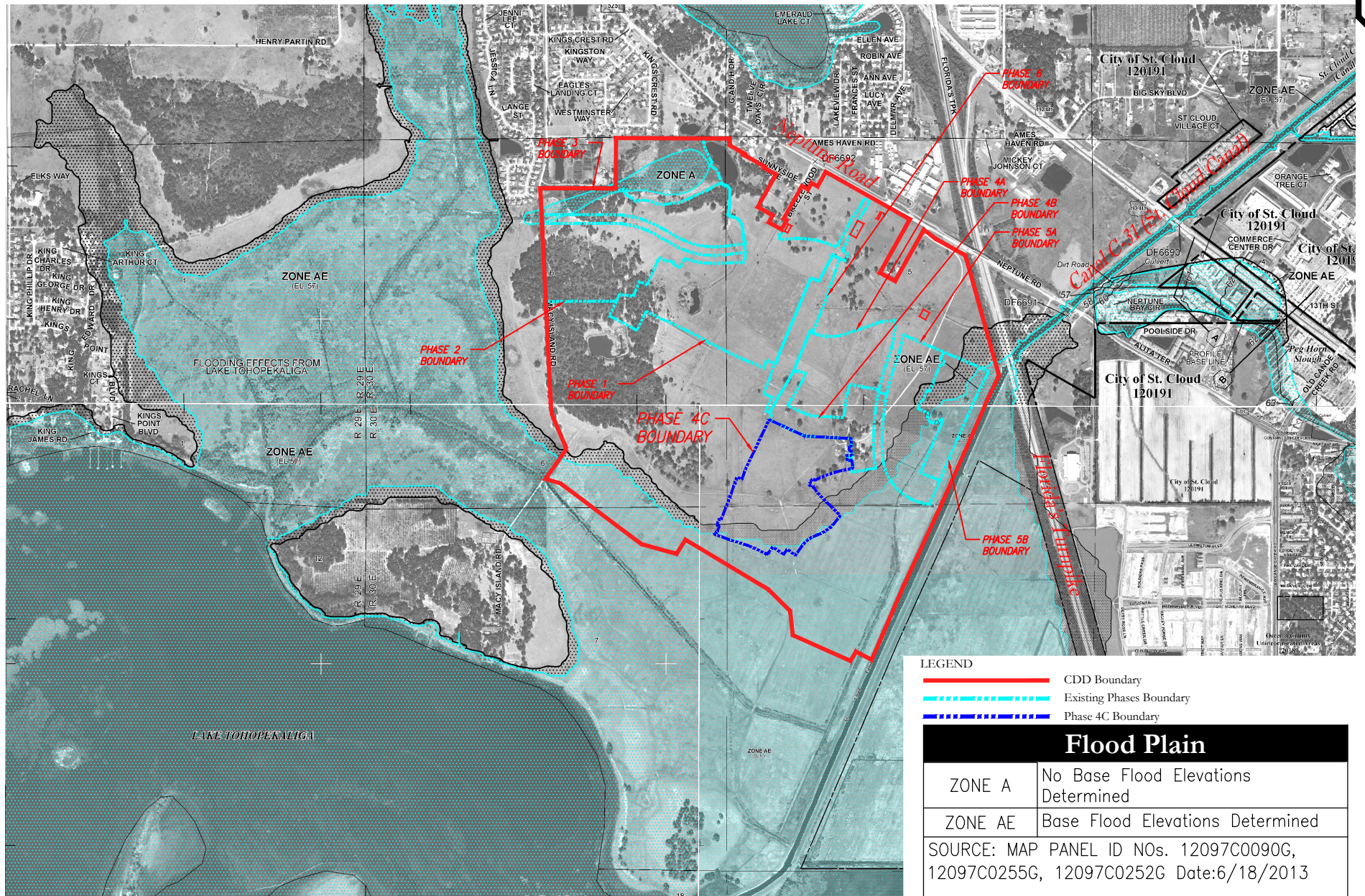


- LEGEND**
- CDD Boundary
 - - - Existing Phases Boundary
 - - - Phase 4C Boundary
 - Conservation Area
 - - - Basin Boundary
 - Basin- 2S Basin ID
 - 11 Stormwater Pond ID
 - Stormwater Pond

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

Post Development Basin Map
Tohoqua CDD





LEGEND

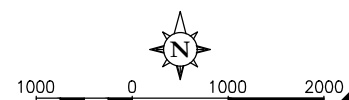
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- Existing Phases Boundary
- Phase 4C Boundary

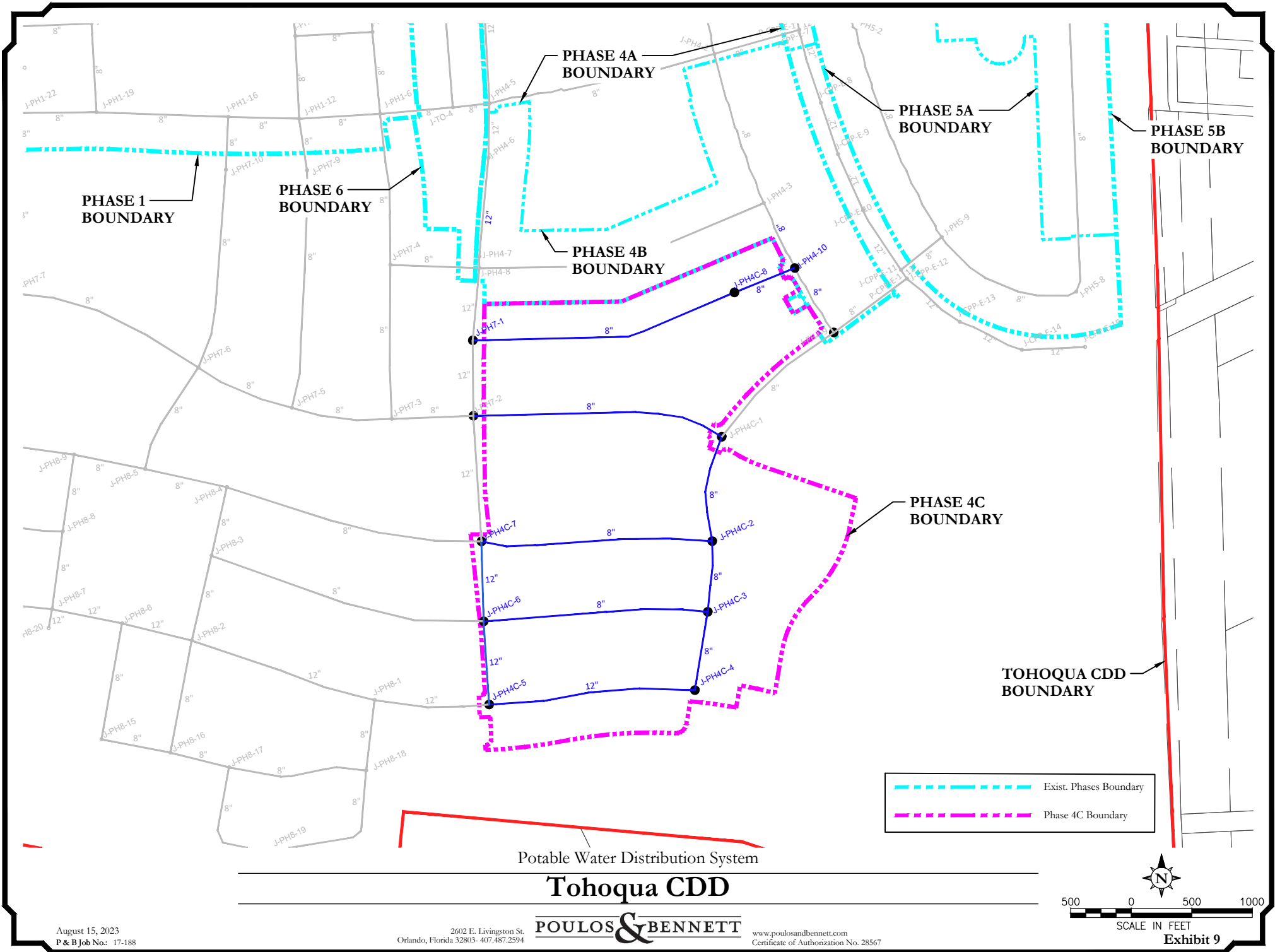
Flood Plain	
ZONE A	No Base Flood Elevations Determined
ZONE AE	Base Flood Elevations Determined

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

100 - Year Floodplain
Tohoqua CDD

POULOS & BENNETT





Potable Water Distribution System

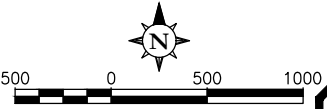
Tohoqua CDD

POULOS & BENNETT

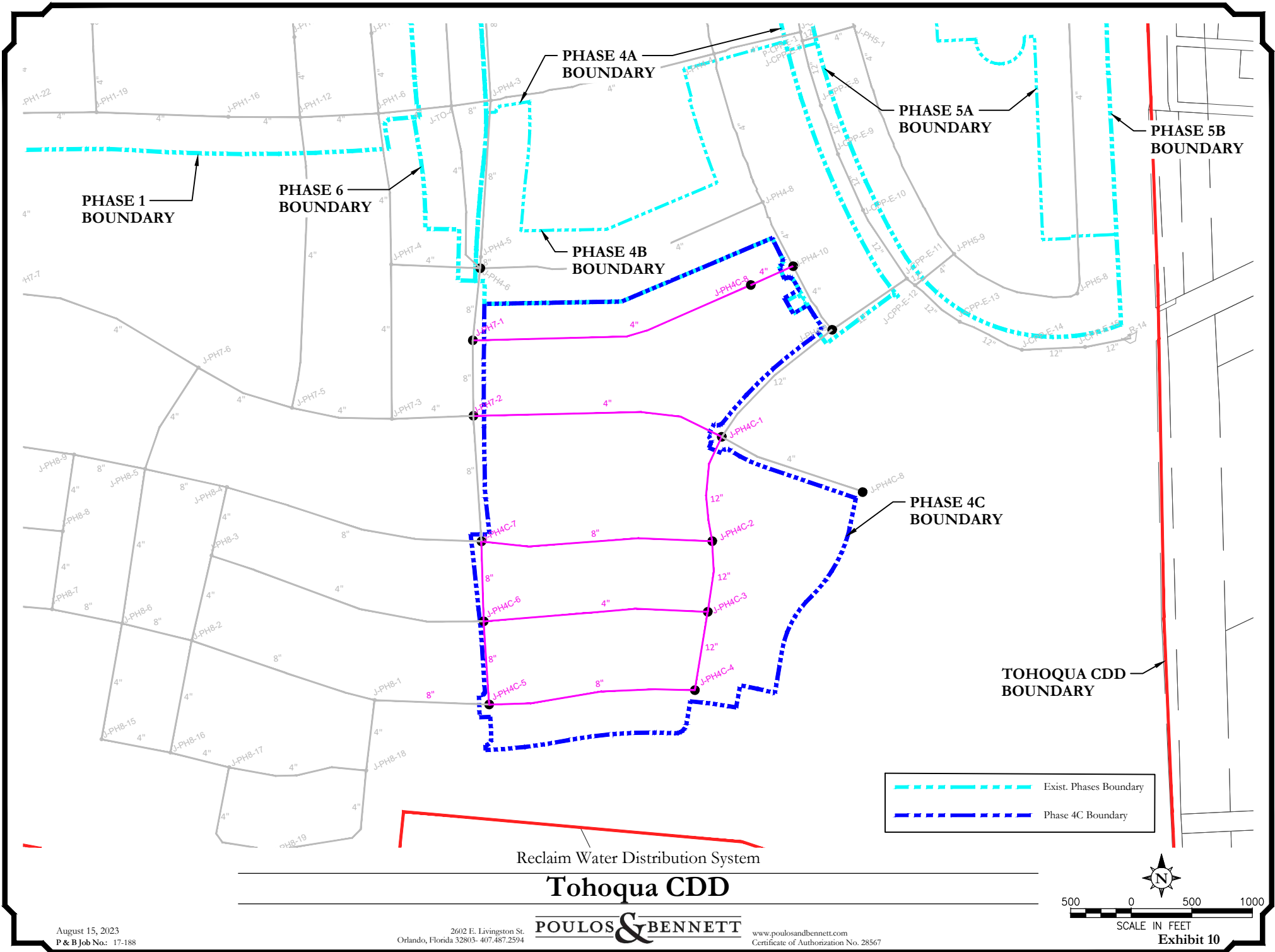
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SCALE IN FEET
Exhibit 9



PHASE 1
BOUNDARY

PHASE 6
BOUNDARY

PHASE 4A
BOUNDARY

PHASE 5A
BOUNDARY

PHASE 5B
BOUNDARY

PHASE 4B
BOUNDARY

PHASE 4C
BOUNDARY

TOHOQUA CDD
BOUNDARY

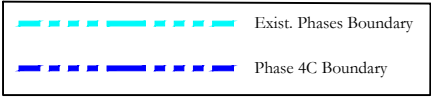
Reclaim Water Distribution System

Tohoqua CDD

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

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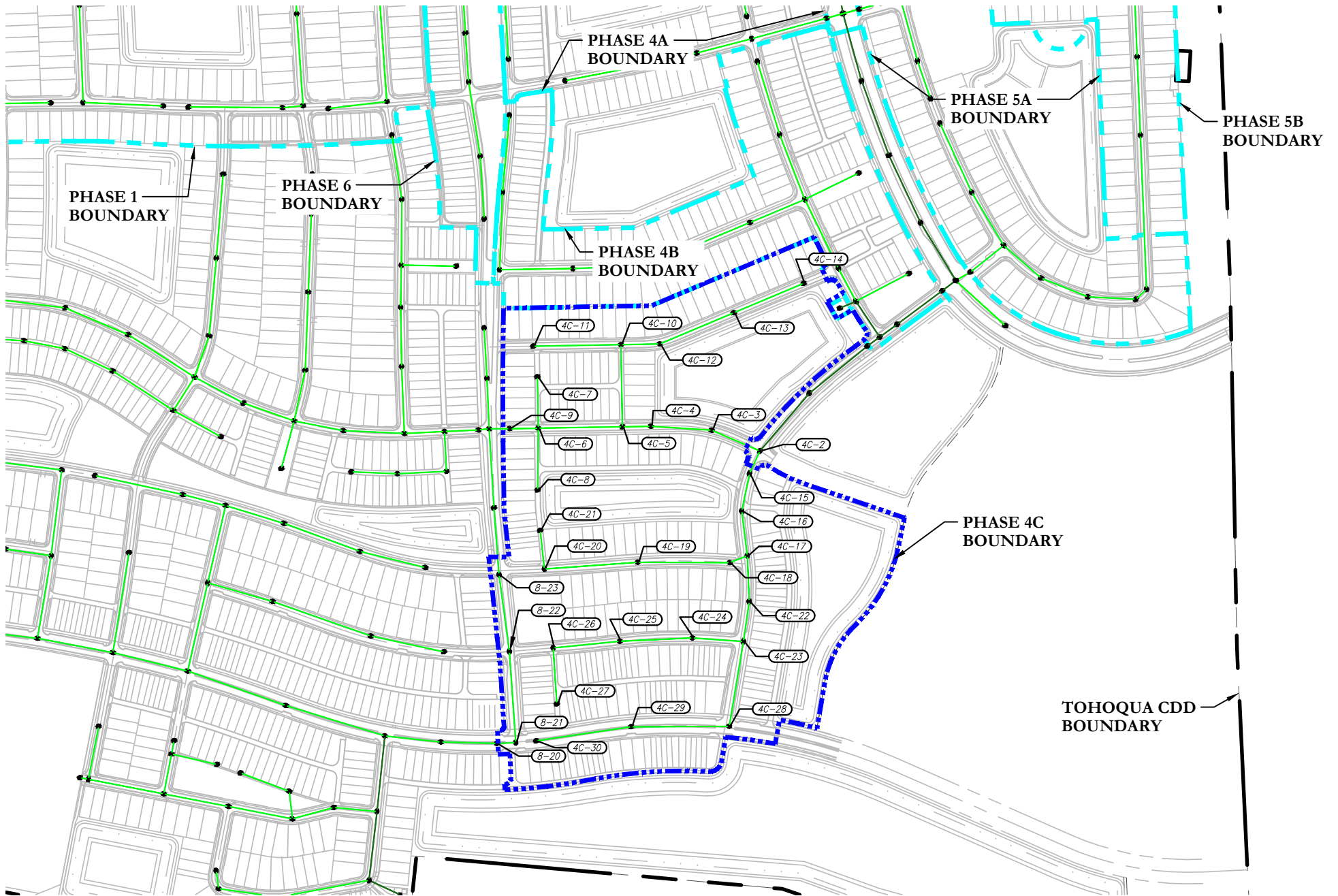


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SCALE IN FEET

Exhibit 10

August 15, 2023
P & B Job No.: 17-188



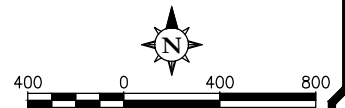
Wastewater Collection System

Tohoqua CDD

POULOS & BENNETT

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Orlando, Florida 32803 - 407.487.2594

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SCALE IN FEET

Exhibit 11

August 15, 2023
P & B Job No.: 17-188

EXHIBIT 12
Tohoqua CDD Phases 4C
Third Supplemental Engineers Report for Phase 4C (Phase 4C Project)
Estimate of Probable Capital Improvement Costs
August 16, 2023

Facility	Estimated Cost
Stormwater System (Pipes & Structures)	\$ 912,268.59
Potable Water Distribution System (Pipes, Fittings, Valves, etc.)	\$ 538,257.07
Sanitary Sewer System (Pipes & Structures)	\$ 601,476.93
Reclaimed Water Distribution System (Pipes, Fittings, Valves, etc.)	\$ 357,248.34
Landscape & Hardscape	\$ 298,000.00
<hr/>	
Subtotal	\$ 2,707,250.93
Professional Fees (10%)	\$ 270,725.09
Inspection, Survey & Testing Fees (5%)	\$ 135,362.55
<hr/>	
Subtotal	\$ 3,113,338.57
Contingency (10%)	\$ 311,333.86
<hr/>	
Total	\$ 3,424,672.43

PERMIT & APPROVAL CHECKLIST

DATE: <u>28-Aug-23</u> BY: _____		PROJECT NUMBER(S): <u>18-139</u>										win 9 months	EXTENSIONS AND CLOSEOUTS				
COMMUNITY: <u>Tohoqua Phase 4C</u>													EXPIRED				
PERMIT TYPE (IE: Wetland, Land Use, Sewer Extension)	ISSUING AGENCY	APPLICATION NUMBER	PERMIT NUMBER	PERMITTEE	TRANSFERRED TO	PERMIT TRANSFER DATE	DESCRIPTION OF PERMITTED ACTIVITY (IE: Subdivision Approval Phase 1, Offsite Water Extension Route 51)	CURRENT STATUS (IE: Not Submitted Yet, In Review, 2nd Submittal, Approved, Extended, Expired, Closed Out, etc)	DATE SUBMITTED	DATE ISSUED	DATE EXPIRES	IS PERMIT EXTENDABLE? WILL NEW CONDITIONS BE ADDED TO AN EXENDED PERMIT? (IE: Wetland Buffers, Full Resubmission, etc.)	IS FORMAL CLOSEOUT REQ Y/N	ACTUAL CLOSEOUT DATE	SIGNIFICANT CLOSEOUT REQUIREMENTS (IE - file 2 yr maintenance bond, 5 year wetland monitoring, file as built's & close out form, etc.)		
PSP	City of St. Cloud		SUB21-00019	TDG			PSP	Approved	6-Aug-21								
Environmental Resource Permit (ERP)	SFWM	190812-1683	49-102470-P	TDG			Conceptual/Construction of a Stormwater Management System - South Basin Modification	Approved		21-Nov-19	21-Nov-24						
Final Construction Plans	City of St. Cloud		SUB22-00014	Pulte			Approval of Construction Plans	Approved	2-Sep-22	19-Dec-22	19-Dec-23						
Construction Plans	Osceola County		SDP22-0052	Pulte			Approval of Construction Plans	Approved	23-Dec-22	18-Apr-23							
Tree Removal	City of St. Cloud			Pulte			Tree Removal Permit	Approved		19-Sep-22							
Potable Water Permit	FDEP		0076597-560-DSGP	Pulte			Approval of dry-line water dist. System	Approved									
Potable Water Permit	FDEP		0076597-586-DSGP	Pulte			Water Dist. Permit Revision	Approved									
Wastewater Permit	FDEP		0354122-016-DWC/CM	Pulte			Wastewater General Permit	Approved									
Environmental Resource Permit (ERP) Major	SFWM	211103-32145	49-106249-P	TDG			Conceptual/Construction of a Stormwater Management System - South Basin Modification	Approved	30-Aug-21	10-Dec-21	10-Dec-26						
South Basin - Mass Grading - Major Modification	City of St. Cloud		SDP21-00031	TDG			Conceptual/Construction of a Stormwater Management System - South Basin Modification	Approved	30-Aug-21	26-Oct-21							
ERP Major Modification	SFWM	220602-34649	49-107299-P	Pulte			Final Construction of Phase 4C area	Approved		13-Oct-22	13-Oct-27						
	LOMR-F			Pulte			LOMR-F	Not Submitted Yet									

Attachments

ATTACHMENT A
LEGAL DESCRIPTION

PHASE 4C

A portion of Blocks 26, 27, 30 and 31, FLORIDA DRAINED LAND COMPANY'S SUBDIVISION No. 1, as recorded in Plat Book B, Pages 65 and 66 of the Public Records of Osceola County, Florida being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 5, Township 26 South, Range 30 East, Osceola County, Florida; thence run $N00^{\circ}12'35''E$ along the West line of said Southwest 1/4, a distance of 47.83 feet to the POINT OF BEGINNING; thence run $N19^{\circ}52'22''E$, a distance of 348.40 feet to a point on a Non-Tangent curve, concave to the Northeast, having a Radius of 2,190.00 feet and a Central Angle of $02^{\circ}01'29''$; thence run Southeasterly along the arc of said curve, a distance of 77.39 feet (Chord Bearing = $S64^{\circ}18'20''E$, Chord = 77.39 feet); thence run $N19^{\circ}52'22''E$, a distance of 150.00 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 8,959.75 feet and a Central Angle of $00^{\circ}14'33''$; thence run Northerly along the arc of said curve, a distance of 37.93 feet (Chord Bearing = $N20^{\circ}59'10''E$, Chord = 37.93 feet) to a point on a Non-Tangent curve, concave to the Southeast, having a Radius of 22,536.83 feet and a Central Angle of $01^{\circ}56'36''$; thence run Northeasterly along the arc of said curve, a distance of 764.43 feet (Chord Bearing = $N25^{\circ}44'37''E$, Chord = 764.39 feet); thence run $S65^{\circ}05'57''E$, a distance of 567.05 feet; thence run $S86^{\circ}56'11''E$, a distance of 674.54 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 3,769.00 feet and a Central Angle of $04^{\circ}17'56''$; thence run Southerly along the arc of said curve, a distance of 282.78 feet (Chord Bearing = $S01^{\circ}43'49''E$, Chord = 282.71 feet) to a point on the boundary of Tract LS-1, TOHOQUA – PHASE 4A, as recorded in Plat Book 30, Pages 124 through 129 of the Public Records of Osceola County, Florida; thence along the boundary of said Tract LS-1 the following eight (8) courses: run $S86^{\circ}07'07''W$, a distance of 9.94 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 3,779.00 feet and a Central Angle of $00^{\circ}25'10''$; thence run Northerly along the arc of said curve, a distance of 27.66 feet (Chord Bearing = $N03^{\circ}40'18''W$, Chord = 27.66 feet); thence run $S86^{\circ}06'06''W$, a distance of 59.00 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 3,838.00 feet and a Central Angle of $00^{\circ}37'51''$; thence run Southerly along the arc of said curve, a distance of 42.26 feet (Chord Bearing = $S03^{\circ}47'03''E$, Chord = 42.26 feet) to a Point of Compound Curve, concave to the East, having a Radius of 1,258.00 feet and a Central Angle of $00^{\circ}45'45''$; thence run Southerly along the arc of said curve, a distance of 16.74 feet (Chord Bearing = $S04^{\circ}28'51''E$, Chord = 16.74 feet); thence run $N86^{\circ}06'06''E$, a distance of 59.01 feet to a point on a Non-

Tangent curve, concave to the East, having a Radius of 1,199.00 feet and a Central Angle of 00°27'35"; thence run Northerly along the arc of said curve, a distance of 9.62 feet (Chord Bearing = N04°40'47"W, Chord = 9.62 feet); thence run N85°33'00"E, a distance of 9.94 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 1,189.00 feet and a Central Angle of 05°06'24"; thence run Southerly along the arc of said curve, a distance of 105.97 feet (Chord Bearing = S06°59'51"E, Chord = 105.94 feet); to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 83°45'32"; thence run Southwesterly along the arc of said curve, a distance of 36.55 feet (Chord Bearing = S37°29'28"W, Chord = 33.38 feet); thence run S79°22'14"W, a distance of 1.95 feet; thence run S10°37'46"E, a distance of 54.00 feet; thence run N79°22'14"E, a distance of 328.32 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 25.00 feet and a Central Angle of 39°14'47"; thence run Easterly along the arc of said curve, a distance of 17.12 feet (Chord Bearing = S83°18'22"E, Chord = 16.79 feet); thence run S79°22'14"W, a distance of 427.57 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 1,653.76 feet and a Central Angle of 15°27'19"; thence run Westerly along the arc of said curve, a distance of 446.10 feet (Chord Bearing = S71°38'50"W, Chord = 444.75 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 55°48'06"; thence run Southerly along the arc of said curve, a distance of 24.35 feet (Chord Bearing = S00°35'22"E, Chord = 23.40 feet) to a Point of Compound Curve, concave to the Northeast, having a Radius of 470.00 feet and a Central Angle of 02°07'01"; thence run Southeasterly along the arc of said curve, a distance of 17.36 feet (Chord Bearing = S29°32'55"E, Chord = 17.36 feet); thence run S58°02'45"W, a distance of 60.01 feet to a point on a Non-Tangent curve, concave to the Northeast, having a Radius of 530.00 feet and a Central Angle of 14°29'12"; thence run Southeasterly along the arc of said curve, a distance of 134.00 feet (Chord Bearing = S38°00'10"E, Chord = 133.65 feet) to the Point of Tangency; thence run S45°14'46"E, a distance of 413.66 feet to a point on a Non-Tangent curve, concave to the Southeast, having a Radius of 489.73 feet and a Central Angle of 03°30'06"; thence run Southwesterly along the arc of said curve, a distance of 29.93 feet (Chord Bearing = S37°45'54"W, Chord = 29.92 feet); thence run S37°49'54"W, a distance of 117.74 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 591.31 feet and a Central Angle of 29°16'54"; thence run Southwesterly along the arc of said curve, a distance of 302.20 feet (Chord Bearing = S56°01'53"W, Chord = 298.92 feet) to a point on a Non-Tangent curve, concave to the Southeast, having a Radius of 401.44 feet and a Central Angle of 36°49'07"; thence run Southwesterly along the arc of said curve, a distance of 257.97 feet (Chord Bearing = S55°06'29"W, Chord = 253.55 feet); thence run S35°26'24"W, a distance of 191.21 feet a point on the North Right of

Way line of Southbury Drive as described in Official Records Book 4010, Page 2871 of the Public Records of Osceola County, Florida, said point being on a Non-Tangent curve, concave to the Southwest, having a Radius of 2,040.00 feet and a Central Angle of $05^{\circ}27'47''$; thence run Northwesterly along the arc of said curve, a distance of 194.51 feet (Chord Bearing = $N52^{\circ}15'35''W$, Chord = 194.44 feet) to a point on a Non-Tangent curve, concave to the Southwest, having a Radius of 2,124.00 feet and a Central Angle of $19^{\circ}54'11''$; thence run Northwesterly along the arc of said curve, a distance of 737.82 feet (Chord Bearing = $N64^{\circ}38'28''W$, Chord = 734.12 feet) to a Point of Reverse Curve, concave to the North, having a Radius of 1,951.00 feet and a Central Angle of $08^{\circ}18'12''$; thence run Westerly along the arc of said curve, a distance of 282.74 feet (Chord Bearing = $N70^{\circ}26'27''W$, Chord = 282.49 feet) to Point "A" for reference, said point being on a Non-Tangent curve, concave to the North, having a Radius of 10.00 feet and a Central Angle of $91^{\circ}30'05''$; thence run Easterly along the arc of said curve, a distance of 15.97 feet (Chord Bearing = $N67^{\circ}57'36''E$, Chord = 14.33 feet) to the Point of Tangency; thence run $N22^{\circ}12'33''E$, a distance of 246.77 feet; thence run $N19^{\circ}52'22''E$, a distance of 58.16 feet to the POINT OF BEGINNING.

Containing 49.71 acres, more or less.

TOGETHER WITH:

Commence at Point "A" as described above; thence run $S06^{\circ}40'57''W$, a distance of 97.06 feet to the POINT OF BEGINNING, said point being on a curve concave to the North, and having a Radius of 2044.00 feet and a Central Angle of $07^{\circ}30'24''$; thence run Southeasterly along the arc of said curve a distance of 267.79 feet (Chord Bearing = $S70^{\circ}50'21''E$, Chord = 267.60 feet) to a Point of Reverse Curve, concave to the Southwest, having a Radius of 2,031.00 feet and a Central Angle of $15^{\circ}48'39''$; thence run Southeasterly along the arc of said curve, a distance of 560.46 feet (Chord Bearing = $S66^{\circ}41'14''E$, Chord = 558.68 feet); thence run $S35^{\circ}26'14''W$, a distance of 96.27 feet to the Point of Curvature of a curve concave to the North, having a Radius of 45.00 feet and a Central Angle of $84^{\circ}14'44''$; thence run Westerly along the arc of said curve, a distance of 66.17 feet (Chord Bearing = $S77^{\circ}33'36''W$, Chord = 60.36 feet) to a Point of Reverse Curve, concave to the Southwest, having a Radius of 1,894.00 feet and a Central Angle of $14^{\circ}16'43''$; thence run Northwesterly along the arc of said curve, a distance of 472.00 feet (Chord Bearing = $N67^{\circ}27'24''W$, Chord = 470.78 feet) to a point on a Non-Tangent curve, concave to the North, having a Radius of 2,409.84 feet and a Central Angle of $07^{\circ}24'49''$; thence run Westerly along the arc of said curve, a distance of 311.81 feet (Chord Bearing = $N70^{\circ}16'31''W$, Chord = 311.59 feet);

thence run N23°34'50"E, a distance of 20.00 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 25.00 feet and a Central Angle of 90°10'58"; thence run Easterly along the arc of said curve, a distance of 39.35 feet (Chord Bearing = N68°29'21"E, Chord = 35.41 feet) to the Point of Tangency; thence run N23°23'51"E, a distance of 90.87 feet to the POINT OF BEGINNING.

Containing 2.56 acres, more or less.

EXHIBIT “B”

ASSESSMENT METHODOLOGY

[ATTACHED]

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
SERIES 2023
SUPPLEMENTAL ASSESSMENT METHODOLOGY
FOR
ASSESSMENT AREA SIX
(PHASE 4C PROJECT)

Date: September 22, 2023

Prepared by

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



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

1.0 Introduction

The Tohoqua Community Development District (the “District”) is a local unit of special-purpose government organized and existing under Chapter 190, Florida Statutes as amended. The District will issue on September 28, 2023, \$1,990,000 of tax exempt bonds (the “Series 2023 Bonds” or “Bonds”) for the purpose of financing infrastructure improvements within an assessment area within the District referred to as Assessment Area Six or Phase 4C. The infrastructure improvements to be financed are referred to as the Phase 4C Project and are more specifically described in the Sixth Supplemental Engineer’s Report dated August 22, 2023, prepared by Poulos and Bennet, Inc., as may be amended and supplemented from time to time (the “Engineer’s Report”). The District anticipates the construction of infrastructure improvements that benefit property owners within Assessment Area Six of the District.

1.1 Purpose

This Supplemental Assessment Methodology for Assessment Area Six (the “Assessment Report”) provides for an assessment methodology that allocates the debt to be incurred by the District to benefiting properties within Assessment Area Six within the District. This Assessment Report allocates the debt to properties based on the special benefits each receives from the Phase 4C Project. This Assessment Report is designed to conform to the requirements of Chapters 190 and 170, Florida Statutes with respect to special assessments and is consistent with our understanding of case law on this subject.

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

1.2 Background

The District currently includes approximately 784 acres located in the City of St. Cloud, Osceola County, Florida. Assessment Area Six comprises 52.27 acres within the District. The development program for Assessment Area Six of the District currently envisions approximately 249 residential units. The proposed development program is depicted in Table 1. It is recognized that such land use plan may change, and this Assessment Report will be modified or supplemented accordingly.

The improvements contemplated by the District in the Phase 4C Project will provide facilities that benefit certain property within the District. Specifically, the District will construct and/or acquire certain stormwater systems, potable water distribution systems, sanitary sewer systems, reclaimed water distribution systems, landscape and hardscape,

and professional fees along with related incidental costs. The acquisition and construction costs are summarized in Table 2.

The assessment methodology is a four-step process.

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

1.3 Special Benefits and General Benefits

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

However, as discussed within this Assessment Report, these general benefits are incidental in nature and are readily distinguishable from the special and peculiar benefits, which accrue to property within Assessment Area Six within the District. The implementation of the Phase 4C Project enables properties within the boundaries of Assessment Area Six within the District to be developed. Without the District's Phase 4C Project, there would be no infrastructure to support development of land within Assessment Area Six within the District. Without these improvements, development of the property within Assessment Area Six of the District would be prohibited by law.

There is no doubt that the general public and property owners outside of Assessment Area Six within the District will benefit from the provision of the Phase 4C Project. However, these benefits will be incidental for the purpose of the Phase 4C Project, which is designed solely to meet the needs of property within Assessment Area Six within the District. Properties outside of Assessment Area Six within the District boundaries do not depend upon the District's Phase 4C Project. The property owners within Assessment Area Six within the District are therefore receiving special benefits not received by those outside Assessment Area Six and outside the District's boundaries.

1.4 Requirements of a Valid Assessment Methodology

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

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

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

1.5 Special Benefits Exceed the Costs Allocated

The special benefits provided to the property owners within the District will be greater than the costs associated with providing these benefits. The District Engineer estimates that the District's Phase 4C Project that is necessary to support full development of Assessment Area Six will cost approximately \$3,424,672.43. However, the District is only financing a portion of the Phase 4C Project with the Series 2023 Bonds. The balance of the Phase 4C Project will be funded with Developer Contributions and/or future bond issue(s). The District's Underwriter has determined that financing costs required to fund a portion of the Phase 4C Project costs, the cost of issuance of the Bonds, the funding of a debt service reserve account and capitalized interest will be \$1,990,000. Without the Phase 4C Project, the property within Assessment Area Six of the District would not be able to be developed and occupied by future residents of the community.

2.0 Assessment Methodology

2.1 Overview

The District will issue on September 28, 2023, \$1,990,000 in Bonds to fund a portion of the District's Phase 4C Project, provide for capitalized interest, a debt service reserve account and pay cost of issuance. It is the purpose of this Assessment Report to allocate the \$1,990,000 in debt to the properties within Assessment Area Six benefiting from the Phase 4C Project.

Table 1 identifies the land uses as identified by the Developer within Assessment Area Six of the District. The District has commissioned an Engineer's Report that includes estimated construction costs for the Phase 4C Project needed to support the development, which these construction costs are outlined in Table 2. The improvements needed to support the development are described in detail in the Engineer's Report and are estimated to cost \$3,424,672.43. Based on the estimated costs, the size of the bond issue under current market conditions needed to generate funds to pay for a portion of the Phase 4C Project and related costs has been determined by the District's Underwriter to total \$1,990,000. Any additional funds needed to complete the Phase 4C Project will be funded by developer contributions or future bond issues. Table 3 shows the breakdown of the bond sizing.

2.2 Allocation of Debt

Allocation of debt is a continuous process until the development plan is completed. A fair and reasonable methodology allocates the debt incurred by the District proportionately to the properties receiving the special benefits. The Phase 4C Project funded by the District's Series 2023 Bonds will benefit all property within Assessment Area Six.

The initial assessments will be levied to all acres within Assessment Area Six within the District on an equal acreage basis, which are the beneficiaries of the Phase 4C Project, as depicted in Table 5 and Table 6. If there are changes to development plan, a true up of the assessment will be calculated to determine if a debt reduction or true-up payment from the Developer is required. The process is outlined in Section 3.0.

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

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

2.3 Allocation of Benefit

The Phase 4C Project consists of certain stormwater systems, potable water distribution systems, sanitary sewer systems, reclaimed water distribution systems, landscape and hardscape, and professional fees along with related incidental costs. There are currently four product types within the planned development of Assessment Area Six. The single family 50' home has been set as the base unit and has been assigned one equivalent residential unit ("ERU") as represented in the Master Assessment Report. Table 4 shows the allocation of benefit to the particular land uses. It is important to note that the benefit derived from the Phase 4C Project on the particular units exceeds the cost that the units will be paying for such benefits.

2.4 Lienability Test: Special and Peculiar Benefit to the Property

Construction and/or acquisition by the District of its proposed Phase 4C Project will provide several types of systems, facilities and services for its residents. These include construct and/or acquire certain stormwater systems, potable water distribution systems, sanitary sewer systems, reclaimed water distribution systems, landscape and hardscape,

and professional fees along with related incidental costs. These improvements accrue in differing amounts and are somewhat dependent on the type of land use receiving the special benefits peculiar to those properties, which flow from the logical relationship of the improvements to the properties.

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

For the provision of the Phase 4C Project, the special and peculiar benefits are:

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

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

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

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

The determination has been made that the duty to pay the non-ad valorem special assessments is fairly and reasonably apportioned because the special and peculiar benefits to the property derived from the acquisition and/or construction of the Phase 4C Project have been apportioned to the property within the District according to reasonable estimates of the special and peculiar benefits provided consistent with the land use categories.

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

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

3.0 True Up Mechanism

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

4.0 Assessment Roll

The District will initially distribute liens on an equal acreage basis to all acres within Assessment Area Six. If the land use plan changes, then the District will update Table 6 to reflect the changes as part of the foregoing true-up process. As a result, the assessment liens are neither fixed nor are they determinable with certainty on any acre of land in Assessment Area Six of the District prior to the time final Assigned Properties become known. The current assessment roll is attached as Table 7.

