Tohoqua
Community Development District

Agenda

December 4, 2024

AGENDA

Tohoqua
Community Development District

219 East Livingston Street, Orlando, Florida 32801
Phone: 407-841-5524 – Fax: 407-839-1526

November 27, 2024

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, December 4, 2024 at 9:00 AM at the Tohoqua Amenity Center, 1830 Fulfillment Drive, Kissimmee, Florida 34744.** Following is the advance agenda for the meeting:

Board of Supervisors Meeting

1. Roll Call
2. Public Comment Period
3. Organizational Matters
    - A. Administration of Oath of Office to Supervisor Wrenn
    - B. Review of Resumes and Letters of Interest
    - C. Appointment of Individuals to Fill Seats 3 and 5
    - D. Administration of Oath of Office to Newly Appointed Supervisors
    - E. Election of Officers
    - F. Consideration of Resolution 2025-05 Electing Officers
4. Approval of Minutes of the November 6, 2024 Landowner and Board of Supervisors Meetings
5. Consideration of Resolution 2025-06 Approving the Conveyance of Phase 7-1B, 7-2A and 7-2B Utilities to TWA
6. Consideration of Resolution 2025-07 Approving the Phase 8A Lift Station Conveyance to TWA
7. Consideration of Data Sharing and Usage Agreement with Osceola County Property Appraiser
8. Presentation of Series 2022 Phase 3/6 Project Arbitrage Rebate Report
9. Presentation of Series 2023 Phase 4C Project Arbitrage Rebate Report
10. Staff Reports
    - A. Attorney
    - B. Engineer
    - C. Field Manager's Report
        - i. Consideration of Proposals to Remove Oak Tree Behind Amenity Center
            - a. BrightView Tree Care Services
            - b. Enviro Tree Service
            - c. United Land Services
    - D. District Manager's Report
        - i. Approval of Check Register
        - ii. Balance Sheet and Income Statement
        - iii. Amenity Manager's Report
11. Other Business
12. Supervisor Requests
13. Adjournment

SECTION III

SECTION B

ASIF J. QURESHI C.F.E

2011 Spring Shower Circle, Kissimmee, Fl 34744 • Asifq1987@gmail.com.com • (239) 297-4698

PROFILE

ADAPTABLE, PERSONABLE AND HARD-WORKING PROFESSIONAL WITH A BACKGROUND IN OPERATIONS MANAGEMENT, FRANCHISE SALES, AND CORP DEVELOPMENT. ABILITY TO WORK WITH A DIVERSIFIED WORK FORCE. KNOWLEDGEABLE IN AREAS OF FINANCIAL ANALYTICS, FRANCHISE POLICY, AND FRANCHISE CONSULTING.

SUMMARY OF QUALIFICATIONS

- **ENHANCE AND IMPROVE CURRENT BUSINESS CONVERSION PROGRAM PROCESS.**
- **CONDUCT INTERVIEWS AND QUALIFY CANDIDATES FOR FRANCHISING.**
- **PROVIDED WEEKLY PROFIT AND LOSS ANALYSIS FOR MANAGEMENT TO IMPROVE CONTROLS.**
- **MAINTAIN THE INTEGRITY OF THE BRAND.**
- **PROVIDED TOTAL CUSTOMER SATISFACTION AND OVER SAW ALL ASPECTS OF QUALITY ASSURANCE.**
- **STRUCTURE DEVELOPMENT DEALS FOR PORTFOLIO PARTNERS.**
- **PROVIDED EXCEPTION REPORTING FOR PRESIDENT, VICE PRESIDENT AND REGIONAL DIRECTORS.**
- **ANALYZE FRANCHISEE PROSPECTS FINANCIAL CREDENTIALS FOR APPROVAL.**

PROFESSIONAL EXPERIENCE

7-ELEVEN, INC.

SENIOR CORPORATE DEVELOPMENT MANAGER — MAY 2020 - PRESENT
Orlando, Florida

REGIONAL FRANCHISE SALES MANAGER — NOVEMBER 2012 – APRIL 2020
Orlando, Florida

FRANCHISE SALES REPRESENTATIVE — APRIL 2010 - OCTOBER 2012
Fort Myers, Florida

BUSINESS CONSULTANT — APRIL 2008 – APRIL 2010
Fort Myers, Florida

INTRIGUE JEWELERS

PRESIDENT — APRIL 2006 – JANUARY 2009
Fort Myers, Florida

DENNY'S

OPERATING PARTNER — FEBRUARY 2006 - NOVEMBER 2007
Venice, Florida

DENNY'S, INC.

FRANCHISE OPERATIONS MANAGER — JUNE 2002 – JANUARY 2006
Cape Coral, Florida

FIELD FINANCE MANAGER — OCTOBER 2000 – JUNE 2002
Spartanburg, South Carolina

AREA MANAGER — JUNE 1998 – OCTOBER 2000
Fort Lauderdale, Florida

AREA TRAINING MANAGER — NOVEMBER 1996 – JUNE 1998
Miami, Florida

GENERAL MANAGER — JANUARY 1991 – NOVEMBER 1996
Miami, Florida

RESTAURANT MANAGER — JULY 1990 – JANUARY 1991
Miami, Florida

DOMINO'S PIZZA, INC.

SEVERAL MANAGEMENT POSITIONS — NOVEMBER 1985 – JUNE 1990
Chicago, Illinois
Miami, Florida

AREAS OF EXPERTISE

FINANCE	COST CONTROL	BUDGET ANALYSIS
CORPORATE TRAINING	INVENTORY CONTROL	PORTFOLIO MANAGEMENT
QUALITY CONTROL	BUSINESS CONSULTING	CLIENT RELATIONS
MARKETING	EXCEPTION REPORTING	DEVELOPMENT
COMPANY OPERATIONS	FRANCHISE OPERATIONS	FRANCHISE SALES

CAREER ACCOMPLISHMENTS

- HOLDS RECORD FOR HIGHEST FRANCHISE FEE ATTAINMENT BY FSM FOR 7-11 ($40.5 M) IN 2018
- HOLDS RECORD OF HIGHEST NUMBER OF CHANGEOVERS IN A YEAR.
- EXCEEDED BUDGET SINCE 2015.
- RECRUITED AND APPROVED 35% OF FRANCHISEES IN THE SYSTEM CURRENTLY.
- FRANCHISE SALES MANAGER FOR THE YEAR IN 2013
- SPECIAL ACHIEVEMENT AWARD IN 2011
- ATTAINED SERVICE EXCELLENCE AWARD IN 2003.
- TOP PERFORMER IN EASTERN DIVISION IN 1999.
- MET AND EXCEED QUARTERLY BUDGETS OF SALES AND PROFITS.
- ATTAINED SILVER CHALLENGE AWARD IN 1989.
- LAUNCHED LOCAL STORE MARKETING FOR THE AREA IN PARTNERSHIP WITH K-MART CORPORATION.
- TURN AROUND PROFITS IN SEVEN STORES IN SIX MONTHS, REVERSING LOSSES.
- INCREASED SALES AND PROFITS BY 12% AND 14% RESPECTIVELY OVER EIGHTEEN MONTHS.
- GENERATED TRAFFIC IN THE RESTAURANTS THROUGH COMMUNITY INVOLVEMENT.

EDUCATION

INTERNATIONAL FRANCHISE ASSOCIATION — **PHOENIX, ARIZONA**
CERTIFIED FRANCHISE EXECUTIVE — February 2018

ASHFORD UNIVERSITY — **CLINTON, IOWA**
Master of Business Administration/Organizational Leadership — April 2014
Distinctions: Dean's List

NOVA SOUTHEASTERN UNIVERSITY — **DAVIE, FLORIDA**
Bachelor of Science, Business Administration — May 1994

> **On Aug 22, 2024, at 4:18 PM, Jerard Buback <jerrybuback@att.net> wrote:**
>
> **To George Flint**
>
> **Per our conversation on August 7th at the Tohoqua CDD meeting, I would like to submit my name for consideration for board member. My name is Heard Buback, I live at 1997 Spring Shower Circle in the Tohoqua Reserve. Please let me know what else I would need to do, or information you would need to continue the process.. Thank You very much**
>
> **Jerard Buback jerrybuback@att.net**

George S. Flint
Vice-President
Governmental Management Services -
Central Florida, LLC
219 East Livingston Street
Orlando, Florida 32801
Tel: (407) 841-5524
Cell: (407) 242-0501
Fax: (407) 839-1526
email: gflint@gmscfl.com

Terry L. Knight

OBJECTIVE

I have over 48 years of experience with multi-million-dollar construction projects beginning with the design phase through the construction and closeout phase. Extensive Site Work in Roadways, and Infrastructure. Skilled in Operations Management, and Production Management. Directed contractors in organization, scheduling, and implementation throughout projects.

UNIVERSAL ORLANDO EXPERIENCE

UNIVERSAL CREATIVE 2021 – Present

Universal Epic Universe-Sr. Project Superintendent for a land on the new EPIC Universe project. Duties Involve overseeing the General Contractor work for building construction, site Utilities, area development and land logistics for the project

UNIVERSAL CREATIVE 2011 – 2020 - Past

Universal Orlando South Campus – Assistant Project Director of Infrastructure overseeing design/construction of the utilities and roadways for the newly planned Universal's Epic Universe.

Universal's Aventura Hotel – Senior Project Manager oversight a new 750 keys hotel. Responsibilities included all public area construction, permitting, and daily coordination. Managed cost, maintained budget, and coordinated design changes to keep in budget. Served as a liaison with Contractor and City of Orlando for construction and permit closeout. Continued to work closely with operators engineering team.

Loews Sapphire Falls Resort – Senior Project Manager for a new 1,000 Guestroom Resort. Managed cost, maintained budget, coordinated design changes as well as closeout process with Contractor which included completing all punch list items and contract closeout. Continued to work closely with operators engineering team to assist with building maintenance and building familiarity after project completion.

Universal's Cabana Bay Beach Resort – Construction Manager for a new 34 Acre, 1,800 Guestroom Resort. Managed cost, maintained budget, coordinated design changes as well as closeout process with Contractor which included completing all punch list items and contract closeout. Continued to work closely with operators engineering team to assist with building maintenance and building familiarity after project completion.

Universal Studios Orlando Despicable Me Attraction – Construction Manager overseeing the installation of the new Minion attraction in Universal studios. Development also included major existing building renovation, coordination of ride

Universal City Development Partners 1994 – 2003

Universal Studios Escape – Royal Pacific Resort, Orlando, FL. One of the three Project Managers for Loews $30 million, 7 story 1000 rooms Hotel Structure and 85,000 square foot Meeting and Function Center for Polynesian style Resort Hotel. Development also included major civil infrastructure, hardscape and landscape development.

Universal Studios Escape - Loews Hotel's Administrative Building/Laundry Facility, Orlando, FL. Project Manager for the $20 million central support facility for Loews Hotels inclusive of executive office space and major laundry facility

Universal Studios Escape - Roadway and Parking Structure, Orlando, FL. Construction Manager for $60 million site grading, site infrastructure, utilities, roadways, and parking areas for 200 acres of development for theme parks, hotels and entertainment areas. This project included approximately 4 miles of divided roadway, 6 cast-in-place bridges, and more than 25 miles of utilities.

Certifications

FDEP Certified Storm Water Inspector

OHSA 10 Hour Certification

OHSA 30 Hour Certification

Trench Safety Certification

Terry L. Knight – Past Experience Project List

KMI INTERNATIONAL

Outokumpu Stainless Pipe, Inc. Wildwood, Fl. *Owner's representative and General Contractor for the installation of a new Heavy Wall Press Brake housed in a new 14,210 SF Metal Building. The installation of this press will make Outokumpu the leading North American producer of heavy wall, LOD pipe. The press has the ability to produce pipe / tube with an outside diameter range between 14" to 48" and will rest on a concrete foundation of over 2,000 cubic yards of concrete and 121 tons of reinforcement*

Assisted Universal Studios – Hollywood Rip Ride & Rockit Rollercoaster. *Assist Universal Creative in the project close-out on the $45 million dollar construction of a new rollercoaster at Universal Studios. Responsibilities included onsite support for analysis of change orders and field directives from the prime contractor, meeting with the prime contractor for negotiating settlement of change orders and directives and provided schedule and costs analysis support for Universal Creative.*

Bonnet Creek, Wyndham Vacation Ownership. Lake Buena Vista, Florida. *Owners Representative for a $1.9 million, 121 guest suite Interior Renovation Project that included a new FFE package, carpet, paint and granite countertop installation. Responsibilities included supervision of the General Contractor and Subcontractors, documenting daily activities on the Projects, Tracking the Project Schedule, reviewing the work for acceptance, coordination and communication with Resort Staff and Coordinating with the Design Team for FFE Delivery.*

Star Island, Wyndham Vacation Ownership, Kissimmee, Florida. *Owners Representative for a $700,000, 48 guest suite Interior Renovation Project that included a new FFE package, carpet, paint and granite countertops installation. Responsibilities included supervision of the General Contractor and Subcontractors, documenting daily activities on the Projects, Tracking the Project Schedule, reviewing the work for acceptance, coordination and communication with Resort Staff and Coordinating with the Design Team for FFE Delivery.*

Marriott Riverview Hotel, Charleston, South Carolina. Project Manager for the restoration in converting an existing 12 story, 400 room hotel into a Marriott Brand. Management of design and multiple contractors in renovating guest rooms, public spaces and addition of restaurant and meeting rooms, valued at $6 million.

Westin Port Royal Resort, Hilton Head, SC. Project Manager for the renovation of a Starwood Capital Group resort. Project includes pre-construction and construction including replacement of guestroom balcony handrail and reconstruction of kitchen floor, new construction of administration, accounting and engineering offices, and demolishment of existing office space and construction of the "Heavenly Day Spa".

Cypress Palms, Wyndham Vacation Ownership, Kissimmee, Florida. *Owners Representative for a $1.3 million, 84 guest suite Interior Renovation Project that included a new FFE package, carpet, paint and granite countertop installation. Responsibilities included supervision of the General Contractor and Subcontractors, documenting daily activities on the Projects, Tracking the Project Schedule, reviewing the work for acceptance, coordination and communication with Resort Staff and Coordinating with the Design Team for FFE Delivery.*

Ocean Waters, Daytona, Florida. *Field Estimating to provide an assessment to determine the extent of damage caused by a weather event for 18 hotels / resort properties located in Daytona Beach, FL. This Project included assessing the damage and providing an estimate to repair the damage.*

JBT Aero-Tech, Inc. Project Manager for the renovation of the Administration offices and Parking Lot renovation project. Project includes the complete demolition of existing office space and reconstruction to modernize the existing office areas. Parking lot project consisted of the addition of permeable pavers for expansion of the Administrative and employee parking.

Signature Flight Support/ASIG, Orlando, FL. Sr. Construction Manager for the oversight of development and construction for the Signature and ASIG Terminals Baltimore, Jacksonville, Indianapolis, Palwaukee and Boston.

INSITE CONSTRUCTION

1996 Olympics Downtown Enhancements, Atlanta, GA. Project Manager for Insite Construction Company for the downtown Atlanta Area Development enhancements for the 1996 Summer Olympics.

Walt Disney World - Blizzard Beach Water Park, Lake Buena Vista, FL. Project Manager for Insite Construction Company overseeing the mass grading, infrastructure and the area development of the Blizzard Beach Water Park at Walt Disney World.

TISHMAN CONSTRUCTION OF FLORIDA

MGM Studios, Walt Disney World, Lake Buena Vista, FL. General Superintendent for Tishman Construction involving field supervision for the MGM Studios North Utility Loop 1 & 2 infrastructure, MGM Studios North/South Perimeter Roadway, MGM Studios Cast and Guest Parking Lots, "Sunset Boulevard/Tower of Terror" infrastructure and area development and the site preparation infrastructure and Support building for the "Blizzard Beach Water Park."

K & L CONTRACTORS

Walt Disney World Dolphin & Swan Resort Hotels, Lake Buena Vista, FL. Project Manager overseeing site preparation, infrastructure and area development for the entire project.

BLAZE CONSTRUCTION

B.I.A. and Navajo Housing Authority Projects, Albuquerque, NM. Project Superintendent for Project Manager overseeing site preparation, infrastructure and area development. Blaze Construction Company with direct involvement with Indian officials on costs of projects, and design for housing developments.

YEARGIN WESTERN CONSTRUCTION (DIVISION OF PERINI CONSTRUCTION)

Mexico State Highway, Santa Fe, NM. Project Superintendent for Yeargin Western Construction Company overseeing an $8.5 million New Mexico State Highway project involving a renovation of an existing two-lane roadway to a four-lane highway between Santa Fe and Tesuque, New Mexico.

Highway 59, Fort Scott, Kansas and I-70 and 435 Kansas City, KS. General Foreman and Surveyor for J.A. Tobin Construction Company involved with earthwork, concrete work, drilling and blasting or rock cuts and installation. Responsible for excavation of 5.5 million cubic yards of dirt and rock for Highway 59 at Fort Scott, Kansas and removal of 7 million cubic yards of rock and earth on Interstate 70 and 435 converting to (4) four lane divided highways in Kansas.

HORACE E. CATES

Site Contractor Madisonville, Ky. General Laborer/Equipment Operator with company involving with earthwork, utility installation, concrete work, realignment of railway spurs, metal building construction and subdivisions.

PYRO COAL MINING CO.

Providence, Ky. Employed for underground coal mining operation in which duties included drilling and blasting the faces of coal to be conveyed above ground after completion

SECTION F

RESOLUTION 2025-05

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 _____

Treasurer _____

Assistant Treasurer _____

Assistant Treasurer _____

PASSED AND ADOPTED this 4th day of December 2024.

ATTEST:

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT

_____
Secretary/Assistant Secretary

_____
Chairperson, Board of Supervisors

MINUTES

MINUTES OF MEETING
TOHOQUA
COMMUNITY DEVELOPMENT DISTRICT

The landowners' meeting of the Board of Supervisors of the Tohoqua Community Development District was held on Wednesday, **November 6, 2024** at 9:00 a.m. at Tohoqua Amenity Center, 1830 Fulfillment Drive, Kissimmee, Florida.

Present were:

Andre Vidrine
Marcus Hooker
Rob Bonin
George Flint
Kristen Trucco

FIRST ORDER OF BUSINESS **Determination of Number of Voting Units Represented**

Mr. Flint: I was provided with a proxy by Lennar Homes, LLC., representing 41.03 acres and 354 votes. The proxyholder is Mr. Rob Bonin. I also have a proxy from Mr. Chris Wrenn, but since he is not present, we will not include those votes. Therefore, the number of voting units represented is 354.

SECOND ORDER OF BUSINESS **Call to Order**

Mr. Flint called the Landowners' Meeting to order at 9:02 a.m.

THIRD ORDER OF BUSINESS **Election of a Chairman for the Purpose of Conducting the Landowners' Meeting**

Mr. Flint: Mr. Bonin, for purposes of conducting the Landowners' Meeting, would you designate me as Chair?

Mr. Bonin: Yes.

Mr. Flint: Okay.

FOURTH ORDER OF BUSINESS **Nominations for the Position of Supervisor (1)**

Mr. Flint: There is only one Landowner seat, which is Seat 4, that is currently occupied by Mr. Chris Wrenn. The other two seats, with the terms expiring this month, are the seats that are transitioning to General Election. So, you're just dealing with the last landowner elected seat. This seat would have a four-year term. Mr. Bonin provided me with his ballot, nominating Mr. Chris Wrenn. Are there any other nominations at this time? Hearing none, we will close nominations.

FIFTH ORDER OF BUSINESS **Casting of Ballots**

Mr. Flint: Mr. Bonin cast 300 votes for Mr. Chris Wrenn. There were no other nominations or votes cast. That seat will serve a four-year term.

SIXTH ORDER OF BUSINESS **Tabulation of Ballots and Announcement of Results**

Mr. Flint: Mr. Wrenn received 300 votes and will serve a four-year term. Are there any questions from the proxyholder? Hearing none.

SEVENTH ORDER OF BUSINESS **Adjournment**

The meeting was adjourned at 9:04 a.m.

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, **November 6, 2024** at 9:00 a.m. at Tohoqua Amenity Center, 1830 Fulfillment Drive, Kissimmee, Florida.

Present and constituting a quorum:

Andre Vidrine	Chairman
Marcus Hooker	Vice Chairman
Rob Bonin	Assistant Secretary

Also present were:

George Flint	District Manager
Kristen Trucco	District Counsel
Alan Scheerer	Field Manager
Chris Horter	GMS
Vinnie	CALM

FIRST ORDER OF BUSINESS **Roll Call**

Mr. Flint called the meeting to order at 9:05 a.m. and called the roll. A quorum was present.

SECOND ORDER OF BUSINESS **Public Comment Period**

Mr. Flint: Next is public comment period. It just looks like we just have Board Members and staff.

THIRD ORDER OF BUSINESS **Organizational Matters**

A. Administration of Oath of Office to Newly Elected Supervisor

Mr. Flint: We will defer the administration of the oath of office to the next meeting since Chris is not present.

B. Acceptance of Resignation of Supervisor Rogozinski, Seat 5

Mr. Flint: Supervisor Rogozinski is in Seat 5, which is one of the seats that is going to be transitioning to the General Election. His resignation is in your agenda. We need a motion to accept it.

> On MOTION by Mr. Vidrine seconded by Mr. Bonin with all in favor Accepting the Resignation from Mr. Sean Rogozinski was approved.

Mr. Flint: At this point, you could appoint someone to that seat, but it would only be good until the next Board meeting, so, you may want to consider just keeping that seat vacant until the next meeting. I think the two seats that transition to General Election, since no one qualified to run for those seats, are included in a resolution that was on this agenda. If we have a general elector that expresses an interest in serving in those seats, the Board has an obligation to appoint them. If no general electors came forward, the incumbent in that seat would carry over for a period of time, until such time as a general elector did come forward. In this case, we probably have five resumes that we've received from residents. The general elector seats don't actually become officially vacant until November 19th, so you couldn't do anything as far as appointing anyone to those seats today. My thought would be at the December meeting, to send an email to the folks that expressed an interest, letting them know that this item is on the agenda and invite them to attend, and they could each make a brief statement. If you want to do that.

Mr. Bonin: You were saying that we don't have any qualified candidates, but you have five resumes.

Mr. Flint: Yeah, when the seats transition to General Election, they have to qualify through the Supervisor of Elections. There's a qualifying period in June. They have to go to the Supervisor of Elections and fill out the proper forms to qualify to run for the seat.

Mr. Bonin: Okay.

Mr. Flint: No one did that. So, what you're doing today, you have a resolution, declaring the seats vacant as of the second Tuesday after the election, per the Statutes. If you had no general electors that were interested in serving, the incumbent normally would just stay in that seat until you had someone come forward. But if you have general electors coming forward,

there's an obligation on the Board, to consider appointing them to those seats. Those two seats are your seat and Sean's seat, who just resigned.

Mr. Bonin: Do you vacate the seats before you've considered the candidates?

Mr. Flint: Yeah. What would happen, is you're still on the Board today, because the seats don't become vacant until November 19th. After the 19th, if there were no general electors, the Board would just consider a motion keeping you in that seat.

Mr. Bonin: I see what you're saying.

Mr. Flint: But since we received five resumes, those people are likely going to show up and the Board has an obligation to put general electors in those seats.

Mr. Bonin: Even if they haven't gone to the Supervisor of Elections?

Mr. Flint: Right.

Mr. Vidrine: Okay. So, what's that distinction, if they didn't go through the qualifying protocol in June? How are they eligible?

Mr. Flint: Because the seats themselves transition from a landowner elected seat to a general elected seat and even though no one showed up and qualified through the Supervisor of Elections, the Board still has an obligation to put general electors in those seats. There are two seats, Sean's seat and Rob's seat. So, that's the process. I mean, we have some Districts where they've transitioned and we never get residents at the meetings. No one expresses an interest, and those incumbents have been carried over for a period of time. In this case, we don't have that. We've got folks, I think five or six that sent resumes. So, you have an obligation to appoint a general elector to those seats, to the extent someone has come forward.

Ms. Trucco: They have to live within the boundary. They must be a qualified elector, over 18, a US citizen and registered to vote in that county within the District's boundary, basically a resident.

Mr. Bonin: So, does that mean we need another meeting?

Mr. Flint: No, we would just do it at the December meeting. You would still be a Board Member at the December meeting, we would have the presentations and then the Board would consider the candidates. If you're not comfortable, you could say that you want to take more time. I think the resolution has 90 days in it and that you're supposed to appoint someone within 90 days of the seat being declared vacant. So, if you took all the presentations in December and you weren't comfortable with any of the folks, you could probably put it off another meeting.

Mr. Bonin: When do we receive their resumes?

Mr. Flint: I was going to send it out in the agenda for next month.

Mr. Bonin: Alright. That sounds reasonable.

Mr. Vidrine: I have a question for you. If any other Board Members were going to exit at a certain time, how would that work relative to those two seats?

Mr. Flint: I think you might want to do that before you transition. I don't know if the plan is to give Pulte another seat or give Lennar one of your two seats. I don’t how you want to do that, but we could put that at the beginning of the agenda next month. You could do that first.

Mr. Vidrine: In an ideal world, you want the person who's falling off, to not to be clean.

Mr. Flint: Well, if you're going to appoint someone else, it's going to be one of your two seats or Chris's seat, who was just elected.

Mr. Vidrine: Because Lennar might still want to be on the Board. I’m not saying Rob wants to.

Mr. Bonin: I don't mind staying on, but the idea is, if we don't need to be on the Board and there are electors that are eligible, then we would move to elect those residents.

Mr. Flint: Yeah.

Mr. Bonin: So, I'll check with Mark and see what he wants to do. I don't have a strong opinion one way or the other.

Mr. Flint: One of you would have to resign.

Ms. Trucco: Sometimes it's relevant, if you are bringing something to the Board to be conveyed to the CDD for approval. Sometimes developers think about that.

Mr. Vidrine: We're not a landowner.

Mr. Flint: Pulte is.

Mr. Vidrine: You would think that they would be interested.

Mr. Flint: Theoretically.

Mr. Bonin: Okay.

Mr. Flint: So, between now and the next meeting, you can think about that. If there's a desire, Rob, for you to get off of the Board and free up a seat for Pulte or Lennar or somebody else, we could put that at the beginning of the agenda, before we do the rest of it.

Mr. Bonin: Okay.

Mr. Flint: Alright. That saves the discussion on the resolution later. So, I think the Board's desire, is to defer action on Seat 5, in light of the fact that it's going to transition to General Election. So, you'll just keep that vacant for the time being.

C. Consideration of Resolution 2025-01 Canvassing and Certifying the Results of the Landowners' Election

Mr. Flint: Next is Resolution 2025-01. The Board sits as the Canvassing Board for purposes of certifying the results of the landowner election, that just occurred prior to this meeting. We'll insert Mr. Chris Wren's name in Seat 4 with 300 votes and a four-year term, into that resolution. Are there any questions on the resolution? If not, we need a motion to approve it.

> On MOTION by Mr. Vidrine seconded by Mr. Bonin with all in favor Resolution 2025-01 Canvassing and Certifying the Results of the Landowners' Election was adopted.

D. Election of Officers

E. Consideration of Resolution 2025-02 Electing Officers

Mr. Flint: Each time you have an election, you're required to elect officers. Currently, Andre is Chair, Mark is Vice Chair, the other two Board Members are Assistant Secretaries. I'm Secretary and Ms. Jill Burns is Treasurer. We have a resolution electing officers in your agenda. You could choose to keep the officers the same or you could change it. You can do this at any time as well. So, if you do something today and then after the meeting in December, you want to consider changing it, we could have a resolution electing officers again, on that agenda. So, it's up to you on how you want to handle that. We could take each seat individually or if a Board Member wants to make a motion to elect a slate of officers, we can do that too.

Mr. Vidrine: We could probably keep it as it is right now.

Mr. Flint: Okay.

Mr. Vidrine: I would like to do that later date.

Mr. Flint: Then after the dust settles next month, maybe you can change it. Okay, so we need a motion to approve Resolution 2025-02, keeping the same officers, with the exception of Mr. Sean Rogozinski, as that seat is vacant.

> On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor retaining the same officers as evidenced by adopting Resolution 2025-02 was approved.

FOURTH ORDER OF BUSINESS **Approval of Minutes of the August 7, 2024, Board of Supervisors Meeting**

Mr. Flint: Next is the approval of the August 7th minutes. Were there any comments or corrections to the minutes? If not, we need a motion to approve them.

> On MOTION by Mr. Bonin seconded by Mr. Hooker with all in favor the Minutes of the August 7, 2024 Board of Supervisors Meeting were approved as presented.

FIFTH ORDER OF BUSINESS **Consideration of Resolution 2025-23 Declaring Seats 3 and 5 Vacant**

Mr. Flint: The next resolution is declaring Seats 3 and 5 vacant, which are transitioning to General Election. In light of the fact that no one qualified for those seats during the qualifying period, this resolution declares the seats vacant, as of the second Tuesday after the General Election, which is November 19th. So, we'll have items on your next agenda to deal with this issue, but you have to declare them vacant first and then we'll deal with it at the December meeting.

> On MOTION by Mr. Bonin seconded by Mr. Hooker with all in favor Resolution 2025-03 Declaring Seats 3 and 5 Vacant was adopted.

SIXTH ORDER OF BUSINESS **Consideration of Resolution 2025-04 Conveyance of Utilities Located in Phase 7-1A to TWA**

Mr. Flint: Item 6 is Resolution 2025-04, Conveying Utilities in Phase 7-1A to Tohopekaliga Water Authority (TWA). Kristen?

Ms. Trucco: Okay. This resolution involves certain utilities that are detailed in the Bills of Sale that are attached to the resolution, including the potable water distribution system, sanitary sewer system and reclaimed water distribution system in Phase 7-1A. So, this is a sub phase of 7. There are two others: Phases 7-2 and 7-3. So. we'll be seeing conveyance documents

as well, for those two other phases of utilities that are going to be conveyed to TWA. But for right now, this is a resolution that is going to ratify the conveyance of those utilities from Lennar to the CDD and then from the CDD to TWA. How we did that, was through the Bills of Sale, that are attached to the resolution. Those have already been signed and sent off. So again, today we're looking for ratification from this Board. Those conveyance documents are attached and then you'll see an Owner's Affidavit and an Agreement Regarding Taxes, which is attached as well. So, we asked the developer to sign those two documents, basically, to assure that there were no outstanding taxes or incumbents on the utilities or the underlying property, that would hinder the ability of the District and now TWA, to own and maintain those. Then we also have a Certificate of District Engineer, that's attached to the resolution. This is a requirement in the bond documents for the CDD, which basically requires the CDD's engineer to review the conveyance and sign off, certifying that, that conveyance is consistent with the development plans for the CDD and the utilities have been constructed in accordance with all of the required permits, plans, regulations, laws, etc. We received the District Engineer's sign-off and we've also had sign off from the Chairman and District staff on this conveyance. So, again today, we're looking for a motion to approve Resolution 2025-04, which will ratify this conveyance of the Phase 7-1A utilities from Lennar to the CDD and from the CDD to TWA.

> On MOTION by Mr. Bonin seconded by Mr. Hooker with all in favor Resolution 2025-04 Conveyance of Utilities Located in Phase 7-1A to TWA was adopted.

SEVENTH ORDER OF BUSINESS Discussion of Mailbox Relocation

Mr. Flint: Item 7 is the discussion of mailbox relocation. This is related to the mailboxes that are right out here. There's an issue with the drainage in that location and a sidewalk that has to be extended. Lennar asked to be able to relocate them over to the parking lot area in the open space area, between the Amenity Center and the townhomes. I've spoken with the Chair, Lennar and staff and we're okay with the relocation. The sidewalk also needs to be extended to tie into the new phase, from Phase 1 and as part of that relocation, I believe Lennar is extending that sidewalk.

Mr. Bonin: Is that going to involve relocating or moving the fence that's in the way?

Mr. Flint: I think it just needs to be made smaller.

Mr. Bonin: Yeah. It needs to be pulled back. Is there an actual drawing or a spot of the new pad, of where the mailboxes are going to be?

Mr. Flint: Yeah. Your staff sent us a drawing of where they're going to be located in the layout.

Mr. Bonin: Somebody showed me, pointed to a map, but I never saw the drawing. Are you saying Carly had that?

Mr. Flint: Yeah. I don't know if it made it in the agenda.

Mr. Scheerer: It’s in the agenda.

Mr. Bonin: I think that's what I saw.

Mr. Flint: Yeah, it's actually in the agenda. I forgot that I put it in there.

Mr. Bonin: There needs to be some drainage work in there.

Mr. Flint: It originally was going to be a little farther this way and they've shifted it over, so that they can fit all the boxes in there and not impact those trees.

Mr. Vidrine: Is the intention for it to be linear, like where all the boxes are kind of all facing the parking lot or is it going to be in a square?

Mr. Flint: Let me see. I think it's going to be linear, because we don't want to impact, the open space area. It's going to be wider.

Mr. Scheerer: It's going to be close enough to the handicap ramp, too. So, if anybody needs wheelchair or ADA access, there's a space there for them.

Ms. Trucco: What page is it on?

Mr. Bonin: The drawing is on 106. This is the old picture.

Mr. Flint: I think there's a more recent version, that actually has the layout.

Mr. Vidrine: Who has that document?

Mr. Flint: It came from Carly. I can forward it to you, if you need me to.

Mr. Vidrine: I was asking for it, in order to know the current build condition. Are there going to be future mailboxes for Phase 7 in a different location?

Mr. Bonin: Good question. I can’t answer it.

Mr. Vidrine: I can see where these fit. If there was a plan to do more, that would be another consideration. Part of this, I think it's important to note for the record, this is oftentimes dictated by the postal service. We can put it where we want it, but they decide where to put them.

Mr. Bonin: I'm speculating that Carly worked with the Postal Service and this was their recommendation on where they wanted to put it. That's the way I understood it.

Ms. Trucco: You can always approve this concept today, subject to staff sign off. As part of that, we would check with Lennar, to see if they received it. I think, from a legal perspective, I would probably recommend a License Agreement to move this.

Mr. Flint: I don't think we need a License Agreement, because they're going to be on our property. All of the others are on our property.

Ms. Trucco: Are they going to be restoring that property where the mailboxes are?

Mr. Flint: Yeah. They will be extending the sidewalk.

Ms. Trucco: Okay.

Mr. Flint: The other thing, I think as part of the approval, we would like a hedge on the back side of those mailboxes to shield it.

Mr. Vidrine: I think it's appropriate to put a hedge around that.

Mr. Bonin: In the new spot.

Mr. Scheerer: Yeah.

Mr. Bonin: So, they would do a linear thing, pad and a hedge behind it.

Mr. Vidrine: A hedge would be fine.

Mr. Flint: We've got the grasses. Maybe the grasses work.

Mr. Vidrine: I just want to have everything on a drawing and send it out to everybody, because this is what we're doing before.

Mr. Flint: The other thing is, on the sidewalk, just making sure the drainage is right over there.

Mr. Vidrine: Yeah.

Mr. Flint: Alright. So, we need a motion to authorize the relocation of those mailboxes, in substantial form, with sign off from the Chair and staff, with the requirement that the sidewalk be extended and the back of the mailboxes be landscaped.

On MOTION by Mr. Bonin seconded by Mr. Vidrine with all in favor authorizing the relocation of mailboxes to the parking lot area in the open space area, between the Amenity Center and the townhomes, in substantial form, with sign-off from the Chair and staff, with the requirement that the sidewalk be extended and the back of the mailboxes be landscaped was approved.

EIGHTH ORDER OF BUSINESS **Ratification of Fiscal Year 2024 Audit Engagement Letter**

Mr. Flint: Next is the audit engagement letter. The District is required to have an annual independent audit, as a government entity. You selected Grau & Associates as your independent auditor and entered into an engagement agreement with them annually. The Board is ratifying this. It is for Fiscal Year 2024, which ended on September 30th. The fee is a not-to-exceed of $11,300. That's a little bit higher than some of the others, but that is because they are so many bond issues in Tohoqua, which drives the price up. Are there any questions on the engagement letter? If not, is there a motion to ratify?

> On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Engagement Letter for Fiscal Year 2024 Auditing Services with Grau & Associates in a not-to-exceed of $11,300 was approved.

NINTH ORDER OF BUSINESS **Staff Reports**

A. Attorney

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

Ms. Trucco: I don't have any other updates today. Thank you.

B. Engineer

Mr. Flint: Engineer's Report. I understand that Mr. Eric Warrant left Poulos & Bennett, but they are technically the District Engineer and not Eric Warren. So, we're waiting for feedback from them as far as who they're going to appoint as Eric's replacement. I know they have an engineer that's familiar with the project on an interim basis. I believe that Eric Radebaugh may be involved.

Mr. Bonin: So, one thing that we're kind of dealing with still, is on the closeout of 7-1A. I'm sure you guys will remember this. The current gravity flow goes to the east right now, across the Boulevard. But eventually, when the lift station to the south is online, that flow then changes and goes south.

Mr. Vidrine: Okay.

Mr. Bonin: So, we're at a little crossroads with Toho right now, for a more permanent solution, other than just a plug. Poulos & Bennett is supposed to be working on a solution that's, anything short of digging up that manhole and replacing the entire bottom. Because right now, there is just a plug. There's an invert going to the east and an invert going to south and there's just a plug in the south. So, they're saying, when we go to the south, they don't want this plug to the east to plug that off. They want a more permanent solution. So, they're kind of like saying, *"Hey, Poulos & Bennett, come up with something that works"* and we're like, *"Okay, but it better not be anything more extensive than, you know, maybe going in there and mudding up or routing that unused line, before you get to the first services, going to the east."* So, I want you to know that there is a manhole in the middle of the road.

Mr. Vidrine: Apparently, they would have to come up and tear up the existing road.

Mr. Bonin: Yeah, we're not doing that, but, you know, they didn't think that was an option.

Mr. Vidrine: Could you do an extension outside of the right-of-way, put a manhole there that could serve as the primary?

Mr. Bonin: We would prefer whatever is the least cost and least invasive thing to do. Of course, they will think of the most grandiose way to do this and we're like, *"Okay, no."* So, Eric was the one spearheading it and he's not there. I just wanted you to know. Cory signed off and given us our Certificate of Occupancies for 7-1A, but he wants a written solution for when that day comes.

Mr. Flint: We're probably going to need to recognize that in the conveyance, because there's some continuing obligation on the part of someone to plug it.

Mr. Vidrine: It's going to be a while down the road, before I think that southern lift station is online. I didn't know how far along they were.

Mr. Bonin: So, Toho just wants to know what the plan is, so when that day comes, this is already agreed to.

Mr. Vidrine: I think George was saying, correct me if I'm wrong, but you're only certifying part of your system right now.

Mr. Bonin: Yeah, 7-1A.

Mr. Vidrine: So, Lennar would still be involved with wanting to see this approved, because there are future phases that would be involved.

Mr. Flint: Alright.

Mr. Bonin: I just wanted to bring that up. Thank you.

Mr. Flint: Is there anything else on the Engineer's Report? Even though the engineer is not here, we had a pretty lengthy engineer discussion.

C. Field Manager's Report

Mr. Flint: Field Manager's Report.

Mr. Scheerer: Yeah, before I turn this over to Chris, I just want to give the Board an update on our beautiful tree in the back. We have to take it down. It's becoming more evident. We've had a couple different people come out and take a look at it and they recommended the tree be removed. So, we obtained a couple of prices; one from United Land and one from Brightview, from a gentleman named Mr. Mike Provencher. They are recommending that the tree come down and we have a meeting tomorrow with Ms. Dana Mickler, a qualified arborist at Enviro Tree at 1:00 p.m., to give us an opinion on the tree. Right now, they are recommending that we remove the tree, because its consistently starting to decline. So, we'll be bringing some items back for you at next month's meeting for discussion, but if you want to get out and take a look at it or if you have any other questions or concerns, we'll do that. They also identified another Laurel Oak, that has some Ganoderma in it, which is a disease that causes the tree to die internally. You don't really see it until it's too late. So, we're looking at that tree right now. It's not a priority item. This is more of a priority item. But we'll be bringing that back to you next month and if you have any questions between now and the December meeting, let me know. We can ask the arborists for their opinions, but that's pretty much the opinion. As you recall, earlier in the year, over the Summer, we had an arborist from the Florida Extension Office come out. They said it was going to slowly be declining and it's working that way. We don't want it to create a safety problem on the pool deck. I believe staff already removed all of the pool furniture from that location and because that's actually the zero-entry side of the pool, it gets a lot of use with young kids. I'm not happy. I'm very sad, because it's a gorgeous tree. But we'll continue to monitor that and bring you back some proposals.

Mr. Vidrine: How can you bring back with the proposal, if you're going to replace anything in its spot?

Mr. Scheerer: Well, right now the plan is to flush cut it as low as we can.

Mr. Vidrine: Are you going to stump grind it as well?

Mr. Scheerer: We don't have a plan to stump grind it right now, but we can bring a proposal back; however, it's a massive stump.

Mr. Flint: Have them include a price.

Mr. Scheerer: Yes sir, we'll do that. We have a price from one with both non-stump grinding and another with stump grinding. So, we'll reach out to Mr. Mike Provencher and when we talk to Ms. Dana Mickler tomorrow, we'll make sure that's added on there.

Mr. Flint: There is no way to replace a tree like that. It's 150 years old.

Mr. Bonin: That’s what I was thinking. There is Palm cluster right there.

Mr. Scheerer: We can do something.

Mr. Bonin: Looking past it, it looks pretty nice behind it. You might not need to do anything. Just food for thought.

Mr. Flint: We just did a 10-inch Live Oak in Ocala and I think that the cost was $10,000.

Mr. Bonin: Yeah, it’s crazy. Palm trees are expensive.

Mr. Scheerer: Yeah, so the early numbers, just so you know, United Land has about a $15,000 price tag, whereas Brightview, for just removing a flush cut as low as possible, quoted $8,800. I assume that Enviro Tree…

Mr. Flint: Will be in between.

Mr. Scheerer: They will probably be in there somewhere, but I know that Mike used to work for Enviro Tree and they're a reputable tree company and I trust his judgment. But we'll bring back a couple of bids for you to talk about.

Mr. Flint: I can tell as far as safety goes, they're top notch.

Mr. Scheerer: Chris has a report on Hurricane Milton and all of the trees that we've set back up.

Mr. Horter: So yeah, we had Hurricanes Milton and Helene, which affected about 150 Live Oaks in the neighborhood. We're still monitoring some of the ones on Tohoqua Boulevard as well, in case they need to be replaced. But were trying to see if we can revive them. We also have Palms that will be scheduled for trimming in the coming week or so, as well as discussing Winter projects including pool service and pressure washing, which will be scheduled soon, as well.

Mr. Bonin: Can you also look into Tohoqua Boulevard itself? There seems to be some silt that's generated in the roadway and I see some grass coming out of it.

Mr. Scheerer: Sure.

Mr. Bonin: If all the construction is done in that area, we might go and get that road looking as good as we can.

Mr. Scheerer: Yeah, but there are still a lot of trucks trying to traverse Tohoqua Boulevard from Cross Prairie Parkway towards Phase 6. We're getting a lot of that surface damage, but we'll clean it up, as long as that construction continues.

Mr. Bonin: I don’t want to put good money after bad, so I understand that too.

Mr. Scheerer: The cleanup of the road is not a big deal. Some of the damage that Chris was talking about, is wind damage on some of these trees. We stood the trees up and didn't see a decline, but now all of a sudden, we have some wind damage from all the high winds that we received, but we'll continue to monitor those and do what we need to do with those trees.

Mr. Flint: Okay.

Mr. Bonin: Did the facilities hold up well?

Mr. Scheerer: Yeah. I was probably here, shortly after the storm passed that morning, after everything was safe where I was at. I came out and walked the entire property and things looked well. Staff had the building locked down, so no cards would work here. We had no damage to our building that I'm aware of.

Mr. Bonin: We can now see through our windows, since we've gotten rid of the fogging issues there. So that's nice.

Mr. Scheerer: It took a while, but that was corrected. Yes, sir.

Mr. Flint: Okay.

D. District Manager’s Report

i. Approval of Check Register

Mr. Flint: So, we'll move to the District Manager's report. We have approval of the Check Register from July 28 through October 24, 2024, for $299,123.18. The detailed register is behind the summary. If there are any questions, we can discuss those, but if not, we need a motion to approve it.

On MOTION by Mr. Vidrine seconded by Mr. Hooker with all in favor the Check Register from July 28, 2024 through October 24, 2024 in the amount of $299,123.18 was approved.

ii. Balance Sheet and Income Statement

Mr. Flint: You also have the Unaudited Financials through September 30, 2024. No action is required, but if the Board has any questions, we can discuss those. Our actuals are under our prorated on all of our expenses and for our assessment revenue, we are 100% collected. It doesn't appear we were required to use any of the developer contributions.

Mr. Vidrine: Great.

iii. Amenity Manager's Report

Mr. Flint: We have the Amenity Manager's Report.

Mr. Vinny: Hi, my name is Vinnie. Today I'm going to present the Amenity Manager's Report for the months of August, September and October. We installed a free little library at the Clubhouse. You're going to see it as soon as you walk up to it. It is outside. We improved the Wi-Fi signal, for residents that use the gym and the pool. We celebrated different activities like Back-to-School Family Foam Fest. That was a great activity for families and parents. It was amazing. We really had a wonderful time with the residents. On the last Wednesday of every month, there is a homeowner appreciation event. We held a community garage sale in September. There was a beer, wine and cheese event, which was a great event that residents loved. They requested that we do one more often and of course we're going to do it. On a September morning, we had a Coffee and Donuts Day. That was another opportunity where residents gather and get to know each other. That was a great opportunity. They love it as well. There was a Tohoqua Business Expo, which had 15 resident vendors, exhibiting their services. It was really good and there was a lot of participation. I was very pleased to have them here. Pictures of the event were included in your agenda package. If you have any questions, let me know.

Mr. Flint: Are there any questions for Vinny?

Mr. Vidrine: That's great.

Mr. Flint: Alright. Thanks for your report.

TENTH ORDER OF BUSINESS **Other Business**

Mr. Flint: Is there any other business? Hearing no comments, the next item followed.

ELEVENTH ORDER OF BUSINESS **Supervisors Requests**

Mr. Flint: Any there any Supervisors Requests? If not, is there a motion to adjourn?

TWELFTH 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 V

RESOLUTION 2025-06

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE TOHOQUA COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF THE RECLAIMED WATER DISTRIBUTION SYSTEM, THE SANITARY SEWER SYSTEM AND THE POTABLE WATER DISTRIBUTION SYSTEM LOCATED IN A PORTION PHASE 7, SOMETIMES REFERRED TO AS PHASE 7-1B, PHASE 7-2A AND PHASE 7-2B, FROM LENNAR HOMES, LLC TO THE DISTRICT AND FROM THE DISTRICT TO TOHOPEKALIGA WATER AUTHORITY; AUTHORIZING DISTRICT STAFF AND CHAIRMAN TO REVIEW, EXECUTE AND ACCEPT ALL DOCUMENTS TO EFFECTUATE SUCH CONVEYANCE; PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

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

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

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

WHEREAS, Lennar Homes, LLC, a Florida limited liability company (hereinafter "Lennar"), has requested the transfer and acceptance of infrastructure improvements, including the reclaimed water distribution system, the sanitary sewer system and the potable water distribution system located in a portion of Phase 7, sometimes referred to as Phase 7-1B, Phase 7-2A and Phase 7-2B, described and depicted in the legal description and sketch attached hereto as **Exhibit "A"** (collectively, the "Improvements"), from Lennar to the District and from the District to Tohopekaliga Water Authority ("TWA"), as more particularly described in the Bill of Sale Absolute and Agreement to the District, the Bill of Sale Absolute and Agreement to TWA, the Agreement Regarding Taxes, the Owner's Affidavit and the Certificate of District Engineer, collectively attached hereto as **Exhibit "B"** (the "Conveyance Documents"); and

WHEREAS, the District Counsel and the District Manager have reviewed the aforementioned conveyances, and the District Engineer has also reviewed the conveyances and

has provided a Certificate of District Engineer for the conveyances, attached hereto as part of Exhibit "B," to evidence compliance with the requirements of the District for approving the conveyances.

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

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

2. Approval of Acquisition and Transfer of the Improvements to TWA. The Board hereby approves the transfer and acceptance of the Improvements from Lennar to the District and from the District to TWA, as described in the Conveyance Documents, and hereby approves and accepts the Conveyance Documents.

3. Authorization of District Staff. The Chairman, the Vice Chairman, the Secretary, any Assistant Secretary and the District Manager of the District, and any authorized designee thereof (collectively, the "District Officers"), District Counsel, and the District Engineer are hereby authorized and directed to take all actions necessary or desirable in connection with the conveyance of the Improvements from Lennar to the District and from the District to TWA, as described in the Conveyance Documents, and all transactions in connection therewith. The District Officers are hereby authorized and directed to execute all necessary or desirable certificates, documents, papers, and agreements necessary to the undertaking and fulfillment of all transactions contemplated by this Resolution.

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

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

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

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the District, this 4th day of December, 2024.

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT

Attest:

_____	By: _____
Print: _____	Name: _____
Secretary/Asst. Secretary	Title: _____

<u>EXHIBIT "A"</u>

DESCRIPTION OF THE LOCATION OF THE IMPROVEMENTS

[See attached.]

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

All of Lots 65 through 80, 88 through 123, 125 through 129, 148 through 188, Tracts P–1 and OS–2, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida, also being described as follows:

Begin at the Northwest corner of Lot 188, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, pages 139 through 146 of the Public Records of Osceola County, Florida, said point being a Point of Curvature of a curve, Concave to the Northeast, having a Radius of 7,347.00 feet and a Central Angle of 02°33'49"; thence Southeasterly along the arc, a distance of 328.72 feet (Chord Bearing = S65°51'57"E, Chord = 328.69 feet) to a Point of Non Tangency; thence S20°06'18"W, a distance of 137.60 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 500.00 feet and a Central Angle of 07°57'14"; thence run Southwesterly along the Arc of said curve, a distance of 69.41 feet (Chord Bearing = S24°04'56"W, Chord = 69.36 feet) to a Point of Tangency; thence S28°03'33"W, a distance of 746.65 feet to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 05°09'49"; thence run Southeasterly along the arc of said curve, a distance of 112.93 feet (Chord Bearing = S59°31'02"E, Chord = 112.89 feet) to a Point of Non Tangency; thence S27°54'03"W, a distance of 120.00 feet; thence S11°31'19"W, a distance of 56.19 feet; thence S27°15'53"W, a distance of 115.00 feet; thence S37°32'47"W, a distance of 20.32 feet to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,562.00 feet and a Central Angle of 04°11'10"; thence run Southeasterly along the arc of said curve, a distance of 114.12 feet (Chord Bearing = S64°41'43"E, Chord = 114.10 feet) to a Point of Tangency; thence S66°47'18"E, a distance of 110.29 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 88°40'30"; thence run Southerly along the Arc of said curve, a distance of 38.69 feet (Chord Bearing = S22°27'03"E, Chord = 34.94 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 9,176.75 feet and a Central Angle of 00°33'57"; thence Southerly along the arc, a distance of 90.61 feet, (Chord Bearing = S21°36'14"W, Chord = 90.61 feet) to a Point of Non Tangency; thence N66°47'18"W, a distance of 137.83 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 1,677.00 feet and a Central Angle of 12°21'03"; thence run Northwesterly along the Arc of said curve, a distance of 361.50 feet

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

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

REQUESTED BY: LENNAR

S–L 7–1B

DATE OF SKETCH 10/21/2024	REVISIONS
SCALE 1" = 100'	
F.B. PAGE	
SECTIONS 05 & 06	
TWP. 26 S., RNG. 30 E.	
JOB NO. 21–439	SHEET 1 OF 6

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847–2179 Fax (407) 847–6140

10/23/2024

RICHARD D. BROWN, P.S.M #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

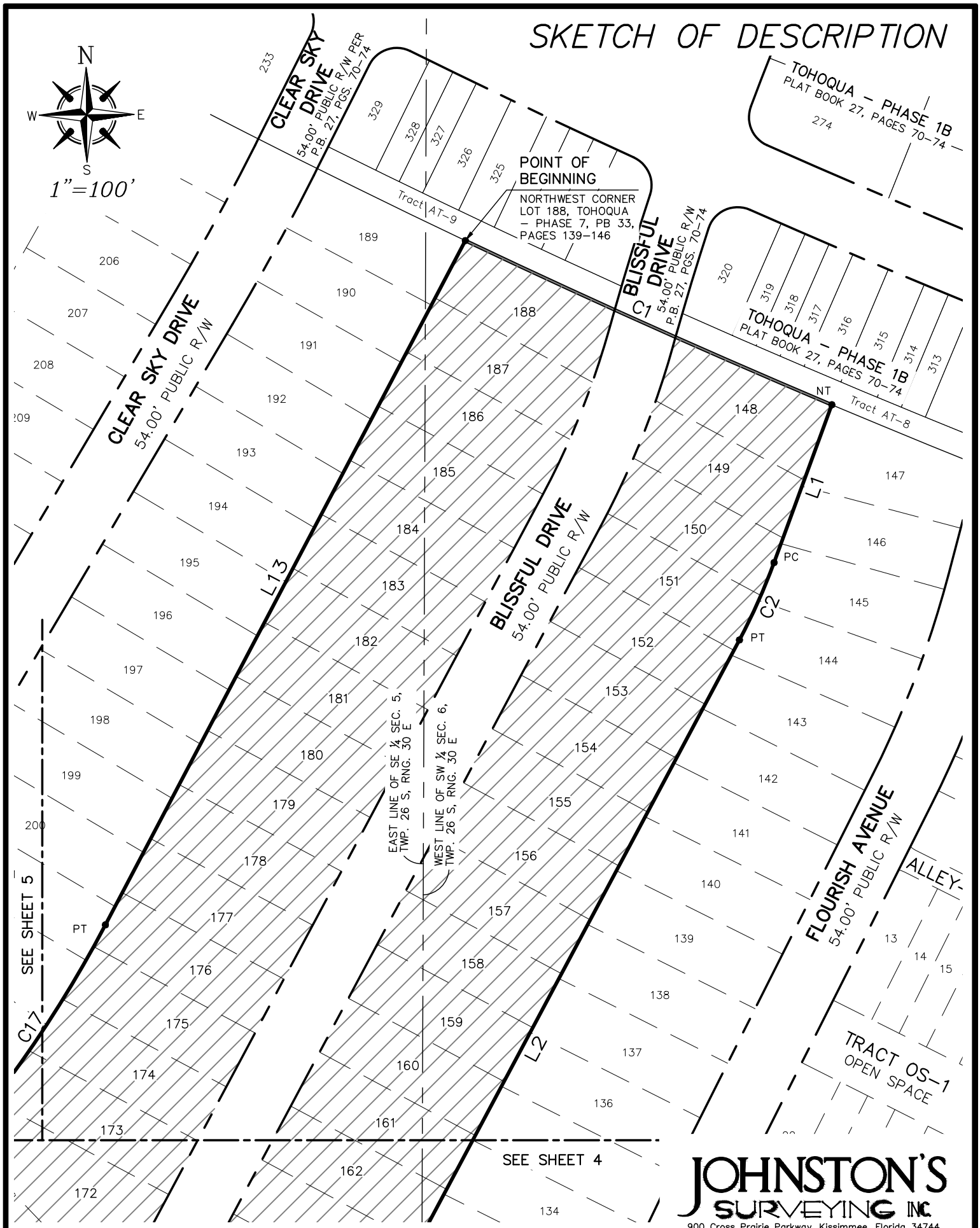
(Chord Bearing = N60°36'46"W, Chord = 360.80 feet) to a Point of Non Tangency; thence S39°39'57"W, a distance of 93.94 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 4,679.77 feet and a Central Angle of 04°04'56"; thence run Northwesterly along the arc of said curve, a distance of 333.43 feet (Chord Bearing = N46°32'07"W, Chord = 333.36 feet) to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 4,533.54 feet and a Central Angle of 03°26'25"; thence run Northwesterly along the arc of said curve, a distance of 272.21 feet (Chord Bearing = N50°16'48"W, Chord = 272.17 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 4,953.13 feet and a Central Angle of 00°44'27"; thence Northwesterly along the arc, a distance of 64.04 feet, (Chord Bearing = N51°37'47"W, Chord = 64.04 feet) to a Point of Reverse Curve, Concave to the Southwest, having a Radius of 4,569.32 feet and a Central Angle of 00°28'59"; thence Northwesterly along the arc, a distance of 38.52 feet, (Chord Bearing = N51°30'03"W, Chord = 38.52 feet) to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 527.00 feet and a Central Angle of 19°43'45"; thence run Northeasterly along the arc of said curve, a distance of 181.47 feet (Chord Bearing = N49°21'02"E, Chord = 180.57 feet) to a Point of Tangency; thence N59°12'54"E, a distance of 212.69 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 89°00'48"; thence run Northerly along the Arc of said curve, a distance of 38.84 feet (Chord Bearing = N14°42'30"E, Chord = 35.05 feet) to a Point of Non Tangency; thence N46°57'41"E, a distance of 55.54 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 103°16'18"; thence run Easterly along the arc of said curve, a distance of 45.06 feet (Chord Bearing = S80°54'12"E, Chord = 39.20 feet) to a Point of Non Tangency; thence S42°32'21"E, a distance of 54.00 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 589.00 feet and a Central Angle of 07°56'54"; thence run Northeasterly along the arc of said curve, a distance of 81.71 feet (Chord Bearing = N43°29'12"E, Chord = 81.64 feet) to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 07°50'25"; thence run Southeasterly along the arc of said curve, a distance of 171.46 feet (Chord Bearing = S35°35'51"E, Chord = 171.32 feet) to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 1,000.00 feet and a Central Angle of 11°55'45"; thence run Northeasterly along the arc of said curve, a distance of 208.20 feet (Chord Bearing = N33°41'59"E, Chord = 207.83 feet) to a Point of Tangency; thence N27°44'07"E, a distance of 632.85 feet to the Point of Beginning.

