

# Postras East Community Development District

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<http://poitrasedcdd.com/>

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The following is the proposed agenda for the upcoming Meeting of the Board of Supervisors for the Postras East Community Development District ("District"), scheduled to be held at **4:00 p.m. on Tuesday, January 17, 2023, at Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827**. A quorum will be confirmed prior to the start of the meeting.

District Staff, please use the following information to join via the computer or the conference line:

Phone: 1-844-621-3956

Computer: pfmgroup.webex.com

Participant Code: 796 580 192#

## BOARD OF SUPERVISORS' MEETING AGENDA

### Organizational Matters

- Roll Call to Confirm Quorum
- Public Comment Period
- 1. **Consideration of the Minutes of the December 13, 2022, Board of Supervisors' Meeting**

### Financing Matter

- 2. **Consideration of Form of First Amendment to First Supplemental Trust Indenture (Series 2020 BAN)**
- 3. **Consideration of Form of Completion and Contribution in Lieu Agreement with TDCP**
- 4. **Consideration of Form of Collateral Assignment**
- 5. **Consideration of Form of True Up Agreements**
  - a. Toll Brothers
  - b. TDCP

### Business Matters

- 6. **Ratification of Pressure Washing Proposal with Berman**
- 7. **Ratification of Operation and Maintenance Expenditures Paid in December 2022 in an amount totaling \$39,151.87**
- 8. **Ratification of Requisition Nos. 2020-210 – 2020-225 Paid in December 2022 in an amount totaling \$2,293,671.50**
- 9. **Recommendation of Work Authorization/Proposed Services (*if applicable*)**
- 10. **Review of District's Financial Position and Budget to Actual YTD**

### Other Business

- A. Staff Reports
  - 1. District Counsel
  - 2. District Manager
  - 3. District Engineer
  - 4. Construction Supervisor
  - 5. Landscape Supervisor



6. Irrigation Supervisor
- B. Supervisor Requests

**Adjournment**



# **Postras East Community Development District**

**Minutes of the December 13, 2022,  
Board of Supervisors' Meeting**

**POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
BOARD OF SUPERVISORS' MEETING MINUTES**

**FIRST ORDER OF BUSINESS**

**Roll Call to Confirm Quorum**

The Board of Supervisors' Meeting for the Poitras East Community Development District was called to order on Tuesday, December 13, 2022, at 4:00 p.m. at the Courtyard Orlando Lake Nona, 6955 Lake Nona Blvd, Orlando, FL 32827.

Present:

Richard Levey	Chairman	
Rob Adams	Vice Chairman	(via phone)
Frank Paris	Assistant Secretary	
Julie Salvo	Assistant Secretary	

Also attending:

Jennifer Walden	PFM	
Lynne Mullins	PFM	
Amanda Lane	PFM	(via phone)
Kevin Plenzler	PFM	
Brent Wilder	PFM	(via phone)
Jorge Jimenez	PFM	(via phone)
Tucker Mackie	Kutak Rock	
Ryan Dugan	Kutak Rock	
Jeffrey Newton	Donald W. McIntosh Associates	(via phone)
Aaron Wilbanks	Berman	
Matt McDermott	Construction Committee Member	
Larry Kaufmann	Construction Supervisor	
Sarah Warren	Bryant Miller Olive	(via phone)
Sara Zare	MBS Capital Markets	(via phone)
Brett Sealy	MBS Capital Markets	(via phone)

**SECOND ORDER OF BUSINESS**

**Public Comment Period**

Dr. Levey called for public comments. He noted there were no public comments.

**THIRD ORDER OF BUSINESS**

**Consideration of the Minutes of the  
November 15, 2022, Landowners'  
Election Meeting**

The Board reviewed the minutes of the November 15, 2022, Landowners' Election Meeting.

On motion by Ms. Salvo, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Minutes of the November 15, 2022, Landowners' Election Meeting.

#### **FOURTH ORDER OF BUSINESS**

#### **Consideration of the Minutes of the November 15, 2022, Board of Supervisors' Meeting**

The Board reviewed the minutes of the November 15, 2022, Board of Supervisors' Meeting.

On motion by Mr. Paris, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved the Minutes of the November 15, 2022, Board of Supervisors' Meeting.

#### **FIFTH ORDER OF BUSINESS**

#### **Consideration of Amended and Restated Engineer's Report**

Ms. Mackie noted the District has an outstanding 2018 Bond Anticipation Note (BAN) that was issued as a draw down note in a not-to-exceed amount of \$25,000,000.00. As of today's date, the District has drawn down on about \$18,000,000.00 of the BAN to pay for the District's active construction projects described in the District's Capital Improvement Plan previously adopted by the Board. A few promissory notes have been issued to the Developer for prior acquisitions that represent amounts due and owing but not yet drawn down on the BAN. There are also active construction projects that will continue into the second quarter of this year that will require construction funds to complete. At this point in time, the District is moving forward with a proposed issuance of bonds that would pay down the outstanding note to zero and fund other construction costs associated with the District's Capital Improvement Plan, with a proposed par amount of roughly \$24,800,000.00. The bonds would be absorbed in assessments that are ultimately secured by lots platted to date within the District. There is a proposed plat anticipated within Q1 2023 that will, once recorded, support repayment of the bonds. What's being proposed today is authorization from the Board to move forward with the issuance of bonds. There are active discussions with Synovus, who holds the BAN, that would allow for the BAN, which hasn't yet matured, to remain outstanding at a reduced amount. The BAN would ultimately be secured by remaining unplatted acreage within the District that would allow the District, outside of utilization of the bond proceeds, to continue to provide for the completion of the Amended and Restated CIP that Mr. Newton will discuss. Ms. Mackie noted Mr. Newton will highlight what changes have been made since the last time the Board approved it in connection with its Master Assessment process. The Supplemental Methodology that's presented to the Board today won't be final until the District has priced the 2023 bonds but will be used for the purpose of marketing disclosure when the District goes out to market the 2023 bonds.

Mr. Newton explained there are text changes throughout the Engineer's Report which update the status of the various projects. One key item is that Pearson Avenue Phase 2 was previously in the future phase projects but it is now in the initial phase projects. The reference of future signalization on Boggy Creek Road has been removed as Osceola County is now going to be responsible for installation of the required signal improvements. The costs changed a little bit based on what has been going on with material price increases as well as fuel costs.

Ms. Mackie stated that no action is needed other than the authorization that will be given in the Delegated Award Resolution to utilize both the Amended and Restated Engineer's Report and the Supplemental Assessment Methodology Report for inclusion in the marketing materials. After pricing, the final reports will be brought to the Board for approval in the Resolution levying assessments.

## **SIXTH ORDER OF BUSINESS**

### **Presentation of Preliminary Supplemental Assessment Methodology Report**

Mr. Plenzler stated before the Board is the Preliminary Supplemental Methodology associated with the Series 2023 Bonds. The first initial tables are consistent with the Amended and Restated Engineer's Report. He stated on page 7 and 8, as Ms. Mackie described, the District's bond issuance is estimated at just under \$25,000,000.00, generating proceeds of approximately \$23,400,000.00. On tables 5 and 6 are the assessment levels and the principal on a per ERU/Unit basis which are generally consistent with the master methodology. The team has targeted assessment levels that will require Developer contributions along the way associated with the issuance that is summarized in tables 5 and 6. Furthermore, within table 8 and 9 are the targeted contributions necessary from the Developer.

Ms. Mackie stated there are two separate anticipated contributions. The first is related to the multifamily and commercial properties within the District on which the Developer would like to not receive an assessment, therefore the contribution is being made in advance of the financing. The second, as Mr. Plenzler indicated, considers the various residential product types and the targeted assessments the Developer would like to meet within various sub-areas, and in conjunction with that, the Developer will be contributing infrastructure that would essentially buy down that assessment. Since the District doesn't anticipate fully financing the CIP, there will be plenty of infrastructure that the Developer can contribute to offset the targeted assessments in the residential product.

## **SEVENTH ORDER OF BUSINESS**

### **Consideration of Resolution 2023-04, Delegation Award Resolution**

- a) Form of Master Indenture**
- b) Form of First Supplement**
- c) Form of Purchase Contract**
- d) Form of Preliminary Limited  
Offering Memorandum**
- e) Form of Continuing Disclosure  
Agreement**

Ms. Warren stated this is being adopted pursuant to the District's Master Bond Resolution 2020-05 for Series 2023 Bonds. This Resolution authorizes an aggregate principal amount of special assessment revenue bonds in one or more series in an amount not-to-exceed \$26,500,000.00, which gives a little wiggle room when they go to market and price the bond. The Resolution also approves in substantial form a series of documents, for which she provided an overview.

Dr. Levy asked about the highlighted section in the Master Indenture. Ms. Warren noted that there will be some final information filled in as different items are finalized along the way.

On motion by Ms. Salvo, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District approved Resolution 2023-04, Delegation Award Resolution, approving the Form of Master Indenture, Form of First Supplement, Form of Purchase Contract, Form of Preliminary Limited Offering Memorandum, and Form of Continuing Disclosure Agreement in substantial form.

Ms. Mackie noted that after the first of the year the Bonds will be marketed. The forms were approved today in substantial form so that District Counsel, Developer's Counsel, and Bond Counsel can make the

necessary changes. The Bond Purchase Agreement will then be entered into, and a special meeting of the District Board may be required. Once the Bonds have been closed on, there will be a Ratifying Resolution that will come back before the Board in which all the documents will be in final form.