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

Land Use	Phase 4C	Total Units*	ERUs per Unit (1)	Total ERUs
Townhouse	90	90	0.60	54
Single Family - 32'	25	25	0.65	16
Single Family - 40'	102	102	0.80	82
Single Family - 50'	32	32	1.00	32
Total Units	249	249		184

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

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

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

Phase 4C Project Capital Improvement Plan ("CIP") (1)	Total Cost Estimate
Stormwater Systems	\$912,268.59
Potable Water Distribution System	\$538,257.07
Sanitary Sewer System	\$601,476.93
Reclaimed Water Distribution System	\$357,248.34
Landscape & Hardscape	\$298,000.00
Professional Fees	\$270,725.09
Inspection, Survey, and Testing	\$135,362.55
Contingency	\$311,333.86
Total	\$3,424,672.43

(1) A detailed description of these improvements is provided in the Sixth Supplemental Engineer's Report dated August 22, 2023

Prepared by: Governmental Management Services - Central Florida, LLC

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

Series 2023 Bonds

Sources	Amount
Par Amount	\$1,990,000
Original Issue Discount	(\$3,254.40)
Total Sources	\$1,986,746

Uses	Amount
Construction Funds	\$1,561,326
Debt Service Reserve	\$71,154
Capitalized Interest	\$124,002
Underwriters Discount	\$39,800
Cost of Issuance	\$190,463
Total Uses	\$1,986,746

Bond Assumptions:

Average Coupon Rate	5.82%
Amortization	30 years
Capitalized Interest	Thru 11/1/2024
Debt Service Reserve	50% Max Annual
Underwriters Discount	2%

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

Land Use	No. of Units *	ERU Factor	Total ERUs	% of Total ERUs	Total Improvement Costs Per Product Type	Improvements Per Unit
Townhouse	90	0.60	54.00	29.37%	\$1,005,887	\$11,177
Single Family - 32'	25	0.65	16.25	8.84%	\$302,697	\$12,108
Single Family - 40'	102	0.80	81.60	44.38%	\$1,520,007	\$14,902
Single Family - 50'	32	1.00	32.00	17.41%	\$596,081	\$18,628
Totals	249		184	100.00%	\$3,424,672	

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

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

Land Use	No. of Units *	% of Total ERUs	Improvements Costs Per Product Type	Allocation of Par Debt Per Product Type	Par Debt Per Unit
Townhouse	90	29.37%	\$1,005,887	\$584,498	\$6,494
Single Family - 32'	25	8.84%	\$302,697	\$175,891	\$7,036
Single Family - 40'	102	44.38%	\$1,520,007	\$883,242	\$8,659
Single Family - 50'	32	17.41%	\$596,081	\$346,369	\$10,824
Totals	249	100%	\$3,424,672	\$1,990,000	

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

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

Land Use	No. of Units *	Allocation of Par Debt Per Product Type	Total Par Debt Per Unit	Maximum Annual Debt Service	Net Annual Debt Assessment Per Unit	Gross Annual Debt Assessment Per Unit (1)
Townhouse	90	\$584,498.23	\$6,494.42	\$41,798.23	\$464.42	\$494.07
Single Family - 32'	25	\$175,890.67	\$7,035.63	\$12,578.17	\$503.13	\$535.24
Single Family - 40'	102	\$883,241.77	\$8,659.23	\$63,161.77	\$619.23	\$658.76
Single Family - 50'	32	\$346,369.32	\$10,824.04	\$24,769.32	\$774.04	\$823.45
Totals	249	\$1,990,000.00		\$142,307.50		

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

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

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

Owner	Property*	Acres	Par Debt Per Acre	Total Par Debt Allocated	Net Annual Debt Assessment Allocation	Gross Annual Debt Assessment Allocation (1)
PULTE HOME COMPANY LLC	Assessment Area Six	52.27	\$38,071.55	\$1,990,000.00	\$142,307.50	\$151,390.96
Total				\$1,990,000.00	\$142,307.50	\$151,390.96

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

Annual Assessment Periods	30
Average Coupon Rate (%)	5.82%
Maximum Annual Debt Service	\$142,308

*See legal description attached as Exhibit A

Prepared by: Governmental Management Services - Central Florida, LLC

Exhibit A

PHASE 4C

A portion of Blocks 26, 27, 30 and 31, FLORIDA DRAINED LAND COMPANY'S SUBDIVISION No. 1, as recorded in Plat Book B, Pages 65 and 66 of the Public Records of Osceola County, Florida being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of Section 5, Township 26 South, Range 30 East, Osceola County, Florida; thence run $N00^{\circ}12'35''E$ along the West line of said Southwest 1/4, a distance of 47.83 feet to the POINT OF BEGINNING; thence run $N19^{\circ}52'22''E$, a distance of 348.40 feet to a point on a Non-Tangent curve, concave to the Northeast, having a Radius of 2,190.00 feet and a Central Angle of $02^{\circ}01'29''$; thence run Southeasterly along the arc of said curve, a distance of 77.39 feet (Chord Bearing = $S64^{\circ}18'20''E$, Chord = 77.39 feet); thence run $N19^{\circ}52'22''E$, a distance of 150.00 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 8,959.75 feet and a Central Angle of $00^{\circ}14'33''$; thence run Northerly along the arc of said curve, a distance of 37.93 feet (Chord Bearing = $N20^{\circ}59'10''E$, Chord = 37.93 feet) to a point on a Non-Tangent curve, concave to the Southeast, having a Radius of 22,536.83 feet and a Central Angle of $01^{\circ}56'36''$; thence run Northeasterly along the arc of said curve, a distance of 764.43 feet (Chord Bearing = $N25^{\circ}44'37''E$, Chord = 764.39 feet); thence run $S65^{\circ}05'57''E$, a distance of 567.05 feet; thence run $S86^{\circ}56'11''E$, a distance of 674.54 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 3,769.00 feet and a Central Angle of $04^{\circ}17'56''$; thence run Southerly along the arc of said curve, a distance of 282.78 feet (Chord Bearing = $S01^{\circ}43'49''E$, Chord = 282.71 feet) to a point on the boundary of Tract LS-1, TOHOQUA – PHASE 4A, as recorded in Plat Book 30, Pages 124 through 129 of the Public Records of Osceola County, Florida; thence along the boundary of said Tract LS-1 the following eight (8) courses: run $S86^{\circ}07'07''W$, a distance of 9.94 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 3,779.00 feet and a Central Angle of $00^{\circ}25'10''$; thence run Northerly along the arc of said curve, a distance of 27.66 feet (Chord Bearing = $N03^{\circ}40'18''W$, Chord = 27.66 feet); thence run $S86^{\circ}06'06''W$, a distance of 59.00 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 3,838.00 feet and a Central Angle of $00^{\circ}37'51''$; thence run Southerly along the arc of said curve, a distance of 42.26 feet (Chord Bearing = $S03^{\circ}47'03''E$, Chord = 42.26 feet) to a Point of Compound Curve, concave to the East, having a Radius of 1,258.00 feet and a Central Angle of $00^{\circ}45'45''$; thence run Southerly along the arc of said curve, a distance of 16.74 feet (Chord Bearing = $S04^{\circ}28'51''E$, Chord = 16.74 feet); thence run $N86^{\circ}06'06''E$, a distance of 59.01 feet to a point on a Non-

Tangent curve, concave to the East, having a Radius of 1,199.00 feet and a Central Angle of 00°27'35"; thence run Northerly along the arc of said curve, a distance of 9.62 feet (Chord Bearing = N04°40'47"W, Chord = 9.62 feet); thence run N85°33'00"E, a distance of 9.94 feet to a point on a Non-Tangent curve, concave to the East, having a Radius of 1,189.00 feet and a Central Angle of 05°06'24"; thence run Southerly along the arc of said curve, a distance of 105.97 feet (Chord Bearing = S06°59'51"E, Chord = 105.94 feet); to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 25.00 feet and a Central Angle of 83°45'32"; thence run Southwesterly along the arc of said curve, a distance of 36.55 feet (Chord Bearing = S37°29'28"W, Chord = 33.38 feet); thence run S79°22'14"W, a distance of 1.95 feet; thence run S10°37'46"E, a distance of 54.00 feet; thence run N79°22'14"E, a distance of 328.32 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 25.00 feet and a Central Angle of 39°14'47"; thence run Easterly along the arc of said curve, a distance of 17.12 feet (Chord Bearing = S83°18'22"E, Chord = 16.79 feet); thence run S79°22'14"W, a distance of 427.57 feet to a point on a Non-Tangent curve, concave to the South, having a Radius of 1,653.76 feet and a Central Angle of 15°27'19"; thence run Westerly along the arc of said curve, a distance of 446.10 feet (Chord Bearing = S71°38'50"W, Chord = 444.75 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 55°48'06"; thence run Southerly along the arc of said curve, a distance of 24.35 feet (Chord Bearing = S00°35'22"E, Chord = 23.40 feet) to a Point of Compound Curve, concave to the Northeast, having a Radius of 470.00 feet and a Central Angle of 02°07'01"; thence run Southeasterly along the arc of said curve, a distance of 17.36 feet (Chord Bearing = S29°32'55"E, Chord = 17.36 feet); thence run S58°02'45"W, a distance of 60.01 feet to a point on a Non-Tangent curve, concave to the Northeast, having a Radius of 530.00 feet and a Central Angle of 14°29'12"; thence run Southeasterly along the arc of said curve, a distance of 134.00 feet (Chord Bearing = S38°00'10"E, Chord = 133.65 feet) to the Point of Tangency; thence run S45°14'46"E, a distance of 413.66 feet to a point on a Non-Tangent curve, concave to the Southeast, having a Radius of 489.73 feet and a Central Angle of 03°30'06"; thence run Southwesterly along the arc of said curve, a distance of 29.93 feet (Chord Bearing = S37°45'54"W, Chord = 29.92 feet); thence run S37°49'54"W, a distance of 117.74 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 591.31 feet and a Central Angle of 29°16'54"; thence run Southwesterly along the arc of said curve, a distance of 302.20 feet (Chord Bearing = S56°01'53"W, Chord = 298.92 feet) to a point on a Non-Tangent curve, concave to the Southeast, having a Radius of 401.44 feet and a Central Angle of 36°49'07"; thence run Southwesterly along the arc of said curve, a distance of 257.97 feet (Chord Bearing = S55°06'29"W, Chord = 253.55 feet); thence run S35°26'24"W, a distance of 191.21 feet a point on the North Right of

Way line of Southbury Drive as described in Official Records Book 4010, Page 2871 of the Public Records of Osceola County, Florida, said point being on a Non-Tangent curve, concave to the Southwest, having a Radius of 2,040.00 feet and a Central Angle of $05^{\circ}27'47''$; thence run Northwesterly along the arc of said curve, a distance of 194.51 feet (Chord Bearing = $N52^{\circ}15'35''W$, Chord = 194.44 feet) to a point on a Non-Tangent curve, concave to the Southwest, having a Radius of 2,124.00 feet and a Central Angle of $19^{\circ}54'11''$; thence run Northwesterly along the arc of said curve, a distance of 737.82 feet (Chord Bearing = $N64^{\circ}38'28''W$, Chord = 734.12 feet) to a Point of Reverse Curve, concave to the North, having a Radius of 1,951.00 feet and a Central Angle of $08^{\circ}18'12''$; thence run Westerly along the arc of said curve, a distance of 282.74 feet (Chord Bearing = $N70^{\circ}26'27''W$, Chord = 282.49 feet) to Point "A" for reference, said point being on a Non-Tangent curve, concave to the North, having a Radius of 10.00 feet and a Central Angle of $91^{\circ}30'05''$; thence run Easterly along the arc of said curve, a distance of 15.97 feet (Chord Bearing = $N67^{\circ}57'36''E$, Chord = 14.33 feet) to the Point of Tangency; thence run $N22^{\circ}12'33''E$, a distance of 246.77 feet; thence run $N19^{\circ}52'22''E$, a distance of 58.16 feet to the POINT OF BEGINNING.

Containing 49.71 acres, more or less.

TOGETHER WITH:

Commence at Point "A" as described above; thence run $S06^{\circ}40'57''W$, a distance of 97.06 feet to the POINT OF BEGINNING, said point being on a curve concave to the North, and having a Radius of 2044.00 feet and a Central Angle of $07^{\circ}30'24''$; thence run Southeasterly along the arc of said curve a distance of 267.79 feet (Chord Bearing = $S70^{\circ}50'21''E$, Chord = 267.60 feet) to a Point of Reverse Curve, concave to the Southwest, having a Radius of 2,031.00 feet and a Central Angle of $15^{\circ}48'39''$; thence run Southeasterly along the arc of said curve, a distance of 560.46 feet (Chord Bearing = $S66^{\circ}41'14''E$, Chord = 558.68 feet); thence run $S35^{\circ}26'14''W$, a distance of 96.27 feet to the Point of Curvature of a curve concave to the North, having a Radius of 45.00 feet and a Central Angle of $84^{\circ}14'44''$; thence run Westerly along the arc of said curve, a distance of 66.17 feet (Chord Bearing = $S77^{\circ}33'36''W$, Chord = 60.36 feet) to a Point of Reverse Curve, concave to the Southwest, having a Radius of 1,894.00 feet and a Central Angle of $14^{\circ}16'43''$; thence run Northwesterly along the arc of said curve, a distance of 472.00 feet (Chord Bearing = $N67^{\circ}27'24''W$, Chord = 470.78 feet) to a point on a Non-Tangent curve, concave to the North, having a Radius of 2,409.84 feet and a Central Angle of $07^{\circ}24'49''$; thence run Westerly along the arc of said curve, a distance of 311.81 feet (Chord Bearing = $N70^{\circ}16'31''W$, Chord = 311.59 feet);

thence run N23°34'50"E, a distance of 20.00 feet to a point on a Non-Tangent curve, concave to the North, having a Radius of 25.00 feet and a Central Angle of 90°10'58"; thence run Easterly along the arc of said curve, a distance of 39.35 feet (Chord Bearing = N68°29'21"E, Chord = 35.41 feet) to the Point of Tangency; thence run N23°23'51"E, a distance of 90.87 feet to the POINT OF BEGINNING.

Containing 2.56 acres, more or less.

SECTION VI

SECTION A

**TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
PHASE 4C (PHASE 4C PROJECT) BONDS
PHASE 4C (PHASE 4C PROJECT)**

(Acquisition and Construction)

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 National Association, as trustee (the "Trustee"), dated as of February 1, 2018, as supplemented by that certain Sixth Supplemental Trust Indenture dated as September 1, 2023 (collectively, the "Indenture") (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **Requisition No. 1**
- (B) Identify Acquisition Agreement, if applicable; **Phase 4C (Phase 4C Project) Bonds;**
- (C) Name of Payee pursuant to Acquisition Agreement: Pulte Group
- (D) Amount Payable: **\$178,931.05**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):
The enclosed Requisition No. 1 Includes Costs Associated with the following portions of development located within Phase 4C:
 - **Construction Costs (See Table 1)**
 - **Phase 4C Infrastructure**
- (F) Fund or Account and subaccount, if any, from which disbursement to be made:
Phase 4C 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 Phase 4C (Phase 4C Project) Special Assessments;
3. Each disbursement set forth above was incurred in connection with the Cost of the Phase 4C Project; and
4. Each disbursement represents a cost of the Phase 4C Project which has not previously been paid.

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 are on file with the District.

TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 9/28/23

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Phase 4C Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Eric E Warren



Digitally signed by Eric E Warren
DN: CN=Eric E Warren,
o=Qualife=A01410C000001807691A8940009725A,
C=Florida, C=US
Date: 2023.09.28 10:01:24-04'00'

Consulting Engineer

SECTION B

Tohoqua Community Development District

PHASE 4C (PHASE 4C PROJECT)
ACQUISITION & REQUISITION #1

Prepared For

Tohoqua Community Development District

Date

September 27, 2023

POULOS & BENNETT

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

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Requisition No. 1

Requisition No. 1 Summary

Requisition No. 1 for Disbursement

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Exhibit 2: Phase 4C Potable Water Distribution System

Section 3

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Exhibit B: Contractor Construction Lien Release Phase 4C

Exhibit C: Potable Water Partial Clearance Phase 4C

Section 1
Requisition No. 1

REQUISITION NO. 1 SUMMARY

Tohoqua Community Development District (CDD) Acquisition & Requisition Request No. 1 is detailed in the following report. The plat for Phase 4C has not been recorded.

Requisition No. 1 includes the reimbursement request from Pulte Group for Phase 4C per Exhibit 12 capital improvement costs of the Sixth Supplemental CDD Engineer's Report as dated August 22, 2023. The request includes the following infrastructure:

- Facilities (See Exhibit 2)
 - Partial Potable Water System

Please note Table 1 and the Exhibit referenced above provide additional details on costs, scope, and percentage of applicable costs which applies to the Phase 4C Project.

Table 1 provides a summary of the percentage that is reimbursable based on CDD infrastructure related to the above facilities. Requisition No. 1 includes a portion of the construction costs paid by Pulte Group to Jon M. Hall Company, Inc. based on Pay Application No. 22-6-4-18A dated August 25, 2023 for Phase 4C as reviewed by Poulos & Bennett, LLC.

**TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
PHASE 4C (PHASE 4C PROJECT) BONDS
PHASE 4C (PHASE 4C PROJECT)**

(Acquisition and Construction)

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 National Association, as trustee (the “Trustee”), dated as of February 1, 2018, as supplemented by that certain Sixth Supplemental Trust Indenture dated as September 1, 2023 (collectively, the “Indenture”) (all capitalized terms used herein shall have the meaning ascribed to such term in the Indenture):

- (A) Requisition Number: **Requisition No. 1**
- (B) Identify Acquisition Agreement, if applicable; **Phase 4C (Phase 4C Project) Bonds;**
- (C) Name of Payee pursuant to Acquisition Agreement: Lennar Homes, LLC
- (D) Amount Payable: **\$178,931.05**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

The enclosed Requisition No. 1 Includes Costs Associated with the following portions of development located within Phase 4C:

- **Construction Costs (See Table 1)**
 - **Phase 4C Infrastructure**

- (F) Fund or Account and subaccount, if any, from which disbursement to be made:

Phase 4C 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 Phase 4C (Phase 4C Project) Special Assessments;
3. Each disbursement set forth above was incurred in connection with the Cost of the Phase 4C Project; and
4. Each disbursement represents a cost of the Phase 4C Project which has not previously been paid.

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 are on file with the District.

TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT

By: 
Responsible Officer

Date: 9/28/23

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Phase 4C Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Eric E Warren 
Digitally signed by Eric E Warren
DN: CN=Eric E Warren,
o=Qualife=A01410C000001807691A8940009725A,
C=Florida, C=US
Date: 2023.09.28 10:01:24-04'00'

Consulting Engineer



TABLE 1
 Tohoqua Community Development District
 Phase 4C
 Summary of Costs for Requisition #1
 September 27, 2023

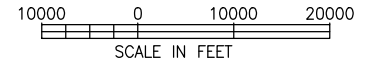
DESCRIPTION	TOTAL AMOUNT	REQ #1 QTY	UNIT	UNIT COST	REQ #1 AMOUNT	REQ #1 %
Potable Water Distribution System						
8" PVC Watermain	\$ 301,810.52	2,202	LF	\$ 43.69	\$ 96,205.38	31.9%
Fire Hydrant Assembly	\$ 107,217.45	5	EA	\$ 7,147.83	\$ 35,739.15	33.3%
Fittings & Restraints	\$ 85,006.13	1	LS	\$ 24,325.00	\$ 24,325.00	28.6%
8" Gate Valve	\$ 65,151.87	8	EA	\$ 2,832.69	\$ 22,661.52	34.8%
Subtotal	\$ 559,185.97			Subtotal	\$ 178,931.05	32.0%

Phase 4C Total \$ 178,931.05

Section 2
Infrastructure Exhibits

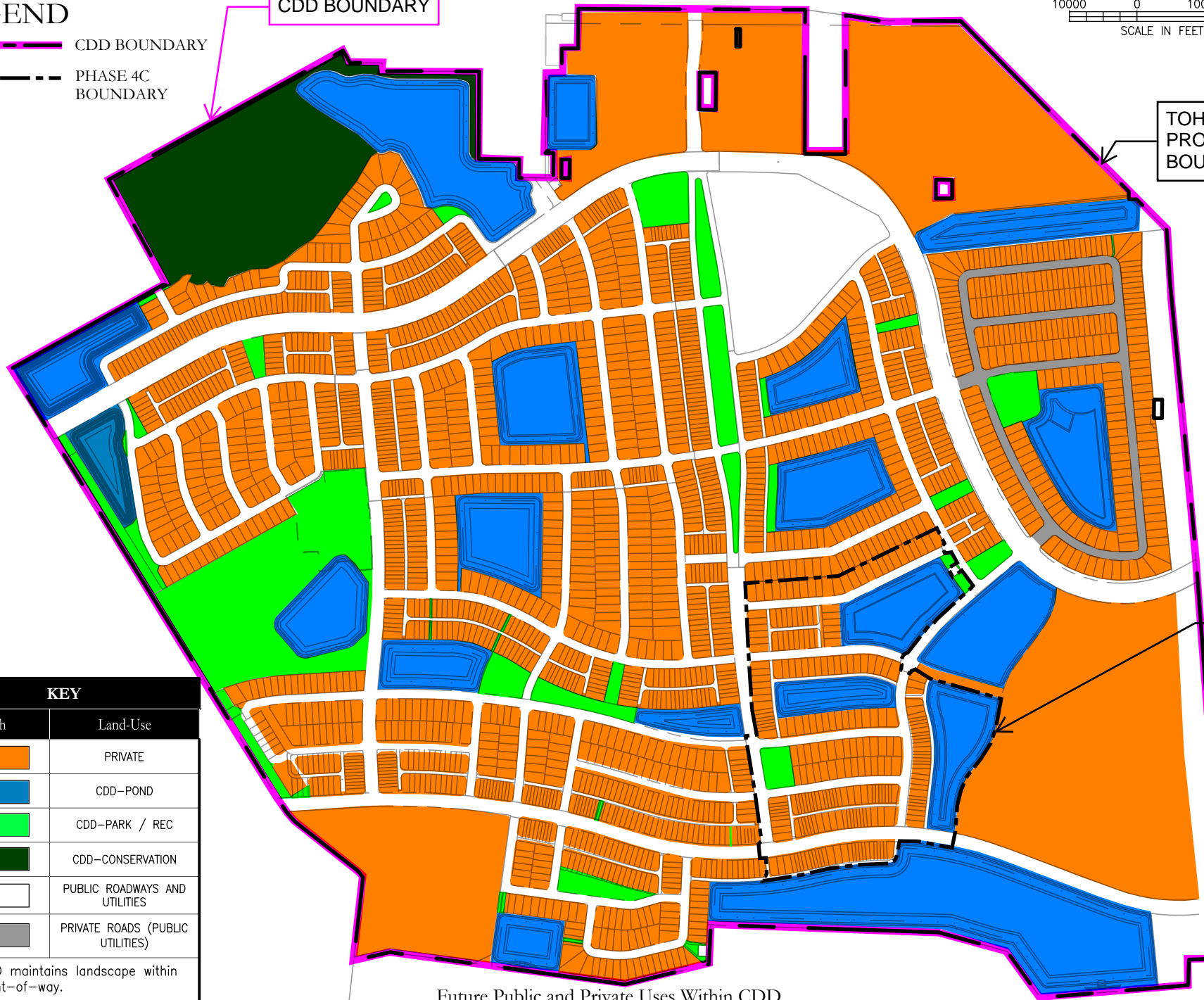
LEGEND





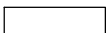

-  CDD BOUNDARY
-  PHASE 4C BOUNDARY



TOHOQUA
PROPERTY
BOUNDARY

TOHOQUA
PHASE 4C
BOUNDARY

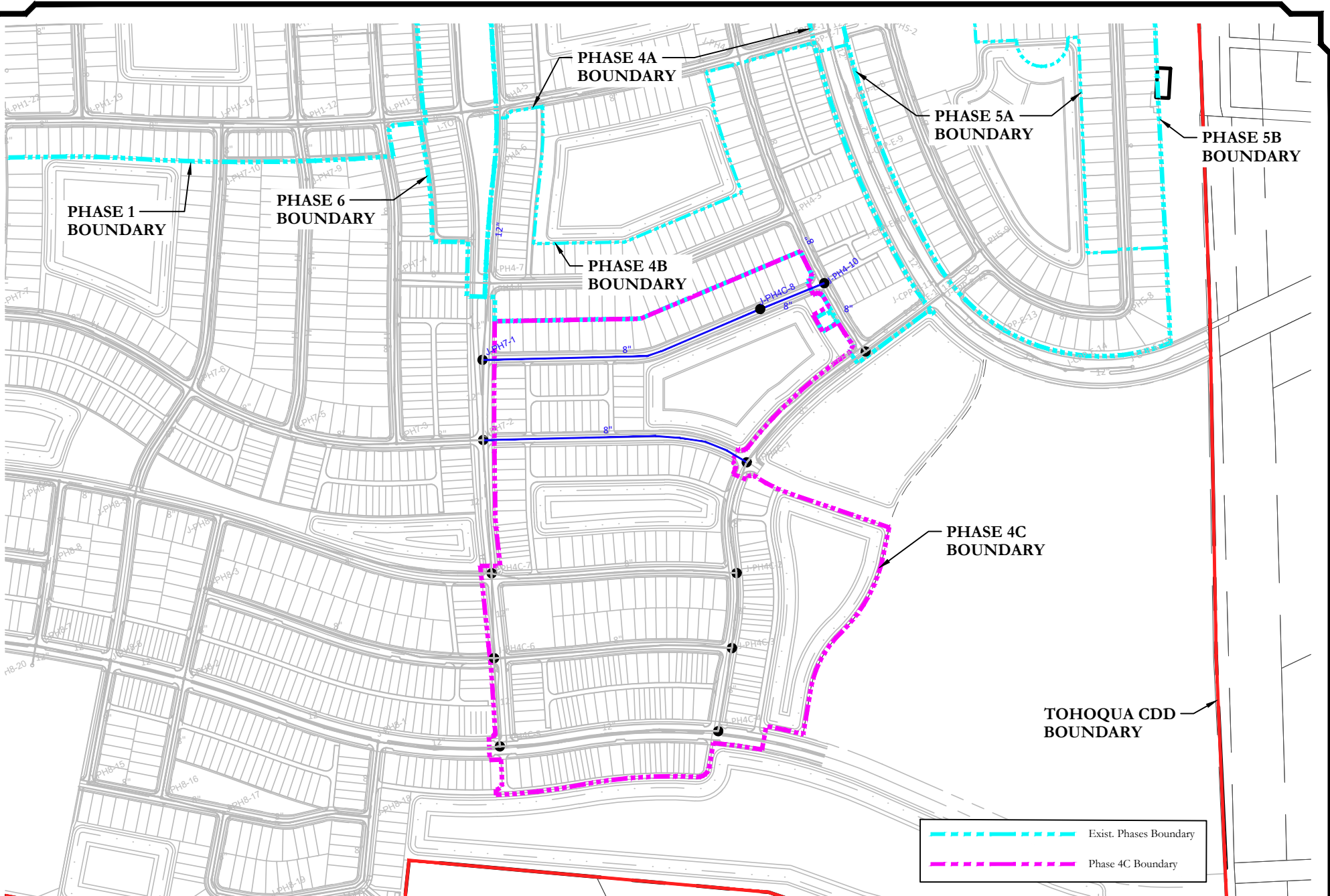


KEY	
Hatch	Land-Use
	PRIVATE
	CDD-POND
	CDD-PARK / REC
	CDD-CONSERVATION
	PUBLIC ROADWAYS AND UTILITIES
	PRIVATE ROADS (PUBLIC UTILITIES)

NOTE: CDD maintains landscape within public right-of-way.

Future Public and Private Uses Within CDD

Tohoqua - Community Development District



Potable Water Distribution System

Tohoqua CDD

POULOS & BENNETT

	Exist. Phases Boundary
	Phase 4C Boundary

500 0 500 1000

SCALE IN FEET

Exhibit 2

Section 3
Supplemental Documents

**Exhibit A
Contractor Construction Pay Application Phase 4C**

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Pulte Group - 1045 4901 Vineland Road, Suite 500 Orlando FL 32811	PROJECT: 22006 Tohoqua PH 4C WO# 01 LDA# 410-8015	APPLICATION NO.: 22-6-4-18A APPLICATION DATE: 08/25/23 PERIOD TO: 08/31/23	DISTRIBUTION TO: ___ Engineer ___ OWNER
FROM CONTRACTOR: Jon M. Hall Company 1400 Martin Luther King Jr Blvd Sanford FL 32771 Ph: 407-215-0410 Fax: 407-215-0411	VIA ENGINEER: Poulos & Bennett, LLC 2602 E. Livingston St. Orlando, FL. 32803 407-487-2594	CONTRACT DATE:	Pulte Group 1045

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the contract.
Continuation sheets, as applicable, are attached.

1. ORIGINAL CONTRACT SUM	\$ 7,492,655.74
2. Net change by Change Orders	2,321,645.73
3. Contract Sum To Date (line 1+2)	\$ 9,814,301.47
4. TOTAL COMPLETED AND STORED TO DATE	\$ 8,674,299.57
(Column G on individual sheets)	
5. RETAINAGE:	
a. <u>5%</u> of completed work	\$ 433,714.98
6. TOTAL EARNED LESS RETAINAGE	\$ 8,240,584.60
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS PAYMENTS	\$ 8,010,723.41
(Line 6 from prior Application)	
8. CURRENT PAYMENT DUE	\$ 229,861.19
9. BALANCE TO FINISH, INCL. RETAINAGE	
(Line 3 less Line 6)	\$ 1,573,716.87

The undersigned Contractor certifies that to the best of the Contractors knowledge, information and belief the Work covered by this Application for payment has been completed in accordance with the contract documents and that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Jon M. Hall Company
By: [Signature] Date: August 25, 2023
Noy Rivers, President

State of: Florida
County of: Seminole

Subscribed and sworn to before me
this 25 th day of August, 2023.

[Signature]
Notary Public
My Commission expires :



ENGINEER'S OPINION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observation and the data comprising this application, the Engineer opines to the Owner that to the best of the Engineer's knowledge, information and belief, the work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Opined.

AMOUNT OPINIONED 229,861.19 Date: 8/29/2023
(Attach explanation if amount opinioned differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to the amount opinioned.)

Engineer : Paul Negron Date: 8/29/2023
By: _____

CHANGE ORDER SUMMARY	ADDITION	DEDUCTIONS
Total changes approved in previous months by owner	2,321,645.73	
Total approved this month		
TOTALS	2,321,645.73	-
NET CHANGES by Change Order	\$2,321,645.73	

Vendor: Jon M Hall Company (451JON100)
Community: 8015 Tohoqua PH 4C
Division Code: 1045 Work Order # 001
Project #: 410-8015
Contract Date: 5/9/2022

APPLICATION NO.:	22-6-4-18A
APPLICATION DATE:	8/25/2023
PERIOD TO:	8/31/2023

Summary of Coding													
Cost Code	Description	WO# 001				CO # 1				Overall Contract Totals			
		Contract Amount	Amount Previous Application	Amount This Period	Remaining To Finish	Contract Amount	Amount Previous Application	Amount This Period	Remaining To Finish	Contract Amount	Amount Previous Application	Amount This Period	Remaining To Finish
10400	Clearing	\$ 47,424.00	\$ 47,424.00	\$ -	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ 47,424.00	\$ 47,424.00	\$ -	\$ -
10416	Earthwork	\$ 1,744,476.54	\$ 1,702,004.54	\$ 8,100.00	\$ 34,372.00	\$ -	\$ -	\$ -	\$ -	\$ 1,744,476.54	\$ 1,702,004.54	\$ 8,100.00	\$ 34,372.00
10438	Sanitary Sewer	\$ 981,636.20	\$ 981,636.20	\$ -	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ 1,406,637.17	\$ 1,360,315.22	\$ 8,030.00	\$ 38,291.95
10442	Storm Sewer	\$ 1,249,007.70	\$ 1,249,007.70	\$ -	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ 2,437,107.14	\$ 2,206,626.88	\$ 73,351.38	\$ 157,128.88
10444	Potable Water	\$ 823,547.20	\$ 823,547.20	\$ -	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ 914,993.97	\$ 799,584.65	\$ -	\$ 115,409.32
10448	Reclaimed Water	\$ 519,553.60	\$ 519,553.60	\$ -	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ 702,961.53	\$ 808,387.46	\$ -	\$ (105,425.93)
10452	Retaining Walls	\$ -	\$ -	\$ -	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10458	Paving / Roadway / Signs	\$ 2,127,010.50	\$ 2,127,010.50	\$ -	\$ 0.00	\$ 98,121.55	\$ 98,121.55	\$ -	\$ -	\$ 2,479,756.52	\$ 1,410,300.09	\$ 152,477.76	\$ 916,978.67
10468	Electrical	\$ -	\$ -	\$ -	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ 108,968.60	\$ 97,697.60	\$ -	\$ 11,271.00
10494	Offsites	\$ -	\$ -	\$ -	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Totals:	\$ 7,492,655.74	\$ 7,450,183.74	\$ 8,100.00	\$ 34,372.00	\$ 98,121.55	\$ 98,121.55	\$ -	\$ -	\$ 9,842,325.47	\$ 8,432,340.43	\$ 241,959.14	\$ 1,168,025.90
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Retainage:	\$ 421,617.02	\$ 12,097.96	\$ 58,401.29
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Net Invoice:	\$ 229,861.18
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Cost Code	Description	CO # 2				CO # 3				CO # 4			
		Contract Amount	Amount Previous Application	Amount This Period	Remaining To Finish	Contract Amount	Amount Previous Application	Amount This Period	Remaining To Finish	Contract Amount	Amount Previous Application	Amount This Period	Remaining To Finish
10438	Sewer	\$ 356,496.11	\$ 315,583.40	\$ 8,030.00	\$ 32,882.71	\$ 68,504.86	\$ 63,095.62	\$ -	\$ 5,409.24	\$ -	\$ -	\$ -	\$ -
10442	Storm	\$ 1,012,369.94	\$ 917,253.93	\$ 73,278.33	\$ 21,837.68	\$ 40,000.00	\$ 40,000.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10444	Water	\$ 13,456.47	\$ (101,952.85)	\$ -	\$ 115,409.32	\$ 77,990.30	\$ 77,990.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10448	Reclaimed Water Distribution	\$ 103,949.78	\$ 86,449.28	\$ -	\$ 17,500.51	\$ 12,102.58	\$ 12,102.58	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10458	Paving / Roadway / Signs	\$ 183,069.21	\$ (818,842.14)	\$ 152,477.76	\$ 849,433.59	\$ 15,507.26	\$ 4,010.18	\$ -	\$ 11,497.08	\$ -	\$ -	\$ -	\$ -
10468	Electrical	\$ -	\$ -	\$ -	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ 108,968.60	\$ 97,697.60	\$ -	\$ 11,271.00
10494	Offsite Other	\$ -	\$ -	\$ -	\$ 0.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Totals:	\$ 1,669,341.51	\$ 398,491.61	\$ 233,786.09	\$ 1,037,063.81	\$ 214,105.00	\$ 197,198.68	\$ -	\$ 16,906.32	\$ 108,968.60	\$ 97,697.60	\$ -	\$ 11,271.00
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Cost Code	Description	CO # 5				CO # 6				CO # 7			
		Contract Amount	Amount Previous Application	Amount This Period	Remaining To Finish	Contract Amount	Amount Previous Application	Amount This Period	Remaining To Finish	Contract Amount	Amount Previous Application	Amount This Period	Remaining To Finish
10442	Storm	\$ 51,035.00	\$ 365.25	\$ 73.05	\$ 50,596.70	\$ 84,694.50	\$ -	\$ -	\$ 84,694.50	\$ -	\$ -	\$ -	\$ -
10448	Reclaimed Water Distribution	\$ 67,355.57	\$ 190,282.00	\$ -	\$ -122,926.43	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Totals:	\$ 118,390.57	\$ 190,647.25	\$ 73.05	\$ (72,329.73)	\$ 112,718.50	\$ -	\$ -	\$ 112,718.50	\$ 28,024.00	\$ -	\$ -	\$ 28,024.00
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Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

22006
Tohoqua PH 4C
WO# 01 LDA# 410-8015

Application No: **22-6-4-18A**
Application Date: 08/25/23
Period To: 08/31/23

A	A	B	C	D	E	F	G	H	I		K	L	M	N
									WORK COMPLETED					
PULTE LDA CODE	BID ITEM NO.	DESCRIPTION OF WORK	QTY	U/M	Unit Price	SCHEDULED VALUE (C*E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	AMOUNT PREVIOUS APPLICATION (E*G)	AMOUNT THIS PERIOD (E*H)	COMPLETED AND STORED TO DATE (I+J)	% (K/F)	REMAINING TO FINISH (F-K)	RETAINAGE (K*.5)
01 MOBILIZATION & GENERAL CONDITIONS														
10416	10030	Jobsite Facilities	1.00	LS	15,500.00	15,500.00	1.000		15,500.00	0.00	15,500.00	100%	0.00	775.00
10416	10040	Supervision	1.00	LS	90,100.00	90,100.00	1.00		90,100.00	0.00	90,100.00	100%	0.00	4,505.00
10416	10050	Geotechnical Testing	1.00	LS	39,410.00	39,410.00	1.00		39,410.00	0.00	39,410.00	100%	0.00	1,970.50
10416	10060	79g Lot Testing	249.00	EA	162.00	40,338.00	118.00	50.00	19,116.00	8,100.00	27,216.00	67%	13,122.00	1,360.80
10416	10070	Survey & As-Builts	1.00	LS	88,200.00	88,200.00	1.00		88,200.00	0.00	88,200.00	100%	0.00	4,410.00
10416	10080	Mobilization	1.00	LS	131,189.40	131,189.40	1.00		131,189.40	0.00	131,189.40	100%	0.00	6,559.47
10416	10090	Construction Entrance	1.00	EA	6,530.00	6,530.00	1.00		6,530.00	0.00	6,530.00	100%	0.00	326.50
10416	10100	Silt Fence	8,080.00	LF	1.30	10,504.00	8,080.00		10,504.00	0.00	10,504.00	100%	0.00	525.20
10416	10110	SWPPP Permit & Monitoring	1.00	LS	7,149.34	7,149.34	1.00		7,149.34	0.00	7,149.34	100%	0.00	357.47
		MOB & GENERAL CONDITIONS Subtotal				428,920.74			407,698.74	8,100.00	415,798.74	97%	13,122.00	20,789.94
02 CLEAR, GRUB & STRIP														
10400	10120	Disk Site (Open Areas)	51.68	ACR	390.00	20,155.20	51.68		20,155.20	0.00	20,155.20	100%	0.00	1,007.76
10400	10130	Clear, Grub, And Disk Site (Burn Onsite)	5.52	ACR	4,940.00	27,268.80	5.52		27,268.80	0.00	27,268.80	100%	0.00	1,363.44
		02 Clear, Grub & Strip Subtotal				47,424.00			47,424.00	0.00	47,424.00	100%	0.00	2,371.20
03 EARTHWORK														
10416	10140	Dewatering	213,339.00	CY	1.05	224,005.95	213,339.00		224,005.95	0.00	224,005.95	100%	0.00	11,200.30
10416	10150	Strip Surficial Unsuitables & Stockpile For Future Disposal	43,484.00	BCY	1.80	78,271.20	43,484.00		78,271.20	0.00	78,271.20	100%	0.00	3,913.56
10416	10160	Site Excavation (Cut To Fill)	2,257.00	BCY	2.65	5,981.05	2,257.00		5,981.05	0.00	5,981.05	100%	0.00	299.05
10416	10170	Pond Excavation (Cut To Fill)	89,265.00	BCY	2.99	266,902.35	89,265.00		266,902.35	0.00	266,902.35	100%	0.00	13,345.12
10416	10180	Pond Excavation (Cut To Fill Unsuitable Clayey Soils)	33,391.00	BCY	5.68	189,660.88	33,391.00		189,660.88	0.00	189,660.88	100%	0.00	9,483.04
10416	10190	Pond Excavation (Cut To Fill Phase 8)	77,037.00	BCY	2.99	230,340.63	77,037.00		230,340.63	0.00	230,340.63	100%	0.00	11,517.03
10416	10200	2' Deep Over-Excavation (Cut To Cap Unsuitables Within Botto	13,646.00	BCY	1.70	23,198.20	13,646.00		23,198.20	0.00	23,198.20	100%	0.00	1,159.91
10416	10210	Load Unsuitables From Stockpile & Backfill 6' Deep In Pond B	30,703.00	BCY	2.65	81,362.95	30,703.00		81,362.95	0.00	81,362.95	100%	0.00	4,068.15
10416	10220	Load Unsuitables From Stockpile & Bury In Pond/Perimeter Slo	12,781.00	BCY	2.65	33,869.65	12,781.00		33,869.65	0.00	33,869.65	100%	0.00	1,693.48
10416	10230	Backfill Unsuitables W/ 2' Cap From Over-excavation	13,646.00	BCY	1.70	23,198.20	13,646.00	-	23,198.20	0.00	23,198.20	100%	0.00	1,159.91
10416	10240	Finegrade Ponds	74,210.00	SY	0.53	39,331.30	74,210.00		39,331.30	0.00	39,331.30	100%	0.00	1,966.57
10416	10250	Backfill Curbs / Grade ROW	21,340.00	SY	1.30	27,742.00	16,340.00		21,242.00	0.00	21,242.00	77%	6,500.00	1,062.10
10416	10260	Finegrade Tracts	6,520.00	SY	0.35	2,282.00	6,520.00		2,282.00	0.00	2,282.00	100%	0.00	114.10
10416	10270	Finegrade Perimeter Slopes & Swales	6,790.00	SY	0.70	4,753.00	6,790.00	-	4,753.00	0.00	4,753.00	100%	0.00	237.65
10416	10280	Finegrade Lots (118,180 SY)	249.00	EA	210.00	52,290.00	249.00		52,290.00	0.00	52,290.00	100%	0.00	2,614.50
10416	10290	Rough Grade Pavement Box	51,870.00	SY	0.66	34,234.20	51,870.00		34,234.20	0.00	34,234.20	100%	0.00	1,711.71
		03 EARTHWORK Subtotal				1,317,423.56			1,310,923.56	0.00	1,310,923.56	100%	6,500.00	65,546.18
05 PAVING ON SITE														
10458	10300	6" Stabilized Curb Pads (FBV 50)	20,580.00	SY	5.70	117,306.00	20,580.00		117,306.00	0.00	117,306.00	100%	0.00	5,865.30
10458	10310	12" Stabilized Subgrade (LBR 40)	51,870.00	SY	5.35	277,504.50	51,870.00		277,504.50	0.00	277,504.50	100%	0.00	13,875.23