Less Alley Tracts 3, 4 and the following Right of Ways: Peace of Mind Avenue, Clear Sky Drive and Blissful Drive, all part of TOHOQUA - PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida.

Containing 14.14 acres, more or less.

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

SKETCH OF DESCRIPTION



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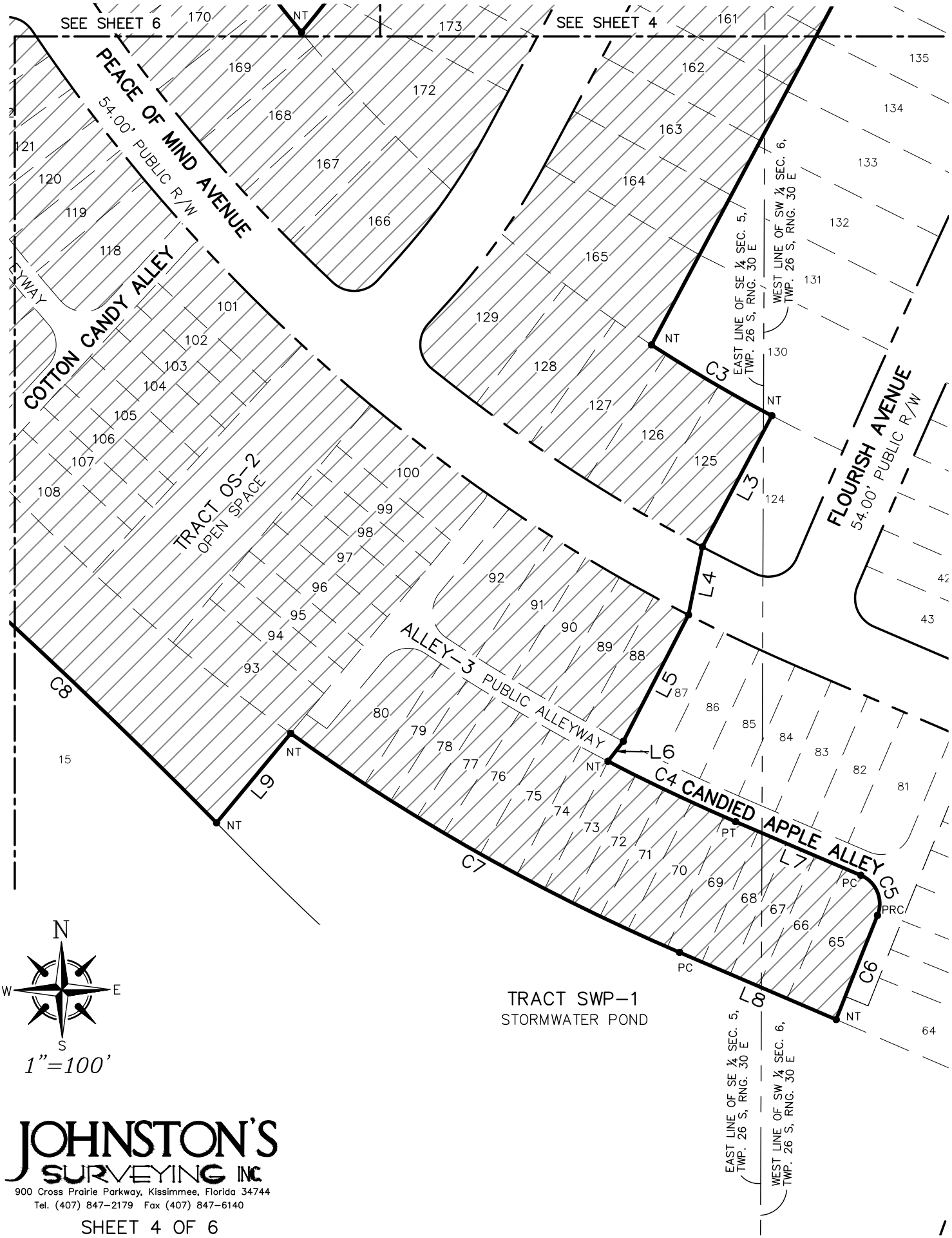

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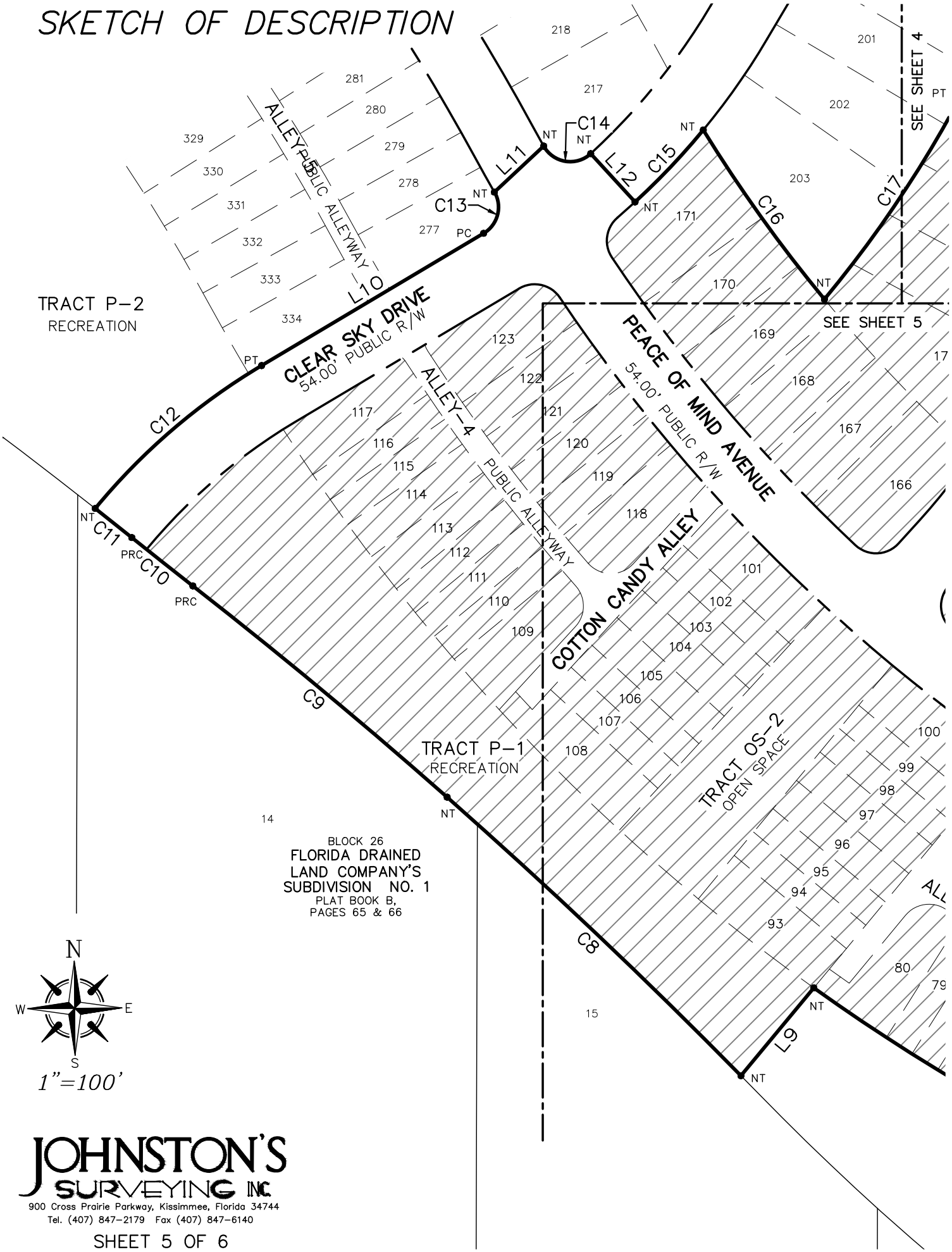

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LINE & CURVE TABLES

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	7347.00'	2°33'49"	328.72'	S65°51'57"E	328.69'
C2	500.00'	7°57'14"	69.41'	S24°04'56"W	69.36'
C3	1253.00'	5°09'49"	112.93'	S59°31'02"E	112.89'
C4	1562.00'	4°11'10"	114.12'	S64°41'43"E	114.10'
C5	25.00'	88°40'30"	38.69'	S22°27'03"E	34.94'
C6	9176.75'	0°33'57"	90.61'	S21°36'14"W	90.61'
C7	1677.00'	12°21'03"	361.50'	N60°36'46"W	360.80'
C8	4679.77'	4°04'56"	333.43'	N46°32'07"W	333.36'
C9	4533.54'	3°26'25"	272.21'	N50°16'48"W	272.17'
C10	4953.13'	0°44'27"	64.04'	N51°37'47"W	64.04'
C11	4569.32'	0°28'59"	38.52'	N51°30'03"W	38.52'
C12	527.00'	19°43'45"	181.47'	N49°21'02"E	180.57'
C13	25.00'	89°00'48"	38.84'	N14°42'30"E	35.05'
C14	25.00'	103°16'18"	45.06'	S80°54'12"E	39.20'
C15	589.00'	7°56'54"	81.71'	N43°29'12"E	81.64'
C16	1253.00'	7°50'25"	171.46'	S35°35'51"E	171.32'
C17	1000.00'	11°55'45"	208.20'	N33°41'59"E	207.83'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S20°06'18"W	137.60'
L2	S28°03'33"W	746.65'
L3	S27°54'03"W	120.00'
L4	S11°31'19"W	56.19'
L5	S27°15'53"W	115.00'
L6	S37°32'47"W	20.32'
L7	S66°47'18"E	110.29'
L8	N66°47'18"W	137.83'
L9	S39°39'57"W	93.94'
L10	N59°12'54"E	212.69'
L11	N46°57'41"E	55.54'
L12	S42°32'21"E	54.00'
L13	N27°44'07"E	632.85'

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SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

All of Lots 189 through 334, Tracts OS–3, OS–4, OS–5, OS–6, P–2, SW–P2 and SWP–3, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida, also being described as follows:

Begin at the Northeasterly corner of Lot 189, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, pages 139 through 146 of the Public Records of Osceola County, Florida; thence S27°44'07"W, a distance of 632.85 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 1,000.00 feet and a Central Angle of 11°55'45"; thence run Southwesterly along the Arc of said curve, a distance of 208.20 feet (Chord Bearing = S33°41'59"W, Chord = 207.83 feet) to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 07°50'25"; thence run Northwesterly along the arc of said curve, a distance of 171.46 feet (Chord Bearing = N35°35'51"W, Chord = 171.32 feet) to a Point on a Non–Tangent Curve, Concave to the Northwest, having a Radius of 589.00 feet and a Central Angle of 07°56'54"; thence run Southwesterly along the arc of said curve, a distance of 81.71 feet (Chord Bearing = S43°29'12"W, Chord = 81.64 feet) to a Point of Non Tangency; thence N42°32'21"W, a distance of 54.00 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 103°16'18"; thence run Westerly along the arc of said curve, a distance of 45.06 feet (Chord Bearing = N80°54'12"W, Chord = 39.20 feet) to a Point of Non Tangency; thence S46°57'41"W, a distance of 55.54 feet to a Point on a Non–Tangent Curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 89°00'48"; thence run Southerly along the arc of said curve, a distance of 38.84 feet (Chord Bearing = S14°42'30"W, Chord = 35.05 feet) to a Point of Tangency; thence S59°12'54"W, a distance of 212.69 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 527.00 feet and a Central Angle of 19°43'45"; thence run Southwesterly along the Arc of said curve, a distance of 181.47 feet (Chord Bearing = S49°21'02"W, Chord = 180.57 feet) to a Point on a Non–Tangent Curve, Concave to the Southwest, having a Radius of 4,569.32 feet and a Central Angle of 12°15'13"; thence run Northwesterly along the arc of said curve, a distance of 977.23 feet (Chord Bearing = N57°52'09"W, Chord = 975.37 feet); thence N34°23'52"E, a

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

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

REQUESTED BY: LENNAR

S–L 7–2A & 2B COMBINED

DATE OF SKETCH 10/21/2024	REVISIONS
SCALE 1" = 100'	
F.B. PAGE	
SECTIONS 05 & 06	
TWP. 26 S., RNG. 30 E.	
JOB NO. 21–439	SHEET 1 OF 8

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847–2179 Fax (407) 847–6140

10/23/2024

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

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION (continued):

distance of 368.47 feet to a Point on a Non–Tangent Curve, Concave to the Northwest, having a Radius of 5,211.75 feet and a Central Angle of 07°07'03"; thence run Northeasterly along the arc of said curve, a distance of 647.42 feet (Chord Bearing = N29°35'43"E, Chord = 647.00 feet) to a Point of Non Tangency; thence N24°16'34"E, a distance of 151.46 feet; thence S64°53'43"E, a distance of 653.83 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 2,353.00 feet and a Central Angle of 04°35'36"; thence run Southeasterly along the Arc of said curve, a distance of 188.64 feet (Chord Bearing = S62°35'55"E, Chord = 188.59 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 7,347.00 feet and a Central Angle of 04°16'56"; thence Southeasterly along the arc, a distance of 549.09 feet, (Chord Bearing = S62°26'35"E, Chord = 548.97 feet) to the Point of Beginning.

Less Alleys 5, 6 and the following Right of Ways: Fulfillment Drive, Bright Sky Drive, Peace of Mind Avenue and Clear Sky Drive, all part of TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida.

Containing 29.27 acres, more or less.

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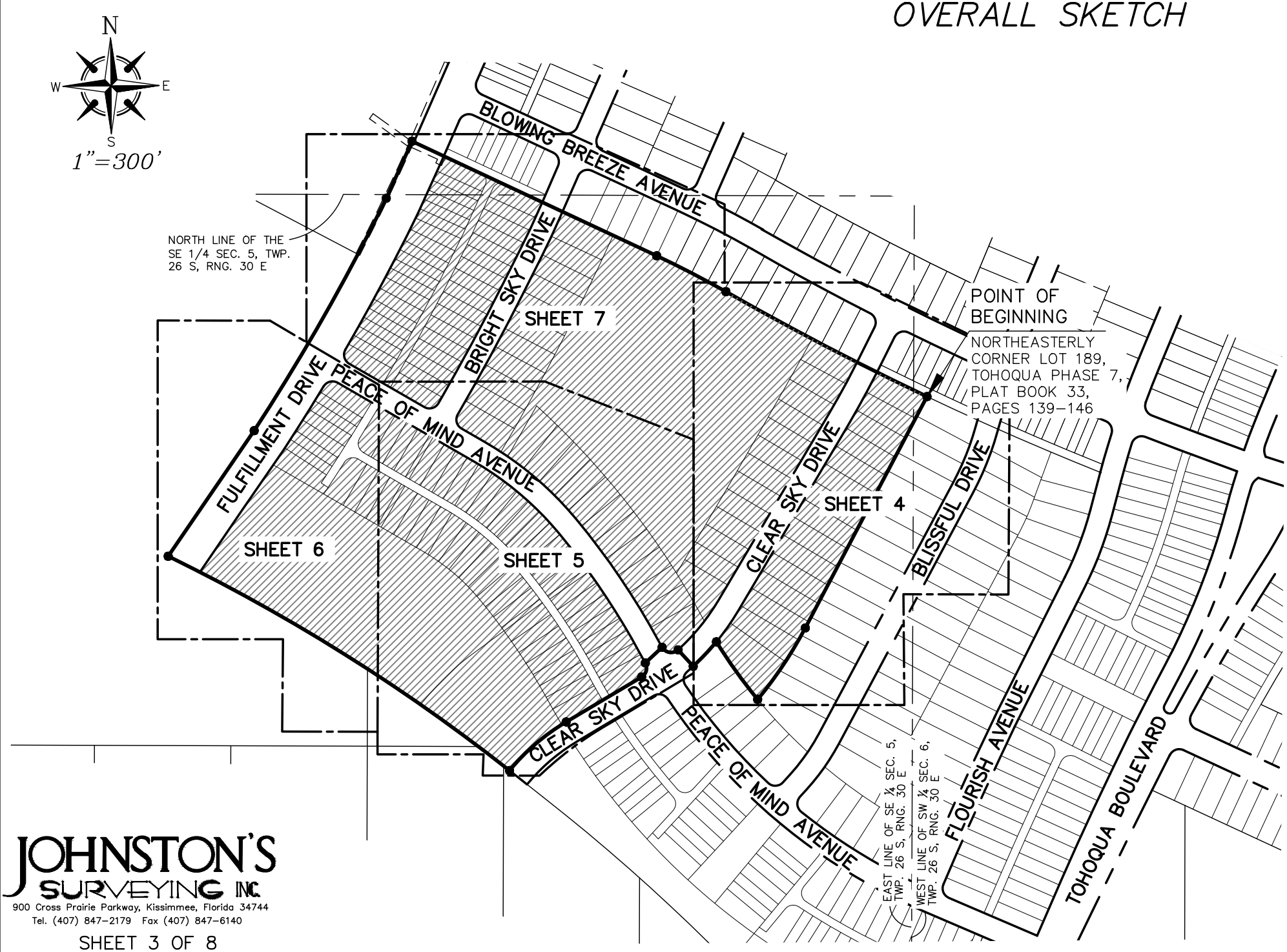
OVERALL SKETCH



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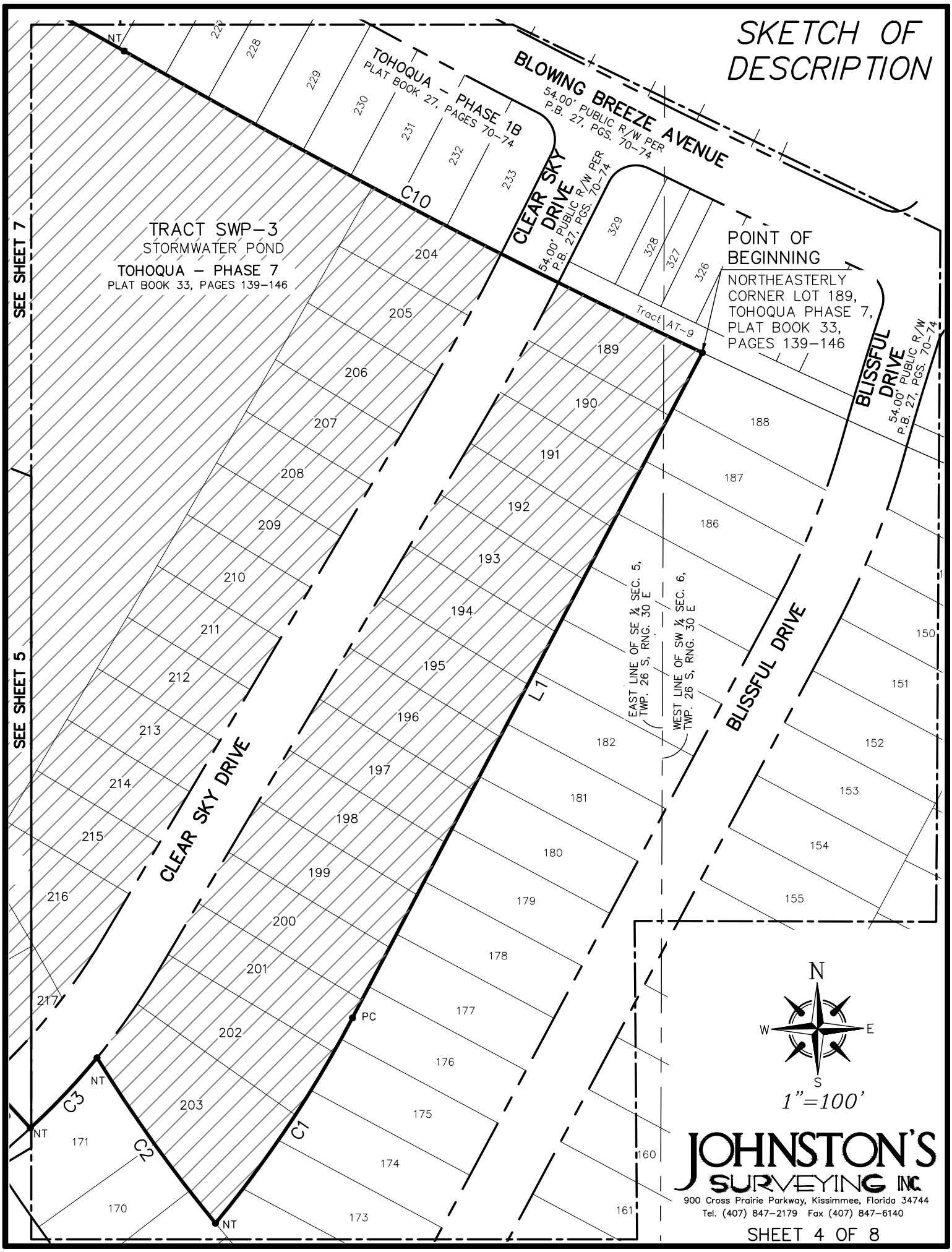

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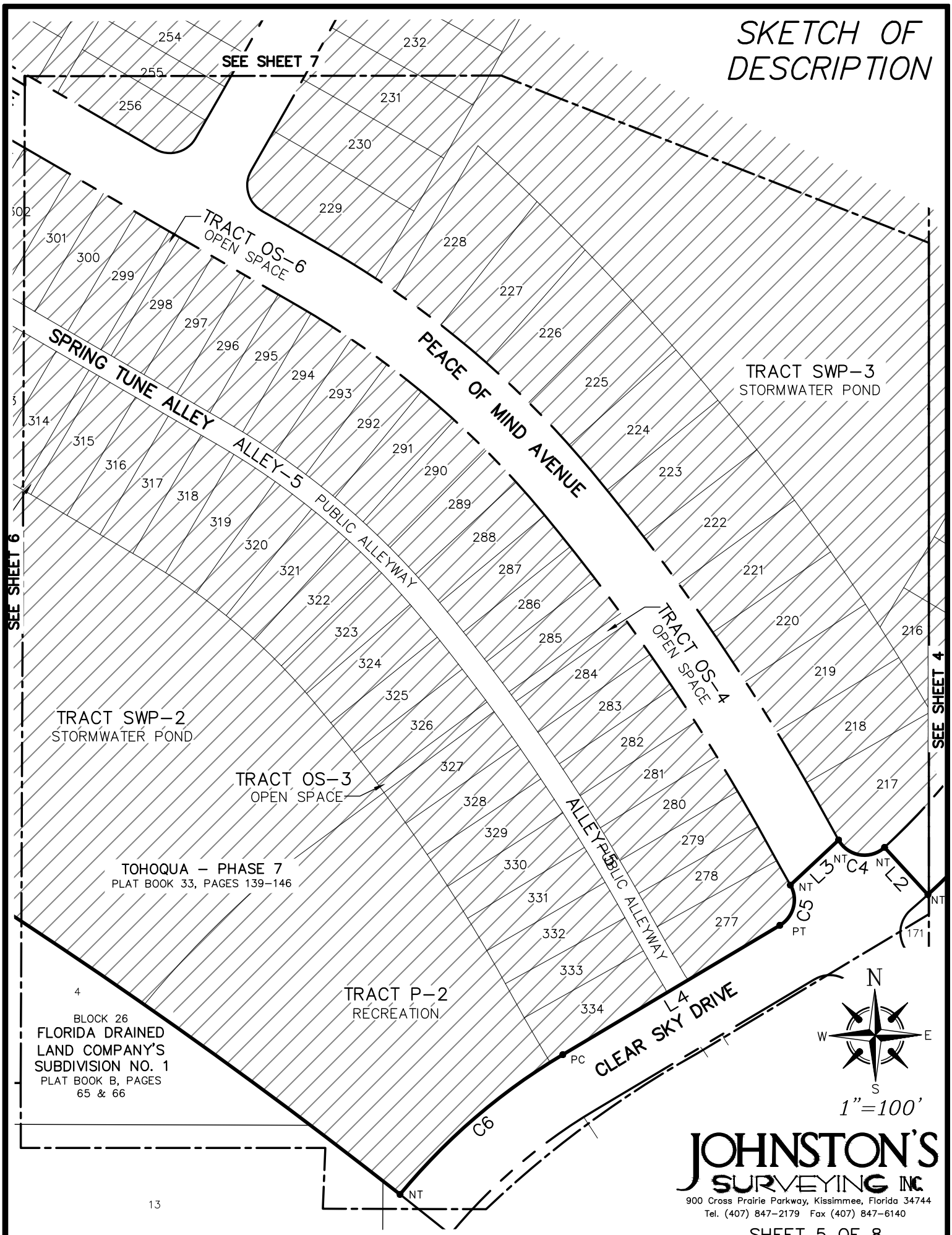

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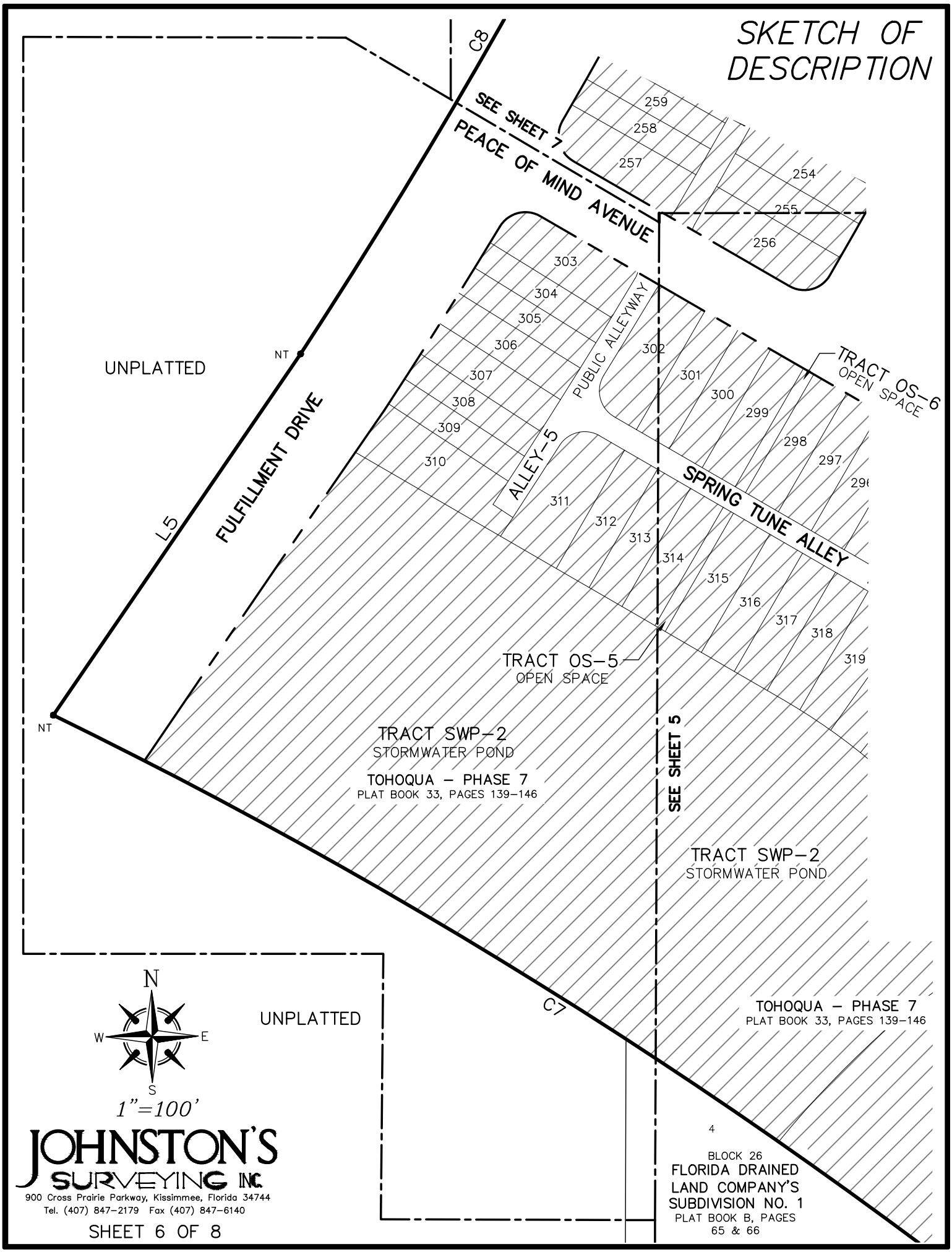

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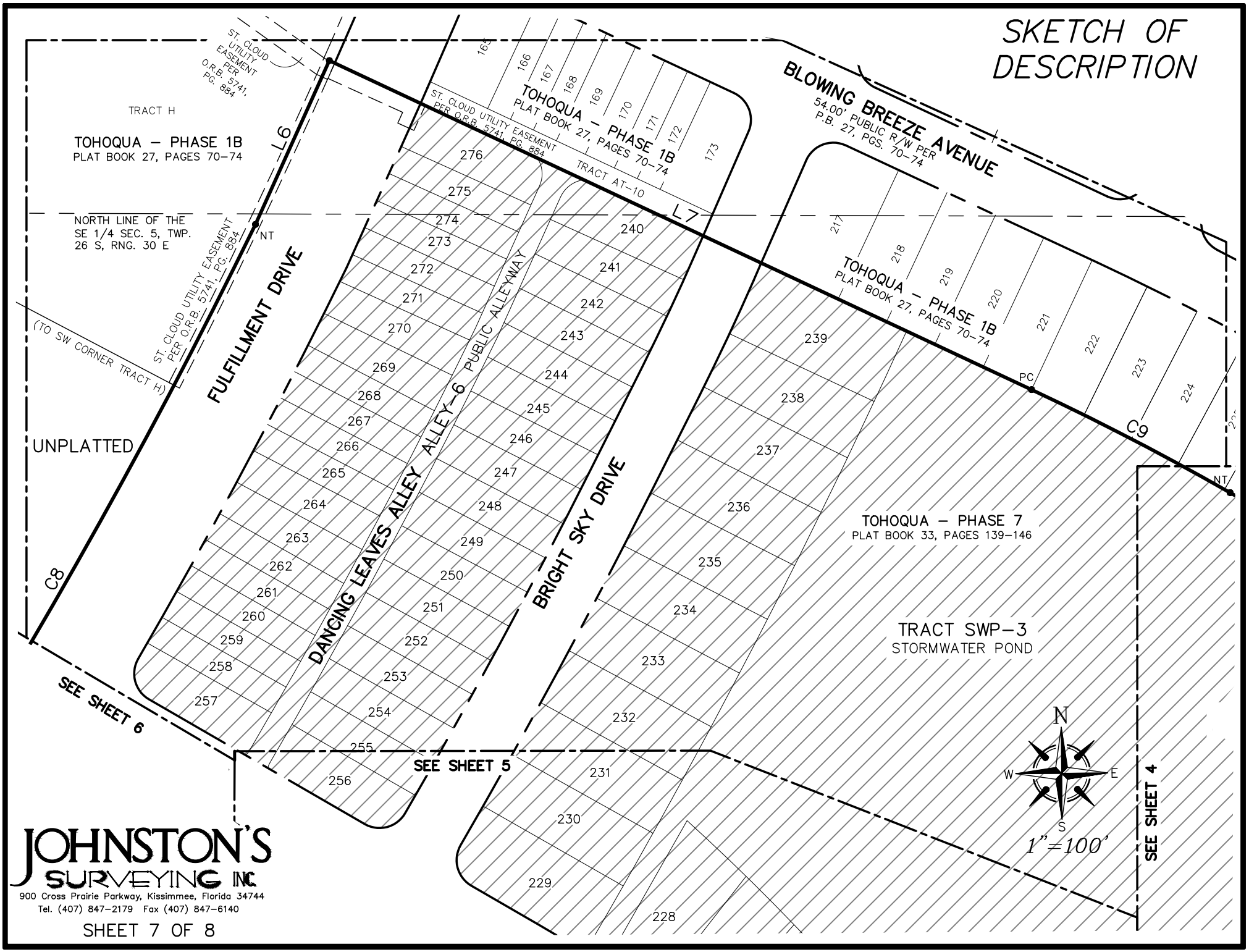

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LINE & CURVE TABLES

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	1000.00'	11°55'45"	208.20'	S33°41'59"W	207.83'
C2	1253.00'	7°50'25"	171.46'	N35°35'51"W	171.32'
C3	589.00'	7°56'54"	81.71'	S43°29'12"W	81.64'
C4	25.00'	103°16'18"	45.06'	N80°54'12"W	39.20'
C5	25.00'	89°00'48"	38.84'	S14°42'30"W	35.05'
C6	527.00'	19°43'45"	181.47'	S49°21'02"W	180.57'
C7	4569.32'	12°15'13"	977.23'	N57°52'09"W	975.37'
C8	5211.75'	7°07'03"	647.42'	N29°35'43"E	647.00'
C9	2353.00'	4°35'36"	188.64'	S62°35'55"E	188.59'
C10	7347.00'	4°16'56"	549.09'	S62°26'35"E	548.97'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S27°44'07"W	632.85'
L2	N42°32'21"W	54.00'
L3	S46°57'41"W	55.54'
L4	S59°12'54"W	212.69'
L5	N34°23'52"E	368.47'
L6	N24°16'34"E	151.46'
L7	S64°53'43"E	653.83'

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SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

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ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
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REQUESTED BY: LENNAR

S–L 7–2A & 2B COMBINED

DATE OF SKETCH 10/21/2024	REVISIONS
SCALE 1" = 100'	
F.B. PAGE	
SECTIONS 05 & 06	
TWP. 26 S., RNG. 30 E.	
JOB NO. 21–439	SHEET 1 OF 8

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10/23/2024

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

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION (continued):

distance of 368.47 feet to a Point on a Non–Tangent Curve, Concave to the Northwest, having a Radius of 5,211.75 feet and a Central Angle of 07°07'03"; thence run Northeasterly along the arc of said curve, a distance of 647.42 feet (Chord Bearing = N29°35'43"E, Chord = 647.00 feet) to a Point of Non Tangency; thence N24°16'34"E, a distance of 151.46 feet; thence S64°53'43"E, a distance of 653.83 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 2,353.00 feet and a Central Angle of 04°35'36"; thence run Southeasterly along the Arc of said curve, a distance of 188.64 feet (Chord Bearing = S62°35'55"E, Chord = 188.59 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 7,347.00 feet and a Central Angle of 04°16'56"; thence Southeasterly along the arc, a distance of 549.09 feet, (Chord Bearing = S62°26'35"E, Chord = 548.97 feet) to the Point of Beginning.

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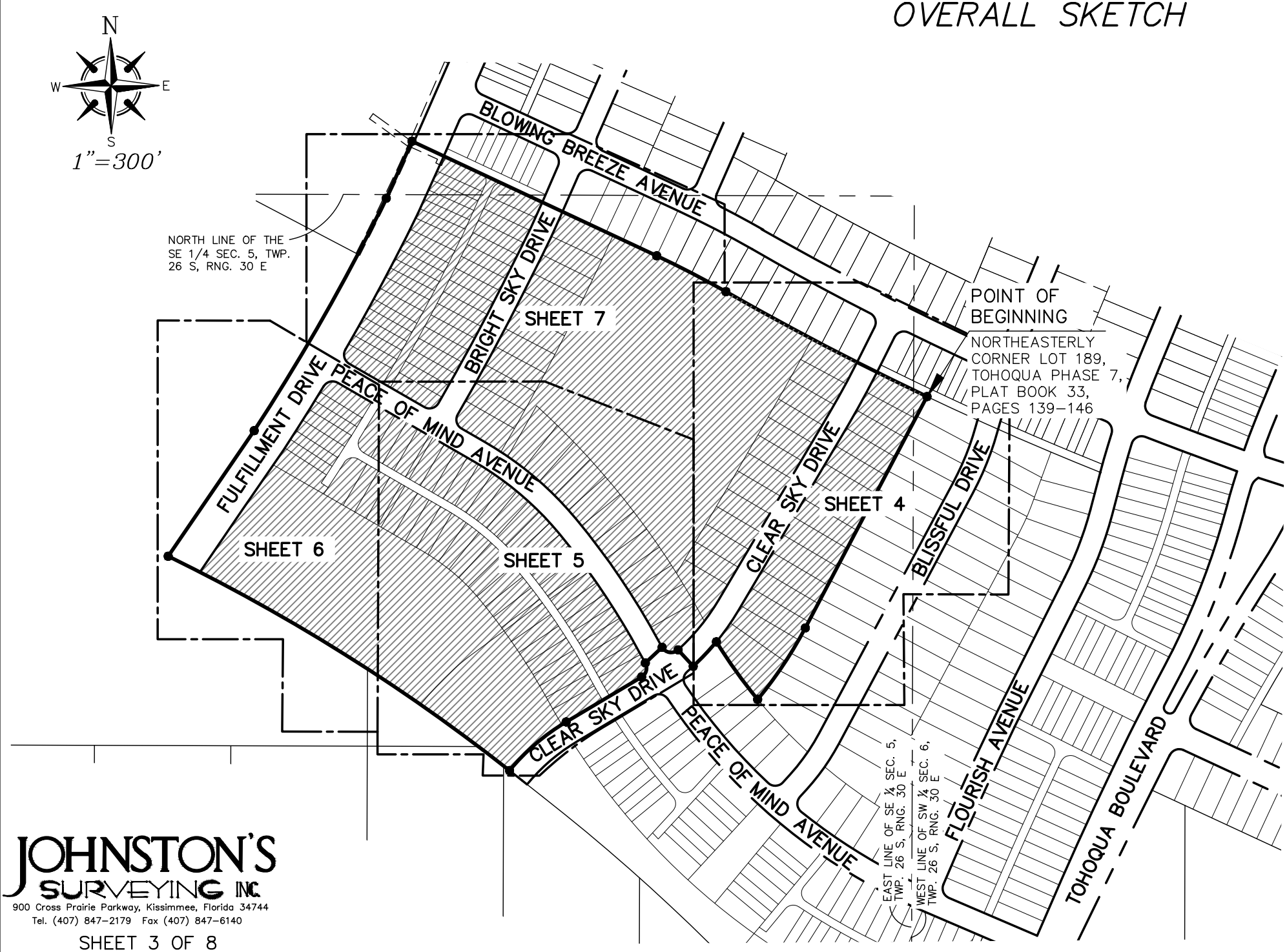
OVERALL SKETCH



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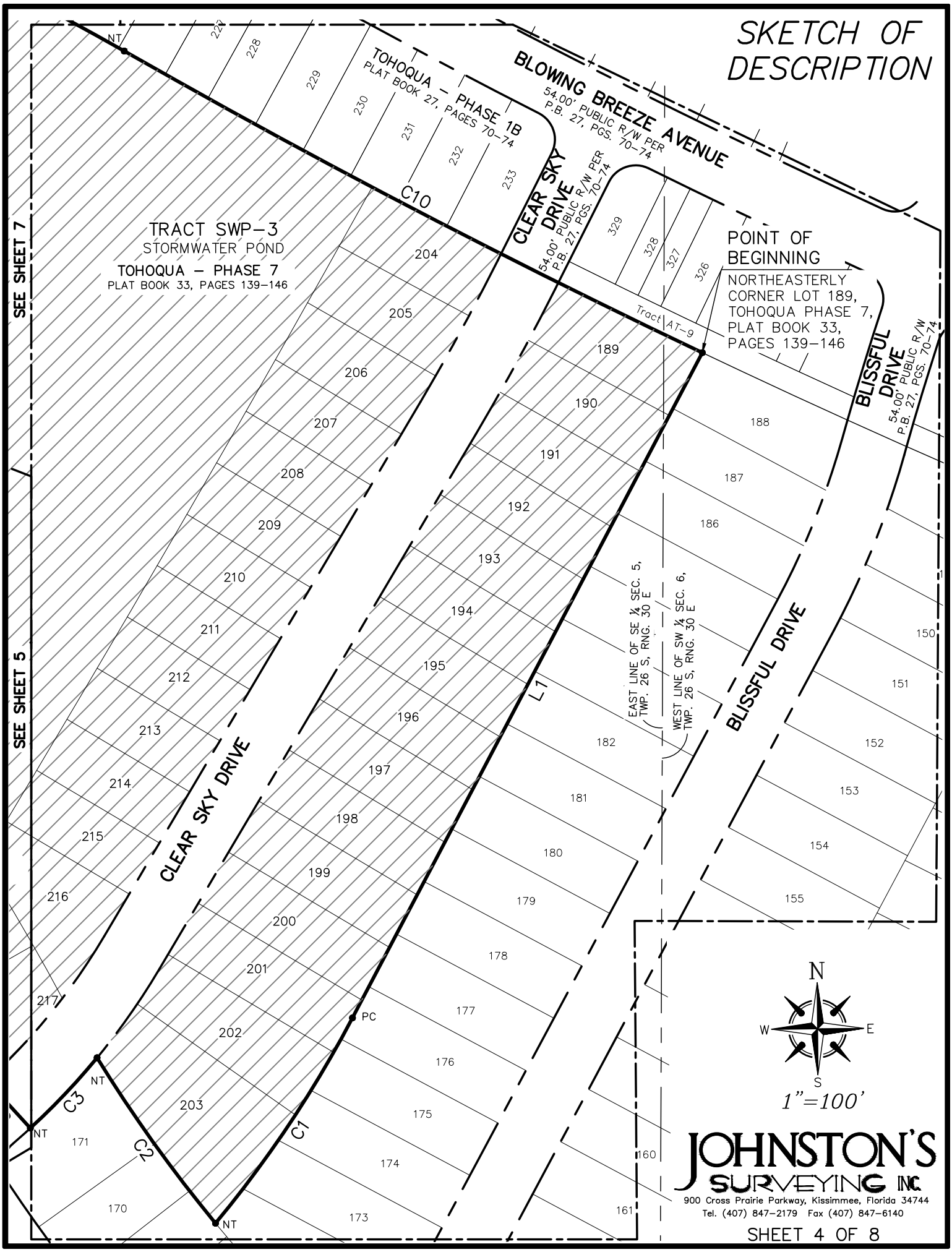
Tel. (407) 847-2179 Fax (407) 847-6140

SKETCH OF DESCRIPTION



JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
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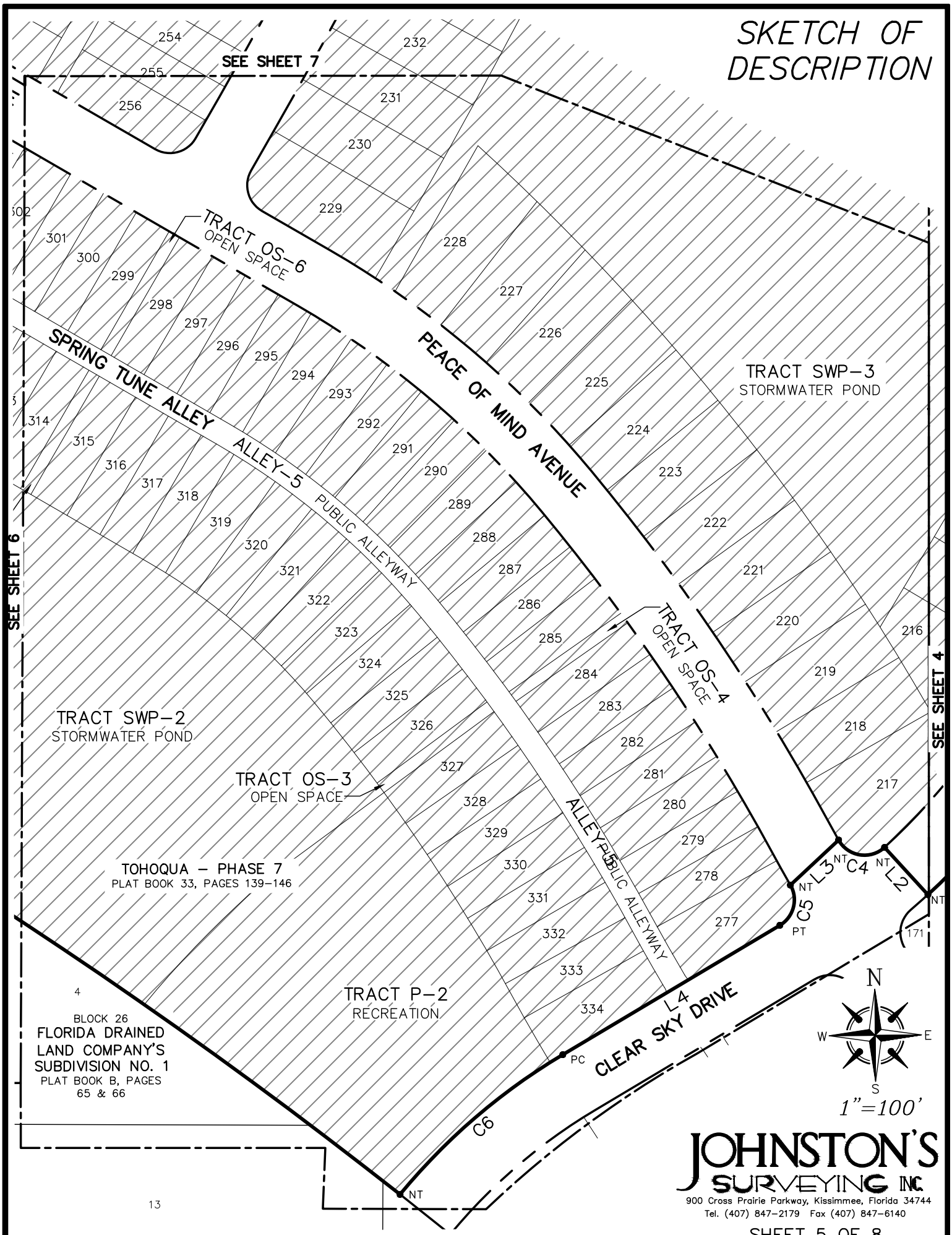
SKETCH OF DESCRIPTION



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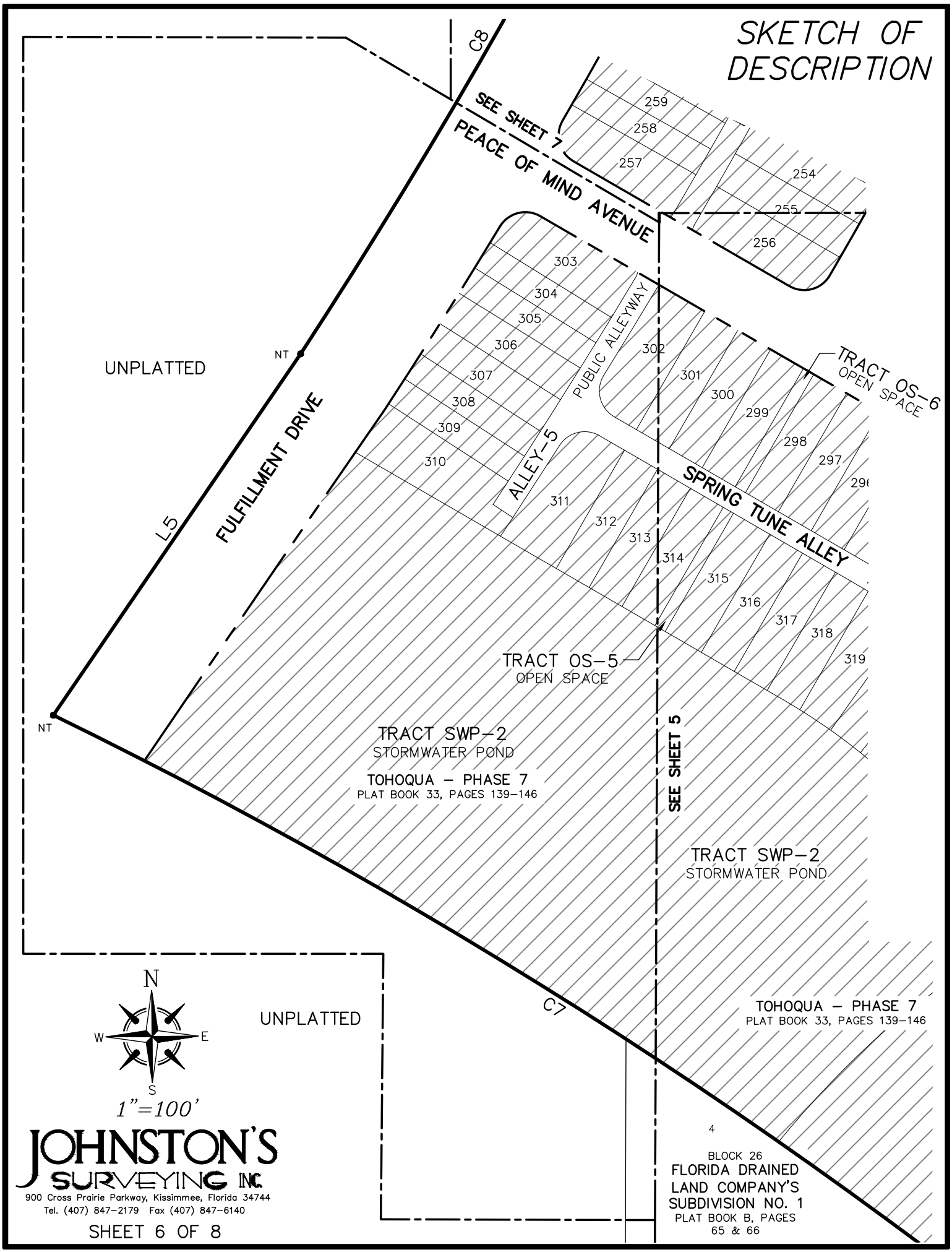

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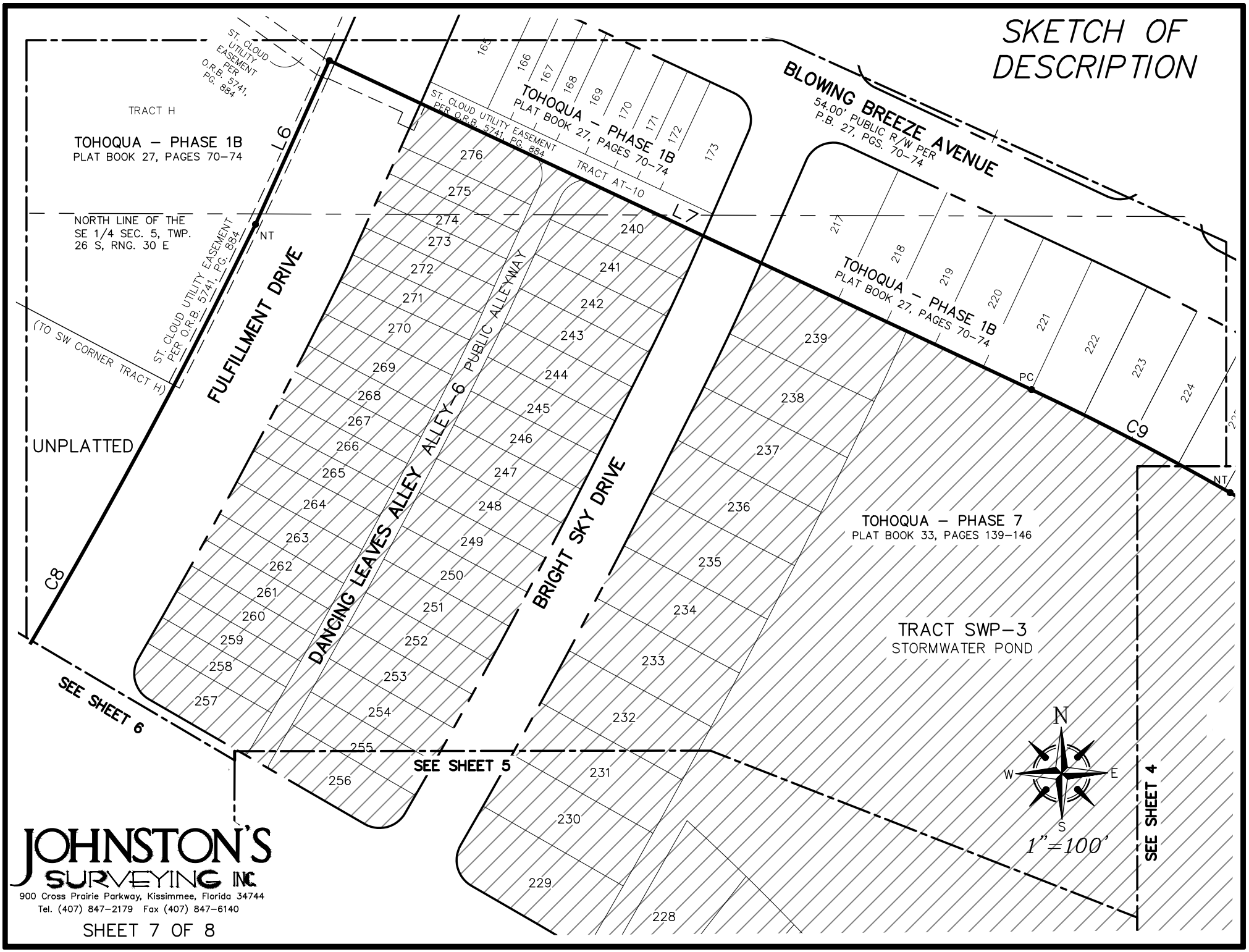

JOHNSTON'S SURVEYING INC.
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LINE & CURVE TABLES

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	1000.00'	11°55'45"	208.20'	S33°41'59"W	207.83'
C2	1253.00'	7°50'25"	171.46'	N35°35'51"W	171.32'
C3	589.00'	7°56'54"	81.71'	S43°29'12"W	81.64'
C4	25.00'	103°16'18"	45.06'	N80°54'12"W	39.20'
C5	25.00'	89°00'48"	38.84'	S14°42'30"W	35.05'
C6	527.00'	19°43'45"	181.47'	S49°21'02"W	180.57'
C7	4569.32'	12°15'13"	977.23'	N57°52'09"W	975.37'
C8	5211.75'	7°07'03"	647.42'	N29°35'43"E	647.00'
C9	2353.00'	4°35'36"	188.64'	S62°35'55"E	188.59'
C10	7347.00'	4°16'56"	549.09'	S62°26'35"E	548.97'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S27°44'07"W	632.85'
L2	N42°32'21"W	54.00'
L3	S46°57'41"W	55.54'
L4	S59°12'54"W	212.69'
L5	N34°23'52"E	368.47'
L6	N24°16'34"E	151.46'
L7	S64°53'43"E	653.83'

JOHNSTON'S SURVEYING INC.
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EXHIBIT "B"

CONVEYANCE DOCUMENTS

1. Bill of Sale Absolute and Agreement from Lennar to the District
2. Bill of Sale Absolute and Agreement from the District to TWA
3. Owner's Affidavit
4. Agreement Regarding Taxes
5. Certificate of District Engineer

[See attached.]