#### **EIGHTH ORDER OF BUSINESS**

**Ratification of Operation and Maintenance Expenditures Paid in November 2022 in an amount totaling \$27,080.68**

Ms. Walden stated these have been approved and need to be ratified.

On motion by Mr. Paris, seconded by Ms. Salvo, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified the Operation and Maintenance Expenditures paid in November 2022 in an amount totaling \$27,080.68.

#### **NINTH ORDER OF BUSINESS**

**Ratification of Requisition Nos. 2020-197 – 2020-209 Paid in November 2022 in an amount totaling \$941,678.58**

Ms. Walden stated these have been approved and need to be ratified.

On motion by Ms. Salvo, seconded by Mr. Paris, with all in favor, the Board of Supervisors for the Poitras East Community Development District ratified Requisition Nos. 2020-197 – 2020-209 paid in November 2022 in an amount totaling \$941,678.58.

#### **TENTH ORDER OF BUSINESS**

**Recommendation of Work Authorization/Proposed Services**

Mr. Kaufmann stated that there were none.

#### **ELEVENTH ORDER OF BUSINESS**

**Review of District's Financial Position and Budget to Actual YTD**

Ms. Walden stated the financials are updated through the end of November, and the District has had expenses of \$43,000.00 versus an overall budget of \$412,000.00 which is about 10.5% of the adopted budget.

#### **TWELFTH ORDER OF BUSINESS**

**Staff Reports**

District Counsel –

Ms. Mackie stated after the first of the year legislative committee meetings will begin in conjunction with the 2023 session and Capitol Conversations

will then start to be sent out by our office to supervisors. There will be monthly status reports during Board Meetings as well.

District Manager –

Ms. Walden stated Board Meetings will go back to the third Tuesday of the month, so the next meeting will be January 17, 2023.

Ms. Walden noted the District received a proposal from Berman for pressure washing of monuments and walls. There was an item on there that wasn't included so District staff is waiting for that proposal to come back. It is anticipated to be a little more than the \$550.00 that was originally provided. However, the District's sister Districts have District staff going out to bid for more proposals. The Board agreed to have District staff seek other proposals as well.

District Engineer –

Mr. Newton reviewed the Construction Status Memorandum (Minutes Exhibit A).

For Master Infrastructure Phase 1A, the City issued a Certificate of Completion and the acquisition package is being assembled.

For the Narcoossee/Luminary Traffic Signal, there was a meeting earlier today with Orange County, Kittleson, and Florida Industrial Electric, and the County attempting to interject other requirements in addition what was proposed to resolve the issue. Once he receives an update concerning the additional requests, he will update the Board.

For Master Infrastructure Phase 1B, the Certificate of Completion from the City has been received and the acquisition package is being assembled.

For Master Infrastructure Phase 1C & Centerline Drive Segment F, this project is coming along but not scheduled to be completed until the first quarter of next year, and it looks to be on track.

For Master Infrastructure Phase 1D, this project received the Certificate of Completion as well. This was a District constructed project so the closeout with the Contractor is in process, including reconciliation of the direct purchase materials.

For Pearson Avenue Phase 1, this project received a Certificate of Completion and the acquisition package is being assembled.

For Pearson Avenue Phase 2, the Contractor is 100% complete and they are working on finishing up the thermoplastic striping. They should have the project closed out by the end of this year or early next year.

Construction Supervisor –

No report.

Landscape Supervisor –

Mr. McDermott stated final completion of landscape and irrigation on Pearson Avenue Phase 2 was done and just needs the Chair's signature on the final documents.

Irrigation Supervisor –

No report.

**THIRTEENTH ORDER OF BUSINESS****Supervisor Requests**

There were no Supervisor requests.

**FOURTEENTH ORDER OF BUSINESS****Adjournment**

On motion by Ms. Salvo, seconded by Mr. Paris, with all in favor, the December 13, 2022, Meeting of the Board of Supervisors for the Poitras East Community Development District was adjourned.

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Secretary / Assistant Secretary

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Chair / Vice Chair



**DONALD W. MCINTOSH  
ASSOCIATES, INC.**

## MEMORANDUM

DATE: December 13, 2022

TO: Poitras East Community Development District  
Board of Supervisors

FROM: Donald W. McIntosh Associates, Inc.  
District Engineer

RE: Construction Contract Status

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Dear Board Members,

Please accept this correspondence as a current summary of our construction contract status. Listed below by project is a brief summary of recent contract activity.

CIVIL ENGINEERS

**Master Infrastructure Phase 1A – Jr. Davis Construction Company, Inc.**  
(Note: this construction contract is between TDCP and JDC)

LAND PLANNERS

**Construction Status:** Phase 1A has received a certificate of completion from the City of Orlando. Acquisition of improvements by the District is ongoing.

SURVEYORS

**Narcoossee/Luminary Traffic Signal – The New Florida Industrial Electric**

**Construction Status:** The Contractor and signal consultant are continuing to coordinate with Orange County regarding the pedestrian push buttons. The Contractor has been informed that retainage will not be released until the issue is resolved.

**Change Order (C.O.) Status:** None

**Recommended Motion:** None

**Master Infrastructure Phase 1B – Jr. Davis Construction Company, Inc.**  
(Note: this construction contract is between TDCP and JDC)

**Construction Status:** Phase 1B has received a certificate of completion from the City of Orlando. Acquisition of improvements by the District is ongoing.

2200 Park Ave. North

Winter Park, FL

**Master Infrastructure Phase 1C & Centerline Drive Segment F – Jr. Davis Construction Company**

32789-2355

**Construction Status:** Underground utilities, roadway grading, and curb and gutter are 100% complete on both Phase 1C and Centerline Segment F. Contractor is expected to complete road base and plans on paving by mid-December. Engineer received storm videotapes and is awaiting sanitary videos and as built drawings. No work has commenced on the Centerline Segment E electrical conduits change order pending grant of easement from City of Orlando to OUC through the City Park tract.

Fax 407-644-8318

407-644-4068

\\dwmafiles\projects\Proj2017\17170\ENGadmin\C\ec292 Construction Memo 12-13-22.docx



*Memorandum*

*Re: Poitras East Community Development District  
Construction Contract Status*

*December 13, 2022*

*Page 2*

**Change Order (C.O.) Status:** None

**Recommended Motion:** None

**Master Infrastructure Phase 1D – Jr. Davis Construction Company**

**Construction Status:** Phase 1D has received a certificate of completion from the City of Orlando. Contract closeout is underway, including ODP reconciliation.

**Change Order (C.O.) Status:** None

**Recommended Motion:** None

**Street A Phase 1 (aka Pearson Avenue) – Jr. Davis Construction Company**

(Note: this construction contract is between TDCP and JDC)

**Construction Status:** Pearson Avenue Phase 1 has received a certificate of completion from the City of Orlando. Acquisition of improvements by the District is ongoing.

**Street A Phase 2 (aka Pearson Avenue) – Jr. Davis Construction Company**

**Construction Status:** The Contractor is 100% complete with underground utilities, curb & gutter, road base, Trail, landscaping, first and second lifts of asphalt, and turn lane on Boggy Creek Road. Thermoplastic striping is expected to be completed in mid-December.

**Change Order (C.O.) Status:** None

**Recommended Motion:** None

Should there be any questions, please do not hesitate to call.

Thank you.

End of memorandum.

c: Larry Kaufmann  
Matt McDermott  
Chris Wilson  
Dan Young  
Tarek Fahmy

**Postras East Community Development District  
Master Infrastructure Phase 1C and Centerline Drive Segment F  
Change Order Log  
Jr. Davis Construction, Inc.**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
			300			\$ 8,105,537.19			
<a href="#">1</a>	4/6/2022	Hardscape - Roundabouts and Retaining Wall	0	\$ 133,966.67	Approved	\$ 8,239,503.86	4/19/2022	4/19/2022	Tavistock approved 5/4/22
<a href="#">2</a>	4/13/2022	Increase in Cost to Procure 16" PVC Force Main from FEI	0	\$ 69,162.54	Approved	\$ 8,308,666.40	4/19/2022	4/19/2022	Tavistock approved 5/4/22
<a href="#">3</a>	5/16/2022	Landscaping & Irrigation for Phase 1C (including 12 months of maintenance)	120	\$ 2,348,776.51	Approved	\$ 10,657,442.91	5/17/2022	5/17/2022	
<a href="#">4</a>	6/20/2022	Diesel Fuel Price Adjustment through May 2022		\$ 19,807.62	Approved	\$ 10,677,250.53	6/21/2022	6/21/2022	
<a href="#">6</a>	8/10/2022	Phase 1C Truck Apron Pavers	30	\$ 160,500.00	Approved	\$ 10,837,750.53	8/16/2022	8/16/2022	
<a href="#">7</a>	8/10/2022	Segment F Landscape & Irrigation	49	\$ 337,107.02	Approved	\$ 11,174,857.55	8/16/2022	8/15/2022	
<a href="#">8</a>	8/12/2022	Remove 12 months of landscape/irrigation maintenance	0	\$ (243,187.92)	Approved	\$ 10,931,669.63	8/16/2022	8/16/2022	
<a href="#">9</a>	11/4/2022	Hurricane Ian Additional Work	0	\$ 3,729.00	Approved	\$ 10,935,398.63	11/15/2022	11/15/2022	
<a href="#">10</a>	11/14/2022	Diesel Fuel Price Adjustment - June through September 2022	0	\$ 24,259.08	Approved	\$ 10,959,657.71	11/15/2022	11/15/2022	
<a href="#">5</a>	7/15/2022	Master Infrastructure Phase 1C and Segment F Plan Changes	90	\$ 1,165,512.09	Approved	\$ 12,125,169.80	7/19/2022	11/15/2022	Previously approved NTE \$1,368,270.55 pending Engineers Review
Days to Substantial Completion			589	Revised Contract Amount		\$ 12,125,169.80			
Days to Contract Completion			619						
NOC Date			7/19/2021						
Substantial Completion Date			2/28/2023						
Contract Completion Date			3/30/2023						