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

22006
Tohoqua PH 4C
WO# 01 LDA# 410-8015

Application No: **22-6-4-18A**
Application Date: 08/25/23
Period To: 08/31/23

A	A	B	C	D	E	F	G	H	I		K	L	M	N
									WORK COMPLETED					
PULTE LDA CODE	BID ITEM NO.	DESCRIPTION OF WORK	QTY	U/M	Unit Price	SCHEDULED VALUE (C*E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	AMOUNT PREVIOUS APPLICATION (E*G)	AMOUNT THIS PERIOD (E*H)	COMPLETED AND STORED TO DATE (I+J)	% (K/F)	REMAINING TO FINISH (F-K)	RETAINAGE (K*.5)
10458	10320	6" Crushed Concrete Base (LBR 100) (Alley)	10,470.00	SY	13.50	141,345.00	10,470.00		141,345.00	0.00	141,345.00	100%	0.00	7,067.25
10458	10330	8" Crushed Concrete Base (LBR 100) (Road)	28,540.00	SY	17.00	485,180.00	28,540.00		485,180.00	0.00	485,180.00	100%	0.00	24,259.00
10458	10340	1.5" SP-9.5 Asphalt (1 Lift) (Alley)	10,470.00	SY	12.50	130,875.00	10,470.00		130,875.00	0.00	130,875.00	100%	0.00	6,543.75
10458	10350	1.5" SP-9.5 Asphalt (1 Lift) (Road)	28,540.00	SY	12.50	356,750.00	28,540.00		356,750.00	0.00	356,750.00	100%	0.00	17,837.50
10458	10360	Striping & Signs	1.00	LS	39,400.00	39,400.00	1.00		39,400.00	0.00	39,400.00	100%	0.00	1,970.00
05 PAVING ON SITE Subtotal						1,548,360.50			1,548,360.50	0.00	1,548,360.50	100%	0.00	77,418.03
07 SANITARY SEWER														
10438	10370	Dewater Sanitary	1.00	LS	105,000.00	105,000.00	1.00		105,000.00	0.00	105,000.00	100%	0.00	5,250.00
10438	10380	Connect To Existing Manhole (12'-14' Deep)	2.00	EACH	13,500.00	27,000.00	2.00		27,000.00	0.00	27,000.00	100%	0.00	1,350.00
10438	10390	8" PVC Gravity Sewer Main (10'-12' Avg. Depth)	7,216.00	LF	35.50	256,168.00	7,216.00		256,168.00	0.00	256,168.00	100%	0.00	12,808.40
10438	10400	4' Diameter Manhole (10'-12' Avg. Depth)	31.00	EACH	9,480.00	293,880.00	31.00		293,880.00	0.00	293,880.00	100%	0.00	14,694.00
10438	10410	Single Service	249.00	EACH	884.00	220,116.00	249.00		220,116.00	0.00	220,116.00	100%	0.00	11,005.80
10438	10420	Gravity Main Testing	7,216.00	LF	6.70	48,347.20	7,216.00		48,347.20	0.00	48,347.20	100%	0.00	2,417.36
10438	10430	Gravity Lateral TV Testing	249.00	EACH	125.00	31,125.00	249.00		31,125.00	0.00	31,125.00	100%	0.00	1,556.25
07 SANITARY SEWER Subtotal						981,636.20			981,636.20	0.00	981,636.20	100%	0.00	49,081.81
08 STORM SEWER														
10442	10440	Dewater Storm	1.00	LS	68,800.00	68,800.00	1.00	-	68,800.00	0.00	68,800.00	100%	0.00	3,440.00
10442	10450	15" RCP	801.00	LF	38.50	30,838.50	801.00	-	30,838.50	0.00	30,838.50	100%	0.00	1,541.93
10442	10460	24" RCP	1,639.00	LF	66.50	108,993.50	1,639.00	-	108,993.50	0.00	108,993.50	100%	0.00	5,449.68
10442	10470	30" RCP	1,473.00	LF	93.50	137,725.50	1,473.00	-	137,725.50	0.00	137,725.50	100%	0.00	6,886.28
10442	10480	36" RCP	546.00	LF	125.00	68,250.00	546.00	-	68,250.00	0.00	68,250.00	100%	0.00	3,412.50
10442	10490	42" RCP	585.00	LF	162.00	94,770.00	585.00	-	94,770.00	0.00	94,770.00	100%	0.00	4,738.50
10442	10500	48" RCP	677.00	LF	201.00	136,077.00	677.00	-	136,077.00	0.00	136,077.00	100%	0.00	6,803.85
10442	10510	54" RCP	567.00	LF	266.00	150,822.00	567.00	-	150,822.00	0.00	150,822.00	100%	0.00	7,541.10
10442	10520	D Inlet	5.00	EACH	4,170.00	20,850.00	5.00	-	20,850.00	0.00	20,850.00	100%	0.00	1,042.50
10442	10530	E Inlet	1.00	EACH	2,680.00	2,680.00	1.00	-	2,680.00	0.00	2,680.00	100%	0.00	134.00
10442	10540	D Control Structure	4.00	EACH	7,850.00	31,400.00	4.00	-	31,400.00	0.00	31,400.00	100%	0.00	1,570.00
10442	10550	P-4 Curb Inlet	32.00	EACH	6,610.00	211,520.00	32.00	-	211,520.00	0.00	211,520.00	100%	0.00	10,576.00
10442	10560	J-4 Curb Inlet	10.00	EACH	9,590.00	95,900.00	10.00	-	95,900.00	0.00	95,900.00	100%	0.00	4,795.00
10442	10570	P Manhole	3.00	EACH	2,940.00	8,820.00	3.00	-	8,820.00	0.00	8,820.00	100%	0.00	441.00
10442	10580	J Manhole	5.00	EACH	5,320.00	26,600.00	5.00	-	26,600.00	0.00	26,600.00	100%	0.00	1,330.00
10442	10590	24" MES	6.00	EACH	1,950.00	11,700.00	6.00	-	11,700.00	0.00	11,700.00	100%	0.00	585.00
10442	10600	36" MES	3.00	EACH	4,150.00	12,450.00	3.00	-	12,450.00	0.00	12,450.00	100%	0.00	622.50
10442	10610	Clean, Flush & TV	6,288.00	LF	4.90	30,811.20	6,288.00	-	30,811.20	0.00	30,811.20	100%	0.00	1,540.56
08 STORM SEWER Subtotal						1,249,007.70			1,249,007.70	0.00	1,249,007.70	100%	0.00	62,450.39
09 WATER SYSTEM														
10444	10620	Connect To Existing	6.00	EACH	1,790.00	10,740.00	6.00	-	10,740.00	0.00	10,740.00	100%	0.00	537.00
10444	10630	8" PVC Watermain ✓	5,249.00	LF	42.50	223,082.50	5,249.00	-	223,082.50	0.00	223,082.50	100%	0.00	11,154.13

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

22006
Tohoqua PH 4C
WO# 01 LDA# 410-8015

Application No: **22-6-4-18A**
Application Date: 08/25/23
Period To: 08/31/23

A	A	B	C	D	E	F	G	H	I		K	L	M	N
									WORK COMPLETED					
PULTE LDA CODE	BID ITEM NO.	DESCRIPTION OF WORK	QTY	U/M	Unit Price	SCHEDULED VALUE (C*E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	AMOUNT PREVIOUS APPLICATION (E*G)	AMOUNT THIS PERIOD (E*H)	COMPLETED AND STORED TO DATE (I+J)	% (K/F)	REMAINING TO FINISH (F-K)	RETAINAGE (K*.5)
10444	10640	12" PVC Watermain	1,822.00	LF	84.50	153,959.00	1,822.00	-	153,959.00	0.00	153,959.00	100%	0.00	7,697.95
10444	10650	2" Blow Off Valve	2.00	EACH	8,420.00	16,840.00	2.00	-	16,840.00	0.00	16,840.00	100%	0.00	842.00
10444	10660	Fire Hydrant Assembly ✓	15.00	EACH	5,980.00	89,700.00	15.00	-	89,700.00	0.00	89,700.00	100%	0.00	4,485.00
10444	10670	Fittings & Restraints ✓	1.00	LS	109,000.00	109,000.00	1.00	-	109,000.00	0.00	109,000.00	100%	0.00	5,450.00
10444	10680	8" Gate Valve ✓	15.00	EACH	2,250.00	33,750.00	15.00	-	33,750.00	0.00	33,750.00	100%	0.00	1,687.50
10444	10690	12" Gate Valve	8.00	EACH	4,400.00	35,200.00	8.00	-	35,200.00	0.00	35,200.00	100%	0.00	1,760.00
10444	10700	Single Service	9.00	EACH	595.00	5,355.00	9.00	-	5,355.00	0.00	5,355.00	100%	0.00	267.75
10444	10710	Double Service	120.00	EACH	1,090.00	130,800.00	120.00	-	130,800.00	0.00	130,800.00	100%	0.00	6,540.00
10444	10720	Temp Jumper	1.00	EACH	3,100.00	3,100.00	1.00	-	3,100.00	0.00	3,100.00	100%	0.00	155.00
10444	10730	Test And Chlorinate	7,071.00	LF	1.70	12,020.70	7,071.00	-	12,020.70	0.00	12,020.70	100%	0.00	601.04
09 WATER SYSTEM Subtotal						823,547.20			823,547.20	0.00	823,547.20	100%	0.00	41,177.36
10 REUSE WATER SYSTEM														
10448	10740	Connect To Existing	6.00	EACH	1,790.00	10,740.00	6.00	-	10,740.00	0.00	10,740.00	100%	0.00	537.00
10448	10750	4" PVC Reclaim Watermain	3,792.00	LF	17.50	66,360.00	3,792.00	-	66,360.00	0.00	66,360.00	100%	0.00	3,318.00
10448	10760	8" PVC Reclaim Watermain	1,972.00	LF	41.50	81,838.00	1,972.00	-	81,838.00	0.00	81,838.00	100%	0.00	4,091.90
10448	10770	12" PVC Reclaim Watermain	981.00	LF	84.50	82,894.50	981.00	-	82,894.50	0.00	82,894.50	100%	0.00	4,144.73
10448	10780	Fittings And Restraints	1.00	LS	66,700.00	66,700.00	1.00	-	66,700.00	0.00	66,700.00	100%	0.00	3,335.00
10448	10790	4" Gate Valve	6.00	EACH	1,300.00	7,800.00	6.00	-	7,800.00	0.00	7,800.00	100%	0.00	390.00
10448	10800	8" Gate Valve	13.00	EACH	2,330.00	30,290.00	13.00	-	30,290.00	0.00	30,290.00	100%	0.00	1,514.50
10448	10810	12" Gate Valve	5.00	EACH	4,400.00	22,000.00	5.00	-	22,000.00	0.00	22,000.00	100%	0.00	1,100.00
10448	10820	2" Blow Off Valve	2.00	EACH	8,420.00	16,840.00	2.00	-	16,840.00	0.00	16,840.00	100%	0.00	842.00
10448	10830	Single Service	13.00	EACH	589.00	7,657.00	13.00	-	7,657.00	0.00	7,657.00	100%	0.00	382.85
10448	10840	Double Service	118.00	EACH	1,020.00	120,360.00	118.00	-	120,360.00	0.00	120,360.00	100%	0.00	6,018.00
10448	10850	Testing	6,749.00	LF	0.90	6,074.10	6,749.00	-	6,074.10	0.00	6,074.10	100%	0.00	303.71
10 REUSE WATER SYSTEM Subtotal						519,553.60			519,553.60	0.00	519,553.60	100%	0.00	25,977.68
11 CONCRETE WORK														
10458	10860	F Curb	18,630.00	LF	16.50	307,395.00	18,630.00	-	307,395.00	0.00	307,395.00	100%	0.00	15,369.75
10458	10870	Valley Gutter	620.00	LF	28.50	17,670.00	620.00	-	17,670.00	0.00	17,670.00	100%	0.00	883.50
10458	10880	12" Ribbon Curb	10,030.00	LF	15.50	155,465.00	10,030.00	-	155,465.00	0.00	155,465.00	100%	0.00	7,773.25
10458	10890	5' Sidewalk Along Common Areas (4" Thick)	3,080.00	LF	23.50	72,380.00	3,080.00	-	72,380.00	0.00	72,380.00	100%	0.00	3,619.00
10458	10900	5' Handicap Ramp W/ Detectable Warning	22.00	EACH	1,170.00	25,740.00	22.00	-	25,740.00	0.00	25,740.00	100%	0.00	1,287.00
11 CONCRETE WORK Subtotal						578,650.00			578,650.00	0.00	578,650.00	100%	0.00	28,932.50
12 GRASSING														
10416	10910	Seed & Mulch Lots	118,180.00	SY	0.31	36,635.80	118,180.00	-	36,635.80	0.00	36,635.80	100%	0.00	1,831.79
10416	10920	Seed & Mulch ROW & Tracts	27,860.00	SY	0.31	8,636.60	27,860.00	-	8,636.60	0.00	8,636.60	100%	0.00	431.83
10416	10930	Sod Pond Slopes	23,290.00	SY	2.95	68,705.50	23,290.00	-	68,705.50	0.00	68,705.50	100%	0.00	3,435.28
10416	10940	Sod 4' Strip Behind Curbs & Sidewalks	15,480.00	SY	2.95	45,666.00	10,480.00	-	30,916.00	0.00	30,916.00	68%	14,750.00	1,545.80
10416	10950	Sod Perimeter Slopes & Swales	6,790.00	SY	2.95	20,030.50	6,790.00	-	20,030.50	0.00	20,030.50	100%	0.00	1,001.53

Continuation Sheet

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22006
Tohoqua PH 4C
WO# 01 LDA# 410-8015

Application No: **22-6-4-18A**
Application Date: 08/25/23
Period To: 08/31/23

A	A	B	C	D	E	F	G	H	I		K	L	M	N
									WORK COMPLETED					
PULTE LDA CODE	BID ITEM NO.	DESCRIPTION OF WORK	QTY	U/M	Unit Price	SCHEDULED VALUE (C*E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	AMOUNT PREVIOUS APPLICATION (E*G)	AMOUNT THIS PERIOD (E*H)	COMPLETED AND STORED TO DATE (I+J)	% (K/F)	REMAINING TO FINISH (F-K)	RETAINAGE (K*.5)
10416	10960	Sod Disturbed Areas Offsite	570.00	SY	2.95	1,681.50	570.00		1,681.50	0.00	1,681.50	100%	0.00	84.08
12 GRASSING Subtotal						181,355.90			166,605.90	0.00	166,605.90	92%	14,750.00	8,330.30
16 Customer Discount														
10416	20280	Customer Discount	1.00	LS	(183,223.66)	(183,223.66)	1.000		(183,223.66)	0.00	(183,223.66)	100%	-	(9,161.18)
16 Discount Subtotal						(183,223.66)			(183,223.66)	0.00	(183,223.66)	100%	0.00	(9,161.18)
TOTAL ORIGINAL CONTRACT						7,492,655.74			7,450,183.74	8,100.00	7,458,283.74	100%	34,372.00	372,914.19
CHANGE ORDERS														
CO # 01 to WO#01														
10458	CO-01-4-01	Site Excavation (Cut To Fill from Mass Grade to Final Grade)	1.00	LS	98,121.55	98,121.55	1.00		98,121.55	0.00	98,121.55	100%	0.00	4,906.08
CO 1 Subtotal						98,121.55			98,121.55	-	98,121.55		-	4,906.08
CO # 02														
10458	CO-07-01	6" Stabilized Curb Pads (FBV 50) (Includes West Side Divided Blvd.)	(20,580.00)	SY	5.70	(117,306.00)	(20,580.00)	-	-117,306.00	-	(117,306.00)	100%	-	(5,865.30)
10458	CO-07-02	12" Stabilized Subgrade (LBR 40) (Includes West Side Divided Blvd.)	(51,870.00)	SY	5.35	(277,504.50)	(51,870.00)	-	-277,504.50	-	(277,504.50)	100%	-	(13,875.23)
10458	CO-07-03	6" Crushed Concrete Base (LBR 100) (Alley)	(10,470.00)	SY	13.50	(141,345.00)	(10,470.00)	-	-141,345.00	-	(141,345.00)	100%	-	(7,067.25)
10458	CO-07-04	8" Crushed Concrete Base (LBR 100) (Road)	(28,540.00)	SY	17.00	(485,180.00)	(28,540.00)	-	-485,180.00	-	(485,180.00)	100%	-	(24,259.00)
10458	CO-07-05	1.5" SP-9.5 Asphalt (1 Lift) (Alley)	(10,470.00)	SY	12.50	(130,875.00)	(10,470.00)	-	-130,875.00	-	(130,875.00)	100%	-	(6,543.75)
10458	CO-07-06	1.5" SP-9.5 Asphalt (1 Lift) (Road)	(28,540.00)	SY	12.50	(356,750.00)	(28,540.00)	-	-356,750.00	-	(356,750.00)	100%	-	(17,837.50)
10458	CO-07-07	Striping & Signs	(1.00)	LS	39,400.00	(39,400.00)	(1.00)	-	-39,400.00	-	(39,400.00)	100%	-	(1,970.00)
10458	CO-07-08	12" Stabilized Subgrade (LBR 40)	8,670.00	SY	8.66	75,082.20	8,670.00	-	75,082.20	-	75,082.20	100%	-	3,754.11
10458	CO-07-09	8" Limerock Base (LBR 100)	7,030.00	SY	20.17	141,795.10	2,812.00	2,812.00	56,718.04	56,718.04	113,436.08	80%	28,359.02	5,671.80
10458	CO-07-10	10" Stabilized Subgrade (LBR 40)	34,640.00	SY	7.91	274,002.40	32,190.00		254,622.90	-	254,622.90	93%	19,379.50	12,731.15
10458	CO-07-11	6" Crushed Concrete Base (LBR 150)	28,080.00	SY	18.30	513,864.00	26,280.00		480,924.00	-	480,924.00	94%	32,940.00	24,046.20
10458	CO-07-12	1.5" SP-9.5 Asphalt (1 Lift)	35,030.00	SY	11.74	411,252.20			0.00	-	-	0%	411,252.20	-
10458	CO-07-13	Striping & Signs	1.00	LS	76,508.39	76,508.39			0.00	-	-	0%	76,508.39	-
Paving - Infrastructure CO - Subtotal						(55,856.21)			(681,013.36)	56,718.04	(624,295.32)		568,439.11	(31,214.77)
10438	CO-07-14	Dewater Sanitary	(1.00)	LS	105,000.00	(105,000.00)	(1.00)	-	-105,000.00	-	(105,000.00)	100%	-	(5,250.00)
10438	CO-07-15	Connect To Existing Manhole (12'-14' Deep)	(2.00)	EACH	13,500.00	(27,000.00)	(2.00)	-	-27,000.00	-	(27,000.00)	100%	-	(1,350.00)
10438	CO-07-16	8" PVC Gravity Sewer Main (10'-12' Avg. Depth)	(7,216.00)	LF	35.50	(256,168.00)	(7,216.00)	-	-256,168.00	-	(256,168.00)	100%	-	(12,808.40)
10438	CO-07-17	4' Diameter Manhole (10'-12' Avg. Depth)	(31.00)	EACH	9,480.00	(293,880.00)	(31.00)	-	-293,880.00	-	(293,880.00)	100%	-	(14,694.00)
10438	CO-07-18	Single Service	(249.00)	EACH	884.00	(220,116.00)	(249.00)	-	-220,116.00	-	(220,116.00)	100%	-	(11,005.80)
10438	CO-07-19	Gravity Main Testing	(7,216.00)	LF	6.70	(48,347.20)	(7,216.00)	-	-48,347.20	-	(48,347.20)	100%	-	(2,417.36)
10438	CO-07-20	Gravity Lateral TV Testing	(249.00)	EACH	125.00	(31,125.00)	(249.00)	-	-31,125.00	-	(31,125.00)	100%	-	(1,556.25)
10438	CO-07-21	Dewater Sanitary	1.00	LS	63,047.78	63,047.78	1.00		63,047.78	-	63,047.78	100%	-	3,152.39
10438	CO-07-22	Connect To Existing Manhole (14'-16')	2.00	EACH	14,446.82	28,893.64	2.00		28,893.64	-	28,893.64	100%	-	1,444.68
10438	CO-07-23	8" PVC Gravity Sewer Main (0'-6')	1,467.00	LF	35.47	52,034.49	1,393.05		49,411.48	-	49,411.48	95%	2,623.01	2,470.57
10438	CO-07-24	8" PVC Gravity Sewer Main (6'-8')	2,162.00	LF	36.50	78,913.00	1,944.20		70,963.30	-	70,963.30	90%	7,949.70	3,548.17
10438	CO-07-25	8" PVC Gravity Sewer Main (8'-10')	1,296.00	LF	37.68	48,833.28	1,296.00		48,833.28	-	48,833.28	100%	-	2,441.66

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A	A	B	C	D	E	F	G	H	I		K	L	M	N
									WORK COMPLETED					
PULTE LDA CODE	BID ITEM NO.	DESCRIPTION OF WORK	QTY	U/M	Unit Price	SCHEDULED VALUE (C*E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	AMOUNT PREVIOUS APPLICATION (E*G)	AMOUNT THIS PERIOD (E*H)	COMPLETED AND STORED TO DATE (I+J)	% (K/F)	REMAINING TO FINISH (F-K)	RETAINAGE (K*.5)
10438	CO-07-26	8" PVC Gravity Sewer Main (10'-12')	965.00	LF	39.07	37,702.55	965.00		37,702.55	-	37,702.55	100%	-	1,885.13
10438	CO-07-27	8" PVC Gravity Sewer Main (12'-14')	1,433.00	LF	44.48	63,739.84	1,433.00		63,739.84	-	63,739.84	100%	-	3,186.99
10438	CO-07-28	4' Diameter Manhole (0'-6')	10.00	EACH	9,837.59	98,375.90	10.00		98,375.90	-	98,375.90	100%	-	4,918.80
10438	CO-07-29	4' Diameter Manhole (6'-8')	7.00	EACH	11,186.22	78,303.54	7.00		78,303.54	-	78,303.54	100%	-	3,915.18
10438	CO-07-30	4' Diameter Manhole (8'-10')	2.00	EACH	13,213.18	26,426.36	2.00		26,426.36	-	26,426.36	100%	-	1,321.32
10438	CO-07-31	4' Diameter Manhole (10'-12')	6.00	EACH	14,374.31	86,245.86	6.00		86,245.86	-	86,245.86	100%	-	4,312.29
10438	CO-07-32	4' Diameter Manhole (12'-14')	4.00	EACH	20,998.60	83,994.40	4.00		83,994.40	-	83,994.40	100%	-	4,199.72
10438	CO-07-33	4' Diameter Manhole (12'-14') (Polymer)	1.00	EACH	41,700.38	41,700.38	1.00		41,700.38	-	41,700.38	100%	-	2,085.02
10438	CO-07-34	4" Single Service	250.00	EACH	1,272.12	318,030.00	250.00		318,030.00	-	318,030.00	100%	-	15,901.50
10438	CO-07-35	Gravity Main Testing	1.00	LS	80,300.00	80,300.00	0.70	0.10	56,210.00	8,030.00	64,240.00	80%	16,060.00	3,212.00
10438	CO-07-36	Gravity Lateral TV Testing	250.00	EACH	125.00	31,250.00	200.00		25,000.00	-	25,000.00	80%	6,250.00	1,250.00
10438	CO-07-37	Connect To Existing Force Main	1.00	EACH	2,144.54	2,144.54	1.00	-	2,144.54	-	2,144.54	100%	-	107.23
10438	CO-07-38	8" PVC Force Main	1,867.00	LF	43.69	81,569.23	1,867.00		81,569.23	-	81,569.23	100%	-	4,078.46
10438	CO-07-39	8" Plug Valve	1.00	EACH	3,371.18	3,371.18	1.00		3,371.18	-	3,371.18	100%	-	168.56
10438	CO-07-40	2" Blow Off Valve	1.00	EACH	2,060.82	2,060.82	1.00		2,060.82	-	2,060.82	100%	-	103.04
10438	CO-07-41	Fittings & Restraints	1.00	LS	28,435.16	28,435.16	1.00		28,435.16	-	28,435.16	100%	-	1,421.76
10438	CO-07-42	Pressure Test Force Main	1.00	LS	2,760.36	2,760.36	1.00		2,760.36	-	2,760.36	100%	-	138.02
		Sanitary Sewer - Infrastructure CO - Subtotal				356,496.11			315,583.40	8,030.00	323,613.40		32,882.71	16,180.67
10442	CO-07-43	Dewater Storm	1.00	LS	(68,800.00)	(68,800.00)	1.00	-	-68,800.00	-	(68,800.00)	100%	-	(3,440.00)
10442	CO-07-44	15 RCP	(801.00)	LF	38.50	(30,838.50)	(801.00)		-30,838.50	-	(30,838.50)	100%	-	(1,541.93)
10442	CO-07-45	24 RCP	(1,639.00)	LF	66.50	(108,993.50)	(1,639.00)		-108,993.50	-	(108,993.50)	100%	-	(5,449.68)
10442	CO-07-46	30 RCP	(1,473.00)	LF	93.50	(137,725.50)	(1,473.00)		-137,725.50	-	(137,725.50)	100%	-	(6,886.28)
10442	CO-07-47	36 RCP	(546.00)	LF	125.00	(68,250.00)	(546.00)		-68,250.00	-	(68,250.00)	100%	-	(3,412.50)
10442	CO-07-48	42 RCP	(585.00)	LF	162.00	(94,770.00)	(585.00)		-94,770.00	-	(94,770.00)	100%	-	(4,738.50)
10442	CO-07-49	48 RCP	(677.00)	LF	201.00	(136,077.00)	(677.00)		-136,077.00	-	(136,077.00)	100%	-	(6,803.85)
10442	CO-07-50	54 RCP	(567.00)	LF	266.00	(150,822.00)	(567.00)		-150,822.00	-	(150,822.00)	100%	-	(7,541.10)
10442	CO-07-51	D Inlet	(5.00)	EA	4,170.00	(20,850.00)	(5.00)		-20,850.00	-	(20,850.00)	100%	-	(1,042.50)
10442	CO-07-52	E Inlet	(1.00)	EA	2,680.00	(2,680.00)	(1.00)		-2,680.00	-	(2,680.00)	100%	-	(134.00)
10442	CO-07-53	D Control Structure	(4.00)	EA	7,850.00	(31,400.00)	(4.00)		-31,400.00	-	(31,400.00)	100%	-	(1,570.00)
10442	CO-07-54	P-4 Curb Inlet	(32.00)	EA	6,610.00	(211,520.00)	(32.00)		-211,520.00	-	(211,520.00)	100%	-	(10,576.00)
10442	CO-07-55	J-4 Curb Inlet	(10.00)	EA	9,590.00	(95,900.00)	(10.00)		-95,900.00	-	(95,900.00)	100%	-	(4,795.00)
10442	CO-07-56	P Manhole	(3.00)	EA	2,940.00	(8,820.00)	(3.00)		-8,820.00	-	(8,820.00)	100%	-	(441.00)
10442	CO-07-57	J Manhole	(5.00)	EA	5,320.00	(26,600.00)	(5.00)		-26,600.00	-	(26,600.00)	100%	-	(1,330.00)
10442	CO-07-58	24 MES	(6.00)	EA	1,950.00	(11,700.00)	(6.00)		-11,700.00	-	(11,700.00)	100%	-	(585.00)
10442	CO-07-59	36 MES	(3.00)	EA	4,150.00	(12,450.00)	(3.00)		-12,450.00	-	(12,450.00)	100%	-	(622.50)
10442	CO-07-60	Clean-Flush-TV	(6,288.00)	LF	4.90	(30,811.20)	(6,288.00)		-30,811.20	-	(30,811.20)	100%	-	(1,540.56)
10442	CO-07-61	Dewater Storm	1.00	LS	57,028.00	57,028.00	0.95	0.05	54,176.60	2,851.40	57,028.00	100%	-	2,851.40
10442	CO-07-62	15 RCP	1,628.00	LF	51.26	83,451.28	1,572.00	56.00	80,580.72	2,870.56	83,451.28	100%	-	4,172.56
10442	CO-07-63	18 RCP	344.00	LF	64.04	22,029.76	308.00	36.00	19,724.32	2,305.44	22,029.76	100%	-	1,101.49

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

22006
Tohoqua PH 4C
WO# 01 LDA# 410-8015

Application No: **22-6-4-18A**
Application Date: 08/25/23
Period To: 08/31/23

A	A	B	C	D	E	F	G	H	I		K	L	M	N
									WORK COMPLETED					
PULTE LDA CODE	BID ITEM NO.	DESCRIPTION OF WORK	QTY	U/M	Unit Price	SCHEDULED VALUE (C*E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	AMOUNT PREVIOUS APPLICATION (E*G)	AMOUNT THIS PERIOD (E*H)	COMPLETED AND STORED TO DATE (I+J)	% (K/F)	REMAINING TO FINISH (F-K)	RETAINAGE (K*.5)
10442	CO-07-64	24 RCP	1,660.00	LF	90.95	150,977.00	1,577.00	83.00	143,428.15	7,548.85	150,977.00	100%	-	7,548.85
10442	CO-07-65	30 RCP	1,249.00	LF	130.67	163,206.83	1,249.00		163,206.83	-	163,206.83	100%	-	8,160.34
10442	CO-07-66	36 RCP	886.00	LF	176.19	156,104.34	796.60	89.40	140,352.95	15,751.39	156,104.34	100%	-	7,805.22
10442	CO-07-67	42 RCP	243.00	LF	231.06	56,147.58	243.00		56,147.58	-	56,147.58	100%	-	2,807.38
10442	CO-07-68	48 RCP	177.00	LF	285.87	50,598.99	177.00		50,598.99	-	50,598.99	100%	-	2,529.95
10442	CO-07-69	54 RCP	323.00	LF	378.75	122,336.25	323.00		122,336.25	-	122,336.25	100%	-	6,116.81
10442	CO-07-70	60 RCP	217.00	LF	471.51	102,317.67	217.00		102,317.67	-	102,317.67	100%	-	5,115.88
10442	CO-07-71	66 RCP	750.00	LF	585.88	439,410.00	750.00		439,410.00	-	439,410.00	100%	-	21,970.50
10442	CO-07-72	F Inlet	5.00	EA	5,062.01	25,310.05	5.00		25,310.05	-	25,310.05	100%	-	1,265.50
10442	CO-07-73	F Inlet W/ J Bottom	3.00	EA	12,538.03	37,614.09	3.00		37,614.09	-	37,614.09	100%	-	1,880.70
10442	CO-07-74	V Inlet	2.00	EA	5,748.74	11,497.48	2.00		11,497.48	-	11,497.48	100%	-	574.87
10442	CO-07-75	V Inlet W/ J Bottom	1.00	EA	12,576.37	12,576.37	1.00		12,576.37	-	12,576.37	100%	-	628.82
10442	CO-07-76	P-1 Curb Inlet	16.00	EA	8,835.38	141,366.08	14.40	1.60	127,229.47	14,136.61	141,366.08	100%	-	7,068.30
10442	CO-07-77	J-1 Curb Inlet	2.00	EA	13,207.41	26,414.82	2.00		26,414.82	-	26,414.82	100%	-	1,320.74
10442	CO-07-78	P-3 Curb Inlet	9.00	EA	8,835.38	79,518.42	8.00	1.00	70,683.04	8,835.38	79,518.42	100%	-	3,975.92
10442	CO-07-79	J-3 Curb Inlet	4.00	EA	9,950.87	39,803.48	4.00		39,803.48	-	39,803.48	100%	-	1,990.17
10442	CO-07-80	P-4 Partial (Top Only)	1.00	EA	5,110.56	5,110.56		1.00	0.00	5,110.56	5,110.56	100%	-	255.53
10442	CO-07-81	P-4 Curb Inlet	7.00	EA	9,052.81	63,369.67	7.00		63,369.67	-	63,369.67	100%	-	3,168.48
10442	CO-07-82	J-4 Curb Inlet	6.00	EA	13,654.15	81,924.90	6.00		81,924.90	-	81,924.90	100%	-	4,096.25
10442	CO-07-83	P Manhole	4.00	EA	4,463.76	17,855.04	4.00		17,855.04	-	17,855.04	100%	-	892.75
10442	CO-07-84	J Manhole	6.00	EA	10,981.53	65,889.18	5.40	0.60	59,300.26	6,588.92	65,889.18	100%	-	3,294.46
10442	CO-07-85	15 MES (To Be Done Concurrent W/ Mass Grading Dewatering)	3.00	EA	1,750.73	5,252.19	3.00		5,252.19	-	5,252.19	100%	-	262.61
10442	CO-07-86	24 MES (To Be Done Concurrent W/ Mass Grading Dewatering)	2.00	EA	2,737.91	5,475.82	2.00		5,475.82	-	5,475.82	100%	-	273.79
10442	CO-07-87	30 MES (To Be Done Concurrent W/ Mass Grading)	1.00	EA	4,585.64	4,585.64	1.00		4,585.64	-	4,585.64	100%	-	229.28
10442	CO-07-88	42 MES (To Be Done Concurrent W/ Mass Grading Dewatering)	1.00	EA	9,532.57	9,532.57	1.00		9,532.57	-	9,532.57	100%	-	476.63
10442	CO-07-89	54 MES (To Be Done Concurrent W/ Mass Grading Dewatering)	1.00	EA	14,543.44	14,543.44	1.00		14,543.44	-	14,543.44	100%	-	727.17
10442	CO-07-90	60 MES (To Be Done Concurrent W/ Mass Grading)	1.00	EA	17,666.90	17,666.90	1.00		17,666.90	-	17,666.90	100%	-	883.35
10442	CO-07-91	66 MES (To Be Done Concurrent W/ Mass Grading)	6.00	EA	19,945.16	119,670.96	6.00		119,670.96	-	119,670.96	100%	-	5,983.55
10442	CO-07-92	Clean, Flush & TV	1.00	LS	72,792.28	72,792.28	0.60	0.10	43,675.37	7,279.23	50,954.60	70%	21,837.68	2,547.73
		Storm Sewer - Infrastructure CO - Subtotal				1,012,369.94			917,253.93	73,278.33	990,532.26		21,837.68	49,526.61
10444	CO-07-93	Connect To Existing	(6.00)	EA	1,790.00	(10,740.00)	(6.00)		-10,740.00	-	(10,740.00)	100%	-	(537.00)
10444	CO-07-94	8 PVC Watermain ✓	(5,249.00)	LF	42.50	(223,082.50)	(5,249.00)		-223,082.50	-	(223,082.50)	100%	-	(11,154.13)
10444	CO-07-95	12 PVC Watermain	(1,822.00)	LF	84.50	(153,959.00)	(1,822.00)		-153,959.00	-	(153,959.00)	100%	-	(7,697.95)
10444	CO-07-96	2 Blow Off Valve	(2.00)	EA	8,420.00	(16,840.00)	(2.00)		-16,840.00	-	(16,840.00)	100%	-	(842.00)
10444	CO-07-97	Fire Hydrant Assembly ✓	(15.00)	EA	5,980.00	(89,700.00)	(15.00)		-89,700.00	-	(89,700.00)	100%	-	(4,485.00)
10444	CO-07-98	Fittings & Restraints ✓	(1.00)	LS	109,000.00	(109,000.00)	(1.00)		-109,000.00	-	(109,000.00)	100%	-	(5,450.00)
10444	CO-07-99	8 Gate Valve ✓	(15.00)	EA	2,250.00	(33,750.00)	(15.00)		-33,750.00	-	(33,750.00)	100%	-	(1,687.50)

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

22006
Tohoqua PH 4C
WO# 01 LDA# 410-8015

Application No: **22-6-4-18A**
Application Date: 08/25/23
Period To: 08/31/23

A	A	B	C	D	E	F	G	H	I		K	L	M	N
									WORK COMPLETED					
PULTE LDA CODE	BID ITEM NO.	DESCRIPTION OF WORK	QTY	U/M	Unit Price	SCHEDULED VALUE (C*E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	AMOUNT PREVIOUS APPLICATION (E*G)	AMOUNT THIS PERIOD (E*H)	COMPLETED AND STORED TO DATE (I+J)	% (K/F)	REMAINING TO FINISH (F-K)	RETAINAGE (K*.5)
10444	CO-07-100	12 Gate Valve	(8.00)	EA	4,400.00	(35,200.00)	(8.00)		-35,200.00	-	(35,200.00)	100%	-	(1,760.00)
10444	CO-07-101	Single Service	(9.00)	EA	595.00	(5,355.00)	(9.00)		-5,355.00	-	(5,355.00)	100%	-	(267.75)
10444	CO-07-102	Double Service	(120.00)	EA	1,090.00	(130,800.00)	(120.00)		-130,800.00	-	(130,800.00)	100%	-	(6,540.00)
10444	CO-07-103	Temp Jumper	(1.00)	EA	3,100.00	(3,100.00)	(1.00)		-3,100.00	-	(3,100.00)	100%	-	(155.00)
10444	CO-07-104	Test And Chlorinate	(7,071.00)	LF	1.70	(12,020.70)	(7,071.00)		-12,020.70	-	(12,020.70)	100%	-	(601.04)
10444	CO-07-105	Connect To Existing	6.00	EA	2,144.54	12,867.24	6.00		12,867.24	-	12,867.24	100%	-	643.36
✓	10444	CO-07-106 8 PVC Watermain ✓	6,908.00	LF	43.69	301,810.52	5,732.00		250,431.08	-	250,431.08	83%	51,379.44	12,521.55
✓	10444	CO-07-107 12 PVC Watermain	787.00	LF	87.87	69,153.69	668.00		58,697.16	-	58,697.16	85%	10,456.53	2,934.86
✓	10444	CO-07-108 Fire Hydrant Assembly ✓	15.00	EA	7,147.83	107,217.45	14.00		100,069.62	-	100,069.62	93%	7,147.83	5,003.48
✓	10444	CO-07-109 Fittings & Restraints ✓	1.00	LS	85,006.13	85,006.13	0.90		76,505.52	-	76,505.52	90%	8,500.61	3,825.28
✓	10444	CO-07-110 8 Gate Valve ✓	23.00	EA	2,832.69	65,151.87	21.00		59,486.49	-	59,486.49	91%	5,665.38	2,974.32
10444	CO-07-111	12 Gate Valve	5.00	EA	5,479.70	27,398.50	4.50		24,658.65	-	24,658.65	90%	2,739.85	1,232.93
10444	CO-07-112	2 Blow Off Valve	4.00	EA	2,060.82	8,243.28	3.20		6,594.62	-	6,594.62	80%	1,648.66	329.73
10444	CO-07-113	Single Service	13.00	EA	625.77	8,135.01	11.05		6,914.76	-	6,914.76	85%	1,220.25	345.74
10444	CO-07-114	Double Service	109.00	EA	1,094.21	119,268.89	92.65		101,378.56	-	101,378.56	85%	17,890.33	5,068.93
10444	CO-07-115	Temporary Jumper	6.00	EA	3,100.00	18,600.00	5.00		15,500.00	-	15,500.00	83%	3,100.00	775.00
10444	CO-07-116	Test And Chlorinate	1.00	LS	14,151.09	14,151.09	0.60		8,490.65	-	8,490.65	60%	5,660.44	424.53
		Water System - Infrastructure CO - Subtotal				13,456.47			(101,952.85)	-	(101,952.85)		115,409.32	(5,097.64)
10448	CO-07-117	Connect To Existing	(6.00)	EA	1,790.00	(10,740.00)	(6.00)		-10,740.00	-	(10,740.00)	100%	-	(537.00)
10448	CO-07-118	4 PVC Reclaim Watermain	(3,792.00)	LF	17.50	(66,360.00)	(3,792.00)		-66,360.00	-	(66,360.00)	100%	-	(3,318.00)
10448	CO-07-119	8 PVC Reclaim Watermain	(1,972.00)	LF	41.50	(81,838.00)	(1,972.00)		-81,838.00	-	(81,838.00)	100%	-	(4,091.90)
10448	CO-07-120	12 PVC Reclaim Watermain	(981.00)	LF	84.50	(82,894.50)	(981.00)		-82,894.50	-	(82,894.50)	100%	-	(4,144.73)
10448	CO-07-121	Fittings And Restraints	(1.00)	LS	66,700.00	(66,700.00)	(1.00)		-66,700.00	-	(66,700.00)	100%	-	(3,335.00)
10448	CO-07-122	4 Gate Valve	(6.00)	EA	1,300.00	(7,800.00)	(6.00)		-7,800.00	-	(7,800.00)	100%	-	(390.00)
10448	CO-07-123	8 Gate Valve	(13.00)	EA	2,330.00	(30,290.00)	(13.00)		-30,290.00	-	(30,290.00)	100%	-	(1,514.50)
10448	CO-07-124	12 Gate Valve	(5.00)	EA	4,400.00	(22,000.00)	(5.00)		-22,000.00	-	(22,000.00)	100%	-	(1,100.00)
10448	CO-07-125	2 Blow Off Valve	(2.00)	EA	8,420.00	(16,840.00)	(2.00)		-16,840.00	-	(16,840.00)	100%	-	(842.00)
10448	CO-07-126	Single Service	(13.00)	EA	589.00	(7,657.00)	(13.00)		-7,657.00	-	(7,657.00)	100%	-	(382.85)
10448	CO-07-127	Double Service	(118.00)	EA	1,020.00	(120,360.00)	(118.00)		-120,360.00	-	(120,360.00)	100%	-	(6,018.00)
10448	CO-07-128	Testing	(6,749.00)	LF	0.90	(6,074.10)	(6,749.00)		-6,074.10	-	(6,074.10)	100%	-	(303.71)
10448	CO-07-129	Connect To Existing	6.00	EA	2,144.54	12,867.24	6.00		12,867.24	-	12,867.24	100%	-	643.36
10448	CO-07-130	6 PVC Reclaim Watermain	3,443.00	LF	27.77	95,612.11	3,443.00		95,612.11	-	95,612.11	100%	-	4,780.61
10448	CO-07-131	8 PVC Reclaim Watermain	2,985.00	LF	43.69	130,414.65	2,985.00		130,414.65	-	130,414.65	100%	-	6,520.73
10448	CO-07-132	12 PVC Reclaim Watermain	998.00	LF	87.87	87,694.26	998.00		87,694.26	-	87,694.26	100%	-	4,384.71
10448	CO-07-133	Fittings And Restraints	1.00	LS	85,775.60	85,775.60	1.00		85,775.60	-	85,775.60	100%	-	4,288.78
10448	CO-07-134	6 Gate Valve	10.00	EA	2,049.66	20,496.60	10.00		20,496.60	-	20,496.60	100%	-	1,024.83
10448	CO-07-135	8 Gate Valve	15.00	EA	2,832.69	42,490.35	15.00		42,490.35	-	42,490.35	100%	-	2,124.52
10448	CO-07-136	12 Gate Valve	5.00	EA	5,479.70	27,398.50	5.00		27,398.50	-	27,398.50	100%	-	1,369.93
10448	CO-07-137	2 Blow Off Valve	4.00	EA	2,060.82	8,243.28	4.00		8,243.28	-	8,243.28	100%	-	412.16