BILL OF SALE ABSOLUTE AND AGREEMENT

Tohoqua Community Development District (Phase 7-1B, Phase 7-2A and Phase 7-2B)

THIS BILL OF SALE ABSOLUTE AND AGREEMENT (the "**Agreement**") is made as of this _____ day of November, 2024, is given to the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT** (hereinafter referred to as the "**District**"), a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801, by **LENNAR HOMES, LLC**, a Florida limited liability company (hereinafter referred to as the "**Developer**"), whose address is 5505 Waterford District Drive, Miami, Florida 33126.

RECITALS

WHEREAS, the Developer has constructed certain infrastructure improvements in Phase 7-1B, Phase 7-2A and Phase 2-B of the development located in the District's boundary, including the reclaimed water distribution system, the potable water distribution system and the sanitary sewer system (collectively, the "**Improvements**"), as more fully described and depicted in **Exhibit** "**A**" attached hereto;

WHEREAS, both the Developer and the District find it to be in the best interest of both parties for the Developer to transfer the Improvements to the District and for the District to subsequently transfer the Improvements to Tohopekaliga Water Authority ("**TWA**"), in order for TWA to own, operate and maintain the Improvements for the benefit of the District's landowners; and

WHEREAS, the Developer desires to convey the Improvements to the District and desires that the District convey the Improvements to TWA to allow such perpetual ownership, operation and maintenance by TWA.

WITNESSETH

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

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

2. The Developer represents and warrants to the District that (i) Developer is the sole owner of and has good and marketable title to the Improvements, free and clear of all liens, encumbrances, claims and demands; (ii) Developer has not previously sold or assigned the Improvements to any other party; and (iii) Developer will freely and fully warrant and defend the Improvements against the lawful claims of any person claiming by, through, or under the Developer; (iv) the Improvements are in good working condition and as of the date hereof, there are no defaults or violations of the terms and conditions of any contracts, warranties, permits, approvals and guarantees related to the Improvements.

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

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

.

[SIGNATURES ON FOLLOWING PAGE]

COUNTERPART SIGNATURE PAGE TO
BILL OF SALE ABSOLUTE AND AGREEMENT
Tohoqua Community Development District (Phase 7-1B, Phase 7-2A and Phase 7-2B)

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

DEVELOPER:

WITNESSES:

Signed, sealed and delivered in the presence of:

_____
Print Name: _____

_____
Print Name: _____

LENNAR HOMES, LLC, a Florida limited liability company

By: _____
Name: Mark McDonald
Title: Vice President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of November, 2024, by Mark McDonald, as Vice President of **LENNAR HOMES, LLC**, a Florida limited liability company. Said person is [ ] personally known to me or [ ] have produced _____ as identification.

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

(NOTARY SEAL)

COUNTERPART SIGNATURE PAGE TO
BILL OF SALE ABSOLUTE AND AGREEMENT
Tohoqua Community Development District (Phase 7-1B, Phase 7-2A and Phase 7-2B)

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

DISTRICT:

ATTEST:

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT

_____
Print Name: George S. Flint
Title: Secretary

By:_____
Name: Andre Vidrine
Title: Chairman

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of November, 2024, by Andre Vidrine, as Chairman of the Board of Supervisors of the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, and was attested to by George S. Flint, as Secretary of the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, both for and on behalf of the District. Said person is [ ] personally known to me or [ ] have produced _____ as identification.

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

(NOTARY SEAL)

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

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

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

[See attached.]

The foregoing Improvements can also be described as:

All the goods, rights, title, interests, chattels and improvements owned by Developer which are used or held for use by Developer exclusively in connection with those water and/or wastewater systems, consisting of all water, wastewater, and reclaimed water lines and other related utility facilities constructed and used in connection with the provision of water, wastewater, and reclaimed water utility services located on the following described property:

[See attached.]

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

All of Lots 65 through 80, 88 through 123, 125 through 129, 148 through 188, Tracts P–1 and OS–2, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida, also being described as follows:

Begin at the Northwest corner of Lot 188, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, pages 139 through 146 of the Public Records of Osceola County, Florida, said point being a Point of Curvature of a curve, Concave to the Northeast, having a Radius of 7,347.00 feet and a Central Angle of 02°33'49"; thence Southeasterly along the arc, a distance of 328.72 feet (Chord Bearing = S65°51'57"E, Chord = 328.69 feet) to a Point of Non Tangency; thence S20°06'18"W, a distance of 137.60 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 500.00 feet and a Central Angle of 07°57'14"; thence run Southwesterly along the Arc of said curve, a distance of 69.41 feet (Chord Bearing = S24°04'56"W, Chord = 69.36 feet) to a Point of Tangency; thence S28°03'33"W, a distance of 746.65 feet to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 05°09'49"; thence run Southeasterly along the arc of said curve, a distance of 112.93 feet (Chord Bearing = S59°31'02"E, Chord = 112.89 feet) to a Point of Non Tangency; thence S27°54'03"W, a distance of 120.00 feet; thence S11°31'19"W, a distance of 56.19 feet; thence S27°15'53"W, a distance of 115.00 feet; thence S37°32'47"W, a distance of 20.32 feet to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,562.00 feet and a Central Angle of 04°11'10"; thence run Southeasterly along the arc of said curve, a distance of 114.12 feet (Chord Bearing = S64°41'43"E, Chord = 114.10 feet) to a Point of Tangency; thence S66°47'18"E, a distance of 110.29 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 88°40'30"; thence run Southerly along the Arc of said curve, a distance of 38.69 feet (Chord Bearing = S22°27'03"E, Chord = 34.94 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 9,176.75 feet and a Central Angle of 00°33'57"; thence Southerly along the arc, a distance of 90.61 feet, (Chord Bearing = S21°36'14"W, Chord = 90.61 feet) to a Point of Non Tangency; thence N66°47'18"W, a distance of 137.83 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 1,677.00 feet and a Central Angle of 12°21'03"; thence run Northwesterly along the Arc of said curve, a distance of 361.50 feet

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

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

REQUESTED BY: LENNAR

S–L 7–1B

DATE OF SKETCH 10/21/2024	REVISIONS
SCALE 1" = 100'	
F.B. PAGE	
SECTIONS 05 & 06	
TWP. 26 S., RNG. 30 E.	
JOB NO. 21–439	SHEET 1 OF 6

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847–2179 Fax (407) 847–6140

10/23/2024

RICHARD D. BROWN, P.S.M #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

(Chord Bearing = N60°36'46"W, Chord = 360.80 feet) to a Point of Non Tangency; thence S39°39'57"W, a distance of 93.94 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 4,679.77 feet and a Central Angle of 04°04'56"; thence run Northwesterly along the arc of said curve, a distance of 333.43 feet (Chord Bearing = N46°32'07"W, Chord = 333.36 feet) to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 4,533.54 feet and a Central Angle of 03°26'25"; thence run Northwesterly along the arc of said curve, a distance of 272.21 feet (Chord Bearing = N50°16'48"W, Chord = 272.17 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 4,953.13 feet and a Central Angle of 00°44'27"; thence Northwesterly along the arc, a distance of 64.04 feet, (Chord Bearing = N51°37'47"W, Chord = 64.04 feet) to a Point of Reverse Curve, Concave to the Southwest, having a Radius of 4,569.32 feet and a Central Angle of 00°28'59"; thence Northwesterly along the arc, a distance of 38.52 feet, (Chord Bearing = N51°30'03"W, Chord = 38.52 feet) to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 527.00 feet and a Central Angle of 19°43'45"; thence run Northeasterly along the arc of said curve, a distance of 181.47 feet (Chord Bearing = N49°21'02"E, Chord = 180.57 feet) to a Point of Tangency; thence N59°12'54"E, a distance of 212.69 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 89°00'48"; thence run Northerly along the Arc of said curve, a distance of 38.84 feet (Chord Bearing = N14°42'30"E, Chord = 35.05 feet) to a Point of Non Tangency; thence N46°57'41"E, a distance of 55.54 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 103°16'18"; thence run Easterly along the arc of said curve, a distance of 45.06 feet (Chord Bearing = S80°54'12"E, Chord = 39.20 feet) to a Point of Non Tangency; thence S42°32'21"E, a distance of 54.00 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 589.00 feet and a Central Angle of 07°56'54"; thence run Northeasterly along the arc of said curve, a distance of 81.71 feet (Chord Bearing = N43°29'12"E, Chord = 81.64 feet) to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 07°50'25"; thence run Southeasterly along the arc of said curve, a distance of 171.46 feet (Chord Bearing = S35°35'51"E, Chord = 171.32 feet) to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 1,000.00 feet and a Central Angle of 11°55'45"; thence run Northeasterly along the arc of said curve, a distance of 208.20 feet (Chord Bearing = N33°41'59"E, Chord = 207.83 feet) to a Point of Tangency; thence N27°44'07"E, a distance of 632.85 feet to the Point of Beginning.

Less Alley Tracts 3, 4 and the following Right of Ways: Peace of Mind Avenue, Clear Sky Drive and Blissful Drive, all part of TOHOQUA - PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida.

Containing 14.14 acres, more or less.

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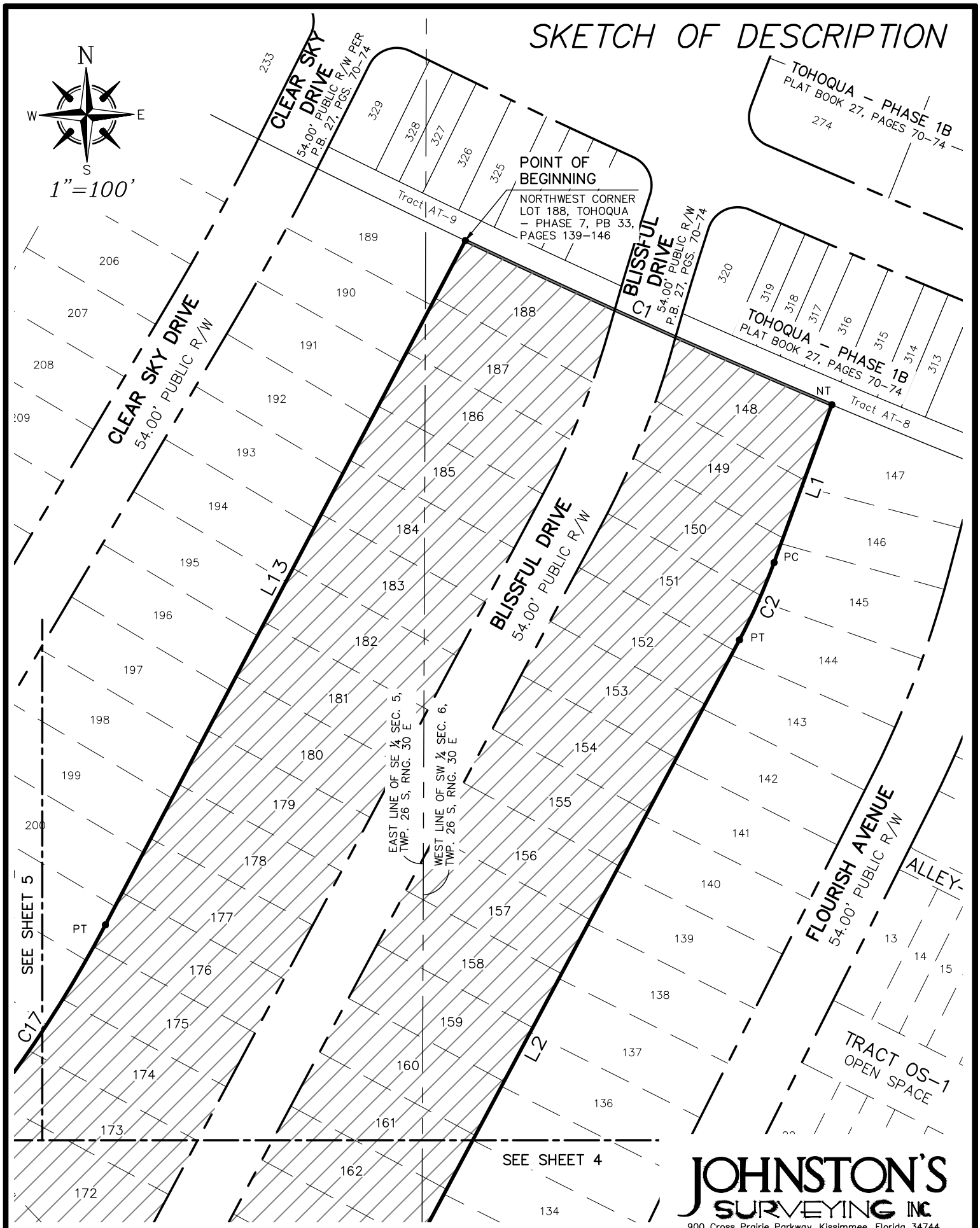
SKETCH OF DESCRIPTION



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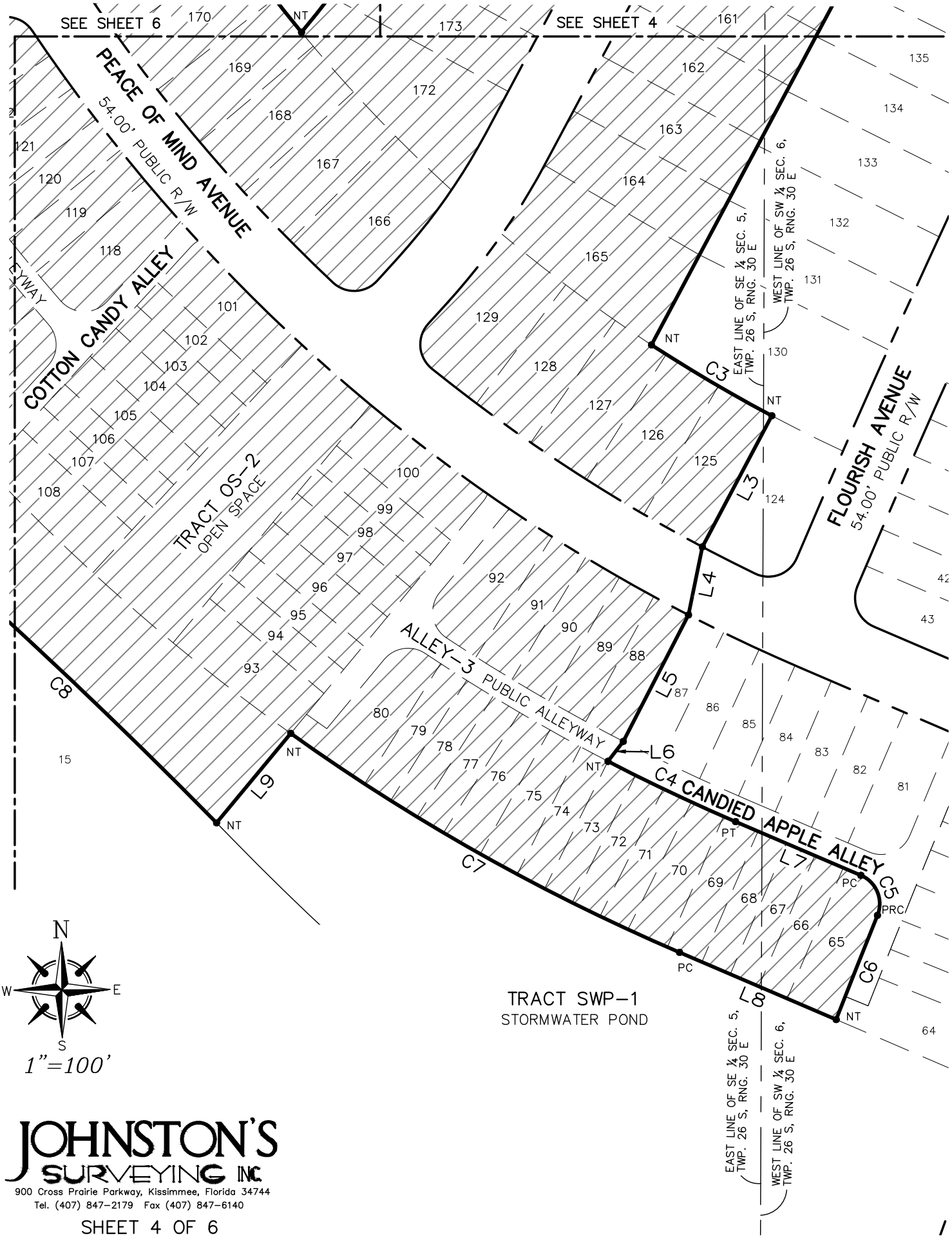

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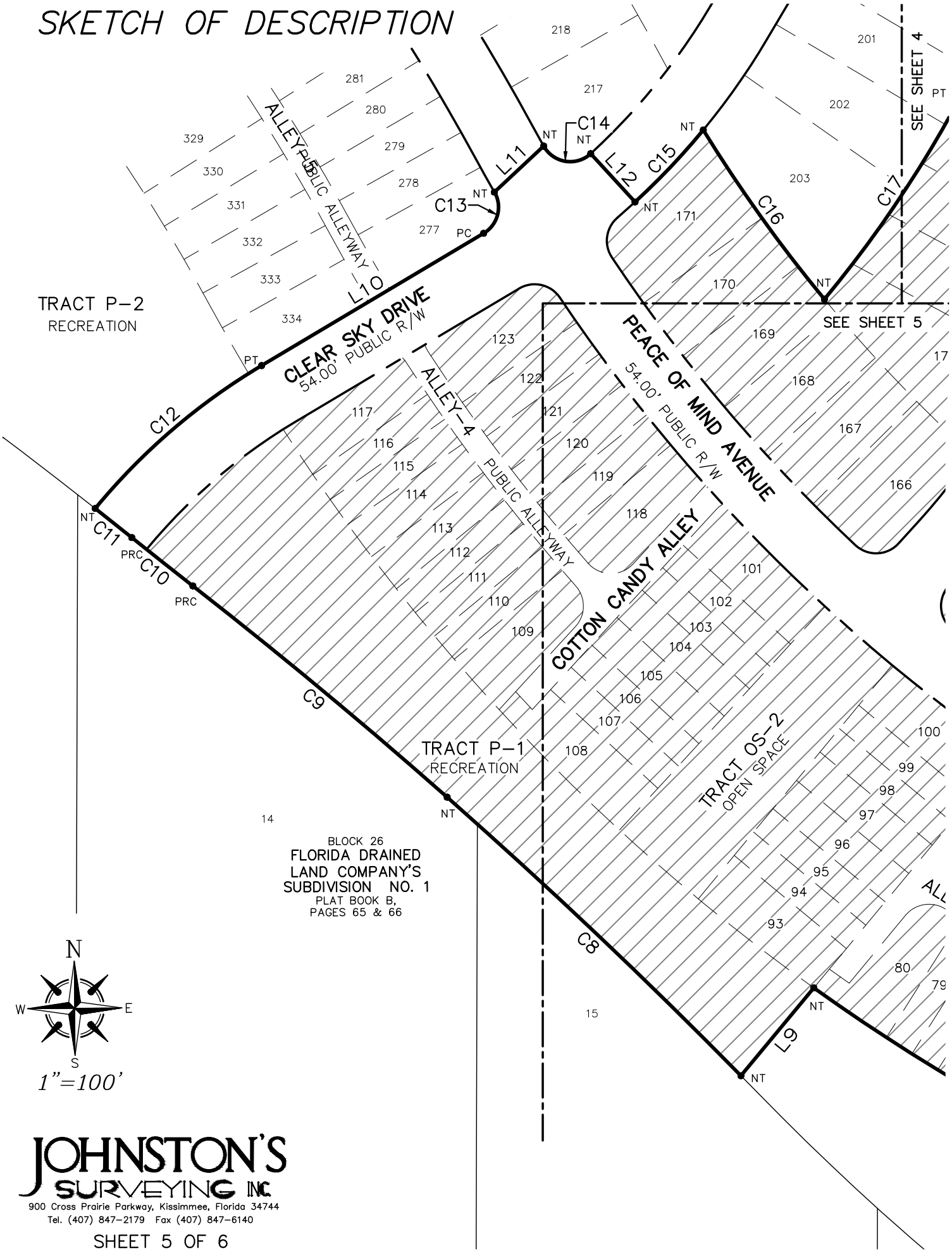

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LINE & CURVE TABLES

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	7347.00'	2°33'49"	328.72'	S65°51'57"E	328.69'
C2	500.00'	7°57'14"	69.41'	S24°04'56"W	69.36'
C3	1253.00'	5°09'49"	112.93'	S59°31'02"E	112.89'
C4	1562.00'	4°11'10"	114.12'	S64°41'43"E	114.10'
C5	25.00'	88°40'30"	38.69'	S22°27'03"E	34.94'
C6	9176.75'	0°33'57"	90.61'	S21°36'14"W	90.61'
C7	1677.00'	12°21'03"	361.50'	N60°36'46"W	360.80'
C8	4679.77'	4°04'56"	333.43'	N46°32'07"W	333.36'
C9	4533.54'	3°26'25"	272.21'	N50°16'48"W	272.17'
C10	4953.13'	0°44'27"	64.04'	N51°37'47"W	64.04'
C11	4569.32'	0°28'59"	38.52'	N51°30'03"W	38.52'
C12	527.00'	19°43'45"	181.47'	N49°21'02"E	180.57'
C13	25.00'	89°00'48"	38.84'	N14°42'30"E	35.05'
C14	25.00'	103°16'18"	45.06'	S80°54'12"E	39.20'
C15	589.00'	7°56'54"	81.71'	N43°29'12"E	81.64'
C16	1253.00'	7°50'25"	171.46'	S35°35'51"E	171.32'
C17	1000.00'	11°55'45"	208.20'	N33°41'59"E	207.83'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S20°06'18"W	137.60'
L2	S28°03'33"W	746.65'
L3	S27°54'03"W	120.00'
L4	S11°31'19"W	56.19'
L5	S27°15'53"W	115.00'
L6	S37°32'47"W	20.32'
L7	S66°47'18"E	110.29'
L8	N66°47'18"W	137.83'
L9	S39°39'57"W	93.94'
L10	N59°12'54"E	212.69'
L11	N46°57'41"E	55.54'
L12	S42°32'21"E	54.00'
L13	N27°44'07"E	632.85'

JOHNSTON'S SURVEYING INC.
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SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

All of Lots 189 through 334, Tracts OS–3, OS–4, OS–5, OS–6, P–2, SW–P2 and SWP–3, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida, also being described as follows:

Begin at the Northeasterly corner of Lot 189, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, pages 139 through 146 of the Public Records of Osceola County, Florida; thence S27°44'07"W, a distance of 632.85 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 1,000.00 feet and a Central Angle of 11°55'45"; thence run Southwesterly along the Arc of said curve, a distance of 208.20 feet (Chord Bearing = S33°41'59"W, Chord = 207.83 feet) to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 07°50'25"; thence run Northwesterly along the arc of said curve, a distance of 171.46 feet (Chord Bearing = N35°35'51"W, Chord = 171.32 feet) to a Point on a Non–Tangent Curve, Concave to the Northwest, having a Radius of 589.00 feet and a Central Angle of 07°56'54"; thence run Southwesterly along the arc of said curve, a distance of 81.71 feet (Chord Bearing = S43°29'12"W, Chord = 81.64 feet) to a Point of Non Tangency; thence N42°32'21"W, a distance of 54.00 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 103°16'18"; thence run Westerly along the arc of said curve, a distance of 45.06 feet (Chord Bearing = N80°54'12"W, Chord = 39.20 feet) to a Point of Non Tangency; thence S46°57'41"W, a distance of 55.54 feet to a Point on a Non–Tangent Curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 89°00'48"; thence run Southerly along the arc of said curve, a distance of 38.84 feet (Chord Bearing = S14°42'30"W, Chord = 35.05 feet) to a Point of Tangency; thence S59°12'54"W, a distance of 212.69 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 527.00 feet and a Central Angle of 19°43'45"; thence run Southwesterly along the Arc of said curve, a distance of 181.47 feet (Chord Bearing = S49°21'02"W, Chord = 180.57 feet) to a Point on a Non–Tangent Curve, Concave to the Southwest, having a Radius of 4,569.32 feet and a Central Angle of 12°15'13"; thence run Northwesterly along the arc of said curve, a distance of 977.23 feet (Chord Bearing = N57°52'09"W, Chord = 975.37 feet); thence N34°23'52"E, a

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

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

REQUESTED BY: LENNAR

S–L 7–2A & 2B COMBINED

DATE OF SKETCH 10/21/2024	REVISIONS
SCALE 1" = 100'	
F.B. PAGE	
SECTIONS 05 & 06	
TWP. 26 S., RNG. 30 E.	
JOB NO. 21–439	SHEET 1 OF 8

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847–2179 Fax (407) 847–6140

10/23/2024

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

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION (continued):

distance of 368.47 feet to a Point on a Non–Tangent Curve, Concave to the Northwest, having a Radius of 5,211.75 feet and a Central Angle of 07°07'03"; thence run Northeasterly along the arc of said curve, a distance of 647.42 feet (Chord Bearing = N29°35'43"E, Chord = 647.00 feet) to a Point of Non Tangency; thence N24°16'34"E, a distance of 151.46 feet; thence S64°53'43"E, a distance of 653.83 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 2,353.00 feet and a Central Angle of 04°35'36"; thence run Southeasterly along the Arc of said curve, a distance of 188.64 feet (Chord Bearing = S62°35'55"E, Chord = 188.59 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 7,347.00 feet and a Central Angle of 04°16'56"; thence Southeasterly along the arc, a distance of 549.09 feet, (Chord Bearing = S62°26'35"E, Chord = 548.97 feet) to the Point of Beginning.

Less Alleys 5, 6 and the following Right of Ways: Fulfillment Drive, Bright Sky Drive, Peace of Mind Avenue and Clear Sky Drive, all part of TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida.

Containing 29.27 acres, more or less.

JOHNSTON'S SURVEYING INC.
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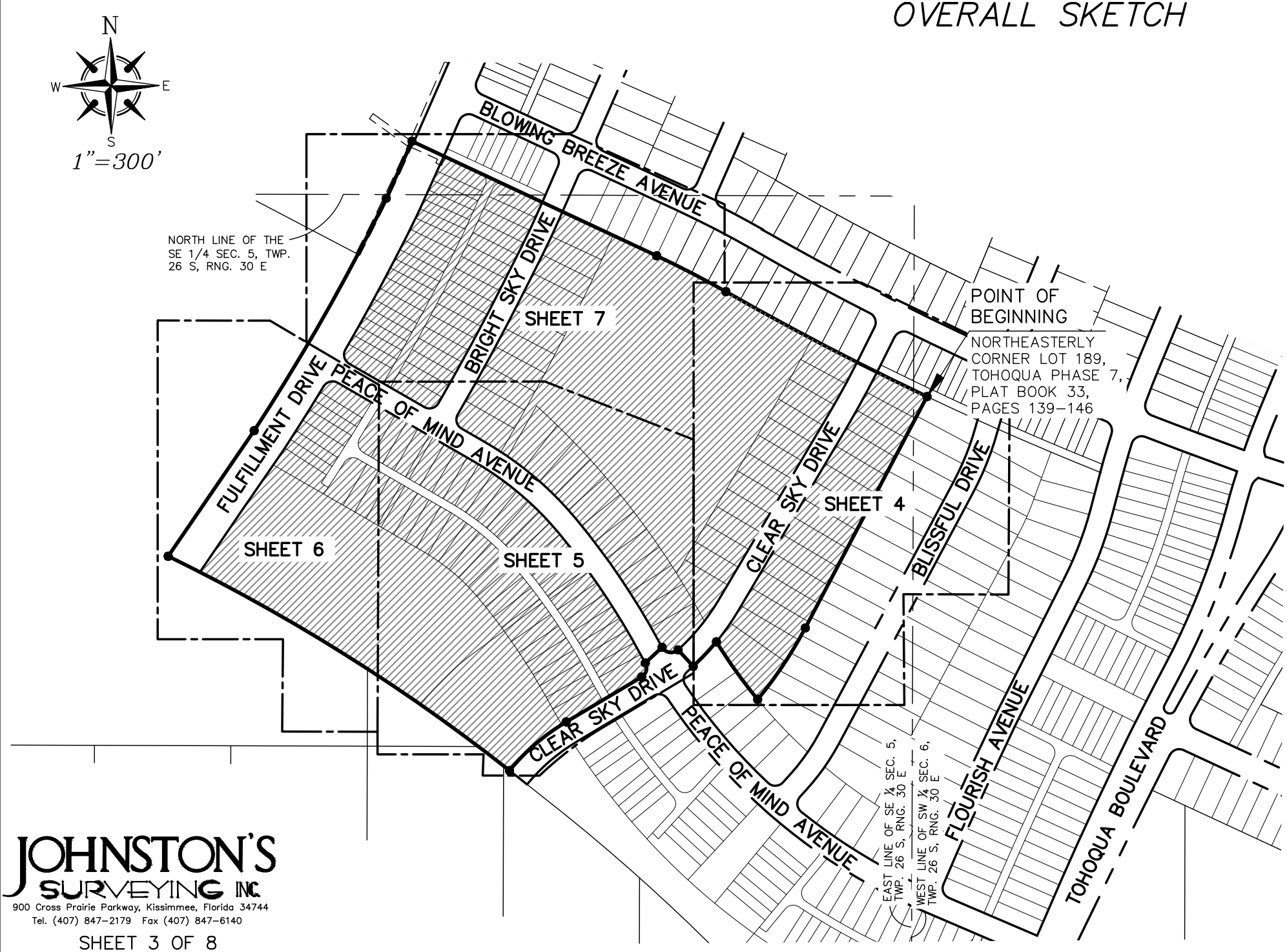
OVERALL SKETCH



JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
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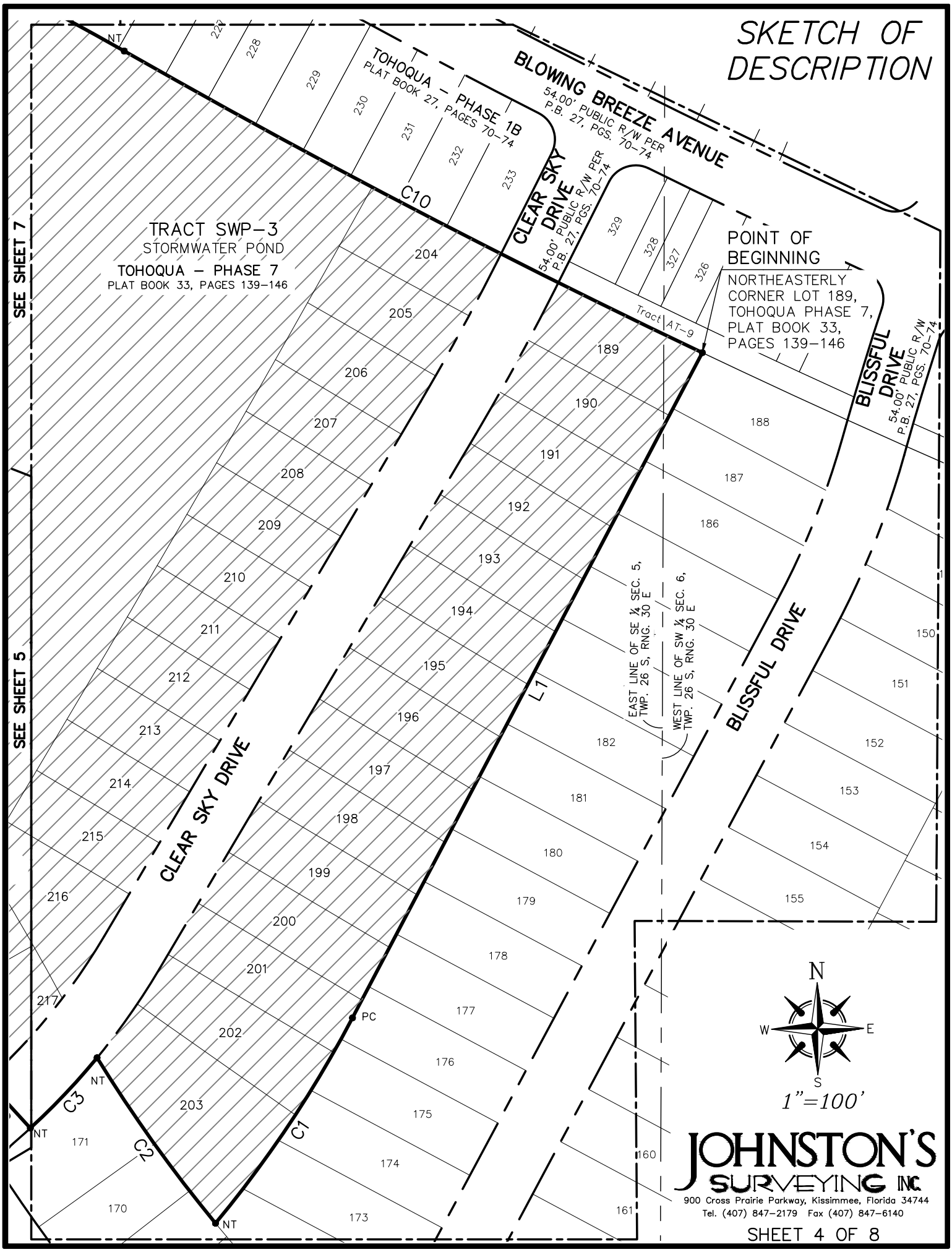
SKETCH OF DESCRIPTION



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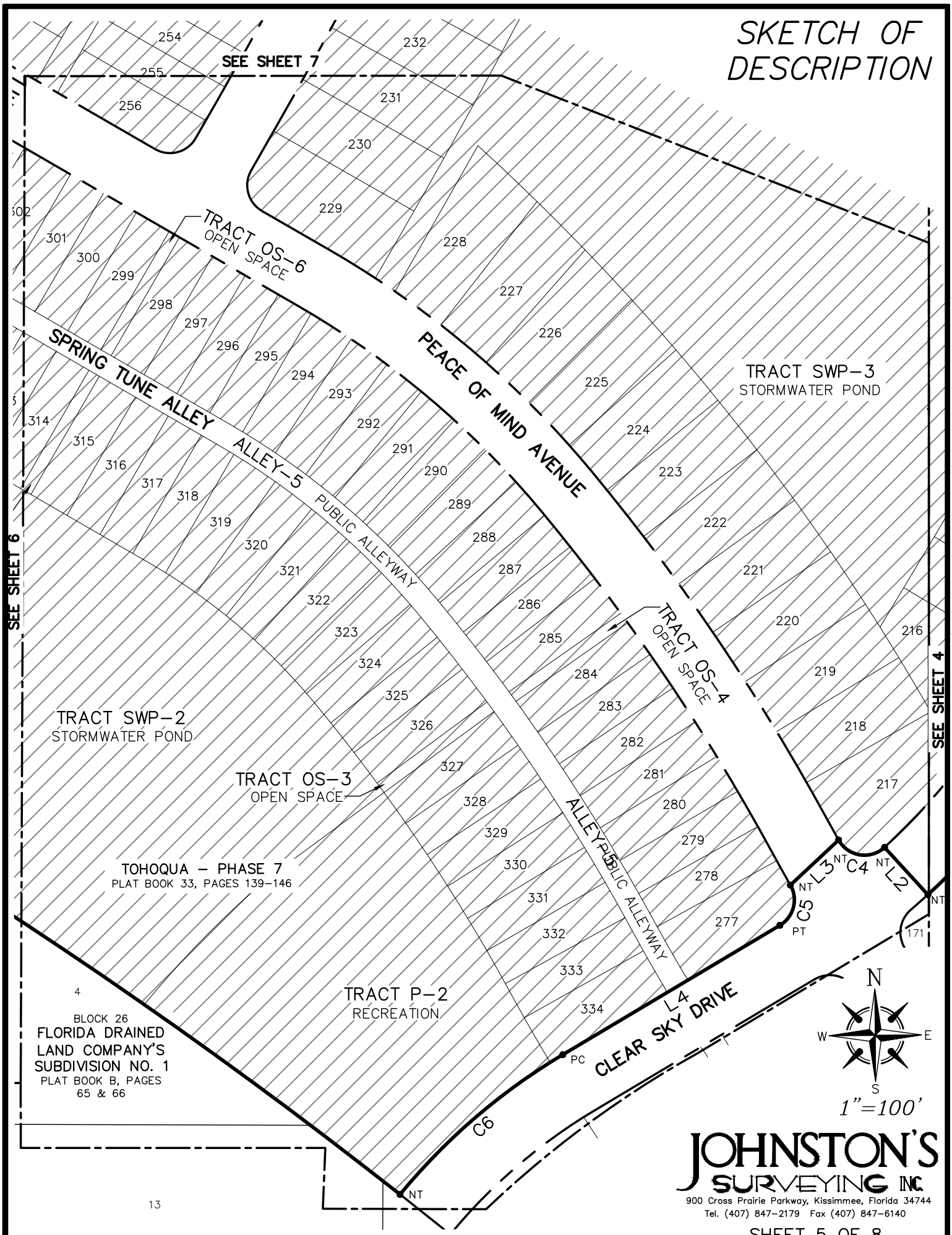
SKETCH OF DESCRIPTION



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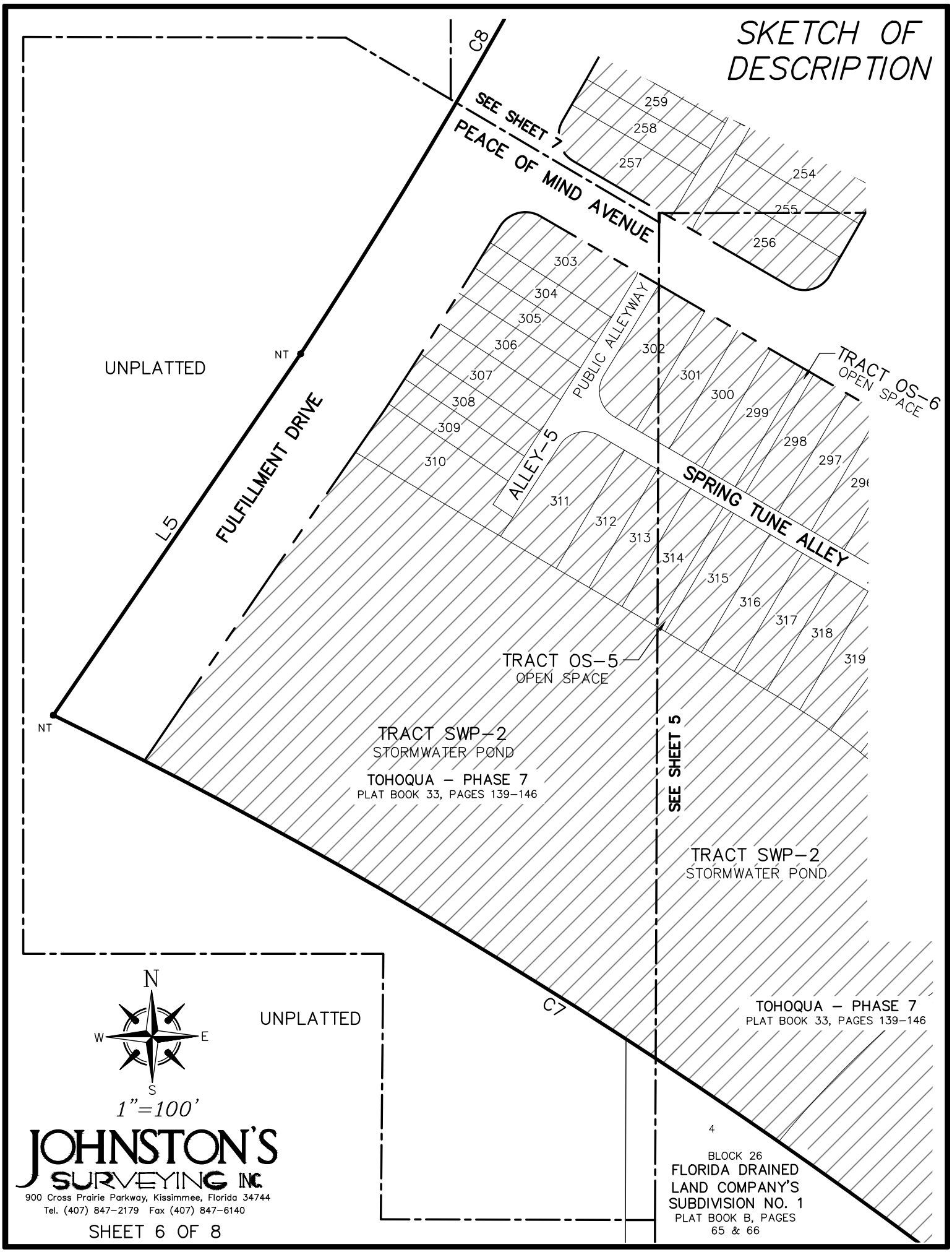
SKETCH OF DESCRIPTION



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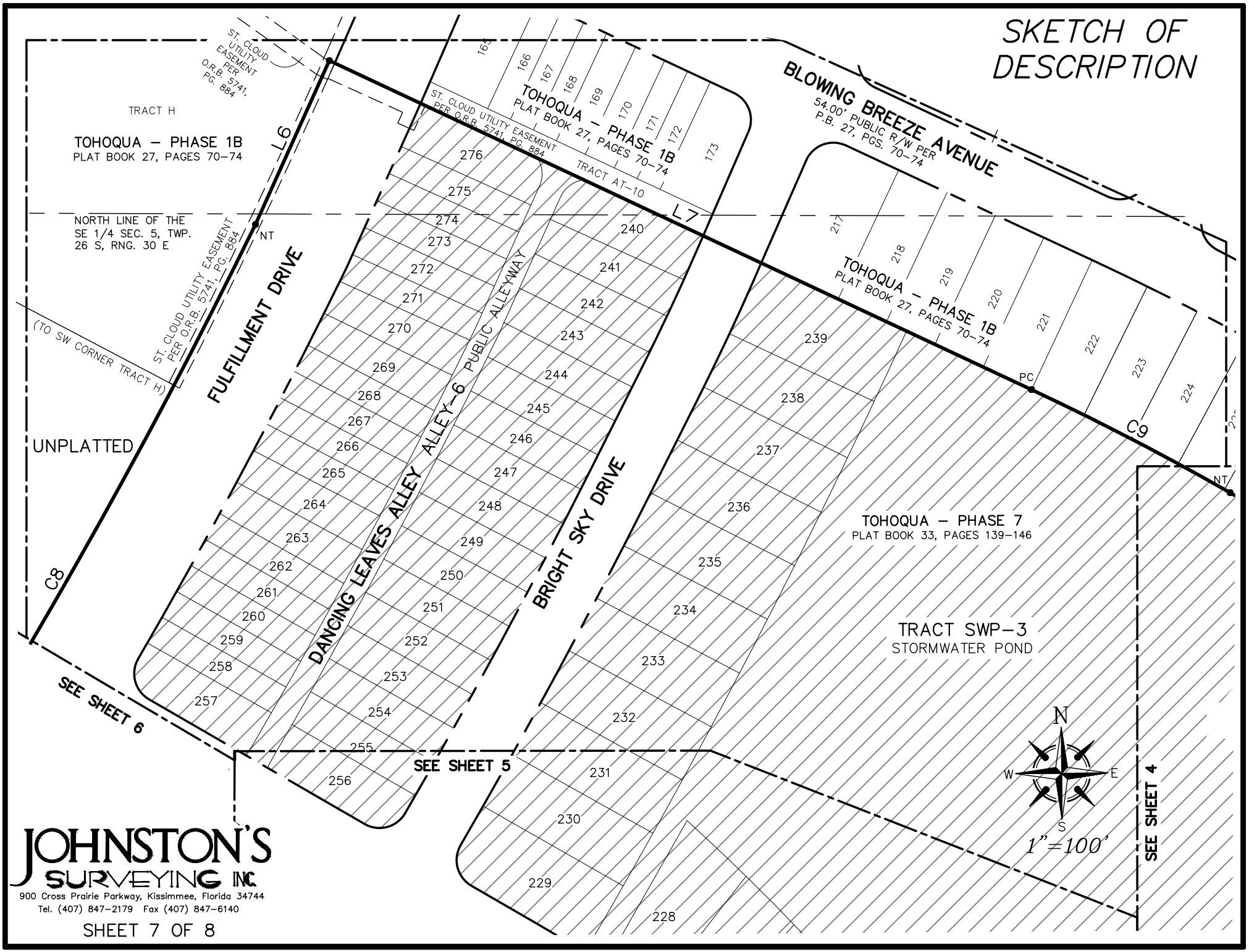
SKETCH OF DESCRIPTION



JOHNSTON'S SURVEYING INC.
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Tel. (407) 847–2179 Fax (407) 847–6140

LINE & CURVE TABLES

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	1000.00'	11°55'45"	208.20'	S33°41'59"W	207.83'
C2	1253.00'	7°50'25"	171.46'	N35°35'51"W	171.32'
C3	589.00'	7°56'54"	81.71'	S43°29'12"W	81.64'
C4	25.00'	103°16'18"	45.06'	N80°54'12"W	39.20'
C5	25.00'	89°00'48"	38.84'	S14°42'30"W	35.05'
C6	527.00'	19°43'45"	181.47'	S49°21'02"W	180.57'
C7	4569.32'	12°15'13"	977.23'	N57°52'09"W	975.37'
C8	5211.75'	7°07'03"	647.42'	N29°35'43"E	647.00'
C9	2353.00'	4°35'36"	188.64'	S62°35'55"E	188.59'
C10	7347.00'	4°16'56"	549.09'	S62°26'35"E	548.97'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S27°44'07"W	632.85'
L2	N42°32'21"W	54.00'
L3	S46°57'41"W	55.54'
L4	S59°12'54"W	212.69'
L5	N34°23'52"E	368.47'
L6	N24°16'34"E	151.46'
L7	S64°53'43"E	653.83'

JOHNSTON'S SURVEYING INC.
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Toho Project Name:_____
Toho Project #: _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Tohoqua Community Development District, a local unit of special-purpose government established and created pursuant to Chapter 190, *Florida Statutes* (the "Seller"), for and in consideration of the sum of Ten Dollars ($10.00) in lawful money (and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged) to it paid by the Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature ("Toho"), has granted, bargained, sold, transferred, set over and delivered, and by these presents does hereby grant, bargain, sell, transfer, set over and deliver unto Toho, its successors and assigns, all the goods, rights, title, interests, chattels and improvements owned by Seller which are used or held for use by Seller exclusively in connection with those water and/or wastewater systems of Seller located on the property described on **Exhibit "A"** attached hereto and incorporated herein by this reference, consisting of all water, wastewater, and reclaimed water lines and other related utility facilities (collectively the "Utility System") constructed and used in connection with the provision of water, wastewater, and reclaimed water utility services. The assets being conveyed hereunder shall hereinafter be referred to as the "Utility Assets."

TO HAVE AND TO HOLD the same unto Toho, its successors and assigns to its and their own use and benefit forever, from and after the date hereof.

Seller represents and warrants to Toho that (i) Seller is the sole owner of and has good and marketable title to the Utility Assets, free and clear of all liens, encumbrances, claims and demands; (ii) Seller has not previously sold or assigned the Utility Assets to any other party; and (iii) Seller will freely and fully warrant and defend the Utility Assets against the lawful claims of any person claiming by, through, or under the Seller.

Seller hereby assigns any and all warranties and guaranties it possesses from any third parties relating to the construction and/or installation of the Utility Assets, to the extent such warranties and guaranties are assignable.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Seller has caused this instrument to be executed as of the date and year written below.

SELLER:

Tohoqua Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*

By: _____

Printed Name: Andre Vidrine

Title: Chairman

Address: 401 BERRY AVE.
WINTER PARK
ORLANDO, FL 32789

Date: 11/8/2024

STATE OF FLORIDA
COUNTY OF ~~OSCEOLA~~ ORANGE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 8th day of Nov, 2024, by Andre Vidrine, as Chairman of the Tohoqua Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, who is personally known to me or has produced FL DL as identification.

(Stamp below)

Notary Public State of Florida
Talena Harrington
My Commission HH 131372
Expires 05/19/2025

_____
Notary Public

Printed Name: Talena Harrington

My Commission No. HH131372

My Commission Expires: 5/19/2025

Exhibit “A”

LEGAL DESCRIPTION OF THE REAL PROPERTY

[See attached.]

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

All of Lots 65 through 80, 88 through 123, 125 through 129, 148 through 188, Tracts P–1 and OS–2, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida, also being described as follows:

Begin at the Northwest corner of Lot 188, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, pages 139 through 146 of the Public Records of Osceola County, Florida, said point being a Point of Curvature of a curve, Concave to the Northeast, having a Radius of 7,347.00 feet and a Central Angle of 02°33'49"; thence Southeasterly along the arc, a distance of 328.72 feet (Chord Bearing = S65°51'57"E, Chord = 328.69 feet) to a Point of Non Tangency; thence S20°06'18"W, a distance of 137.60 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 500.00 feet and a Central Angle of 07°57'14"; thence run Southwesterly along the Arc of said curve, a distance of 69.41 feet (Chord Bearing = S24°04'56"W, Chord = 69.36 feet) to a Point of Tangency; thence S28°03'33"W, a distance of 746.65 feet to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 05°09'49"; thence run Southeasterly along the arc of said curve, a distance of 112.93 feet (Chord Bearing = S59°31'02"E, Chord = 112.89 feet) to a Point of Non Tangency; thence S27°54'03"W, a distance of 120.00 feet; thence S11°31'19"W, a distance of 56.19 feet; thence S27°15'53"W, a distance of 115.00 feet; thence S37°32'47"W, a distance of 20.32 feet to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,562.00 feet and a Central Angle of 04°11'10"; thence run Southeasterly along the arc of said curve, a distance of 114.12 feet (Chord Bearing = S64°41'43"E, Chord = 114.10 feet) to a Point of Tangency; thence S66°47'18"E, a distance of 110.29 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 88°40'30"; thence run Southerly along the Arc of said curve, a distance of 38.69 feet (Chord Bearing = S22°27'03"E, Chord = 34.94 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 9,176.75 feet and a Central Angle of 00°33'57"; thence Southerly along the arc, a distance of 90.61 feet, (Chord Bearing = S21°36'14"W, Chord = 90.61 feet) to a Point of Non Tangency; thence N66°47'18"W, a distance of 137.83 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 1,677.00 feet and a Central Angle of 12°21'03"; thence run Northwesterly along the Arc of said curve, a distance of 361.50 feet

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

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

REQUESTED BY: LENNAR

S–L 7–1B

DATE OF SKETCH 10/21/2024	REVISIONS
SCALE 1" = 100'	
F.B. PAGE	
SECTIONS 05 & 06	
TWP. 26 S., RNG. 30 E.	
JOB NO. 21–439	SHEET 1 OF 6

JOHNSTON'S SURVEYING INC.
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10/23/2024

RICHARD D. BROWN, P.S.M #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

(Chord Bearing = N60°36'46"W, Chord = 360.80 feet) to a Point of Non Tangency; thence S39°39'57"W, a distance of 93.94 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 4,679.77 feet and a Central Angle of 04°04'56"; thence run Northwesterly along the arc of said curve, a distance of 333.43 feet (Chord Bearing = N46°32'07"W, Chord = 333.36 feet) to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 4,533.54 feet and a Central Angle of 03°26'25"; thence run Northwesterly along the arc of said curve, a distance of 272.21 feet (Chord Bearing = N50°16'48"W, Chord = 272.17 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 4,953.13 feet and a Central Angle of 00°44'27"; thence Northwesterly along the arc, a distance of 64.04 feet, (Chord Bearing = N51°37'47"W, Chord = 64.04 feet) to a Point of Reverse Curve, Concave to the Southwest, having a Radius of 4,569.32 feet and a Central Angle of 00°28'59"; thence Northwesterly along the arc, a distance of 38.52 feet, (Chord Bearing = N51°30'03"W, Chord = 38.52 feet) to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 527.00 feet and a Central Angle of 19°43'45"; thence run Northeasterly along the arc of said curve, a distance of 181.47 feet (Chord Bearing = N49°21'02"E, Chord = 180.57 feet) to a Point of Tangency; thence N59°12'54"E, a distance of 212.69 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 89°00'48"; thence run Northerly along the Arc of said curve, a distance of 38.84 feet (Chord Bearing = N14°42'30"E, Chord = 35.05 feet) to a Point of Non Tangency; thence N46°57'41"E, a distance of 55.54 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 103°16'18"; thence run Easterly along the arc of said curve, a distance of 45.06 feet (Chord Bearing = S80°54'12"E, Chord = 39.20 feet) to a Point of Non Tangency; thence S42°32'21"E, a distance of 54.00 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 589.00 feet and a Central Angle of 07°56'54"; thence run Northeasterly along the arc of said curve, a distance of 81.71 feet (Chord Bearing = N43°29'12"E, Chord = 81.64 feet) to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 07°50'25"; thence run Southeasterly along the arc of said curve, a distance of 171.46 feet (Chord Bearing = S35°35'51"E, Chord = 171.32 feet) to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 1,000.00 feet and a Central Angle of 11°55'45"; thence run Northeasterly along the arc of said curve, a distance of 208.20 feet (Chord Bearing = N33°41'59"E, Chord = 207.83 feet) to a Point of Tangency; thence N27°44'07"E, a distance of 632.85 feet to the Point of Beginning.

Less Alley Tracts 3, 4 and the following Right of Ways: Peace of Mind Avenue, Clear Sky Drive and Blissful Drive, all part of TOHOQUA - PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida.

Containing 14.14 acres, more or less.