**Postras East Community Development District  
Master Infrastructure Phase 1D  
Change Order Log  
Jr. Davis Construction, Inc.**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
			245			\$ 2,900,282.54			
<a href="#">1</a>	7/19/2021	Material Price Escalations	0	\$ 154,671.13	Approved	\$ 3,054,953.67	7/20/2021	7/20/2021	
<a href="#">2</a>	8/16/2021	Rerouting of existing mainline irrigation pipe around the work area	0	\$ 7,651.23	Approved	\$ 3,062,604.90	8/17/2021	8/17/2021	
<a href="#">3</a>	10/22/2021	Segmental Block Retaining Wall Add Cost Color	0	\$ 14,898.00	Approved	\$ 3,077,502.90	11/16/2021	11/16/2021	
<a href="#">4</a>	10/22/2021	Mainline Irrigation Valve Relocation	0	\$ 9,174.00	Approved	\$ 3,086,676.90	11/16/2021	11/16/2021	
<a href="#">5</a>	12/13/2021	Additional Retaining Wall	0	\$ 24,039.07	Approved	\$ 3,110,715.97	1/18/2022	1/18/2022	
6	12/13/2021	Additional Work Public Parking Lot and MOT Plan Revision	56	\$ 46,190.00	Approved	\$ 3,156,905.97	1/18/2022	1/18/2022	
7	4/5/2022	Hardscape - Roundabouts and Retaining Wall	0	\$ 177,466.67	Approved	\$ 3,334,372.64	4/19/2022	4/19/2022	Tavistock approved 5/4/22
8	4/18/2022	Landscape	120	\$ 643,619.95	Approved	\$ 3,977,992.59	4/19/2022	4/19/2022	Tavistock approved 5/4/22
9	6/20/2022	LAMN Selten Way Phase 1D Trails	0	\$ 267,006.75	Approved	\$ 4,244,999.34	6/21/2022	6/21/2022	
10	6/20/2022	Diesel Fuel Price Adjustment through May 2022	0	\$ 6,240.10	Approved	\$ 4,251,239.44	6/21/2022	6/21/2022	
11	8/10/2022	Phase 1D Truck Apron Pavers	30	\$ 188,200.00	Approved	\$ 4,439,439.44	8/16/2022	8/16/2022	
12	9/14/2022	Deduct Monthly Landscape Maintenance and Irrigation Inspection	0	\$ (28,560.00)	Approved	\$ 4,410,879.44	10/18/2022	10/18/2022	
13	11/4/2022	Hurricane Ian A Preparation and Repairs	0	\$ 15,424.00	Approved	\$ 4,426,303.44	11/15/2022	11/15/2022	
14	11/9/2022	Diesel Fuel Price Adjustment - June through September 2022	0	\$ 3,881.02	Approved	\$ 4,430,184.46	11/15/2022	11/15/2022	
Days to Substantial Completion			451	Revised Contract Amount		\$ 4,430,184.46			
Days to Contract Completion			481						
NOC Date			7/19/2021						
Substantial Completion Date			10/13/2022						
Contract Completion Date			11/12/2022						

**Postras East Community Development District  
Pearson Avenue Phase 2  
Change Order Log  
Jr. Davis Construction Company**

C.O. #	Date	Description of Revision	Additional Days	Amount	Status	New Contract Amount Original Contract Date	To Board	Approval Date	Notes
			150			\$ 2,235,434.97			
<a href="#">1</a>	6/20/2022	Diesel Fuel Price Adjustment through May 2022	0	\$ 6,962.48	Approved	\$ 2,242,397.45	6/21/2022	6/21/2022	
<a href="#">2</a>	8/10/2022	Install Split Conduit to Protect Sprint Fiber at Boggy Creek Tie-In	0	\$ 9,853.92	Approved	\$ 2,252,251.37	8/16/2022	8/16/2022	
<a href="#">3</a>	11/4/2022	Hurricane Ian Additional Work	0	\$ 6,224.00	Approved	\$ 2,258,475.37	11/15/2022	11/15/2022	
<a href="#">4</a>	11/4/2022	Additional Time Request Total 28 Days for Hurricane Impacts and Reallocate Resources to Expedite Completion of Phase 1D and Pearson Ph 1	28	\$ -	Approved	\$ 2,258,475.37	11/15/2022	11/15/2022	
<a href="#">5</a>	11/4/2022	Diesel Fuel Price Adjustment - June through September 2022	0	\$ 20,940.53	Approved	\$ 2,279,415.90	11/15/2022	11/15/2022	
<b>Days to Substantial Completion</b>			<b>178</b>	<b>Revised Contract Amount</b>		<b>\$ 2,279,415.90</b>			
<b>Days to Contract Completion</b>			<b>208</b>						
<b>NOC Date</b>			<b>5/9/2022</b>						
<b>Substantial Completion Date</b>			<b>11/3/2022</b>						
<b>Contract Completion Date</b>			<b>12/3/2022</b>						

# **Postras East Community Development District**

**Form of First Amendment to First Supplemental  
Trust Indenture (Series 2020 BAN)**

**FIRST AMENDMENT TO  
FIRST SUPPLEMENTAL TRUST INDENTURE**

**between**

**POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**

**and**

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION,  
as Successor Trustee**

**Dated and effective as of February 1, 2023**

**Relating to  
Poitras East Community Development District  
Special Assessment Revenue Bond Anticipation Note, Series 2020**

## TABLE OF CONTENTS

	Page
<b>ARTICLE I DEFINITIONS .....</b>	<b>2</b>
SECTION 101.  DEFINITIONS.....	2
<b>ARTICLE II AMENDMENTS TO FIRST SUPPLEMENT .....</b>	<b>2</b>
SECTION 201.  AMENDMENTS TO THE FIRST SUPPLEMENT.....	2
<b>ARTICLE III MISCELLANEOUS .....</b>	<b>3</b>
SECTION 301.  AMENDMENT TO SERIES 2020 NOTE. ....	3
SECTION 302.  PROVISIONS OF THE INDENTURE NOT OTHERWISE MODIFIED. ....	3
SECTION 303.  CONSENT OF OWNER. ....	3
SECTION 304.  COUNTERPARTS. ....	3
SECTION 305.  HEADINGS. ....	3
SECTION 306.  LAWS. ....	3
 EXHIBIT A – FORM OF ALLONGE TO SERIES 2020 NOTE	 A-1
EXHIBIT B – CONSENT OF SYNOVUS BANK	B-1
EXHIBIT C-1 – DESCRIPTION OF THE 2023 ASSESSMENT LANDS	C-1-1
EXHIBIT C-2 – DESCRIPTION OF THE OVERLAPPING LANDS	C-2-1
EXHIBIT C-3 – DESCRIPTION OF THE RELEASED LANDS	C-3-1

## **FIRST AMENDMENT TO FIRST SUPPLEMENTAL TRUST INDENTURE**

This **FIRST AMENDMENT TO FIRST SUPPLEMENTAL TRUST INDENTURE**, dated and effective as of February 1, 2023 (the “First Amendment”), amending the First Supplemental Trust Indenture, dated as of September 1, 2020, (the “First Supplement”), between **POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government organized and existing under the laws of the State of Florida (the “District”) and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America and having the authority to exercise corporate trust powers and having its designated corporate trust office in Orlando, Florida, as successor in interest to U.S. Bank National Association, as Trustee (the “Trustee”).

### **W I T N E S S E T H:**

**WHEREAS**, the District has previously issued its not to exceed \$25,000,000 Special Assessment Revenue Bond Anticipation Note, Series 2020 (the “Series 2020 Note”) pursuant to the Master Trust Indenture dated as of September 1, 2020 (the “Master Indenture” and, together with the First Supplement, the “Indenture”), as supplemented by the First Supplement; and

**WHEREAS**, the Series 2020 Note was issued as a draw-down revolving note with a not to exceed maximum principal amount Outstanding at any one time of \$25,000,000 (the “Maximum Principal Amount”); and

**WHEREAS**, the Series 2020 Note was issued in order to provide interim financing for costs related to assessable capital improvements within the District (the “Series 2020 Project”); and

**WHEREAS**, in order to provide long-term financing for the Series 2020 Project, the District is issuing its \$\_\_\_\_\_ Special Assessment Revenue Bonds, Series 2023 (the “Series 2023 Bonds”); and

**WHEREAS**, upon the issuance of the Series 2023 Bonds and the pay down of the Series 2020 Note with proceeds of the Series 2023 Bonds, the platted lands (the “2023 Assessment Lands,” a description of which is attached hereto as Exhibit C-1) subject to the Assessments securing the Series 2020 Note (the “Series 2020 Assessments”) will be released from the lien of the Series 2020 Assessments and will become subject to the lien of the Assessments securing the Series 2023 Bonds (the “Series 2023 Assessments”); and

**WHEREAS**, additionally in connection with the issuance of the Series 2023 Bonds, the lands that will remain subject to the lien of the Series 2020 Assessments (the “Overlapping Lands,” a description of which is attached hereto as Exhibit C-2) will also be subject to the overlapping lien of a portion of the Series 2023 Assessments until such time as a portion of said lands (the “Released Lands,” a description of which is attached hereto as Exhibit C-3) are platted and Series 2023 Assessments are assigned to the Released Lands on a per-unit basis, at

which time such Released Lands will be released from the lien of the Series 2020 Assessments; and

**WHEREAS**, due to the release of the 2023 Assessment Lands and the Released Lands from the lien of the Series 2020 Assessments, the District and Synovus Bank, as the sole Owner of the Series 2020 Note (the “Owner”), have agreed to amend the First Supplement to reduce the Maximum Principal Amount from \$25,000,000 to \$13,000,000; and

**WHEREAS**, execution of this First Amendment and the overlapping lien of the Series 2020 Assessments and the Series 2023 Assessments require the consent of the Owner and the Owner has provided its consent as required pursuant to the provisions of the Indenture, as more particularly set forth in Exhibit B attached hereto.