Continuation Sheet

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22006
Tohoqua PH 4C
WO# 01 LDA# 410-8015

Application No: **22-6-4-18A**
Application Date: 08/25/23
Period To: 08/31/23

A	A	B	C	D	E	F	G	H	I		K	L	M	N
									WORK COMPLETED					
PULTE LDA CODE	BID ITEM NO.	DESCRIPTION OF WORK	QTY	U/M	Unit Price	SCHEDULED VALUE (C*E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	AMOUNT PREVIOUS APPLICATION (E*G)	AMOUNT THIS PERIOD (E*H)	COMPLETED AND STORED TO DATE (I+J)	% (K/F)	REMAINING TO FINISH (F-K)	RETAINAGE (K*.5)
10448	CO-07-138	Single Service	25.00	EA	633.71	15,842.75	22.00	-	13,941.62	-	13,941.62	88%	1,901.13	697.08
10448	CO-07-139	Double Service	61.00	EA	1,117.15	68,146.15	56.00	-	62,560.40	-	62,560.40	92%	5,585.75	3,128.02
10448	CO-07-140	2" Reclaim Service	10.00	EA	2,123.66	21,236.60	7.00	-	14,865.62	-	14,865.62	70%	6,370.98	743.28
10448	CO-07-141	Testing	1.00	LS	7,285.29	7,285.29	0.50		3,642.65	-	3,642.65	50%	3,642.65	182.13
Reclaim Water System - Infrastructure CO - Subtotal						103,949.78			86,449.28	-	86,449.28		17,500.51	4,322.46
10458	CO-07-142	F Curb	(18,630.00)	LF	16.50	(307,395.00)	(18,630.00)		-307,395.00	-	(307,395.00)	100%	-	(15,369.75)
10458	CO-07-143	Valley Gutter	(620.00)	LF	28.50	(17,670.00)	(620.00)		-17,670.00	-	(17,670.00)	100%	-	(883.50)
10458	CO-07-144	12 Ribbon Curb	(10,030.00)	LF	15.50	(155,465.00)	(10,030.00)		-155,465.00	-	(155,465.00)	100%	-	(7,773.25)
10458	CO-07-145	5' Sidewalk Along Common Areas (4 Thick)	(3,080.00)	LF	23.50	(72,380.00)	(3,080.00)		-72,380.00	-	(72,380.00)	100%	-	(3,619.00)
10458	CO-07-146	5' Handicap Ramp W/ Detectable Warning Along Common Areas	(22.00)	EA	1,170.00	(25,740.00)	(22.00)		-25,740.00	-	(25,740.00)	100%	-	(1,287.00)
10458	CO-07-147	A Curb	2,340.00	LF	25.55	59,787.00			0.00	-	-	0%	59,787.00	-
10458	CO-07-148	D Curb	2,860.00	LF	25.55	73,073.00	864.00		22,075.20	-	22,075.20	30%	50,997.80	1,103.76
10458	CO-07-149	F Curb	13,570.00	LF	29.81	404,521.70	10,052.00	1,000.00	299,650.12	29,810.00	329,460.12	81%	75,061.58	16,473.01
10458	CO-07-150	Valley Gutter	950.00	LF	36.00	34,200.00	402.00	178.00	14,472.00	6,408.00	20,880.00	61%	13,320.00	1,044.00
10458	CO-07-151	12 Ribbon Curb	7,250.00	LF	20.44	148,190.00	3,037.00	2,913.00	62,076.28	59,541.72	121,618.00	82%	26,572.00	6,080.90
10458	CO-07-152	5' Sidewalk (4 Thick)	2,025.00	LF	27.38	55,444.50	1,010.00		27,653.80	-	27,653.80	50%	27,790.70	1,382.69
10458	CO-07-153	8' Sidewalk (4 Thick)	277.00	LF	43.80	12,132.60			0.00	-	-	0%	12,132.60	-
10458	CO-07-154	10' Sidewalk (4 Thick)	280.00	SY	54.76	15,332.80			0.00	-	-	0%	15,332.80	-
10458	CO-07-155	5' Handicap Ramp W/ Detectable Warning	3.00	EA	1,460.18	4,380.54	3.00		4,380.54	-	4,380.54	100%	-	219.03
10458	CO-07-156	8' Handicap Ramp W/ Detectable Warning	2.00	EA	2,336.29	4,672.58	2.00		4,672.58	-	4,672.58	100%	-	233.63
10458	CO-07-157	10' Handicap Ramp W/ Detectable Warning	2.00	EA	2,920.35	5,840.70	2.00		5,840.70	-	5,840.70	100%	-	292.04
Concrete Work - Infrastructure CO - Subtotal						238,925.42			(137,828.78)	95,759.72	(42,069.06)		280,994.48	(2,103.45)
CO 2 Subtotal						1,669,341.51			398,491.61	233,786.09	632,277.70		1,037,063.81	31,613.89
CO # 03														
10458	CO-09-01	12" Stabilized Subgrade (LBR 40)	163.00	SY	8.66	1,411.58	163.00		1,411.58	-	1,411.58	100%	-	70.58
10458	CO-09-02	6" Crushed Concrete Base (LBR 150)	142.00	SY	18.30	2,598.60	142.00		2,598.60	-	2,598.60	100%	-	129.93
10458	CO-09-03	1.5" SP-9.5 Asphalt (1 Lift)	142.00	SY	11.74	1,667.08			0.00	-	-	0%	1,667.08	-
10458	CO-09-04	Striping & Signs	1.00	LS	9,830.00	9,830.00			0.00	-	-	0%	9,830.00	-
Paving - Infrastructure CO - Subtotal						15,507.26			4,010.18	-	4,010.18		11,497.08	200.51
10438	CO-09-05	8" PVC Gravity Sewer Main (0'-6')	188.00	LF	35.47	6,668.36	188.00		6,668.36	-	6,668.36	100%	-	333.42
10438	CO-09-06	8" PVC Gravity Sewer Main (6'-8')	39.00	LF	36.50	1,423.50	39.00		1,423.50	-	1,423.50	100%	-	71.18
10438	CO-09-07	4' Diameter Manhole (8'-10')	1.00	EA	13,213.18	13,213.18	1.00		13,213.18	-	13,213.18	100%	-	660.66
10438	CO-09-08	4' Diameter Manhole (10'-12')	2.00	EA	14,374.31	28,748.62	2.00		28,748.62	-	28,748.62	100%	-	1,437.43
10438	CO-09-09	4" Single Service	10.00	EA	1,272.12	12,721.20	8.00		10,176.96	-	10,176.96	80%	2,544.24	508.85
10438	CO-09-10	Gravity Main TV Testing	1.00	LS	4,480.00	4,480.00	0.50		2,240.00	-	2,240.00	50%	2,240.00	112.00
10438	CO-09-11	Gravity Lateral TV Testing	10.00	EA	125.00	1,250.00	5.00		625.00	-	625.00	50%	625.00	31.25
Sanitary Sewer - Infrastructure CO - Subtotal						68,504.86			63,095.62	-	63,095.62		5,409.24	3,154.78
10442	CO-09-12	Weir Control Structure (Previously Included In Ph 8 Proposal)	1.00	EA	40,000.00	40,000.00	1.00		40,000.00	-	40,000.00	100%	-	2,000.00

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

22006
Tohoqua PH 4C
WO# 01 LDA# 410-8015

Application No: **22-6-4-18A**
Application Date: 08/25/23
Period To: 08/31/23

A	A	B	C	D	E	F	G	H	I		K	L	M	N
									WORK COMPLETED					
PULTE LDA CODE	BID ITEM NO.	DESCRIPTION OF WORK	QTY	U/M	Unit Price	SCHEDULED VALUE (C*E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	AMOUNT PREVIOUS APPLICATION (E*G)	AMOUNT THIS PERIOD (E*H)	COMPLETED AND STORED TO DATE (I+J)	% (K/F)	REMAINING TO FINISH (F-K)	RETAINAGE (K*.5)
		Storm Sewer - Infrastructure CO - Subtotal				40,000.00			40,000.00	-	40,000.00		-	2,000.00
10444	CO-09-13	8" PVC Watermain	(868.00)	LF	43.69	(37,922.92)	(868.00)		-37,922.92	-	(37,922.92)	100%	-	(1,896.15)
10444	CO-09-14	12" PVC Watermain	868.00	LF	87.87	76,271.16	868.00		76,271.16	-	76,271.16	100%	-	3,813.56
10444	CO-09-15	Fittings & Restraints	1.00	LS	11,560.26	11,560.26	1.00		11,560.26	-	11,560.26	100%	-	578.01
10444	CO-09-16	8" Gate Valve	(2.00)	EA	2,832.69	(5,665.38)	(2.00)		-5,665.38	-	(5,665.38)	100%	-	(283.27)
10444	CO-09-17	12" Gate Valve	4.00	EA	5,479.70	21,918.80	4.00		21,918.80	-	21,918.80	100%	-	1,095.94
10444	CO-09-18	Single Service	2.00	EA	625.77	1,251.54	2.00		1,251.54	-	1,251.54	100%	-	62.58
10444	CO-09-19	Double Service	4.00	EA	1,094.21	4,376.84	4.00		4,376.84	-	4,376.84	100%	-	218.84
10444	CO-09-20	Temporary Jumper	2.00	EA	3,100.00	6,200.00	2.00		6,200.00	-	6,200.00	100%	-	310.00
		Water System - Infrastructure CO - Subtotal				77,990.30			77,990.30	-	77,990.30		-	3,899.52
10448	CO-09-21	Air Release Valve (Poly Enclosure)	1.00	EA	6,850.00	6,850.00	1.00		6,850.00	-	6,850.00	100%	-	342.50
10448	CO-09-22	Single Service	3.00	EA	633.71	1,901.13	3.00		1,901.13	-	1,901.13	100%	-	95.06
10448	CO-09-23	Double Service	3.00	EA	1,117.15	3,351.45	3.00		3,351.45	-	3,351.45	100%	-	167.57
		Reclaim Water System - Infrastructure CO - Subtotal				12,102.58			12,102.58	-	12,102.58		-	605.13
		CO 3 Subtotal				214,105.00			197,198.68	-	197,198.68		16,906.32	9,859.93
CO # 04														
10468	CO-13-01	2" Irrigation Sleeves Sch. 40 (12 Locations)	660.00	LF	\$12.12	7,999.20	660.00		7,999.20	-	7,999.20	100%	-	399.96
10468	CO-13-02	4" Irrigation Sleeves Sch. 40 (11 Locations)	700.00	LF	\$16.91	11,837.00	700.00		11,837.00	-	11,837.00	100%	-	591.85
10468	CO-13-03	2" Electrical Sleeves Sch. 40 (24 Locations)	1600.00	LF	\$15.30	24,480.00	1,600.00		24,480.00	-	24,480.00	100%	-	1,224.00
10468	CO-13-04	4" Electrical Sleeves Sch. 40 (28 Locations)	1840.00	LF	\$25.15	46,276.00	1,800.00		45,270.00	-	45,270.00	98%	1,006.00	2,263.50
10468	CO-13-05	6" Electrical Sleeves Sch. 40 (3 Locations)	220.00	LF	\$36.87	8,111.40	220.00		8,111.40	-	8,111.40	100%	-	405.57
10468	CO-13-06	2" HDPE Directional Bore Access Road	100.00	LF	\$48.26	4,826.00			-	-	-	0%	4,826.00	-
10468	CO-13-07	4" HDPE Directional Bore Access Road	100.00	LF	\$54.39	5,439.00			-	-	-	0%	5,439.00	-
		CO 4 Subtotal				108,968.60			97,697.60	-	97,697.60		11,271.00	4,884.88
CO # 05														
10448	CO-11-01	8" PVC Reclaim Watermain	-1342.00	LF	\$41.50	(55,693.00)	(1,342.00)		(55,693.00)	-	(55,693.00)	100%	-	(2,784.65)
10448	CO-11-02	8" Gate Valve	-6.00	EA	\$2,330.00	(13,980.00)	(6.00)		(13,980.00)	-	(13,980.00)	100%	-	(699.00)
10448	CO-11-03	8" Fittings & Restraints	-1.00	LS	\$7,000.00	(7,000.00)	(1.00)		(7,000.00)	-	(7,000.00)	100%	-	(350.00)
10448	CO-11-04	20" PVC Reclaim Watermain	1342.00	LF	\$210.00	281,820.00	671.00		140,910.00	-	140,910.00	50%	140,910.00	7,045.50
10448	CO-11-05	20" Gate Valve	6.00	EA	\$24,300.00	145,800.00	3.00		72,900.00	-	72,900.00	50%	72,900.00	3,645.00
10448	CO-11-06	20" Fittings & Restraints	1.00	LS	\$75,250.00	75,250.00	0.50		37,625.00	-	37,625.00	50%	37,625.00	1,881.25
10448	CO-11-07	Material Deduct for 20" Material Purchased by St. Cloud	-1.00	LS	\$374,361.43	(374,361.43)			-	-	-	0%	(374,361.43)	-
10448	CO-11-08	25% Restocking Fee for 8" Material	1.00	LS	\$15,520.00	15,520.00	1.00		15,520.00	-	15,520.00	100%	-	776.00
10442	CO-17-01	Survey & As-Builts	1.00	LS	\$730.50	730.50	0.50	0.10	365.25	73.05	438.30	60%	292.20	21.92
10442	CO-17-02	Core & Connect to Existing Structure	19.00	EA	\$836.00	15,884.00			-	-	-	0%	15,884.00	-
10442	CO-17-03	6" Underdrain	629.00	LF	\$40.50	25,474.50			-	-	-	0%	25,474.50	-
10442	CO-17-04	6" Underdrain Clean-Out	21.00	EA	\$426.00	8,946.00			-	-	-	0%	8,946.00	-

Continuation Sheet

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

22006
Tohoqua PH 4C
WO# 01 LDA# 410-8015

Application No: **22-6-4-18A**
Application Date: 08/25/23
Period To: 08/31/23

A	A	B	C	D	E	F	G	H	I		K	L	M	N
									WORK COMPLETED					
PULTE LDA CODE	BID ITEM NO.	DESCRIPTION OF WORK	QTY	U/M	Unit Price	SCHEDULED VALUE (C*E)	QTY INSTALLED PREVIOUS PERIOD	QTY INSTALLED THIS PERIOD	AMOUNT PREVIOUS APPLICATION (E*G)	AMOUNT THIS PERIOD (E*H)	COMPLETED AND STORED TO DATE (I+J)	% (K/F)	REMAINING TO FINISH (F-K)	RETAINAGE (K*.5)
		CO 5 Subtotal				118,390.57			190,647.25	73.05	190,720.30		(72,329.73)	9,536.02
CO # 06														
10458	CO-16-01	Asphalt Price Increase	1.00	LS	\$28,024.00	28,024.00			-	-	-	0%	28,024.00	-
10442	CO-20-01	Survey & As-Builts	1.00	LS	\$1,230.00	1,230.00			-	-	-	0%	1,230.00	-
10442	CO-20-02	24" RCP (1 Location)	16.00	LF	\$66.50	1,064.00			-	-	-	0%	1,064.00	-
10442	CO-20-03	36" RCP (4 Locations)	64.00	LF	\$125.00	8,000.00			-	-	-	0%	8,000.00	-
10442	CO-20-04	J-1 Curb Inlet	3.00	EA	\$18,300.00	54,900.00			-	-	-	0%	54,900.00	-
10442	CO-20-05	Remove Existing Storm Structure 5-29, 5-31, 5-34	3.00	EA	\$2,000.00	6,000.00			-	-	-	0%	6,000.00	-
10442	CO-20-06	Remove Existing 24" Storm Pipe (1 Location)	16.00	LF	\$136.00	2,176.00			-	-	-	0%	2,176.00	-
10442	CO-20-07	Remove Existing 36" Storm Pipe (4 Locations)	64.00	LF	\$130.00	8,320.00			-	-	-	0%	8,320.00	-
10442	CO-21-01	Adjust Storm MH #4-6.03 Top W/ 4 Foot Riser	1.00	EA	\$3,004.50	3,004.50			-	-	-	0%	3,004.50	-
		CO 06 Subtotal				112,718.50			-	-	-		112,718.50	-
		CHANGE ORDER TOTAL				2,321,645.73			982,156.69	233,859.14	1,216,015.83		1,105,629.90	60,800.79
		GRAND TOTAL				9,814,301.47			8,432,340.43	241,959.14	8,674,299.57	88%	1,140,001.90	433,714.98

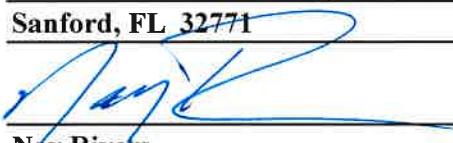
Exhibit B
Contractor Construction Lien Release Phase 4C
**CONDITIONAL WAIVER AND RELEASE OF LIEN
PROGRESS PAYMENT**

The undersigned lienor, in consideration of receipt of a check for the sum of the progress payment in the amount of \$ 229,861.19 hereby waives and releases its lien and right to claim a lien for labor, services, or materials furnished through August 31, 2023, to Pulte Group - 1045 on the following described property:

**Tohoqua Ph 4C & 8
26-25-29-3140-0031-0020, 26-25-29-3140-0030-0170
St. Cloud , FL.**

This waiver and release does not cover any retention of labor, services, or materials furnished after date specified.

Dated on August 25, 2023


Lienor's Name	<u>Jon M Hall Company</u>
Address	<u>1400 Martin Luther King Jr. Blvd.</u>
	<u>Sanford, FL 32771</u>
By	
Printed Name	<u>Noy Rivers</u>
Title	<u>President</u>

State of Florida

County of Seminole

The individual who has before me signed the foregoing Affidavit and Release on the date shown, being first duly sworn, deposes and says that he is authorized to execute the foregoing on behalf of the said firm and that the statements contained herein are true.

Sworn to before me the undersigned authority this, the 25 day of August, 2023. who is personally known to me or who has produced _____ as identification, and who did/did not take an oath.

Notary Signature	
Printed Notary Name	_____
Notary Public	_____
Commission Number	_____

Notary Public State of Florida
Emily Ming Combs
My Commission HH 358120
Expires 2/5/2027

Note: This is statutory form prescribed by Section 713.20, Florida Statutes (1996). Effective October 1, 1996, a person may not require a lienor to furnish a waiver or release of lien that is different from the statutory form.

Lisa Fountain

From: no-reply@dep.state.fl.us
Sent: Monday, May 22, 2023 10:13 AM
To: Lisa Fountain
Cc: DEP_CD@dep.state.fl.us; William.Craig@FloridaDEP.gov; jay.robbins@pultegroup.com; RBIRON@TOHOWATER.COM; Eric Warren
Subject: DEP PW Clearance Issued (0076597-560-DSGP - TOHOQUA PHASE 4C)



**FLORIDA DEPARTMENT OF
Environmental Protection**

Bob Martinez Center
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

**PW Clearance Electronic Submission
Potable Water PARTIAL Clearance**

05/22/2023

Dear Lisa Fountain,

Clearance Type: PARTIAL

Construction Permit Number: 0076597-560-DSGP

Supplier PWS ID: 3491373

Project Name: TOHOQUA PHASE 4C

Portion of Project to be Cleared: 2,202 LF of 8" PVC WM, 361 LF of 4" PVC WM, 5 fire hydrants, and associated valves, fittings, and appurtenances.

Permittee: PULTE GROUP INC.

PWS Supplier: ST. CLOUD, CITY OF (3 WPS)

PWS Owner: ST. CLOUD, CITY OF (3 WPS)

Deviations (when applicable): Added 361 LF of 4" PVC WM

This letter acknowledges receipt of the clearance request form and supporting information, dated 05/22/2023. The submitted information demonstrates the system extension has been constructed in accordance with the FDEP Permit Number above and related plans and materials and that satisfactory pressure and bacteriological tests were conducted in accordance with the AWWA standards. Based on the certification and satisfactory bacteriological results, the Department is clearing the system for service.

If you have any questions, my contacts are William Craig - (407) 897-4329 and William.craig@FloridaDEP.gov .

Enclosures:

All Supporting documentation provided by the applicant can be found here:

<https://prodenv.dep.state.fl.us/DepNexus/public/electronic-documents/3491373/facility!search>

This link will not be available immediately. These documents will be available no later than 3 days from the date of issuance of this letter.

Attachments:

Community Public Drinking Water Systems

If you have any questions or comments regarding this PARTIAL clearance, please contact William Craig via e-mail at William.Craig@FloridaDEP.gov for further information.

Sincerely,

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



SECTION D

AGREEMENT REGARDING TAXES

Tohoqua Community Development District – Utility Conveyance (Phase 4C)

THIS AGREEMENT REGARDING TAXES (“Agreement”) is entered into this ____ day of _____, 2023, by and between **PULTE HOMES, LLC**, a Michigan limited liability company, whose principal address is 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326 (the “Developer”), and **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”).

WITNESSETH

WHEREAS, Developer is the owner and developer of certain infrastructure improvements and personal property, located within the boundaries of the District, as described on Exhibit “A” attached hereto and incorporated herein (the “Improvements”); and

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

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

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

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

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

1. The above recitals are true and correct and are incorporated herein by reference.
2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Improvements, or any portion thereof, for tax year 2022 and all prior years have been paid in full.
3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Improvements for the tax year 2023.

4. Subsequent to the District's acceptance of the Improvements, and only in the event the Improvements are not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Improvements, as applicable, or in the alternative, shall seek a minimal valuation of the Improvements, from the Osceola County Property Appraiser, as applicable, and subsequent to tax year 2023, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Improvements, as applicable.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES

Tohoqua Community Development District – Utility Improvements (Phase 4C)

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

WITNESSES:

PULTE HOME COMPANY, LLC, a Michigan limited liability company

X _____

By: _____

Print: _____

Print: Christopher Wrenn

X _____

Title: Vice President – Land Development (North Florida)

Print: _____

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Tohoqua Community Development District – Utility Improvements (Phase 4C)

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

ATTEST

X _____

By: _____

Print: _____
Secretary/Asst. Secretary

Print: Andre Vidrine
Title: Chairman

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

1. Potable Water Distribution System

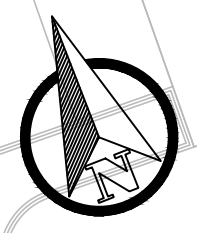
The Improvements are located on the following property:

SEE ATTACHED MAP.

The Improvements were completed in accordance with the following, as applicable:

(1) FDEP Permit No. 0076597-560-DSGP.

30' 60' 120'
SCALE IN FEET



TOHOQUA PHASE 4
ST.CLOUD #19-45.03

TOHOQUA PHASE 6
ST.CLOUD #SUB20-00012

LOTS 27-32, 91-103 SERVICED
BY TOHOQUA PHASE 7
(SUB21-00031)

TOHOQUA PHASE 7
ST.CLOUD #SUB21-00031

REMOVE 2" B.O. AND CONNECT
TO EXISTING 8" G.V.
FDEP PERMIT# 0076597-476-DS

REMOVE 2" B.O. AND
CONNECT TO EXISTING 8" G.V.

REMOVE 2" B.O. AND
CONNECT TO EXISTING 8" G.V.

REMOVE 2" B.O. AND CONNECT
TO EXISTING 8" G.V.
WITH 2" JUMPER LOCATION

361 LF OF 4" PVC WATER
MAIN ADDED TO SERVICE 6
LOTS.

Existing	Utility Type	Proposed
--- WM --- WM ---	WATER MAINS (WM)	--- WM ---
---	SERVICE LINE	---
--- G.V. ---	GATE VALVE (G.V.)	--- G.V. ---
--- TEE ---	TEE	--- TEE ---
--- BEND ---	BENDS	--- BEND ---
--- REDUCER ---	REDUCER	--- REDUCER ---
--- F.H.A. ---	FIRE HYDRANT ASSEMBLY (6" MAIN)	--- F.H.A. ---

**FDEP PARTIAL WATER
DEVIATION EXHIBIT**

**FDEP PERMIT NO.:
0076597-560-DSGP**

TOHOQUA PHASE 4C

Project Name:
**TOHOQUA
PHASE 4C**



Poulos & Bennett, LLC
2602 E. Livingston St., Orlando, FL 32803
Tel. 407.487.2594 www.poulosandbennett.com
Eng. Bus. No. 28567

SECTION E

BILL OF SALE ABSOLUTE AND AGREEMENT

Tohoqua Community Development District - Utility Conveyance (Phase 4C)

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (“Agreement”) is made as of this ____ day of _____, 2023, by and between **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (hereinafter referred to as “Developer”), whose address is 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326, and

RECITALS

WHEREAS, Developer owns certain improvements, equipment and personal property located within the boundaries of the District, and the extent, nature and location of such improvements and equipment is more fully set forth in Exhibit “A” attached hereto (collectively, the “Improvements”);

WHEREAS, both Developer and the District find it to be in the best interest of both parties for the Developer to transfer the Improvements to the District, to be subsequently transferred to Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes* (“TWA”); and

WHEREAS, Developer desires to convey the Improvements to the District to allow such subsequent transfer for operation and maintenance, and the District desires to accept such transfer, to subsequently transfer to TWA for ownership, operation and maintenance.

NOW, THEREFORE, the parties hereto hereby agree to and acknowledge the following:

1. The above recitals are true and correct and are hereby incorporated into this Agreement.

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

the extent they are assignable, together with any related documents, materials, data, letters, and agreements, to have and to hold unto District, its successors and assigns, to and for its or their use, forever.

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, by their proper officer thereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered
in the presence of :

PULTE HOME COMPANY, LLC, a
Michigan limited liability company

Witness

By: _____

Print: Christopher Wrenn

Printed Name

Title: Vice President – Land Development
(North Florida)

Witness

Printed Name

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of September, 2023, by Christopher Wrenn, as Vice President – Land Development (North Florida), of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, on behalf of the limited liability company. Said person is [] personally known to me or [] has produced _____ as identification.

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

COUNTERPART SIGNATURE PAGE TO BILL OF SALE
Tohoqua Community Development District – Utility Conveyance (Phase 4C)

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

ATTEST:

By: _____
Secretary/Asst. Secretary

By: _____

Print: Andre Vidrine

Title: Chairman

**STATE OF FLORIDA
COUNTY OF ORANGE**

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

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

EXHIBIT "A"

LIST AND DESCRIPTION OF IMPROVEMENTS

1. Potable Water Distribution System

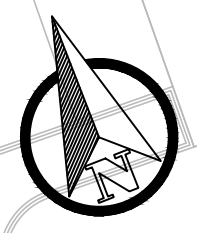
The Improvements are located on the following property:

SEE ATTACHED MAP.

The Improvements were completed in accordance with the following, as applicable:

(1) FDEP Permit No. 0076597-560-DSGP.

30' 60' 120'
SCALE IN FEET



TOHOQUA PHASE 4
ST.CLOUD #19-45.03

TOHOQUA PHASE 6
ST.CLOUD #SUB20-00012

LOTS 27-32, 91-103 SERVICED
BY TOHOQUA PHASE 7
(SUB21-00031)

TOHOQUA PHASE 7
ST.CLOUD #SUB21-00031

REMOVE 2" B.O. AND CONNECT
TO EXISTING 8" G.V.
FDEP PERMIT# 0076597-476-DS

REMOVE 2" B.O. AND
CONNECT TO EXISTING 8" G.V.

REMOVE 2" B.O. AND
CONNECT TO EXISTING 8" G.V.

REMOVE 2" B.O. AND CONNECT
TO EXISTING 8" G.V.
WITH 2" JUMPER LOCATION

361 LF OF 4" PVC WATER
MAIN ADDED TO SERVICE 6
LOTS.

Existing	Utility Type	Proposed
--- WM --- WM ---	WATER MAINS (WM)	--- WM ---
---	SERVICE LINE	---
--- G.V. ---	GATE VALVE (G.V.)	--- G.V. ---
--- TEE ---	TEE	--- TEE ---
--- BEND ---	BENDS	--- BEND ---
--- REDUCER ---	REDUCER	--- REDUCER ---
--- F.H.A. ---	FIRE HYDRANT ASSEMBLY (6" MAIN)	--- F.H.A. ---

**FDEP PARTIAL WATER
DEVIATION EXHIBIT**

**FDEP PERMIT NO.:
0076597-560-DSGP**

TOHOQUA PHASE 4C

Project Name:
**TOHOQUA
PHASE 4C**



Poulos & Bennett, LLC
2602 E. Livingston St., Orlando, FL 32803
Tel. 407.487.2594 www.poulosandbennett.com
Eng. Bus. No. 28567

SECTION F

OWNER'S AFFIDAVIT

Tohoqua Community Development District – Utility Conveyance (Phase 4C)

STATE OF FLORIDA COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared Christopher Wrenn (“Affiant”) as Vice President – Land Development (North Florida) of Pulte Home Company, LLC, a Michigan limited liability company, authorized to do business in Florida, whose principal address is 3350 Peachtree Road Northeast, Suite 150, Atlanta, Georgia 30326 (the “Owner”), who being first duly sworn on oath says:

1. That Affiant knows of his own knowledge that the Owner is the owner of certain infrastructure improvements located in the City of St. Cloud, Florida (the “Improvements”), as more particularly described on Exhibit “A” attached hereto, and that Affiant as the Vice President – Land Development (North Florida) of the Owner, is making this Affidavit in that capacity only, and that no recourse shall be made against Affiant individually.

2. That the Improvements, as described in the Bill of Sale Absolute and Agreement, dated as of the date hereof, are free and clear of all liens and encumbrances.

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

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

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

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

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

8. That this Affidavit is given for the purposes of inducing the Tohoqua Community Development District (the “District”), a Florida community development district and local unit

of special-purpose government, to accept the Owner's conveyance of the Improvements and for the District's future conveyance of the Improvements to Tohopekaliga Water Authority.

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

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP ("LLEB"), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 38-1545089; (v) has a mailing address of 3350 Peachtree Road Northeast, Suite 1500, Atlanta, Georgia 30326. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Owner and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

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

[SIGNATURES ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

DATED: _____, 2023

Signed, sealed and delivered in our presence:

PULTE HOME COMPANY, LLC, a
Michigan limited liability company

(Signature)

By: _____

(Print Name)

Print: Christopher Wrenn

(Signature)

Title: Vice President – Land Development
(North Florida)

(Print Name)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this _____ day of September, 2023, by Christopher Wrenn, as Vice President – Land Development (North Florida) of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, on behalf of the limited liability company. Said person is [] personally known to me or [] has produced _____ as identification.

(SEAL)

Notary Public; State of Florida

Print Name: _____

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

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

1. Potable Water Distribution System

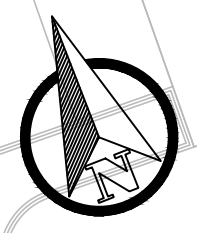
The Improvements are located on the following property:

SEE ATTACHED MAP.

The Improvements were completed in accordance with the following, as applicable:

(1) FDEP Permit No. 0076597-560-DSGP.

30' 60' 120'
SCALE IN FEET



TOHOQUA PHASE 4
ST.CLOUD #19-45.03

TOHOQUA PHASE 6
ST.CLOUD #SUB20-00012

LOTS 27-32, 91-103 SERVICED
BY TOHOQUA PHASE 7
(SUB21-00031)

TOHOQUA PHASE 7
ST.CLOUD #SUB21-00031

REMOVE 2" B.O. AND CONNECT
TO EXISTING 8" G.V.
FDEP PERMIT# 0076597-476-DS

REMOVE 2" B.O. AND
CONNECT TO EXISTING 8" G.V.

REMOVE 2" B.O. AND
CONNECT TO EXISTING 8" G.V.

REMOVE 2" B.O. AND CONNECT
TO EXISTING 8" G.V.
WITH 2" JUMPER LOCATION

361 LF OF 4" PVC WATER
MAIN ADDED TO SERVICE 6
LOTS.

Existing	Utility Type	Proposed
--- WM --- WM ---	WATER MAINS (WM)	--- WM ---
---	SERVICE LINE	---
--- G.V. ---	GATE VALVE (G.V.)	--- G.V. ---
--- TEE ---	TEE	--- TEE ---
--- BEND ---	BENDS	--- BEND ---
--- REDUCER ---	REDUCER	--- REDUCER ---
--- F.H.A. ---	FIRE HYDRANT ASSEMBLY (6" MAIN)	--- F.H.A. ---

**FDEP PARTIAL WATER
DEVIATION EXHIBIT**

**FDEP PERMIT NO.:
0076597-560-DSGP**

TOHOQUA PHASE 4C

Project Name:
**TOHOQUA
PHASE 4C**



Poulos & Bennett, LLC
2602 E. Livingston St., Orlando, FL 32803
Tel. 407.487.2594 www.poulosandbennett.com
Eng. Bus. No. 28567

SECTION G

CERTIFICATE OF DISTRICT ENGINEER

Tohoqua Community Development District – Utility Conveyance (Phase 4C)

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

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

2. That the District proposes to accept from **Pulte Home Company, LLC**, a Michigan limited liability company (“Developer”), and subsequently proposes to transfer to the **Tohopekaliga Water Authority**, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes* (“TWA”), for ownership, operation and maintenance, certain infrastructure improvements and personal property described in Exhibit “A”, attached hereto and incorporated herein by reference (collectively, the “Improvements”), made in, on, over, under and through the land described in Exhibit “A” attached hereto and incorporated herein by reference, upon completion of the entire Potable Water Distribution System Phase 4C. Any Improvements being conveyed to the District is being transferred at only nominal cost to the District; therefore no review of an appraisal or similar documentation to reasonableness of purchase price or other valuation is required or being rendered.

3. That this certification (the “Certification”) is provided in conjunction with, and in support of, the District’s approval of the conveyance of the Improvements from the Developer to the District and the District’s conveyance of the Improvements to TWA upon completion of the entire Potable Water Distribution System Phase 4C. The District will rely on this Certification for such purposes.

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

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

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

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER
Tohoqua Community Development District – Utility Conveyance (Phase 4C)

DATED: _____, 2023

Witness: _____

Print: _____

Witness: _____

Print: _____

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

STATE OF FLORIDA
COUNTY OF ORANGE

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

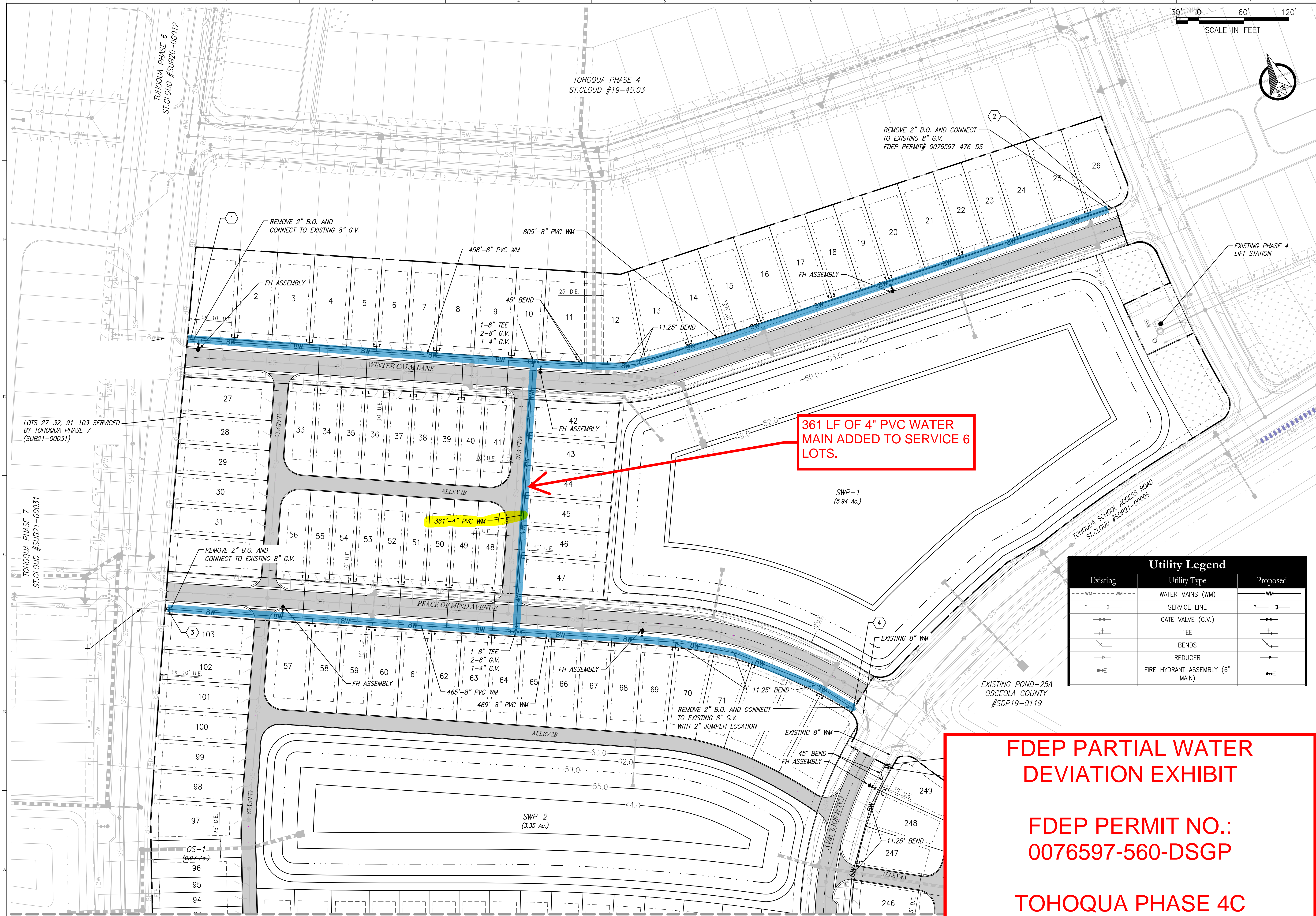
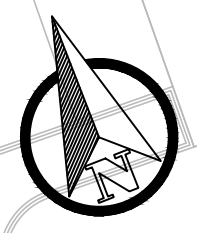
1. Potable Water Distribution System

The Improvements are located on the following property:

SEE ATTACHED MAP.