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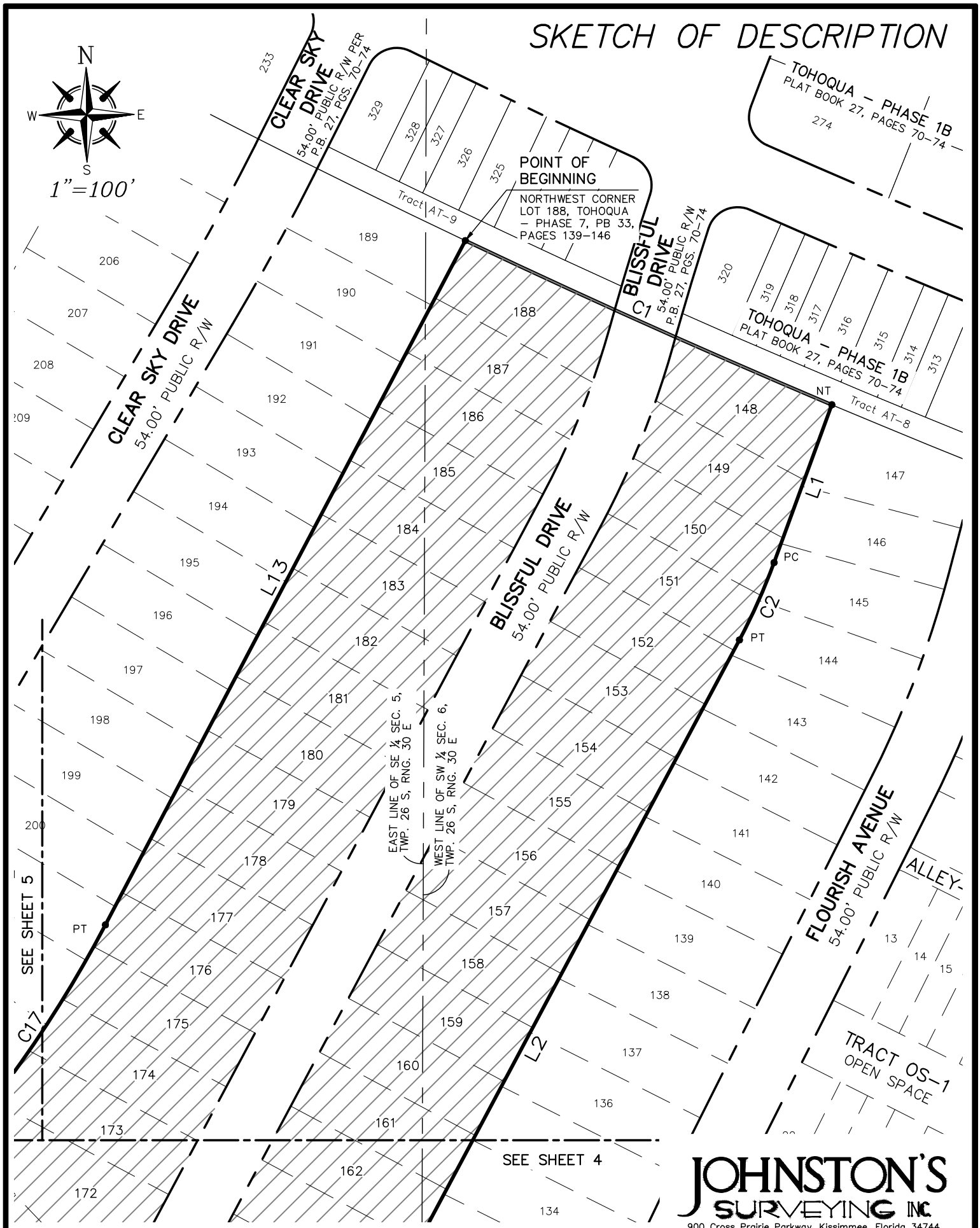
SKETCH OF DESCRIPTION



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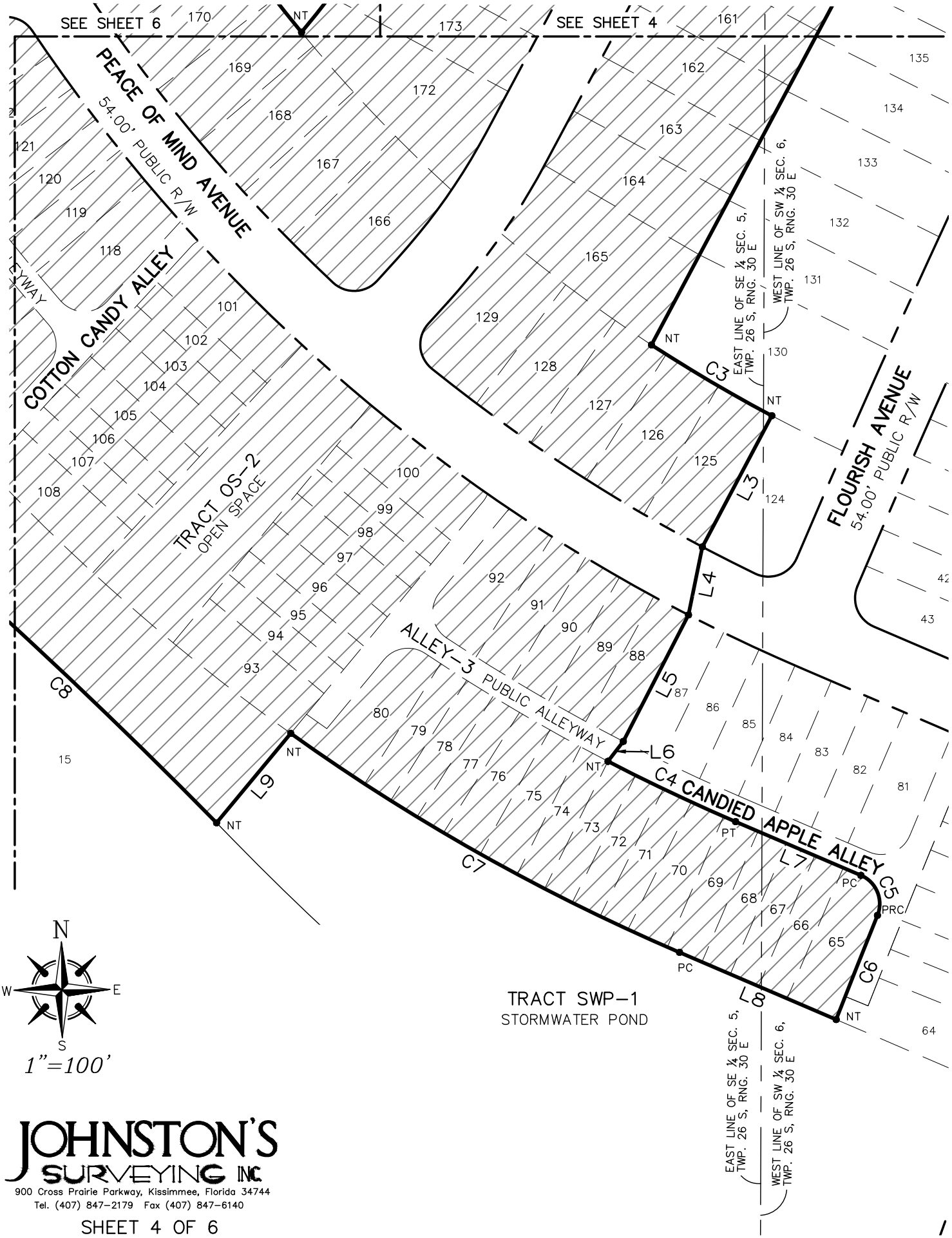

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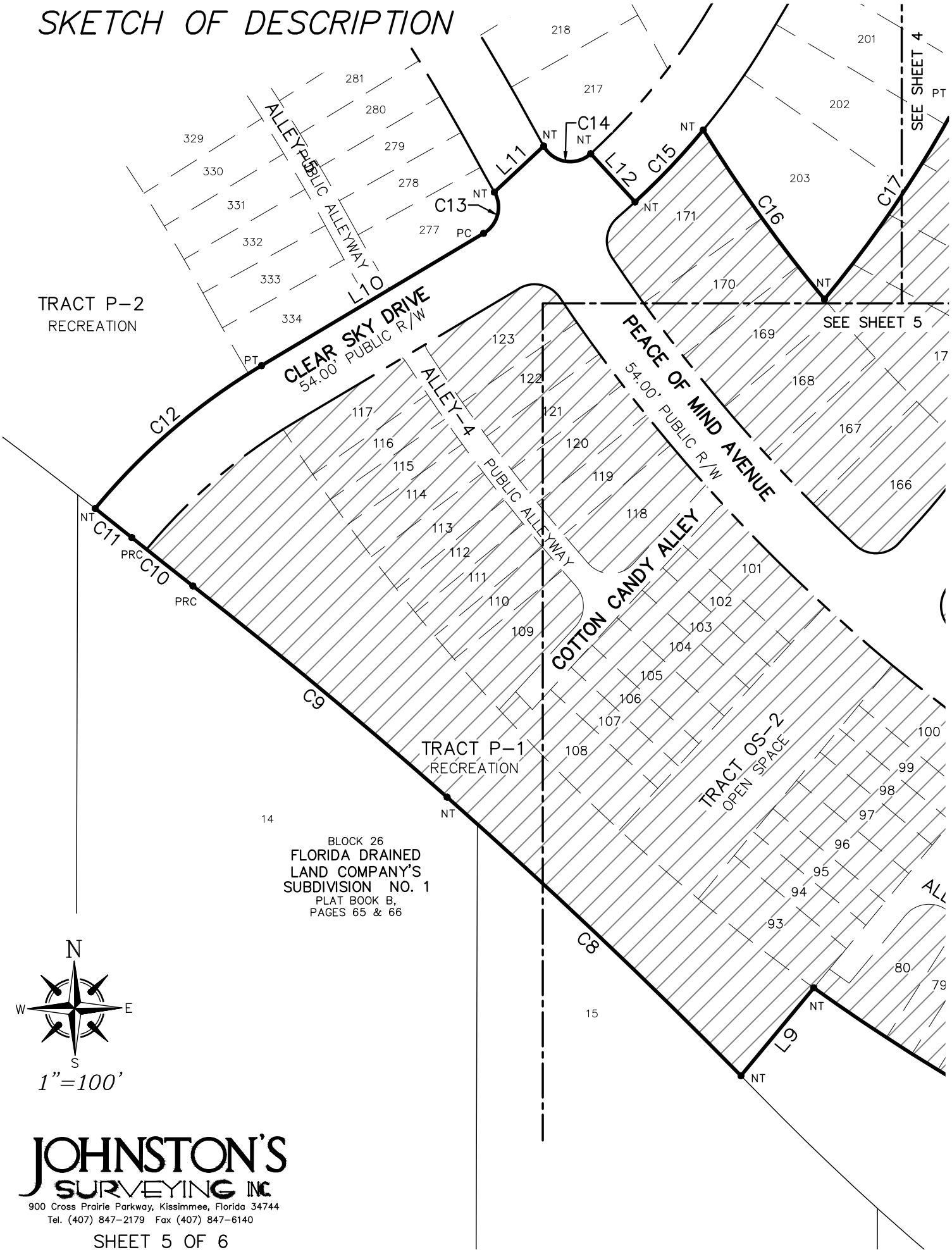

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Tel. (407) 847-2179 Fax (407) 847-6140

LINE & CURVE TABLES

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	7347.00'	2°33'49"	328.72'	S65°51'57"E	328.69'
C2	500.00'	7°57'14"	69.41'	S24°04'56"W	69.36'
C3	1253.00'	5°09'49"	112.93'	S59°31'02"E	112.89'
C4	1562.00'	4°11'10"	114.12'	S64°41'43"E	114.10'
C5	25.00'	88°40'30"	38.69'	S22°27'03"E	34.94'
C6	9176.75'	0°33'57"	90.61'	S21°36'14"W	90.61'
C7	1677.00'	12°21'03"	361.50'	N60°36'46"W	360.80'
C8	4679.77'	4°04'56"	333.43'	N46°32'07"W	333.36'
C9	4533.54'	3°26'25"	272.21'	N50°16'48"W	272.17'
C10	4953.13'	0°44'27"	64.04'	N51°37'47"W	64.04'
C11	4569.32'	0°28'59"	38.52'	N51°30'03"W	38.52'
C12	527.00'	19°43'45"	181.47'	N49°21'02"E	180.57'
C13	25.00'	89°00'48"	38.84'	N14°42'30"E	35.05'
C14	25.00'	103°16'18"	45.06'	S80°54'12"E	39.20'
C15	589.00'	7°56'54"	81.71'	N43°29'12"E	81.64'
C16	1253.00'	7°50'25"	171.46'	S35°35'51"E	171.32'
C17	1000.00'	11°55'45"	208.20'	N33°41'59"E	207.83'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S20°06'18"W	137.60'
L2	S28°03'33"W	746.65'
L3	S27°54'03"W	120.00'
L4	S11°31'19"W	56.19'
L5	S27°15'53"W	115.00'
L6	S37°32'47"W	20.32'
L7	S66°47'18"E	110.29'
L8	N66°47'18"W	137.83'
L9	S39°39'57"W	93.94'
L10	N59°12'54"E	212.69'
L11	N46°57'41"E	55.54'
L12	S42°32'21"E	54.00'
L13	N27°44'07"E	632.85'

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

Toho Project Name:_____
Toho Project #: _____

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS:

That Tohoqua Community Development District, a local unit of special-purpose government established and created pursuant to Chapter 190, *Florida Statutes* (the "Seller"), for and in consideration of the sum of Ten Dollars ($10.00) in lawful money (and other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged) to it paid by the Tohopekaliga Water Authority, an independent special district established and created pursuant to Chapter 189, Florida Statutes, by special act of the Florida Legislature ("Toho"), has granted, bargained, sold, transferred, set over and delivered, and by these presents does hereby grant, bargain, sell, transfer, set over and deliver unto Toho, its successors and assigns, all the goods, rights, title, interests, chattels and improvements owned by Seller which are used or held for use by Seller exclusively in connection with those water and/or wastewater systems of Seller located on the property described on **Exhibit "A"** attached hereto and incorporated herein by this reference, consisting of all water, wastewater, and reclaimed water lines and other related utility facilities (collectively the "Utility System") constructed and used in connection with the provision of water, wastewater, and reclaimed water utility services. The assets being conveyed hereunder shall hereinafter be referred to as the "Utility Assets."

TO HAVE AND TO HOLD the same unto Toho, its successors and assigns to its and their own use and benefit forever, from and after the date hereof.

Seller represents and warrants to Toho that (i) Seller is the sole owner of and has good and marketable title to the Utility Assets, free and clear of all liens, encumbrances, claims and demands; (ii) Seller has not previously sold or assigned the Utility Assets to any other party; and (iii) Seller will freely and fully warrant and defend the Utility Assets against the lawful claims of any person claiming by, through, or under the Seller.

Seller hereby assigns any and all warranties and guaranties it possesses from any third parties relating to the construction and/or installation of the Utility Assets, to the extent such warranties and guaranties are assignable.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

Seller has caused this instrument to be executed as of the date and year written below.

SELLER:

Tohoqua Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*

By: _____

Printed Name: Andre Vidrine

Title: Chairman

Address: 401 BEZOIT AVE.
WINTER PARK
ORLANDO, FL 32789

Date: 11/8/2024

STATE OF FLORIDA
COUNTY OF ~~OSCEOLA~~ ORANGE (AV)

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this 8th day of Nov, 2024, by Andre Vidrine, as Chairman of the Tohoqua Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, who is personally known to me or has produced FL DL as identification.

(Stamp below)

_____
Notary Public

Printed Name: Talena Harrington

My Commission No. HH131372

My Commission Expires: 5/19/2025

Notary Public State of Florida
Talena Harrington
My Commission HH 131372
Expires 05/19/2025

Exhibit “A”

LEGAL DESCRIPTION OF THE REAL PROPERTY

[See attached.]

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

All of Lots 189 through 334, Tracts OS–3, OS–4, OS–5, OS–6, P–2, SW–P2 and SWP–3, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida, also being described as follows:

Begin at the Northeasterly corner of Lot 189, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, pages 139 through 146 of the Public Records of Osceola County, Florida; thence S27°44'07"W, a distance of 632.85 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 1,000.00 feet and a Central Angle of 11°55'45"; thence run Southwesterly along the Arc of said curve, a distance of 208.20 feet (Chord Bearing = S33°41'59"W, Chord = 207.83 feet) to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 07°50'25"; thence run Northwesterly along the arc of said curve, a distance of 171.46 feet (Chord Bearing = N35°35'51"W, Chord = 171.32 feet) to a Point on a Non–Tangent Curve, Concave to the Northwest, having a Radius of 589.00 feet and a Central Angle of 07°56'54"; thence run Southwesterly along the arc of said curve, a distance of 81.71 feet (Chord Bearing = S43°29'12"W, Chord = 81.64 feet) to a Point of Non Tangency; thence N42°32'21"W, a distance of 54.00 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 103°16'18"; thence run Westerly along the arc of said curve, a distance of 45.06 feet (Chord Bearing = N80°54'12"W, Chord = 39.20 feet) to a Point of Non Tangency; thence S46°57'41"W, a distance of 55.54 feet to a Point on a Non–Tangent Curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 89°00'48"; thence run Southerly along the arc of said curve, a distance of 38.84 feet (Chord Bearing = S14°42'30"W, Chord = 35.05 feet) to a Point of Tangency; thence S59°12'54"W, a distance of 212.69 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 527.00 feet and a Central Angle of 19°43'45"; thence run Southwesterly along the Arc of said curve, a distance of 181.47 feet (Chord Bearing = S49°21'02"W, Chord = 180.57 feet) to a Point on a Non–Tangent Curve, Concave to the Southwest, having a Radius of 4,569.32 feet and a Central Angle of 12°15'13"; thence run Northwesterly along the arc of said curve, a distance of 977.23 feet (Chord Bearing = N57°52'09"W, Chord = 975.37 feet); thence N34°23'52"E, a

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

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

REQUESTED BY: LENNAR

S–L 7–2A & 2B COMBINED

DATE OF SKETCH 10/21/2024	REVISIONS
SCALE 1" = 100'	
F.B. PAGE	
SECTIONS 05 & 06	
TWP. 26 S., RNG. 30 E.	
JOB NO. 21–439	SHEET 1 OF 8

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847–2179 Fax (407) 847–6140

10/23/2024

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

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION (continued):

distance of 368.47 feet to a Point on a Non–Tangent Curve, Concave to the Northwest, having a Radius of 5,211.75 feet and a Central Angle of 07°07'03"; thence run Northeasterly along the arc of said curve, a distance of 647.42 feet (Chord Bearing = N29°35'43"E, Chord = 647.00 feet) to a Point of Non Tangency; thence N24°16'34"E, a distance of 151.46 feet; thence S64°53'43"E, a distance of 653.83 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 2,353.00 feet and a Central Angle of 04°35'36"; thence run Southeasterly along the Arc of said curve, a distance of 188.64 feet (Chord Bearing = S62°35'55"E, Chord = 188.59 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 7,347.00 feet and a Central Angle of 04°16'56"; thence Southeasterly along the arc, a distance of 549.09 feet, (Chord Bearing = S62°26'35"E, Chord = 548.97 feet) to the Point of Beginning.

Less Alleys 5, 6 and the following Right of Ways: Fulfillment Drive, Bright Sky Drive, Peace of Mind Avenue and Clear Sky Drive, all part of TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida.

Containing 29.27 acres, more or less.

JOHNSTON'S SURVEYING INC.
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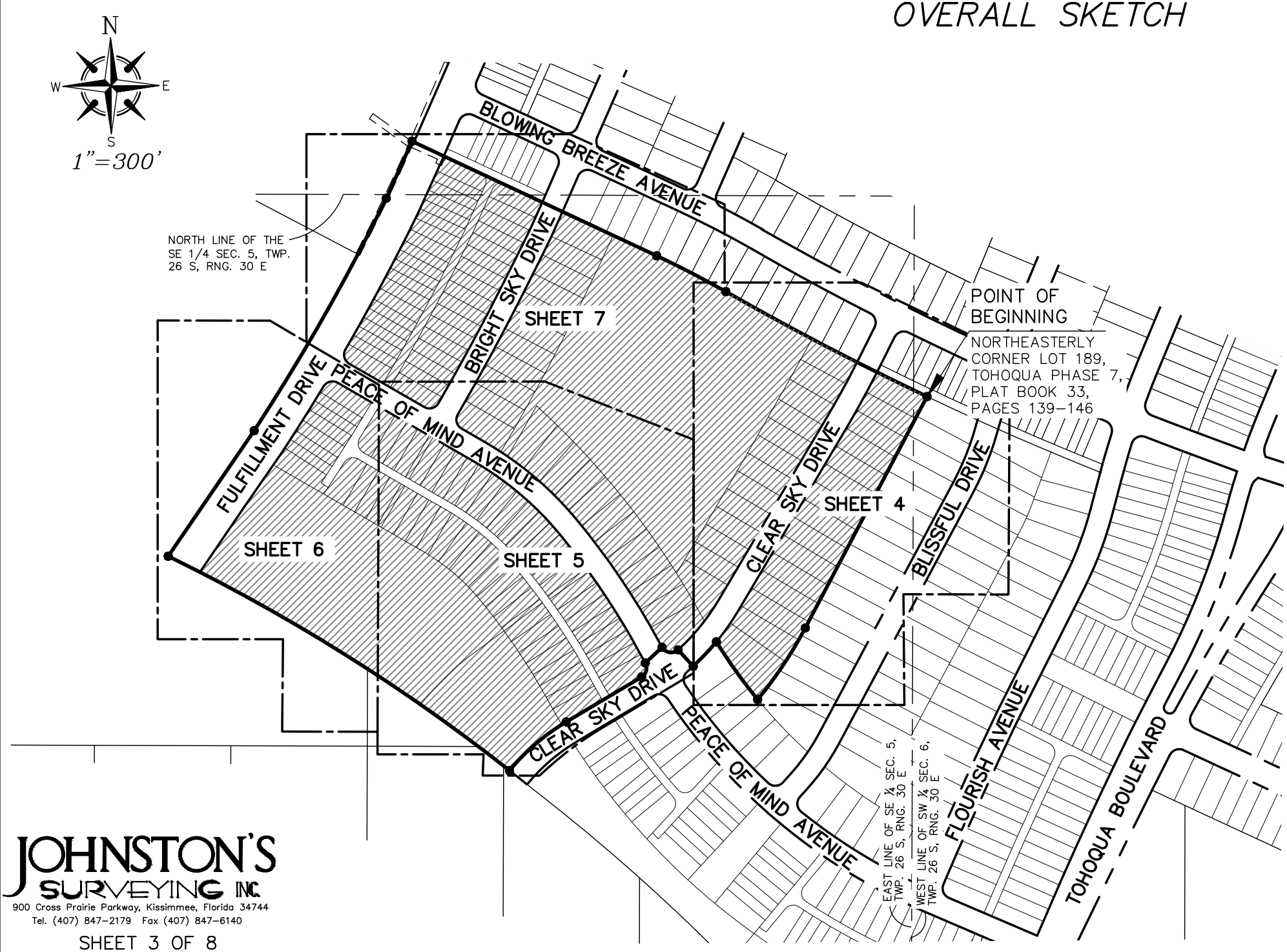
Tel. (407) 847–2179 Fax (407) 847–6140

OVERALL SKETCH



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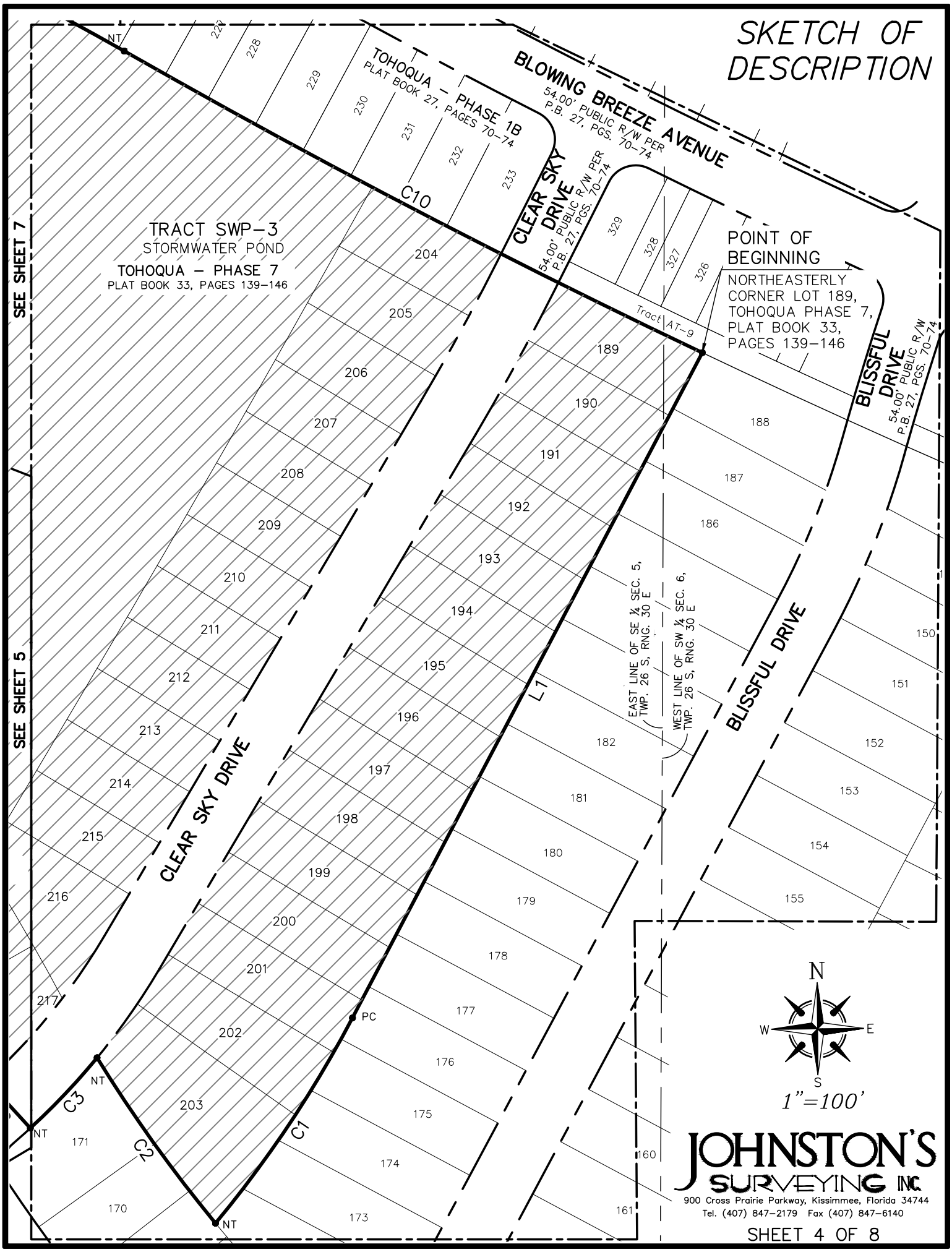
SKETCH OF DESCRIPTION



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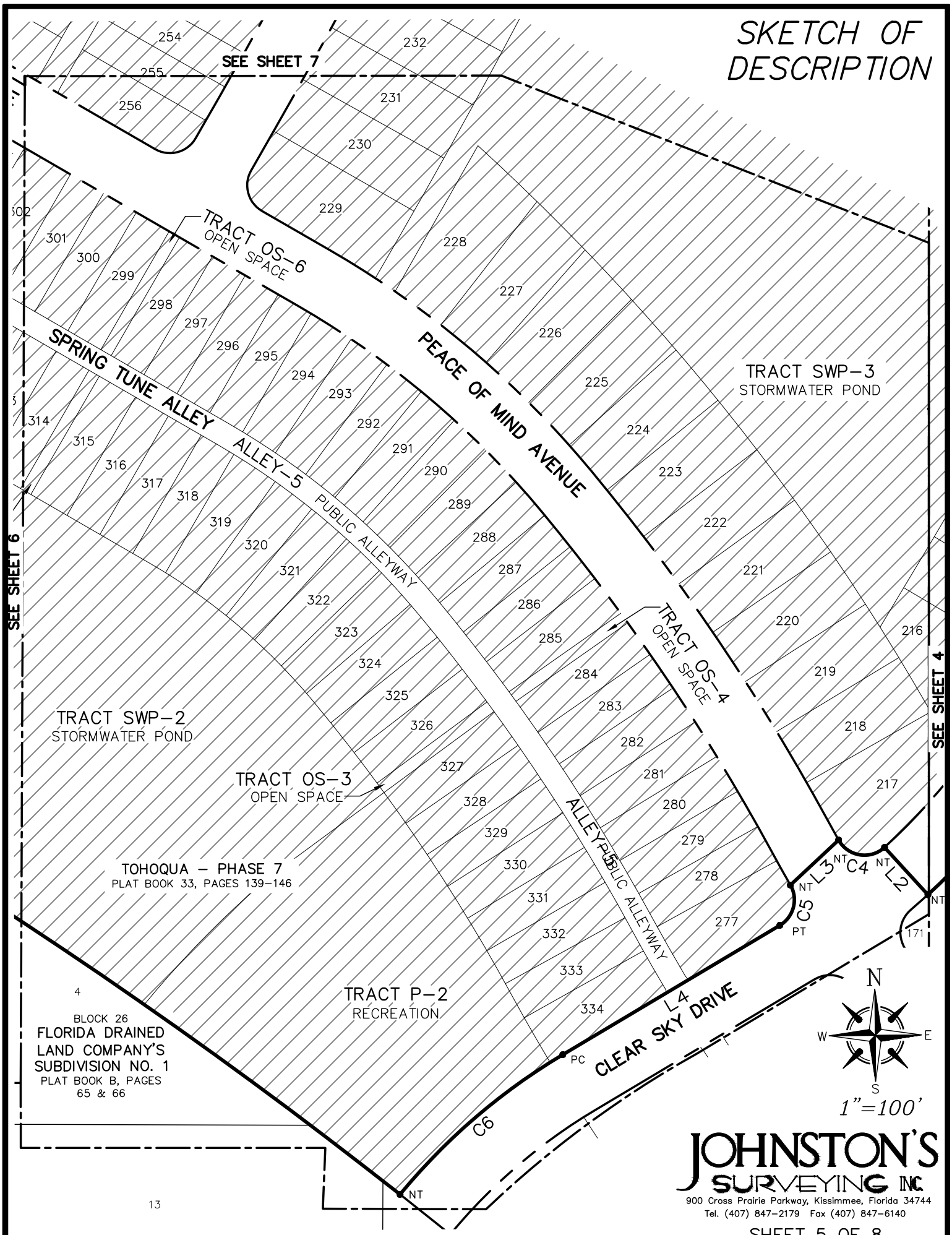

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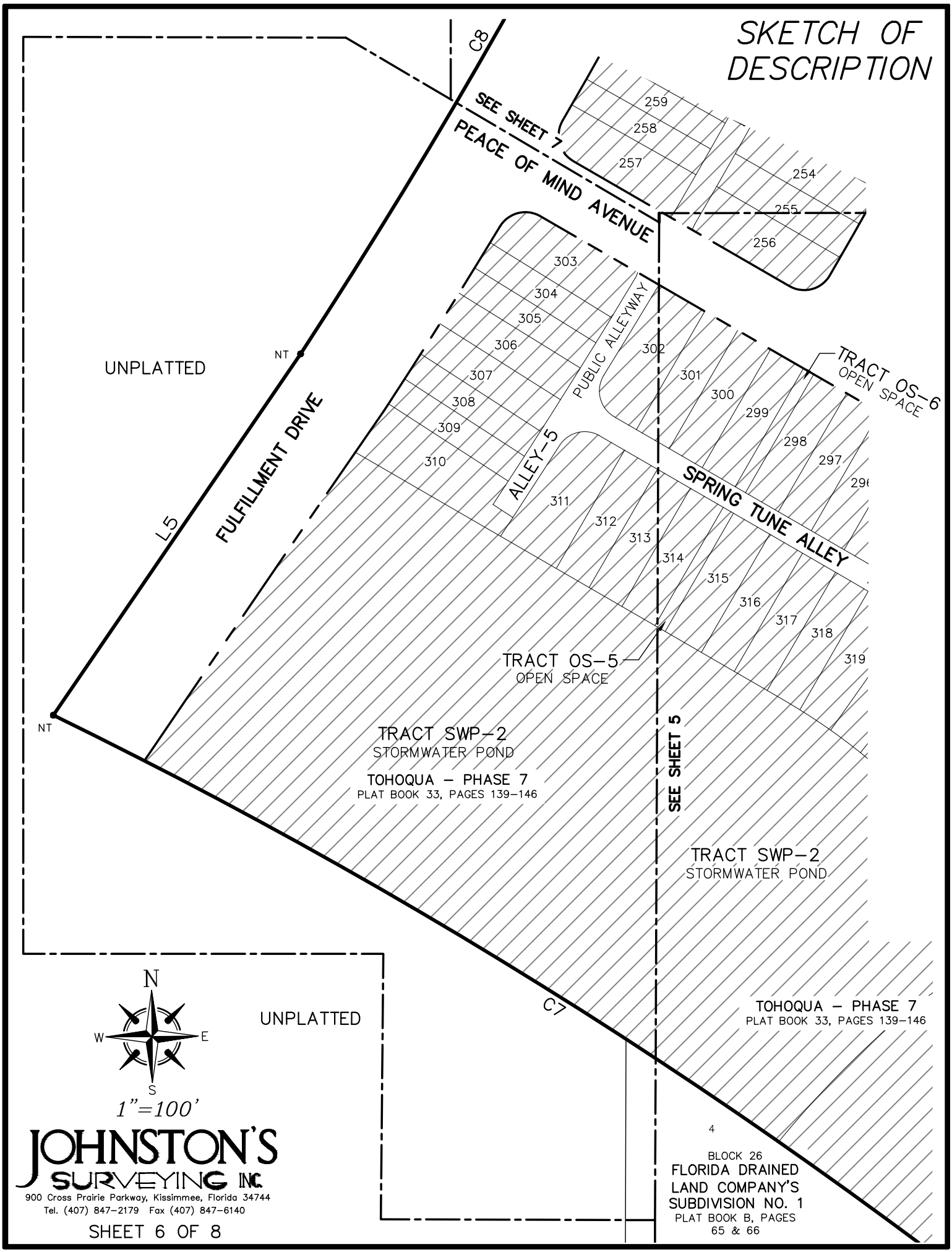

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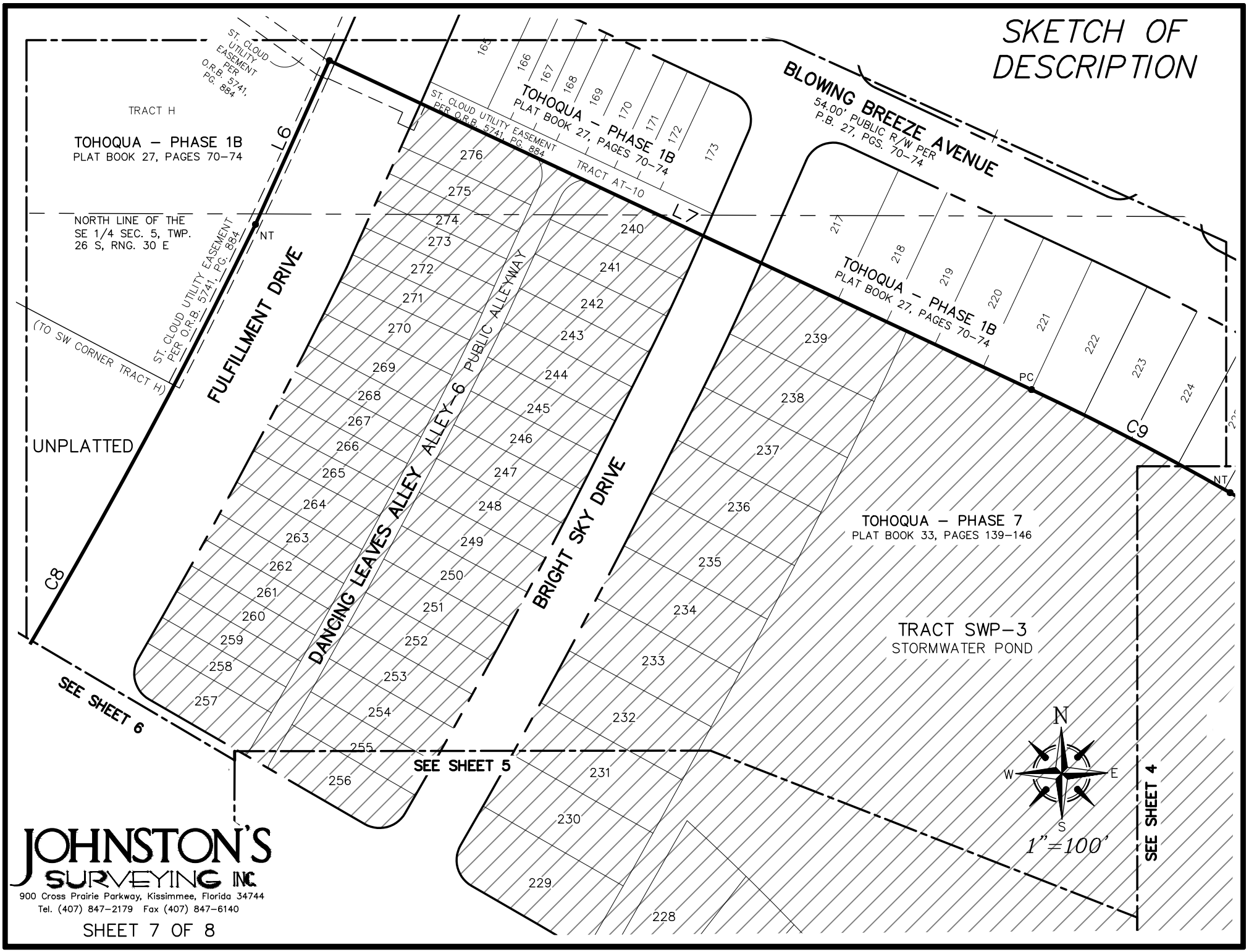

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LINE & CURVE TABLES

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	1000.00'	11°55'45"	208.20'	S33°41'59"W	207.83'
C2	1253.00'	7°50'25"	171.46'	N35°35'51"W	171.32'
C3	589.00'	7°56'54"	81.71'	S43°29'12"W	81.64'
C4	25.00'	103°16'18"	45.06'	N80°54'12"W	39.20'
C5	25.00'	89°00'48"	38.84'	S14°42'30"W	35.05'
C6	527.00'	19°43'45"	181.47'	S49°21'02"W	180.57'
C7	4569.32'	12°15'13"	977.23'	N57°52'09"W	975.37'
C8	5211.75'	7°07'03"	647.42'	N29°35'43"E	647.00'
C9	2353.00'	4°35'36"	188.64'	S62°35'55"E	188.59'
C10	7347.00'	4°16'56"	549.09'	S62°26'35"E	548.97'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S27°44'07"W	632.85'
L2	N42°32'21"W	54.00'
L3	S46°57'41"W	55.54'
L4	S59°12'54"W	212.69'
L5	N34°23'52"E	368.47'
L6	N24°16'34"E	151.46'
L7	S64°53'43"E	653.83'

JOHNSTON'S SURVEYING INC.
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AGREEMENT REGARDING TAXES

Tohoqua Community Development District (Phase 7-1B, Phase 7-2A and Phase 7-2B)

THIS AGREEMENT REGARDING TAXES ("Agreement") is entered into this ___ day of November, 2024, by and between **LENNAR HOMES, LLC**, a Florida limited liability company, whose principal address is 5505 Waterford District Drive, Miami, Florida 33126 (the "Developer"), and the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the "District").

WITNESSETH

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

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

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;

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;

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 2023 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 2024.

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 2024, 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 (Phase 7-1B, Phase 7-2A and Phase 7-2B)

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

WITNESSES:

X _____

Print: _____

X _____

Print: _____

LENNAR HOMES, LLC, a Florida limited liability company

By: _____

Print: Mark McDonald

Title: Vice President

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Tohoqua Community Development District (Phase 7-1B, Phase 7-2A and Phase 7-2B)

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT,
a Florida community development district

ATTEST

X _____

Print: _____
Secretary/Asst. Secretary

By: _____

Print: Andre Vidrine

Title: Chairman

EXHIBIT "A"

DESCRIPTION OF THE IMPROVEMENTS

IMPROVEMENTS

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

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

[See attached.]

The foregoing Improvements can also be described as:

All the goods, rights, title, interests, chattels and improvements owned by Developer which are used or held for use by Developer exclusively in connection with those water and/or wastewater systems, consisting of all water, wastewater, and reclaimed water lines and other related utility facilities constructed and used in connection with the provision of water, wastewater, and reclaimed water utility services located on the following described property:

[See attached.]

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

All of Lots 65 through 80, 88 through 123, 125 through 129, 148 through 188, Tracts P–1 and OS–2, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida, also being described as follows:

Begin at the Northwest corner of Lot 188, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, pages 139 through 146 of the Public Records of Osceola County, Florida, said point being a Point of Curvature of a curve, Concave to the Northeast, having a Radius of 7,347.00 feet and a Central Angle of 02°33'49"; thence Southeasterly along the arc, a distance of 328.72 feet (Chord Bearing = S65°51'57"E, Chord = 328.69 feet) to a Point of Non Tangency; thence S20°06'18"W, a distance of 137.60 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 500.00 feet and a Central Angle of 07°57'14"; thence run Southwesterly along the Arc of said curve, a distance of 69.41 feet (Chord Bearing = S24°04'56"W, Chord = 69.36 feet) to a Point of Tangency; thence S28°03'33"W, a distance of 746.65 feet to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 05°09'49"; thence run Southeasterly along the arc of said curve, a distance of 112.93 feet (Chord Bearing = S59°31'02"E, Chord = 112.89 feet) to a Point of Non Tangency; thence S27°54'03"W, a distance of 120.00 feet; thence S11°31'19"W, a distance of 56.19 feet; thence S27°15'53"W, a distance of 115.00 feet; thence S37°32'47"W, a distance of 20.32 feet to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,562.00 feet and a Central Angle of 04°11'10"; thence run Southeasterly along the arc of said curve, a distance of 114.12 feet (Chord Bearing = S64°41'43"E, Chord = 114.10 feet) to a Point of Tangency; thence S66°47'18"E, a distance of 110.29 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 88°40'30"; thence run Southerly along the Arc of said curve, a distance of 38.69 feet (Chord Bearing = S22°27'03"E, Chord = 34.94 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 9,176.75 feet and a Central Angle of 00°33'57"; thence Southerly along the arc, a distance of 90.61 feet, (Chord Bearing = S21°36'14"W, Chord = 90.61 feet) to a Point of Non Tangency; thence N66°47'18"W, a distance of 137.83 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 1,677.00 feet and a Central Angle of 12°21'03"; thence run Northwesterly along the Arc of said curve, a distance of 361.50 feet

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

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THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS.
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY.
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: LENNAR

S–L 7–1B

DATE OF SKETCH 10/21/2024	REVISIONS
SCALE 1" = 100'	
F.B. PAGE	
SECTIONS 05 & 06	
TWP. 26 S., RNG. 30 E.	
JOB NO. 21–439	SHEET 1 OF 6

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847–2179 Fax (407) 847–6140

10/23/2024

RICHARD D. BROWN, P.S.M #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

(Chord Bearing = N60°36'46"W, Chord = 360.80 feet) to a Point of Non Tangency; thence S39°39'57"W, a distance of 93.94 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 4,679.77 feet and a Central Angle of 04°04'56"; thence run Northwesterly along the arc of said curve, a distance of 333.43 feet (Chord Bearing = N46°32'07"W, Chord = 333.36 feet) to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 4,533.54 feet and a Central Angle of 03°26'25"; thence run Northwesterly along the arc of said curve, a distance of 272.21 feet (Chord Bearing = N50°16'48"W, Chord = 272.17 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 4,953.13 feet and a Central Angle of 00°44'27"; thence Northwesterly along the arc, a distance of 64.04 feet, (Chord Bearing = N51°37'47"W, Chord = 64.04 feet) to a Point of Reverse Curve, Concave to the Southwest, having a Radius of 4,569.32 feet and a Central Angle of 00°28'59"; thence Northwesterly along the arc, a distance of 38.52 feet, (Chord Bearing = N51°30'03"W, Chord = 38.52 feet) to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 527.00 feet and a Central Angle of 19°43'45"; thence run Northeasterly along the arc of said curve, a distance of 181.47 feet (Chord Bearing = N49°21'02"E, Chord = 180.57 feet) to a Point of Tangency; thence N59°12'54"E, a distance of 212.69 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 89°00'48"; thence run Northerly along the Arc of said curve, a distance of 38.84 feet (Chord Bearing = N14°42'30"E, Chord = 35.05 feet) to a Point of Non Tangency; thence N46°57'41"E, a distance of 55.54 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 103°16'18"; thence run Easterly along the arc of said curve, a distance of 45.06 feet (Chord Bearing = S80°54'12"E, Chord = 39.20 feet) to a Point of Non Tangency; thence S42°32'21"E, a distance of 54.00 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 589.00 feet and a Central Angle of 07°56'54"; thence run Northeasterly along the arc of said curve, a distance of 81.71 feet (Chord Bearing = N43°29'12"E, Chord = 81.64 feet) to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 07°50'25"; thence run Southeasterly along the arc of said curve, a distance of 171.46 feet (Chord Bearing = S35°35'51"E, Chord = 171.32 feet) to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 1,000.00 feet and a Central Angle of 11°55'45"; thence run Northeasterly along the arc of said curve, a distance of 208.20 feet (Chord Bearing = N33°41'59"E, Chord = 207.83 feet) to a Point of Tangency; thence N27°44'07"E, a distance of 632.85 feet to the Point of Beginning.

Less Alley Tracts 3, 4 and the following Right of Ways: Peace of Mind Avenue, Clear Sky Drive and Blissful Drive, all part of TOHOQUA - PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida.

Containing 14.14 acres, more or less.

JOHNSTON'S SURVEYING INC.
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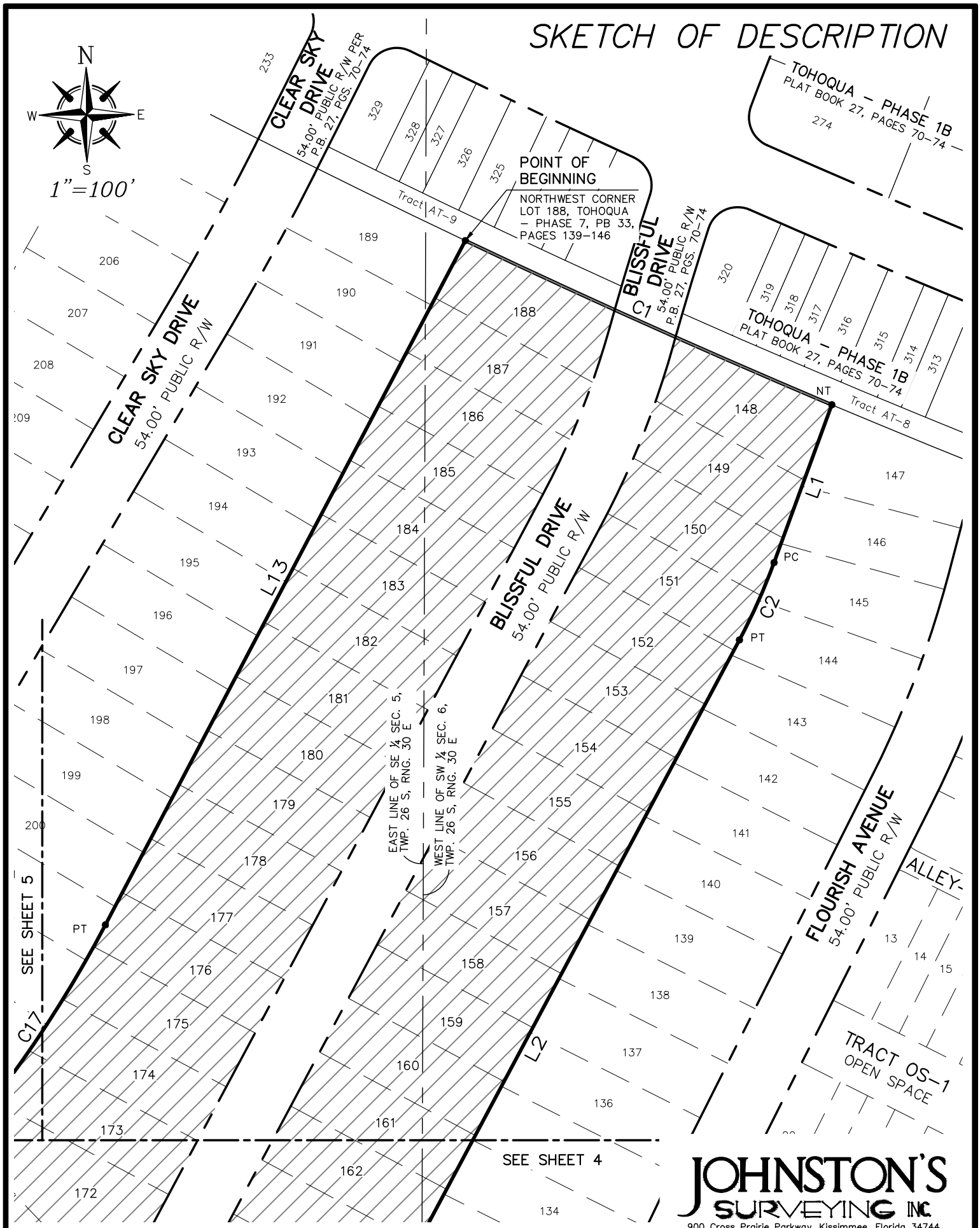
Tel. (407) 847-2179 Fax (407) 847-6140

SKETCH OF DESCRIPTION



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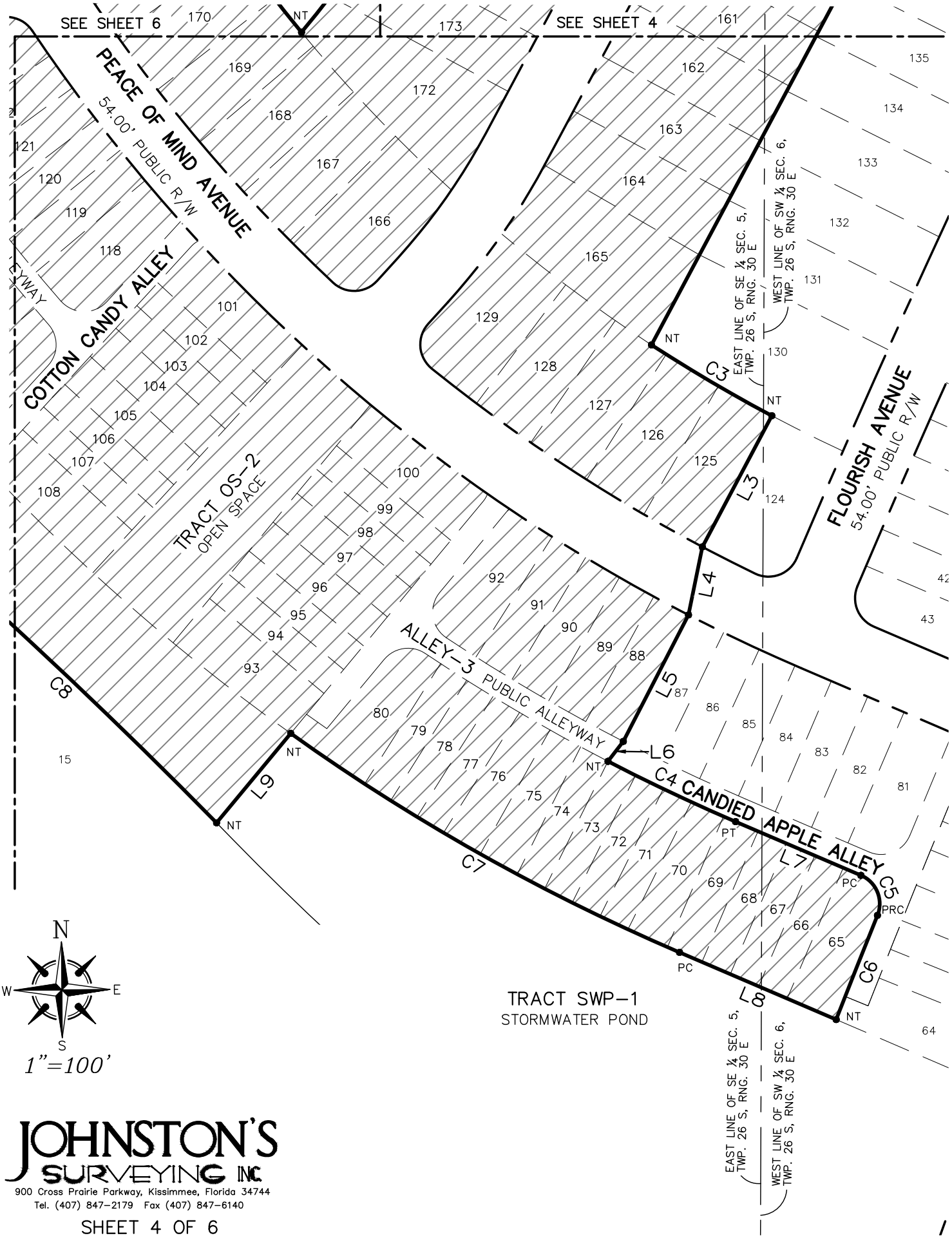
Tel. (407) 847-2179 Fax (407) 847-6140

SKETCH OF DESCRIPTION



JOHNSTON'S SURVEYING INC.
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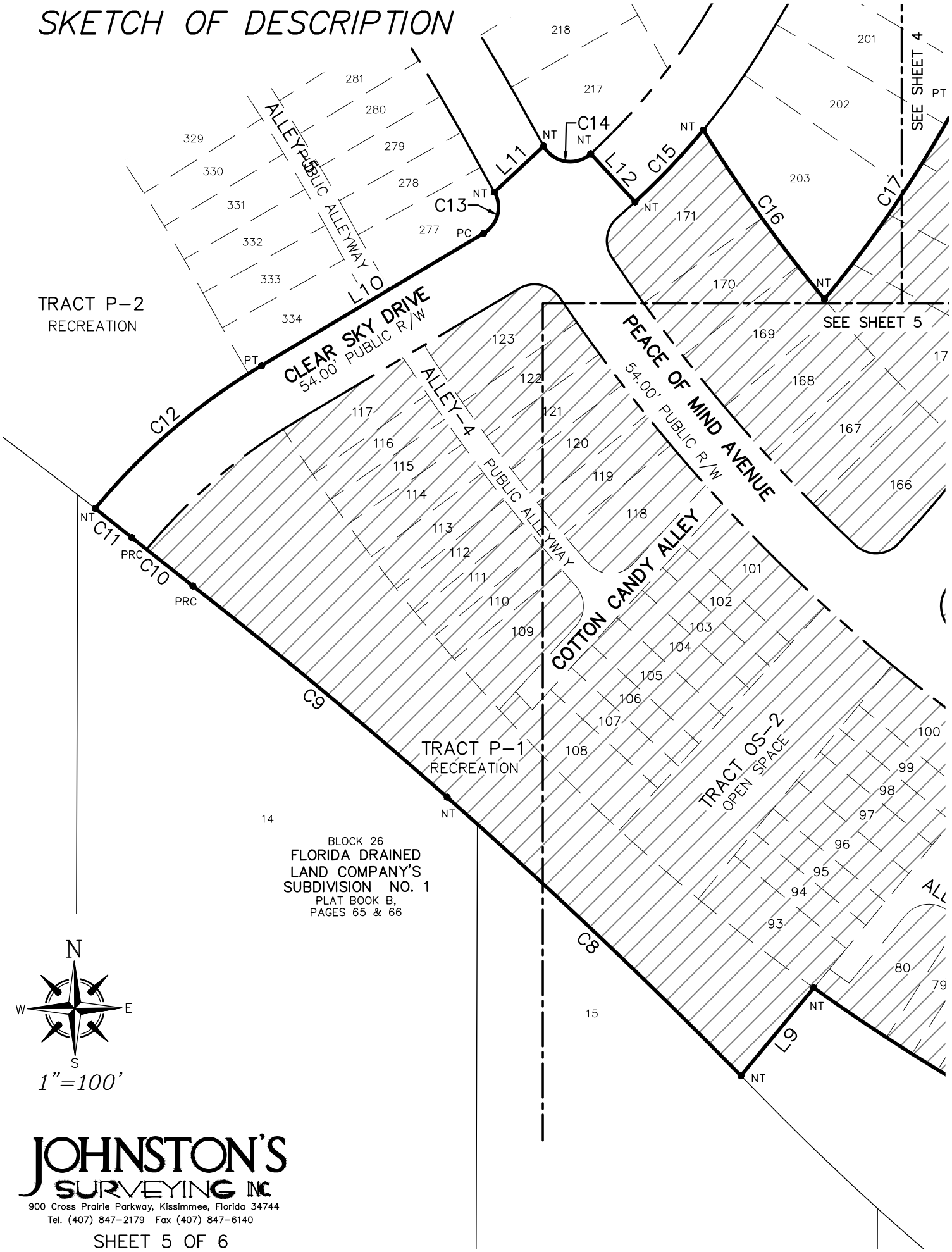
SKETCH OF DESCRIPTION



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Tel. (407) 847-2179 Fax (407) 847-6140

LINE & CURVE TABLES

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	7347.00'	2°33'49"	328.72'	S65°51'57"E	328.69'
C2	500.00'	7°57'14"	69.41'	S24°04'56"W	69.36'
C3	1253.00'	5°09'49"	112.93'	S59°31'02"E	112.89'
C4	1562.00'	4°11'10"	114.12'	S64°41'43"E	114.10'
C5	25.00'	88°40'30"	38.69'	S22°27'03"E	34.94'
C6	9176.75'	0°33'57"	90.61'	S21°36'14"W	90.61'
C7	1677.00'	12°21'03"	361.50'	N60°36'46"W	360.80'
C8	4679.77'	4°04'56"	333.43'	N46°32'07"W	333.36'
C9	4533.54'	3°26'25"	272.21'	N50°16'48"W	272.17'
C10	4953.13'	0°44'27"	64.04'	N51°37'47"W	64.04'
C11	4569.32'	0°28'59"	38.52'	N51°30'03"W	38.52'
C12	527.00'	19°43'45"	181.47'	N49°21'02"E	180.57'
C13	25.00'	89°00'48"	38.84'	N14°42'30"E	35.05'
C14	25.00'	103°16'18"	45.06'	S80°54'12"E	39.20'
C15	589.00'	7°56'54"	81.71'	N43°29'12"E	81.64'
C16	1253.00'	7°50'25"	171.46'	S35°35'51"E	171.32'
C17	1000.00'	11°55'45"	208.20'	N33°41'59"E	207.83'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S20°06'18"W	137.60'
L2	S28°03'33"W	746.65'
L3	S27°54'03"W	120.00'
L4	S11°31'19"W	56.19'
L5	S27°15'53"W	115.00'
L6	S37°32'47"W	20.32'
L7	S66°47'18"E	110.29'
L8	N66°47'18"W	137.83'
L9	S39°39'57"W	93.94'
L10	N59°12'54"E	212.69'
L11	N46°57'41"E	55.54'
L12	S42°32'21"E	54.00'
L13	N27°44'07"E	632.85'

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

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

All of Lots 189 through 334, Tracts OS–3, OS–4, OS–5, OS–6, P–2, SW–P2 and SWP–3, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida, also being described as follows:

Begin at the Northeasterly corner of Lot 189, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, pages 139 through 146 of the Public Records of Osceola County, Florida; thence S27°44'07"W, a distance of 632.85 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 1,000.00 feet and a Central Angle of 11°55'45"; thence run Southwesterly along the Arc of said curve, a distance of 208.20 feet (Chord Bearing = S33°41'59"W, Chord = 207.83 feet) to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 07°50'25"; thence run Northwesterly along the arc of said curve, a distance of 171.46 feet (Chord Bearing = N35°35'51"W, Chord = 171.32 feet) to a Point on a Non–Tangent Curve, Concave to the Northwest, having a Radius of 589.00 feet and a Central Angle of 07°56'54"; thence run Southwesterly along the arc of said curve, a distance of 81.71 feet (Chord Bearing = S43°29'12"W, Chord = 81.64 feet) to a Point of Non Tangency; thence N42°32'21"W, a distance of 54.00 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 103°16'18"; thence run Westerly along the arc of said curve, a distance of 45.06 feet (Chord Bearing = N80°54'12"W, Chord = 39.20 feet) to a Point of Non Tangency; thence S46°57'41"W, a distance of 55.54 feet to a Point on a Non–Tangent Curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 89°00'48"; thence run Southerly along the arc of said curve, a distance of 38.84 feet (Chord Bearing = S14°42'30"W, Chord = 35.05 feet) to a Point of Tangency; thence S59°12'54"W, a distance of 212.69 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 527.00 feet and a Central Angle of 19°43'45"; thence run Southwesterly along the Arc of said curve, a distance of 181.47 feet (Chord Bearing = S49°21'02"W, Chord = 180.57 feet) to a Point on a Non–Tangent Curve, Concave to the Southwest, having a Radius of 4,569.32 feet and a Central Angle of 12°15'13"; thence run Northwesterly along the arc of said curve, a distance of 977.23 feet (Chord Bearing = N57°52'09"W, Chord = 975.37 feet); thence N34°23'52"E, a

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

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

REQUESTED BY: LENNAR

S–L 7–2A & 2B COMBINED

DATE OF SKETCH 10/21/2024	REVISIONS
SCALE 1" = 100'	
F.B. PAGE	
SECTIONS 05 & 06	
TWP. 26 S., RNG. 30 E.	
JOB NO. 21–439	SHEET 1 OF 8

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847–2179 Fax (407) 847–6140

10/23/2024

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

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION (continued):

distance of 368.47 feet to a Point on a Non–Tangent Curve, Concave to the Northwest, having a Radius of 5,211.75 feet and a Central Angle of 07°07'03"; thence run Northeasterly along the arc of said curve, a distance of 647.42 feet (Chord Bearing = N29°35'43"E, Chord = 647.00 feet) to a Point of Non Tangency; thence N24°16'34"E, a distance of 151.46 feet; thence S64°53'43"E, a distance of 653.83 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 2,353.00 feet and a Central Angle of 04°35'36"; thence run Southeasterly along the Arc of said curve, a distance of 188.64 feet (Chord Bearing = S62°35'55"E, Chord = 188.59 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 7,347.00 feet and a Central Angle of 04°16'56"; thence Southeasterly along the arc, a distance of 549.09 feet, (Chord Bearing = S62°26'35"E, Chord = 548.97 feet) to the Point of Beginning.