**NOW, THEREFORE, THIS FIRST AMENDMENT TO FIRST SUPPLEMENTAL TRUST INDENTURE WITNESSETH:**

## **ARTICLE I DEFINITIONS**

**SECTION 101. DEFINITIONS.** Words and terms which are not otherwise defined herein shall have the same meanings ascribed to them when used in the Indenture, unless the context or use indicates a different meaning or intent.

## **ARTICLE II AMENDMENTS TO FIRST SUPPLEMENT**

### **SECTION 201. AMENDMENTS TO THE FIRST SUPPLEMENT.**

(a) Sections 201, 202 and 203 of Article II of the First Supplement are hereby amended by replacing all occurrences of the number \$25,000,000 with \$13,000,000.

(b) Section 201 is further amended by adding the following sentence to the second paragraph of Section 201: Notwithstanding any other provisions of the Indenture, no Draw shall be requested by the District or funded by the Bank until such time as the Released Lands have been platted, Series 2023 Assessments have been assigned to the Released Lands on a per-unit basis, and the Released Lands have been released from the lien of the Series 2020 Assessments. Confirmation of the occurrence of the events listed in the immediately preceding sentence shall be evidenced by delivery of a certificate of an Authorized Officer of the District to the Trustee and the Bank affirming such events have occurred, upon which such certificate the Trustee may conclusively rely.

(c) Section 403 of the First Supplement is hereby amended and restated to read as follows: Amounts on deposit in the 2020 Acquisition and Construction Account shall be

applied to pay the Costs of the 2020 Project in accordance with requisitions received by the Trustee in the form of Exhibit "C" hereto. The total amount advanced on the 2020 Note for deposit to the 2020 Acquisition and Construction Account shall at no one time exceed \$\_\_\_\_\_.

### **ARTICLE III MISCELLANEOUS**

**SECTION 301. AMENDMENT TO SERIES 2020 NOTE.** The Series 2020 Note shall be amended pursuant to the Allonge attached hereto as Exhibit A.

**SECTION 302. PROVISIONS OF THE INDENTURE NOT OTHERWISE MODIFIED.** Except as expressly modified or amended hereby, the Indenture shall remain in full force and effect. To the extent of any conflict between the terms of the Indenture and this First Amendment, the terms hereof shall control.

**SECTION 303. CONSENT OF OWNER.** Pursuant to Section 803 of the First Supplement, no amendment to the First Supplement shall be made to the First Supplement without the written consent of the Owner. The Owner has given such written consent, a copy of which is attached hereto as Exhibit B. Additionally, the Owner has consented to the issuance of the Series 2023 Bonds and the overlapping liens of a portion of the Series 2023 Assessments and the Series 2020 Assessments with respect to the Overlapping Lands.

**SECTION 304. COUNTERPARTS.** This First Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

**SECTION 305. HEADINGS.** Any heading preceding the text of the several Articles hereof, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this First Amendment, nor shall they affect its meaning, construction or effect.

**SECTION 306. LAWS.** This First Amendment shall be construed and governed in accordance with the laws of the State.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, each of the District and the Trustee has caused this First Amendment to be executed and delivered as a sealed instrument in its name and on its behalf by its authorized officer or authorized agent, all as of February 1, 2023.

**POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT**

(SEAL)

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Chair, Board of Supervisors

**ATTEST:**

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Secretary

[Signature Page | First Amendment to First Supplemental Trust Indenture]

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,**  
as successor Trustee

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Vice President

[Signature Page | First Amendment to First Supplemental Trust Indenture]

**EXHIBIT A**

**FORM OF ALLONGE TO SERIES 2020 NOTE**

**ALLONGE  
TO  
POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
SPECIAL ASSESSMENT REVENUE BOND ANTICIPATION NOTE, SERIES 2020**

This Allonge supplements and amends the Poitras East Community Development District Special Assessment Revenue Bond Anticipation Note, Series 2020 (the "Series 2020 Note") issued by Poitras East Community Development District (the "District") pursuant to the Master Trust Indenture dated as of September 1, 2020, as amended and supplemented from time to time, and as particularly amended and supplemented by the First Supplemental Trust Indenture dated as of September 1, 2020, as amended by the First Amendment to First Supplemental Trust Indenture dated and effective as of February 1, 2023 (together, the "First Supplement"), each between the District and U.S. Bank Trust Company, National Association, as successor Trustee (the "Trustee") as follows:

The not to exceed maximum principal amount stated on the face of the Series 2020 Note is hereby amended from "Not to Exceed \$25,000,000" to "Not to Exceed \$13,000,000." Additionally, all references in the Series 2020 Note to \$25,000,000 are amended to \$13,000,000.

Except as expressly modified or amended hereby, the Series 2020 Note shall remain in full force and effect. To the extent of any conflict between the terms of the Series 2020 Note and this Allonge, the terms hereof shall control.

[Remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, Poitras East Community Development District has delivered this Allonge to the Series 2020 Note and has caused the same to be executed in its name by the manual signature of its Chair and its seal to be impressed or imprinted hereon and attested by the manual signature of its Secretary, all as of February 1, 2023.

**POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT**

(SEAL)

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Chair, Board of Supervisors

**ATTEST:**

---

Secretary

## **CERTIFICATE OF AUTHENTICATION**

The undersigned Trustee hereby certifies that this Allonge to Series 2020 Note constitutes a part of the Series 2020 Note described in the within-mentioned First Supplement.

Date of Authentication: February \_\_, 2023

**U.S. BANK TRUST COMPANY,  
NATIONAL ASSOCIATION,**  
as successor Trustee

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Authorized Signatory

Acknowledged and agreed.

February \_\_, 2023

**SYNOVUS BANK,**  
as sole Owner of the Series 2020 Note

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Jim Mitchell, Senior Vice President

## EXHIBIT B

### CONSENT OF SYNOVUS BANK

Synovus Bank ("Synovus") is the sole Owner of the Poitras East Community Development District Special Assessment Revenue Bond Anticipation Note, Series 2020 (the "Series 2020 Note"). Pursuant to the Master Trust Indenture by and between Poitras East Community Development District (the "District") and U.S. Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association, as trustee (the "Trustee"), dated as of September 1, 2020 (the "Master Indenture"), as supplemented by that certain First Supplemental Trust Indenture dated as of September 1, 2020, between the District and the Trustee (the "First Supplement" and, together with the Master Indenture, the "Indenture") the consent of Synovus, so long as it is the Owner of the Series 2020 Note, is required with respect to any amendments to the First Supplement as well as to the issuance by the District of a Series of Bonds secured by Assessments that will overlap with the lien of the Assessments securing the Series 2020 Note. Synovus, as the sole owner of the Series 2020 Note, hereby provides written consent to the execution and delivery of the First Amendment to First Supplemental Trust Indenture between the District and the Trustee and dated and effective as of February 1, 2023, in order to reduce the not to exceed maximum principal amount for the Series 2020 Note from \$25,000,000 to \$13,000,000. Additionally, Synovus consents to the issuance by the District of the \$\_\_\_\_\_ Special Assessment Revenue Bonds, Series 2023 (the "Series 2023 Bonds") which will be secured by Assessments, a portion of the lien of which will overlap with the lien of the Assessments securing the Series 2020 Note, and the net proceeds of which will not result in the redemption of the Series 2020 Note in its entirety.