The Improvements were completed in accordance with the following, as applicable:

(1) FDEP Permit No. 0076597-560-DSGP



361 LF OF 4" PVC WATER MAIN ADDED TO SERVICE 6 LOTS.

Existing	Utility Type	Proposed
--- WM --- WM ---	WATER MAINS (WM)	--- WM ---
---	SERVICE LINE	---
⊕	GATE VALVE (G.V.)	⊕
⊕	TEE	⊕
⊕	BENDS	⊕
⊕	REDUCER	⊕
⊕	FIRE HYDRANT ASSEMBLY (6" MAIN)	⊕

FDEP PARTIAL WATER DEVIATION EXHIBIT

FDEP PERMIT NO.: 0076597-560-DSGP

TOHOQUA PHASE 4C

Project Name:
TOHOQUA PHASE 4C



SECTION VII

SECTION A

**TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 (PHASE 3 / 6 PROJECT) BONDS
PHASE 3 / 6 (PHASE 3 / 6 PROJECT)**

(Acquisition and Construction)

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 National Association, as trustee (the “Trustee”), dated as of February 1, 2018, as supplemented by that certain Fifth Supplemental Trust Indenture dated as 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: **Requisition No. 5**
- (B) Identify Acquisition Agreement, if applicable; **Series 2022 (Phase 3 / 6 Project) Bonds;**
- (C) Name of Payee pursuant to Acquisition Agreement: Lennar Homes, LLC
- (D) Amount Payable: **\$759,339.44**
- (E) Purpose for which paid or incurred (refer also to specific contract if amount is due and payable pursuant to a contract involving progress payments):

The enclosed Requisition No. 5 Includes Costs Associated with the following portions of development located within Phase 3:

- **Construction Costs (See Table 1)**
 - **Phase 3 Infrastructure**

- (F) Fund or Account and subaccount, if any, 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 Series 2022 (Phase 3 / 6 Project) Special Assessments;
3. Each disbursement set forth above was incurred in connection with the Cost of the Phase 3 / 6 Project; and
4. Each disbursement represents a cost of the Phase 3 / 6 Project which has not previously been paid.

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 are on file with the District.

TOHOQUA COMMUNITY
DEVELOPMENT DISTRICT

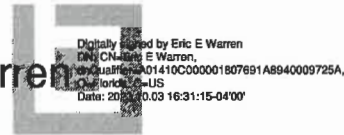
By: 
Responsible Officer

Date: 10/3/23

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Phase 3 / 6 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Eric E Warren



Consulting Engineer

SECTION B

Tohoqua Community Development District

PHASE 3 / 6 (PHASE 3 / 6 PROJECT)
ACQUISITION & REQUISITION #5

Prepared For

Tohoqua Community Development District

Date

October 3, 2023

POULOS & BENNETT

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

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Section 1

Requisition No. 5

Requisition No. 5 for Disbursement

Requisition No. 5 Summary

Table 1: Summary of Costs for Requisition #5

Section 2

Infrastructure Exhibits

Exhibit 1: Proposed Public & Private Uses Within CDD

Exhibit 2: Phase 3 Stormwater Collection System

Section 3

Supplemental Documents

Exhibit A: Contractor Construction Pay Application Phase 3

Exhibit B: Contractor Construction Lien Release Phase 3

Exhibit C: Stormwater As-Builts Phase 3

Section 1
Requisition No. 5

REQUISITION NO. 5 SUMMARY

Tohoqua Community Development District (CDD) Acquisition & Requisition Request No. 5 is detailed in the following report. Requisition No. 5 is for Phase 3 (Phase 3 / 6 Project). Phase 3 is recorded in Plat Book 32 Page 134-138.

Requisition No. 5 includes the reimbursement request from Lennar Corporation for Phase 3 per Exhibit 12B capital improvement costs of the Fifth Supplemental CDD Engineer's Report as dated September 20, 2022. The request includes the following infrastructure:

- Facilities (See Exhibit 2)
 - Stormwater System

Please note Table 1 and the Exhibits referenced above provide additional details on costs, scope, and percentage of applicable costs which applies to the Phase 3.

Table 1 provides a summary of the percentage that is reimbursable based on CDD infrastructure related to the above facilities. Requisition No. 5 includes a portion of the construction costs paid by Lennar to JMHC, Inc. based on Pay Application No. 18 dated July 25, 2023 for Phase 3 as reviewed by Poulos & Bennett, LLC. No costs associated with Phase 6 are being requested for reimbursement as part of this requisition.

**TOHOQUA COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 (PHASE 3 / 6 PROJECT) BONDS
PHASE 3 / 6 (PHASE 3 / 6 PROJECT)**

(Acquisition and Construction)

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 National Association, as trustee (the “Trustee”), dated as of February 1, 2018, as supplemented by that certain Fifth Supplemental Trust Indenture dated as 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: **Requisition No. 5**
- (B) Identify Acquisition Agreement, if applicable; **Series 2022 (Phase 3 / 6 Project) Bonds;**
- (C) Name of Payee pursuant to Acquisition Agreement: Lennar Homes, LLC
- (D) Amount Payable: **\$759,339.44**
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 - **Phase 3 Infrastructure**

- (F) Fund or Account and subaccount, if any, 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 Series 2022 (Phase 3 / 6 Project) Special Assessments;
3. Each disbursement set forth above was incurred in connection with the Cost of the Phase 3 / 6 Project; and
4. Each disbursement represents a cost of the Phase 3 / 6 Project which has not previously been paid.

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 are on file with the District.

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT

By: _____
Responsible Officer

Date: _____ 10/3/23

**CONSULTING ENGINEER'S APPROVAL FOR
NON-COST OF ISSUANCE REQUESTS ONLY**

The undersigned Consulting Engineer hereby certifies that this disbursement is for the Cost of the Phase 3 / 6 Project and is consistent with: (i) the Acquisition Agreement; and (ii) the report of the Consulting Engineer, as such report shall have been amended or modified.

Eric E Warren



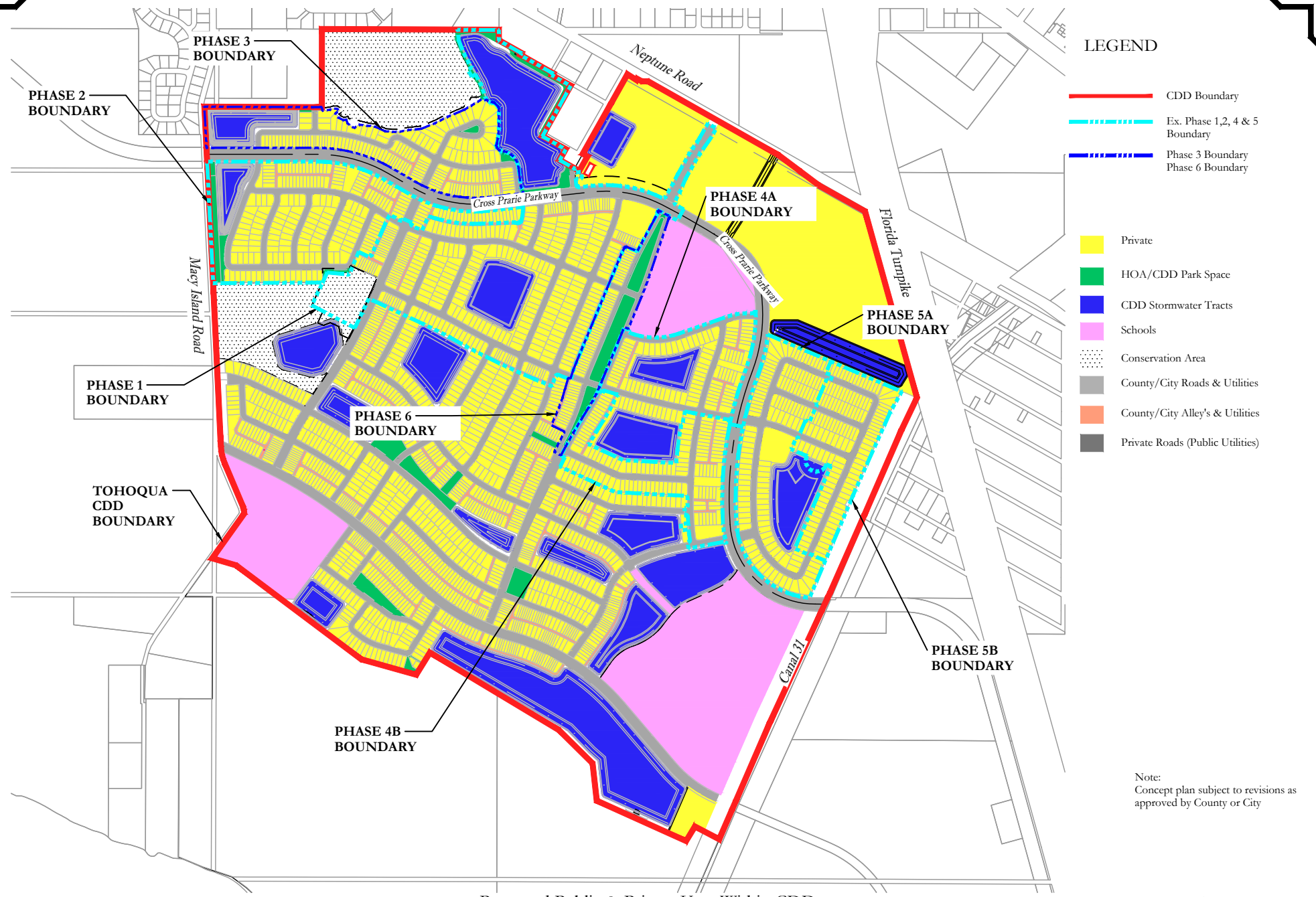
Digitally signed by Eric E Warren
DN: CN=Eric E Warren,
c=US, email=01410C000001B07691A8940009725A,
ou=Florida, o=US
Date: 2023.10.03 16:31:15-0400'

Consulting Engineer

TABLE 1
Tohoqua Community Development District
Phase 3
Summary of Costs for Requisition #3?
September 20, 2023

DESCRIPTION	TOTAL AMOUNT	REQ #2 QTY	UNIT	UNIT COST	REQ #2 AMOUNT	REQ #2 %
Stormwater Distribution System (Phase 3)						
15" Class III RCP	\$ 19,152.00	399	LF	\$ 48.00	\$ 19,152.00	100.0%
18" Class III RCP	\$ 10,692.00	198	LF	\$ 54.00	\$ 10,692.00	100.0%
24" Class III RCP	\$ 38,736.00	538	LF	\$ 72.00	\$ 38,736.00	100.0%
30" Class III RCP	\$ 19,800.00	200	LF	\$ 99.00	\$ 19,800.00	100.0%
36" Class III RCP	\$ 161,063.00	1,211	LF	\$ 133.00	\$ 161,063.00	100.0%
42" Class III RCP	\$ 125,736.00	744	LF	\$ 169.00	\$ 125,736.00	100.0%
60" Class III RCP	\$ 74,640.00	240	LF	\$ 311.00	\$ 74,640.00	100.0%
Dewatering	\$ 18,470.44	1	LS	\$ 18,470.44	\$ 18,470.44	100.0%
42" MES	\$ 26,460.00	1	EA	\$ 26,460.00	\$ 26,460.00	100.0%
Type D Curb Inlet	\$ 11,920.00	2	EA	\$ 5,960.00	\$ 11,920.00	100.0%
Type V Curb Inlet	\$ 5,570.00	1	EA	\$ 5,570.00	\$ 5,570.00	100.0%
Type P-1 Curb Inlet	\$ 48,230.00	7	EA	\$ 6,890.00	\$ 48,230.00	100.0%
Type P-2 Curb Inlet	\$ 5,750.00	1	EA	\$ 5,750.00	\$ 5,750.00	100.0%
Type P-3 Curb Inlet	\$ 12,700.00	2	EA	\$ 6,350.00	\$ 12,700.00	100.0%
Type P-4 Curb Inlet	\$ 47,110.00	7	EA	\$ 6,730.00	\$ 47,110.00	100.0%
Type J Manhole	\$ 55,825.00	7	EA	\$ 7,975.00	\$ 55,825.00	100.0%
Type H Control Structure w/ Fiberglass Skimmer	\$ 7,690.00	1	EA	\$ 7,690.00	\$ 7,690.00	100.0%
Replace MH Top w/ Grate	\$ 2,135.00	1	EA	\$ 2,135.00	\$ 2,135.00	100.0%
Replace Top w/ Grate (Exist Str 1-18)	\$ 1,870.00	1	EA	\$ 1,870.00	\$ 1,870.00	100.0%
Modification to Exist CS-1	\$ 1,850.00	1	EA	\$ 1,850.00	\$ 1,850.00	100.0%
Connect to Exist Storm Manhole	\$ 18,000.00	4	EA	\$ 4,500.00	\$ 18,000.00	100.0%
Type H Control Structure (Wetland Canal)	\$ 27,700.00	1	EA	\$ 27,700.00	\$ 27,700.00	100.0%
Plug & Driver Team for Storm Tie-In's	\$ 18,240.00	4	EA	\$ 4,560.00	\$ 18,240.00	100.0%
Subtotal	\$ 759,339.44				\$ 759,339.44	100.0%

Section 2
Infrastructure Exhibits



Proposed Public & Private Uses Within CDD

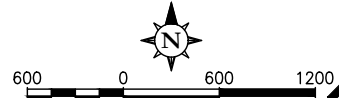
Tohoqua CDD

POULOS & BENNETT

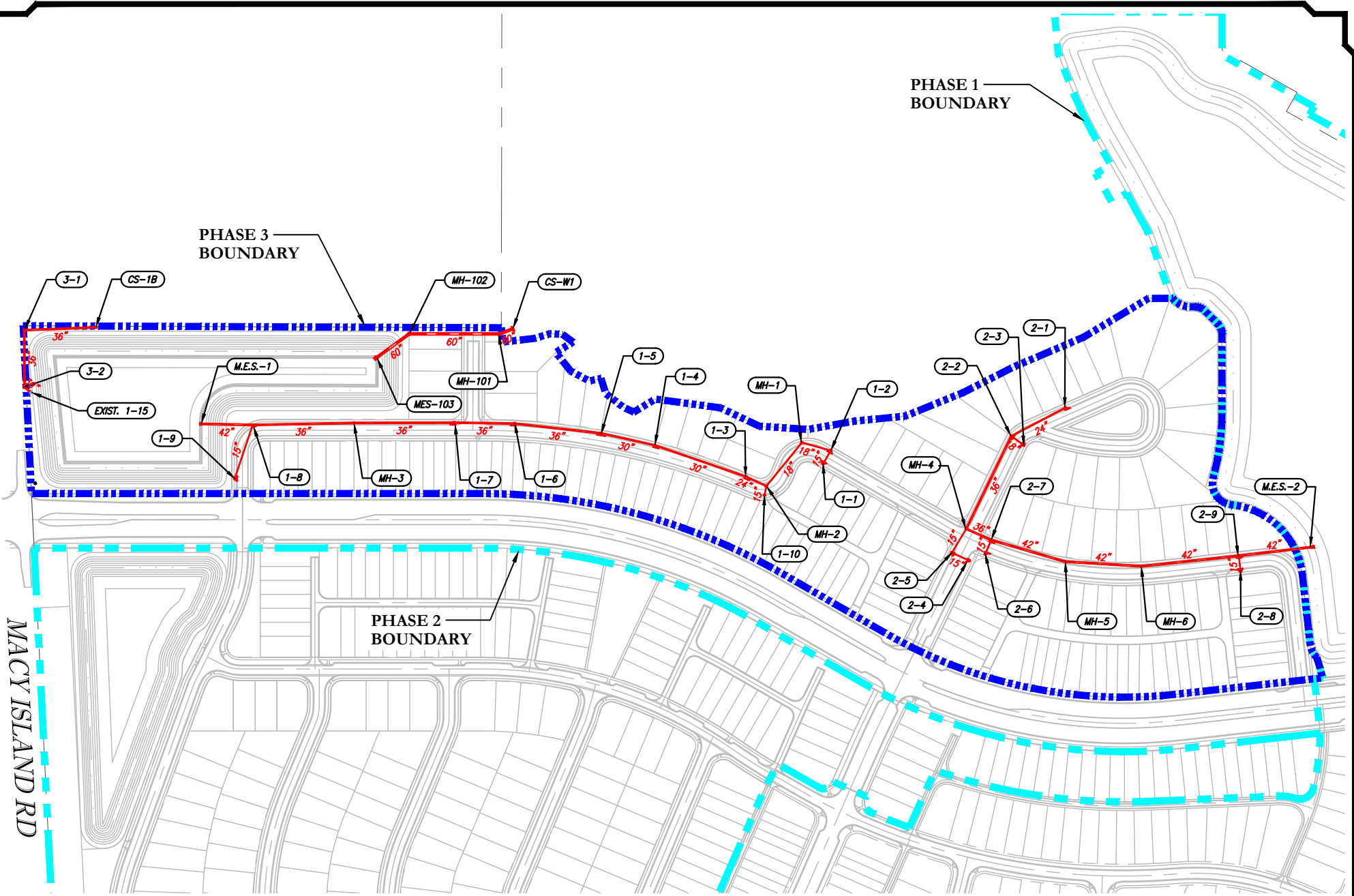
October 25, 2022
P & B Job No.: 21-029

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

www.poulosandbennett.com
Certificate of Authorization No. 28567



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



MACY ISLAND RD

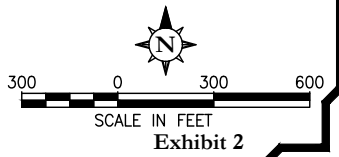
PHASE 3
BOUNDARY

PHASE 1
BOUNDARY

PHASE 2
BOUNDARY

Stormwater Collection System

Tohoqua Phase 3 CDD



POULOS & BENNETT

October 25, 2022
P & B Job No.: 21-029

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

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Certificate of Authorization No. 28567

Z:\2021\21-029 LENNAR - TOHOQUA 3, 6 & 7\CAD\EXH & FIGS\CDD\PHASE 3 REQUISITION EXHIBITS\PH3 CDD STORMWATER COLLECTION SYSTEM

Section 3
Supplemental Documents

Exhibit A

Contractor Construction Pay Application Phase 3

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER: Lennar Homes, LLC
6750 Forum Drive
Suite 310
Orlando, FL 32821

PROJECT: **Tohoqua Ph. 3**
Erosion, Paving,
Storm & Reclaim

AIA DOCUMENT G702 PAGE ONE OF PAGES

APPLICATION NO: **18** Distribution to:
DATE: 07/25/23 OWNER
PROJECT NO: 22206A ENGINEER
 CONTRACTOR
CONTRACT DATE: 03/15/22
CONTRACT NO: **04859754**

FROM CONTRACTOR: JMHC, Inc. VIA: EMAIL
2816 East Robinson Street
Orlando, FL 32803



CONTRACT FOR: Sitework

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM\$	<u>2,124,950.00</u>
2. Net change by Change Orders\$	<u>85,523.24</u>
3. CONTRACT SUM TO DATE\$	<u>2,210,473.24</u>
4. TOTAL COMPLETED & STORED TO DATE\$	<u>2,210,473.24</u>
5. RETAINAGE:		
a. <u>0</u> % of Completed Work \$	<u>0.00</u>
(Columns D + E on G703)		
b. _____ % of Stored Material \$	_____
(Column F on G703)		
Total Retainage (Line 5a + 5b or		
Total in Column I of G703).....\$		<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE\$	<u>2,210,473.24</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate).....\$		<u>1,989,425.92</u>
8. CURRENT PAYMENT DUE\$	<u>221,047.32</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6) \$		<u>0.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	37,533.24	
Total approved this Month	47,990.00	0.00
TOTALS	85,523.24	0.00
NET CHANGES by Change Order	85,523.24	

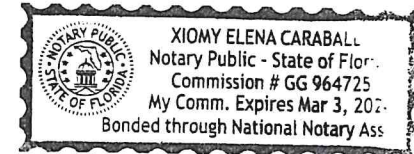
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the contract documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: JMHC, Inc.

By: [Signature] Date: July 25, 2023

State of Florida
County of Orange
Subscribed and sworn to before
me this 25 day of July, 2023

Notary Public: [Signature]



My Commission expires: 3/3/24

ARCHITECT'S CERTIFICATE FOR PAYMENT
Engineer's

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 221,047.32

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ENGINEER:

By: Paul Negrón Date: 7/28/2023

This certificate is not negotiable. The AMOUNT CERTIFIED is payable only the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

No.	Description	CONTRACT AMOUNT		PREVIOUSLY COMPLETED		COMPLETED THIS INVOICE		COMPLETED TO DATE		RETENTION	NET DUE		REMAINING ON CONTRACT	
		Amount	Cost Code	Amount	Amount	Amount	Amount	Amount	Amount		Amount	Amount		
Application For Payment Summary														
	Survey	\$ 42,522.00	2120		\$ 42,522.00		\$ -		\$ 42,522.00		42,522.00			0.00
	Erosion Control	\$ 103,683.85	2749		\$ 103,683.85		\$ -		\$ 103,683.85		103,683.85			0.00
	Storm Drainage	\$ 892,168.50	3001		\$ 892,168.50		\$ -		\$ 892,168.50		892,168.50			0.00
	Paving	\$ 807,082.65	3279		\$ 807,082.65		\$ -		\$ 807,082.65		807,082.65			0.00
	Reclaim Water	\$ 279,493.00	3735		\$ 279,493.00		\$ -		\$ 279,493.00		279,493.00			0.00
	Change Order No. 01	\$ 37,533.24			\$ 37,533.24		\$ -		\$ 37,533.24		37,533.24			0.00
	Change Order No. 02	\$ 47,990.00			\$ 47,990.00		\$ -		\$ 47,990.00		47,990.00			0.00
TOTAL		\$ 2,210,473.24			2,210,473.24		0.00		2,210,473.24	0.00	2,210,473.24			0.00

VENDOR: 2726673	CONTRACT # 04859754	Field Approval	Checked By	Office Approval	Entered By	Deduction of 0% Retention	\$ -
JMHC						Total Due To-Date	\$ 2,210,473.24
INV.DATE: 07/25/23	INV.#	APPL.# 18				Previous Application	\$ 1,989,425.92
DESCRIPTION: Tohoqua Phase 3 Erosion, Paving, Storm and Reclaim						Balance Due This Application	\$ 221,047.32
ACCT# 1649703		ACCT. DATE:					

No.	Description	CONTRACT AMOUNT				PREVIOUSLY COMPLETED		COMPLETED THIS INVOICE		COMPLETED TO DATE		REMAINING ON CONTRACT		
		Qty	Unit	Price	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount	
Tohoqua Phase 3														
Erosion Control														
2749.	Silt Fence (SINGLE ROW)	2,600	LF	\$1.27	\$ 3,302.00	2,600.00	3,302.00			0.00	2,600.00	3,302.00	0.00	0.00
2749.	Inlet Protection	25	EA	\$240.00	\$ 6,000.00	25.00	6,000.00			0.00	25.00	6,000.00	0.00	0.00
2749.	Swales & Ponds	4,240	SY	\$2.80	\$ 11,872.00	4,240.00	11,872.00			0.00	4,240.00	11,872.00	0.00	0.00
2749.	Erosion Control Maintenance	1	LS	\$11,285.00	\$ 11,285.00	1.00	11,285.00			0.00	1.00	11,285.00	0.00	0.00
2749.	Seed & Mulch all lots	103,385	SY	\$0.33	\$ 34,117.05	103,385.00	34,117.05			0.00	103,385.00	34,117.05	0.00	0.00
2749.	Temporary Construction Entrance	1	EA	\$8,600.00	\$ 8,600.00	1.00	8,600.00			0.00	1.00	8,600.00	0.00	0.00
2749.	SILT FENCE- DOUBLE ROW	4,820	LF	\$2.54	\$ 12,242.80	4,820.00	12,242.80			0.00	4,820.00	12,242.80	0.00	0.00
2749.	SURFACE PUMP EXISTING WATER	1	LS	\$16,265.00	\$ 16,265.00	1.00	16,265.00			0.00	1.00	16,265.00	0.00	0.00
Total Erosion Control					\$ 103,683.85		\$ 103,683.85		\$ -		\$ 103,683.85		\$ -	
Roads and Paving Onsite														
Paving														
3279.	1.5" Asphalt, Type SP-9.5 (1 Lift)	15,244	SY	\$10.40	\$ 158,537.60	15,244.00	158,537.60			0.00	15,244.00	158,537.60	0.00	0.00
3279.	6" Crushed Concrete (Compacted to 98% Of Mod.)	15,244	SY	\$16.84	\$ 256,642.65	15,244.00	256,642.65			0.00	15,244.00	256,642.65	0.00	0.00
3279.	10" Compacted Subgrade (LBR 40)	15,244	SY	\$2.80	\$ 42,683.20	15,244.00	42,683.20			0.00	15,244.00	42,683.20	0.00	0.00
3279.	6" Stabilized Curb Pad (LBR 40)	3,841	SY	\$9.20	\$ 35,337.20	3,841.00	35,337.20			0.00	3,841.00	35,337.20	0.00	0.00
3279.	Type "F" Curb and Gutter*	7,300	LF	\$17.40	\$ 127,020.00	7,300.00	127,020.00			0.00	7,300.00	127,020.00	0.00	0.00
3279.	Ribbon curb*	4,218	LF	\$12.50	\$ 52,725.00	4,218.00	52,725.00			0.00	4,218.00	52,725.00	0.00	0.00
3279.	4" Sidewalk (Unreinforced)*	11,600	SF	\$5.68	\$ 65,888.00	11,600.00	65,888.00			0.00	11,600.00	65,888.00	0.00	0.00
3279.	Handicap Ramps with Truncated Domes	23	EA	\$1,375.00	\$ 31,625.00	23.00	31,625.00			0.00	23.00	31,625.00	0.00	0.00
Striping														
3279.	Striping, Signage, and RPM's	1	LS	\$25,195.00	\$ 25,195.00	1.00	25,195.00			0.00	1.00	25,195.00	0.00	0.00
3279.	Remove Existing Curb	275	LF	\$6.75	\$ 1,856.25	275.00	1,856.25			0.00	275.00	1,856.25	0.00	0.00
3279.	Remove Existing Sidewalk	120	LF	\$12.00	\$ 1,440.00	120.00	1,440.00			0.00	120.00	1,440.00	0.00	0.00
3279.	Remove Existing Pavement	215	SY	\$10.60	\$ 2,279.00	215.00	2,279.00			0.00	215.00	2,279.00	0.00	0.00
3279.	Valley Gutter (Pavement)	223	LF	\$26.25	\$ 5,853.75	223.00	5,853.75			0.00	223.00	5,853.75	0.00	0.00
Total Roads and Paving Onsite					\$ 807,082.65		807,082.65		0.00		807,082.65		0.00	
Storm Drainage														
Pipe														
3001.	15" CLASS III RCP	399	LF	\$48.00	\$ 19,152.00	399.00	19,152.00			0.00	399.00	19,152.00	0.00	0.00
3001.	18" CLASS III RCP	198	LF	\$54.00	\$ 10,692.00	198.00	10,692.00			0.00	198.00	10,692.00	0.00	0.00
3001.	24" CLASS III RCP	538	LF	\$72.00	\$ 38,736.00	538.00	38,736.00			0.00	538.00	38,736.00	0.00	0.00
3001.	30" CLASS III RCP	200	LF	\$99.00	\$ 19,800.00	200.00	19,800.00			0.00	200.00	19,800.00	0.00	0.00

No.	Description	CONTRACT AMOUNT			PREVIOUSLY COMPLETED		COMPLETED THIS INVOICE		COMPLETED TO DATE		REMAINING ON CONTRACT		
		Qty	Unit	Price	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
3001.	36" CLASS III RCP	1,211	LF	\$133.00	\$ 161,063.00	1,211.00	161,063.00		0.00	1,211.00	161,063.00	0.00	0.00
3001.	42" CLASS III RCP	744	LF	\$169.00	\$ 125,736.00	744.00	125,736.00		0.00	744.00	125,736.00	0.00	0.00
3001.	60" CLASS III RCP	240	LF	\$311.00	\$ 74,640.00	240.00	74,640.00		0.00	240.00	74,640.00	0.00	0.00
3001.	DEWATERING	1	LS	\$29,091.50	\$ 29,091.50	1.00	29,091.50		0.00	1.00	29,091.50	0.00	0.00
	Drainage Structures												
3001.	RCP MES: 42"	1	EA	\$26,460.00	\$ 26,460.00	1.00	26,460.00		0.00	1.00	26,460.00	0.00	0.00
3001.	Type 'D' Inlet	2	EA	\$5,960.00	\$ 11,920.00	2.00	11,920.00		0.00	2.00	11,920.00	0.00	0.00
3001.	Type 'V' Inlet	1	EA	\$5,570.00	\$ 5,570.00	1.00	5,570.00		0.00	1.00	5,570.00	0.00	0.00
3001.	FDOT Type "P-1" Curb Inlet	7	EA	\$6,890.00	\$ 48,230.00	7.00	48,230.00		0.00	7.00	48,230.00	0.00	0.00
3001.	FDOT Type "P-2" Curb Inlet	1	EA	\$5,750.00	\$ 5,750.00	1.00	5,750.00		0.00	1.00	5,750.00	0.00	0.00
3001.	FDOT Type "P-3" Curb Inlet	2	EA	\$6,350.00	\$ 12,700.00	2.00	12,700.00		0.00	2.00	12,700.00	0.00	0.00
3001.	FDOT Type "P-4" Curb Inlet	7	EA	\$6,730.00	\$ 47,110.00	7.00	47,110.00		0.00	7.00	47,110.00	0.00	0.00
3001.	Type "J" Manhole	7	EA	\$7,975.00	\$ 55,825.00	7.00	55,825.00		0.00	7.00	55,825.00	0.00	0.00
3001.	Type "H" Control Structure With F/G Skimmer	1	EA	\$7,690.00	\$ 7,690.00	1.00	7,690.00		0.00	1.00	7,690.00	0.00	0.00
3001.	Replace MH top with Grate	1	EA	\$2,135.00	\$ 2,135.00	1.00	2,135.00		0.00	1.00	2,135.00	0.00	0.00
3001.	Modifications to Exist. 1-18 (Replace Top with Grate)	1	EA	\$1,870.00	\$ 1,870.00	1.00	1,870.00		0.00	1.00	1,870.00	0.00	0.00
3001.	Modifications TO CS-1	1	EA	\$1,850.00	\$ 1,850.00	1.00	1,850.00		0.00	1.00	1,850.00	0.00	0.00
3001.	Connect to Exist. Storm MH	4	EA	\$4,500.00	\$ 18,000.00	4.00	18,000.00		0.00	4.00	18,000.00	0.00	0.00
3001.	Type H DBI Control structure at Wetland Canal (Storm)	1	EA	\$27,700.00	\$ 27,700.00	1.00	27,700.00		0.00	1.00	27,700.00	0.00	0.00
3001.	Import Fill for Pipe Bedding (Storm)	6,080	CY	\$15.00	\$ 91,200.00	6,080.00	91,200.00		0.00	6,080.00	91,200.00	0.00	0.00
3001.	Plug & Driver Team for Storm Tie in's (Storm)	4	EA	\$4,560.00	\$ 18,240.00	4.00	18,240.00		0.00	4.00	18,240.00	0.00	0.00
3001.	Test and Clean Storm Drainage (Storm)	3,648	LF	\$8.50	\$ 31,008.00	3,648.00	31,008.00		0.00	3,648.00	31,008.00	0.00	0.00
	Total Drainage				\$ 892,168.50		892,168.50		0.00		892,168.50		0.00
	Reclaim Water Irrigation												
3735.	4" PVC Reuse Water Main	4,570	LF	\$24.00	\$ 109,680.00	4,570.00	109,680.00		0.00	4,570.00	109,680.00	0.00	0.00
3735.	8" PVC Reuse Water Main	20	LF	\$101.00	\$ 2,020.00	20.00	2,020.00		0.00	20.00	2,020.00	0.00	0.00
3735.	Miscellaneous Fittings	1	LS	\$26,320.00	\$ 26,320.00	1.00	26,320.00		0.00	1.00	26,320.00	0.00	0.00
3735.	4" Gate Valves	9	EA	\$1,900.00	\$ 17,100.00	9.00	17,100.00		0.00	9.00	17,100.00	0.00	0.00
3735.	2" Blow Off Assembly	1	EA	\$1,995.00	\$ 1,995.00	1.00	1,995.00		0.00	1.00	1,995.00	0.00	0.00
3735.	Connect to Existing Reuse Water Main	2	EA	\$2,940.00	\$ 5,880.00	2.00	5,880.00		0.00	2.00	5,880.00	0.00	0.00
3735.	Wet Tap Exist. 8" RW with 4" Tapping Saddle and V	1	EA	\$4,760.00	\$ 4,760.00	1.00	4,760.00		0.00	1.00	4,760.00	0.00	0.00
3735.	2" RW Service Lateral	12	EA	\$2,360.00	\$ 28,320.00	12.00	28,320.00		0.00	12.00	28,320.00	0.00	0.00
3735.	Single Service Assembly	10	EA	\$1,215.00	\$ 12,150.00	10.00	12,150.00		0.00	10.00	12,150.00	0.00	0.00
3735.	Double Service Assembly	35	EA	\$1,695.00	\$ 59,325.00	35.00	59,325.00		0.00	35.00	59,325.00	0.00	0.00
3735.	Reuse Testing	4,590	LF	\$1.70	\$ 7,803.00	4,590.00	7,803.00		0.00	4,590.00	7,803.00	0.00	0.00
3735.	2" Air Release Valve (Reuse)	1	EA	\$4,140.00	\$ 4,140.00	1.00	4,140.00		0.00	1.00	4,140.00	0.00	0.00
	Total Reclaim				\$ 279,493.00		279,493.00		0.00		279,493.00		0.00
	Surveying												
2120.	Construction staking/layout	1	LS	\$33,132.00	\$ 33,132.00	1.00	33,132.00		0.00	1.00	33,132.00	0.00	0.00
2120.	Certified as-built drawings	1	LS	\$9,390.00	\$ 9,390.00	1.00	9,390.00		0.00	1.00	9,390.00	0.00	0.00
	Total Surveying Services				\$ 42,522.00		42,522.00		0.00		42,522.00		0.00
	Change Order No. 01												
	Pipe Size Increase 1-6 to 1-3	1	LS	\$30,059.96	\$ 30,059.96	1.00	30,059.96		0.00	1.00	30,059.96	0.00	0.00
	Additional 42" @ 1-8	1	LS	\$7,473.28	\$ 7,473.28	1.00	7,473.28		0.00	1.00	7,473.28	0.00	0.00
	Total Change Order No. 01				\$ 37,533.24		37,533.24		0.00		37,533.24		0.00
	Change Order No. 02												
	Construction Layout	1	LS	\$2,100.00	\$ 2,100.00		2,100.00		0.00		2,100.00		0.00
	Certified As-Builts	1	LS	\$950.00	\$ 950.00		950.00		0.00		950.00		0.00
	Dewatering	200	LF	\$28.50	\$ 5,700.00		5,700.00		0.00		5,700.00		0.00
	Core & Connect to Existing Inlets	6	EA	\$2,840.00	\$ 17,040.00		17,040.00		0.00		17,040.00		0.00
	6" Underdrain w/ Sock	180	LF	\$76.00	\$ 13,680.00		13,680.00		0.00		13,680.00		0.00
	6" Underdrain Cleanout	6	EA	\$1,420.00	\$ 8,520.00		8,520.00		0.00		8,520.00		0.00
	Total Change Order No. 02				\$ 47,990.00		47,990.00		0.00		47,990.00		0.00
	SUBTOTAL				2,210,473.24		2,210,473.24		0.00		2,210,473.24		0.00

No.	Description	CONTRACT AMOUNT				PREVIOUSLY COMPLETED		COMPLETED THIS INVOICE		COMPLETED TO DATE		REMAINING ON CONTRACT	
		Qty	Unit	Price	Amount	Qty	Amount	Qty	Amount	Qty	Amount	Qty	Amount
CONTRACT TOTAL					2,210,473.24		2,210,473.24		0.00		2,210,473.24		0.00

JOB NO.: 22206A

CONTRACT NO.: 4859754

EXHIBIT A2
UNCONDITIONAL WAIVER AND RELEASE OF LIEN UPON PROGRESS PAYMENT

KNOWN ALL MEN BY THESE PRESENTS:

For value received, and in order to induce payment of \$ 221,047.34, the undersigned hereby releases all liens, claims against bond, equitable claims, demand for payment, indebtedness, and rights to claim against the real property, Lennar Homes LLC, Lennar Land Partners, its subsidiaries, affiliates, and surety (if there is one), for all labor, services and materials furnished by or through the undersigned, through the date 8/25/2023, for the benefit of the property described as:

Tohoqua Ph3 - Ec, Paving, Storm + Reclaim

The undersigned further swears, affirms, and represents that it has been paid for all labor, materials, and services used in improvements of said property through the date 8/25/23, except for the following:

(List any unpaid persons and amounts unpaid – if blank, then put none).

NONE

The undersigned makes this sworn statement based on personal knowledge, and with the understanding that Lennar Homes LLC, and Lennar Land Partners, and its surety (if any), are relying on this representation in order to make payment to or for the benefit of the undersigned, for the work performed and/or materials furnished at the stated project.

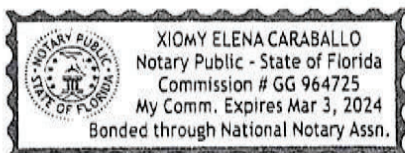
Signed, sealed, and delivered this 2 day of October, 2023

Company Name JMHC, INC.
Signature [Signature]
Print Name SAMUEL METZ
Title C.O.O.

STATE OF FL)
COUNTY OF ORANGE)

Sworn to and subscribed before me this 2 day of Oct., 2023 by SAMUEL METZ, as C.O.O. of JMHC, INC., on behalf of the company, who is personally known to me or who produced _____ as identification, and did/did not take an oath.

STAMP



Notary Signature [Signature]

Printed Name Xiommy Caraballo

JOB:	22206A
CONTRACT:	4859754-000
CONTRACTOR'S SWORN STATEMENT/SECTION 1:	
FLASH-RITE	\$3,371.76
CENTRAL FL SILT FENCE	TBD
COUNTY MATERIALS	\$317,878.86
CORE & MAIN	\$624,486.07
CLOUD 9 SERVICES	\$35,042.81
UNITED RENTALS	\$39,182.67
TRAK LOGISTICS	\$52,767.05
GENERAL ASPHALT	\$139,985.38
MACK CONCRETE	\$18,297.00
ALLIED TRUCKING	\$1,187.54
FORTERRA/RINKER	\$350.00
NATIONAL TRENCH	\$4,676.25
WHITE CAP	\$1,288.58
PREFERRED MATERIALS	TBD
SPEEDY CONCRETE CUTTING INC.	TBD

CONTRACTOR'S SWORN STATEMENT

STATE OF FLORIDA
COUNTY OF ORANGE

Before me, the undersigned authority, personally appeared SAMUEL METZ, who first being duly sworn on oath, deposes and says of his personal knowledge that:

He is the duly authorized representative of JMHC, INC. (the "Contractor") and is furnishing the following information in compliance with the Contractor's contract (the "Contract") with LENNAR HOMES, LLC dated as of 3/15/22. All capitalized terms utilized but not defined herein shall have the meaning ascribed to them in the Contract.

1. The following are all of the Subcontractors with whom the Contractor has entered into subcontracts and the amount of each such subcontract:

Please see attached spreadsheet

2. The following are the amounts requested for any Subcontractor covered by the Contractor's current Application for Payment dated Aug 25, 2023 and the amount to be paid to such Subcontractor, if different:

United Rentals - 704.18

Dated this 2 day of Oct, 2023

CONTRACTOR:

By: [Signature]

Name: SAMUEL METZ

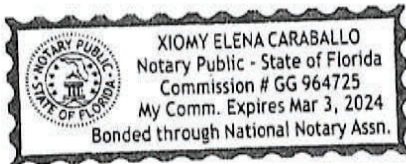
Title: C.O.O.

Sworn to (or affirmed) and subscribed by me this 2 day of Oct, 2023, by SAMUEL METZ, as the duly authorized representative of JMHC, INC., who is personally known to me or produced as identification, and did/did not take an oath.

[Signature]
Notary Public

My Commission Expires: 3/3/24

Notary Stamp





UNCONDITIONAL PARTIAL RELEASE OF LIEN AND AFFIDAVIT OF PAYMENT

WHEREAS the undersigned lienor, Allied Trucking of Orlando, LLC, under an agreement with JMHC, Inc furnished certain materials, equipment, services, and/or labor in connection with the construction of Tohoqua Ph. 3, which is being built for Lennar Homes, LLC, pursuant to the Owner's contract with JMHC, Inc.

NOW THEREFORE, in consideration of the sum of \$10.00 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, which sum represents the total amount due through 07/31/2023, pursuant to the above referenced Agreement,

This waiver and release does not cover any retention. Labor, services, or materials furnished after the date specified is also not included.

Furnisher does hereby:

1. Certify that all persons, firms, associations, or other entities furnishing certain materials, equipment, services, and/or labor to the Furnisher in connection with the Agreement have been paid in full, including any and all Federal, State, and Local sales, use, excise or import duties, licenses and royalties, through the Date stated above, and
2. Remise, release, waive, relinquish, discharge, and forever quitclaim unto Contractor, Contractor's Surety and Owner, their successors and assigns, of and from all and all manner of liens, claims, demands, and causes of action whatsoever, (Including all claims pursuant to Florida Statute Chapter 713) against any of them, which Furnisher ever had, now has, or which it or its successors or assigns hereafter can, shall, or may have for, upon, or by reason of any matter, cause or thing whatsoever, arising under or out of the Agreement through the Date stated above, and
3. Agree to Indemnify and save harmless Contractor, Contractor's Surety and Owner, their successors or assigns, against all loss, cost, damage, or expenses by reason of any and any manner of liens, claims or demands, which anyone may have for materials, equipment, or services furnished, and/or furnished under the Agreement through the Date above.