Less Alleys 5, 6 and the following Right of Ways: Fulfillment Drive, Bright Sky Drive, Peace of Mind Avenue and Clear Sky Drive, all part of TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida.

Containing 29.27 acres, more or less.

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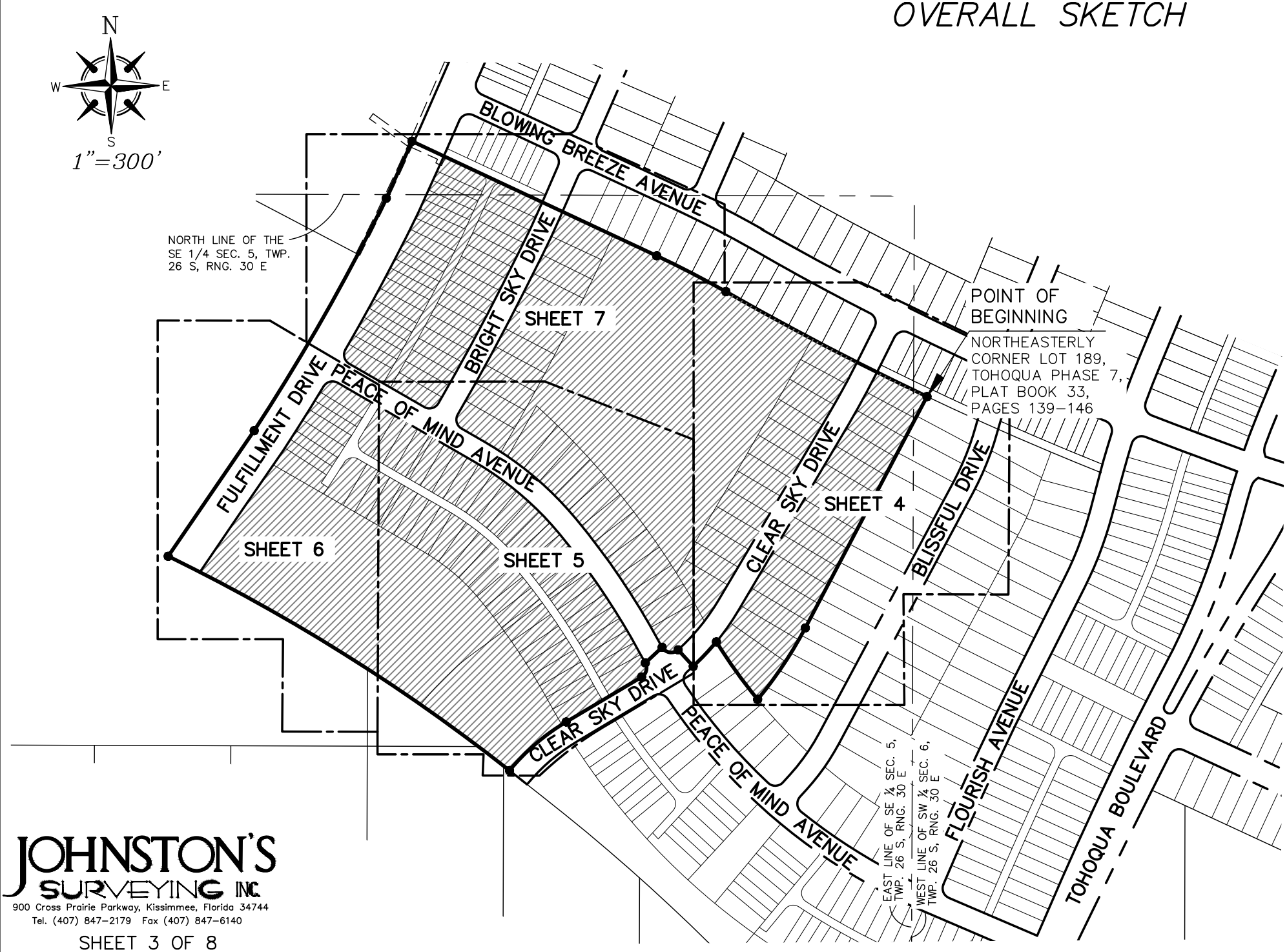
OVERALL SKETCH



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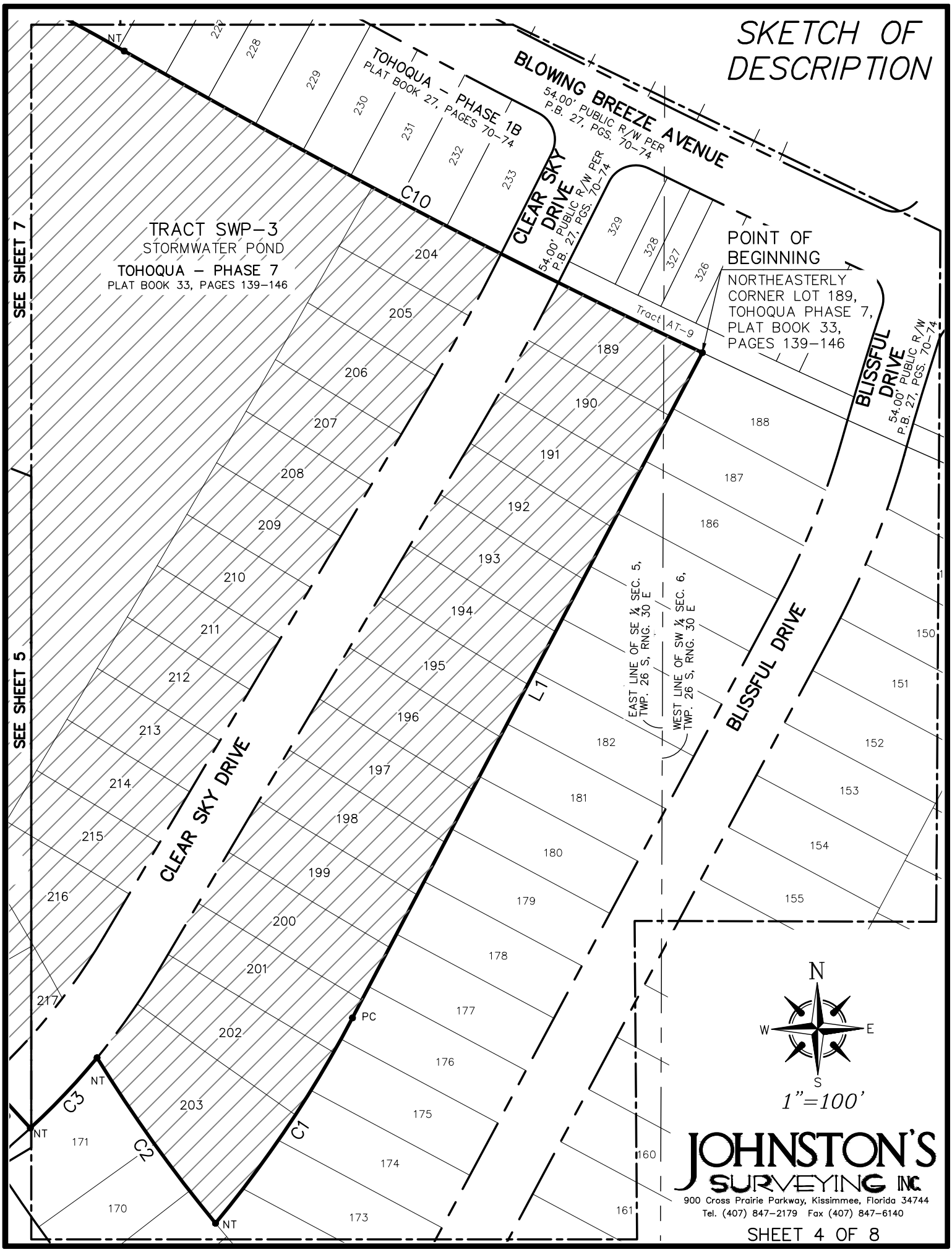

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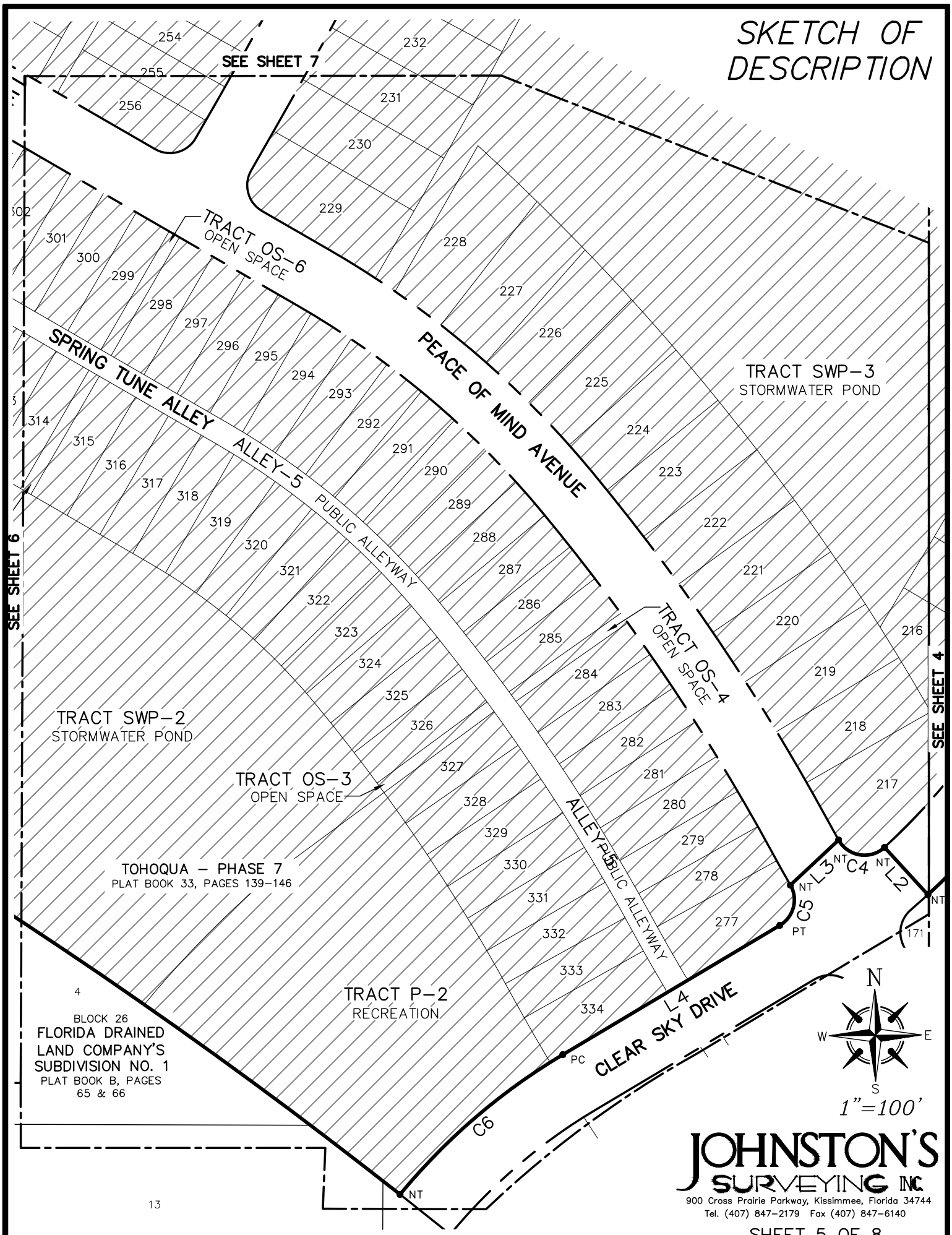

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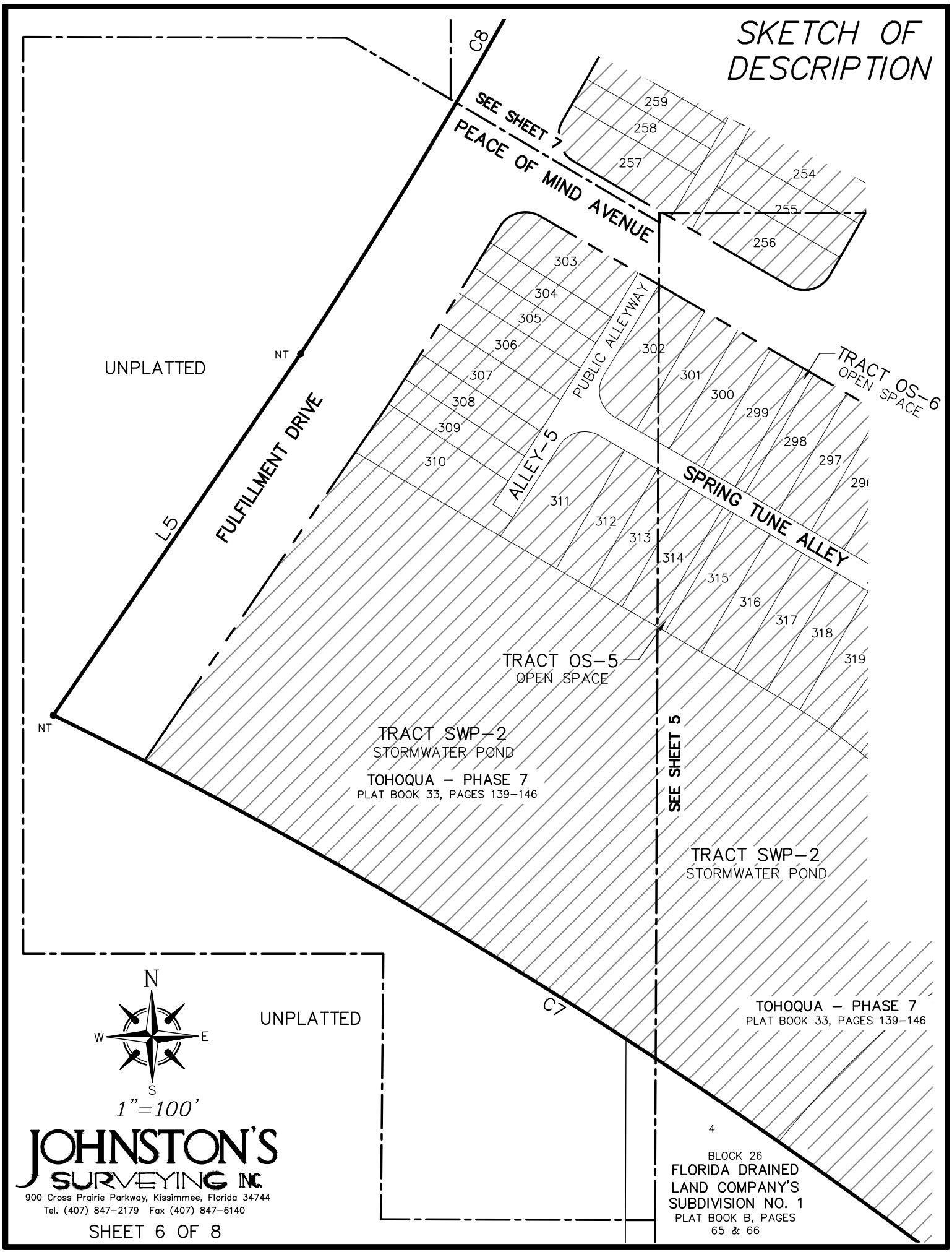

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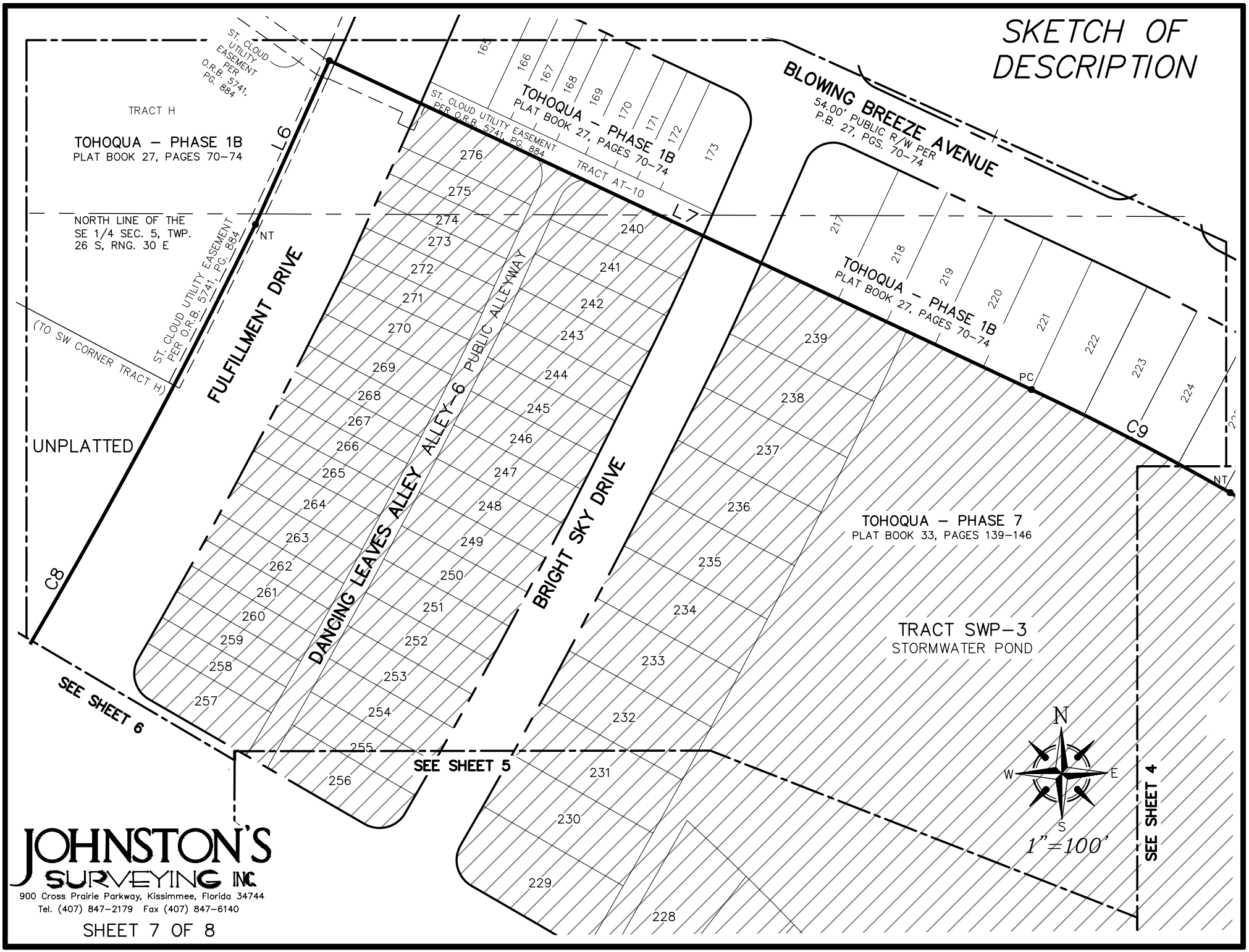

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LINE & CURVE TABLES

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
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C3	589.00'	7°56'54"	81.71'	S43°29'12"W	81.64'
C4	25.00'	103°16'18"	45.06'	N80°54'12"W	39.20'
C5	25.00'	89°00'48"	38.84'	S14°42'30"W	35.05'
C6	527.00'	19°43'45"	181.47'	S49°21'02"W	180.57'
C7	4569.32'	12°15'13"	977.23'	N57°52'09"W	975.37'
C8	5211.75'	7°07'03"	647.42'	N29°35'43"E	647.00'
C9	2353.00'	4°35'36"	188.64'	S62°35'55"E	188.59'
C10	7347.00'	4°16'56"	549.09'	S62°26'35"E	548.97'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S27°44'07"W	632.85'
L2	N42°32'21"W	54.00'
L3	S46°57'41"W	55.54'
L4	S59°12'54"W	212.69'
L5	N34°23'52"E	368.47'
L6	N24°16'34"E	151.46'
L7	S64°53'43"E	653.83'

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OWNER'S AFFIDAVIT

Tohoqua Community Development District (Phase 7-1B, Phase 7-2A and Phase 7-2B)

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 Waterford District 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.

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 59-0711505; (v) has a mailing address of 5505 Waterford District 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: _____ , **2024**

Signed, sealed and delivered in our presence:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

LENNAR HOMES, LLC, a Florida limited liability company

By:_____

Print: Mark McDonald

Title: Vice President

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of November, 2024, 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

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

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

[See attached.]

The foregoing Improvements can also be described as:

All the goods, rights, title, interests, chattels and improvements owned by Developer which are used or held for use by Developer exclusively in connection with those water and/or wastewater systems, consisting of all water, wastewater, and reclaimed water lines and other related utility facilities constructed and used in connection with the provision of water, wastewater, and reclaimed water utility services located on the following described property:

[See attached.]

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

All of Lots 65 through 80, 88 through 123, 125 through 129, 148 through 188, Tracts P–1 and OS–2, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida, also being described as follows:

Begin at the Northwest corner of Lot 188, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, pages 139 through 146 of the Public Records of Osceola County, Florida, said point being a Point of Curvature of a curve, Concave to the Northeast, having a Radius of 7,347.00 feet and a Central Angle of 02°33'49"; thence Southeasterly along the arc, a distance of 328.72 feet (Chord Bearing = S65°51'57"E, Chord = 328.69 feet) to a Point of Non Tangency; thence S20°06'18"W, a distance of 137.60 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 500.00 feet and a Central Angle of 07°57'14"; thence run Southwesterly along the Arc of said curve, a distance of 69.41 feet (Chord Bearing = S24°04'56"W, Chord = 69.36 feet) to a Point of Tangency; thence S28°03'33"W, a distance of 746.65 feet to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 05°09'49"; thence run Southeasterly along the arc of said curve, a distance of 112.93 feet (Chord Bearing = S59°31'02"E, Chord = 112.89 feet) to a Point of Non Tangency; thence S27°54'03"W, a distance of 120.00 feet; thence S11°31'19"W, a distance of 56.19 feet; thence S27°15'53"W, a distance of 115.00 feet; thence S37°32'47"W, a distance of 20.32 feet to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,562.00 feet and a Central Angle of 04°11'10"; thence run Southeasterly along the arc of said curve, a distance of 114.12 feet (Chord Bearing = S64°41'43"E, Chord = 114.10 feet) to a Point of Tangency; thence S66°47'18"E, a distance of 110.29 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 88°40'30"; thence run Southerly along the Arc of said curve, a distance of 38.69 feet (Chord Bearing = S22°27'03"E, Chord = 34.94 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 9,176.75 feet and a Central Angle of 00°33'57"; thence Southerly along the arc, a distance of 90.61 feet, (Chord Bearing = S21°36'14"W, Chord = 90.61 feet) to a Point of Non Tangency; thence N66°47'18"W, a distance of 137.83 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 1,677.00 feet and a Central Angle of 12°21'03"; thence run Northwesterly along the Arc of said curve, a distance of 361.50 feet

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
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P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

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REQUESTED BY: LENNAR

S–L 7–1B

DATE OF SKETCH 10/21/2024	REVISIONS
SCALE 1" = 100'	
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10/23/2024

RICHARD D. BROWN, P.S.M #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

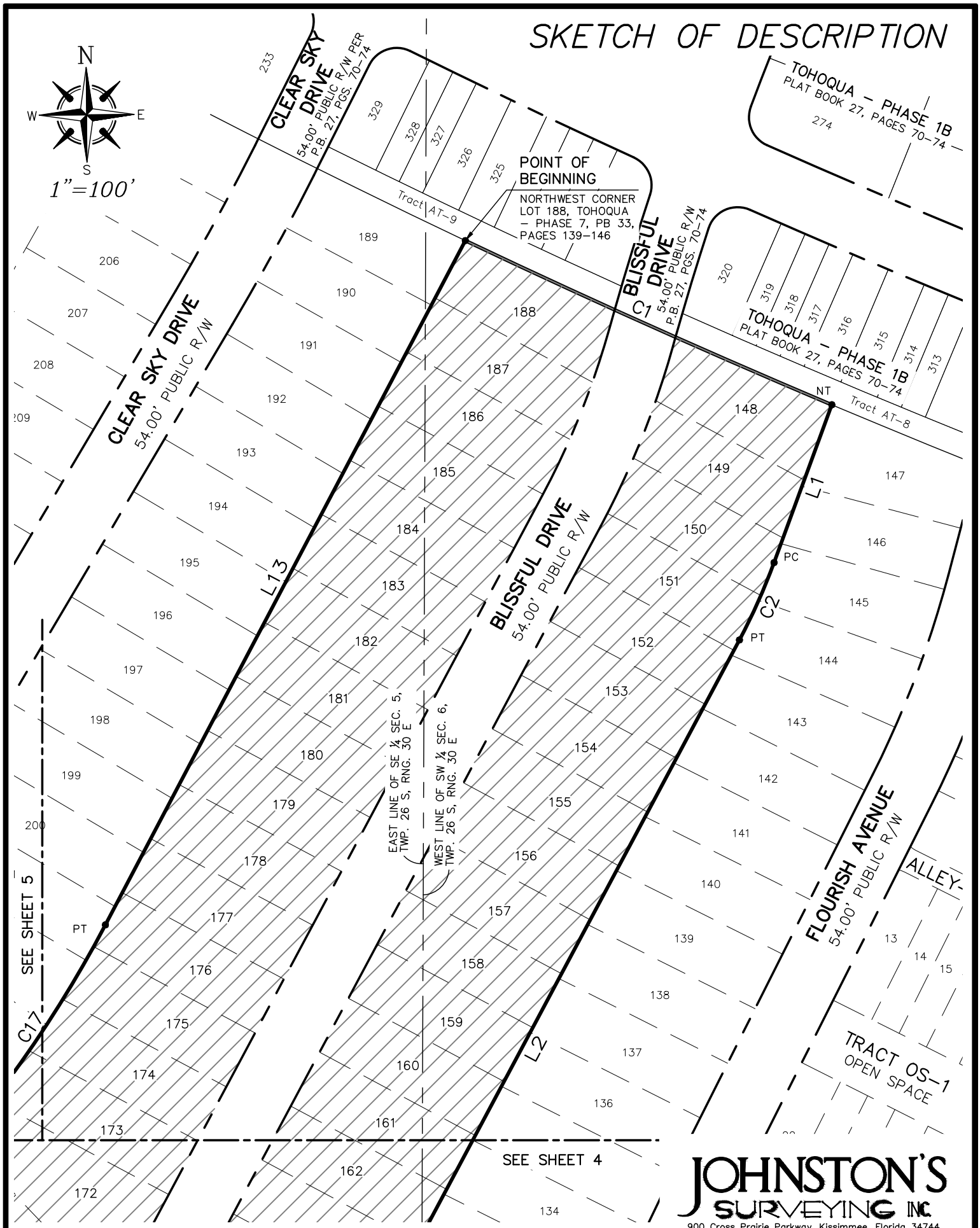
(Chord Bearing = N60°36'46"W, Chord = 360.80 feet) to a Point of Non Tangency; thence S39°39'57"W, a distance of 93.94 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 4,679.77 feet and a Central Angle of 04°04'56"; thence run Northwesterly along the arc of said curve, a distance of 333.43 feet (Chord Bearing = N46°32'07"W, Chord = 333.36 feet) to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 4,533.54 feet and a Central Angle of 03°26'25"; thence run Northwesterly along the arc of said curve, a distance of 272.21 feet (Chord Bearing = N50°16'48"W, Chord = 272.17 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 4,953.13 feet and a Central Angle of 00°44'27"; thence Northwesterly along the arc, a distance of 64.04 feet, (Chord Bearing = N51°37'47"W, Chord = 64.04 feet) to a Point of Reverse Curve, Concave to the Southwest, having a Radius of 4,569.32 feet and a Central Angle of 00°28'59"; thence Northwesterly along the arc, a distance of 38.52 feet, (Chord Bearing = N51°30'03"W, Chord = 38.52 feet) to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 527.00 feet and a Central Angle of 19°43'45"; thence run Northeasterly along the arc of said curve, a distance of 181.47 feet (Chord Bearing = N49°21'02"E, Chord = 180.57 feet) to a Point of Tangency; thence N59°12'54"E, a distance of 212.69 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 89°00'48"; thence run Northerly along the Arc of said curve, a distance of 38.84 feet (Chord Bearing = N14°42'30"E, Chord = 35.05 feet) to a Point of Non Tangency; thence N46°57'41"E, a distance of 55.54 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 103°16'18"; thence run Easterly along the arc of said curve, a distance of 45.06 feet (Chord Bearing = S80°54'12"E, Chord = 39.20 feet) to a Point of Non Tangency; thence S42°32'21"E, a distance of 54.00 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 589.00 feet and a Central Angle of 07°56'54"; thence run Northeasterly along the arc of said curve, a distance of 81.71 feet (Chord Bearing = N43°29'12"E, Chord = 81.64 feet) to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 07°50'25"; thence run Southeasterly along the arc of said curve, a distance of 171.46 feet (Chord Bearing = S35°35'51"E, Chord = 171.32 feet) to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 1,000.00 feet and a Central Angle of 11°55'45"; thence run Northeasterly along the arc of said curve, a distance of 208.20 feet (Chord Bearing = N33°41'59"E, Chord = 207.83 feet) to a Point of Tangency; thence N27°44'07"E, a distance of 632.85 feet to the Point of Beginning.

Less Alley Tracts 3, 4 and the following Right of Ways: Peace of Mind Avenue, Clear Sky Drive and Blissful Drive, all part of TOHOQUA - PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida.

Containing 14.14 acres, more or less.

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

SKETCH OF DESCRIPTION



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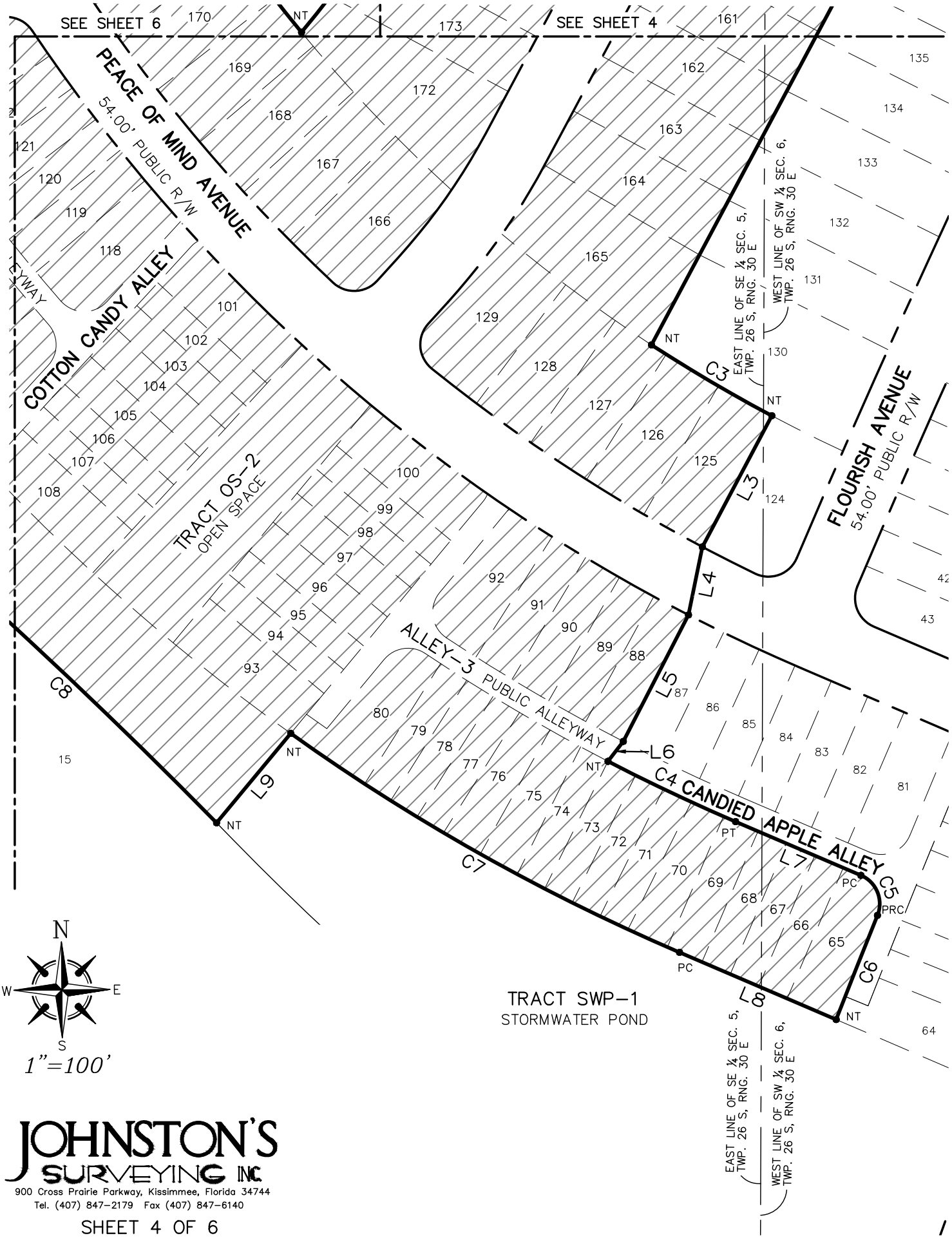
SKETCH OF DESCRIPTION



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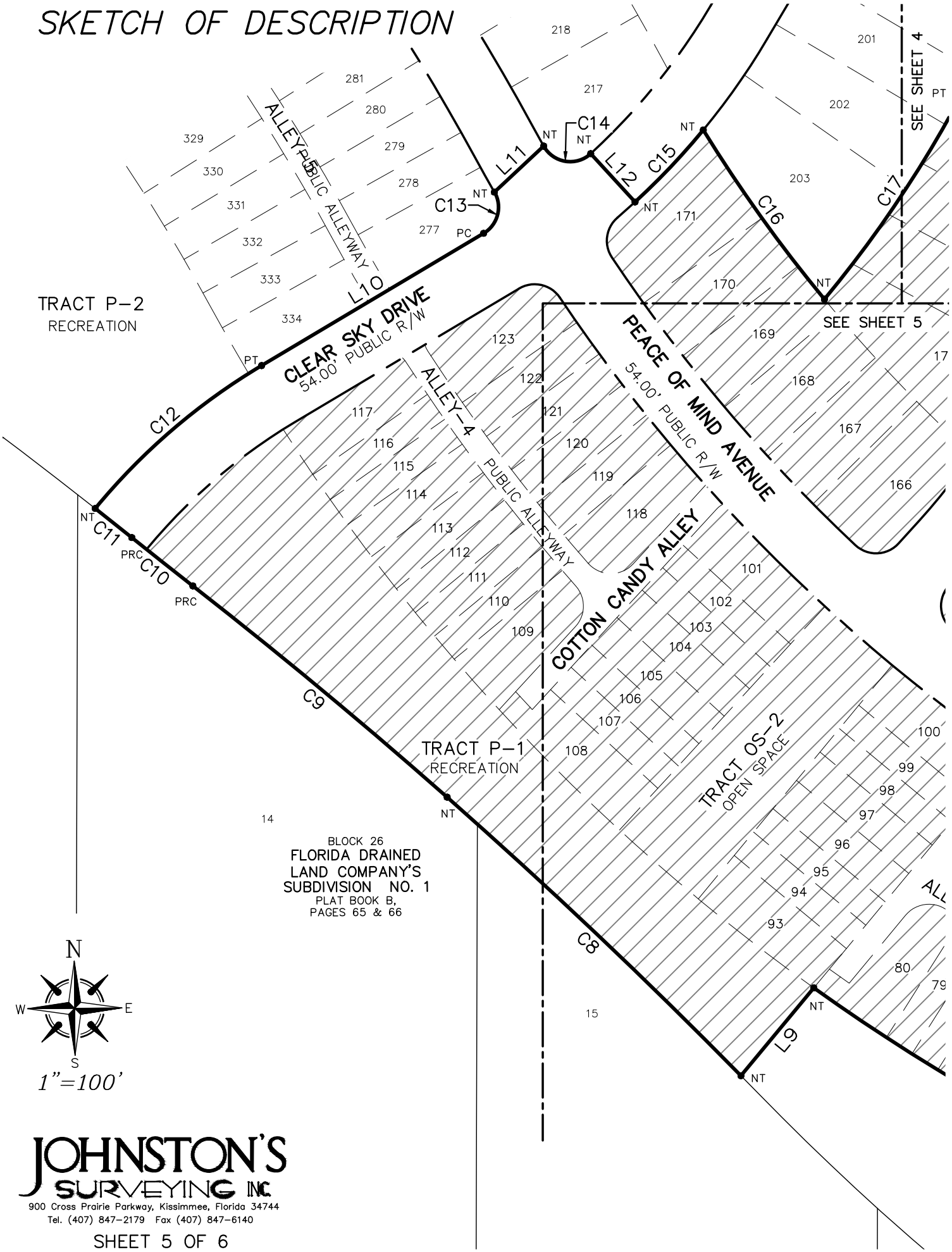
SKETCH OF DESCRIPTION



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Tel. (407) 847-2179 Fax (407) 847-6140

LINE & CURVE TABLES

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	7347.00'	2°33'49"	328.72'	S65°51'57"E	328.69'
C2	500.00'	7°57'14"	69.41'	S24°04'56"W	69.36'
C3	1253.00'	5°09'49"	112.93'	S59°31'02"E	112.89'
C4	1562.00'	4°11'10"	114.12'	S64°41'43"E	114.10'
C5	25.00'	88°40'30"	38.69'	S22°27'03"E	34.94'
C6	9176.75'	0°33'57"	90.61'	S21°36'14"W	90.61'
C7	1677.00'	12°21'03"	361.50'	N60°36'46"W	360.80'
C8	4679.77'	4°04'56"	333.43'	N46°32'07"W	333.36'
C9	4533.54'	3°26'25"	272.21'	N50°16'48"W	272.17'
C10	4953.13'	0°44'27"	64.04'	N51°37'47"W	64.04'
C11	4569.32'	0°28'59"	38.52'	N51°30'03"W	38.52'
C12	527.00'	19°43'45"	181.47'	N49°21'02"E	180.57'
C13	25.00'	89°00'48"	38.84'	N14°42'30"E	35.05'
C14	25.00'	103°16'18"	45.06'	S80°54'12"E	39.20'
C15	589.00'	7°56'54"	81.71'	N43°29'12"E	81.64'
C16	1253.00'	7°50'25"	171.46'	S35°35'51"E	171.32'
C17	1000.00'	11°55'45"	208.20'	N33°41'59"E	207.83'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S20°06'18"W	137.60'
L2	S28°03'33"W	746.65'
L3	S27°54'03"W	120.00'
L4	S11°31'19"W	56.19'
L5	S27°15'53"W	115.00'
L6	S37°32'47"W	20.32'
L7	S66°47'18"E	110.29'
L8	N66°47'18"W	137.83'
L9	S39°39'57"W	93.94'
L10	N59°12'54"E	212.69'
L11	N46°57'41"E	55.54'
L12	S42°32'21"E	54.00'
L13	N27°44'07"E	632.85'

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SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

All of Lots 189 through 334, Tracts OS–3, OS–4, OS–5, OS–6, P–2, SW–P2 and SWP–3, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida, also being described as follows:

Begin at the Northeasterly corner of Lot 189, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, pages 139 through 146 of the Public Records of Osceola County, Florida; thence S27°44'07"W, a distance of 632.85 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 1,000.00 feet and a Central Angle of 11°55'45"; thence run Southwesterly along the Arc of said curve, a distance of 208.20 feet (Chord Bearing = S33°41'59"W, Chord = 207.83 feet) to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 07°50'25"; thence run Northwesterly along the arc of said curve, a distance of 171.46 feet (Chord Bearing = N35°35'51"W, Chord = 171.32 feet) to a Point on a Non–Tangent Curve, Concave to the Northwest, having a Radius of 589.00 feet and a Central Angle of 07°56'54"; thence run Southwesterly along the arc of said curve, a distance of 81.71 feet (Chord Bearing = S43°29'12"W, Chord = 81.64 feet) to a Point of Non Tangency; thence N42°32'21"W, a distance of 54.00 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 103°16'18"; thence run Westerly along the arc of said curve, a distance of 45.06 feet (Chord Bearing = N80°54'12"W, Chord = 39.20 feet) to a Point of Non Tangency; thence S46°57'41"W, a distance of 55.54 feet to a Point on a Non–Tangent Curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 89°00'48"; thence run Southerly along the arc of said curve, a distance of 38.84 feet (Chord Bearing = S14°42'30"W, Chord = 35.05 feet) to a Point of Tangency; thence S59°12'54"W, a distance of 212.69 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 527.00 feet and a Central Angle of 19°43'45"; thence run Southwesterly along the Arc of said curve, a distance of 181.47 feet (Chord Bearing = S49°21'02"W, Chord = 180.57 feet) to a Point on a Non–Tangent Curve, Concave to the Southwest, having a Radius of 4,569.32 feet and a Central Angle of 12°15'13"; thence run Northwesterly along the arc of said curve, a distance of 977.23 feet (Chord Bearing = N57°52'09"W, Chord = 975.37 feet); thence N34°23'52"E, a

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

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

REQUESTED BY: LENNAR

S–L 7–2A & 2B COMBINED

DATE OF SKETCH 10/21/2024	REVISIONS
SCALE 1" = 100'	
F.B. PAGE	
SECTIONS 05 & 06	
TWP. 26 S., RNG. 30 E.	
JOB NO. 21–439	SHEET 1 OF 8

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847–2179 Fax (407) 847–6140

10/23/2024

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

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION (continued):

distance of 368.47 feet to a Point on a Non–Tangent Curve, Concave to the Northwest, having a Radius of 5,211.75 feet and a Central Angle of 07°07'03"; thence run Northeasterly along the arc of said curve, a distance of 647.42 feet (Chord Bearing = N29°35'43"E, Chord = 647.00 feet) to a Point of Non Tangency; thence N24°16'34"E, a distance of 151.46 feet; thence S64°53'43"E, a distance of 653.83 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 2,353.00 feet and a Central Angle of 04°35'36"; thence run Southeasterly along the Arc of said curve, a distance of 188.64 feet (Chord Bearing = S62°35'55"E, Chord = 188.59 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 7,347.00 feet and a Central Angle of 04°16'56"; thence Southeasterly along the arc, a distance of 549.09 feet, (Chord Bearing = S62°26'35"E, Chord = 548.97 feet) to the Point of Beginning.

Less Alleys 5, 6 and the following Right of Ways: Fulfillment Drive, Bright Sky Drive, Peace of Mind Avenue and Clear Sky Drive, all part of TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida.

Containing 29.27 acres, more or less.