Dated: February \_\_, 2023

**SYNOVUS BANK,**  
as sole Owner of the Series 2020 Note

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Jim Mitchell, Senior Vice President

**EXHIBIT C-1**  
**DESCRIPTION OF THE 2023 ASSESSMENT LANDS**

**EXHIBIT C-2**  
**DESCRIPTION OF THE OVERLAPPING LANDS**

**DESCRIPTION:**

**PART A**

That part of Section 36, Township 24 South, Range 30 East, and that part of Section 31, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Northwest corner of LAUREATE PARK PARCEL N-3 PEARSON AVENUE PHASE 2, according to the plat thereof, as recorded in Plat Book 108, Pages 53 through 55, of the Public Records of Orange County, Florida; thence run the following courses and distances along the West line of said plat of LAUREATE PARK PARCEL N-3 PEARSON AVENUE PHASE 2: S37°15'22"W, 73.33 feet to the point of curvature of a curve concave Southeasterly having a radius of 372.00 feet and a chord bearing of S26°06'05"W; thence Southwesterly along the arc of said curve through a central angle of 22°18'34" for a distance of 144.85 feet to the point of tangency; S14°56'48"W, 345.53 feet to the point of curvature of a curve concave Northwesterly having a radius of 298.00 feet and a chord bearing of S28°42'24"W; thence Southwesterly along the arc of said curve through a central angle of 27°31'13" for a distance of 143.13 feet to the point of tangency; S42°28'01"W, 138.67 feet to the point of curvature of a curve concave Southeasterly having a radius of 737.00 feet and a chord bearing of S27°49'29"W; thence Southwesterly along the arc of said curve through a central angle of 29°17'03" for a distance of 376.69 feet to the Northeast corner of Parcel 534-237 Part E, as described in Exhibit "A" of Official Records Document Number 20220223957, of the Public Records of Orange County, Florida and a non-tangent line; thence departing said West line, run N89°58'02"W along the North line of said Parcel 534-237 Part E, for a distance of 1197.69 feet to the West line of the Southwest 1/4 of aforesaid Section 31; thence departing said West line, continue N89°58'02"W along said North line of Parcel 534-237 Part E, for a distance of 834.19 feet to the Northwest corner of said Parcel 534-237 Part E; thence S26°11'46"E along the West line of said Parcel 534-237 Part E, for a distance of 424.65 feet to the Southwest corner of said Parcel 534-237 Part E and the South line of the Southeast 1/4 of said Section 36; thence departing said West line, run N89°53'32"W along said South line of the Southeast 1/4 of Section 36, for a distance of 88.12 feet to the Southeast corner of Parcel 534-237 Part D, as described in Exhibit "A" of Official Records Document Number 20220223957, of the Public Records of Orange County, Florida; thence departing said South line, run N26°11'46"W along the East line of said Parcel 534-237 Part D, for a distance of 424.52 feet to the Northeast corner of said Parcel 534-237 Part D; thence run the following courses and distances along the North line of said Parcel 534-237 Part D: N89°58'02"W, 84.74 feet; S00°01'58"W, 30.00 feet; N89°58'02"W, 1399.44 feet; N18°24'04"W, 31.62 feet; N89°58'02"W, 546.63 feet to the West line of lands described in Exhibit A of Official Records Document Number 20180438396, of the Public Records of Orange County, Florida; thence departing said North line, run N31°21'13"W along said West line, 993.84 feet; thence N20°38'58"E along said

West line, 1859.82 feet to the South line of lands described in Official Records Book 5620, Page 2323, of the Public Records of Orange County, Florida; thence N41°57'03"E along said South line, 684.96 feet; thence S38°30'26"E along said South line, 305.98 feet; thence N68°04'58"E along said South line, 30.94 feet to the Westerly line of the plat of LUMINARY BOULEVARD PHASE 1C, according to the plat thereof, as recorded in Plat Book 109, Pages 14 through 19, of the Public Records of Orange County, Florida and a non-tangent curve concave Southwesterly having a radius of 2214.50 feet and a chord bearing of S30°54'17"E; thence departing said South line, run the following courses and distances along the Westerly line and Southerly line of said plat of LUMINARY BOULEVARD PHASE 1C: Southeasterly along the arc of said curve through a central angle of 07°37'13" for a distance of 294.53 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 700.00 feet and a chord bearing of S24°22'13"E; thence Southeasterly along the arc of said curve through a central angle of 05°26'55" for a distance of 66.57 feet to the point of tangency; S21°38'46"E, 138.99 feet to the point of curvature of a curve concave Westerly having a radius of 78.50 feet and a chord bearing of S02°29'17"E; thence Southerly along the arc of said curve through a central angle of 38°18'57" for a distance of 52.50 feet to the point of tangency; S16°40'11"W, 69.45 feet to the point of curvature of a curve concave Easterly having a radius of 109.00 feet and a chord bearing of S11°04'05"E; thence Southerly along the arc of said curve through a central angle of 55°28'33" for a distance of 105.54 feet to the point of compound curvature of a curve concave Northeasterly having a radius of 221.50 feet and a chord bearing of S46°29'40"E; thence Southeasterly along the arc of said curve through a central angle of 15°22'36" for a distance of 59.45 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 778.50 feet and a chord bearing of S49°06'26"E; thence Southeasterly along the arc of said curve through a central angle of 10°09'04" for a distance of 137.93 feet to a non-tangent line; N51°03'22"E, 81.39 feet; N33°54'33"W, 45.39 feet to the point of curvature of a curve concave Easterly having a radius of 48.50 feet and a chord bearing of N21°00'46"W; thence Northerly along the arc of said curve through a central angle of 25°47'32" for a distance of 21.83 feet to the point of compound curvature of a curve concave Easterly having a radius of 38.00 feet and a chord bearing of N18°55'55"E; thence Northerly along the arc of said curve through a central angle of 54°05'51" for a distance of 35.88 feet to the point of compound curvature of a curve concave Southeasterly having a radius of 274.00 feet and a chord bearing of N56°35'46"E; thence Northeasterly along the arc of said curve through a central angle of 21°13'51" for a distance of 101.53 feet to the point of tangency; N67°12'42"E, 437.08 feet to the point of curvature of a curve concave Southerly having a radius of 2190.00 feet and a chord bearing of N85°00'14"E; thence Easterly along the arc of said curve through a central angle of 35°35'03" for a distance of 1360.13 feet to the point of tangency; S77°12'15"E, 123.31 feet to the Westerly line of lands described in Official Records Document Number 20200665177, of the Public Records Orange County, Florida and point of cusp of a curve concave Southeasterly having a radius of 12.50 feet and a chord bearing of S57°47'45"W; thence departing said Southerly line of the plat of LUMINARY BOULEVARD PHASE 1C, run the following courses and distances along the Westerly line and Southerly line of said lands described in Official Records Document Number 20200665177: Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 19.63 feet to the point of tangency; S12°47'45"W, 228.64 feet to the point of curvature of a curve concave Easterly

having a radius of 150.00 feet and a chord bearing of S06°36'39"E; thence Southerly along the arc of said curve through a central angle of 38°48'49" for a distance of 101.61 feet to the point of tangency; S26°01'03"E, 499.88 feet to the point of curvature of a curve concave Northerly having a radius of 12.50 feet and a chord bearing of S69°18'39"E; thence Easterly along the arc of said curve through a central angle of 86°35'11" for a distance of 18.89 feet to the point of reverse curvature of a curve concave Southerly having a radius of 629.00 feet and a chord bearing of N82°17'05"E; thence Easterly along the arc of said curve through a central angle of 29°46'38" for a distance of 326.90 feet to the point of tangency; S82°49'37"E, 1145.07 feet to the point of curvature of a curve concave Northerly having a radius of 12.50 feet and a chord bearing of N86°37'23"E; thence Easterly along the arc of said curve through a central angle of 21°06'01" for a distance of 4.60 feet to the West line of the plat of LAUREATE PARK PARCEL N-3 PEARSON AVENUE PHASE 1, according to the plat thereof, as recorded in Plat Book 107, Pages 46 through 49, of the Public Records of Orange County, Florida and a non-tangent line; thence departing said Southerly line, run S07°10'23"W along said West line, 414.56 feet to the point of curvature of a curve concave Westerly having a radius of 295.00 feet and a chord bearing of S22°12'52"W; thence Southerly along said West line and the arc of said curve through a central angle of 30°04'58" for a distance of 154.89 feet to the point of tangency; thence S37°15'22"W along said West line, 26.67 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

AND

#### PART B

That part of Section 36, Township 24 South, Range 30 East, and that part of Section 31, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Southeast corner of the plat of LAUREL POINTE PHASE 1, according to the plat thereof, as recorded in Plat Book 107, Pages 79 through 83, of the Public Records of Orange County, Florida; thence run the following courses and distances along the Easterly line, Northerly line and Westerly line of said plat of LAUREL POINTE PHASE 1: N28°08'38"W, 45.66 feet; N69°49'32"W, 102.39 feet; N51°05'40"W, 84.63 feet; N40°52'47"W, 85.08 feet; N30°02'56"W, 82.45 feet; N09°30'46"W, 58.00 feet; N08°10'50"W, 46.36 feet; N00°03'01"W, 90.38 feet; N06°08'35"E, 79.14 feet; N17°46'07"E, 61.17 feet; N10°11'36"E, 27.02 feet; N01°25'41"E, 51.87 feet; N17°11'57"W, 62.72 feet; N29°15'29"W, 47.06 feet; N44°47'02"W, 52.96 feet; N53°45'55"W, 21.58 feet; N74°47'42"W, 32.18 feet; N61°29'56"W, 17.66 feet; S83°06'25"W, 3.73 feet; S81°33'26"W, 52.06 feet; N72°18'20"W, 124.75 feet; N07°54'15"W, 23.22 feet; N65°27'01"W, 17.96 feet; N63°16'03"W, 83.50 feet; N36°16'31"W, 92.70 feet; N17°32'46"W, 52.16 feet; N30°44'59"W, 17.92 feet; N38°42'37"W, 46.28 feet; N31°36'43"W, 46.35 feet; N31°42'07"W, 17.48 feet; S51°34'56"W, 22.63 feet; S42°44'30"W, 40.31 feet; S51°52'03"W, 28.38 feet; S60°13'44"W, 57.72 feet; N84°02'09"W, 61.36 feet; N80°32'03"W, 10.88 feet; S84°22'56"W, 9.08 feet; S58°03'58"W, 31.42 feet; S48°31'09"W, 28.24 feet; S51°37'56"W, 51.03 feet; S63°08'01"W, 42.85 feet; S65°47'15"W, 35.09 feet; S76°01'10"W, 55.35