IN WITNESS WHEREOF, Furnisher has duly caused these presents to be signed and attested by its duly authorized Owner, partner, or officer (and, if a corporation, its corporate seal to be hereunto affixed)

SWORN to before me this 11th day
of September, 2023.

ALLIED TRUCKING OF ORLANDO, LLC



(Notary Public)

Signature: 

Print: Daniel Merino

Title: Vice President

My Commission Expires: 5.4.27

(Seal)



Ulises Rodríguez
Comm.: HH 394474
Expires: May 4, 2027
Notary Public - State of Florida

Note: This is a statutory form prescribed by Section 713.20 (4), Florida States (2003).



UNCONDITIONAL PARTIAL RELEASE OF LIEN AND AFFIDAVIT OF PAYMENT

WHEREAS the undersigned lienor, Cloud 9 Services, Inc., under an agreement with JMHC, Inc furnished certain materials, equipment, services, and/or labor in connection with the construction of Tohoqua Ph. 3, which is being built for Lennar Homes, LLC, pursuant to the Owner's contract with JMHC, Inc.

NOW THEREFORE, in consideration of the sum of \$17,296.25 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, which sum represents the total amount due through 07/31/2023, pursuant to the above referenced Agreement,

This waiver and release does not cover any retention. Labor, services, or materials furnished after the date specified is also not included.

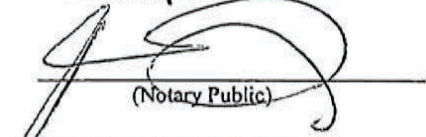
Furnisher does hereby:

1. Certify that all persons, firms, associations, or other entities furnishing certain materials, equipment, services, and/or labor to the Furnisher in connection with the Agreement have been paid in full, including any and all Federal, State, and Local sales, use, excise or import duties, licenses and royalties, through the Date stated above, and
2. Remise, release, waive, relinquish, discharge, and forever quitclaim unto Contractor, Contractor's Surety and Owner, their successors and assigns, of and from all and all manner of liens, claims, demands, and causes of action whatsoever, (Including all claims pursuant to Florida Statute Chapter 713) against any of them, which Furnisher ever had, now has, or which it or its successors or assigns hereafter can, shall, or may have for, upon, or by reason of any matter, cause or thing whatsoever, arising under or out of the Agreement through the Date stated above, and
3. Agree to Indemnify and save harmless Contractor, Contractor's Surety and Owner, their successors or assigns, against all loss, cost, damage, or expenses by reason of any and any manner of liens, claims or demands, which anyone may have for materials, equipment, or services furnished, and/or furnished under the Agreement through the Date above.

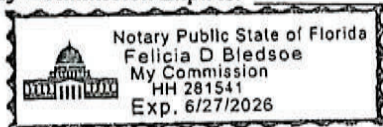
IN WITNESS WHEREOF, Furnisher has duly caused these presents to be signed and attested by its duly authorized Owner, partner, or officer (and, if a corporation, its corporate seal to be hereunto affixed)

SWORN to before me this 22 day

of Sept, 2023.


(Notary Public)

My Commission Expires:



CLOUD 9 SERVICES, INC.

Signature: 

Print: Curtis Walker

Title: president (Seal)

Note: This is a statutory form prescribed by Section 713.20 (4), Florida States (2003).



UNCONDITIONAL PARTIAL RELEASE OF LIEN AND AFFIDAVIT OF PAYMENT

WHEREAS the undersigned lienor, Core & Main LP, under an agreement with JMHC, Inc furnished certain materials, equipment, services, and/or labor in connection with the construction of Tohoqua Ph. 3, which is being built for Lennar Homes, LLC, pursuant to the Owner's contract with JMHC, Inc.

NOW THEREFORE, in consideration of the sum of \$6,682.55 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, which sum represents the total amount due through 07/31/2023, pursuant to the above referenced Agreement,

This waiver and release does not cover any retention. Labor, services, or materials furnished after the date specified is also not included.

Furnisher does hereby:

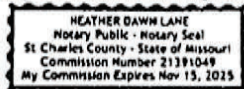
1. Certify that all persons, firms, associations, or other entities furnishing certain materials, equipment, services, and/or labor to the Furnisher in connection with the Agreement have been paid in full, including any and all Federal, State, and Local sales, use, excise or import duties, licenses and royalties, through the Date stated above, and
2. Remise, release, waive, relinquish, discharge, and forever quitclaim unto Contractor, Contractor's Surety and Owner, their successors and assigns, of and from all and all manner of liens, claims, demands, and causes of action whatsoever, (Including all claims pursuant to Florida Statute Chapter 713) against any of them, which Furnisher ever had, now has, or which it or its successors or assigns hereafter can, shall, or may have for, upon, or by reason of any matter, cause or thing whatsoever, arising under or out of the Agreement through the Date stated above, and
3. Agree to Indemnify and save harmless Contractor, Contractor's Surety and Owner, their successors or assigns, against all loss, cost, damage, or expenses by reason of any and any manner of liens, claims or demands, which anyone may have for materials, equipment, or services furnished, and/or furnished under the Agreement through the Date above.

IN WITNESS WHEREOF, Furnisher has duly caused these presents to be signed and attested by its duly authorized Owner, partner, or officer (and, if a corporation, its corporate seal to be hereunto affixed)

SWORN to before me this 22nd day
of September, 2023.

Heather Dawn Lane
(Notary Public)

My Commission Expires: _____



CORE & MAIN LP

Signature: Megan Pizzo

Print: Megan Pizzo

Title: Credit Associate (Seal)

Note: This is a statutory form prescribed by Section 713.20 (4), Florida States (2003).



UNCONDITIONAL FINAL RELEASE OF LIEN AND AFFIDAVIT OF PAYMENT

WHEREAS the undersigned lienor, County Materials Corporation, under an agreement with JMHC, Inc. furnished certain materials, equipment, services, and/or labor in connection with the construction of Tohoqua Ph. 3 which is being built for Lennar Homes, LLC, pursuant to the Owner's contract with JMHC, Inc.

NOW THEREFORE, in consideration of the sum of \$10.00 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, which sum represents the full, final, last and total amount owed to County Materials Corporation, pursuant to the above referenced Agreement,

Furnisher does hereby:

- 1. Certify that all persons, firms, associations, or other entities furnishing certain materials, equipment, services, and/or labor to the Furnisher in connection with the Agreement have been paid in full, including any and all Federal, State, and Local sales, use, excise or import duties, licenses and royalties, and
2. Remise, release, waive, relinquish, discharge, and forever quitclaim unto Contractor, Contractor's Surety and Owner, their successors and assigns, of and from all and all manner of liens, claims, demands, and causes of action whatsoever, (Including all claims pursuant to Florida Statute Chapter 713.20) against any of them, which Furnisher ever had, now has, or which it or its successors or assigns hereafter can, shall, or may have for, upon, or by reason of any matter, cause or thing whatsoever, arising under or out of the Agreement, and
3. Agree to Indemnify and save harmless Contractor, Contractor's Surety and Owner, their successors or assigns, against all loss, cost, damage, or expenses by reason of any and any manner of liens, claims or demands, which anyone may have for materials, equipment, or services furnished, and/or furnished under the Agreement.

IN WITNESS WHEREOF, Furnisher has duly caused these presents to be signed and attested by its duly authorized Owner, partner, or officer (and, if a corporation, its corporate seal to be hereunto affixed)

this 21 day of September, 2023

SWORN to before me this 21 day

of September, 2023.

[Signature]
(Notary Public)

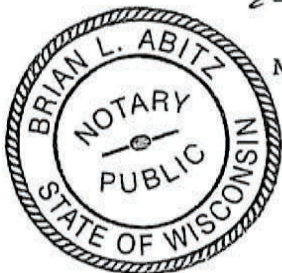
My Commission Expires: 06/30/2025

COUNTY MATERIALS CORPORATION

Signature: [Signature]

Print: Tina Schreiner

Title: Accountant (Seal)



Note: This is a statutory form prescribed by Section 713.20 (4), Florida States (2003).

INV 67099
CHX 97302



UNCONDITIONAL PARTIAL RELEASE OF LIEN AND AFFIDAVIT OF PAYMENT

WHEREAS the undersigned licnor, Flash-Rite, Inc., under an agreement with JMHC, Inc furnished certain materials, equipment, services, and/or labor in connection with the construction of Tohoqua Ph. 3, which is being built for Lennar Homes, LLC, pursuant to the Owner's contract with JMHC, Inc.

NOW THEREFORE, in consideration of the sum of \$989.00 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, which sum represents the total amount due through 07/31/2023, pursuant to the above referenced Agreement,

This waiver and release does not cover any retention. Labor, services, or materials furnished after the date specified is also not included.

Furnisher does hereby:

1. Certify that all persons, firms, associations, or other entities furnishing certain materials, equipment, services, and/or labor to the Furnisher in connection with the Agreement have been paid in full, including any and all Federal, State, and Local sales, use, excise or import duties, licenses and royalties, through the Date stated above, and
2. Remise, release, waive, relinquish, discharge, and forever quitclaim unto Contractor, Contractor's Surety and Owner, their successors and assigns, of and from all and all manner of liens, claims, demands, and causes of action whatsoever, (Including all claims pursuant to Florida Statute Chapter 713) against any of them, which Furnisher ever had, now has, or which it or its successors or assigns hereafter can, shall, or may have for, upon, or by reason of any matter, cause or thing whatsoever, arising under or out of the Agreement through the Date stated above, and
3. Agree to Indemnify and save harmless Contractor, Contractor's Surety and Owner, their successors or assigns, against all loss, cost, damage, or expenses by reason of any and any manner of liens, claims or demands, which anyone may have for materials, equipment, or services furnished, and/or furnished under the Agreement through the Date above.

IN WITNESS WHEREOF, Furnisher has duly caused these presents to be signed and attested by its duly authorized Owner, partner, or officer (and, if a corporation, its corporate seal to be hereunto affixed)

SWORN to before me this 22nd day
of September, 2023.

FLASH-RITE, INC.

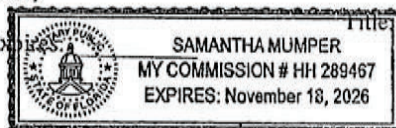
Signature: Lauren Haskell

Print: Lauren Haskell

S. Mumper
(Notary Public)

Office Manager

My Commission Expires



(Seal)

Note: This is a statutory form prescribed by Section 713.20 (4), Florida States (2003).



REF #839765

UNCONDITIONAL FINAL RELEASE OF LIEN AND AFFIDAVIT OF PAYMENT

WHEREAS the undersigned lienor, Forterra Pipe & Precast, LLC DBA Rinker Materials, under an agreement with JMHC, Inc. furnished certain materials, equipment, services, and/or labor in connection with the construction of Tohoqua Ph. 3 which is being built for Lennar Homes, LLC, pursuant to the Owner's contract with JMHC, Inc.

NOW THEREFORE, in consideration of the sum of \$10.00 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, which sum represents the full, final, last and total amount owed to Forterra Pipe & Precast, LLC DBA Rinker Materials, pursuant to the above referenced Agreement,

Furnisher does hereby:

1. Certify that all persons, firms, associations, or other entities furnishing certain materials, equipment, services, and/or labor to the Furnisher in connection with the Agreement have been paid in full, including any and all Federal, State, and Local sales, use, excise or import duties, licenses and royalties, and
2. Remise, release, waive, relinquish, discharge, and forever quitclaim unto Contractor, Contractor's Surety and Owner, their successors and assigns, of and from all and all manner of liens, claims, demands, and causes of action whatsoever, (including all claims pursuant to Florida Statute Chapter 713.20) against any of them, which Furnisher ever had, now has, or which it or its successors or assigns hereafter can, shall, or may have for, upon, or by reason of any matter, cause or thing whatsoever, arising under or out of the Agreement, and
3. Agree to Indemnify and save harmless Contractor, Contractor's Surety and Owner, their successors or assigns, against all loss, cost, damage, or expenses by reason of any and any manner of liens, claims or demands, which anyone may have for materials, equipment, or services furnished, and/or furnished under the Agreement.

IN WITNESS WHEREOF, Furnisher has duly caused these presents to be signed and attested by its duly authorized Owner, partner, or officer (and, if a corporation, its corporate seal to be hereunto affixed)

this 25 day of September, 2023

SWORN to before me this 25 day
of September, 2023.

FORTERRA PIPE & PRECAST, LLC
DBA RINKER MATERIALS

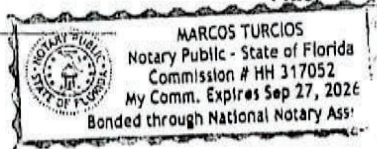
Signature: Veronica Alfonso

Print: Veronica Alfonso

Title: Credit Manager

Marcos Turcios
(Notary Public)

My Commission Expires:



(Seal)

Note: This is a statutory form prescribed by Section 713.20 (4), Florida States (2003).



UNCONDITIONAL PARTIAL RELEASE OF LIEN AND AFFIDAVIT OF PAYMENT

WHEREAS the undersigned lienor, General Asphalt of Lakeland, LLC, under an agreement with JMHC, Inc furnished certain materials, equipment, services, and/or labor in connection with the construction of Tohoqua Ph. 3, which is being built for Lennar Homes, LLC, pursuant to the Owner's contract with JMHC, Inc.

NOW THEREFORE, in consideration of the sum of \$46,860.66 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, which sum represents the total amount due through 07/31/2023, pursuant to the above referenced Agreement,

This waiver and release does not cover any retention. Labor, services, or materials furnished after the date specified is also not included.

Furnisher does hereby:

- 1. Certify that all persons, firms, associations, or other entities furnishing certain materials, equipment, services, and/or labor to the Furnisher in connection with the Agreement have been paid in full, including any and all Federal, State, and Local sales, use, excise or import duties, licenses and royalties, through the Date stated above, and
2. Remise, release, waive, relinquish, discharge, and forever quitclaim unto Contractor, Contractor's Surety and Owner, their successors and assigns, of and from all and all manner of liens, claims, demands, and causes of action whatsoever, (Including all claims pursuant to Florida Statute Chapter 713) against any of them, which Furnisher ever had, now has, or which it or its successors or assigns hereafter can, shall, or may have for, upon, or by reason of any matter, cause or thing whatsoever, arising under or out of the Agreement through the Date stated above, and
3. Agree to Indemnify and save harmless Contractor, Contractor's Surety and Owner, their successors or assigns, against all loss, cost, damage, or expenses by reason of any and any manner of liens, claims or demands, which anyone may have for materials, equipment, or services furnished, and/or furnished under the Agreement through the Date above.

IN WITNESS WHEREOF, Furnisher has duly caused these presents to be signed and attested by its duly authorized Owner, partner, or officer (and, if a corporation, its corporate seal to be hereunto affixed)

SWORN to before me this 21 day of September, 2023.

GENERAL ASPHALT OF LAKELAND, LLC

Signature: [Handwritten Signature]

Print: Janis Simmons

Title: Vice President

[Handwritten Signature: Melissa R. Duke]
(Notary Public)

My Commission Expires:



MELISSA R. DUKE
Commission # HH 378789
Expires April 26, 2027

(Seal)



UNCONDITIONAL PARTIAL RELEASE OF LIEN AND AFFIDAVIT OF PAYMENT

WHEREAS the undersigned lienor, Mack Concrete Industries, Inc., under an agreement with JMHC, Inc furnished certain materials, equipment, services, and/or labor in connection with the construction of Tohoqua Ph. 3, which is being built for Lennar Homes, LLC, pursuant to the Owner's contract with JMHC, Inc.

NOW THEREFORE, in consideration of the sum of \$10.00 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, which sum represents the total amount due through 07/31/2023, pursuant to the above referenced Agreement,

This waiver and release does not cover any retention. Labor, services, or materials furnished after the date specified is also not included.

Furnisher does hereby:

- 1. Certify that all persons, firms, associations, or other entities furnishing certain materials, equipment, services, and/or labor to the Furnisher in connection with the Agreement have been paid in full, including any and all Federal, State, and Local sales, use, excise or import duties, licenses and royalties, through the Date stated above, and
2. Remise, release, waive, relinquish, discharge, and forever quitclaim unto Contractor, Contractor's Surety and Owner, their successors and assigns, of and from all and all manner of liens, claims, demands, and causes of action whatsoever, (Including all claims pursuant to Florida Statute Chapter 713) against any of them, which Furnisher ever had, now has, or which it or its successors or assigns hereafter can, shall, or may have for, upon, or by reason of any matter, cause or thing whatsoever, arising under or out of the Agreement through the Date stated above, and
3. Agree to Indemnify and save harmless Contractor, Contractor's Surety and Owner, their successors or assigns, against all loss, cost, damage, or expenses by reason of any and any manner of liens, claims or demands, which anyone may have for materials, equipment, or services furnished, and/or furnished under the Agreement through the Date above.

IN WITNESS WHEREOF, Furnisher has duly caused these presents to be signed and attested by its duly authorized Owner, partner, or officer (and, if a corporation, its corporate seal to be hereunto affixed)

SWORN to before me this 17th day of August, 2023.

Connie Best (Notary Public)

My Commission Expires: 8-17-26

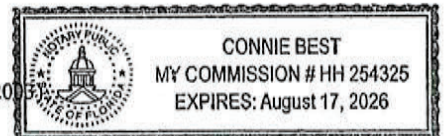
MACK CONCRETE INDUSTRIES, INC.

Signature: Heather Walpen

Print: Heather Walpen

Title: Office Manager

(Seal)





UNCONDITIONAL PARTIAL RELEASE OF LIEN AND AFFIDAVIT OF PAYMENT

WHEREAS the undersigned lienor, National Trench Safety, Inc., under an agreement with JMHC, Inc furnished certain materials, equipment, services, and/or labor in connection with the construction of Tohoqua Ph. 3, which is being built for Lennar Homes, LLC, pursuant to the Owner's contract with JMHC, Inc.

NOW THEREFORE, in consideration of the sum of \$10.00 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, which sum represents the total amount due through 07/31/2023, pursuant to the above referenced Agreement,

This waiver and release does not cover any retention. Labor, services, or materials furnished after the date specified is also not included.

Furnisher does hereby:

- 1. Certify that all persons, firms, associations, or other entities furnishing certain materials, equipment, services, and/or labor to the Furnisher in connection with the Agreement have been paid in full, including any and all Federal, State, and Local sales, use, excise or import duties, licenses and royalties, through the Date stated above, and
2. Remise, release, waive, relinquish, discharge, and forever quitclaim unto Contractor, Contractor's Surety and Owner, their successors and assigns, of and from all and all manner of liens, claims, demands, and causes of action whatsoever, (Including all claims pursuant to Florida Statute Chapter 713) against any of them, which Furnisher ever had, now has, or which it or its successors or assigns hereafter can, shall, or may have for, upon, or by reason of any matter, cause or thing whatsoever, arising under or out of the Agreement through the Date stated above, and
3. Agree to Indemnify and save harmless Contractor, Contractor's Surety and Owner, their successors or assigns, against all loss, cost, damage, or expenses by reason of any and any manner of liens, claims or demands, which anyone may have for materials, equipment, or services furnished, and/or furnished under the Agreement through the Date above.

IN WITNESS WHEREOF, Furnisher has duly caused these presents to be signed and attested by its duly authorized Owner, partner, or officer (and, if a corporation, its corporate seal to be hereunto affixed)

SWORN to before me this 7th day of Sept., 2023.

NATIONAL TRENCH SAFETY, INC

Signature: [Handwritten Signature]

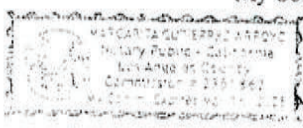
Print: Leticia Tamuvasa

Title: Collection Assist.

[Handwritten Signature] (Notary Public)

My Commission Expires: 01/16/25

(Seal)



Note: This is a statutory form prescribed by Section 713.20 (4), Florida States (2003).



UNCONDITIONAL PARTIAL RELEASE OF LIEN AND AFFIDAVIT OF PAYMENT

WHEREAS the undersigned lienor, Orlando Paving Company, under an agreement with General Asphalt of Lakeland, LLC furnished certain materials, equipment, services, and/or labor in connection with the construction of Tohoqua Ph. 3, which is being built for Lennar Homes, LLC, pursuant to the Owner's contract with JMHC, Inc.

NOW THEREFORE, in consideration of the sum of \$10,000 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, which sum represents the total amount due through 07/31/2023, pursuant to the above referenced Agreement,

This waiver and release does not cover any retention. Labor, services, or materials furnished after the date specified is also not included.

Furnisher does hereby:

- 1. Certify that all persons, firms, associations, or other entities furnishing certain materials, equipment, services, and/or labor to the Furnisher in connection with the Agreement have been paid in full, including any and all Federal, State, and Local sales, use, excise or import duties, licenses and royalties, through the Date stated above, and
2. Remise, release, waive, relinquish, discharge, and forever quitclaim unto Contractor, Contractor's Surety and Owner, their successors and assigns, of and from all and all manner of liens, claims, demands, and causes of action whatsoever, (Including all claims pursuant to Florida Statute Chapter 713) against any of them, which Furnisher ever had, now has, or which it or its successors or assigns hereafter can, shall, or may have for, upon, or by reason of any matter, cause or thing whatsoever, arising under or out of the Agreement through the Date stated above, and
3. Agree to Indemnify and save harmless Contractor, Contractor's Surety and Owner, their successors or assigns, against all loss, cost, damage, or expenses by reason of any and any manner of liens, claims or demands, which anyone may have for materials, equipment, or services furnished, and/or furnished under the Agreement through the Date above.

IN WITNESS WHEREOF, Furnisher has duly caused these presents to be signed and attested by its duly authorized Owner, partner, or officer (and, if a corporation, its corporate seal to be hereunto affixed)

SWORN to before me this 21 day of September, 2023.

(Notary Public)

My Commission Expires:

ORLANDO PAVING COMPANY

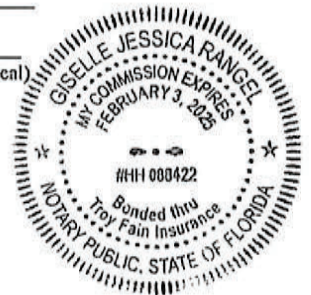
Signature: [Handwritten Signature]

Print: DIRK D. STORY

Title: ASSISTANT SECRETARY

(Seal)

Note: This is a statutory form prescribed by Section 713.20 (4), Florida Statutes (2003).





UNCONDITIONAL PARTIAL RELEASE OF LIEN AND AFFIDAVIT OF PAYMENT

WHEREAS the undersigned lienor, Preferred Materials, Inc., under an agreement with JMHC, Inc furnished certain materials, equipment, services, and/or labor in connection with the construction of Tohoqua Ph. 3, which is being built for Lennar Homes, LLC, pursuant to the Owner's contract with JMHC, Inc.

NOW THEREFORE, in consideration of the sum of \$10.00 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, which sum represents the total amount due through 07/31/2023, pursuant to the above referenced Agreement,

This waiver and release does not cover any retention. Labor, services, or materials furnished after the date specified is also not included.

Furnisher does hereby:


1. Certify that all persons, firms, associations, or other entities furnishing certain materials, equipment, services, and/or labor to the Furnisher in connection with the Agreement have been paid in full, including any and all Federal, State, and Local sales, use, excise or import duties, licenses and royalties, through the Date stated above, and
2. Remise, release, waive, relinquish, discharge, and forever quitclaim unto Contractor, Contractor's Surety and Owner, their successors and assigns, of and from all and all manner of liens, claims, demands, and causes of action whatsoever, (Including all claims pursuant to Florida Statute Chapter 713) against any of them, which Furnisher ever had, now has, or which it or its successors or assigns hereafter can, shall, or may have for, upon, or by reason of any matter, cause or thing whatsoever, arising under or out of the Agreement through the Date stated above, and
3. Agree to Indemnify and save harmless Contractor, Contractor's Surety and Owner, their successors or assigns, against all loss, cost, damage, or expenses by reason of any and any manner of liens, claims or demands, which anyone may have for materials, equipment, or services furnished, and/or furnished under the Agreement through the Date above.

IN WITNESS WHEREOF, Furnisher has duly caused these presents to be signed and attested by its duly authorized Owner, partner, or officer (and, if a corporation, its corporate seal to be hereunto affixed)

SWORN to before me this 7th day
of September, 2023.


(Notary Public)

My Commission Expires

 **BRENDA L. BLALOCK**
Notary Public
State of Florida
Comm# HH368492
Expires 3/7/2027

PREFERRED MATERIALS, INC.

Signature: 

Print: Carmen Hess

Title: Collections Manager

(Seal)



UNCONDITIONAL PARTIAL RELEASE OF LIEN AND AFFIDAVIT OF PAYMENT

WHEREAS the undersigned lienor, Speedy Concrete Cutting, Inc., under an agreement with JMHC, Inc furnished certain materials, equipment, services, and/or labor in connection with the construction of Tohoqua Ph. 3, which is being built for Lennar Homes, LLC, pursuant to the Owner's contract with JMHC, Inc.

NOW THEREFORE, in consideration of the sum of \$1,525.00 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, which sum represents the total amount due through 07/31/2023, pursuant to the above referenced Agreement,

This waiver and release does not cover any retention. Labor, services, or materials furnished after the date specified is also not included.

Furnisher does hereby:

- 1. Certify that all persons, firms, associations, or other entities furnishing certain materials, equipment, services, and/or labor to the Furnisher in connection with the Agreement have been paid in full, including any and all Federal, State, and Local sales, use, excise or import duties, licenses and royalties, through the Date stated above, and
2. Remise, release, waive, relinquish, discharge, and forever quitclaim unto Contractor, Contractor's Surety and Owner, their successors and assigns, of and from all and all manner of liens, claims, demands, and causes of action whatsoever, (Including all claims pursuant to Florida Statute Chapter 713) against any of them, which Furnisher ever had, now has, or which it or its successors or assigns hereafter can, shall, or may have for, upon, or by reason of any matter, cause or thing whatsoever, arising under or out of the Agreement through the Date stated above, and
3. Agree to Indemnify and save harmless Contractor, Contractor's Surety and Owner, their successors or assigns, against all loss, cost, damage, or expenses by reason of any and any manner of liens, claims or demands, which anyone may have for materials, equipment, or services furnished, and/or furnished under the Agreement through the Date above.

IN WITNESS WHEREOF, Furnisher has duly caused these presents to be signed and attested by its duly authorized Owner, partner, or officer (and, if a corporation, its corporate seal to be hereunto affixed)

SWORN to before me this 31st day of August, 2023.

SPEEDY CONCRETE CUTTING INC.

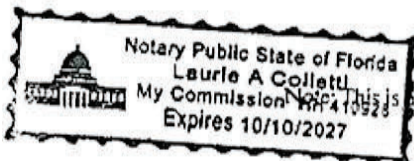
[Signature of Notary Public]

Signature: Mark Hart

Print: Mark Hart

Title: General Manager (Seal)

My Commission Expires: 10/10/27



statutory form prescribed by Section 713.20 (4), Florida States (2003).



UNCONDITIONAL PARTIAL RELEASE OF LIEN AND AFFIDAVIT OF PAYMENT

WHEREAS the undersigned lienor, Trak Logistics, LLC, under an agreement with JMHC, Inc furnished certain material[s], equipment, services, and/or labor in connection with the construction of Tohoqua Ph. 3, which is being built for Lennar Homes, LLC, pursuant to the Owner's contract with JMHC, Inc.

NOW THEREFORE, in consideration of the sum of \$382.28 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, which sum represents the total amount due through 07/31/2023, pursuant to the above referenced Agreement,

This waiver and release does not cover any retention. Labor, services, or materials furnished after the date specified is also not included.

Furnisher does hereby:

- 1. Certify that all persons, firms, associations, or other entities furnishing certain materials, equipment, services, and/or labor to the Furnisher in connection with the Agreement have been paid in full, including any and all Federal, State, and Local sales, use, excise or import duties, licenses and royalties, through the Date stated above, and
2. Remise, release, waive, relinquish, discharge, and forever quitclaim unto Contractor, Contractor's Surety and Owner, their successors and assigns, of and from all and all manner of liens, claims, demands, and causes of action whatsoever, (Including all claims pursuant to Florida Statute Chapter 713) against any of them, which Furnisher ever had, now has, or which it or its successors or assigns hereafter can, shall, or may have for, upon, or by reason of any matter, cause or thing whatsoever, arising under or out of the Agreement through the Date stated above, and
3. Agree to Indemnify and save harmless Contractor, Contractor's Surety and Owner, their successors or assigns, against all loss, cost, damage, or expenses by reason of any and any manner of liens, claims or demands, which anyone may have for materials, equipment, or services furnished, and/or furnished under the Agreement through the Date above.

IN WITNESS WHEREOF, Furnisher has duly caused these presents to be signed and attested by its duly authorized Owner, partner, or officer (and, if a corporation, its corporate seal to be hereunto affixed)

SWORN to before me this 22nd day of September 2023.

Rebecca Schwenk (Notary Public)

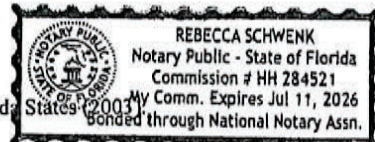
My Commission Expires: 7/11/26

TRAK LOGISTICS, LLC

Signature: [Handwritten Signature]

Print: Stephen J. Piermatteo

Title: President (Seal)



Note: This is a statutory form prescribed by Section 713.20 (4), Florida



UNCONDITIONAL PARTIAL RELEASE OF LIEN AND AFFIDAVIT OF PAYMENT

WHEREAS the undersigned lienor, United Rentals (North America), Inc., under an agreement with JMHC, Inc furnished certain materials, equipment, services, and/or labor in connection with the construction of Tohoqua Ph. 3, which is being built for Lennar Homes, LLC, pursuant to the Owner's contract with JMHC, Inc.

NOW THEREFORE, in consideration of the sum of \$6,524.70 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, which sum represents the total amount due through 07/31/2023, pursuant to the above referenced Agreement,

This waiver and release does not cover any retention. Labor, services, or materials furnished after the date specified is also not included.

Furnisher does hereby:

1. Certify that all persons, firms, associations, or other entities furnishing certain materials, equipment, services, and/or labor to the Furnisher in connection with the Agreement have been paid in full, including any and all Federal, State, and Local sales, use, excise or import duties, licenses and royalties, through the Date stated above, and
2. Remise, release, waive, relinquish, discharge, and forever quitclaim unto Contractor, Contractor's Surety and Owner, their successors and assigns, of and from all and all manner of liens, claims, demands, and causes of action whatsoever, (Including all claims pursuant to Florida Statute Chapter 713) against any of them, which Furnisher ever had, now has, or which it or its successors or assigns hereafter can, shall, or may have for, upon, or by reason of any matter, cause or thing whatsoever, arising under or out of the Agreement through the Date stated above, and
3. Agree to Indemnify and save harmless Contractor, Contractor's Surety and Owner, their successors or assigns, against all loss, cost, damage, or expenses by reason of any and any manner of liens, claims or demands, which anyone may have for materials, equipment, or services furnished, and/or furnished under the Agreement through the Date above.

IN WITNESS WHEREOF, Furnisher has duly caused these presents to be signed and attested by its duly authorized Owner, partner, or officer (and, if a corporation, its corporate seal to be hereunto affixed)

SWORN to before me this 28 day

of August, 2023.

DocuSigned by:

Lisa Seda
Notary Public

UNITED RENTALS (NORTH AMERICA) INC

DocuSigned by:

Signature: Remy Butts
4A85008340DE45E...

Print: Remy Butts

Title: Credit Associate

My Commission Expires: 8/23/2025

(Seal)

LISA SEDA
Electronic Notary Public
Mecklenburg County
North Carolina
Commission Expires 8/23/2025

Note: This is a statutory form prescribed by Section 713.20 (4), Florida States (2003).



UNCONDITIONAL PARTIAL RELEASE OF LIEN AND AFFIDAVIT OF PAYMENT

WHEREAS the undersigned lienor, White Cap, L.P., under an agreement with JMHC, Inc furnished certain materials, equipment, services, and/or labor in connection with the construction of Tohoqua Ph. 3, which is being built for Lennar Homes, LLC, pursuant to the Owner's contract with JMHC, Inc.

NOW THEREFORE, in consideration of the sum of \$1,288.58 and other valuable consideration, the receipt and adequacy of which are hereby acknowledged, which sum represents the total amount due through 07/31/2023, pursuant to the above referenced Agreement,

This waiver and release does not cover any retention. Labor, services, or materials furnished after the date specified is also not included.

Furnisher does hereby:

- 1. Certify that all persons, firms, associations, or other entities furnishing certain materials, equipment, services, and/or labor to the Furnisher in connection with the Agreement have been paid in full, including any and all Federal, State, and Local sales, use, excise or import duties, licenses and royalties, through the Date stated above, and
2. Remise, release, waive, relinquish, discharge, and forever quitclaim unto Contractor, Contractor's Surety and Owner, their successors and assigns, of and from all and all manner of liens, claims, demands, and causes of action whatsoever, (Including all claims pursuant to Florida Statute Chapter 713) against any of them, which Furnisher ever had, now has, or which it or its successors or assigns hereafter can, shall, or may have for, upon, or by reason of any matter, cause or thing whatsoever, arising under or out of the Agreement through the Date stated above, and
3. Agree to Indemnify and save harmless Contractor, Contractor's Surety and Owner, their successors or assigns, against all loss, cost, damage, or expenses by reason of any and any manner of liens, claims or demands, which anyone may have for materials, equipment, or services furnished, and/or furnished under the Agreement through the Date above.

IN WITNESS WHEREOF, Furnisher has duly caused these presents to be signed and attested by its duly authorized Owner, partner, or officer (and, if a corporation, its corporate seal to be hereunto affixed)

SWORN to before me this 31 day of AUG., 2023.

(Notary Public)

My Commission Expires:

WHITE CAP, L.P.

Signature: NYDIA CRUZ

Print: NYDIA CRUZ

Title: ASSOC. ACCT. SERV.

(Seal)

Note: This is a statutory form prescribed by Section 713.20 (4), Florida Statutes (2003)

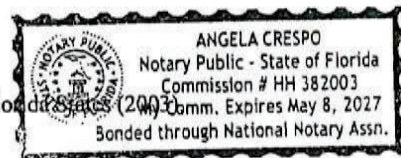
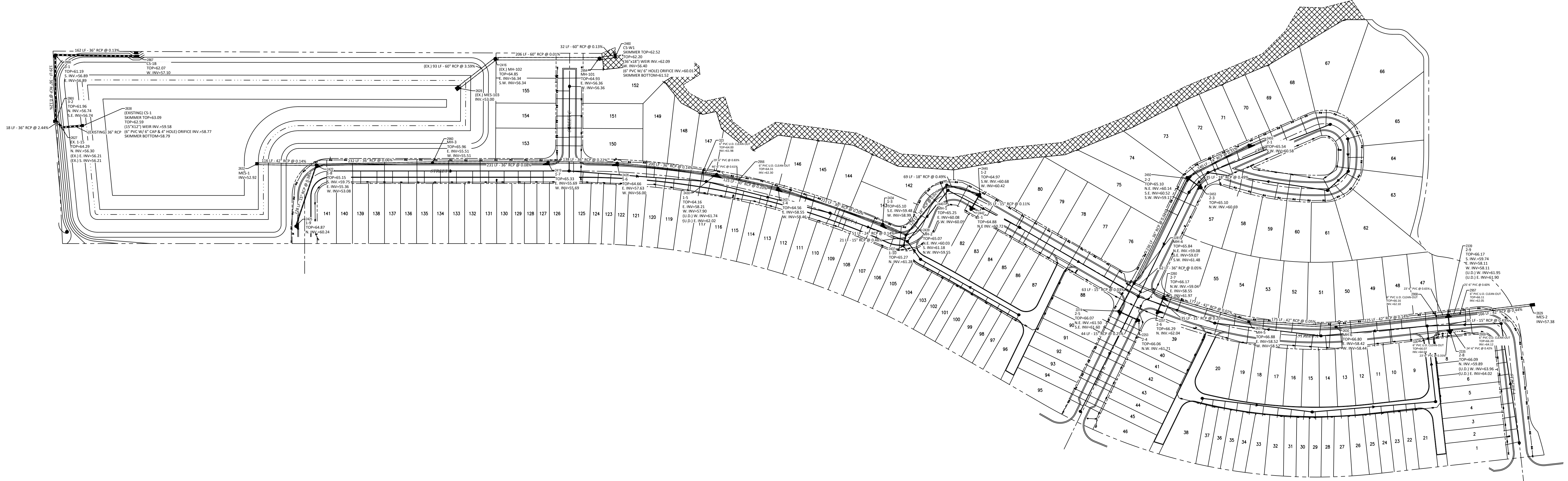


Exhibit C
Stormwater As-Builts



Scale 1"=100'



Unless it bears the signature and original raised seal, or digital signature, of a Florida registered Surveyor and Mapper, the information on this print is invalid and is for informational purposes only.
- This survey or survey report is not covered by professional liability insurance.

TOHOQUA (PH. 3)
(OSCEOLA COUNTY, FLORIDA)
STORM ASBUILT

JMHC
2816 East Robinson St.
Orlando, FL #32803
Phone: 407-865-7600

Brian R. Youngman PSM # 5654

SECTION D

AGREEMENT REGARDING TAXES

Tohoqua Community Development District – Utility Conveyance (Phase 3)

THIS AGREEMENT REGARDING TAXES (“Agreement”) is entered into this ____ day of _____, 2023, by and between **LENNAR HOMES, LLC**, a Florida limited liability company, whose principal address is 5505 Blue Lagoon Drive, Miami, Florida 33126 (the “Developer”), and **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the “District”).

WITNESSETH

WHEREAS, Developer is the owner and developer of certain infrastructure improvements and personal property, located within the boundaries of the District, as described on Exhibit “A” attached hereto and incorporated herein (the “Improvements”); and

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

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

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

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

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

1. The above recitals are true and correct and are incorporated herein by reference.
2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Improvements, or any portion thereof, for tax year 2022 and all prior years have been paid in full.
3. Developer hereby agrees to pay in full, and prior to their becoming delinquent, any and all ad-valorem taxes and assessments, if any, levied on the Improvements for the tax year 2023.

4. Subsequent to the District's acceptance of the Improvements, and only in the event the Improvements are not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Improvements, as applicable, or in the alternative, shall seek a minimal valuation of the Improvements, from the Osceola County Property Appraiser, as applicable, and subsequent to tax year 2023, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Improvements, as applicable.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Tohoqua Community Development District – Utility Improvements (Phase 3)

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

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

X _____

By: _____

Print: _____

Print: Mark McDonald

X _____

Title: Vice President

Print: _____

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Tohoqua Community Development District – Utility Improvements (Phase 3)

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

ATTEST

X _____

By: _____

Print: _____
Secretary/Asst. Secretary

Print: Andre Vidrine
Title: Chairman

EXHIBIT "A"

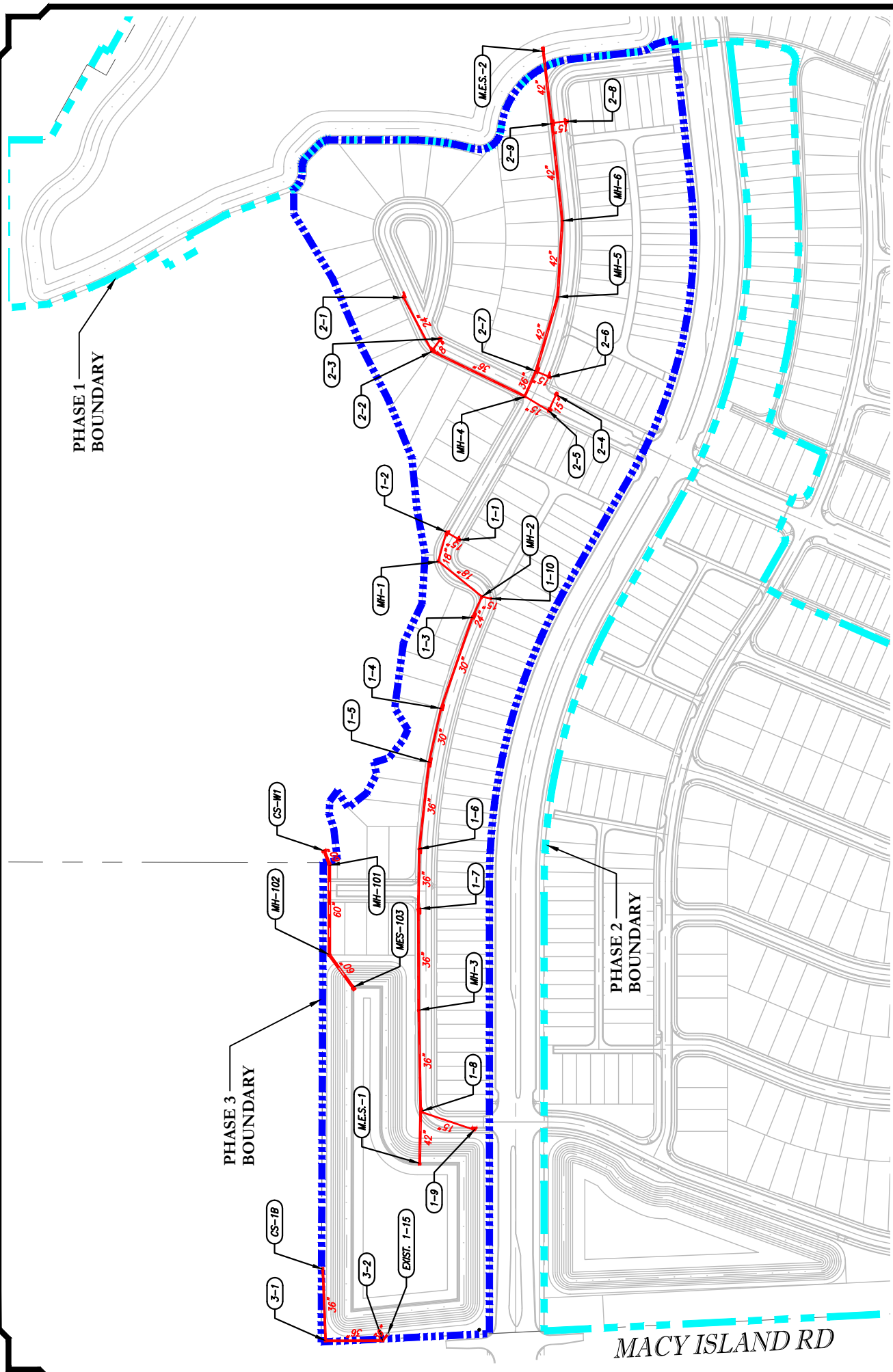
DESCRIPTION OF THE IMPROVEMENTS

1. Stormwater Management System*

The Improvements are located on the following property:

TOHOQUA – PHASE 3, according to the plat thereof, as recorded in Plat Book 32, Page 134, Public Records of Osceola County, Florida.