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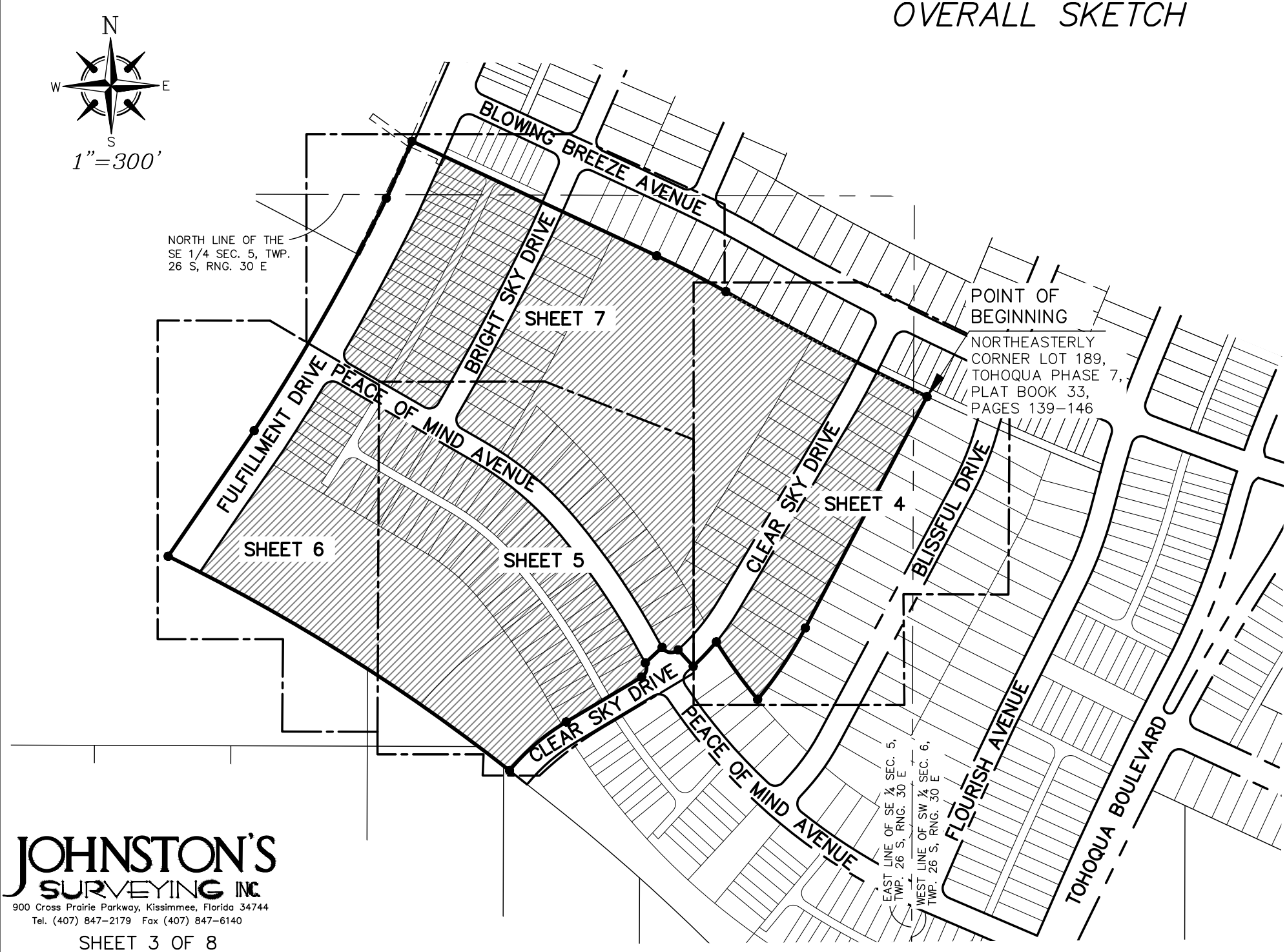
OVERALL SKETCH



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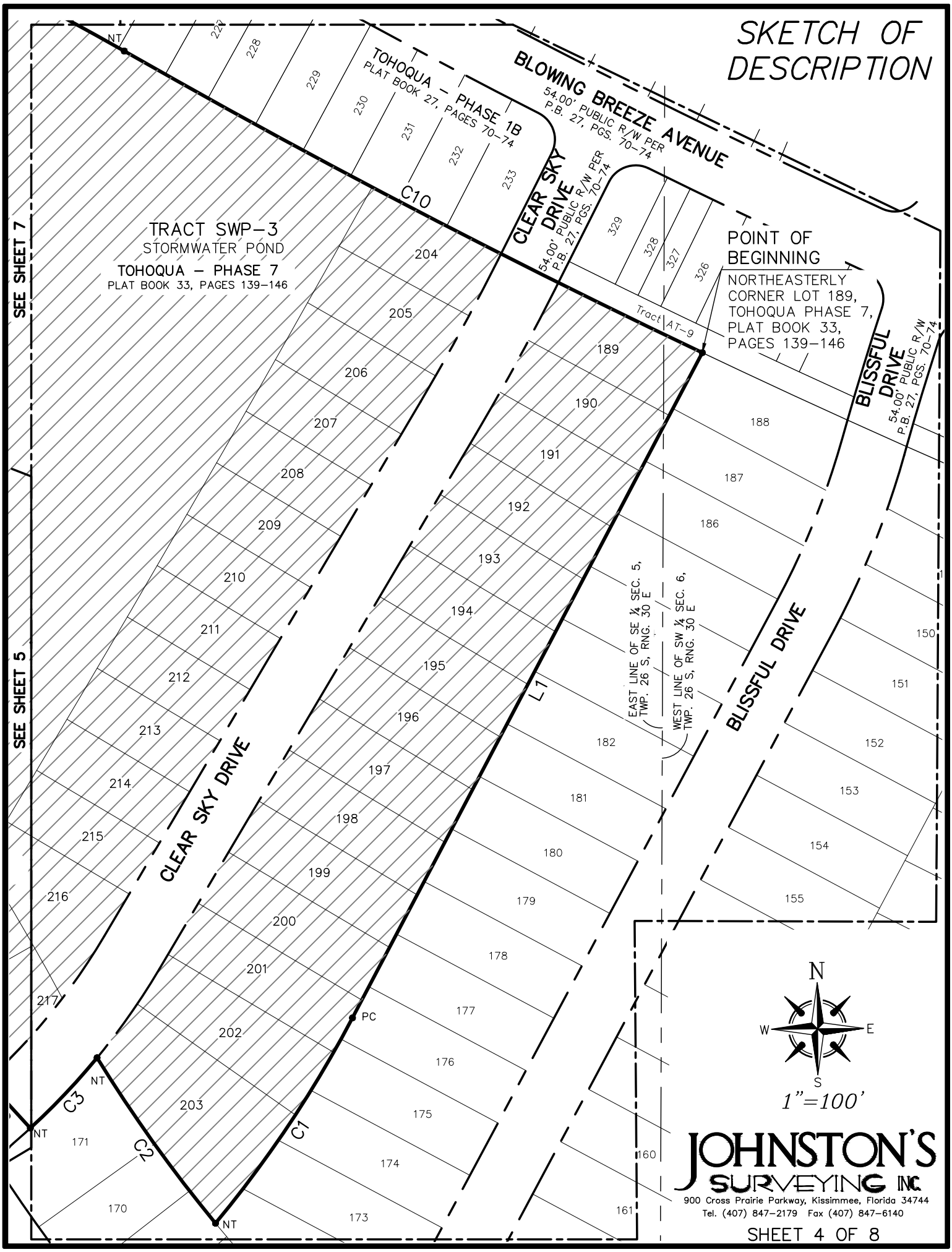
SKETCH OF DESCRIPTION



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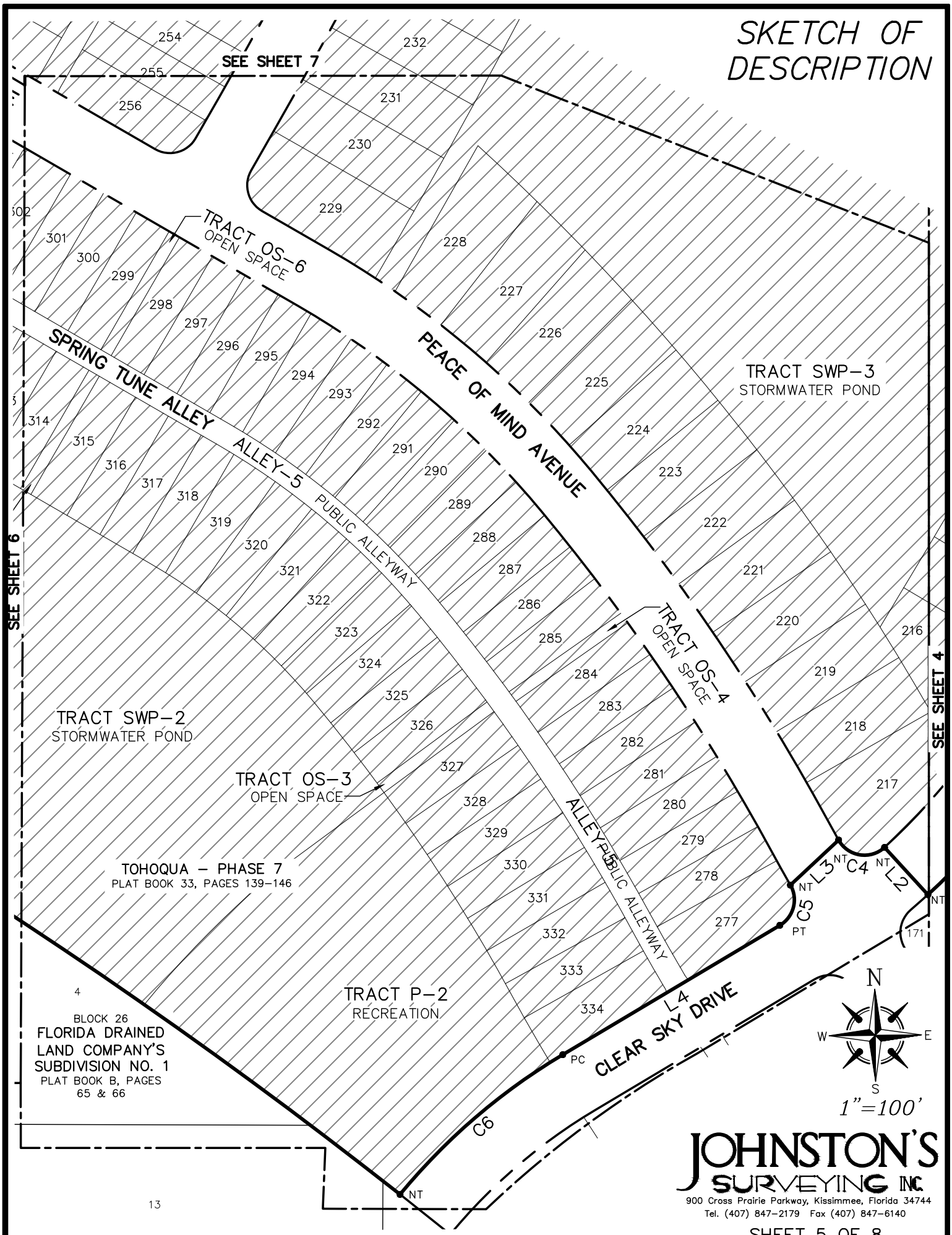

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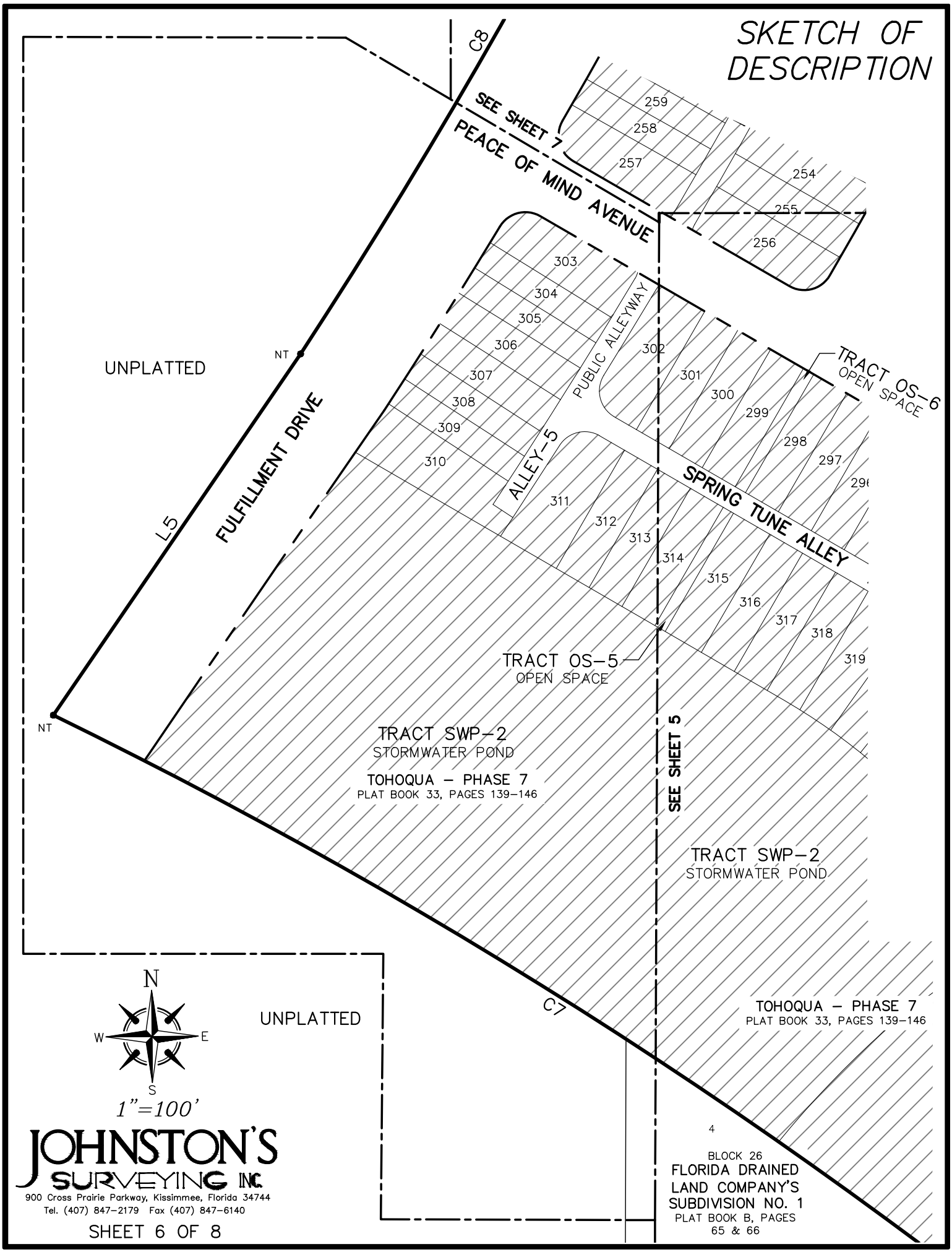

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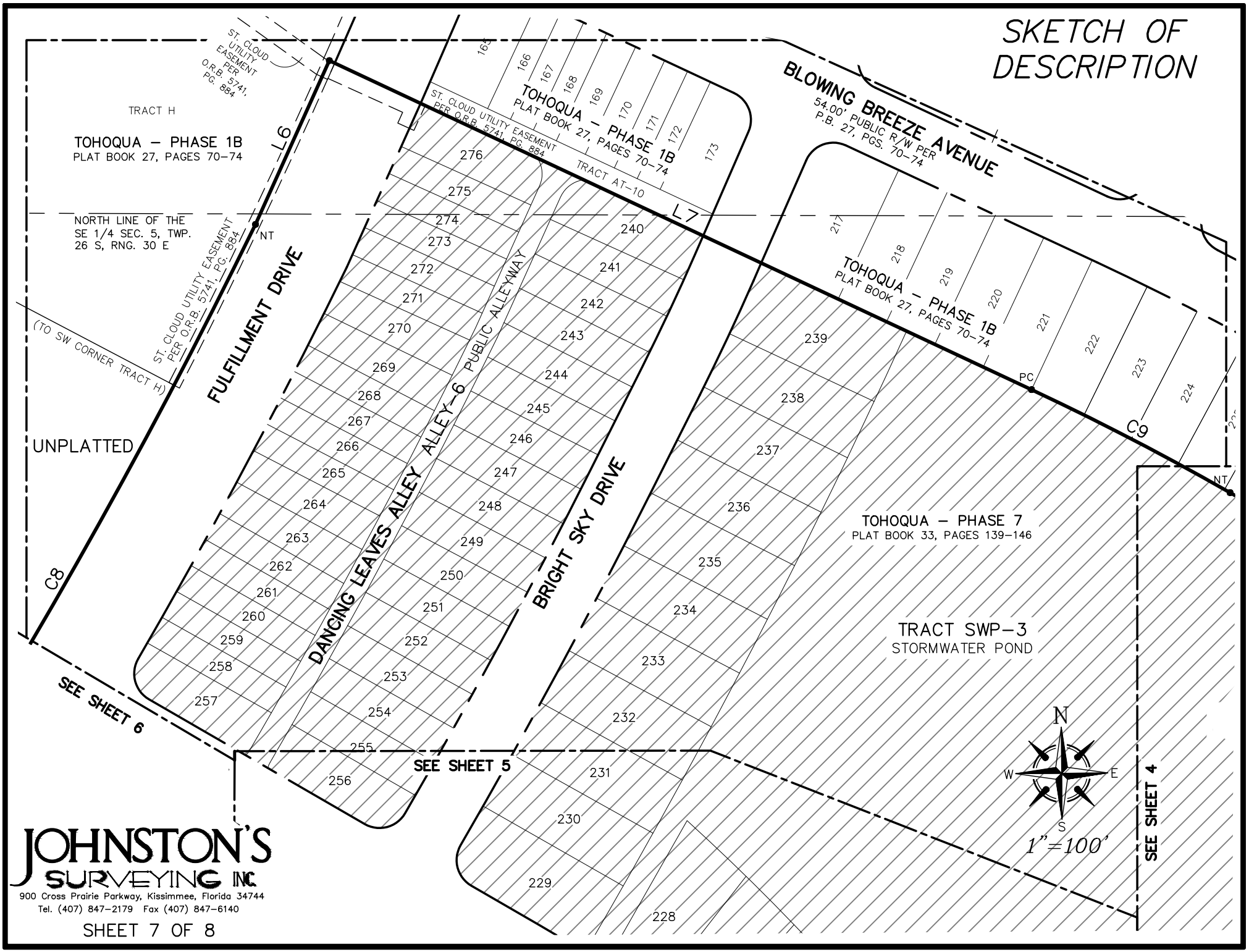

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LINE & CURVE TABLES

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	1000.00'	11°55'45"	208.20'	S33°41'59"W	207.83'
C2	1253.00'	7°50'25"	171.46'	N35°35'51"W	171.32'
C3	589.00'	7°56'54"	81.71'	S43°29'12"W	81.64'
C4	25.00'	103°16'18"	45.06'	N80°54'12"W	39.20'
C5	25.00'	89°00'48"	38.84'	S14°42'30"W	35.05'
C6	527.00'	19°43'45"	181.47'	S49°21'02"W	180.57'
C7	4569.32'	12°15'13"	977.23'	N57°52'09"W	975.37'
C8	5211.75'	7°07'03"	647.42'	N29°35'43"E	647.00'
C9	2353.00'	4°35'36"	188.64'	S62°35'55"E	188.59'
C10	7347.00'	4°16'56"	549.09'	S62°26'35"E	548.97'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S27°44'07"W	632.85'
L2	N42°32'21"W	54.00'
L3	S46°57'41"W	55.54'
L4	S59°12'54"W	212.69'
L5	N34°23'52"E	368.47'
L6	N24°16'34"E	151.46'
L7	S64°53'43"E	653.83'

JOHNSTON'S SURVEYING INC.
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CERTIFICATE OF DISTRICT ENGINEER

Tohoqua Community Development District (Phase 7-1B, Phase 7-2A and Phase 7-2B)

I, **Stephen K. Saha, 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. 76903, 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 subsequently proposes to transfer to **Tohopekaliga Water Authority** ("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"). Any Improvements being conveyed to the District are 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. 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 and such conveyance is consistent with the development plans for the District.

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

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

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER
Tohoqua Community Development District (Phase 7-1B, Phase 7-2A and Phase 7-2B)

DATED: _____, 2024

Witness: _____
Print: _____

Witness: _____
Print: _____

_____
Stephen K. Saha, P.E.
Professional License No.: FL 76903
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 November, 2024, by **STEPHEN K. SAHA, 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

IMPROVEMENTS

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

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

[See attached.]

The foregoing Improvements can also be described as:

All the goods, rights, title, interests, chattels and improvements owned by Developer which are used or held for use by Developer exclusively in connection with those water and/or wastewater systems, consisting of all water, wastewater, and reclaimed water lines and other related utility facilities constructed and used in connection with the provision of water, wastewater, and reclaimed water utility services located on the following described property:

[See attached.]

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

All of Lots 65 through 80, 88 through 123, 125 through 129, 148 through 188, Tracts P–1 and OS–2, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida, also being described as follows:

Begin at the Northwest corner of Lot 188, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, pages 139 through 146 of the Public Records of Osceola County, Florida, said point being a Point of Curvature of a curve, Concave to the Northeast, having a Radius of 7,347.00 feet and a Central Angle of 02°33'49"; thence Southeasterly along the arc, a distance of 328.72 feet (Chord Bearing = S65°51'57"E, Chord = 328.69 feet) to a Point of Non Tangency; thence S20°06'18"W, a distance of 137.60 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 500.00 feet and a Central Angle of 07°57'14"; thence run Southwesterly along the Arc of said curve, a distance of 69.41 feet (Chord Bearing = S24°04'56"W, Chord = 69.36 feet) to a Point of Tangency; thence S28°03'33"W, a distance of 746.65 feet to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 05°09'49"; thence run Southeasterly along the arc of said curve, a distance of 112.93 feet (Chord Bearing = S59°31'02"E, Chord = 112.89 feet) to a Point of Non Tangency; thence S27°54'03"W, a distance of 120.00 feet; thence S11°31'19"W, a distance of 56.19 feet; thence S27°15'53"W, a distance of 115.00 feet; thence S37°32'47"W, a distance of 20.32 feet to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,562.00 feet and a Central Angle of 04°11'10"; thence run Southeasterly along the arc of said curve, a distance of 114.12 feet (Chord Bearing = S64°41'43"E, Chord = 114.10 feet) to a Point of Tangency; thence S66°47'18"E, a distance of 110.29 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 88°40'30"; thence run Southerly along the Arc of said curve, a distance of 38.69 feet (Chord Bearing = S22°27'03"E, Chord = 34.94 feet) to a Point of Reverse Curve, Concave to the East, having a Radius of 9,176.75 feet and a Central Angle of 00°33'57"; thence Southerly along the arc, a distance of 90.61 feet, (Chord Bearing = S21°36'14"W, Chord = 90.61 feet) to a Point of Non Tangency; thence N66°47'18"W, a distance of 137.83 feet to the Point of Curvature of a curve, Concave to the Northeast, having a Radius of 1,677.00 feet and a Central Angle of 12°21'03"; thence run Northwesterly along the Arc of said curve, a distance of 361.50 feet

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

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

REQUESTED BY: LENNAR

S–L 7–1B

DATE OF SKETCH 10/21/2024	REVISIONS
SCALE 1" = 100'	
F.B. PAGE	
SECTIONS 05 & 06	
TWP. 26 S., RNG. 30 E.	
JOB NO. 21–439	SHEET 1 OF 6

JOHNSTON'S SURVEYING INC.
900 Cross Prairie Parkway, Kissimmee, Florida 34744
Tel. (407) 847–2179 Fax (407) 847–6140

10/23/2024

RICHARD D. BROWN, P.S.M #5700 (DATE)
NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

(Chord Bearing = N60°36'46"W, Chord = 360.80 feet) to a Point of Non Tangency; thence S39°39'57"W, a distance of 93.94 feet to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 4,679.77 feet and a Central Angle of 04°04'56"; thence run Northwesterly along the arc of said curve, a distance of 333.43 feet (Chord Bearing = N46°32'07"W, Chord = 333.36 feet) to a Point on a Non-Tangent Curve, Concave to the Southwest, having a Radius of 4,533.54 feet and a Central Angle of 03°26'25"; thence run Northwesterly along the arc of said curve, a distance of 272.21 feet (Chord Bearing = N50°16'48"W, Chord = 272.17 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 4,953.13 feet and a Central Angle of 00°44'27"; thence Northwesterly along the arc, a distance of 64.04 feet, (Chord Bearing = N51°37'47"W, Chord = 64.04 feet) to a Point of Reverse Curve, Concave to the Southwest, having a Radius of 4,569.32 feet and a Central Angle of 00°28'59"; thence Northwesterly along the arc, a distance of 38.52 feet, (Chord Bearing = N51°30'03"W, Chord = 38.52 feet) to a Point on a Non-Tangent Curve, Concave to the Southeast, having a Radius of 527.00 feet and a Central Angle of 19°43'45"; thence run Northeasterly along the arc of said curve, a distance of 181.47 feet (Chord Bearing = N49°21'02"E, Chord = 180.57 feet) to a Point of Tangency; thence N59°12'54"E, a distance of 212.69 feet to the Point of Curvature of a curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 89°00'48"; thence run Northerly along the Arc of said curve, a distance of 38.84 feet (Chord Bearing = N14°42'30"E, Chord = 35.05 feet) to a Point of Non Tangency; thence N46°57'41"E, a distance of 55.54 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 103°16'18"; thence run Easterly along the arc of said curve, a distance of 45.06 feet (Chord Bearing = S80°54'12"E, Chord = 39.20 feet) to a Point of Non Tangency; thence S42°32'21"E, a distance of 54.00 feet to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 589.00 feet and a Central Angle of 07°56'54"; thence run Northeasterly along the arc of said curve, a distance of 81.71 feet (Chord Bearing = N43°29'12"E, Chord = 81.64 feet) to a Point on a Non-Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 07°50'25"; thence run Southeasterly along the arc of said curve, a distance of 171.46 feet (Chord Bearing = S35°35'51"E, Chord = 171.32 feet) to a Point on a Non-Tangent Curve, Concave to the Northwest, having a Radius of 1,000.00 feet and a Central Angle of 11°55'45"; thence run Northeasterly along the arc of said curve, a distance of 208.20 feet (Chord Bearing = N33°41'59"E, Chord = 207.83 feet) to a Point of Tangency; thence N27°44'07"E, a distance of 632.85 feet to the Point of Beginning.

Less Alley Tracts 3, 4 and the following Right of Ways: Peace of Mind Avenue, Clear Sky Drive and Blissful Drive, all part of TOHOQUA - PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida.

Containing 14.14 acres, more or less.

JOHNSTON'S SURVEYING INC.
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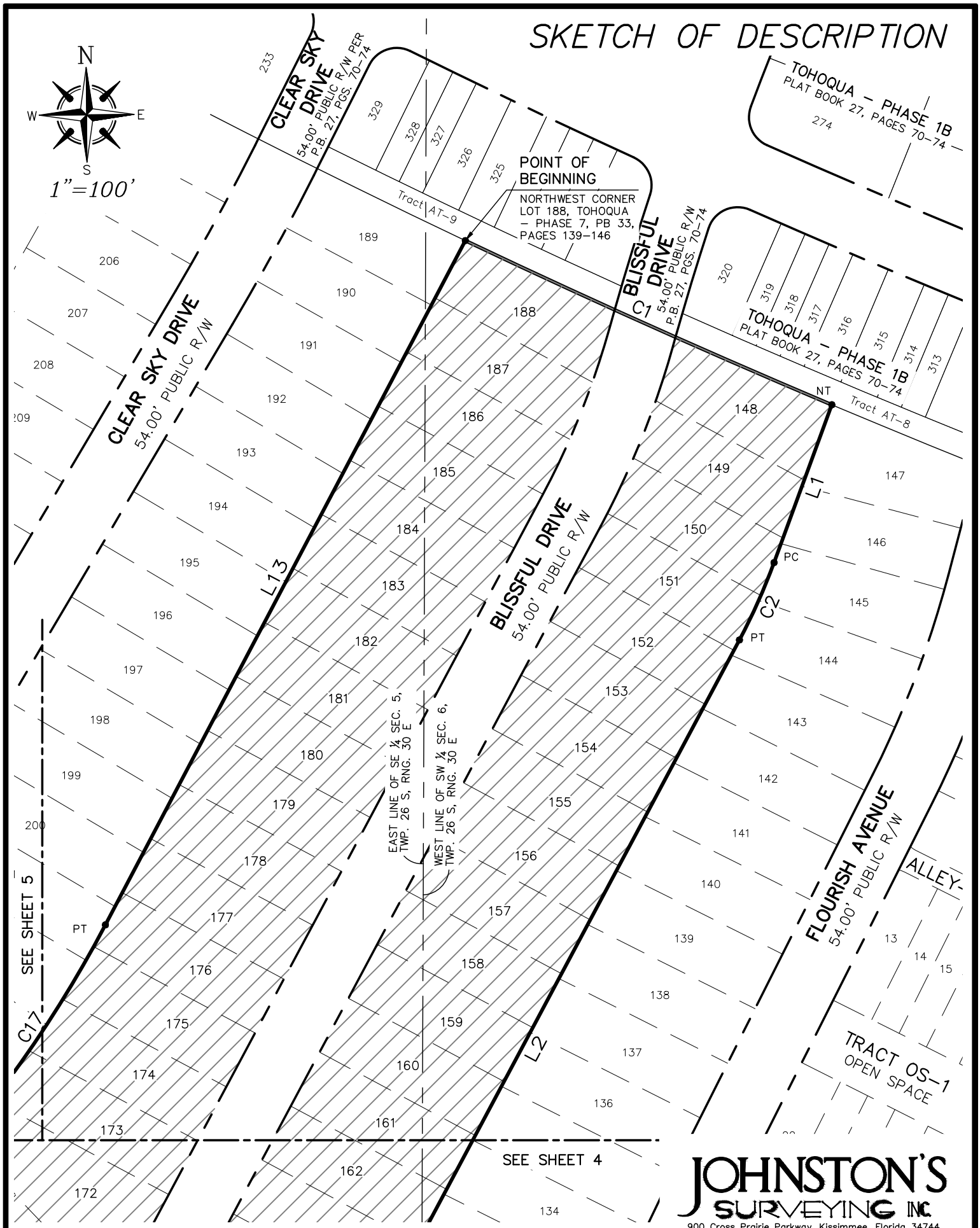
SKETCH OF DESCRIPTION



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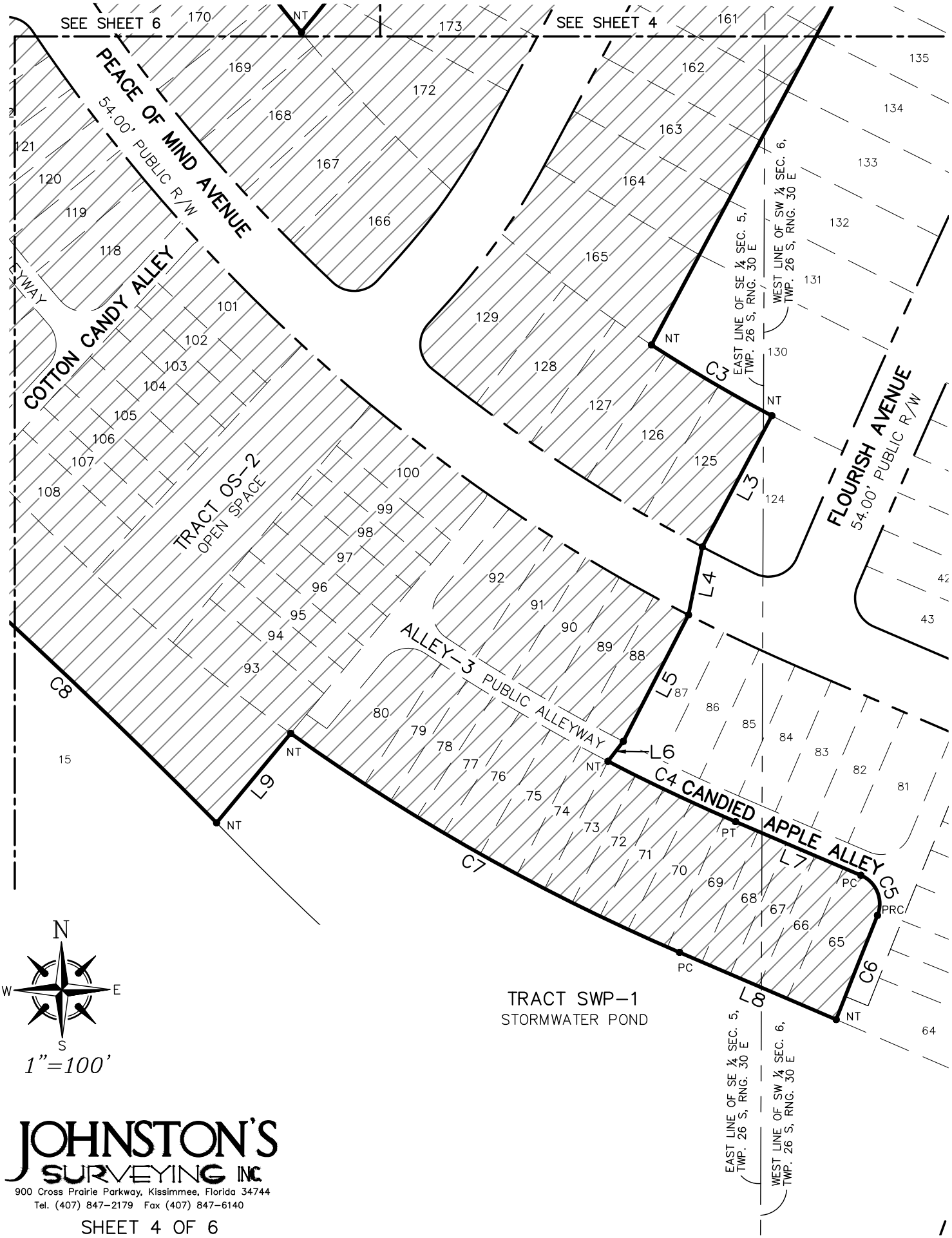
SKETCH OF DESCRIPTION



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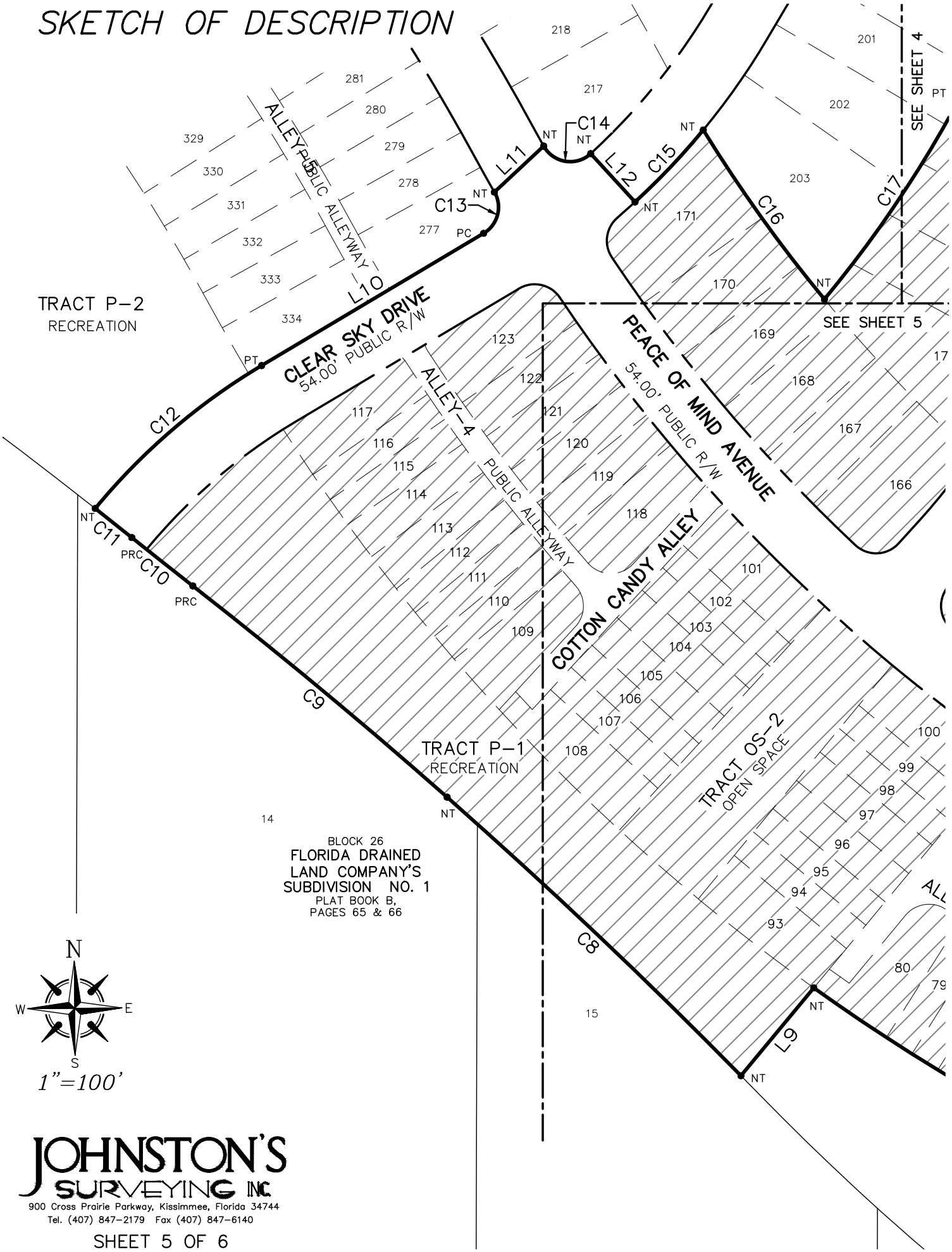
SKETCH OF DESCRIPTION



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

LINE & CURVE TABLES

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	7347.00'	2°33'49"	328.72'	S65°51'57"E	328.69'
C2	500.00'	7°57'14"	69.41'	S24°04'56"W	69.36'
C3	1253.00'	5°09'49"	112.93'	S59°31'02"E	112.89'
C4	1562.00'	4°11'10"	114.12'	S64°41'43"E	114.10'
C5	25.00'	88°40'30"	38.69'	S22°27'03"E	34.94'
C6	9176.75'	0°33'57"	90.61'	S21°36'14"W	90.61'
C7	1677.00'	12°21'03"	361.50'	N60°36'46"W	360.80'
C8	4679.77'	4°04'56"	333.43'	N46°32'07"W	333.36'
C9	4533.54'	3°26'25"	272.21'	N50°16'48"W	272.17'
C10	4953.13'	0°44'27"	64.04'	N51°37'47"W	64.04'
C11	4569.32'	0°28'59"	38.52'	N51°30'03"W	38.52'
C12	527.00'	19°43'45"	181.47'	N49°21'02"E	180.57'
C13	25.00'	89°00'48"	38.84'	N14°42'30"E	35.05'
C14	25.00'	103°16'18"	45.06'	S80°54'12"E	39.20'
C15	589.00'	7°56'54"	81.71'	N43°29'12"E	81.64'
C16	1253.00'	7°50'25"	171.46'	S35°35'51"E	171.32'
C17	1000.00'	11°55'45"	208.20'	N33°41'59"E	207.83'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S20°06'18"W	137.60'
L2	S28°03'33"W	746.65'
L3	S27°54'03"W	120.00'
L4	S11°31'19"W	56.19'
L5	S27°15'53"W	115.00'
L6	S37°32'47"W	20.32'
L7	S66°47'18"E	110.29'
L8	N66°47'18"W	137.83'
L9	S39°39'57"W	93.94'
L10	N59°12'54"E	212.69'
L11	N46°57'41"E	55.54'
L12	S42°32'21"E	54.00'
L13	N27°44'07"E	632.85'

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SKETCH OF DESCRIPTION

LEGAL DESCRIPTION

All of Lots 189 through 334, Tracts OS–3, OS–4, OS–5, OS–6, P–2, SW–P2 and SWP–3, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida, also being described as follows:

Begin at the Northeasterly corner of Lot 189, TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, pages 139 through 146 of the Public Records of Osceola County, Florida; thence S27°44'07"W, a distance of 632.85 feet to the Point of Curvature of a curve, Concave to the Northwest, having a Radius of 1,000.00 feet and a Central Angle of 11°55'45"; thence run Southwesterly along the Arc of said curve, a distance of 208.20 feet (Chord Bearing = S33°41'59"W, Chord = 207.83 feet) to a Point on a Non–Tangent Curve, Concave to the Northeast, having a Radius of 1,253.00 feet and a Central Angle of 07°50'25"; thence run Northwesterly along the arc of said curve, a distance of 171.46 feet (Chord Bearing = N35°35'51"W, Chord = 171.32 feet) to a Point on a Non–Tangent Curve, Concave to the Northwest, having a Radius of 589.00 feet and a Central Angle of 07°56'54"; thence run Southwesterly along the arc of said curve, a distance of 81.71 feet (Chord Bearing = S43°29'12"W, Chord = 81.64 feet) to a Point of Non Tangency; thence N42°32'21"W, a distance of 54.00 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 103°16'18"; thence run Westerly along the arc of said curve, a distance of 45.06 feet (Chord Bearing = N80°54'12"W, Chord = 39.20 feet) to a Point of Non Tangency; thence S46°57'41"W, a distance of 55.54 feet to a Point on a Non–Tangent Curve, Concave to the West, having a Radius of 25.00 feet and a Central Angle of 89°00'48"; thence run Southerly along the arc of said curve, a distance of 38.84 feet (Chord Bearing = S14°42'30"W, Chord = 35.05 feet) to a Point of Tangency; thence S59°12'54"W, a distance of 212.69 feet to the Point of Curvature of a curve, Concave to the Southeast, having a Radius of 527.00 feet and a Central Angle of 19°43'45"; thence run Southwesterly along the Arc of said curve, a distance of 181.47 feet (Chord Bearing = S49°21'02"W, Chord = 180.57 feet) to a Point on a Non–Tangent Curve, Concave to the Southwest, having a Radius of 4,569.32 feet and a Central Angle of 12°15'13"; thence run Northwesterly along the arc of said curve, a distance of 977.23 feet (Chord Bearing = N57°52'09"W, Chord = 975.37 feet); thence N34°23'52"E, a

ABBREVIATIONS/LEGEND

SEC.	SECTION	R	RADIUS
TWP.	TOWNSHIP	L	LENGTH
RNG.	RANGE	CB	CHORD BEARING
S.	SOUTH	CD	CHORD DISTANCE
E.	EAST	Δ	CENTRAL ANGLE
O.R.B.	OFFICIAL RECORDS BOOK	PC	POINT OF CURVATURE
PGS.	PAGES	PT	POINT OF TANGENCY
TEMP.	TEMPORARY	NT	NON TANGENT
NO./#	NUMBER	PRC	POINT OF REVERSE CURVE
●	DESCRIPTIVE POINT	PCC	POINT OF COMPOUND CURVE
P.S.M.	PROFESSIONAL SURVEYOR & MAPPER		

NOTES

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

REQUESTED BY: LENNAR

S–L 7–2A & 2B COMBINED

DATE OF SKETCH 10/21/2024	REVISIONS
SCALE 1" = 100'	
F.B. PAGE	
SECTIONS 05 & 06	
TWP. 26 S., RNG. 30 E.	
JOB NO. 21–439	SHEET 1 OF 8

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10/23/2024

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

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SKETCH OF DESCRIPTION

LEGAL DESCRIPTION (continued):

distance of 368.47 feet to a Point on a Non–Tangent Curve, Concave to the Northwest, having a Radius of 5,211.75 feet and a Central Angle of 07°07'03"; thence run Northeasterly along the arc of said curve, a distance of 647.42 feet (Chord Bearing = N29°35'43"E, Chord = 647.00 feet) to a Point of Non Tangency; thence N24°16'34"E, a distance of 151.46 feet; thence S64°53'43"E, a distance of 653.83 feet to the Point of Curvature of a curve, Concave to the Southwest, having a Radius of 2,353.00 feet and a Central Angle of 04°35'36"; thence run Southeasterly along the Arc of said curve, a distance of 188.64 feet (Chord Bearing = S62°35'55"E, Chord = 188.59 feet) to a Point of Reverse Curve, Concave to the Northeast, having a Radius of 7,347.00 feet and a Central Angle of 04°16'56"; thence Southeasterly along the arc, a distance of 549.09 feet, (Chord Bearing = S62°26'35"E, Chord = 548.97 feet) to the Point of Beginning.

Less Alleys 5, 6 and the following Right of Ways: Fulfillment Drive, Bright Sky Drive, Peace of Mind Avenue and Clear Sky Drive, all part of TOHOQUA – PHASE 7, according to the plat thereof, as recorded in Plat Book 33, Pages 139 through 146 of the Public Records of Osceola County, Florida.

Containing 29.27 acres, more or less.

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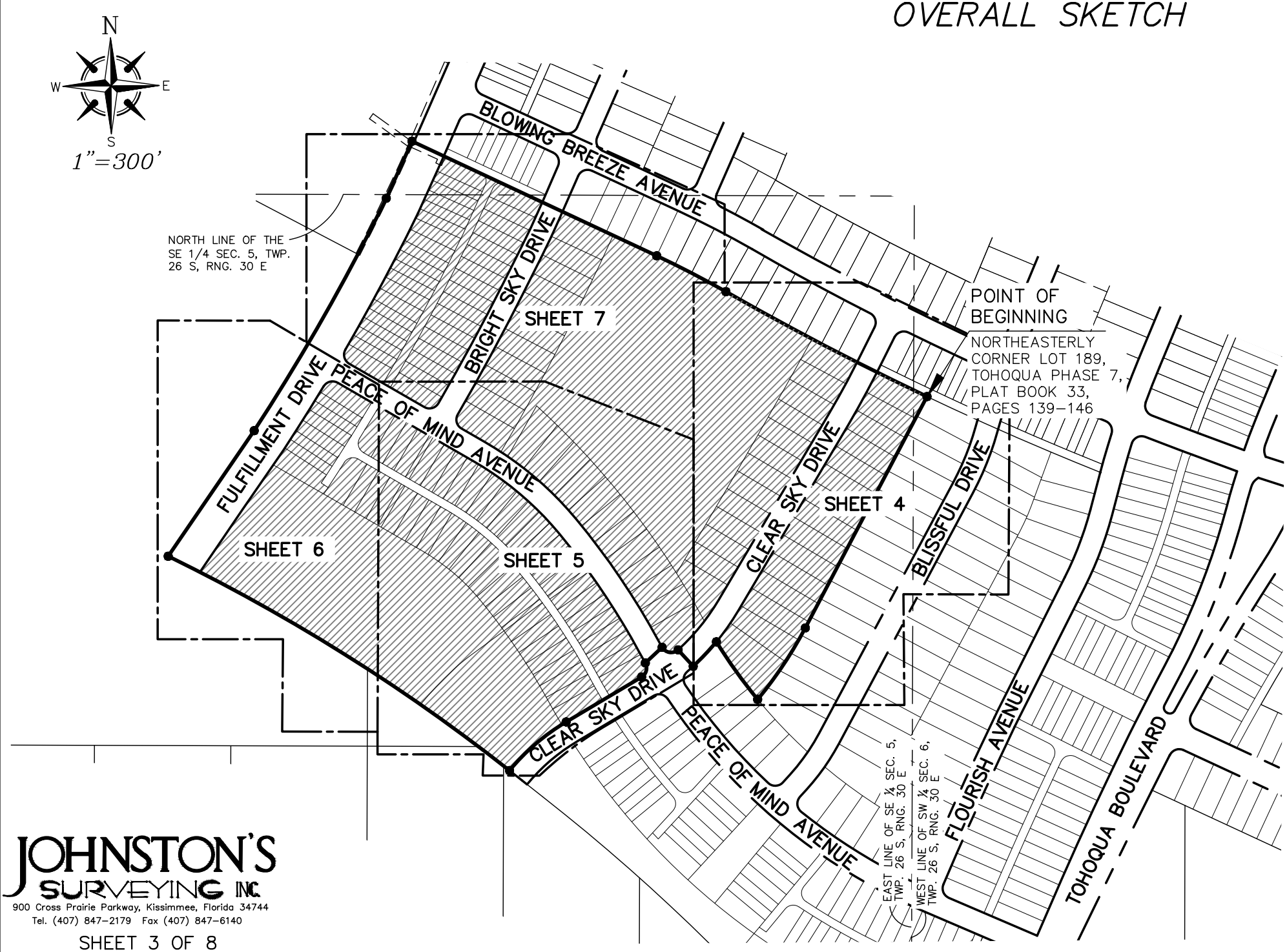
OVERALL SKETCH



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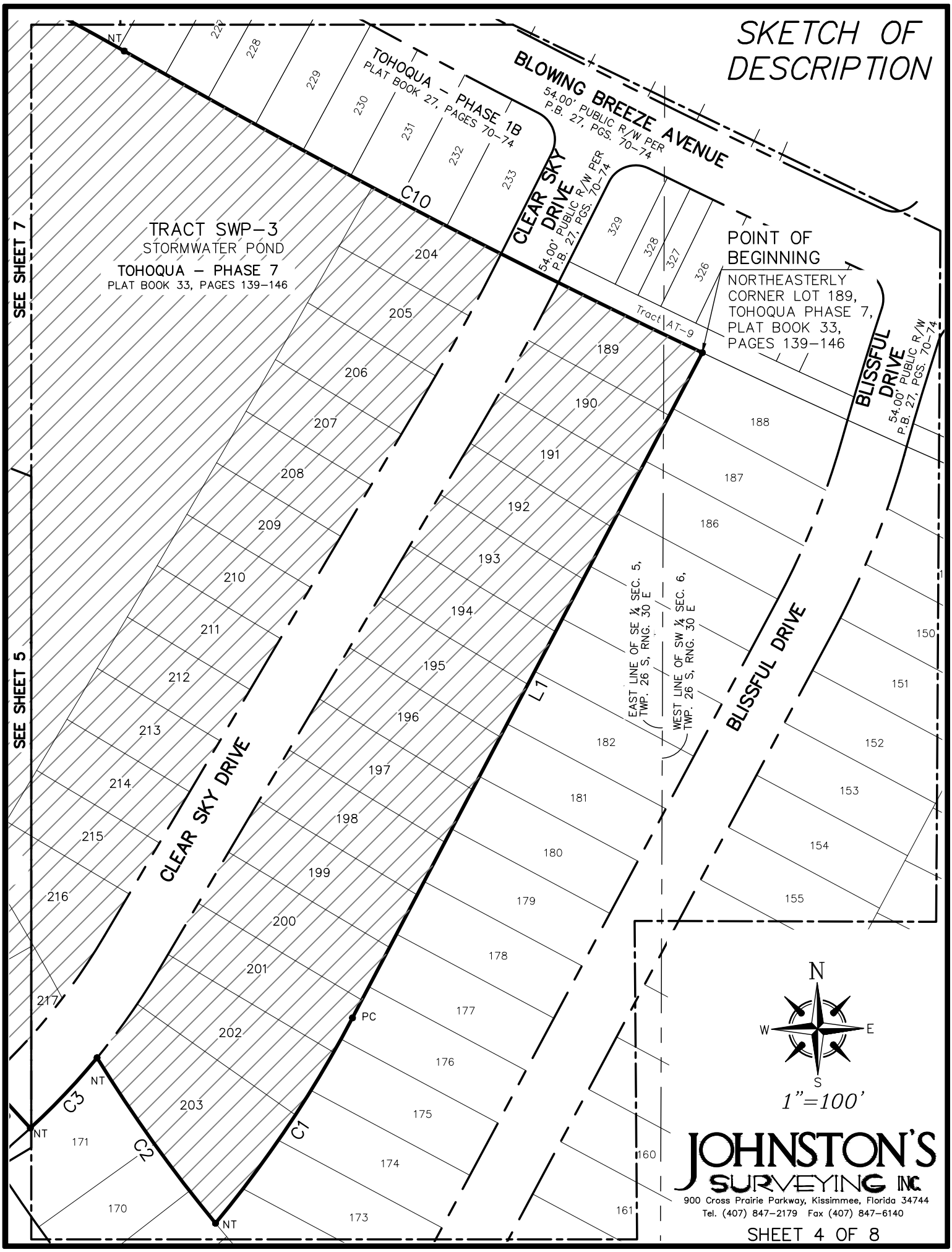
SKETCH OF DESCRIPTION



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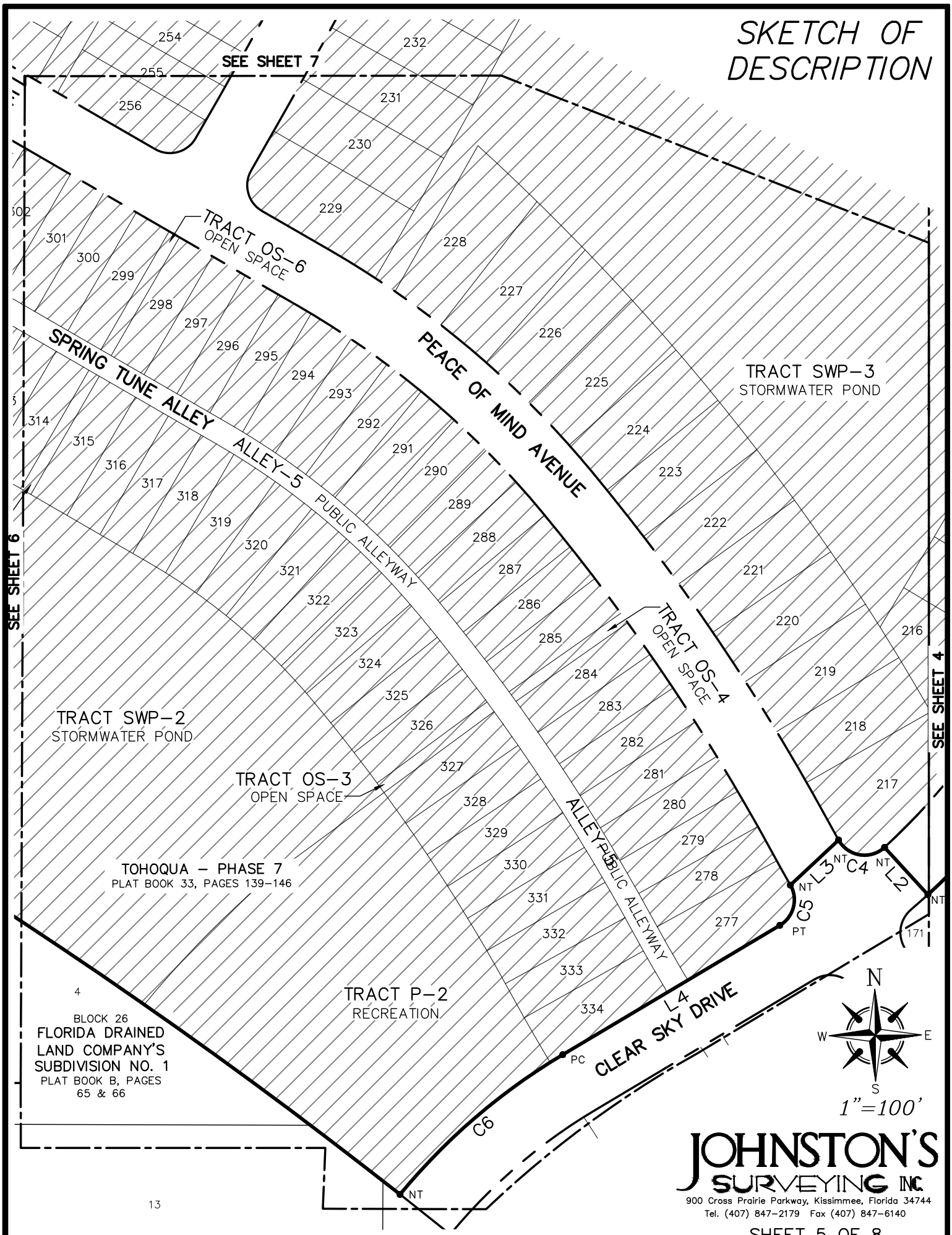

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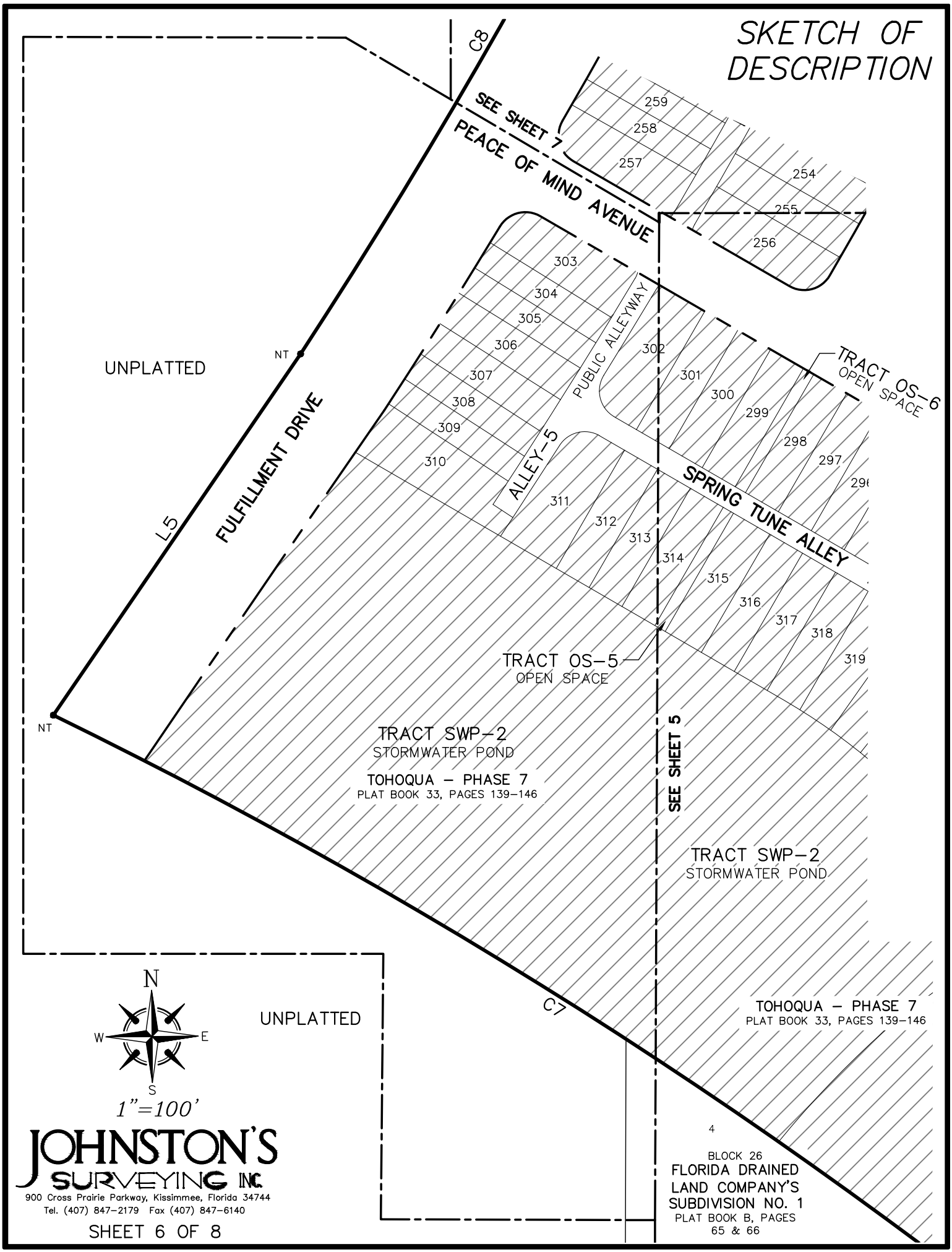
SKETCH OF DESCRIPTION



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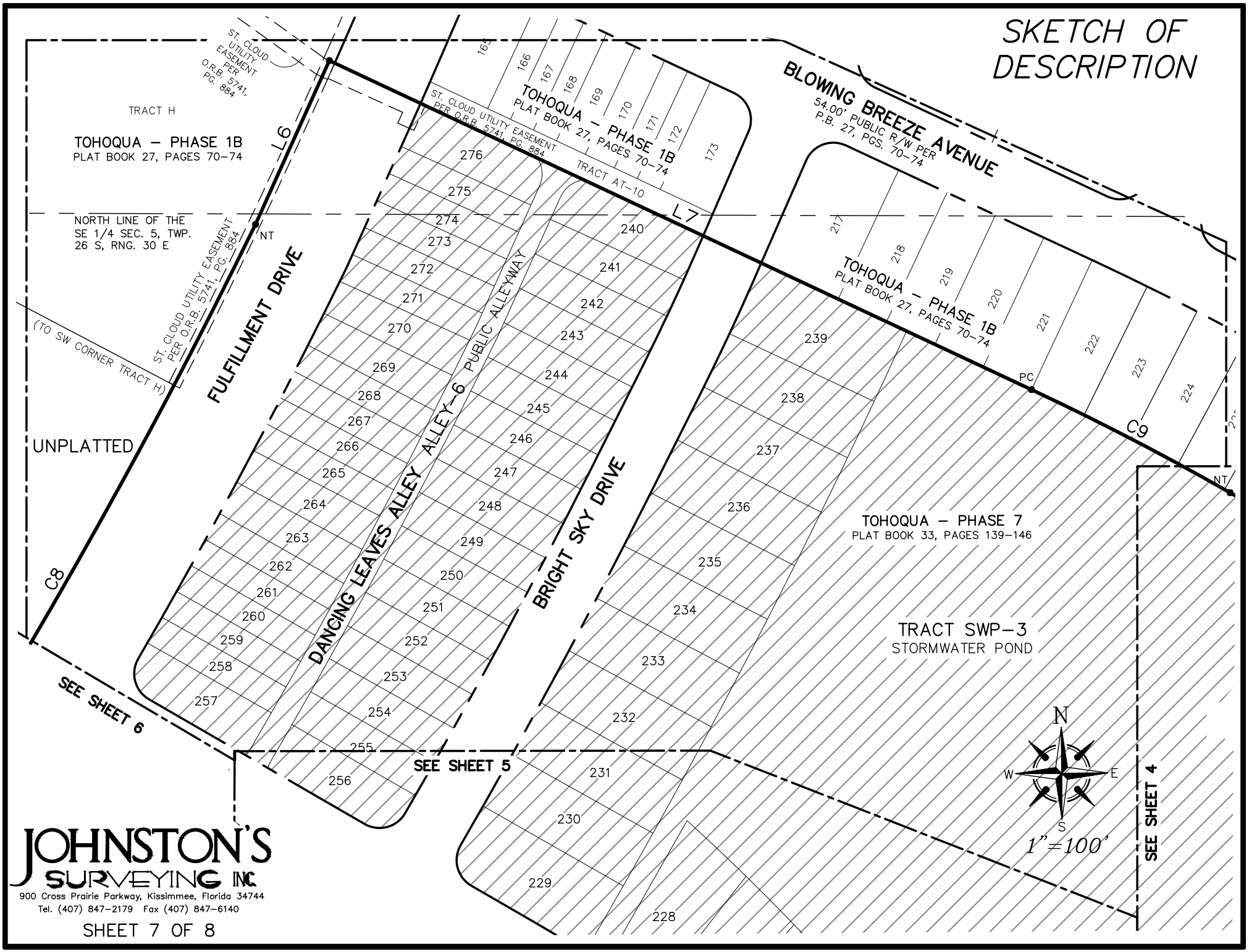

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LINE & CURVE TABLES

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHD. BEARING	CHORD LENGTH
C1	1000.00'	11°55'45"	208.20'	S33°41'59"W	207.83'
C2	1253.00'	7°50'25"	171.46'	N35°35'51"W	171.32'
C3	589.00'	7°56'54"	81.71'	S43°29'12"W	81.64'
C4	25.00'	103°16'18"	45.06'	N80°54'12"W	39.20'
C5	25.00'	89°00'48"	38.84'	S14°42'30"W	35.05'
C6	527.00'	19°43'45"	181.47'	S49°21'02"W	180.57'
C7	4569.32'	12°15'13"	977.23'	N57°52'09"W	975.37'
C8	5211.75'	7°07'03"	647.42'	N29°35'43"E	647.00'
C9	2353.00'	4°35'36"	188.64'	S62°35'55"E	188.59'
C10	7347.00'	4°16'56"	549.09'	S62°26'35"E	548.97'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S27°44'07"W	632.85'
L2	N42°32'21"W	54.00'
L3	S46°57'41"W	55.54'
L4	S59°12'54"W	212.69'
L5	N34°23'52"E	368.47'
L6	N24°16'34"E	151.46'
L7	S64°53'43"E	653.83'

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SECTION VI

RESOLUTION 2025-07

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

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

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

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

WHEREAS, Pulte Home Company, LLC, a Michigan limited liability company (hereinafter "Pulte"), has requested the approval and transfer by the District of real property and infrastructure improvements, as more particularly described in the Warranty Deed, Bill of Sale Absolute and Agreement, Agreement Regarding Taxes, Owner's Affidavit, Certificate of District Engineer, Limited Liability Company Affidavit and Affidavit of Nonforeign Status, attached hereto as **Exhibit "A**" (the "Conveyance Documents"), from Pulte to the District, and thereafter from the District to the Tohopekaliga Water Authority, and independent special district established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida legislature (hereinafter, "Toho."); and

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

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

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

2. Approval of Acquisition and Transfer of the Real Property and Improvements. The Board hereby approves the transfer and acceptance of the real property and improvements described in **Exhibit "A,"** to the District and thereafter to Toho., and approves and accepts the documents evidencing such conveyances in **Exhibit "A,"** as may be amended at the request of Toho.