feet; N74°49'08"W, 44.79 feet; N69°18'36"W, 41.95 feet; S45°55'55"W, 42.99 feet; S56°29'37"W, 38.00 feet; S54°39'58"W, 36.69 feet; S67°51'25"W, 38.19 feet; S67°07'53"W, 29.72 feet; S68°28'53"W, 32.15 feet; S73°32'43"W, 49.75 feet; N87°25'02"W, 41.38 feet; S41°14'12"W, 8.85 feet; S15°31'15"W, 52.38 feet; S59°13'30"W, 46.71 feet; S42°17'58"W, 24.15 feet; S45°18'44"W, 24.70 feet; S35°33'17"W, 29.82 feet; S44°34'05"W, 57.38 feet; S50°38'39"W, 34.83 feet; S35°02'15"W, 16.33 feet; S31°21'14"W, 42.60 feet; S44°42'56"W, 52.20 feet; S49°00'47"W, 55.44 feet; S64°00'00"W, 60.97 feet; S87°00'40"W, 26.67 feet; S53°20'22"W, 43.71 feet; S78°18'56"W, 57.48 feet; N86°38'07"W, 18.02 feet; S75°44'19"W, 32.19 feet; N81°55'19"W, 58.75 feet; S59°36'45"W, 13.41 feet; N84°26'01"W, 60.18 feet; N79°44'14"W, 37.85 feet; N76°56'52"W, 27.67 feet; N84°34'28"W, 29.50 feet; S77°52'03"W, 6.82 feet; S57°33'41"W, 26.64 feet; S40°32'54"W, 56.25 feet; S63°44'51"W, 79.85 feet; S65°52'06"W, 43.42 feet; S57°16'52"W, 33.69 feet; S13°53'00"W, 16.03 feet; S46°42'35"W, 62.19 feet; S57°13'01"W, 38.32 feet; S49°09'38"W, 51.45 feet; S16°56'38"W, 34.44 feet; S56°37'21"W, 73.63 feet; S61°06'18"W, 10.73 feet; S56°29'37"W, 44.34 feet; S62°04'31"W, 31.78 feet; S54°31'11"W, 49.68 feet; S36°04'58"W, 30.42 feet; S53°37'20"W, 50.26 feet; S73°36'49"W, 32.31 feet; S64°33'42"W, 7.69 feet; S53°13'47"W, 50.46 feet; S87°54'05"W, 27.59 feet; S34°41'53"W, 53.12 feet; S14°10'27"W, 36.57 feet; S51°51'31"W, 67.45 feet; S49°40'18"W, 46.59 feet; S56°12'39"W, 31.13 feet; S49°23'55"W, 8.74 feet; S41°37'55"W, 28.19 feet; S38°39'23"E, 415.36 feet to the Southwest corner of said plat of LAUREL POINTE PHASE 1, the Northerly line of the plat of LUMINARY BOULEVARD PHASE 1B, according to the plat thereof, as recorded in Plat Book 106, Pages 104 through 107, of the Public Records of Orange County, Florida and a non-tangent curve concave Southerly having a radius of 5060.00 feet and a chord bearing of S81°18'48"W; thence departing said Westerly line of the plat of LAUREL POINTE PHASE 1, run Westerly along said Northerly line and the arc of said curve through a central angle of 00°06'16" for a distance of 9.23 feet to the Northeast corner of Luminary Boulevard (Tract R), according to the plat of LUMINARY BOULEVARD PHASE 1C, as recorded in Plat Book 109, Pages 14 through 19, of the Public Records of Orange County, Florida and the point of tangency; thence departing said Northerly line of the plat of LUMINARY BOULEVARD PHASE 1B, run the following courses and distances along the Northerly line and Easterly line of said plat of LUMINARY BOULEVARD PHASE 1C: S81°15'40"W, 430.33 feet to the point of curvature of a curve concave Northerly having a radius of 2190.00 feet and a chord bearing of N87°58'17"W; thence Westerly along the arc of said curve through a central angle of 21°32'06" for a distance of 823.12 feet to the point of tangency; N77°12'15"W, 188.02 feet to the point of curvature of a curve concave Southerly having a radius of 2310.00 feet and a chord bearing of S84°41'15"W; thence Westerly along the arc of said curve through a central angle of 36°13'01" for a distance of 1460.16 feet to the point of tangency; S66°34'45"W, 422.76 feet to the point of curvature of a curve concave Northerly having a radius of 76.00 feet and a chord bearing of N71°32'32"W; thence Westerly along the arc of said curve through a central angle of 83°45'27" for a distance of 111.10 feet to the point of tangency; N29°39'48"W, 379.23 feet to the point of curvature of a curve concave Southwesterly having a radius of 2285.50 feet and a chord bearing of N31°59'14"W; thence Northwesterly along the arc of said curve through a central angle of 04°38'51" for a distance of 185.39 feet to the South line of lands described in Official Records Book 5620, Page 2323, of the Public Records of Orange County, Florida and the point of tangency; thence departing said Easterly line, run the following courses and distances along said South line: N68°04'58"E, 1591.22 feet; N44°15'51"E, 829.96 feet; N00°00'16"W, 244.99 feet;

N31°31'51"W, 274.99 feet; N38°13'29"E, 799.96 feet to the North line of aforesaid Section 31; thence departing said South line, run N89°41'29"E along said North line, 3820.62 feet to the Westerly line of the plat of SELTEN WAY POITRAS EAST, according to the plat thereof, as recorded in Plat Book 107, Pages 113 through 115, of the Public Records of Orange County, Florida and a non-tangent curve concave Southwesterly having a radius of 60.00 feet and a chord bearing of S32°06'33"E; thence departing said North line, run the following courses and distances along said Westerly line of the plat of SELTEN WAY POITRAS EAST: Southeasterly along the arc of said curve through a central angle of 07°46'20" for a distance of 8.14 feet to the point of compound curvature of a curve concave Westerly having a radius of 176.00 feet and a chord bearing of S18°04'28"E; thence Southerly along the arc of said curve through a central angle of 20°17'50" for a distance of 62.35 feet to the point of compound curvature of a curve concave Westerly having a radius of 576.00 feet and a chord bearing of S04°27'26"E; thence Southerly along the arc of said curve through a central angle of 06°56'14" for a distance of 69.74 feet to the point of tangency; S00°59'19"E, 11.63 feet; N88°55'44"E, 3.00 feet; S00°59'19"E, 163.49 feet to the point of curvature of a curve concave Easterly having a radius of 282.00 feet and a chord bearing of S21°35'10"E; thence Southerly along the arc of said curve through a central angle of 41°11'42" for a distance of 202.75 feet to the point of tangency; S42°11'01"E, 170.84 feet to the point of curvature of a curve concave Westerly having a radius of 218.00 feet and a chord bearing of S17°28'00"E; thence Southerly along the arc of said curve through a central angle of 49°26'02" for a distance of 188.09 feet to the point of tangency; S07°15'01"W, 47.31 feet to the point of curvature of a curve concave Easterly having a radius of 282.00 feet and a chord bearing of S13°42'10"E; thence Southerly along the arc of said curve through a central angle of 41°54'22" for a distance of 206.26 feet to the point of tangency; S34°39'22"E, 107.99 feet to the point of curvature of a curve concave Southwesterly having a radius of 468.00 feet and a chord bearing of S24°57'10"E; thence Southeasterly along the arc of said curve through a central angle of 19°24'23" for a distance of 158.51 feet to the point of tangency; S15°14'58"E, 145.26 feet to the point of curvature of a curve concave Northeasterly having a radius of 332.00 feet and a chord bearing of S30°55'54"E; thence Southeasterly along the arc of said curve through a central angle of 31°21'52" for a distance of 181.74 feet to the Northwest corner of Selten Way (Tract R), LUMINARY BOULEVARD PHASE 1A, according to the plat thereof, as recorded in Plat Book 104, Pages 97 through 100, of the Public Records of Orange County, Florida; thence departing said Westerly line of the plat of SELTEN WAY POITRAS EAST, run the following courses and distances along the Westerly line of Parcel 1 of said plat of LUMINARY BOULEVARD PHASE 1A: continue Southeasterly along the arc of said curve concave Northeasterly having a radius of 332.00 feet, a chord bearing of S47°55'56"E, through a central angle 02°38'12" for a distance of 15.28 feet to the point of tangency; S49°15'02"E, 161.32 feet to the point of curvature of a curve concave Westerly having a radius of 54.00 feet and a chord bearing of S10°07'08"E; thence Southerly along the arc of said curve through a central angle of 78°15'47" for a distance of 73.76 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 279.00 feet and a chord bearing of S34°13'52"W; thence Southwesterly along the arc of said curve through a central angle of 10°26'14" for a distance of 50.82 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 80.00 feet and a chord bearing of S45°34'39"W; thence Southwesterly along the arc of said curve through a central angle of

12°15'20" for a distance of 17.11 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 2190.00 feet and a chord bearing of S56°46'51"W; thence Southwesterly along said Westerly line of Parcel 1, the Northerly line of the aforesaid plat of LUMINARY BOULEVARD PHASE 1B, and the arc of said curve through a central angle of 10°09'03" for a distance of 387.99 feet to the point of tangency; thence S61°51'22"W along said Northerly line, 42.16 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

All being subject to any rights-of-way, restrictions and easements of record.

Together containing 476.856 acres more or less when measured in ground dimensions.