*The Stormwater Management System is located on the public right of way described in the above referenced plat, as diagramed in red on the attached map.



PHASE 1
BOUNDARY

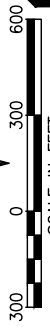
PHASE 3
BOUNDARY

PHASE 2
BOUNDARY

MACY ISLAND RD

Stormwater Collection System

Tohoqua Phase 3 CDD



SCALE IN FEET
Exhibit 2

October 25, 2022
P & B Job No.: 21-029

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

POULOS & BENNETT
www.poulosandbennett.com
Certificate of Authorization No. 28507

21-029(1)-028 LENW - TOHOQUA 3.6 & 7A(C)D(1)H & PWS(C)D(1)H & REVISION D(HE)S(1)H CDD STORMWATER COLLECTION SYSTEM

SECTION E

BILL OF SALE ABSOLUTE AND AGREEMENT

Tohoqua Community Development District - Utility Conveyance (Phase3)

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (“Agreement”) is made as of this _____ day of _____, 2023, by and between **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the “District”), a Florida community development district created pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, and **LENNAR HOMES, LLC**, a Florida limited liability company (hereinafter referred to as “Developer”) whose address is 5505 Blue Lagoon Drive, Miami, Florida 33126, and

RECITALS

WHEREAS, Developer owns certain improvements, equipment and personal property located within the boundaries of the District, and the extent, nature and location of such improvements and equipment is more fully set forth in Exhibit “A” attached hereto (collectively, the “Improvements”); and

WHEREAS, both Developer and the District find it to be in the best interest of both parties for the Developer to transfer the Improvements to the District, to be subsequently transferred to the City of St. Cloud, Florida, a municipality of the State of Florida; and

WHEREAS, Developer desires to convey the Improvements to the District to allow such subsequent transfer for operation and maintenance, and the District desires to accept such transfer, to subsequently transfer to the City of St. Cloud, Florida for ownership, operation and maintenance.

NOW, THEREFORE, the parties hereto hereby agree to and acknowledge the following:

1. The above recitals are true and correct and are hereby incorporated into this Agreement.

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

forever.

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

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

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in their respective names, by their proper officer thereunto duly authorized, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

LENNAR HOMES, LLC, a Florida limited
liability company

Witness

By: _____

Printed Name

Print: Mark McDonald

Witness

Title: Vice President

Printed Name

**STATE OF FLORIDA
COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by means of [] physical presence or [] online notarization, this ____ day of September, 2023, by Mark McDonald as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company, on behalf of the limited liability company. Said person is [] personally known to me or [] has produced _____ as identification.

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

COUNTERPART SIGNATURE PAGE TO BILL OF SALE
Tohoqua Community Development District – Utility Conveyance (Phase 3)

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

ATTEST:

By: _____
Secretary/Asst. Secretary

By: _____

Print: Andre Vidrine

Title: Chairman

STATE OF FLORIDA
COUNTY OF _____

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

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

EXHIBIT “A”

LIST AND DESCRIPTION OF IMPROVEMENTS

1. Stormwater Management System*

The Improvements are located on the following property:

TOHOQUA – PHASE 3, according to the plat thereof, as recorded in Plat Book 32, Page 134, Public Records of Osceola County, Florida.

*The Stormwater Management System is located on the public right of way described in the above referenced plat, as diagramed in red on the attached map.

SECTION F

OWNER'S AFFIDAVIT

Tohoqua Community Development District – Utility Conveyance (Phase 3)

**STATE OF FLORIDA
COUNTY OF ORANGE**

BEFORE ME, the undersigned authority, personally appeared Mark McDonald (“Affiant”) as Vice President of Lennar Homes, LLC, a Florida limited liability company, authorized to do business in Florida, whose principal address is 5505 Blue Lagoon Drive, Miami, Florida 33126 (the “Owner”), who being first duly sworn on oath says:

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

2. That the Improvements, as described in the Bill of Sale Absolute and Agreement, dated as of the date hereof, are free and clear of all liens and encumbrances except for those encumbrances and matters affecting title included in the plat of Tohoqua – Phase 3, as recorded in Plat Book 32, Page 134, of the Official Records of Osceola County, Florida (the “Plat”).

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

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

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

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

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

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

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

10. Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. To inform the District and Latham, Luna, Eden & Beaudine, LLP (“LLEB”), that withholding of tax is not required upon the disposition of a U.S. real property interest by Owner, Owner hereby swears, affirms and certifies the following to District and LLEB that Owner: (i) is not a foreign person, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations); (ii) is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii); (iii) is not a non-resident alien (as such term is defined in the Internal Revenue Code and Income Tax Regulations) for the purposes of U.S. income taxation; (iv) has an EIN/Federal Tax Identification Number of 59-0711505; (v) has a mailing address of is 5505 Blue Lagoon Drive, Miami, Florida 33126. Affiant understands that this certification may be disclosed to the Internal Revenue Service by Owner and that any false statement contained herein could be punished by fine, imprisonment, or both. Affiant understands that the District and LLEB are relying on this certification in determining whether withholding is required upon said transfer.

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

[SIGNATURES ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

DATED: _____, 2023

Signed, sealed and delivered in our presence:

LENNAR HOMES, LLC, a Florida limited liability company

(Signature)

By: _____

(Print Name)

Print: Mark McDonald

(Signature)

Title: Vice President

(Print Name)

STATE OF FLORIDA

COUNTY OF ORANGE

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

(SEAL)

Notary Public; State of Florida

Print Name: _____

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

EXHIBIT “A”

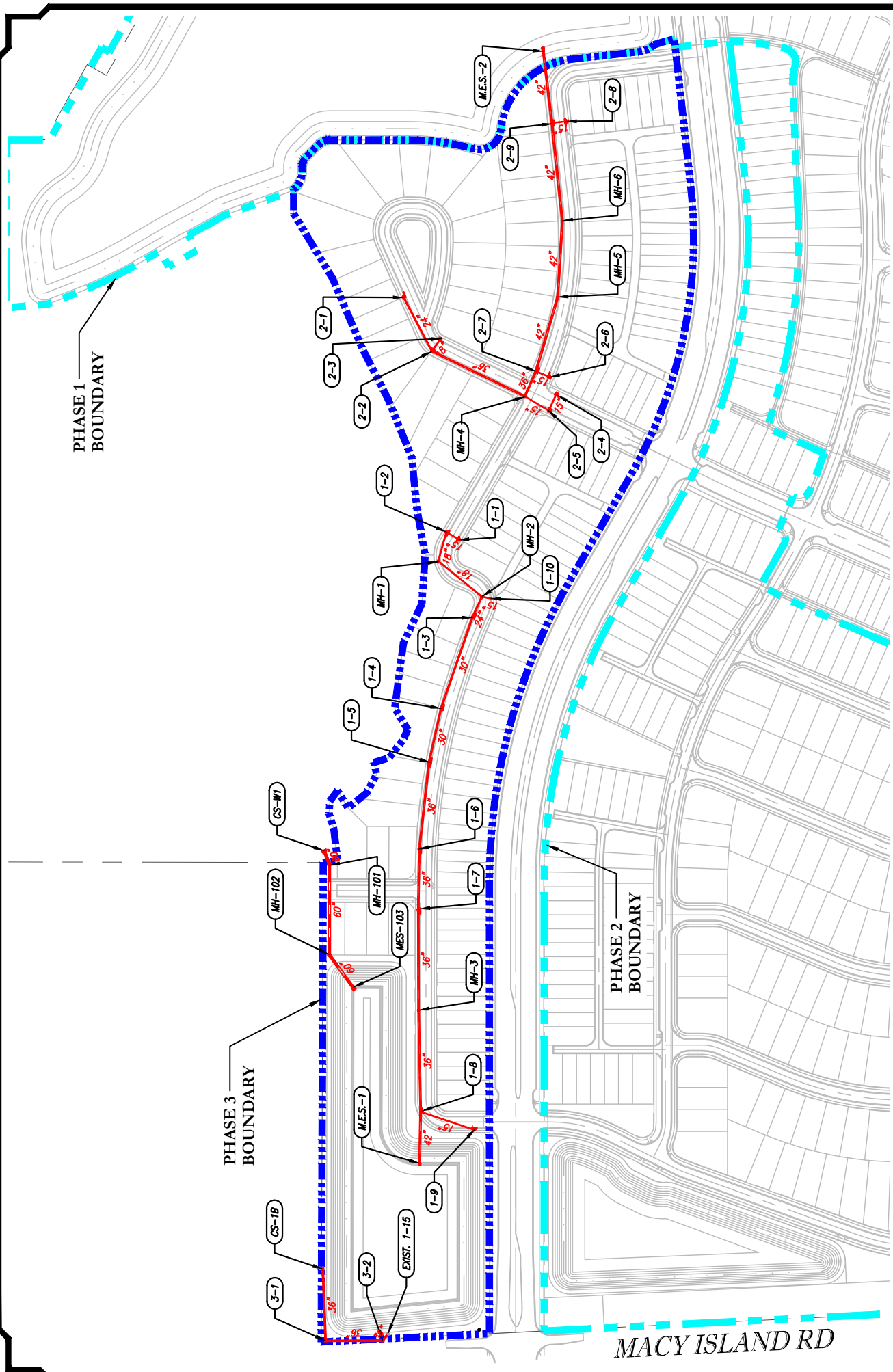
DESCRIPTION OF THE IMPROVEMENTS

1. Stormwater Management System*

The Improvements are located on the following property:

TOHOQUA – PHASE 3, according to the plat thereof, as recorded in Plat Book 32, Page 134, Public Records of Osceola County, Florida.

*The Stormwater Management System is located on the public right of way described in the above referenced plat, as diagramed in red on the attached map.



PHASE 1
BOUNDARY

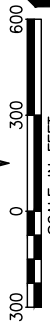
PHASE 3
BOUNDARY

PHASE 2
BOUNDARY

MACY ISLAND RD

Stormwater Collection System

Tohoqua Phase 3 CDD



www.poulosandbennett.com
Certificate of Authorization No. 28507

POULOS & BENNETT

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

October 25, 2022
P & B Job No.: 21-1029

21-2021031-029 LENNAE - TOHOQUA 3.6 & 7A/0A/04H & PHS 030/PHASE 3 REVISION D/HEIS/PHD CDD STORMWATER COLLECTION SYSTEM

Exhibit 2

SECTION G

CERTIFICATE OF DISTRICT ENGINEER

Tohoqua Community Development District – Utility Conveyance (Phase 3)

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

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

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

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

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

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

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

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER
Tohoqua Community Development District – Utility Conveyance (Phase 3)

DATED: _____, 2023

Witness: _____

Print: _____

Witness: _____

Print: _____

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

STATE OF FLORIDA
COUNTY OF ORANGE

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

1. Stormwater Management System*

The Improvements are located on the following property:

TOHOQUA – PHASE 3, according to the plat thereof, as recorded in Plat Book 32, Page 134, Public Records of Osceola County, Florida.

*The Stormwater Management System is located on the public right of way described in the above referenced plat, as diagramed in red on the attached map.

SECTION VIII

REBATE REPORT

\$2,165,000

Tohoqua Community Development District

(Osceola County, Florida)

Special Assessment Revenue Bonds,

Series 2018

Dated: February 8, 2018
Delivered: February 8, 2018

Rebate Report to the Computation Date
February 8, 2023
Reflecting Activity To
February 8, 2023



AMTEC

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AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

September 5, 2023

Tohoqua Community Development District
c/o Ms. Katie Costa
Director of Operations – Accounting Division
Government Management Services – CF, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Re: \$2,165,000 Tohoqua Community Development District (Osceola County, Florida),
Special Assessment Revenue Bonds, Series 2018

Dear Ms. Costa:

AMTEC has prepared certain computations relating to the above referenced bond issue (the “Bonds”) at the request of the Tohoqua Community Development District (the “District”)

The scope of our engagement consisted of preparing the computations shown in the attached schedules to determine the Rebtable Arbitrage as described in Section 103 of the Internal Revenue Code of 1954, Section 148(f) of the Internal Revenue Code of 1986, as amended (the "Code"), and all applicable Regulations issued thereunder. The methodology used is consistent with current tax law and regulations and may be relied upon in determining the rebate liability. Certain computational methods used in the preparation of the schedules are described in the Summary of Computational Information and Definitions.

Our engagement was limited to the computation of Rebtable Arbitrage based upon the information furnished to us by the District. In accordance with the terms of our engagement, we did not audit the information provided to us, and we express no opinion as to the completeness, accuracy or suitability of such information for purposes of calculating the Rebtable Arbitrage.

We have scheduled our next Report as of January 31, 2024. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Caitlyn C. McGovern
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

Our computations, contained in the attached schedules, are summarized as follows:

For the February 8, 2023 Computation Date
Reflecting Activity from February 8, 2018 through February 8, 2023

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Project Fund	0.308900%	773.06	(13,519.41)
Capitalized Interest Fund	0.256701%	112.44	(2,429.28)
Reserve Fund	0.291280%	1,007.62	(17,234.07)
Totals	0.295814%	\$1,893.12	\$(33,182.76)
Bond Yield	4.763052%		
Rebate Computation Credits			(9,949.29)
Net Rebatable Arbitrage			\$(43,132.05)

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatale Arbitrage, investment activity is reflected from February 8, 2018, the date of the closing, to February 8, 2023, the Computation Date. All nonpurpose payments and receipts are future valued to the Computation Date of February 8, 2023.
2. Computations of yield are based on a 360-day year and semiannual compounding on the last day of each compounding interval. Compounding intervals end on a day in the calendar year corresponding to Bond maturity dates or six months prior.
3. For investment cash flow, debt service and yield computation purposes, all payments and receipts are assumed to be paid or received respectively, as shown on the attached schedules.
4. Purchase prices on investments are assumed to be at fair market value, representing an arm's length transaction.
5. During the period between February 8, 2018 and February 8, 2023, the District made periodic payments into the Interest Fund and Principal Fund (collectively, the "Debt Service Fund") that were used, along with the interest earned, to provide the required debt service payments.

Under Section 148(f)(4)(A), the rebate requirement does not apply to amounts in certain bona fide debt service funds. The Regulations define a bona fide debt service fund as one that is used primarily to achieve a proper matching of revenues with principal and interest payments within each bond year. The fund must be depleted at least once each bond year, except for a reasonable carryover amount not to exceed the greater of the earnings on the fund for the immediately preceding bond year or 1/12th of the principal and interest payments on the issue for the immediately preceding bond year.

We have reviewed the Debt Service Fund and have determined that the funds deposited have functioned as a bona fide debt service fund and are not subject to the rebate requirement.

DEFINITIONS

6. Computation Date

February 8, 2023.

7. Computation Period

The period beginning on February 8, 2018, the date of the closing, and ending on February 8, 2023, the Computation Date.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on the day in the calendar year that is selected by the issuer. If no day is selected by the issuer before the earlier of the final maturity date of the issue or the date that is five years after the date of issue, each bond year ends at the close of business on the anniversary date of the issuance.

9. Bond Yield

The discount rate that, when used in computing the present value of all the unconditionally payable payments of principal and interest with respect to the Bonds, produces an amount equal to the present value of the issue price of the Bonds. Present value is computed as of the date of issue of the Bonds.

10. Taxable Investment Yield

The discount rate that, when used in computing the present value of all receipts of principal and interest to be received on an investment during the Computation Period, produces an amount equal to the fair market value of the investment at the time it became a nonpurpose investment.

11. Issue Price

The price determined on the basis of the initial offering price at which price a substantial amount of the Bonds was sold.

12. Rebatable Arbitrage

The Code defines the required rebate as the excess of the amount earned on all nonpurpose investments over the amount that would have been earned if such nonpurpose investments were invested at the Bond Yield, plus any income attributable to the excess. Accordingly, the Regulations require that this amount be computed as the excess of the future value of all the nonpurpose receipts over the future value of all the nonpurpose payments. The future value is computed as of the Computation Date using the Bond Yield.

13. Funds and Accounts

The Funds and Accounts activity used in the compilation of this Report was received from the District and US Bank, Trustee, as follows:

Fund / Account	Account Number
Revenue	244446000
Interest	244446001
Principal	244446002
Reserve	244446003
Prepayment	244446004
Project	244446005
Capitalized Interest	244446006

METHODOLOGY

Bond Yield

The methodology used to calculate the bond yield was to determine the discount rate that produces the present value of all payments of principal and interest through the maturity date of the Bonds.

Investment Yield and Rebate Amount

The methodology used to calculate the Rebateable Arbitrage, as of February 8, 2023, was to calculate the future value of the disbursements from all funds, subject to rebate, and the value of the remaining bond proceeds, at the yield on the Bonds, to February 8, 2023. This figure was then compared to the future value of the deposit of bond proceeds into the various investment accounts at the same yield. The difference between the future values of the two cash flows, on February 8, 2023, is the Rebateable Arbitrage.

\$2,165,000
Tohoqua Community Development District
(Osceola County, Florida)
Special Assessment Revenue Bonds,
Series 2018
Delivered: February 8, 2018

Sources of Funds	
-------------------------	--

Par Amount	\$2,165,000.00
Total	\$2,165,000.00

Uses of Funds	
----------------------	--

Project Fund	\$1,798,838.22
Capitalized Interest Fund	75,123.03
Reserve Fund	69,038.75
Costs of Issuance	172,000.00
Underwriter's Discount	50,000.00
Total	\$2,165,000.00

PROOF OF ARBITRAGE YIELD

\$2,165,000

Tohoqua Community Development District
(Osceola County, Florida)
Special Assessment Revenue Bonds,
Series 2018

Date	Debt Service	Present Value to 02/08/2018 @ 4.7630515318%
05/01/2018	23,708.03	23,452.12
11/01/2018	51,415.00	49,676.95
05/01/2019	86,415.00	81,551.63
11/01/2019	50,592.50	46,634.58
05/01/2020	85,592.50	77,061.25
11/01/2020	49,770.00	43,766.96
05/01/2021	84,770.00	72,811.39
11/01/2021	48,947.50	41,064.45
05/01/2022	88,947.50	72,886.60
11/01/2022	48,007.50	38,423.90
05/01/2023	88,007.50	68,800.31
11/01/2023	47,067.50	35,939.35
05/01/2024	92,067.50	68,664.76
11/01/2024	46,010.00	33,516.46
05/01/2025	91,010.00	64,755.02
11/01/2025	44,952.50	31,240.40
05/01/2026	89,952.50	61,059.66
11/01/2026	43,895.00	29,102.79
05/01/2027	93,895.00	60,805.16
11/01/2027	42,720.00	27,021.38
05/01/2028	92,720.00	57,283.32
11/01/2028	41,545.00	25,069.86
05/01/2029	96,545.00	56,903.81
11/01/2029	40,252.50	23,173.03
05/01/2030	95,252.50	53,560.52
11/01/2030	38,960.00	21,397.63
05/01/2031	98,960.00	53,086.59
11/01/2031	37,550.00	19,674.94
05/01/2032	97,550.00	49,923.99
11/01/2032	36,140.00	18,065.44
05/01/2033	101,140.00	49,381.21
11/01/2033	34,612.50	16,506.32
05/01/2034	104,612.50	48,728.07
11/01/2034	32,967.50	14,998.92
05/01/2035	102,967.50	45,756.48
11/01/2035	31,322.50	13,595.25
05/01/2036	106,322.50	45,074.86
11/01/2036	29,560.00	12,240.30
05/01/2037	109,560.00	44,311.66
11/01/2037	27,680.00	10,934.79
05/01/2038	107,680.00	41,548.74
11/01/2038	25,800.00	9,723.46
05/01/2039	110,800.00	40,786.78
11/01/2039	23,760.00	8,542.88
05/01/2040	113,760.00	39,950.85
11/01/2040	21,600.00	7,409.15
05/01/2041	116,600.00	39,065.36
11/01/2041	19,320.00	6,322.35
05/01/2042	119,320.00	38,138.47
11/01/2042	16,920.00	5,282.37
05/01/2043	121,920.00	37,177.64
11/01/2043	14,400.00	4,288.92
05/01/2044	124,400.00	36,189.62
11/01/2044	11,760.00	3,341.56
05/01/2045	126,760.00	35,180.55
11/01/2045	9,000.00	2,439.73
05/01/2046	129,000.00	34,156.00

PROOF OF ARBITRAGE YIELD

\$2,165,000

Tohoqua Community Development District
(Osceola County, Florida)
Special Assessment Revenue Bonds,
Series 2018

Date	Debt Service	Present Value to 02/08/2018 @ 4.7630515318%
11/01/2046	6,120.00	1,582.73
05/01/2047	131,120.00	33,120.97
11/01/2047	3,120.00	769.78
05/01/2048	133,120.00	32,079.99
	4,140,243.03	2,165,000.00

Proceeds Summary

Delivery date	02/08/2018
Par Value	2,165,000.00
Target for yield calculation	2,165,000.00

BOND DEBT SERVICE

\$2,165,000

Tohoqua Community Development District
(Osceola County, Florida)
Special Assessment Revenue Bonds,
Series 2018

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
02/08/2018					
05/01/2018			23,708.03	23,708.03	23,708.03
11/01/2018			51,415.00	51,415.00	
05/01/2019	35,000	4.700%	51,415.00	86,415.00	137,830.00
11/01/2019			50,592.50	50,592.50	
05/01/2020	35,000	4.700%	50,592.50	85,592.50	136,185.00
11/01/2020			49,770.00	49,770.00	
05/01/2021	35,000	4.700%	49,770.00	84,770.00	134,540.00
11/01/2021			48,947.50	48,947.50	
05/01/2022	40,000	4.700%	48,947.50	88,947.50	137,895.00
11/01/2022			48,007.50	48,007.50	
05/01/2023	40,000	4.700%	48,007.50	88,007.50	136,015.00
11/01/2023			47,067.50	47,067.50	
05/01/2024	45,000	4.700%	47,067.50	92,067.50	139,135.00
11/01/2024			46,010.00	46,010.00	
05/01/2025	45,000	4.700%	46,010.00	91,010.00	137,020.00
11/01/2025			44,952.50	44,952.50	
05/01/2026	45,000	4.700%	44,952.50	89,952.50	134,905.00
11/01/2026			43,895.00	43,895.00	
05/01/2027	50,000	4.700%	43,895.00	93,895.00	137,790.00
11/01/2027			42,720.00	42,720.00	
05/01/2028	50,000	4.700%	42,720.00	92,720.00	135,440.00
11/01/2028			41,545.00	41,545.00	
05/01/2029	55,000	4.700%	41,545.00	96,545.00	138,090.00
11/01/2029			40,252.50	40,252.50	
05/01/2030	55,000	4.700%	40,252.50	95,252.50	135,505.00
11/01/2030			38,960.00	38,960.00	
05/01/2031	60,000	4.700%	38,960.00	98,960.00	137,920.00
11/01/2031			37,550.00	37,550.00	
05/01/2032	60,000	4.700%	37,550.00	97,550.00	135,100.00
11/01/2032			36,140.00	36,140.00	
05/01/2033	65,000	4.700%	36,140.00	101,140.00	137,280.00
11/01/2033			34,612.50	34,612.50	
05/01/2034	70,000	4.700%	34,612.50	104,612.50	139,225.00
11/01/2034			32,967.50	32,967.50	
05/01/2035	70,000	4.700%	32,967.50	102,967.50	135,935.00
11/01/2035			31,322.50	31,322.50	
05/01/2036	75,000	4.700%	31,322.50	106,322.50	137,645.00
11/01/2036			29,560.00	29,560.00	
05/01/2037	80,000	4.700%	29,560.00	109,560.00	139,120.00
11/01/2037			27,680.00	27,680.00	
05/01/2038	80,000	4.700%	27,680.00	107,680.00	135,360.00
11/01/2038			25,800.00	25,800.00	
05/01/2039	85,000	4.800%	25,800.00	110,800.00	136,600.00
11/01/2039			23,760.00	23,760.00	
05/01/2040	90,000	4.800%	23,760.00	113,760.00	137,520.00
11/01/2040			21,600.00	21,600.00	
05/01/2041	95,000	4.800%	21,600.00	116,600.00	138,200.00
11/01/2041			19,320.00	19,320.00	
05/01/2042	100,000	4.800%	19,320.00	119,320.00	138,640.00
11/01/2042			16,920.00	16,920.00	
05/01/2043	105,000	4.800%	16,920.00	121,920.00	138,840.00
11/01/2043			14,400.00	14,400.00	
05/01/2044	110,000	4.800%	14,400.00	124,400.00	138,800.00
11/01/2044			11,760.00	11,760.00	
05/01/2045	115,000	4.800%	11,760.00	126,760.00	138,520.00
11/01/2045			9,000.00	9,000.00	
05/01/2046	120,000	4.800%	9,000.00	129,000.00	138,000.00

BOND DEBT SERVICE

\$2,165,000

Tohoqua Community Development District
(Osceola County, Florida)
Special Assessment Revenue Bonds,
Series 2018

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2046			6,120.00	6,120.00	
05/01/2047	125,000	4.800%	6,120.00	131,120.00	137,240.00
11/01/2047			3,120.00	3,120.00	
05/01/2048	130,000	4.800%	3,120.00	133,120.00	136,240.00
	2,165,000		1,975,243.03	4,140,243.03	4,140,243.03

\$2,165,000
 Tohoqua Community Development District
 (Osceola County, Florida)
 Special Assessment Revenue Bonds,
 Series 2018
 Project Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.763052%)
02/08/18	Beg Bal	-1,798,838.22	-2,276,187.75
03/16/18		1,799,045.21	2,265,166.65
07/09/18		-12,937.11	-16,050.13
09/28/21		735.00	783.63
02/08/23	Bal	12,761.65	12,761.65
02/08/23	Acc	6.53	6.53

02/08/23	TOTALS:	773.06	-13,519.41

ISSUE DATE:	02/08/18	REBATABLE ARBITRAGE:	-13,519.41
COMP DATE:	02/08/23	NET INCOME:	773.06
BOND YIELD:	4.763052%	TAX INV YIELD:	0.308900%

\$2,165,000
 Tohoqua Community Development District
 (Osceola County, Florida)
 Special Assessment Revenue Bonds,
 Series 2018
 Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.763052%)
02/08/18	Beg Bal	-75,123.03	-95,058.09
03/02/18		-7.94	-10.02
04/03/18		-11.73	-14.74
05/01/18		23,708.03	29,675.51
05/02/18		-14.09	-17.63
06/04/18		-14.66	-18.27
07/03/18		-14.19	-17.62
08/02/18		-17.50	-21.65
09/05/18		-17.59	-21.66
10/02/18		-17.02	-20.89
11/02/18		-17.59	-21.50
11/06/18		51,415.00	62,818.42
11/06/18		242.63	296.44
05/01/20		2.12	2.42

02/08/23	TOTALS:	112.44	-2,429.28

ISSUE DATE:	02/08/18	REBATABLE ARBITRAGE:	-2,429.28
COMP DATE:	02/08/23	NET INCOME:	112.44
BOND YIELD:	4.763052%	TAX INV YIELD:	0.256701%

\$2,165,000
 Tohoqua Community Development District
 (Osceola County, Florida)
 Special Assessment Revenue Bonds,
 Series 2018
 Reserve Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.763052%)
02/08/18	Beg Bal	-69,038.75	-87,359.25
03/02/18		7.94	10.02
04/03/18		11.73	14.74
05/02/18		14.09	17.63
06/04/18		14.66	18.27
07/03/18		14.19	17.62
08/02/18		17.50	21.65
09/05/18		17.59	21.66
10/02/18		17.02	20.89
11/02/18		17.59	21.50
12/04/18		17.02	20.72
01/03/19		17.59	21.33
02/04/19		17.59	21.25
03/04/19		15.89	19.12
04/02/19		17.59	21.08
05/02/19		17.02	20.32
06/04/19		17.59	20.91
07/02/19		17.02	20.16
08/02/19		14.66	17.30
09/04/19		11.73	13.78
10/02/19		10.21	11.95
11/04/19		8.80	10.26
12/03/19		8.51	9.88
01/03/20		8.80	10.18
02/04/20		8.77	10.11
03/03/20		7.26	8.33
04/02/20		3.27	3.74
05/04/20		0.57	0.65
06/02/20		0.58	0.66
07/02/20		0.34	0.38
08/04/20		0.32	0.36
09/02/20		0.29	0.33
10/02/20		0.28	0.31
11/03/20		0.29	0.32
12/02/20		0.28	0.31
01/05/21		0.29	0.32
02/02/21		0.29	0.32
03/02/21		0.26	0.28
04/02/21		0.29	0.32
05/04/21		0.28	0.30
06/02/21		0.29	0.31
07/02/21		0.28	0.30
08/03/21		0.29	0.31
09/02/21		0.29	0.31
10/04/21		0.28	0.30
11/02/21		0.29	0.31
12/02/21		0.28	0.30

\$2,165,000
 Tohoqua Community Development District
 (Osceola County, Florida)
 Special Assessment Revenue Bonds,
 Series 2018
 Reserve Fund

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.763052%)
01/04/22		0.29	0.31
02/02/22		0.29	0.30
03/02/22		0.26	0.27
04/04/22		0.29	0.30
05/03/22		0.28	0.29
06/02/22		0.29	0.30
07/05/22		0.28	0.29
08/02/22		0.29	0.30
09/02/22		45.54	46.48
10/04/22		85.12	86.51
11/02/22		104.41	105.73
12/02/22		110.65	111.61
01/04/23		129.00	129.57
02/02/23		137.23	137.34
02/08/23	Bal	69,038.75	69,038.75
02/08/23	Acc	35.41	35.41

02/08/23	TOTALS:	1,007.62	-17,234.07

ISSUE DATE:	02/08/18	REBATABLE ARBITRAGE:	-17,234.07
COMP DATE:	02/08/23	NET INCOME:	1,007.62
BOND YIELD:	4.763052%	TAX INV YIELD:	0.291280%

\$2,165,000
 Tohoqua Community Development District
 (Osceola County, Florida)
 Special Assessment Revenue Bonds,
 Series 2018
 Rebate Computation Credits

ARBITRAGE REBATE CALCULATION
 DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (4.763052%)
02/08/19		-1,730.00	-2,088.42
02/08/20		-1,760.00	-2,026.95
02/08/21		-1,780.00	-1,955.72
02/08/22		-1,830.00	-1,918.20
02/08/23		-1,960.00	-1,960.00

02/08/23	TOTALS:	-9,060.00	-9,949.29

ISSUE DATE: 02/08/18 REBATABLE ARBITRAGE: -9,949.29
 COMP DATE: 02/08/23
 BOND YIELD: 4.763052%

SECTION IX

**Arbitrage Rebate Computation
Proposal For
Tohoqua
Community Development District
(City of St. Cloud, Florida)**

**\$2,165,000 Special Assessment Revenue Bonds,
Series 2018**

**\$2,120,000 Special Assessment Revenue Bonds,
Series 2022 (Phase 3/6 Project)**

**\$2,230,000 Special Assessment Revenue Bonds,
Series 2023 (Phase 4B/5B Project)**





AMTEC

American Municipal Tax-Exempt Compliance

90 Avon Meadow Lane
Avon, CT 06001
(T) 860-321-7521
(F) 860-321-7581

www.amteccorp.com

September 11, 2023

Tohoqua Community Development District
c/o Ms. Katie Costa
Director of Accounting Services
Government Management Services – CF, LLC
6200 Lee Vista Boulevard, Suite 300
Orlando, FL 32822

Re: Tohoqua Community Development District (City of St. Cloud, Florida), Tax-Exempt Bond Issues:
\$2,165,000 Special Assessment Revenue Bonds, Series 2018
\$2,120,000 Special Assessment Revenue Bonds, Series 2022 (Phase 3/6 Project)
\$2,230,000 Special Assessment Revenue Bonds, Series 2023 (Phase 4B/5B Project)

Dear Ms. Costa:

AMTEC is an independent consulting firm that specializes in arbitrage rebate calculations. We have the ability to complete rebate computations for the above-referenced Tohoqua Community Development District (the "District") tax-exempt bond issues (the "Bonds"). We do not sell investments or seek an underwriting role. As a result of our specialization, we offer very competitive pricing for rebate computations. Our typical fee averages less than \$1,000 per year, per issue and includes up to five years of annual rebate liability reporting.

Firm History

AMTEC was incorporated in 1990 and maintains a prominent client base of colleges and universities, school districts, hospitals, cities, state agencies and small-town bond issuers throughout the United States. We currently compute rebate for more than 7,300 bond issues and have delivered thousands of rebate reports. The IRS has never challenged our findings.

Southeast Client Base

We provide arbitrage rebate services to over 400 bond issues aggregating more than \$10 billion of tax-exempt debt in the southeastern United States. We have recently performed computations for the Magnolia West, East Park, Palm Coast Park, Windward and Town Center at Palm Coast Park Community Development Districts. Additionally, we are exclusive rebate consultant to Broward County and the Town of Palm Beach in Florida. Nationally, we are rebate consultants for the City of Tulsa (OK), the City of Lubbock (TX) and the States of Connecticut, Montana, Mississippi, West Virginia, Vermont and Alaska. We have prepared a Proposal for the computation of arbitrage for the District's Bonds.

We have established "bond year ends" based upon the anniversary of the closing date for each series of Bonds.

Proposal

We are proposing rebate computation services based on the following:

- \$2,165,000 Special Assessment Revenue Bonds, Series 2018
- \$2,120,000 Special Assessment Revenue Bonds, Series 2022 (Phase 3/6 Project)
- \$2,230,000 Special Assessment Revenue Bonds, Series 2023 (Phase 4B/5B Project)
- Fixed Rate Debt
- Acquisition & Construction, Debt Service Reserve, Capitalized Interest, Cost of Issuance & Debt Service Accounts.

Should the Tax Agreements require rebate computations for any other accounts, computations will be extended to include those accounts at no additional cost to the District.

Our guaranteed fee for rebate computations for the Bonds is \$450 per year and will encompass all activity from the dates of the closing through the initial Computation Dates. The fee is based upon the size as well as the complexity. Our fee is payable upon your acceptance of our rebate reports, which will be delivered shortly after the report dates specified in the following tables.

AMTEC Professional Fee – \$2,165,000 Special Assessment Revenue Bonds, Series 2018

Report Date	Type of Report	Period Covered	Fee
January 31, 2024	Rebate and Opinion	Closing – January 31, 2024	\$450
January 31, 2025	Rebate and Opinion	Closing – January 31, 2025	\$450
January 31, 2026	Rebate and Opinion	Closing – January 31, 2026	\$450
January 31, 2027	Rebate and Opinion	Closing – January 31, 2027	\$450
February 8, 2028	Rebate and Opinion	Closing – February 8, 2028	\$450

AMTEC Professional Fee – \$2,120,000 Special Assessment Revenue Bonds, Series 2022 (Phase 3/6 Project)

Report Date	Type of Report	Period Covered	Fee
October 31, 2023	Rebate and Opinion	Closing – October 31, 2023	\$450
October 31, 2024	Rebate and Opinion	Closing – October 31, 2024	\$450
October 31, 2025	Rebate and Opinion	Closing – October 31, 2025	\$450
October 31, 2026	Rebate and Opinion	Closing – October 31, 2026	\$450
November 4, 2027	Rebate and Opinion	Closing – November 4, 2027	\$450

AMTEC Professional Fee – \$2,230,000 Special Assessment Revenue Bonds, Series 2023 (Phase 4B/5B Project)

Report Date	Type of Report	Period Covered	Fee
February 28, 2024	Rebate and Opinion	Closing – February 28, 2024	\$450
February 28, 2025	Rebate and Opinion	Closing – February 28, 2024	\$450
February 28, 2026	Rebate and Opinion	Closing – February 28, 2024	\$450
February 28, 2027	Rebate and Opinion	Closing – February 28, 2024	\$450
March 15, 2028	Rebate and Opinion	Closing – March 15, 2028	\$450

In order to begin, we are requesting copies of the following documentation for each series of Bonds:

1. Arbitrage Certificate or Tax Regulatory Agreement
2. IRS Form 8038-G
3. Closing Memorandum
4. US Bank statements for all accounts from the date of each closing, through each report date

AMTEC's Scope of Services

Our standard engagement includes the following services:

- Review of all bond documents and account statements for possible rebate exceptions;
- Computation of the rebate liability and/or the yield restricted amount, in accordance with Section 148 of the Internal Revenue Code, commencing with the date of the closing through required reporting date of the Bonds;
- Independent calculation of the yield on the Bonds to ensure the correct basis for any rebate liability. This effort provides the basis for our unqualified opinion;
- Reconciliation of the sources and uses of funds from the bond documentation;
- Calculation and analysis of the yield on all investments, subject to the Regulations, for each computation period;
- Production of rebate reports, indicating the above stated information, and the issuance of the AMTEC Opinion;
- Recommendations for proactive rebate management;
- Commingled funds, transferred proceeds and yield restriction analyses, if necessary;
- Preparation of IRS Form 8038-T and any accompanying documentation, should a rebate payment be required;
- We will discuss the results of our Reports with you, your auditors, and our continued support in the event of an IRS inquiry; and
- We guarantee the completeness and accuracy of our work.

The District agrees to furnish AMTEC with the required documentation necessary to fulfill its obligation under the scope of services. The District will make available staff knowledgeable about the bond transactions, investments and disbursements of bond proceeds.

The District agrees to pay AMTEC its fee after it has been satisfied that the scope of services, as outlined under the Proposal, has been fulfilled. AMTEC agrees that its fee is all-inclusive and that it will not charge the District for any expenses connected with this engagement.

The parties have executed this Agreement on _____, 2023.

Tohoqua
Community Development District

Consultant: American Municipal Tax-Exempt
Compliance Corporation

By: _____

By: Michael J. Scarfo
Senior Vice President

SECTION X



Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
Fax (561) 994-5823
www.graucpa.com

September 19, 2023

Board of Supervisors
Tohoqua Community Development District
219 East Livingston Street
Orlando, FL 32801

We are pleased to confirm our understanding of the services we are to provide Tohoqua Community Development District, Osceola County, Florida ("the District") for the fiscal year ended September 30, 2023. We will audit the financial statements of the governmental activities and each major fund, including the related notes to the financial statements, which collectively comprise the basic financial statements of Tohoqua Community Development District as of and for the fiscal year ended September 30, 2023. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes. This letter serves to renew our agreement and establish the terms and fee for the 2023 audit.

Accounting principles generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, 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. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding 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 will 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.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis
- 2) Budgetary comparison schedule

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that information:

- 1) Compliance with FL Statute 218.39 (3) (c)

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the District and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the District's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the financial statements is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement.