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

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

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

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

[Continues on the Following Pages]

PASSED in public meeting of the Board of Supervisors of the Tohoqua Community Development District, this 4th day of December, 2024.

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT

Attest:

_____	By: _____
Print: _____	Name: _____
Secretary/Asst. Secretary	Title: _____

EXHIBIT "A"

CONVEYANCE DOCUMENTS

1. Deed between Pulte Home Company, LLC and the Tohoqua Community Development District;
2. Deed between the Tohoqua Community Development District and the Tohopekaliga Water Authority;
3. Bill of Sale Absolute and Agreement between Pulte Home Company, LLC and the Tohoqua Community Development District;
4. Bill of Sale Absolute and Agreement between the Tohoqua Community Development District and the Tohopekaliga Water Authority;
5. Agreement Regarding Taxes between Pulte Home Company, LLC and the Tohoqua Community Development District;
6. Owner's Affidavit of Pulte Home Company, LLC;
7. Owner's Affidavit of the Tohoqua Community Development District;
8. Certificate of District Engineer;
9. Limited Liability Company Affidavit; and
10. Affidavit of Non-Foreign Status (FIRPTA) of Tohoqua Community Development District and Pulte Home Company, LLC.

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Kristen E. Trucco, Esq.
Latham, Luna, Eden & Beaudine, LLP
P.O. Box 3353
Orlando, Florida 32802

Parcel ID No. _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED made as of this _____ day of _____, 2024, by **PULTE HOME COMPANY, LLC**, a Michigan limited liability company (the "Grantor"), whose principal address is 3350 Peachtree Road Northeast, Suite 1500, Atlanta, GA 30326, to **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district (the "Grantee"), whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801.

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

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

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE.

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

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

AND the Grantor does hereby covenant with Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey this land; that the Grantor hereby warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same) and taxes for the year 2024 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other.

NOTE TO RECORDER: This deed is a conveyance of unencumbered property for no consideration and is exempt from documentary stamp tax pursuant to Florida Administrative Code Rule 12B-4.014(2)(b). Minimum documentary stamp tax of $0.70 is being paid herein.

[SIGNATURES ON FOLLOWING PAGE]

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

Signed, sealed and delivered in our presence:

"GRANTOR"

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: _____

Print: Christopher Wrenn

Title: Vice President – Land Development (Central Florida)

Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

_____
(Signature)
_____
(Print Name)
Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

_____
(Signature)
_____
(Print Name)
Address: 4901 Vineland Road, Suite 500
Orlando, FL 32811

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2024, by Christopher Wrenn, as Vice President – Land Development (Central 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
(SEAL) Print Name: _____
Comm. Exp.: _____; Comm. No.: _____

EXHIBIT "A"

Description of the Property

Tract LS-1, according to the TOHOQUA PHASE 8A plat, as recorded in Plat Book ____, Page ____, Public Records of Osceola County, Florida.

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Kristen E. Trucco, Esq.
Latham, Luna, Eden & Beaudine, LLP
P.O. Box 3353
Orlando, Florida 32802

Parcel ID No. _____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this _____ day of _____, 2024, between the Tohoqua Community Development District, a Florida community development district, having an address at c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (the "Grantor"), and the Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 (the "Grantee").

WITNESSETH:

GRANTOR, for and in consideration of the sum of Ten and no/100 Dollars ($10.00) and other good and valuable consideration to Grantor in hand paid by said Grantee, the receipt whereof is hereby acknowledged, hereby grant, convey, bargain, and sell to the said Grantee, and Grantee's successors and assigns forever, the following described property, situate, lying and being in City of St. Cloud, Florida, to-wit (the "Property"): See attached Exhibit "A" incorporated herein by reference.

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

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

GRANTOR does hereby covenant with and warrant to Grantee that the Grantor is lawfully seized of the Property in fee simple; that the Grantor has good right and lawful authority to sell and convey the Property; and that the Grantor hereby warrants that title to the land is free from all encumbrances except for restrictions, covenants, conditions, easements and other matters of record (provided, however, that reference thereto shall not serve to re-impose same), and taxes for the year 2024 and subsequent years, and that the Grantor will defend title to the land against the lawful claims of all persons claiming by, through or under Grantor, but against none other. Grantor hereby releases unto Grantee any automatic reservation and right of entry rights under Section 270.11, *Florida Statutes*.

NOTE TO RECORDER: This deed is a conveyance of unencumbered property for no consideration and is exempt from documentary stamp tax pursuant to Florida Administrative Code Rule 12B-4.014(2)(b). Minimum documentary stamp tax of $0.70 is being paid herein.

IN WITNESS WHEREOF, the said Grantor has duly caused the execution of this Warranty Deed as of the date set forth above.

WITNESSES:

By: TOHOQUA COMMUNITY DEVELOPMENT DISTRICT

_____
Print Name: _____
Address:_____

By:_____
Its: Chairman
Name: Andre Vidrine
Address: _____

_____
Print Name: _____
Address:_____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this [___] day of November, 2024, by Andre Vidrine, as Chairman of the Board of Supervisors of the Tohoqua Community Development District and who has acknowledged that he has executed the same on behalf of the Tohoqua Community Development District. He has [ ] produced [_____] as identification or [ ] is personally known to me.

_____
Notary Public

Print Name:_____

My Commission expires: _____

My Commission No.: _____

EXHIBIT "A"

(Legal Description)

Tract LS-1, according to the TOHOQUA PHASE 8A plat, as recorded in Plat Book ____, Page ____, Public Records of Osceola County, Florida.

BILL OF SALE ABSOLUTE AND AGREEMENT
Tohoqua Community Development District – Lift Station
(Tohoqua Phase 8A Plat)

THIS BILL OF SALE ABSOLUTE AND AGREEMENT ("Agreement") is made as of this _____ day of _____, 2024, 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 1500, Atlanta, Georgia 30326, and

RECITALS

WHEREAS, Developer owns certain improvements, including all pipes, lines, gate valves, valve boxes, fittings, thrust blocks, hydrants, pumps, equipment and other goods which comprise the lift station, as further described 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 District to perpetually own, operate and maintain the Improvements, as the District may deem reasonable or appropriate, within its sole discretion, for the benefit of the District; and

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

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.

PULTE HOME COMPANY, LLC, a
Michigan limited liability company

By:_____

Print: Christopher Wrenn

Title: Vice President – Land Development
(Central Florida)

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2024, by Christopher Wrenn, as Vice President – Land Development (Central 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 – Lift Station
(Tohoqua Phase 8A Plat)

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

ATTEST:

By:_____

By: _____
Secretary/Asst. Secretary

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 _____, 2024, 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"

LOCATION OF IMPROVEMENTS

The Improvements are located on the following real property tracts:

Tract LS-1, according to the TOHOQUA PHASE 8A plat, as recorded in Plat Book ____, Page ____, Public Records of Osceola County, Florida.

Description of Improvements:

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment.

BILL OF SALE ABSOLUTE AND AGREEMENT
Tohoqua Community Development District – Lift Station
(Tohoqua Phase 8A Plat)

KNOW ALL MEN BY THESE PRESENTS, that the Tohoqua Community Development District, a Florida community development district having an address at c/o Governmental Management Services - Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801 (hereinafter called the "Grantor"), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, paid and delivered by Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189 Florida Statutes by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 (hereinafter called the "Grantee"), the receipt whereof is hereby acknowledged, has granted, bargained, sold, transferred and delivered, and by these presents does grant, bargain, sell, transfer and deliver unto the Grantee, its successors and assigns, following:

> Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment that comprise the lift station installed on the property described in Exhibit "A" attached hereto and made a part hereof (collectively, the "Improvements").

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

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

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

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

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

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal as of this _____ day of _____, 2024.

WITNESSES:

By: TOHOQUA COMMUNITY DEVELOPMENT DISTRICT

_____

Print Name: _____

By:_____

Name: Andre Vidrine

Title: Chairman

_____

Print Name: _____

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before by means of [ ] physical presence or [ ] online notarization, this _____ day of _____ 2024, by Andre Vidrine, as Chairman for the Tohoqua Community Development District and who has acknowledged that he has executed the same on behalf of the Tohoqua Community Development District. He has produced _____ as identification or is personally known to me.

_____
Notary Public

Print Name:_____

My Commission expires: _____

My Commission No.: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

Tract LS-1, according to the TOHOQUA PHASE 8A plat, as recorded in Plat Book ____, Page ____, Public Records of Osceola County, Florida.

AGREEMENT REGARDING TAXES

Tohoqua Community Development District – Lift Station
(Tohoqua Phase 8A Plat)

THIS AGREEMENT REGARDING TAXES ("Agreement") is entered into this ____ day of _____, 2024, by and between **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, whose address is 3350 Peachtree Road Northeast, Suite 1500, Atlanta, Georgia 30326 (the "Developer"), and the **TOHOQUA COMMUNITY DEVELOPMENT DISTRICT**, a Florida community development district, whose address is c/o Governmental Management Services – Central Florida, LLC, 219 E. Livingston Street, Orlando, Florida 32801 (the "District").

WITNESSETH

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

WHEREAS, Developer is the owner and developer of infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described on Exhibit "A" attached hereto and incorporated herein (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 Property and the Improvements to the District by Warranty Deed and 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 Property and Improvements from Developer to District, Developer and District are desirous of setting forth in this Agreement their respective responsibilities with regard to applicable ad-valorem taxes and assessments on the Property.

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

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

2. Developer hereby represents that all ad-valorem taxes and assessments relating to the Property, or any portion thereof, for tax year 2023 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 Property for the tax year 2024.

4. District shall, within thirty (30) days of receipt, forward to the Developer, at their address set forth above and via U.S. mail, any correspondence, notice or bill from Osceola County Tax Collector relating to the Property for tax year 2024 that the District actually received in its office.

5. Subsequent to the District's acceptance of the Property and Improvements, and only in the event the Property is not conveyed to another governmental entity, the District shall endeavor to either obtain an exemption from ad-valorem taxes pertaining to the Property or, in the alternative, shall seek a minimal valuation of the Property, from the Osceola County Property Appraiser and, subsequent to tax year 2024, Developer shall have no further responsibility with regard to ad-valorem taxes or assessments levied against the Property and/or Improvements, as applicable.

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.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE TO AGREEMENT REGARDING TAXES
Tohoqua Community Development District – Lift Station
(Tohoqua Phase 8A Plat)

WITNESSES:

X _____

Print: _____

X _____

Print: _____

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By: _____

Print: Christopher Wrenn

Title: Vice President – Land Development
(Central Florida)

TOHOQUA COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district

ATTEST

X _____

Print: _____
Secretary/Asst. Secretary

By: _____

Print: Andre Vidrine

Title: Chairman

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract LS-1, according to the TOHOQUA PHASE 8A plat, as recorded in Plat Book ____, Page ____, Public Records of Osceola County, Florida.

IMPROVEMENTS

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment.

OWNER'S AFFIDAVIT
Tohoqua Community Development District – Lift Station
(Tohoqua Phase 8A Plat)

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared Christopher Wrenn ("Affiant") as Vice President – Land Development (Central 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 1500, Atlanta, Georgia, 30326 (the "Owner"), who being first duly sworn on oath says:

1. That Affiant knows of his own knowledge that the Owner is the fee simple title holder to certain lands located in City of St. Cloud, Florida (the "Property") and of certain infrastructure improvements on the Property (the "Improvements"), as more particularly described on Exhibit "A" attached hereto, and that Affiant is the Vice President – Land Development (Central 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 Property and Improvements, as described in the Warranty Deed and 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 reflected in the title insurance commitment issued on November 1, 2024 by First American Title Insurance Company.

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

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

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

6. That Affiant knows of no action or proceeding relating to the Property or Improvements which is now pending in any state or federal court in the United States affecting the Property, 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 Property or Improvements.

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

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

9. That there are no matters pending against Owner that could give rise to any lien(s) that could attach to the Property or the Improvements between the effective date of the Plat and the recording of the deed of conveyance, and that Affiant shall not execute nor permit the execution or recording of any instruments that would adversely affect title of the Property or the 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, Baker & Hostetler LLP ("BHLLP") 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, BHLLP 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, BHLLP 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: _____ , **2024**

Signed, sealed and delivered in our presence:

_____
(Signature)

_____
(Print Name)

_____
(Signature)

_____
(Print Name)

PULTE HOME COMPANY, LLC, a Michigan limited liability company

By:_____

Print: Christopher Wrenn

Title: Vice President – Land Development (Central Florida)

STATE OF FLORIDA

COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of [ ] physical presence or [ ] online notarization, this _____ day of _____, 2024, by Christopher Wrenn, as Vice President – Land Development (Central Florida), of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company, on behalf of the limited liability company. He has produced _____ as identification or is personally known to me.

_____
Notary Public

Print Name:_____

My Commission Expires: _____

My Commission No.: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract LS-1, according to the TOHOQUA PHASE 8A plat, as recorded in Plat Book ____, Page ____, Public Records of Osceola County, Florida.

IMPROVEMENTS

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment.

OWNER'S AFFIDAVIT

BEFORE ME, the undersigned Notary Public, personally appeared **ANDRE VIDRINE** ("Affiant"), as Chairman of the Tohoqua Community Development District, being first duly sworn, deposes and says that:

1. Tohoqua Community Development District is the owner of the property described in **Exhibit "A"** attached hereto (collectively, the "Property").

2. Tohoqua Community Development District is in sole possession of the Property and no other person, corporation or entity has any right or lawful claim to possession or use of the Property.

3. The Property and any furniture, fixtures, equipment and personal property located in the improvements comprising the Property, if any, are free and clear of all liens, mortgages, unrecorded easements, contracts of sale, taxes, assessments, encumbrances, and claims of every kind, nature and description whatsoever except as reflected in the title insurance commitment issued on November 1, 2024 by First American Title Insurance Company.

4. No judgments have been rendered and no suits are now pending in any court of record that impairs or involves title to the Property; nor have any writs or execution or attachment issued from any court been levied upon the Property in City of St. Cloud, Florida.

5. There have been no improvements, alterations or repairs to the Property for which the costs thereof remain unpaid; and within the past ninety (90) days there have been no claims for labor or material furnished for repairing or improving same that remain unpaid; and there are no construction, mechanics', materialmen's, or laborers' liens against the Property.

6. Affiant knows of no unrecorded easements, liens or assessments against the Property, nor are there any special assessments or taxes which are not shown as existing liens by the public records.

7. This Affidavit is given for the purposes of inducing the Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature, to accept the conveyance of the Property from the Tohoqua Community Development District.

8. Affiant is not aware of any matters pending against Tohoqua Community Development District that could give rise to a lien which would attach to the Property between the last title examination and the recording of the Warranty Deed.

9. Tohoqua Community Development District shall not execute any instrument nor permit the recording of any instrument that would adversely affect title to the Property from and after this date.

10. Tohoqua Community Development District or Pulte Home Company, LLC shall be responsible for all costs related to the conveyance of the Property to the Tohopekaliga Water Authority.

[Signature page follows.]

Tohoqua Community Development District

By: _____
Name: Andre Vidrine
Title: Chairman

STATE OF FLORIDA

COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of __ physical presence or __ online notarization, this [____] day of _____, 2024, by Andre Vidrine, as Chairman of the Tohoqua Community Development District. He has produced _____ as identification or is personally known to me.

_____
Notary Public

Print Name:_____

My Commission Expires: _____

My Commission No.: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY

Tract LS-1, according to the TOHOQUA PHASE 8A plat, as recorded in Plat Book ____, Page ____, Public Records of Osceola County, Florida.

CERTIFICATE OF DISTRICT ENGINEER
Tohoqua Community Development District – Lift Station
(Tohoqua Phase 8A Plat)

I, **Stephen K. Saha, P.E.** of **Poulos & Bennett, LLC**, a Florida limited liability company, authorized to transact business in Florida, and licensed to provide professional engineering services to the public in the State of Florida under Florida License No. 76903,with offices located at 2602 E. Livingston Street, Orlando, Florida, 32803 ("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"), for ownership, operation and maintenance, certain real property described in Exhibit "A" attached hereto and incorporated herein (collectively, the "Property"), plus infrastructure improvements and personal property, made in, on, over, under and through the Property and the land owned by the District, as described more completely in Exhibit "A" attached hereto and incorporated herein (collectively, the "Improvements"), and subsequently convey such real property and improvements to the Tohopekaliga Water Authority, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature, whose address is 951 Martin Luther King Blvd., Kissimmee, Florida 34741 ("Toho"). Any real property being conveyed to the District is being transferred at only nominal cost to the District, so 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 Property and Improvements from the Developer to the District and the District's subsequent conveyance of the Property and Improvements to Toho. 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 any known 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. The Property and Improvements are in a condition acceptable for acceptance by the District.

5. That the Improvements are properly permitted by the appropriate governmental entities, 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 the District Engineer.

[Signature page to follow.]

SIGNATURE PAGE TO CERTIFICATE OF DISTRICT ENGINEER
Tohoqua Community Development District – Lift Station
(Tohoqua Phase 8A Plat)

DATED: _____, 2024

Witness: _____
Print: _____

Witness: _____
Print: _____

_____
Stephen K. Saha, P.E.
State of Florida License No.: 76903
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 _____, 2024 by **STEPHEN S. SAHA, P.E.** of Poulos & Bennett, LLC, a Florida limited liability company, on behalf of said company. Said person is [ ] personally known to me or [ ] has produced a valid driver's license as identification.

_____
Notary Public; State of Florida

(SEAL)

Print Name: _____
Comm. Exp.: _____
Comm. No.: _____

EXHIBIT "A"

DESCRIPTION OF THE PROPERTY AND IMPROVEMENTS

PROPERTY

Tract LS-1, according to the TOHOQUA PHASE 8A plat, as recorded in Plat Book ____, Page ____, Public Records of Osceola County, Florida.

IMPROVEMENTS

Lift station tract improvements, including all pipes, valves, fittings, wet well, pumps, electrical panels, fencing and other equipment.

THIS INSTRUMENT PREPARED BY
AND TO BE RETURNED TO:
Kristen E. Trucco, Esq.
Latham, Luna, Eden & Beaudine, LLP
P.O. Box 3353
Orlando, Florida 32802

LIMITED LIABILITY COMPANY AFFIDAVIT

STATE OF FLORIDA

COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared CHRISTOPHER WRENN ("Affiant"), who under oath, warrants, represents, deposes and says as follows:

1. Affiant is the Vice President – Land Development (Central Florida) of Pulte Home Company, LLC, a Michigan limited liability company ("Pulte").

2. The facts and matters contained and recited in this Affidavit are based upon the personal knowledge of the Affiant and are true and correct as of the date of execution of this Affidavit.

3. Pulte is a limited liability company organized, existing and in good standing under the laws of the State of Michigan and is qualified to do business in the State of Florida.

4. Neither Pulte nor any member or officer of Pulte, including Affiant, is or has been a debtor in any bankruptcy proceeding since acquiring the Property (as hereinafter defined) and there are no proceedings pending for or with regard to the dissolution, liquidation or bankruptcy of Pulte.

5. Pulte owns and holds the fee simple title to the property as described on **Exhibit "A"** attached hereto and by this reference made a part hereof (the "Property"). There are no parties in possession of the Property other than Pulte.

6. Pulte has authorized the execution of a Warranty Deed with respect to the Property in favor of the Tohoqua Community Development District, a local unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* (the "Deed").

7. Affiant, as the Vice President – Land Development (Central Florida) of Pulte, is authorized to execute and deliver the Deed and all other documents related thereto, on behalf of Pulte. Any person, partnership, corporation or other business entity dealing with Pulte shall be entitled to rely fully on any documents executed in the name of Pulte provided they are signed by the Affiant as the Vice President of Pulte in the name of Pulte.

8. There are no encumbrances on the Property other than those set forth in the title insurance commitment prepared by First American Title Insurance Company, dated November 1, 2024. There are no unrecorded assessments which are due and payable and there have been no

improvements made to or upon the Property within the last ninety (90) days for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed.

9. Affiant has read, or heard read to Affiant, and to the best of Affiant's knowledge believes it is true, correct and complete, and that Affiant is familiar with the nature of an oath with the penalty of perjury as provided by law.

10. This Affidavit is given for the purpose of inducing the Tohoqua Community Development District to accept the conveyance of the Property.

[SIGNATURE APPEARS ON FOLLOWING PAGE]

FURTHER AFFIANT SAYETH NAUGHT.

Dated as if the ____ day of _____, 2024.

By: _____
Print: Christopher Wrenn
Title: Vice President – Land Development
(Central Florida)
Address: _____

STATE OF FLORIDA

COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of __ physical presence or __ online notarization, this _____ day of _____, 2024, by Christopher Wrenn, as Vice President – Land Development (Central Florida), of Pulte Home Company, LLC, on behalf of the limited liability company. He has produced _____ as identification or is personally known to me.

_____
Notary Public

Print Name:_____

My Commission Expires: _____

My Commission No.: _____

EXHIBIT "A"

Property

Tract LS-1, according to the TOHOQUA PHASE 8A plat, as recorded in Plat Book ____, Page ____, Public Records of Osceola County, Florida.

AFFIDAVIT OF NONFOREIGN STATUS

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. For U.S. tax purposes (including §1445), the owner of a disregarded entity (which has title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. This affidavit is made to inform TOHOPEKALIGA WATER AUTHORITY, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature (the "Transferee") that withholding of tax by Transferee is not required upon the disposition of a U.S. real property interest by PULTE HOME COMPANY, LLC ("Pulte").

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared Christopher Wrenn ("Affiant"), who, being by me first duly sworn, deposes and says:

1. Affiant is the Vice President – Land Development (Central Florida) of Pulte and as such has the knowledge and authority to make this Affidavit.

2. Pulte is the owner and holder of title to certain real property located in City of St. Cloud, Florida more particularly described on **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Property").

3. The Property is being transferred by Pulte to the District and from the District to the Transferee.

4. Pulte 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 ("Treasury Regulations").

5. Pulte is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Treasury Regulations.

6. The U.S. Taxpayer Identification Number (Social Security Number) of Pulte is 38-1545089.

7. The post office address of Pulte is 3350 Peachtree Road Northeast, Suite 1500, Atlanta, GA 30326.

8. Affiant acknowledges on behalf of Pulte that this Affidavit is being provided to the Transferee in order to inform Transferee that the transfer of the Property is not subject to the withholding requirement imposed by Section 1445 of the Code.

9. Affiant acknowledges on behalf of Pulte that this Affidavit may be disclosed to the Internal Revenue Service by the Transferee, and that any false statement contained herein could be punished by fine, imprisonment, or both.

10. Under penalties of perjury Affiant declares that Affiant has examined this Affidavit, and to the best of Affiant's knowledge and belief, it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

DATED and to be effective as of the ____ day of _____, 2024.

_____
Christopher Wrenn
Vice President – Land Development (Central Florida) of Pulte Home Company, LLC

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by Christopher Wrenn, as Vice President – Land Development (Central Florida) of Pulte Home Company, LLC, and who has acknowledged that he has executed the same on behalf of the limited liability company, who ☐ is personally known to me, or ☐ produced _____ as identification.

_____
Notary Public Signature
Print Notary Name:_____
My commission expires:_____

[AFFIX NOTARY SEAL]

EXHIBIT "A"

<u>Legal Description</u>

Tract LS-1, according to the TOHOQUA PHASE 8A plat, as recorded in Plat Book ____, Page ____, Public Records of Osceola County, Florida.

AFFIDAVIT OF NONFOREIGN STATUS

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. For U.S. tax purposes (including §1445), the owner of a disregarded entity (which has title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. This affidavit is made to inform TOHOPEKALIGA WATER AUTHORITY, an independent special district, established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature (the "Transferee") that withholding of tax by Transferee is not required upon the disposition of a U.S. real property interest by TOHOQUA COMMUNITY DEVELOPMENT DISTRICT (the "District").

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned authority, personally appeared Andre Vidrine ("Affiant"), who, being by me first duly sworn, deposes and says:

1. Affiant is the duly authorized and currently serving as Chairman to the District, and as such has the knowledge and authority to make this Affidavit.

2. The District is the owner and holder of title to certain real property located in City of St. Cloud, Florida more particularly described on **Exhibit "A"** attached hereto and made a part hereof by this reference (the "Property").

3. The Property is being transferred by the District to the Transferee.

4. The District 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 ("Treasury Regulations").

5. The District is not a disregarded entity as defined in §1.1445-2(b)(2)(iii) of the Treasury Regulations.

6. The U.S. Taxpayer Identification Number (Social Security Number) of the District is 82-2959773.

7. The post office address of the District is c/o Governmental Management Services – Central Florida, LLC, 219 East Livingston Street, Orlando, Florida 32801.

8. Affiant acknowledges on behalf of the District that this Affidavit is being provided to the Transferee in order to inform Transferee that the transfer of the Property is not subject to the withholding requirement imposed by Section 1445 of the Code.

9. Affiant acknowledges on behalf of the District that this Affidavit may be disclosed to the Internal Revenue Service by the Transferee, and that any false statement contained herein could be punished by fine, imprisonment, or both.

10. Under penalties of perjury Affiant declares that Affiant has examined this Affidavit, and to the best of Affiant's knowledge and belief, it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

DATED and to be effective as of the ____ day of _____, 2024.

_____
Andre Vidrine, Chairman

STATE OF FLORIDA
COUNTY OF ORANGE

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2024, by Andre Vidrine, as Chairman for the Tohoqua Community Development District and who has acknowledged that he has executed the same on behalf of the Tohoqua Community Development District, who ☐ is personally known to me, or ☐ produced _____ as identification.

_____
Notary Public Signature
Print Notary Name:_____
My commission expires:_____

[AFFIX NOTARY SEAL]

EXHIBIT "A"

<u>Legal Description</u>

Tract LS-1, according to the TOHOQUA PHASE 8A plat, as recorded in Plat Book ____, Page ____, Public Records of Osceola County, Florida.

NONGOVERNMENTAL ENTITY
ANTI-HUMAN TRAFFICKING AFFIDAVIT
(Section 787.06(13), *Florida Statutes* (2024))

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared **CHRISTOPHER WRENN** ("Affiant") who, being first duly sworn, on oath, says:

Affiant is an officer or authorized representative of **PULTE HOME COMPANY, LLC**, a Michigan limited liability limited company ("Company"), and Affiant attests that Company does not use coercion for labor or services as defined in Section 787.06, *Florida Statutes* (2024).

Under penalty of perjury, I hereby declare and affirm that the above stated facts are true and correct.

DATED as of _____, 2024.

_____
CHRISTOPHER WRENN, as Vice President – Land Development (Central Florida), of Pulte Home Company, LLC, a Michigan limited liability company

SUBSCRIBED AND SWORN TO before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2024, by **CHRISTOPHER WRENN**, as Vice President – Land Development (Central Florida), of **PULTE HOME COMPANY, LLC**, a Michigan limited liability company. Said person is *(check one)* ☐ personally known to me or ☐ has produced a valid driver's license as identification.

[Notary Seal]

_____
Signature of person taking acknowledgment
Name (typed, printed or stamped):_____
Title or Rank:_____
Serial number (if any):_____

SECTION VII

KATRINA SCARBOROUGH, CFA, CCF, MCF
OSCEOLA COUNTY PROPERTY APPRAISER

Tohoqua CDD

This Data Sharing And Usage Agreement, hereafter referred to as "Agreement," establishes the terms and conditions under which the **Tohoqua CDD**, hereafter referred to as agency, can acquire and use Osceola County Property Appraiser (OCPA) data that is exempt from Public Records disclosure as defined in FS 119.071.

Please note the referenced statute has amended as of October 1, 2021. The paragraph below reflects the changes.

The confidentiality of personal identifying and location information including: names, mailing address, or any other descriptive property information that may reveal identity or home address pertaining to parcels owned by individuals that have received exempt/confidential status, hereafter referred to as confidential personal identifying and location information, **will be protected as follows:**

1. The **agency** will not release confidential personal identifying and location information that may reveal identifying and location information of individuals exempted from Public Records disclosure.
2. The **agency** will not present the confidential personal identifying and location information in the results of data analysis (including maps) in any manner that would reveal personal identifying and location information of individuals exempted from Public Records disclosure.
3. The **agency** shall comply with all State laws and regulations governing the confidentiality of personal identifying and location information that is the subject of this Agreement.
4. The **agency** shall ensure any employee granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement.
5. The **agency** shall ensure any third party granted access to confidential personal identifying and location information is subject to the terms and conditions of this Agreement. Acceptance of these terms must be provided in writing to the **agency** by the third party before personal identifying and location information is released.
6. The terms of this Agreement shall commence on **January 1, 2025** and shall run until **December 31, 2025**, the date if signature by the parties notwithstanding. **This Agreement shall not automatically renew.** A new agreement will be provided annually for the following year.

IN WITNESS THEREOF, both the Osceola County Property Appraiser, through its duly authorized representative, and the **agency**, through its duly authorized representative, have hereunto executed this Data Sharing and Usage Agreement as of the last below written date.

OSCEOLA COUNTY PROPERTY APPRAISER	**Tohoqua CDD**
Signature:_____	Signature:_____
Print: Katrina S. Scarborough	Print:_____
Date:_____	Title:_____
	Date:_____

Please returned signed original copy, no later than January 31, 2025

2505 E IRLO BRONSON MEMORIAL HWY, KISSIMMEE, FL 34744 (407) 742-5000
INFO@PROPERTY-APPRAISER.ORG • PROPERTY-APPRAISER.ORG

SECTION VIII

REBATE REPORT

$2,120,000

Tohoqua Community Development District

(City of St. Cloud, Florida)

Special Assessment Revenue Bonds, Series 2022
(Phase 3/6 Project)

Dated: November 4, 2022
Delivered: November 4, 2022

Rebate Report to the Computation Date
June 15, 2027
Reflecting Activity To
October 31, 2024

AMTEC

TABLE OF CONTENTS

AMTEC
American Municipal Tax-Exempt Compliance

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

Novvember 21, 2024

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: $2,120,000 Tohoqua Community Development District (City of St. Cloud, Florida), Special Assessment Revenue Bonds, Series 2022 (Phase 3/6 Project)

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 Rebatable 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 Rebatable 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 Rebatable Arbitrage.

We have scheduled our next Report as of June 30, 2025. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Trong M. Tran
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

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

For the June 15, 2027 Computation Date
Reflecting Activity from November 4, 2022 through October 31, 2024

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Project Account	3.128631%	36,656.68	(38,613.83)
Costs of Issuance Account	2.315533%	194.61	(367.03)
Capitalized Interest Account	3.333061%	3,040.79	(2,765.63)
Reserve Account	3.793562%	5,726.05	(3,575.70)
Totals	**3.206257%**	**$45,618.13**	**$(45,322.19)**
Bond Yield	**5.757157%**		
Rebate Computation Credits			(4,913.81)
		Net Rebatable Arbitrage	**$(50,236.00)**

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from November 4, 2022, the date of the closing, to October 31, 2024, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of June 15, 2027.

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 November 4, 2022 and October 31, 2024, the District made periodic payments into the Sinking Fund and Interest Account 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 Sinking Fund and Interest Account 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

June 15, 2027.

7. Computation Period

The period beginning on November 4, 2022, the date of the closing, and ending on October 31, 2024.

8. Bond Year

Each one-year period (or shorter period from the date of issue) that ends at the close of business on June 15th, the day in the calendar year that was selected by the Issuer, or the final redemption date of the Bonds.

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 Number
Revenue	272499000
Interest	272499001
Sinking Fund	272499002
Prepayment	272499003
Reserve	272499004
Project	272499005
Capitalized Interest	272499006
Costs of Issuance	272499007

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 Rebatable Arbitrage, as of October 31, 2024, 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 June 15, 2027. 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 June 15, 2027, is the Rebatable Arbitrage.

$2,120,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2022
(Phase 3/6 Project)
Delivered: November 4, 2022

Sources of Funds	
Par Amount	**$2,120,000.00**
Total	**$2,120,000.00**

Uses of Funds	
Project Account	**$1,706,935.90**
Cost of Issuance Account	**175,785.00**
Capitalized Interest Account	**119,404.10**
Reserve Account	**75,475.00**
Underwriter's Discount	**42,400.00**
Total	**$2,120,000.00**

PROOF OF ARBITRAGE YIELD

$2,120,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2022
(Phase 3/6 Project)

Date	Debt Service	Present Value to 11/04/2022 @ 5.7571574500%
05/01/2023	59,200.35	57,571.13
11/01/2023	60,203.75	56,908.75
05/01/2024	90,203.75	82,881.03
11/01/2024	59,453.75	53,098.82
05/01/2025	89,453.75	77,656.75
11/01/2025	58,703.75	49,536.07
05/01/2026	88,703.75	72,756.65
11/01/2026	57,953.75	46,204.82
05/01/2027	92,953.75	72,035.69
11/01/2027	57,078.75	42,996.22
05/01/2028	92,078.75	67,420.24
11/01/2028	56,203.75	40,001.04
05/01/2029	91,203.75	63,094.82
11/01/2029	55,328.75	37,205.48
05/01/2030	95,328.75	62,309.60
11/01/2030	54,328.75	34,517.22
05/01/2031	94,328.75	58,253.93
11/01/2031	53,328.75	32,012.35
05/01/2032	98,328.75	57,373.56
11/01/2032	52,203.75	29,607.93
05/01/2033	97,203.75	53,587.61
11/01/2033	50,921.25	27,286.98
05/01/2034	100,921.25	52,567.10
11/01/2034	49,496.25	25,059.87
05/01/2035	99,496.25	48,965.28
11/01/2035	48,071.25	22,995.45
05/01/2036	103,071.25	47,925.78
11/01/2036	46,503.75	21,018.16
05/01/2037	101,503.75	44,592.70
11/01/2037	44,936.25	19,189.05
05/01/2038	104,936.25	43,556.94
11/01/2038	43,226.25	17,440.32
05/01/2039	108,226.25	42,443.82
11/01/2039	41,373.75	15,771.82
05/01/2040	111,373.75	41,268.13
11/01/2040	39,378.75	14,183.03
05/01/2041	109,378.75	38,292.61
11/01/2041	37,383.75	12,721.55
05/01/2042	112,383.75	37,173.69
11/01/2042	35,246.25	11,332.35
05/01/2043	115,246.25	36,017.12
11/01/2043	32,906.25	9,996.22
05/01/2044	117,906.25	34,815.22
11/01/2044	30,420.00	8,731.05
05/01/2045	120,420.00	33,595.49
11/01/2045	27,787.50	7,535.41
05/01/2046	122,787.50	32,365.82
11/01/2046	25,008.75	6,407.66
05/01/2047	125,008.75	31,133.14
11/01/2047	22,083.75	5,346.02
05/01/2048	132,083.75	31,080.08
11/01/2048	18,866.25	4,315.12
05/01/2049	133,866.25	29,761.43
11/01/2049	15,502.50	3,350.11
05/01/2050	135,502.50	28,462.97
11/01/2050	11,992.50	2,448.60
05/01/2051	141,992.50	28,180.48

PROOF OF ARBITRAGE YIELD

$2,120,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2022
(Phase 3/6 Project)

Date	Debt Service	Present Value to 11/04/2022 @ 5.7571574500%
11/01/2051	8,190.00	1,579.94
05/01/2052	143,190.00	26,850.09
11/01/2052	4,241.25	773.04
05/01/2053	149,241.25	26,440.64
	4,575,847.85	2,120,000.00

Proceeds Summary

Delivery date	11/04/2022
Par Value	2,120,000.00
Target for yield calculation	2,120,000.00

BOND DEBT SERVICE

$2,120,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2022
(Phase 3/6 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/04/2022					
05/01/2023			59,200.35	59,200.35	59,200.35
11/01/2023			60,203.75	60,203.75	
05/01/2024	30,000	5.000%	60,203.75	90,203.75	150,407.50
11/01/2024			59,453.75	59,453.75	
05/01/2025	30,000	5.000%	59,453.75	89,453.75	148,907.50
11/01/2025			58,703.75	58,703.75	
05/01/2026	30,000	5.000%	58,703.75	88,703.75	147,407.50
11/01/2026			57,953.75	57,953.75	
05/01/2027	35,000	5.000%	57,953.75	92,953.75	150,907.50
11/01/2027			57,078.75	57,078.75	
05/01/2028	35,000	5.000%	57,078.75	92,078.75	149,157.50
11/01/2028			56,203.75	56,203.75	
05/01/2029	35,000	5.000%	56,203.75	91,203.75	147,407.50
11/01/2029			55,328.75	55,328.75	
05/01/2030	40,000	5.000%	55,328.75	95,328.75	150,657.50
11/01/2030			54,328.75	54,328.75	
05/01/2031	40,000	5.000%	54,328.75	94,328.75	148,657.50
11/01/2031			53,328.75	53,328.75	
05/01/2032	45,000	5.000%	53,328.75	98,328.75	151,657.50
11/01/2032			52,203.75	52,203.75	
05/01/2033	45,000	5.700%	52,203.75	97,203.75	149,407.50
11/01/2033			50,921.25	50,921.25	
05/01/2034	50,000	5.700%	50,921.25	100,921.25	151,842.50
11/01/2034			49,496.25	49,496.25	
05/01/2035	50,000	5.700%	49,496.25	99,496.25	148,992.50
11/01/2035			48,071.25	48,071.25	
05/01/2036	55,000	5.700%	48,071.25	103,071.25	151,142.50
11/01/2036			46,503.75	46,503.75	
05/01/2037	55,000	5.700%	46,503.75	101,503.75	148,007.50
11/01/2037			44,936.25	44,936.25	
05/01/2038	60,000	5.700%	44,936.25	104,936.25	149,872.50
11/01/2038			43,226.25	43,226.25	
05/01/2039	65,000	5.700%	43,226.25	108,226.25	151,452.50
11/01/2039			41,373.75	41,373.75	
05/01/2040	70,000	5.700%	41,373.75	111,373.75	152,747.50
11/01/2040			39,378.75	39,378.75	
05/01/2041	70,000	5.700%	39,378.75	109,378.75	148,757.50
11/01/2041			37,383.75	37,383.75	
05/01/2042	75,000	5.700%	37,383.75	112,383.75	149,767.50
11/01/2042			35,246.25	35,246.25	
05/01/2043	80,000	5.850%	35,246.25	115,246.25	150,492.50
11/01/2043			32,906.25	32,906.25	
05/01/2044	85,000	5.850%	32,906.25	117,906.25	150,812.50
11/01/2044			30,420.00	30,420.00	
05/01/2045	90,000	5.850%	30,420.00	120,420.00	150,840.00
11/01/2045			27,787.50	27,787.50	
05/01/2046	95,000	5.850%	27,787.50	122,787.50	150,575.00
11/01/2046			25,008.75	25,008.75	
05/01/2047	100,000	5.850%	25,008.75	125,008.75	150,017.50
11/01/2047			22,083.75	22,083.75	
05/01/2048	110,000	5.850%	22,083.75	132,083.75	154,167.50
11/01/2048			18,866.25	18,866.25	
05/01/2049	115,000	5.850%	18,866.25	133,866.25	152,732.50
11/01/2049			15,502.50	15,502.50	
05/01/2050	120,000	5.850%	15,502.50	135,502.50	151,005.00
11/01/2050			11,992.50	11,992.50	
05/01/2051	130,000	5.850%	11,992.50	141,992.50	153,985.00

BOND DEBT SERVICE

$2,120,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2022
(Phase 3/6 Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2051			8,190.00	8,190.00	
05/01/2052	135,000	5.850%	8,190.00	143,190.00	151,380.00
11/01/2052			4,241.25	4,241.25	
05/01/2053	145,000	5.850%	4,241.25	149,241.25	153,482.50
	2,120,000		2,455,847.85	4,575,847.85	4,575,847.85

$2,120,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2022
(Phase 3/6 Project)
Project Account

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.757157%)
11/04/22	Beg Bal	-1,706,935.90	-2,217,936.80
04/21/23		-12,304.74	-15,572.90
04/24/23		7,285.00	9,215.55
05/02/23		-24.87	-31.42
05/03/23		984,235.00	1,243,295.25
07/25/23		1,001.25	1,248.54
08/03/23		56.25	70.05
10/04/23		759,339.44	936,638.83
01/05/24		-5,426.31	-6,597.96
01/22/24		70.00	84.89
01/22/24		462.25	560.55
01/22/24		1,586.25	1,923.59
10/31/24	Bal	7,309.95	8,484.39
10/31/24	Acc	3.11	3.61
06/15/27	TOTALS:	36,656.68	-38,613.83

ISSUE DATE: 11/04/22 REBATABLE ARBITRAGE: -38,613.83
COMP DATE: 06/15/27 NET INCOME: 36,656.68
BOND YIELD: 5.757157% TAX INV YIELD: 3.128631%

$2,120,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2022
(Phase 3/6 Project)
Costs of Issuance Account

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.757157%)
11/04/22	Beg Bal	-175,785.00	-228,409.29
11/04/22		46,500.00	60,420.58
11/04/22		35,000.00	45,477.86
11/04/22		32,500.00	42,229.44
11/04/22		6,000.00	7,796.20
11/04/22		1,750.00	2,273.89
11/08/22		5,900.00	7,661.43
12/01/22		36,000.00	46,578.52
04/21/23		12,304.74	15,572.90
05/02/23		24.87	31.42
06/15/27	TOTALS:	194.61	-367.03

ISSUE DATE: 11/04/22 REBATABLE ARBITRAGE: -367.03
COMP DATE: 06/15/27 NET INCOME: 194.61
BOND YIELD: 5.757157% TAX INV YIELD: 2.315533%

$2,120,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2022
(Phase 3/6 Project)
Capitalized Interest Account

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.757157%)
11/04/22	Beg Bal	-119,404.10	-155,149.79
05/01/23		59,200.36	74,806.06
05/03/23		-537.35	-678.79
06/21/23		-654.74	-820.84
11/01/23		60,203.75	73,945.37
11/02/23		-1,193.22	-1,465.34
01/05/24		5,426.09	6,597.70
06/15/27	TOTALS:	3,040.79	-2,765.63

ISSUE DATE: 11/04/22 REBATABLE ARBITRAGE: -2,765.63
COMP DATE: 06/15/27 NET INCOME: 3,040.79
BOND YIELD: 5.757157% TAX INV YIELD: 3.333061%

$2,120,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2022
(Phase 3/6 Project)
Reserve Account

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.757157%)
11/04/22	Beg Bal	-75,475.00	-98,069.75
05/03/23		537.35	678.79
06/21/23		654.74	820.84
11/02/23		1,193.22	1,465.34
02/02/24		679.47	822.67
08/01/24		1,009.50	1,188.25
10/31/24	Bal	76,799.99	89,138.88
10/31/24	Acc	326.78	379.28
06/15/27	TOTALS:	5,726.05	-3,575.70

ISSUE DATE:	11/04/22	REBATABLE ARBITRAGE:	-3,575.70
COMP DATE:	06/15/27	NET INCOME:	5,726.05
BOND YIELD:	5.757157%	TAX INV YIELD:	3.793562%

$2,120,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2022
(Phase 3/6 Project)
Rebate Computation Credits

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.757157%)
06/15/23		-1,960.00	-2,459.55
06/15/24		-2,070.00	-2,454.26
06/15/27	TOTALS:	-4,030.00	-4,913.81

ISSUE DATE: 11/04/22 REBATABLE ARBITRAGE: -4,913.81
COMP DATE: 06/15/27
BOND YIELD: 5.757157%

SECTION IX

REBATE REPORT

$1,990,000

Tohoqua Community Development District

(City of St. Cloud, Florida)

Special Assessment Revenue Bonds, Series 2023
(Phase 4C Project)

Dated: September 28, 2023
Delivered: September 28, 2023

Rebate Report to the Computation Date
September 28, 2028
Reflecting Activity To
October 31, 2024

AMTEC

TABLE OF CONTENTS

AMTEC
American Municipal Tax-Exempt Compliance

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

November 26, 2024

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: $1,990,000 Tohoqua Community Development District (City of St. Cloud, Florida), Special Assessment Revenue Bonds, Series 2023 (Phase 4C Project)

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 Rebatable 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 Rebatable 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 Rebatable Arbitrage.

We have scheduled our next Report as of September 30, 2025. Thank you and should you have any questions, please do not hesitate to contact us.

Very truly yours,

Michael J. Scarfo
Senior Vice President

Trong M. Tran
Assistant Vice President

SUMMARY OF REBATE COMPUTATIONS

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

For the September 28, 2028 Computation Date
Reflecting Activity from September 28, 2023 through October 31, 2024

Fund Description	Taxable Inv Yield	Net Income	Rebatable Arbitrage
Project Fund	5.283010%	80,939.83	(9,888.19)
Debt Service Reserve Fund	5.287384%	4,062.90	(492.22)
Capitalized Interest Fund	5.289706%	5,321.19	(649.86)
Cost of Issuance Fund	5.225493%	266.73	(38.46)
Totals	**5.283426%**	**$90,590.65**	**$(11,068.73)**
Bond Yield	**5.805414%**		
Rebate Computation Credit			(2,602.46)
		Net Rebatable Arbitrage	**$(13,671.19)**

Based upon our computations, no rebate liability exists.

SUMMARY OF COMPUTATIONAL INFORMATION AND DEFINITIONS

COMPUTATIONAL INFORMATION

1. For purposes of computing Rebatable Arbitrage, investment activity is reflected from September 28, 2023, the date of the closing, to October 31, 2024, the Computation Period. All nonpurpose payments and receipts are future valued to the Computation Date of September 28, 2028.

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 September 28, 2023 and October 31, 2024, the District made periodic payments into 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

September 28, 2028.

7. Computation Period

The period beginning on September 28, 2023, the date of the closing, and ending on October 31, 2024.

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
Project Fund	214768005
Debt Service Reserve Fund	214768004
Capitalized Interest Fund	214768006
Cost of Issuance Fund	214768007
Principal	214768002
Interest	214768001
Revenue	214768000
Prepayment	214768003

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 Rebatable Arbitrage, as of October 31, 2024, 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 September 28, 2028. 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 September 28, 2028, is the Rebatable Arbitrage.