**EXHIBIT C-3**  
**DESCRIPTION OF THE RELEASED LANDS**

LAUREATE PARK PARCEL N-2 PHASE 1  
FINAL PLAT  
(Revised 4/19/22)

DESCRIPTION:

That part of Section 31, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Southwest corner of LAUREATE PARK PARCEL N-3 PEARSON AVENUE PHASE 1, according to the plat thereof, as recorded in Plat Book 107, Pages 46 through 49, of the Public Records of Orange County, Florida; thence N37°15'22"E along the Westerly line of said plat of LAUREATE PARK PARCEL N-3 PEARSON AVENUE PHASE 1, for a distance of 26.67 feet to the point of curvature of a curve concave Westerly having a radius of 295.00 feet and a chord bearing of N22°12'52"E; thence Northerly along said Westerly line and the arc of said curve through a central angle of 30°04'59" for a distance of 154.89 feet to the point of tangency; thence N07°10'23"E along said Westerly line, 414.56 feet to the Easterly line of lands described in Official Records Document Number 20200665177, of the Public Records of Orange County, Florida and a non-tangent curve concave Northerly having a radius of 12.50 feet and a chord bearing of S86°37'23"W; thence departing said Westerly line, run Westerly along said Easterly line and the arc of said curve through a central angle of 21°06'01" for a distance of 4.60 feet to the Southerly line of said lands described in Official Records Document Number 20200665177 and the point of tangency; thence departing said Easterly line, run N82°49'37"W along said Southerly line, 1145.07 feet to the point of curvature of a curve concave Southerly having a radius of 629.00 feet and a chord bearing of S80°34'40"W; thence Westerly along said Southerly line, the Southwesterly prolongation thereof and the arc of said curve through a central angle of 33°11'27" for a distance of 364.37 feet to the point of tangency; thence departing said Southwesterly prolongation, run S63°58'57"W, 31.30 feet; thence S26°01'03"E, 400.00 feet to the point of cusp of a curve concave Southerly having a radius of 25.00 feet and a chord bearing of N71°01'03"W; thence Westerly along the arc of said curve through a central angle of 90°00'00" for a distance of 39.27 feet to the point of tangency; thence S63°58'57"W, 122.34 feet; thence S26°01'03"E, 288.92 feet to a non-tangent curve concave Westerly having a radius of 344.00 feet and a chord bearing of S00°33'24"E; thence Southerly along the arc of said curve through a central angle of 15°27'35" for a distance of 92.82 feet to the point of tangency; thence S07°10'23"W, 389.28 feet to the point of curvature of a curve concave Northeasterly having a radius of 266.00 feet and a chord bearing of S37°49'37"E; thence Southeasterly along the arc of said curve through a central angle of 90°00'00" for a distance of 417.83 feet to the point of tangency; thence S82°49'37"E, 480.77 feet; thence S79°48'59"E, 49.81 feet; thence S56°45'09"E, 74.72 feet to the Westerly line of the plat of LAUREATE PARK PARCEL N-3 PEARSON AVENUE PHASE 2, according to the plat thereof, as recorded in Plat Book 108, Pages 53

through 55, of the Public Records of Orange County, Florida and a non-tangent curve concave Southeasterly having a radius of 737.00 feet and a chord bearing of N35°06'32"E, thence run the following courses and distances along said Westerly line: Northeasterly along the arc of said curve through a central angle of 14°42'58" for a distance of 189.29 feet to the point of tangency; N42°28'01"E, 138.67 feet to the point of curvature of a curve concave Northwesterly having a radius of 298.00 feet and a chord bearing of N28°42'24"E; thence Northeasterly along the arc of said curve through a central angle of 27°31'13" for a distance of 143.13 feet to the point of tangency; N14°56'48"E, 345.53 feet to the point of curvature of a curve concave Southeasterly having a radius of 372.00 feet and a chord bearing of N26°06'05"E; thence Northeasterly along the arc of said curve through a central angle of 22°18'34" for a distance of 144.85 feet to the point of tangency; N37°15'22"E, 73.33 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

Containing 41.388 acres more or less when measured in ground dimensions and being subject to any rights-of-way, restrictions and easements of record.

# **Postras East Community Development District**

**Form of Completion and Contribution  
in Lieu Agreement with TDCP**

**ACKNOWLEDGMENT OF CONTRIBUTIONS IN LIEU OF ASSESSMENTS AND  
AGREEMENT REGARDING CONTRIBUTIONS REQUIRED BY SERIES 2023  
ASSESSMENT REPORT AND FOR COMPLETION OF IMPROVEMENTS  
(SERIES 2023 BONDS)**

This Agreement is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_ 2023,  
by and between:

**POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Orlando, Florida (hereinafter “**District**”), and

**TDCP, LLC**, a Florida limited liability company and owner of certain lands within the District (hereinafter “**TDCP**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance of the City Council of the City of Orlando, Florida, for the purpose of planning, financing, constructing, installing, acquiring, operating and/or maintaining certain infrastructure including, without limitation, surface water management systems, utilities, landscaping, and other infrastructure authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, TDCP is currently the owner of certain lands within the District; and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, a Final Judgment was issued on August 10, 2020, validating the authority of the District to issue up to \$169,000,000 in bonded indebtedness to finance certain improvements and facilities within the District (the “**Validation Judgment**”); and

**WHEREAS**, the District previously issued its Special Assessment Revenue Bond Anticipation Note, Series 2020 (the “**Series 2020 BAN**”) pursuant to a *Master Trust Indenture*, as supplemented by a *First Supplemental Trust Indenture*, each dated as of September 1, 2020, as amended by that certain *First Amendment to the First Supplemental Trust Indenture*, dated \_\_\_\_\_, 2023, and each by and between the District and U.S Bank Trust Company, National Association, as successor in interest to U.S. Bank National Association (the “**Trustee**”); and

**WHEREAS**, under the Validation Judgment the District is presently in the process of issuing \$[24,265,000] Special Assessment Revenue Bonds, Series 2023 (the “**Series 2023 Bonds**”) pursuant to a *Master Trust Indenture*, as supplemented by a *First Supplemental Trust Indenture*, each dated as of February 1, 2022, each by and between the District and the Trustee (the “**Series 2023 Indenture**”) to finance the design, construction or acquisition of a portion of certain improvements and facilities necessitated by development within the District more

specifically described and identified in the *Amended and Restated Engineer's Report and Capital Improvement Program*, dated \_\_\_\_\_, 2022, a copy of which is attached hereto as **Exhibit A**, as 'Initial Phase Improvements' totaling \$39,851,000 (the "**Series 2023 Project**"); and

**WHEREAS**, the District has taken certain steps necessary to impose special assessments upon the benefitted lands within the District pursuant to Chapters 170, 190 and 197, *Florida Statutes*, as security for the Series 2023 Bonds (the "**Series 2023 Assessments**"); and

**WHEREAS**, the *Supplemental Assessment Methodology Report Phase 1 Project, Series 2023 Bonds*, dated \_\_\_\_\_, 2023, a copy of which is attached hereto as **Exhibit B** (the "**Series 2023 Assessment Report**"), provides that all developable lands within the District will be initially subject to the Series 2023 Assessments; and

**WHEREAS**, the Series 2023 Assessment Report also contemplates that TDCP will contribute funds, infrastructure, real property and/or work product to the District in lieu of assessments for certain parcels within the District, which would otherwise be subject to the Series 2023 Assessments; and

**WHEREAS**, the District desires to acknowledge contributions made as of the date of this Agreement by TDCP; and

**WHEREAS**, in order to ensure that the Series 2023 Project is completed and funding is available in a timely manner to provide for their completion, TDCP will make provision for any additional funds that may be needed in the future for the completion of the Series 2023 Project including, but not limited to, all administrative, legal, warranty, engineering, permitting or other related soft costs to the extent such costs are not funded from the Series 2023 Bonds, the Series 2020 BAN or debt subsequently issued by the District for additional costs associated with the Series 2023 Project.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. ACKNOWLEDGEMENT OF CONTRIBUTIONS IN LIEU OF ASSESSMENTS.** The District hereby acknowledges that TDCP has made previous contributions to the District valued at a total amount of [Three Million Six Hundred Forty-One Thousand Nine Hundred Eighty-Two] Dollars (\$[3,641,982]) ("**Acknowledged Contributions**") in lieu of Series 2023 Assessments being levied against certain parcels contained within the District as identified in **Exhibit C** attached hereto. A description of the specific Acknowledged Contributions is set forth on **Exhibit D** hereto.