Other Services

We will assist in preparing the financial statements and related notes of the District in conformity with U.S. generally accepted accounting principles based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination. The accuracy and completeness of such information is also management's responsibility. You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. In addition, you will be required to make certain representations regarding compliance with Florida Statute 218.415 in the management representation letter. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Management is responsible for designing, implementing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relating to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

Furthermore, Grau & Associates agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Auditor acknowledges that the designated public records custodian for the District is the District Manager ("Public Records Custodian"). Among other requirements and to the extent applicable by law, Grau & Associates shall 1) keep and maintain public records required by the District to perform the service; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) 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 contract term and following the contract term if Auditor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of the contract, transfer to the District, at no cost, all public records in Grau & Associate's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Grau & Associates, Grau & Associates shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats.

IF GRAU & ASSOCIATES HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PUBLIC RECORDS CUSTODIAN AT: C/O GOVERNMENTAL MANAGEMENT SERVICES – CENTRAL FLORIDA LLC, 219 EAST LIVINGSTON STREET ORLANDO, FLORIDA 32801, OR RECORDREQUEST@GMSCFL.COM, PH: (407) 841-5524.

Our fee for these services will not exceed \$9,700 for the September 30, 2023 audit, unless there is a change in activity by the District which results in additional audit work or if additional Bonds are issued. This agreement is automatically renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees. The fee for each annual renewal will be agreed upon separately.

We will complete the audit within prescribed statutory deadlines, which requires the District to submit its annual audit to the Auditor General no later than nine (9) months after the end of the audited fiscal year, with the understanding that your employees will provide information needed to perform the audit on a timely basis.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

The District has the option to terminate this agreement with or without cause by providing thirty (30) days written notice of termination to Grau & Associates. Upon any termination of this agreement, Grau & Associates shall be entitled to payment of all work and/or services rendered up until the effective termination of this agreement, subject to whatever claims or off-sets the District may have against Grau & Associates.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2023 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Tohoqua Community Development District and believe this letter accurately summarizes the terms of our engagement and, with any addendum, if applicable, is the complete and exclusive statement of the agreement between Grau & Associates and the District with respect to the terms of the engagement between the parties. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of Tohoqua Community Development District.

By: _____

Title: _____

Date: _____



Florida Institute of Certified Public Accountants

FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs



Peer Review
Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

March 17, 2023

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on March 16, 2023, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2025. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,

FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee

850.224.2727, x5957

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114

Review Number: 594791

SECTION XI

SERVICES AGREEMENT ADDENDUM

This Services Agreement Addendum (the "**Agreement**") is entered into this 1 day of October, 2023 between Tohoqua CDD Phase 5 Pond (the "**Customer**"), and Florida ULS Operating, LLC DBA United Land Services (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.

Landscape customer wishes to obtain landscape services for the following work:

INSERT SERVICES * 42 visits per year, * Hort program/Fertilization 3 times per year, Irrigation inspections 12 times per year.

The Additional Services are to be performed to the following address:

INSERT ADDRESS : Tohoqua Phase 5 pond.

Changes in Service. Any changes to the Services must be in writing and signed by Customer and Contractor. The changes in the services or services areas may result in additional charges and may modify the schedule of current services rendered.

Start Date of New Service

1-10-23

Addendum Additional Pricing;

Monthly

\$1,060.00

Yearly

\$12,720.00

Term and Termination. The initial term of the Agreement Addendum shall commence on the Effective Date and, unless earlier terminated as permitted under this Agreement, shall coincide with the end date of the Master Initial Agreement of both parties. The Agreement Addendum shall automatically renew for successive one year periods as follows on the initial agreement. The Agreement Addendum is in addition to the already agreed upon signed contract between both parties. All articles listed on the Master Agreement will remain in effect upon signing the Agreement Addendum.

CUSTOMER

CONTRACTOR

Name: _____

Name: _____

Title: _____

Title: _____

Date : _____

Date: _____

SECTION XII

SECTION C

SECTION 1

Tohoqua Community Development District

Summary of Check Register

August 26, 2023 through September 23, 2023

Fund	Date	Check No.'s	Amount
General Fund	8/31/23	797-799	\$ 2,038.38
	9/8/23	800-807	\$ 35,017.66
	9/13/23	808-810	\$ 24,720.73
Total Amount			\$ 61,776.77

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/21/23	00074	2/20/23	02202023	202302	300	20700	10100		CLUBHOUSE DEPOSIT RETURN CELESTE HOEH	V	250.00-	250.00-	000679
8/31/23	00026	8/10/23	405610	202308	330	53800	53000		REPLACE WADE POOL PUMP SPIES POOL, LLC	*	1,125.00	1,125.00	000797
8/31/23	00064	8/24/23	61763392	202308	320	53800	47100		PEST CONTROL - AUG 23	*	65.00		
		8/25/23	61766163	202308	330	53800	54000		TERMITE BOND 10YRS TURNER PEST CONTROL, LLC	*	300.00	365.00	000798
8/31/23	00039	8/22/23	24060103	202308	330	53800	49200		C FOLD PAPER TOWEL W.B.MASON CO.INC	*	548.38	548.38	000799
9/08/23	00062	9/05/23	7354-09-	202309	310	51300	31200		ARBITRAGE - SER. 2018 AMTEC	*	2,250.00	2,250.00	000800
9/08/23	00063	8/30/23	018759	202309	330	53800	48800		SECURITY MONITORING SEP23 MODERN SECURITY SYSTEM, LLC	*	35.00	35.00	000801
9/08/23	00006	8/30/23		202307	310	51300	31100		GENERAL ENGINEERING JUL23 POULOS & BENNETT, LLC	*	60.35	60.35	000802
9/08/23	00024	9/01/23	9073	202309	320	53800	47200		POOL MAINTENANCE - SEP 23 ROBERTS POOL SRVC AND REPAIR INC	*	1,735.00	1,735.00	000803
9/08/23	00026	8/28/23	405956	202308	330	53800	53000		DEGREASER/SULFURIC ACID	*	334.80		
		8/28/23	406055	202308	330	53800	53000		BULK BLEACH SPIES POOL, LLC	*	987.50	1,322.30	000804
9/08/23	00052	9/01/23	1709	202309	320	53800	46300		POND MAINT/ANALYSIS TEST SUNSHINE LAND MANAGEMENT CORP.	*	920.00	920.00	000805
9/08/23	00033	8/30/23	42659	202308	320	53800	46100		REPLACE 2IN VALVE	*	549.93		

TQUA TOHOQUA CDD KCOSTA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/01/23		43149		202309	320	53800	46200		LANDSCAPE MAINT PH1-SEP23	*	5,943.33		
9/05/23		43256		202309	320	53800	46200		LANDSCAPE ADD POND SEP23	*	700.00		
9/05/23		43276		202309	320	53800	46200		TOH 1ST AMND PH2,3 -SEP23	*	4,323.00		
9/05/23		43278		202309	320	53800	46200		LANDSCAPE CROSS PRA-SEP23	*	3,668.33		
9/05/23		43279		202309	320	53800	46200		TOHOQUA AMENITY - SEP 23	*	1,743.75		
9/05/23		43281		202309	320	53800	46200		LANDSCAPE AMEN POND-SEP23	*	1,165.67		
9/05/23		43282		202309	320	53800	46200		LNDSCP E CROSS PRA-SEP23	*	3,885.00		
9/05/23		43283		202309	320	53800	46200		TOHOQUA PH6 MAINT - SEP23	*	4,336.00		
UNITED LAND SERVICES											26,315.01	000806	
9/08/23	00032	8/29/23	23-2632	202307	320	53800	46700		JANITORIAL SVCS - JUL 23	*	2,380.00		
WESTWOOD INTERIOR CLEANING INC.											2,380.00	000807	
9/13/23	99999	9/13/23	VOID	202309	000	00000	00000		VOID CHECK	C	.00		
*****INVALID VENDOR NUMBER*****											.00	000808	
9/13/23	00022	9/01/23	76	202309	330	53800	11000		AMENITY MANAGEMENT SEP 23	*	10,416.67		
9/01/23		76		202309	320	53800	12200		POOL ATTENDANT - SEP 23	*	1,920.00		
9/01/23		76		202309	330	53800	49000		LANDSCAPE ROCK	*	248.77		
9/01/23		76		202309	330	53800	48000		FOOD/SUPPLIES F.DAY EVENT	*	286.93		
9/01/23		76		202309	330	53800	48000		FOOD FATHERS DAY EVENT	*	273.16		
9/01/23		76		202309	330	53800	48000		SUPPLIES FATHER DAY EVENT	*	21.02		
9/01/23		76		202309	330	53800	48000		CRAFTS SUMMER KID EVENT	*	45.11		
9/01/23		76		202309	330	53800	48000		BANANAS FOR EVENT	*	4.42		
9/01/23		76		202309	330	53800	48000		CRAFTS FOR KID EVENT	*	44.69		
9/01/23		76		202309	330	53800	48000		SUPPLIES FOR KID EVENT	*	61.57		

TQUA TOHOQUA CDD KCOSTA

CHECK DATE	VEND#	INVOICE DATE	INVOICE	EXPENSED TO YRMO	DPT	ACCT#	SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
9/01/23	76			202309	330	53800	48000			*	76.57		
									SUPPLIES FOR EVENT				
9/01/23	76			202309	330	53800	48000			*	38.88		
									SUPPLIES FOR KID EVENT				
9/01/23	76			202309	330	53800	48000			*	54.04		
									SUPPLIES FOR MAC EVENT				
9/01/23	76			202309	330	53800	48000			*	25.35		
									SUPPLIES FOR EVENT				
COMMUNITY ASSOCIATION AND LIFESTYLE												13,517.18	000809
9/13/23	00002	9/01/23	284	202309	310	51300	34000			*	3,333.33		
									MANAGEMENT FEES - SEP 23				
		9/01/23	284	202309	310	51300	35200			*	100.00		
									WEBSITE ADMIN - SEP 23				
		9/01/23	284	202309	310	51300	35100			*	150.00		
									INFORMATION TECH - SEP 23				
		9/01/23	284	202309	310	51300	31300			*	1,458.33		
									DISSEMINATION - SEP 23				
		9/01/23	284	202309	310	51300	51000			*	.36		
									OFFICE SUPPLIES				
		9/01/23	284	202309	310	51300	42000			*	7.56		
									POSTAGE				
		9/01/23	284	202309	310	51300	42500			*	184.80		
									COPIES				
		9/01/23	285	202309	320	53800	12000			*	1,802.50		
									FIELD MANAGEMENT - SEP 23				
		9/01/23	285	202309	320	53800	12300			*	4,416.67		
									FACILITY MAINT - SEP 23				
GOVERNMENTAL MANAGEMENT SERVICES												11,453.55	000810
TOTAL FOR BANK A											61,776.77		
TOTAL FOR REGISTER											61,776.77		

SECTION 2

Tohoqua
Community Development District

Unaudited Financial Reporting
August 31, 2023



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Tohoqua
Community Development District
Combined Balance Sheet
August 31, 2023

	General Fund	Debt Service Fund	Capital Projects Fund	Totals Governmental Funds
Assets:				
Cash	\$ 521,327	\$ -	\$ -	\$ 521,327
Investments				
<u>Series 2018</u>				
Reserve	\$ -	\$ 69,039	\$ -	\$ 69,039
Revenue	\$ -	\$ 73,550	\$ -	\$ 73,550
Construction	\$ -	\$ -	\$ 12,982	\$ 12,982
<u>Series 2021 Phase 2</u>				
Reserve	\$ -	\$ 72,381	\$ -	\$ 72,381
Revenue	\$ -	\$ 49,634	\$ -	\$ 49,634
Construction	\$ -	\$ -	\$ 11	\$ 11
<u>Series 2021 Phase 4A/5A</u>				
Reserve	\$ -	\$ 75,350	\$ -	\$ 75,350
Revenue	\$ -	\$ 50,883	\$ -	\$ 50,883
Construction	\$ -	\$ -	\$ 9	\$ 9
<u>Series 2022 Phase 3A/6A</u>				
Reserve	\$ -	\$ 75,988	\$ -	\$ 75,988
Capital Interest	\$ -	\$ 63,526	\$ -	\$ 63,526
Construction	\$ -	\$ -	\$ 755,905	\$ 755,905
<u>Series 2023 Phase 4B/5B</u>				
Reserve	\$ -	\$ 77,100	\$ -	\$ 77,100
Capital Interest	\$ -	\$ 61,174	\$ -	\$ 61,174
Construction	\$ -	\$ -	\$ 14,766	\$ 14,766
Due From General Fund	\$ -	\$ 5,599	\$ 241	\$ 5,840
Due From Other	\$ 31	\$ -	\$ -	\$ 31
Prepaid Expenses	\$ 7,991	\$ -	\$ -	\$ 7,991
Total Assets	\$ 529,348	\$ 674,222	\$ 783,914	\$ 1,987,485
Liabilities:				
Accounts Payable	\$ 5,376	\$ -	\$ -	\$ 5,376
Due to Capital Projects	\$ 241	\$ -	\$ -	\$ 241
Due to Debt Service	\$ 5,599	\$ -	\$ -	\$ 5,599
Total Liabilities	\$ 11,216	\$ -	\$ -	\$ 11,216
Fund Balances:				
Nonspendable:				
Deposits & Prepaid Items	\$ 7,991	\$ -	\$ -	\$ 7,991
Restricted for:				
Debt Service - Series 2018	\$ -	\$ 144,366	\$ -	\$ 144,366
Debt Service - Series 2021 Phase 2	\$ -	\$ 123,888	\$ -	\$ 123,888
Debt Service - Series 2021 Phase 4A/5A	\$ -	\$ 128,182	\$ -	\$ 128,182
Debt Service - Series 2022 Phase 3A/6A	\$ -	\$ 139,513	\$ -	\$ 139,513
Debt Service - Series 2023 Phase 4B/5B	\$ -	\$ 138,274	\$ -	\$ 138,274
Capital Projects	\$ -	\$ -	\$ 783,914	\$ 783,914
Unassigned	\$ 510,141	\$ -	\$ -	\$ 510,141
Total Fund Balances	\$ 518,132	\$ 674,222	\$ 783,914	\$ 1,976,269
Total Liabilities & Fund Balance	\$ 529,348	\$ 674,222	\$ 783,914	\$ 1,987,485

Tohoqua
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2023

	Adopted Budget	Prorated Budget Thru 08/31/23	Actual Thru 08/31/23	Variance
Revenues				
Assessments - Tax Collector	\$ 660,211	\$ 660,211	\$ 662,187	\$ 1,976
Assessments - Direct	\$ 627,647	\$ 627,647	\$ 626,760	\$ (886)
Developer Contributions	\$ 115,016	\$ -	\$ -	\$ -
Special Events Revenue	\$ 12,000	\$ 11,000	\$ 17,758	\$ 6,758
Total Revenues	\$ 1,414,873	\$ 1,298,858	\$ 1,306,705	\$ 7,848
Expenditures				
General & Administrative:				
Supervisor Fees	\$ 12,000	\$ 11,000	\$ 3,400	\$ 7,600
FICA Expense	\$ 918	\$ 842	\$ 260	\$ 581
Engineering	\$ 12,000	\$ 11,000	\$ 8,155	\$ 2,845
Attorney	\$ 25,000	\$ 22,917	\$ 28,006	\$ (5,089)
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	\$ 13,750	\$ 14,375	\$ (625)
Trustee Fees	\$ 18,587	\$ 10,398	\$ 10,398	\$ -
Management Fees	\$ 40,000	\$ 36,667	\$ 36,667	\$ 0
Information Technology	\$ 1,800	\$ 1,650	\$ 1,650	\$ -
Website Maintenance	\$ 1,200	\$ 1,100	\$ 1,100	\$ -
Telephone	\$ 300	\$ 275	\$ -	\$ 275
Postage	\$ 1,000	\$ 917	\$ 273	\$ 644
Insurance	\$ 6,684	\$ 6,684	\$ 5,988	\$ 696
Printing & Binding	\$ 3,000	\$ 2,750	\$ 2,892	\$ (142)
Legal Advertising	\$ 3,800	\$ 3,483	\$ -	\$ 3,483
Other Current Charges	\$ 2,500	\$ 2,292	\$ 455	\$ 1,836
Property Appraiser Fees	\$ -	\$ -	\$ 497	\$ (497)
Office Supplies	\$ 625	\$ 573	\$ 6	\$ 567
Dues, Licenses & Subscriptions	\$ 175	\$ 175	\$ 175	\$ -
Total General & Administrative:	\$ 164,439	\$ 144,971	\$ 130,797	\$ 14,174
Operations & Maintenance				
Contract Services				
Field Management	\$ 21,630	\$ 19,828	\$ 19,828	\$ -
Amenities Management	\$ 125,000	\$ 114,583	\$ 114,583	\$ (0)
Landscape Maintenance	\$ 483,172	\$ 442,908	\$ 327,408	\$ 115,499
Lake Maintenance	\$ 35,000	\$ 32,083	\$ 10,120	\$ 21,963
Wetland Maintenance	\$ 12,100	\$ 11,092	\$ 3,400	\$ 7,692
Wetland Mitigation Reporting	\$ 9,600	\$ 8,800	\$ 6,600	\$ 2,200
Pool Maintenance	\$ 20,820	\$ 19,085	\$ 18,100	\$ 985
Pest Control	\$ 780	\$ 715	\$ 715	\$ -
Janitorial Services	\$ 30,000	\$ 27,500	\$ 20,526	\$ 6,974
Subtotal Contract Services	\$ 738,102	\$ 676,594	\$ 521,280	\$ 155,313

Tohoqua
Community Development District
General Fund
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2023

	Adopted Budget	Prorated Budget Thru 08/31/23	Actual Thru 08/31/23	Variance
Repairs & Maintenance				
Landscape Replacement	\$ 25,000	\$ 25,000	\$ 43,150	\$ (18,150)
Irrigation Repairs	\$ 3,000	\$ 2,750	\$ 4,756	\$ (2,006)
Stormwater Inspections	\$ 12,900	\$ 11,825	\$ -	\$ 11,825
General Repairs & Maintenance	\$ 10,000	\$ 9,167	\$ 1,806	\$ 7,360
Alley & Sidewalk Maintenance	\$ 3,000	\$ 2,750	\$ -	\$ 2,750
Signage	\$ 1,500	\$ 1,375	\$ -	\$ 1,375
Walls & Monument Repair	\$ 1,500	\$ 1,375	\$ -	\$ 1,375
Fencing	\$ 1,500	\$ 1,375	\$ -	\$ 1,375
Subtotal Repairs & Maintenance	\$ 58,400	\$ 55,617	\$ 49,713	\$ 5,904
Utilities				
Pool - Electric	\$ 21,120	\$ 19,360	\$ 32,056	\$ (12,696)
Pool - Water	\$ 9,240	\$ 8,470	\$ 11,663	\$ (3,193)
Electric	\$ 2,500	\$ 2,292	\$ 681	\$ 1,611
Water & Sewer	\$ 70,000	\$ 64,167	\$ 89,530	\$ (25,363)
Streetlights	\$ 150,000	\$ 137,500	\$ 72,832	\$ 64,668
Subtotal Utilities	\$ 252,860	\$ 231,788	\$ 206,762	\$ 25,026
Amenities				
Property Insurance	\$ 27,665	\$ 27,665	\$ 25,365	\$ 2,300
Pool Attendants	\$ 12,500	\$ 11,458	\$ 8,463	\$ 2,995
Facility Maintenance	\$ 53,000	\$ 48,583	\$ 48,583	\$ (0)
Pool Repairs & Maintenance	\$ 15,000	\$ 13,750	\$ 28,932	\$ (15,182)
Pool Permits	\$ 325	\$ 325	\$ 325	\$ -
Access Cards & Equipment Supplies	\$ 6,000	\$ 6,000	\$ 6,569	\$ (569)
Fire Alarm & Security Monitoring	\$ 420	\$ 385	\$ 350	\$ 35
Fire Alarm & Security Monitoring Repairs	\$ 2,000	\$ 1,833	\$ -	\$ 1,833
Fire Extinguisher Inspections	\$ 100	\$ 100	\$ 95	\$ 5
Amenity Signage	\$ 2,000	\$ 2,000	\$ 2,545	\$ (545)
Repairs & Maintenance	\$ 5,000	\$ 4,583	\$ 5,643	\$ (1,060)
Office Supplies	\$ 1,000	\$ 917	\$ 552	\$ 365
Operating Supplies	\$ 5,000	\$ 4,583	\$ 5,122	\$ (539)
Special Events	\$ 18,000	\$ 16,500	\$ 15,938	\$ 562
Termite Bond	\$ 300	\$ 300	\$ 600	\$ (300)
Holiday Décor	\$ 12,500	\$ 11,458	\$ 5,195	\$ 6,263
Subtotal Amenities	\$ 160,810	\$ 150,442	\$ 154,277	\$ (3,836)
Other				
Contingency	\$ 25,000	\$ 25,000	\$ 57,420	\$ (32,420)
Subtotal Other	\$ 25,000	\$ 25,000	\$ 57,420	\$ (32,420)
Total Operations & Maintenance	\$ 1,235,172	\$ 1,139,440	\$ 989,453	\$ 149,987
Total Expenditures	\$ 1,399,611	\$ 1,284,411	\$ 1,120,250	\$ 164,161
Excess (Deficiency) of Revenues over Expenditures	\$ 15,262		\$ 186,455	
Other Financing Sources/(Uses)				
Transfer In/(Out) - Capital Reserve	\$ (15,262)	\$ -	\$ -	\$ -
Total Other Financing Sources/(Uses)	\$ (15,262)	\$ -	\$ -	\$ -
Net Change in Fund Balance	\$ 0		\$ 186,455	
Fund Balance - Beginning	\$ -		\$ 331,676	
Fund Balance - Ending	\$ 0		\$ 518,132	

Tohoqua
Community Development District
Debt Service Fund - Series 2018
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2023

	Adopted Budget	Prorated Budget Thru 08/31/23	Actual Thru 08/31/23	Variance
Revenues				
Special Assessments	\$ 137,458	\$ 137,458	\$ 137,861	\$ 403
Interest Income	\$ -	\$ -	\$ 3,921	\$ 3,921
Total Revenues	\$ 137,458	\$ 137,458	\$ 141,782	\$ 4,324
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		\$ 5,767	
Fund Balance - Beginning	\$ 68,361		\$ 138,599	
Fund Balance - Ending	\$ 69,804		\$ 144,366	

Tohoqua
Community Development District
Debt Service Fund - Series 2021 Phase 2
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2023

	Adopted Budget	Prorated Budget Thru 08/31/23	Actual Thru 08/31/23	Variance
Revenues				
Special Assessments	\$ 144,764	\$ 144,764	\$ 145,193	\$ 429
Interest Income	\$ -	\$ -	\$ 3,510	\$ 3,510
Total Revenues	\$ 144,764	\$ 144,764	\$ 148,703	\$ 3,939
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		\$ 4,966	
Fund Balance - Beginning	\$ 45,296		\$ 118,922	
Fund Balance - Ending	\$ 46,323		\$ 123,888	

Tohoqua
Community Development District
Debt Service Fund - Series 2021 Phase 4A/5A
Statement of Revenues, Expenditures, and Changes in Fund Balance
For The Period Ending August 31, 2023

	Adopted Budget	Prorated Budget Thru 08/31/23	Actual Thru 08/31/23	Variance
Revenues				
Assessments - Tax Roll	\$ 150,700	\$ 150,700	\$ 151,146	\$ 446
Interest Income	\$ -	\$ -	\$ 3,630	\$ 3,630
Total Revenues	\$ 150,700	\$ 150,700	\$ 154,777	\$ 4,077
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		\$ 5,092	
Fund Balance - Beginning	\$ 47,678		\$ 123,090	
Fund Balance - Ending	\$ 48,693		\$ 128,182	

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 August 31, 2023

	Adopted Budget	Prorated Budget Thru 08/31/23	Actual Thru 08/31/23	Variance
Revenues				
Interest Income	\$ -	\$ -	\$ 3,835	\$ 3,835
Total Revenues	\$ -	\$ -	\$ 3,835	\$ 3,835
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	\$ -	\$ -	\$ (55,366)	
Other Financing Sources/(Uses)				
Bond Proceeds	\$ -	\$ -	\$ 194,879	\$ 194,879
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 194,879	\$ 194,879
Net Change in Fund Balance	\$ -	\$ -	\$ 139,513	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ 139,513	

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 August 31, 2023

	Adopted Budget	Prorated Budget Thru 08/31/23	Actual Thru 08/31/23	Variance
Revenues				
Interest Income	\$ -	\$ -	\$ 2,060	\$ 2,060
Total Revenues	\$ -	\$ -	\$ 2,060	\$ 2,060
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	\$ -	\$ -	\$ (13,331)	
Other Financing Sources/(Uses)				
Transfer In/(Out)	\$ -	\$ -	\$ (1,114)	\$ (1,114)
Bond Proceeds	\$ -	\$ -	\$ 152,719	\$ 152,719
Total Other Financing Sources/(Uses)	\$ -	\$ -	\$ 151,605	\$ 151,605
Net Change in Fund Balance	\$ -	\$ -	\$ 138,274	
Fund Balance - Beginning	\$ -	\$ -	\$ -	
Fund Balance - Ending	\$ -	\$ -	\$ 138,274	

Tohoqua

Community Development District

Capital Project Funds

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending August 31, 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	\$ 325	\$ 3	\$ 0	\$ 29,412	\$ 2,486	\$ 32,226
Total Revenues	\$ 325	\$ 3	\$ 0	\$ 29,412	\$ 2,486	\$ 32,226
Expenditures:						
Capital Outlay	\$ -	\$ 225	\$ -	\$ 992,578	\$ 1,835,996	\$ 2,828,799
Capital Outlay - COI	\$ -	\$ -	\$ -	\$ 206,050	\$ 179,800	\$ 385,850
Total Expenditures	\$ -	\$ 225	\$ -	\$ 1,198,628	\$ 2,015,796	\$ 3,214,649
Excess (Deficiency) of Revenues over Expenditures	\$ 325	\$ (222)	\$ 0	\$ (1,169,216)	\$ (2,013,310)	\$ (3,182,422)
Other Financing Sources/(Uses)						
Transfer In/(Out)	\$ -	\$ -	\$ -	\$ -	\$ 1,114	\$ 1,114
Bond Proceeds	\$ -	\$ -	\$ -	\$ 1,925,121	\$ 2,026,961	\$ 3,952,082
Total Other Financing Sources (Uses)	\$ -	\$ -	\$ -	\$ 1,925,121	\$ 2,028,076	\$ 3,953,196
Net Change in Fund Balance	\$ 325	\$ (222)	\$ 0	\$ 755,905	\$ 14,766	\$ 770,774
Fund Balance - Beginning	\$ 12,657	\$ 474	\$ 9	\$ -	\$ -	\$ 13,140
Fund Balance - Ending	\$ 12,982	\$ 252	\$ 9	\$ 755,905	\$ 14,766	\$ 783,914

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	\$ 23	\$ -	\$ -	\$ 662,187
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	\$ 580	\$ 1,501	\$ -	\$ 17,758
Total Revenues	\$ 1,140	\$ 518,699	\$ 589,393	\$ 9,408	\$ 95,588	\$ 10,389	\$ 4,107	\$ 69,452	\$ 6,427	\$ 603	\$ 1,501	\$ -	\$ 1,306,705
Expenditures													
General & Administrative:													
Supervisor Fees	\$ 600	\$ -	\$ 600	\$ 600	\$ -	\$ -	\$ 600	\$ 600	\$ -	\$ -	\$ 400	\$ -	\$ 3,400
FICA Expense	\$ 46	\$ -	\$ 46	\$ 46	\$ -	\$ -	\$ 46	\$ 46	\$ -	\$ -	\$ 31	\$ -	\$ 260
Engineering	\$ 467	\$ 737	\$ 225	\$ 511	\$ 2,558	\$ 113	\$ 239	\$ 338	\$ 2,907	\$ 60	\$ -	\$ -	\$ 8,155
Attorney	\$ 2,037	\$ 2,542	\$ 1,988	\$ 2,226	\$ 1,008	\$ 3,045	\$ 2,583	\$ 3,528	\$ 5,291	\$ 3,394	\$ 364	\$ -	\$ 28,006
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	\$ 1,458	\$ 1,458	\$ -	\$ 14,375
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	\$ 3,333	\$ 3,333	\$ -	\$ 36,667
Information Technology	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ -	\$ 1,650
Website Maintenance	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ -	\$ 1,100
Telephone	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Postage	\$ 13	\$ 13	\$ 42	\$ 7	\$ 9	\$ 21	\$ 41	\$ 8	\$ 23	\$ 12	\$ 83	\$ -	\$ 273
Insurance	\$ 5,988	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,988
Printing & Binding	\$ 218	\$ 146	\$ 207	\$ 257	\$ 173	\$ 223	\$ 377	\$ 207	\$ 684	\$ 305	\$ 95	\$ -	\$ 2,892
Legal Advertising	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Current Charges	\$ 40	\$ 39	\$ 40	\$ 39	\$ 39	\$ 40	\$ 52	\$ 39	\$ 41	\$ 39	\$ 47	\$ -	\$ 455
Property Appraiser Fees	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 497	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 497
Office Supplies	\$ 0	\$ 1	\$ 1	\$ 0	\$ -	\$ 1	\$ 1	\$ 0	\$ 1	\$ 1	\$ 0	\$ -	\$ 6
Dues, Licenses & Subscriptions	\$ 175	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 175
Total General & Administrative:	\$ 28,890	\$ 8,311	\$ 7,982	\$ 8,520	\$ 8,621	\$ 11,843	\$ 12,320	\$ 13,808	\$ 15,589	\$ 8,853	\$ 6,061	\$ -	\$ 130,797
Operations & Maintenance													
Contract Services													
Field Management	\$ 1,803	\$ 1,803	\$ 1,803	\$ 1,803	\$ 1,803	\$ 1,803	\$ 1,803	\$ 1,803	\$ 1,803	\$ 1,803	\$ 1,803	\$ -	\$ 19,828
Amenities Management	\$ 10,417	\$ 10,417	\$ 10,417	\$ 10,417	\$ 10,417	\$ 10,417	\$ 10,417	\$ 10,417	\$ 10,417	\$ 10,417	\$ 10,417	\$ -	\$ 114,583
Landscape Maintenance	\$ 25,766	\$ 25,766	\$ 25,766	\$ 25,766	\$ 25,766	\$ 25,766	\$ 25,766	\$ 41,222	\$ 26,734	\$ 53,323	\$ 25,766	\$ -	\$ 327,408
Lake Maintenance	\$ 920	\$ 920	\$ 920	\$ 920	\$ 920	\$ 920	\$ 920	\$ 920	\$ 920	\$ 920	\$ 920	\$ -	\$ 10,120
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	\$ 1,735	\$ 1,735	\$ -	\$ 18,100
Pest Control	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ 65	\$ -	\$ 715
Janitorial Services	\$ 1,760	\$ 1,986	\$ 2,142	\$ 2,142	\$ 1,904	\$ 1,904	\$ 2,380	\$ 2,024	\$ 1,904	\$ 2,380	\$ -	\$ -	\$ 20,526
Subtotal Contract Services	\$ 42,815	\$ 43,091	\$ 42,847	\$ 42,847	\$ 51,009	\$ 42,609	\$ 41,350	\$ 59,785	\$ 43,577	\$ 70,642	\$ 40,705	\$ -	\$ 521,280

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	\$ -	\$ 2,267	\$ -	\$ -	\$ 43,150
Irrigation Repairs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,584	\$ 2,623	\$ -	\$ 550	\$ -	\$ 4,756
Stormwater Inspections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
General Repairs & Maintenance	\$ -	\$ -	\$ 27	\$ 7	\$ -	\$ 1,003	\$ -	\$ 191	\$ -	\$ 579	\$ -	\$ -	\$ 1,806
Road & Sidewalk Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Signage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Walls - Repair/Cleaning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fencing	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal Repairs & Maintenance	\$ -	\$ 10,040	\$ 27	\$ 7	\$ -	\$ 11,579	\$ 3,648	\$ 18,394	\$ 2,623	\$ 2,846	\$ 550	\$ -	\$ 49,713
Utilities													
Pool - Electric	\$ 5,487	\$ 2,788	\$ -	\$ 5,154	\$ -	\$ 2,584	\$ 2,533	\$ 2,759	\$ 2,835	\$ 2,769	\$ 5,147	\$ -	\$ 32,056
Pool - Water	\$ 875	\$ 706	\$ 1,030	\$ 861	\$ 975	\$ 1,053	\$ 1,309	\$ 1,370	\$ 1,460	\$ 1,076	\$ 948	\$ -	\$ 11,663
Electric	\$ 39	\$ 360	\$ -	\$ 44	\$ -	\$ 60	\$ 20	\$ 33	\$ 33	\$ 32	\$ 61	\$ -	\$ 681
Water & Sewer	\$ 2,246	\$ 1,347	\$ 8,055	\$ 4,012	\$ 13,321	\$ 3,751	\$ 11,101	\$ 9,814	\$ 9,203	\$ 10,807	\$ 15,873	\$ -	\$ 89,530
Streetlights	\$ 11,769	\$ 5,954	\$ -	\$ 11,802	\$ -	\$ 5,935	\$ 5,934	\$ 6,151	\$ 6,291	\$ 6,233	\$ 12,763	\$ -	\$ 72,832
Subtotal Utilities	\$ 20,417	\$ 11,155	\$ 9,085	\$ 21,874	\$ 14,296	\$ 13,384	\$ 20,896	\$ 20,127	\$ 19,822	\$ 20,916	\$ 34,791	\$ -	\$ 206,762
Amenities													
Property Insurance	\$ 25,365	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,365
Pool Attendants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 783	\$ 1,920	\$ 1,920	\$ 1,920	\$ -	\$ 1,920	\$ -	\$ 8,463
Facility Maintenance	\$ 4,417	\$ 4,417	\$ 4,417	\$ 4,417	\$ 4,417	\$ 4,417	\$ 4,417	\$ 4,417	\$ 4,417	\$ 4,417	\$ 4,417	\$ -	\$ 48,583
Pool Repairs & Maintenance	\$ 5,366	\$ 1,689	\$ 1,478	\$ 1,165	\$ -	\$ 4,285	\$ 1,471	\$ 4,991	\$ -	\$ 3,747	\$ 4,740	\$ -	\$ 28,932
Pool Permits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 325	\$ -	\$ -	\$ -	\$ -	\$ 325
Access Cards & Equipment Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,410	\$ 159	\$ -	\$ -	\$ -	\$ 6,569
Fire Alarm & Security Monitoring	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ -	\$ 35	\$ 35	\$ 35	\$ 35	\$ 35	\$ -	\$ 350
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	\$ 553	\$ 1,144	\$ -	\$ -	\$ 5,643
Office Supplies	\$ 216	\$ -	\$ 25	\$ -	\$ 23	\$ 19	\$ -	\$ 88	\$ -	\$ 19	\$ 163	\$ -	\$ 552
Operating Supplies	\$ 270	\$ -	\$ -	\$ 356	\$ 1,137	\$ 1,880	\$ 342	\$ -	\$ 588	\$ -	\$ 548	\$ -	\$ 5,122
Special Events	\$ 760	\$ 2,119	\$ 8,168	\$ 300	\$ 400	\$ 889	\$ -	\$ 1,177	\$ 605	\$ 589	\$ 932	\$ -	\$ 15,938
Termite Bond	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300	\$ -	\$ 600
Holiday Décor	\$ 5,100	\$ -	\$ -	\$ -	\$ 95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,195
Subtotal Amenities	\$ 41,867	\$ 9,243	\$ 14,399	\$ 8,737	\$ 6,977	\$ 12,515	\$ 8,185	\$ 20,672	\$ 8,676	\$ 9,951	\$ 13,054	\$ -	\$ 154,277
Other													
Contingency	\$ 21,350	\$ 7,798	\$ 176	\$ -	\$ -	\$ 16,200	\$ -	\$ 11,005	\$ 274	\$ 617	\$ -	\$ -	\$ 57,420
Subtotal Other	\$ 21,350	\$ 7,798	\$ 176	\$ -	\$ -	\$ 16,200	\$ -	\$ 11,005	\$ 274	\$ 617	\$ -	\$ -	\$ 57,420
Total Operations & Maintenance	\$ 126,449	\$ 81,327	\$ 66,534	\$ 73,465	\$ 72,282	\$ 96,288	\$ 74,080	\$ 129,983	\$ 74,972	\$ 104,973	\$ 89,101	\$ -	\$ 989,453
Total Expenditures	\$ 155,339	\$ 89,638	\$ 74,516	\$ 81,985	\$ 80,903	\$ 108,130	\$ 86,400	\$ 143,791	\$ 90,561	\$ 113,825	\$ 95,162	\$ -	\$ 1,120,250
Excess (Deficiency) of Revenues over Expenditures	\$ (154,199)	\$ 429,061	\$ 514,877	\$ (72,578)	\$ 14,686	\$ (97,741)	\$ (82,293)	\$ (74,339)	\$ (84,135)	\$ (113,222)	\$ (93,661)	\$ -	\$ 186,455
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	\$ (97,741)	\$ (82,293)	\$ (74,339)	\$ (84,135)	\$ (113,222)	\$ (93,661)	\$ -	\$ 186,455

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	\$75,988
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	60.40% 12.57% 13.24% 13.79% 100.00%				Total
							General Fund	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
07/12/23	ACH	\$0.00	\$0.00	\$0.00	\$23.32	\$23.32	\$23.32	\$0.00	\$0.00	\$0.00	\$23.32
TOTAL		\$ 1,162,905.77	\$ (44,514.27)	\$ (23,194.82)	\$ 1,190.61	\$ 1,096,387.29	\$ 662,186.55	\$ 137,861.14	\$ 145,193.15	\$ 151,146.46	\$ 1,096,387.30

100%	Net Percent Collected
0	Balance Remaining to Collect

DIRECT BILL ASSESSMENTS

Tohoqua Development Group, LLC 2023-01						Net Assessments	\$61,888.32	\$61,888.32
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund			
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						Net Assessments	\$259,211.40	\$259,211.40
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund			
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						Net Assessments	\$306,549.04	\$306,549.04
Date Received	Due Date	Check Number	Net Assessed	Amount Received	General Fund			
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

OCTOBER 1, 2023

September 2023:

RESIDENTS' CLUB

FACILITY REPORT:

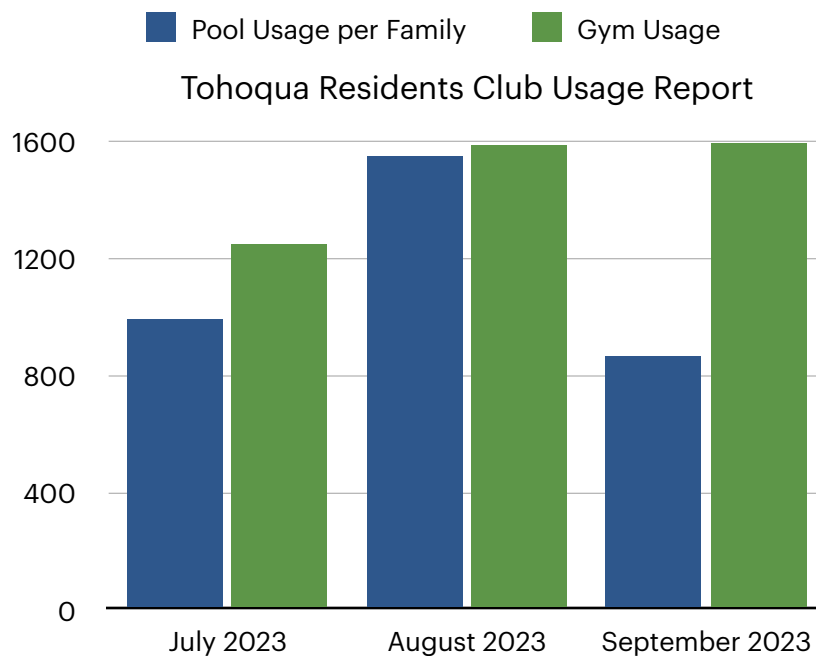
- The facilities are up and running smoothly.
- We continue to issue access cards and giving new homeowners the welcome package and orientation. *Closings as of August 31, 2023 = 897 homes*
- Maintenance is performed weekly.
- Access cards and cameras system in the gym building were repaired.
- WiFi in the gym building was repaired.
- Clubhouse Rentals in September: 1

● September Events Recap:

- * **Beer, Wine & Cheese Soiree:** 27 residents participated from the event.
- * **Food Truck Social:** Grandma's BBQ Food Truck sold 6 orders.
- * **National National Coffee Day:** 31 residents participated from the event.

● Events Scheduled for October 2023:

- National Frappe Day
- Food Truck Social/National Pasta Day
- Residents Business Expo



Events in September 2023

Beer, Wine & Cheese Soiree



National Coffee Day