$1,990,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2023
(Phase 4C Project)
Delivered: September 28, 2023

Sources of Funds	
Par Amount	$1,990,000.00
Net Original Issue Discount	-3,254.40
Total	$1,986,745.60

Uses of Funds	
Project Fund	$1,561,326.43
Debt Service Reserve Fund	71,153.75
Capitalized Interest Fund	124,002.42
Cost of Issuance Fund	190,463.00
Underwriter's Discount	39,800.00
Total	$1,986,745.60

PROOF OF ARBITRAGE YIELD

$1,990,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2023
(Phase 4C Project)

Date	Debt Service	Present Value to 09/28/2023 @ 5.8054136512%
11/01/2023	10,412.31	10,357.83
05/01/2024	56,795.00	54,904.14
11/01/2024	56,795.00	53,355.39
05/01/2025	81,795.00	74,673.78
11/01/2025	56,170.00	49,833.22
05/01/2026	86,170.00	74,292.31
11/01/2026	55,420.00	46,433.08
05/01/2027	85,420.00	69,549.45
11/01/2027	54,670.00	43,257.00
05/01/2028	84,670.00	65,104.37
11/01/2028	53,920.00	40,290.59
05/01/2029	88,920.00	64,569.35
11/01/2029	53,045.00	37,432.14
05/01/2030	88,045.00	60,377.91
11/01/2030	52,170.00	34,767.02
05/01/2031	87,170.00	56,452.97
11/01/2031	51,295.00	32,282.56
05/01/2032	91,295.00	55,835.85
11/01/2032	50,295.00	29,892.63
05/01/2033	90,295.00	52,152.64
11/01/2033	49,295.00	27,668.69
05/01/2034	94,295.00	51,433.69
11/01/2034	48,012.50	25,449.92
05/01/2035	93,012.50	47,912.26
11/01/2035	46,730.00	23,392.38
05/01/2036	96,730.00	47,055.78
11/01/2036	45,305.00	21,417.62
05/01/2037	95,305.00	43,783.84
11/01/2037	43,880.00	19,590.16
05/01/2038	98,880.00	42,899.58
11/01/2038	42,312.50	17,839.66
05/01/2039	97,312.50	39,871.23
11/01/2039	40,745.00	16,223.27
05/01/2040	100,745.00	38,981.71
11/01/2040	39,035.00	14,677.93
05/01/2041	104,035.00	38,015.72
11/01/2041	37,182.50	13,203.70
05/01/2042	102,182.50	35,261.98
11/01/2042	35,330.00	11,848.05
05/01/2043	105,330.00	34,326.43
11/01/2043	33,335.00	10,557.24
05/01/2044	108,335.00	33,342.01
11/01/2044	31,122.50	9,308.31
05/01/2045	111,122.50	32,297.69
11/01/2045	28,762.50	8,123.99
05/01/2046	113,762.50	31,225.90
11/01/2046	26,255.00	7,003.27
05/01/2047	116,255.00	30,135.18
11/01/2047	23,600.00	5,944.94
05/01/2048	118,600.00	29,033.09
11/01/2048	20,797.50	4,947.58
05/01/2049	120,797.50	27,926.27
11/01/2049	17,847.50	4,009.64
05/01/2050	122,847.50	26,820.55
11/01/2050	14,750.00	3,129.44
05/01/2051	129,750.00	26,751.93
11/01/2051	11,357.50	2,275.64
05/01/2052	131,357.50	25,576.97

PROOF OF ARBITRAGE YIELD

$1,990,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2023
(Phase 4C Project)

Date	Debt Service	Present Value to 09/28/2023 @ 5.8054136512%
11/01/2052	7,817.50	1,479.23
05/01/2053	137,817.50	25,342.24
11/01/2053	3,982.50	711.66
05/01/2054	138,982.50	24,134.99
	4,319,677.31	1,986,745.60

Proceeds Summary

Delivery date	09/28/2023
Par Value	1,990,000.00
Premium (Discount)	-3,254.40
Target for yield calculation	1,986,745.60

BOND DEBT SERVICE

$1,990,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2023
(Phase 4C Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/28/2023					
11/01/2023			10,412.31	10,412.31	
05/01/2024			56,795.00	56,795.00	67,207.31
11/01/2024			56,795.00	56,795.00	
05/01/2025	25,000	5.000%	56,795.00	81,795.00	138,590.00
11/01/2025			56,170.00	56,170.00	
05/01/2026	30,000	5.000%	56,170.00	86,170.00	142,340.00
11/01/2026			55,420.00	55,420.00	
05/01/2027	30,000	5.000%	55,420.00	85,420.00	140,840.00
11/01/2027			54,670.00	54,670.00	
05/01/2028	30,000	5.000%	54,670.00	84,670.00	139,340.00
11/01/2028			53,920.00	53,920.00	
05/01/2029	35,000	5.000%	53,920.00	88,920.00	142,840.00
11/01/2029			53,045.00	53,045.00	
05/01/2030	35,000	5.000%	53,045.00	88,045.00	141,090.00
11/01/2030			52,170.00	52,170.00	
05/01/2031	35,000	5.000%	52,170.00	87,170.00	139,340.00
11/01/2031			51,295.00	51,295.00	
05/01/2032	40,000	5.000%	51,295.00	91,295.00	142,590.00
11/01/2032			50,295.00	50,295.00	
05/01/2033	40,000	5.000%	50,295.00	90,295.00	140,590.00
11/01/2033			49,295.00	49,295.00	
05/01/2034	45,000	5.700%	49,295.00	94,295.00	143,590.00
11/01/2034			48,012.50	48,012.50	
05/01/2035	45,000	5.700%	48,012.50	93,012.50	141,025.00
11/01/2035			46,730.00	46,730.00	
05/01/2036	50,000	5.700%	46,730.00	96,730.00	143,460.00
11/01/2036			45,305.00	45,305.00	
05/01/2037	50,000	5.700%	45,305.00	95,305.00	140,610.00
11/01/2037			43,880.00	43,880.00	
05/01/2038	55,000	5.700%	43,880.00	98,880.00	142,760.00
11/01/2038			42,312.50	42,312.50	
05/01/2039	55,000	5.700%	42,312.50	97,312.50	139,625.00
11/01/2039			40,745.00	40,745.00	
05/01/2040	60,000	5.700%	40,745.00	100,745.00	141,490.00
11/01/2040			39,035.00	39,035.00	
05/01/2041	65,000	5.700%	39,035.00	104,035.00	143,070.00
11/01/2041			37,182.50	37,182.50	
05/01/2042	65,000	5.700%	37,182.50	102,182.50	139,365.00
11/01/2042			35,330.00	35,330.00	
05/01/2043	70,000	5.700%	35,330.00	105,330.00	140,660.00
11/01/2043			33,335.00	33,335.00	
05/01/2044	75,000	5.900%	33,335.00	108,335.00	141,670.00
11/01/2044			31,122.50	31,122.50	
05/01/2045	80,000	5.900%	31,122.50	111,122.50	142,245.00
11/01/2045			28,762.50	28,762.50	
05/01/2046	85,000	5.900%	28,762.50	113,762.50	142,525.00
11/01/2046			26,255.00	26,255.00	
05/01/2047	90,000	5.900%	26,255.00	116,255.00	142,510.00
11/01/2047			23,600.00	23,600.00	
05/01/2048	95,000	5.900%	23,600.00	118,600.00	142,200.00
11/01/2048			20,797.50	20,797.50	
05/01/2049	100,000	5.900%	20,797.50	120,797.50	141,595.00
11/01/2049			17,847.50	17,847.50	
05/01/2050	105,000	5.900%	17,847.50	122,847.50	140,695.00
11/01/2050			14,750.00	14,750.00	
05/01/2051	115,000	5.900%	14,750.00	129,750.00	144,500.00
11/01/2051			11,357.50	11,357.50	
05/01/2052	120,000	5.900%	11,357.50	131,357.50	142,715.00

BOND DEBT SERVICE

$1,990,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2023
(Phase 4C Project)

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/01/2052			7,817.50	7,817.50	
05/01/2053	130,000	5.900%	7,817.50	137,817.50	145,635.00
11/01/2053			3,982.50	3,982.50	
05/01/2054	135,000	5.900%	3,982.50	138,982.50	142,965.00
	1,990,000		2,329,677.31	4,319,677.31	4,319,677.31

$1,990,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2023
(Phase 4C Project)
Project Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.805414%)
09/28/23	Beg Bal	-1,561,326.43	-2,078,555.86
09/29/23		178,931.05	238,168.69
10/16/23		4,970.00	6,597.53
01/22/24		56.25	73.54
01/22/24		4,243.75	5,548.14
02/22/24		-11,070.18	-14,403.94
05/16/24		112.50	144.44
05/17/24		475.00	609.75
10/31/24	Bal	1,458,342.61	1,824,167.64
10/31/24	Acc	6,205.28	7,761.87
09/28/28	TOTALS:	80,939.83	-9,888.19

ISSUE DATE:	09/28/23	REBATABLE ARBITRAGE:	-9,888.19
COMP DATE:	09/28/28	NET INCOME:	80,939.83
BOND YIELD:	5.805414%	TAX INV YIELD:	5.283010%

$1,990,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2023
(Phase 4C Project)
Debt Service Reserve Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.805414%)
09/28/23	Beg Bal	-71,153.75	-94,725.25
10/03/23		20.86	27.75
11/02/23		323.31	428.09
12/04/23		310.64	409.23
01/03/24		319.25	418.64
02/02/24		316.40	412.99
03/04/24		296.03	384.44
04/02/24		316.53	409.24
05/02/24		306.24	394.05
06/04/24		316.45	405.13
07/02/24		306.24	390.31
08/02/24		316.26	401.17
09/04/24		316.20	399.06
10/02/24		294.34	369.82
10/31/24	Bal	71,153.75	89,002.66
10/31/24	Acc	304.15	380.45
09/28/28	TOTALS:	4,062.90	-492.22

ISSUE DATE: 09/28/23 REBATABLE ARBITRAGE: -492.22
COMP DATE: 09/28/28 NET INCOME: 4,062.90
BOND YIELD: 5.805414% TAX INV YIELD: 5.287384%

$1,990,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2023
(Phase 4C Project)
Capitalized Interest Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.805414%)
09/28/23	Beg Bal	-124,002.42	-165,081.40
10/03/23		-20.86	-27.75
11/01/23		10,412.42	13,789.27
11/02/23		-323.31	-428.09
12/04/23		-310.64	-409.23
01/03/24		-319.25	-418.64
02/02/24		-316.40	-412.99
03/04/24		-296.03	-384.44
04/02/24		-316.53	-409.24
05/01/24		56,795.00	73,092.54
05/02/24		-306.24	-394.05
06/04/24		-316.45	-405.13
07/02/24		-306.24	-390.31
08/02/24		-316.26	-401.17
09/04/24		-316.20	-399.06
10/02/24		-294.34	-369.82
10/31/24	Bal	65,597.21	82,052.26
10/31/24	Acc	277.73	347.40
09/28/28	TOTALS:	5,321.19	-649.86

ISSUE DATE: 09/28/23 REBATABLE ARBITRAGE: -649.86
COMP DATE: 09/28/28 NET INCOME: 5,321.19
BOND YIELD: 5.805414% TAX INV YIELD: 5.289706%

$1,990,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2023
(Phase 4C Project)
Cost of Issuance Fund

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.805414%)
09/28/23	Beg Bal	-190,463.00	-253,558.75
09/28/23		49,750.00	66,230.96
09/28/23		35,000.00	46,594.65
09/28/23		32,500.00	43,266.46
09/28/23		8,000.00	10,650.21
09/28/23		6,000.00	7,987.65
09/28/23		2,250.00	2,995.37
10/03/23		6,125.00	8,147.58
10/04/23		40,000.00	53,200.26
02/22/24		11,070.18	14,403.94
10/31/24	Bal	34.41	43.04
10/31/24	Acc	0.14	0.18
09/28/28	TOTALS:	266.73	-38.46

ISSUE DATE: 09/28/23 REBATABLE ARBITRAGE: -38.46
COMP DATE: 09/28/28 NET INCOME: 266.73
BOND YIELD: 5.805414% TAX INV YIELD: 5.225493%

$1,990,000
Tohoqua Community Development District
(City of St. Cloud, Florida)
Special Assessment Revenue Bonds, Series 2023
(Phase 4C Project)
Rebate Computation Credit

ARBITRAGE REBATE CALCULATION
DETAIL REPORT

DATE	DESCRIPTION	RECEIPTS (PAYMENTS)	FUTURE VALUE @ BOND YIELD OF (5.805414%)
09/28/24		-2,070.00	-2,602.46
09/28/28	TOTALS:	-2,070.00	-2,602.46

ISSUE DATE: 09/28/23 REBATABLE ARBITRAGE: -2,602.46
COMP DATE: 09/28/28
BOND YIELD: 5.805414%

SECTION X

SECTION C

SECTION 1

November 14, 2024

Proposal #: 910743

BrightView Tree Care Services
Branch Office #49360
701 Codisco Way
Sanford , Florida 32771
Michael Provencher
michael.provencher@brightview.com
tel:407-496-8074

Tree Care Service Address/Location
Tohoqua CDD
1830 Fulfillment Dr
Saint Cloud, FL 34744

Tree Care Service Billing Address
Tohoqua CDD
ID#: 1830 Fulfillment Dr
Saint Cloud
FL, 34744

Proposed Tree Care Services

Species	Qty	Objective	Price
Southern Live Oak *Quercus virginiana*	1	Remove and cut stump low	$8,800
Stump *Stump*	1	Grinding of Live Oak stump to ~8-10 below grade for the center of the stump and immediate root flair, not chasing out into the palmettos, and removal of the grindings ~4-6 cubic yards down to surrounding grade for this massive stump with hauling away	$950
Total			**$9,750**

Additional Information

Remove and cut stump low one (1) grand Live Oak behind pool deck in severe decline. Work requires access of a crane (included in cost) to cross over large open field and across sidewalk (portion is already broken) to set up for large lead removal. Price includes labor, crane costs, and disposal of tree removal debris.

Tohoqua CDD

Legend (2)

- Stump (1)
- Southern Live Oa... (1)

Tohoqua CDD

Tohoqua CDD

October 28, 2024

Quercus virginiana ID# 1
Southern Live Oak

Remove and cut stump low

October 28, 2024

Quercus virginiana ID# 1
Southern Live Oak

Remove and cut stump low

October 28, 2024

Quercus virginiana ID# 1
Southern Live Oak

Remove and cut stump low

Tohoqua CDD

Tohoqua CDD

October 28, 2024

Quercus virginiana ID# 1

Southern Live Oak

Remove and cut stump low

BrightView Tree Care Services
Terms & Conditions

1. **Bid Specifications:** The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings contained or referred to herein. All materials shall conform to bid specifications. Work is beingdone in accordance with ANSI A300 standards.

2. **Bid Expiration:** This proposal will remain in effect for thirty (30) days from the date it was first presented to Client/Owner, unless accepted or rejected by Client/Owner, or withdrawn by Contractor prior to that time.

3. **Work Force:** Contractor shall designate a qualified representative with experience in tree management. The work force shall be presentable at all times. All employees shall be competent and qualified and shall be legally authorized to work in the U.S.

4. **Tree & Stump Removal:** Trees removed will be cut as close to the ground as possible based on conditions near to or next to the bottom of the tree trunk. Additional charges will be levied for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Defined backfill and landscape material may be specified. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility lines prior to start of work. BrightView Tree Care Services is not responsible for damage done to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation parts. BrightView Tree Care Services will repair damaged irrigation lines at the Client/Owner's expense.

5. **Scheduling of Work:** If the jobsite conditions materially change from the time of approval of this proposal to the time the work starts, such that the job costs are adversely changed, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Our office will call the day prior to the work being done, unless other arrangements are made.

6. **Work Hours:** Any work, including emergency work, overtime and weekend work performed outside of the normal working hours (Monday-Friday between 6:30 a.m. and 2.30 p.m.) shall be billed at overtime rates. Use of power equipment will commence at 7:00 a.m., unless otherwise specified in the scope of work. Additional charges will be applied if crews cannot use power equipment by 9:00 a.m.

7. **License and Permits:** Contractor shall maintain a Landscape Contractor's license if required by State or local law and will comply with all other licenseand permit requirements of relevant city, state and federal governments, as well as all other requirements of law.

8. **Taxes:** Contractor agrees to pay all applicable taxes, including sales taxes on material supplied, where applicable.

9. **Insurance:** Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, and any other insurance required by law or Client/Owner, as specified in writing prior to commencement of work. If not specified, Contractor will furnish insurance with a $1,000,000 limit of liability.

10. **Liability:** Contractor shall indemnify the Client/Owner and its agents and employees from and against any liabilities that arise out of Contractor's work to the extent such liabilities are adjudicated to have been caused by Contractor's negligence or willful misconduct. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by windstorm, hail, fire, flood, earthquake, hurricane and freezing, etc. Under these circumstances, Contractor shall have the right to renegotiate the terms and prices of this agreement within sixty (60) days. Any illegal trespass, claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner.

11. **Waiver of Liability:** Requests for crown thinning in excess of twenty-five percent (25%), or work not in accordance with ISA (International Society of Arboricultural) standards will require a signed waiver of liability.

12. **Non-Union Contractor:** Client/Owner acknowledges that Contractor is not a signatory to any union agreements. If any services hereunder would be covered by any labor union that Client/Owner is bound to or that may have a claim to such work, then this written proposal shall be immediately terminated and become void, with no further liability to Contractor.

13. **Subcontractors:** Contractor reserves the right to hire qualified subcontractors to perform specialized functions or work requiring specialized equipment.

14. **Additional Services:** Any additional work, changes in the scope of work, or additional contract terms introduced by Client/Owner that are not specified in the signed written proposal shall constitute a counter offer and will require a new written proposal or an executed written order to address such changes. Any additional costs related thereto shall be charged by Contractor as an extra charge over and above the estimate.

15. **Access to Job Site:** Client/Owner shall provide all utilities to perform the work. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other functions related thereto, during normal business hours and other reasonable periods related thereto, during normal business hours and other reasonable periods of time. Contractor will perform the work as reasonably practical after the owner makes the site available for performance of the work.

14. **Invoicing:** Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice.

15. **Cancellation:** Notice of cancellation of work must be received in writing before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel charge of $150.00 and billed to Client/Owner.

16. **Assignment:** The Client/Owner and the Contractor, respectively, bind themselves, their partners, successors, assignees and legal representatives to the other party with respect to all covenants of this Contract. In the event of sale or transfer of Client/Owner's interest in its business and/or the propertywhich is the subject of this agreement, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in this agreement to be effective.

17. **Disclaimer:** This proposal for tree care services was estimated and priced based upon a site visit and visual inspection from ground level using ordinary means, at or about the time this proposal was prepared. The price quoted in this proposal for the work described, is the result of that ground level visual inspection and therefore our company will not be liable for any additional costs or damages for additional work not described herein, or liable for any incidents/accidents resulting from conditions, that were not ascertainable by said ground level visual inspection by ordinary means at the time said inspection was performed. The work performed by BrightView Tree Care Services is intended to reduce the chances of tree failure and any corresponding property liabilities, in addition to enhancing aesthetic value but is not a guarantee. We cannot be held responsible for unknown or otherwise hidden defects of your trees, which may fail in the future. The corrective work proposed herein cannot guarantee exact results. Professional engineering, architectural, and/or landscape design services ("Design Services") are not included in this Agreement and shall not be provided by the Contractor. Any design defects in the Contract Documents are the sole responsibility of the Owner. If the Client/Owner must engage a licensed engineer, architect and/or landscape design professional, any costs concerning these Design Services are to be paid by the Client/Owner directly to the designer involved.

Acceptance of this Proposal

Contractor is authorized to perform the work stated on the face of this proposal. Payment will be 100% due at time of billing. If payment has not been received by BrightView Tree Care Services within fifteen (15) days after billing, BrightView Tree Care Services shall be entitled to all costs of collection, including reasonable attorneys' fees and it shall be relieved of any obligation to continue performance under this or any other Contract with Client/Owner. Interest at a per annum rate of 1% per month, or the highest rate permitted by law, will be charged on unpaid balance 45 days after billing.

NOTICE: FAILURE TO MAKE PAYMENT WHEN DUE FOR COMPLETED WORK ON CONSTRUCTION JOBS, MAY RESULT IN A MECHANIC'S LIEN ON THE TITLE TO YOUR PROPERTY.

Customer

Signature

November 14, 2024

Printed Name | Date

BrightView Tree Care Services

Michael Provencher | November 14, 2024

Signature | Date

Michael Provencher | November 14, 2024

Printed Name | Date

Enviro Tree Service LLC
3202 Phils Lane
Apopka FL 32712
www.envirotreeservice.com

Proposal #11871

Created: 11/14/2024
From: Dana Mickler

Proposal For

Governmental Managment Services
6200 Lee Vista Blvd.
Suite 300
Orlando, FL 32822

main: (407) 841-5524 x 137
chorter@gmscfl.com

Location

Kissimmee, FL 34744

Tohoqua Oak Removal

Terms

Net 30

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	AMOUNT
1) CR - Remove One (1) Declining Live Oak (60"+DBH) Near Community Pool / Activities Center. Grind Stump to 6" Below Grade.	1	$ 12,500.00	$ 12,500.00

All work will be completed in accordance with these plans unless subsequent changes are agreed upon in writing. Balances not paid by the due date are subject to late fees. Work Includes clean-up and disposal. Bid Valid for 30 days.

SUBTOTAL	$ 12,500.00
SALES TAX	$ 0.00
TOTAL	$ 12,500.00

Signature

x Date:

Please sign here to accept the terms and conditions

Please call mobile number for scheduling questions

Dana Mickler
Office: 407-574-6140
Mobile: 407-414-3643
amickler@envirotreeservice.com

Terms and Conditions

1. License and Permits: Contractor shall maintain required insurance if required by state or local law and will comply with all other license and permit requirements required by the city, state and federal governments, as well as all other requirements of the law.

2. Contractor agrees to provide General Liability Insurance, Automotive Liability Insurance, Worker's Compensation Insurance, etc. required by law or Client/ Owner's contract agreement as specified in signed contract prior to and through duration of work.

3. Client/Owner and the Contractor bind themselves, their partners, successors, & assignees to the other party with respect to all covenants of Contract. If property or business is sold or there is a change in ownership during contract period, Client/Owner must first obtain the written consent of Contractor for the assignment of any interest in contract agreement to be effective.

4. Client/Owner shall provide all utilities to perform work at Job Site. Client/Owner shall furnish access to all parts of the job site where Contractor is to perform work as required by the Contract or other job-related functions in compliance with the contract during normal working hours or hours required by the contract or other reasonable periods of time. Contractor will commence work as reasonably practical after the owner makes the site available to perform work.

5. Any additional services not specified in the signed written contract that involves additional costs will be executed only upon signed written work order and additional fees will be assessed over and above the estimate.

6. Contractor shall recognize and perform in accordance with only written terms, contract specifications, and drawings contained or referred to herein. All materials shall conform to contract specifications.

7. Contractor reserves the right to hire qualified subcontractors in accordance with the contract specifications.

8. Contractor shall designate a qualified representative with experience in tree management to oversee work. Workforce shall always dress in proper work attire. All employees shall be competent and qualified and legally authorized to work in the U.S.

9. If the jobsite conditions materially change from the time of approval of this proposal to the commencement of work causing the job costs to adversely change, this proposal is null and void. Scheduling of work is dependent on weather conditions and workloads. Safety of workforce will always take precedence.

10. The Contractor shall recognize and perform in accordance with only written terms, specifications, and drawings containing or referred to herein. All Materials shall conform to bid specifications.

11. Crown thinning more than twenty-five percent, or any requests not in accordance with ISA standards will require a signed waiver of liability.

12. Contractor shall indemnify the Client/Owner and its agents and employees from liabilities which may be caused due to the Contractor's work. It is understood and agreed that the Contractor shall not be liable for any damages that are the result of the sole negligence or willful misconduct of the Client/Owner or an indemnified party. Contractor shall not be liable for any damage that occurs from acts of God. Acts of God are defined as those caused by acts of nature such as hail, fire, flood, hurricane, windstorm, etc. Under these instances, Contractor shall have the right to renegotiate the terms and prices of this proposal within thirty (30) days. Any illegal trespass claims and/or damages resulting from work requested that is not on property owned by Client/Owner or not under Client/Owner management and authorization shall be the sole responsibility of Client/Owner.

13. Notice of Cancellation of work must be received in writing to a Principle/Management of Enviro Tree Service before the crew is dispatched to their location or Client/Owner will be liable for a minimum travel/hourly wage charge of $150.00.

14. Client/Owner shall make payment to Contractor within fifteen (15) days of receipt of invoice unless otherwise agreed upon in writing. Failure to make payment per terms may result in a Mechanic's Lien, & 18% APR with a minimum of $10.00 per month. If a check is returned for any reason at all, client/owner will pay an additional $30.00 per returned check. We accept Visa and Mastercard. We DO NOT accept American Express or Discover. A 3% fee is charged by the credit card company for this service.

15. All work, including emergency work, overtime and weekend work performed outside of the normal working hours (Mon-Fri 6:30 a.m.- 5:00 p.m.) shall be billed at overtime rates. Power equipment will commence at 7:00 a.m., unless otherwise specified in the contract agreement. Additional charges will apply if crews are unable to use power equipment by 9:00 a.m.

16. Trees removed will be cut as close to the ground as possible based the conditions next to the bottom of the tree trunk. Additional charges will be assessed for unseen hazards such as, but not limited to concrete or brick filled trunks, metal rods, etc. If requested, mechanical grinding of visible tree stump will be done to a defined width and depth below ground level at an additional charge to the Client/Owner. Client/Owner shall be responsible for contacting Underground Service Alert to locate underground utility and cable lines prior to commencement of work. Enviro Tree Service is not responsible for damage to underground utilities such as, but not limited to, cables, wires, pipes, and irrigation systems. Enviro Tree Service will repair damaged irrigation lines at the Client/Owner's expense. Additionally, we will do our best to protect lawn and landscaping; however, some repair or replacement may be required and is the responsibility of homeowner.

17. Disclaimer: Contract is based on the information given at the time of contract and priced based upon information gathered during the proposal process using ordinary means and information given, at or about the time the proposal was prepared. The price quoted in the proposal for work performed is the result of that information and therefore Enviro Tree Service will not be liable for any additional costs or damages for additional work not described on the contract or proposal and terms and conditions, that were not ascertainable at the time proposal or contract. The work performed by Enviro Tree Service is intended to preserve the tree's integrity and any property of the corresponding work and enhance the overall value of the property but is not a guarantee. Enviro Tree Service cannot be held liable for unknown or otherwise hidden defects of any trees on or near work being performed, which may fail in the future. The work performed cannot guarantee exact results.

Client/Owner		Enviro Tree Service	407-574-6140
Signature	Title	Signature	Title
Printed Name	Date	Printed Name	Date

Proposal #122121

Date: 9/10/2024

Cupertino Iniguez Ramirez

Customer:
Tohoqua / Grand Pines CDD Governmental Management Service 6200 Lee Vista Blvd Suite 300 Orlando, FL 32822

Property:
Tohoqua CDD 1778 Can Do Way Suite 300 Kissimmee, FL 34744

Dead Live Oak Tree Removal Behind Pool Area

NOTE:

removing entire dead Live oak tree, stump grinding, clean up and hauling of all tree debris.

Dead Live Oak Tree Removal Behind Pool Area			$17,500.00
	Quantity	**Price/Unit**	**Price**
Tree Removal			**$17,500.00**

Labor Cost - removing dead tree, stump grinding, clean up and hauling of all debris.	1.00	$17,500.00	$17,500.00

PROJECT TOTAL: $17,500.00

Terms & Conditions

By _____

Cupertino Iniguez Ramirez

Date 9/10/2024

United Land Services

By _____

Date _____

Tohoqua CDD

SECTION D

SECTION 1

Tohoqua
Community Development District

Summary of Check Register

October 25, 2024 to November 30, 2024

Fund	Date	Check No.'s		Amount
General Fund				
	10/30/24	168-172	$	3,573.95
	11/6/24	173-174	$	2,795.00
	11/14/24	175-179	$	33,513.02
	11/19/24	180-184	$	17,447.86
			$	57,329.83
	Supervisor Fees - November 2024			
	Andre Vidrine	50121	$	184.70
	Patrick Bonin	50122	$	184.70
	Marcus Hooker	50123	$	184.70
			$	554.10
		Total Amount	**$**	**57,883.93**

*** CHECK DATES 10/25/2024 - 11/30/2024 *** TOHOQUA - GENERAL FUND
BANK B GENERAL FUND-4359

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
10/30/24	00022	10/24/24	99	202410	320-53800-12200		*	465.00		
			POOL ATTENDANTS - OCT 24							
						COMMUNITY ASSOCIATION AND LIFESTYLE			465.00	000168
10/30/24	00093	10/17/24	1	202410	310-51300-31300		*	100.00		
			AMORT SCHED - S2023 4B/5B							
						DISCLOSURE SERVICES LLC			100.00	000169
10/30/24	00024	10/15/24	101688	202410	320-53800-47200		*	800.00		
			HURRICANE CLEANUP							
						ROBERTS POOL SRVC AND REPAIR INC			800.00	000170
10/30/24	00064	10/24/24	61969324	202410	320-53800-47100		*	66.95		
			PEST CONTROL - OCT 24							
						TURNER PEST CONTROL, LLC			66.95	000171
10/30/24	00032	10/24/24	24-3730	202409	320-53800-46700		*	2,142.00		
			JANITORIAL SVCS - SEP 24							
						WESTWOOD INTERIOR CLEANING INC.			2,142.00	000172
11/06/24	00024	9/01/24	101582	202409	320-53800-47200		*	1,735.00		
			POOL MAINTENANCE - SEP 24							
						ROBERTS POOL SRVC AND REPAIR INC			1,735.00	000173
11/06/24	00052	11/01/24	2031	202411	320-53800-46300		*	1,060.00		
			POND MAINT/ANALYSIS TEST							
						SUNSHINE LAND MANAGEMENT CORP.			1,060.00	000174
11/14/24	00092	9/16/24	91624	202409	300-36900-10000		*	250.00		
			CLUBHOUSE RENTAL REFUND							
						ANTHONY WHITNEY			250.00	000175
11/14/24	00022	10/01/24	97	202410	330-53800-11000		*	11,704.17		
			FACILITY MAINT - OCT 24							
		10/01/24	97	202410	330-53800-49200		*	37.05		
			HD - TRASH BAGS							
		10/01/24	97	202410	330-53800-49200		*	103.27		
			AMZN - FOLDING BENCHES							
		10/01/24	97	202410	330-53800-48000		*	22.76-		
			MJT INFLATE - REFUND TAX							
		10/01/24	97	202410	330-53800-48000		*	17.25		
			PARTY CITY - PARTY SUPPLY							
		10/01/24	97	202410	330-53800-48000		*	145.26		
			PUBLIX - POOL PARTY							
		10/01/24	97	202410	330-53800-48200		*	52.91		
			AMZN - CLOCK							

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
		10/01/24	97	202410	330-53800-48000		*	517.50		
			KONA ICE - POOL PARTY							
						COMMUNITY ASSOCIATION AND LIFESTYLE			12,554.65	000176
11/14/24	00031	8/22/24	2060-255	202408	330-53800-51200		*	361.00		
			AMENITY SIGNS							
						FASTSIGNS KISSIMMEE			361.00	000177
11/14/24	00002	8/31/24	341	202408	330-53800-48200		*	200.00		
			GENERAL MAINT AUG 24							
		11/01/24	345	202411	310-51300-34000		*	3,750.00		
			MANAGEMENT FEES - NOV 24							
		11/01/24	345	202411	310-51300-35200		*	111.33		
			WEBSITE ADMIN - NOV 24							
		11/01/24	345	202411	310-51300-35100		*	167.00		
			INFORMATION TECH - NOV 24							
		11/01/24	345	202411	310-51300-31300		*	1,875.00		
			DISSEMINATION - NOV 24							
		11/01/24	345	202411	310-51300-51000		*	.15		
			OFFICE SUPPLIES							
		11/01/24	345	202411	310-51300-42000		*	2.96		
			POSTAGE							
		11/01/24	345	202411	310-51300-42500		*	75.60		
			COPIES							
		11/01/24	346	202411	320-53800-12000		*	2,006.25		
			FIELD MANAGEMENT - NOV 24							
		11/01/24	347	202411	320-53800-12300		*	8,209.08		
			FACILITY MAINT - NOV 24							
						GOVERNMENTAL MANAGEMENT SERVICES			16,397.37	000178
11/14/24	00013	10/25/24	7516126	202410	310-51300-32300		*	3,950.00		
			TRUSTEE FEE - S23 4C FY25							
						US BANK			3,950.00	000179
11/19/24	00022	11/01/24	100	202411	330-53800-11000		*	11,704.17		
			AMENITY MANAGEMENT NOV 24							
		11/01/24	100	202411	330-53800-49200		*	170.74		
			HD - OPERATING SUPPLIES							
		11/01/24	100	202411	330-53800-49000		*	41.40		
			NEWS AD FOR GARAGE SALE							
		11/01/24	100	202411	330-53800-48200		*	137.59		
			WMRT - INTERNET EXTENDERS							
		11/01/24	100	202411	330-53800-48200		*	19.27		
			WMRT - INTERNET CABLES							
		11/01/24	100	202411	330-53800-49000		*	133.33		
			LITTLE FREE LIBRARY STAND							

*** CHECK DATES 10/25/2024 - 11/30/2024 ***
TOHOQUA - GENERAL FUND
BANK B GENERAL FUND-4359

CHECK DATE	VEND#	.....INVOICE..... DATE	INVOICE	...EXPENSED TO... YRMO	DPT ACCT# SUB	SUBCLASS	VENDOR NAME	STATUS	AMOUNT	....CHECK..... AMOUNT	#
		11/12/24	101	202411	330-53800-48000			*	500.00		
			BUSINESS FAIR 10/19/24								
		11/12/24	101	202411	330-53800-48000			*	1,500.00		
			FALL FESTIVAL 11/02/24								
							COMMUNITY ASSOCIATION AND LIFESTYLE			14,206.50	000180
11/19/24	00041	11/02/24	18764	202411	330-53800-48000			*	750.00		
			FACE PAINTERS								
							CAPTAIN CARNIVAL			750.00	000181
11/19/24	00004	11/14/24	132853	202410	310-51300-31500			*	87.00		
			GENERAL COUNSEL - OCT 24								
							LATHAM, LUNA, EDEN & BEAUDINE,LLP			87.00	000182
11/19/24	00003	10/31/24	10280320	202410	310-51300-48000			*	669.36		
			NOTICE OF LANDOWNER ELECT								
							ORLANDO SENTINEL MEDIA GROUP			669.36	000183
11/19/24	00024	10/30/24	101739	202411	320-53800-47200			*	1,735.00		
			POOL MAINTENANCE - NOV 24								
							ROBERTS POOL SRVC AND REPAIR INC			1,735.00	000184

TOTAL FOR BANK B 57,329.83

TOTAL FOR REGISTER 57,329.83

SECTION 2

Tohoqua

Community Development District

Unaudited Financial Reporting

October 31, 2024

Table of Contents

Tohoqua

Community Development District

Combined Balance Sheet

October 31, 2024

	General Fund	Debt Service Fund	Capital Projects Fund	Capital Reserve Fund	Totals Governmental Funds
Assets:					
Cash	$ 386,920	$ -	$ -	$ 27,143	$ 414,063
Investments					
Series 2018					
Reserve	$ -	$ 69,039	$ -	$ -	$ 69,039
Revenue	$ -	$ 83,860	$ -	$ -	$ 83,860
Construction	$ -	$ -	$ 13,747	$ -	$ 13,747
Series 2021 Phase 2					
Reserve	$ -	$ 72,381	$ -	$ -	$ 72,381
Revenue	$ -	$ 63,153	$ -	$ -	$ 63,153
Construction	$ -	$ -	$ 494	$ -	$ 494
Series 2021 Phase 4A/5A					
Reserve	$ -	$ 75,350	$ -	$ -	$ 75,350
Revenue	$ -	$ 64,840	$ -	$ -	$ 64,840
Construction	$ -	$ -	$ 9	$ -	$ 9
Series 2022 Phase 3A/6A					
Reserve	$ -	$ 76,484	$ -	$ -	$ 76,484
Revenue	$ -	$ 65,195	$ -	$ -	$ 65,195
Construction	$ -	$ -	$ 7,280	$ -	$ 7,280
Series 2023 Phase 4B/5B					
Reserve	$ -	$ 77,100	$ -	$ -	$ 77,100
Revenue	$ -	$ 65,767	$ -	$ -	$ 65,767
Prepayment	$ -	$ 11,071	$ -	$ -	$ 11,071
Construction	$ -	$ -	$ 21,968	$ -	$ 21,968
Series 2023 Phase 4C					
Reserve	$ -	$ 71,154	$ -	$ -	$ 71,154
Capital Interest	$ -	$ 65,034	$ -	$ -	$ 65,034
Construction	$ -	$ -	$ 1,452,338	$ -	$ 1,452,338
Cost of Issuance	$ -	$ -	$ 34	$ -	$ 34
Series 2024 Phase 7					
Reserve	$ -	$ 162,055	$ -	$ -	$ 162,055
Capital Interest	$ -	$ 102,546	$ -	$ -	$ 102,546
Construction	$ -	$ -	$ 4,220,129	$ -	$ 4,220,129
Cost of Issuance	$ -	$ -	$ 11,961	$ -	$ 11,961
Due From General Fund	$ -	$ 6,185	$ -	$ -	$ 6,185
Total Assets	**$ 386,920**	**$ 1,131,213**	**$ 5,727,960**	**$ 27,143**	**$ 7,273,236**
Liabilities:					
Accounts Payable	$ 19,838	$ -	$ -	$ -	$ 19,838
Due to Debt Service	$ 6,185	$ -	$ -	$ -	$ 6,185
Total Liabilities	**$ 26,022**	**$ -**	**$ -**	**$ -**	**$ 26,022**
Fund Balances:					
Restricted for:					
Debt Service - Series 2018	$ -	$ 154,050	$ -	$ -	$ 154,050
Debt Service - Series 2021 Phase 2	$ -	$ 136,748	$ -	$ -	$ 136,748
Debt Service - Series 2021 Phase 4A/5A	$ -	$ 141,453	$ -	$ -	$ 141,453
Debt Service - Series 2022 Phase 3A/6A	$ -	$ 142,943	$ -	$ -	$ 142,943
Debt Service - Series 2023 Phase 4B/5B	$ -	$ 155,230	$ -	$ -	$ 155,230
Debt Service - Series 2023 Phasen 4C	$ -	$ 136,188	$ -	$ -	$ 136,188
Debt Service - Series 2024 Phasen 7	$ -	$ 264,601	$ -	$ -	$ 264,601
Capital Reserve	$ -	$ -	$ -	$ 27,143	$ 27,143
Capital Projects	$ -	$ -	$ 5,727,960	$ -	$ 5,727,960
Unassigned	$ 360,897	$ -	$ -	$ -	$ 360,897
Total Fund Balances	**$ 360,897**	**$ 1,131,213**	**$ 5,727,960**	**$ 27,143**	**$ 7,247,213**
Total Liabilities & Fund Balance	$ 386,920	$ 1,131,213	$ 5,727,960	$ 27,143	$ 7,273,236

Tohoqua

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2024

	Adopted Budget	Prorated Budget Thru 10/31/24	Actual Thru 10/31/24	Variance
Revenues				
Assessments - Tax Collector	$ 1,459,638	$ -	$ -	$ -
Assessments - Direct	$ 343,152	$ -	$ -	$ -
Cost Share Revenue	$ 10,496	$ -	$ -	$ -
Special Events Revenue	$ 12,000	$ 1,000	$ 500	$ (500)
Total Revenues	**$ 1,825,286**	**$ 1,000**	**$ 500**	**$ (500)**
Expenditures				
General & Administrative:				
Supervisor Fees	$ 12,000	$ 1,000	$ -	$ 1,000
FICA Expense	$ 918	$ 77	$ -	$ 77
Engineering	$ 12,000	$ 1,000	$ -	$ 1,000
Attorney	$ 25,000	$ 2,083	$ 87	$ 1,996
Annual Audit	$ 12,000	$ -	$ -	$ -
Assessment Administration	$ 11,130	$ 11,130	$ 11,130	$ -
Arbitrage	$ 3,600	$ -	$ -	$ -
Dissemination	$ 22,500	$ 1,875	$ 1,975	$ (100)
Trustee Fees	$ 36,239	$ 10,859	$ 10,859	$ -
Management Fees	$ 45,000	$ 3,750	$ 3,750	$ -
Information Technology	$ 2,004	$ 167	$ 167	$ -
Website Maintenance	$ 1,336	$ 111	$ 111	$ 0
Telephone	$ 300	$ 25	$ -	$ 25
Postage	$ 1,000	$ 83	$ 90	$ (7)
Insurance	$ 7,127	$ 7,127	$ 6,631	$ 496
Printing & Binding	$ 3,000	$ 250	$ 37	$ 213
Legal Advertising	$ 3,800	$ 317	$ 669	$ (353)
Other Current Charges	$ 2,000	$ 167	$ 106	$ 60
Property Appraiser Fees	$ 500	$ 42	$ -	$ 42
Property Taxes	$ -	$ -	$ -	$ -
Office Supplies	$ 625	$ 52	$ 0	$ 52
Dues, Licenses & Subscriptions	$ 175	$ 175	$ 175	$ -
Total General & Administrative:	**$ 202,253**	**$ 40,290**	**$ 35,789**	**$ 4,501**
Operations & Maintenance				
Contract Services				
Field Management	$ 24,075	$ 2,006	$ 2,006	$ -
Amenities Management	$ 140,450	$ 11,704	$ 11,704	$ -
Landscape Maintenance	$ 529,094	$ 44,091	$ 32,929	$ 11,162
Lake Maintenance	$ 34,720	$ 2,893	$ 1,060	$ 1,833
Wetland Maintenance	$ -	$ -	$ -	$ -
Pool Maintenance	$ 40,320	$ 3,360	$ 2,935	$ 425
Pest Control	$ 1,404	$ 117	$ 67	$ 50
Janitorial Services	$ 41,520	$ 3,460	$ -	$ 3,460
Subtotal Contract Services	**$ 811,583**	**$ 67,632**	**$ 50,702**	**$ 16,930**
Repairs & Maintenance				
Landscape Replacement	$ 30,000	$ 2,500	$ -	$ 2,500
Mulch	$ 50,000	$ 4,167	$ -	$ 4,167
Tree Removal & Replacement	$ 20,000	$ 1,667	$ -	$ 1,667
Irrigation Repairs	$ 5,000	$ 417	$ -	$ 417
Stormwater Inspections	$ 10,000	$ 833	$ -	$ 833
General Repairs & Maintenance	$ 10,000	$ 833	$ -	$ 833
Alley & Sidewalk Maintenance	$ 3,000	$ 250	$ -	$ 250
Signage	$ 1,500	$ 125	$ -	$ 125
Walls & Monument Repair	$ 1,500	$ 125	$ -	$ 125
Pressure Washing	$ 17,500	$ 1,458	$ -	$ 1,458
Fencing	$ 1,500	$ 125	$ -	$ 125
Subtotal Repairs & Maintenance	**$ 150,000**	**$ 12,500**	**$ -**	**$ 12,500**

Tohoqua

Community Development District

General Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2024

	Adopted Budget	Prorated Budget Thru 10/31/24	Actual Thru 10/31/24	Variance
Utilities				
Pool - Electric	$ 38,280	$ 3,190	$ 2,702	$ 488
Pool - Water	$ 18,480	$ 1,540	$ 1,874	$ (334)
Electric	$ 2,500	$ 208	$ 26	$ 182
Water & Sewer	$ 120,000	$ 10,000	$ 9,579	$ 421
Streetlights	$ 125,000	$ 10,417	$ 7,613	$ 2,804
Subtotal Utilities	**$ 304,260**	**$ 25,355**	**$ 21,794**	**$ 3,561**
Amenities				
Property Insurance	$ 54,366	$ 54,366	$ 32,204	$ 22,162
Pool Attendants	$ 30,000	$ 2,500	$ 465	$ 2,035
Facility Maintenance	$ 98,509	$ 8,209	$ 8,209	$ -
Pool Repairs & Maintenance	$ 25,000	$ 2,083	$ 1,465	$ 618
Pool Permits	$ 650	$ -	$ -	$ -
Access Cards & Equipment Supplies	$ 6,000	$ 500	$ -	$ 500
Fire Alarm & Security Monitoring	$ 840	$ 70	$ 35	$ 35
Fire Alarm & Security Monitoring Repairs	$ 2,000	$ 167	$ -	$ 167
Fire Extinguisher Inspections	$ 100	$ 8	$ -	$ 8
Amenity Signage	$ 4,000	$ 333	$ -	$ 333
Repairs & Maintenance	$ 10,000	$ 833	$ 53	$ 780
Office Supplies	$ 1,000	$ 83	$ -	$ 83
Operating Supplies	$ 5,000	$ 417	$ 140	$ 276
Doggie Pots	$ 3,500	$ 292	$ -	$ 292
Special Events	$ 25,000	$ 2,083	$ 657	$ 1,426
Termite Bond	$ 600	$ 50	$ -	$ 50
Holiday Décor	$ 15,625	$ 5,100	$ 5,100	$ -
Subtotal Amenities	**$ 282,190**	**$ 77,095**	**$ 48,329**	**$ 28,767**
Other				
Contingency	$ 25,000	$ 2,083	$ 41	$ 2,042
Subtotal Other	**$ 25,000**	**$ 2,083**	**$ 41**	**$ 2,042**
Total Operations & Maintenance	**$ 1,573,033**	**$ 184,665**	**$ 120,865**	**$ 63,800**
Total Expenditures	**$ 1,775,286**	**$ 224,955**	**$ 156,654**	**$ 68,301**
Excess (Deficiency) of Revenues over Expenditures	$ 50,000		$ (156,154)	
Other Financing Sources/(Uses)				
Transfer In/(Out) - Capital Reserve	$ (50,000)	$ -	$ -	$ -
Total Other Financing Sources/(Uses)	**$ (50,000)**	**$ -**	**$ -**	**$ -**
Net Change in Fund Balance	**$ 0**		**$ (156,154)**	
Fund Balance - Beginning	$ -		$ 517,051	
Fund Balance - Ending	$ 0		$ 360,897	

Tohoqua

Community Development District

Debt Service Fund - Series 2018

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2024

	Adopted Budget	Prorated Budget Thru 10/31/24	Actual Thru 10/31/24	Variance
Revenues				
Special Assessments	$ 137,458	$ -	$ -	$ -
Interest Income	$ -	$ -	$ -	$ -
Total Revenues	**$ 137,458**	**$ -**	**$ -**	**$ -**
Expenditures:				
Interest Payment - 11/01	$ 46,010	$ -	$ -	$ -
Principal Payment - 5/01	$ 45,000	$ -	$ -	$ -
Interest Payment - 5/01	$ 46,010	$ -	$ -	$ -
Total Expenditures	**$ 137,020**	**$ -**	**$ -**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ 438		$ -	
Fund Balance - Beginning	$ 83,376		$ 154,050	
Fund Balance - Ending	$ 83,814		$ 154,050	

Tohoqua

Community Development District

Debt Service Fund - Series 2021 Phase 2

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2024

	Adopted Budget	Prorated Budget Thru 10/31/24	Actual Thru 10/31/24	Variance
Revenues				
Special Assessments	$ 144,764	$ -	$ -	$ -
Total Revenues	**$ 144,764**	**$ -**	**$ -**	**$ -**
Expenditures:				
Interest Payment - 11/01	$ 43,063	$ -	$ -	$ -
Principal Payment - 5/01	$ 55,000	$ -	$ -	$ -
Interest Payment - 5/01	$ 43,063	$ -	$ -	$ -
Total Expenditures	**$ 141,125**	**$ -**	**$ -**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ 3,639		$ -	
Fund Balance - Beginning	$ 62,666		$ 136,748	
Fund Balance - Ending	$ 66,305		$ 136,748	

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 October 31, 2024

	Adopted Budget	Prorated Budget Thru 10/31/24	Actual Thru 10/31/24	Variance
Revenues				
Assessments - Tax Roll	$ 150,700	$ -	$ -	$ -
Total Revenues	**$ 150,700**	**$ -**	**$ -**	**$ -**
Expenditures:				
Interest Payment - 11/01	$ 45,968	$ -	$ -	$ -
Principal Payment - 5/01	$ 55,000	$ -	$ -	$ -
Interest Payment - 5/01	$ 45,968	$ -	$ -	$ -
Total Expenditures	**$ 146,935**	**$ -**	**$ -**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ 3,765		$ -	
Fund Balance - Beginning	$ 64,319		$ 141,453	
Fund Balance - Ending	$ 68,084		$ 141,453	

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 October 31, 2024

	Adopted Budget	Prorated Budget Thru 10/31/24	Actual Thru 10/31/24	Variance
Revenues				
Special Assessments	$ 150,950	$ -	$ -	$ -
Total Revenues	**$ 150,950**	**$ -**	**$ -**	**$ -**
Expenditures:				
Interest Payment - 11/01	$ 59,454	$ -	$ -	$ -
Principal Payment - 5/01	$ 30,000	$ -	$ -	$ -
Interest Payment - 5/01	$ 59,454	$ -	$ -	$ -
Total Expenditures	**$ 148,908**	**$ -**	**$ -**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ 2,043		$ -	
Fund Balance - Beginning	$ 65,133		$ 142,943	
Fund Balance - Ending	$ 67,176		$ 142,943	

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 October 31, 2024

	Adopted Budget	Prorated Budget Thru 10/31/24	Actual Thru 10/31/24	Variance
Revenues				
Special Assessments	$ 154,199	$ -	$ -	$ -
Total Revenues	**$ 154,199**	**$ -**	**$ -**	**$ -**
Expenditures:				
Interest Payment - 11/01	$ 59,553	$ -	$ -	$ -
Principal Payment - 5/01	$ 35,000	$ -	$ -	$ -
Interest Payment - 5/01	$ 59,553	$ -	$ -	$ -
Total Expenditures	**$ 154,105**	**$ -**	**$ -**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ 94		$ -	
Fund Balance - Beginning	$ 65,283		$ 155,230	
Fund Balance - Ending	$ 65,377		$ 155,230	

Tohoqua

Community Development District

Debt Service Fund - Series 2023 Phase 4C

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2024

	Adopted Budget	Prorated Budget Thru 10/31/24	Actual Thru 10/31/24	Variance
Revenues				
Special Assessments	$ 142,307	$ -		$ -
Total Revenues	**$ 142,307**	**$ -**	**$ -**	**$ -**
Expenditures:				
Interest Payment - 11/01	$ 56,795	$ -	$ -	$ -
Principal Payment - 5/01	$ 25,000	$ -	$ -	$ -
Interest Payment - 5/01	$ 56,795	$ -	$ -	$ -
Total Expenditures	**$ 138,590**	**$ -**	**$ -**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ 3,717		$ -	
Fund Balance - Beginning	$ 74,386		$ 136,188	
Fund Balance - Ending	$ 78,103		$ 136,188	

Tohoqua

Community Development District

Debt Service Fund - Series 2024 Phase 7

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2024

	Adopted Budget	Prorated Budget Thru 10/31/24	Actual Thru 10/31/24	Variance
Revenues				
Special Assessments	$ 324,110	$ -	$ -	$ -
Total Revenues	**$ 324,110**	**$ -**	**$ -**	**$ -**
Expenditures:				
Interest Payment - 11/01	$ 99,460	$ -	$ -	$ -
Principal Payment - 5/01	$ 65,000	$ -	$ -	$ -
Interest Payment - 5/01	$ 127,877	$ -	$ -	$ -
Total Expenditures	**$ 292,337**	**$ -**	**$ -**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ 31,773		$ -	
Fund Balance - Beginning	$ 99,460		$ 264,601	
Fund Balance - Ending	$ 131,233		$ 264,601	

Tohoqua

Community Development District

Capital Reserve Fund

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2024

	Adopted Budget	Prorated Budget Thru 10/31/24	Actual Thru 10/31/24	Variance
Revenues				
Interest Income	$ -	$ -	$ 101	$ 101
Total Revenues	**$ -**	**$ -**	**$ 101**	**$ 101**
Expenditures:				
Capital Outlay	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ -		$ 101	
Other Financing Sources/(Uses)				
Transfer In/(Out)	$ 50,000	$ -	$ -	$ -
Total Other Financing Sources/(Uses)	**$ 50,000**	**$ -**	**$ -**	**$ -**
Net Change in Fund Balance	**$ 50,000**		**$ 101**	
Fund Balance - Beginning	$ 27,047		$ 27,043	
Fund Balance - Ending	$ 77,047		$ 27,143	

Tohoqua

Community Development District

Capital Project Funds

Statement of Revenues, Expenditures, and Changes in Fund Balance

For The Period Ending October 31, 2024

	Series 2018	Series 2021 Phase 2	Series 2021 Phase 4A/5A	Series 2022 Phase 3A/6A	Series 2023 Phase 4B/5B	Series 2023 Phase 4C	Series 2024 Phase 7	Total
Revenues								
Interest	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Revenues	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Expenditures:								
Capital Outlay	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Expenditures	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Excess (Deficiency) of Revenues over Expenditures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fund Balance - Beginning	$ 13,747	$ 494	$ 9	$ 7,280	$ 21,968	$ 1,452,372	$ 4,232,090	$ 5,727,960
Fund Balance - Ending	$ 13,747	$ 494	$ 9	$ 7,280	$ 21,968	$ 1,452,372	$ 4,232,090	$ 5,727,960

Tohoqua

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Revenues													
Assessments - Tax Collector	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Assessments - Direct	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Cost Share Revenue	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Special Events Revenue	$ 500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 500
Total Revenues	**$ 500**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 500**
Expenditures													
General & Administrative:													
Supervisor Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
FICA Expense	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Engineering	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Attorney	$ 87	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 87
Annual Audit	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Assessment Administration	$ 11,130	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,130
Arbitrage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dissemination	$ 1,975	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,975
Trustee Fees	$ 10,859	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 10,859
Management Fees	$ 3,750	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,750
Information Technology	$ 167	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 167
Website Maintenance	$ 111	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 111
Telephone	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Postage	$ 90	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 90
Insurance	$ 6,631	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,631
Printing & Binding	$ 37	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 37
Legal Advertising	$ 669	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 669
Other Current Charges	$ 106	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 106
Property Appraiser Fees	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Property Taxes	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office Supplies	$ 0	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 0
Dues, Licenses & Subscriptions	$ 175	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 175
Total General & Administrative:	**$ 35,789**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 35,789**

Tohoqua

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Operations & Maintenance													
Contract Services													
Field Management	$ 2,006	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,006
Amenities Management	$ 11,704	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,704
Landscape Maintenance	$ 32,929	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 32,929
Lake Maintenance	$ 1,060	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,060
Wetland Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pool Maintenance	$ 2,935	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,935
Pest Control	$ 67	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 67
Janitorial Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal Contract Services	**$ 50,702**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 50,702**
Repairs & Maintenance													
Landscape Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Mulch	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Tree Removal & Replacement	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Irrigation Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Stormwater Inspections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Repairs & Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Road & Sidewalk Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Signage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Walls - Repair/Cleaning	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Presssure Washing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fencing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subtotal Repairs & Maintenance	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Utilities													
Pool - Electric	$ 2,702	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,702
Pool - Water	$ 1,874	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,874
Electric	$ 26	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 26
Water & Sewer	$ 9,579	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,579
Streetlights	$ 7,613	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,613
Subtotal Utilities	**$ 21,794**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 21,794**

Tohoqua

Community Development District

Month to Month

	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Total
Amenities													
Property Insurance	$ 32,204	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 32,204
Pool Attendants	$ 465	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 465
Facility Maintenance	$ 8,209	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,209
Pool Repairs & Maintenance	$ 1,465	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,465
Pool Permits	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Access Cards & Equipment Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fire Alarm & Security Monitoring	$ 35	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 35
Fire Alarm & Security Monitoring Repairs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fire Extinguisher Inspections	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Amenity Signage	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repairs & Maintenance	$ 53	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 53
Office Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Operating Supplies	$ 140	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 140
Doggie Pots	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Special Events	$ 657	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 657
Termite Bond	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Holiday Décor	$ 5,100	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,100
Subtotal Amenities	**$ 48,329**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 48,329**
Other													
Contingency	$ 41	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 41
Subtotal Other	**$ 41**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 41**
Total Operations & Maintenance	**$ 120,865**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 120,865**
Total Expenditures	**$ 156,654**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 156,654**
Excess (Deficiency) of Revenues over Expenditures	$ (156,154)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (156,154)
Other Financing Sources/(Uses)													
Transfer In/(Out) - Capital Reserve	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Other Financing Sources/(Uses)	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Net Change in Fund Balance	**$ (156,154)**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ (156,154)**

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)
Less: Principal Payment - 5/1/24		($45,000)
Current Bonds Outstanding		**$1,935,000**

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)
Less: Principal Payment - 5/1/24		($55,000)
Current Bonds Outstanding		**$2,415,000**

Series 2021Phase 4A/5A, Special Assessment Revenue Bonds		
Interest Rates:	2.500%, 3.125%, 3.600%, 4.000%	
Maturity Date:	5/1/2051	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	$75,350	
Reserve Fund Balance	$75,350	
Bonds Outstanding - 3/19/21		$2,660,000
Less: Principal Payment - 5/1/22		($55,000)
Less: Principal Payment - 5/1/23		($55,000)
Less: Principal Payment - 5/1/24		($55,000)
Current Bonds Outstanding		**$2,495,000**

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	$76,484	
Bonds Outstanding - 11/04/22		$2,120,000
Less: Principal Payment - 5/1/24		($30,000)
Current Bonds Outstanding		**$2,090,000**

Tohoqua

Community Development District

Long Term Debt Report

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
Less: Principal Payment - 5/1/24		($30,000)
Current Bonds Outstanding		**$2,200,000**

Series 2023 Phase 4C, Special Assessment Revenue Bonds		
Interest Rates:	5.000%, 5.700%, 5.900%	
Maturity Date:	5/1/2054	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	$71,154	
Reserve Fund Balance	$71,154	
Bonds Outstanding - 09/28/23		$1,946,946
Current Bonds Outstanding		**$1,946,946**

Series 2024 Phase 7, Special Assessment Revenue Bonds		
Interest Rates:	4.570%, 5.375%, 5.670%	
Maturity Date:	5/1/2054	
Reserve Fund Definition	50% of Maximum Annual Debt Service	
Reserve Fund Requirement	$162,055	
Reserve Fund Balance	$162,055	
Bonds Outstanding - 06/11/24		$4,616,112
Current Bonds Outstanding		**$4,616,112**

SECTION 3

TOHOQUA

TOHOQUA RESIDENTS' CLUB

MONTHLY REPORT

DECEMBER 2024

RESIDENTS' CLUB

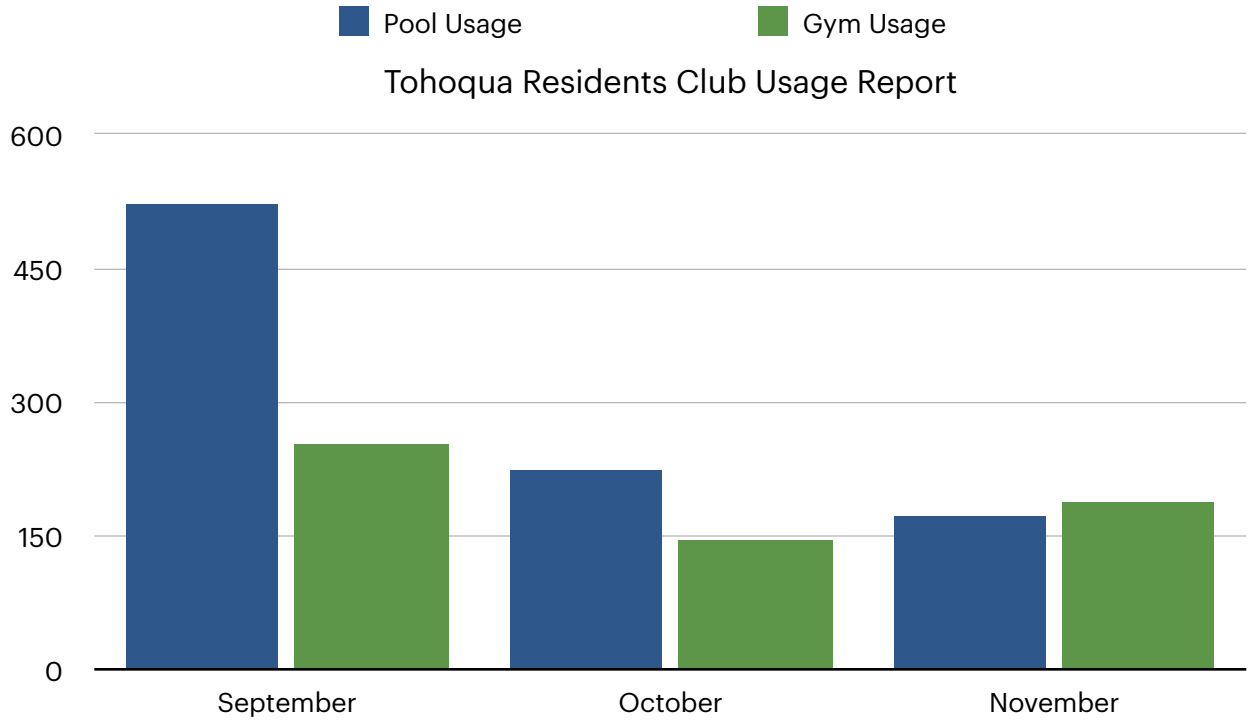
FACILITY REPORT:

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

- Clubhouse Rental in November: 2

- Events Recap: November

- Tohoqua Fall Fest (75-100 people in attendance)
- Tohoqua Movie Night (50 people in attendance)
- Marcos Pizza Home Owner Appreciation Day



Tohoqua Fall Fest

Tohoqua Movie Night