**SECTION 3. ACKNOWLEDGEMENT OF CONTRIBUTIONS IN LIEU OF ASSESSMENTS; CONTRIBUTIONS REQUIRED BY 2020 ASSESSMENT REPORT; DUE DATE.** TDCP, its successors and assigns, agrees to contribute funds or Infrastructure Contributions (as hereinafter defined), in a manner as provided herein, to the District in an amount not to exceed [Nine Million Three Hundred Sixty Thousand Six Hundred Fifty-Seven] Dollars ([extract\_itex]9,360,657]) (the “**Remaining Contribution**”) representing the differential amount of Master CIP Per Unit and the Series 2023 Bonds CIP Per Unit (as both are identified in the Series 2023 Assessment Report) attributable to 1,267 residential units anticipated to absorb the Series 2023 Assessments, which Remaining Contribution is described in more detail in Section 4.0 and Table 8 of the Series 2023 Assessment Report. The balance of the Remaining Contribution is given to the District as satisfaction for the recognized contributions to achieve the Series 2023 Assessment levels identified in the Series 2023 Assessment Report. TDCP, its successors and assigns may, at their option, elect to contribute Infrastructure Contributions to the District in excess of the Remaining Contribution. All sums owing under this Agreement are payable in District Improvements, Work Product and Real Property (collectively “**Infrastructure Contributions**”), each as defined in that certain *Acquisition and Advanced Funding Agreement* dated September 10, 2020 (the “**Acquisition Agreement**”), to be financed by TDCP and donated to the District or such other appropriate unit of government as is designated in the Engineer’s Report, or required by governmental regulation or development approval. Such Infrastructure Contributions shall be valued using the valuation procedures as described in the Acquisition Agreement. Should the sums owing under this Agreement not be fully satisfied with Infrastructure Contributions upon the Date of Completion of the Series 2023 Project (as defined in the Series 2023 Indenture), any balance owing under this Agreement shall be immediately payable in lawful money of the United States of America. The entire balance of the Remaining Contribution shall be due and payable in cash if Infrastructure Contributions equal to the Remaining Contribution have not been contributed to the District on or before eight (8) years following the issuance of the Series 2023 Bonds, subject to the recalculation of the Remaining Contribution based on the actual number of residential lots that fully absorbed the Series 2023 Assessments pursuant to the methodology described in the Series 2023 Assessment Report.

**SECTION 4. COMPLETION OF IMPROVEMENTS.** In consideration of the District seeking the issuance of the Series 2023 Bonds and the District entering into this Agreement, and in the event that the proceeds of the Series 2023 Bonds and the Series 2020 BAN are insufficient to allow the District to complete the Series 2023 Project, and the District decides in its sole discretion to not issue a future series of bonds, TDCP, at its sole cost and without further reimbursement from the District, shall complete the Series 2023 Project, or cause the Series 2023 Project to be completed, and convey the same to the District for the benefit of the District, its landowners and residents. Alternatively, and with the agreement by the District, TDCP may, upon completion of the Series 2023 Project, convey such improvements to another governmental body for operation and maintenance on behalf of the District. Nothing herein shall restrict the District from using the proceeds of any future series of bonds to complete the Series 2023 Project as identified in **Exhibit A**. TDCP may elect to satisfy its obligation by providing sufficient funds to the District to enable the District to complete the Series 2023 Project. In the event TDCP so elects, the District agrees that it shall expeditiously undertake the completion of the Series 2023 Project upon TDCP’s provision of sufficient funds to the District to enable the District to proceed with such work. In the alternative, if TDCP agrees to construct the Series

2023 Project, TDCP agrees to construct the same in compliance with all permits and other governmental laws, regulations and requirements.

**SECTION 5. ENFORCEMENT.** A default by either party under this Agreement shall entitle any non-defaulting party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

**SECTION 6. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party, or parties, all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**SECTION 7. NOTICE.** All notices, requests, consents and other communications hereunder ("Notice" or "Notices") shall be in writing and shall be delivered via overnight delivery service, telecopied or hand delivered to the parties, as follows:

**A. If to District:** Poitras East Community Development District  
c/o PFM Group Consulting LLC  
3501 Quadrangle Boulevard., Suite 270  
Orlando, Florida 32817  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: District Counsel

**B. If to TDCP:** TDCP, LLC  
6900 Tavistock Lakes Boulevard, Suite 200  
Orlando, Florida 32827  
Attn: \_\_\_\_\_

**With a copy to:** Holland & Knight LLP  
200 South Orange Avenue, Suite 2600  
Orlando, Florida 32801  
Attn: Sara Bernard

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties.

Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

**SECTION 8. ASSIGNMENT.** Neither party may assign its rights, duties, or obligations under this Agreement, or any monies to become due hereunder, without the prior written consent of the other party. Any purported assignment of this Agreement without such written consent shall be void.

**SECTION 9. AMENDMENT.** This Agreement shall constitute the entire agreement between the parties and may be modified in writing only by the mutual agreement of all parties.

**SECTION 10. TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of all parties. This Agreement shall automatically terminate upon the latest to occur of the following: (i) Date of Completion (as defined in the Series 2023 Indenture); or (ii) the performance of TDCP of its contribution and completion obligations set forth in this Agreement, provided however, the obligations set forth in Section 5, above, shall survive termination of this Agreement.

**SECTION 11. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

**SECTION 12. BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. Notwithstanding the foregoing or anything else herein to the contrary, this Agreement is not intended to be and shall not be binding upon an end user purchaser of a platted lot. Notwithstanding anything in this Agreement to the contrary, the Trustee, on behalf of the Series 2023 Bond holders, shall be a direct third party beneficiary of the terms and conditions of this Agreement and acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of Series 2023 Bonds then outstanding, shall be entitled to enforce TDCP's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

**SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this

Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 14. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Florida. Venue for any proceeding hereunder shall be in Orange County, Florida.

**SECTION 15. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 16. EFFECTIVE DATE.** This Agreement shall become effective after execution by the parties hereto on the date reflected above.

**SECTION 17. SUCCESSORS.** The covenants, terms, conditions, obligations and restrictions of this Agreement shall be binding upon, and inure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and permitted assigns.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]**

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**POITRAS EAST COMMUNITY DEVELOPMENT  
DISTRICT**

**WITNESSES:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Richard L. Levey, Chairman

By: \_\_\_\_\_  
Name: \_\_\_\_\_

Attest: \_\_\_\_\_  
Assistant Secretary

STATE OF FLORIDA  
COUNTY OF ORANGE \_\_\_\_\_

The foregoing instrument was acknowledged before me ☐ by physical means or ☐ online notarization this \_\_\_\_\_ day of \_\_\_\_\_ 2023, by Richard L. Levey, Chairman of the Poitras East Community Development District, who is personally known to me or produced \_\_\_\_\_ as identification, and who Did [ ] or Did Not [ ] take an oath.

(SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**TDCP, LLC,**  
a Florida limited liability company

**WITNESSES:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE \_\_\_\_\_

The foregoing instrument was acknowledged before me ☐ by physical means or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_ as \_\_\_\_\_ of TDCP, LLC, on behalf of said company, who is personally known to me or who produced \_\_\_\_\_ as identification, and who Did [ ] or Did Not [ ] take an oath.

(SEAL)

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Notary Public, State of Florida  
Commission No.: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

- Exhibit A:** *Amended and Restated Engineer's Report and Capital Improvement Program*, dated \_\_\_\_\_, 2022  
**Exhibit B:** *Supplemental Assessment Methodology Report Phase I Project, Series 2023 Bonds*, dated \_\_\_\_\_, 2023  
**Exhibit C:** Description of Parcels Subject to Acknowledged Contribution  
**Exhibit D:** Acknowledged Contributions

# **Postras East Community Development District**

## **Form of Collateral Assignment**

Prepared by and return to:

**Kutak Rock LLP**  
107 West College Avenue  
Tallahassee, Florida 32301

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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**COLLATERAL ASSIGNMENT AND ASSUMPTION OF  
DEVELOPMENT AND CONTRACT RIGHTS**

This COLLATERAL ASSIGNMENT AND ASSUMPTION OF DEVELOPMENT AND CONTRACT RIGHTS (herein, the “**Assignment**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by TDCP, LLC, a Florida limited liability company, together with its successors and assigns (the “**Landowner**” or “**Assignor**”) in favor of the POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Orlando, Florida (together with its successors and assigns, the “**District**” or “**Assignee**”).

**RECITALS**

**WHEREAS**, the District proposes to issue its Special Assessment Revenue Bonds, Series 2023 (2023 Assessment Area) (the “**2023 Bonds**”) to finance certain public infrastructure which will provide special benefit to the developable lands (the “**Lands**”), as described in **Exhibit A** attached hereto, in the residential project commonly referred to as Poitras East (the “**Series 2023 Project**”), which is located within the geographical boundaries of the District; and

**WHEREAS**, the security for the repayment of the 2023 Bonds are the special assessments levied against a certain portion of Lands within the District (the “**2023 Assessments**”); and

**WHEREAS**, the purchasers of the 2023 Bonds anticipate that the Lands will be developed in accordance with the *Amended and Restated Engineer's Report and Capital Improvement Program*, dated \_\_\_\_\_, 2022 (the “**Engineer's Report**”) and the *Supplemental Assessment Methodology Report Phase I Project, Series 2023 Bonds*, dated \_\_\_\_\_, 2023 (the “**2023 Assessment Report**”), until such time as the Lands within Phase I are developed in accordance with the Engineer's Report and subject to a plat and payment of any true-up amounts due and securing the 2023 Bonds (“**Phase I Completion**”);

**WHEREAS**, the failure to achieve Phase I Completion may increase the likelihood that the purchasers of the 2023 Bonds will not receive the full benefit of their investment in the 2023 Bonds; and

**WHEREAS**, during the period in which the Lands are being developed and the Series 2023 Project has yet to reach Phase I Completion, there is an increased likelihood that adverse changes to local or national economic conditions may result in a default in the payment of the 2023 Assessments securing the 2023 Bonds; and

**WHEREAS**, in the event of default in the payment of the 2023 Assessments securing the 2023 Bonds, the District has certain remedies with respect to the lien of the 2023 Assessments as more particularly set forth herein; and

**WHEREAS**, if the 2023 Assessments are directly billed, the sole remedy available to the District for non-payment of the 2023 Assessments would be an action in foreclosure; if the 2023 Assessments are collected pursuant to Florida's uniform method of collection, the sole remedy available to the District for non-payment of the 2023 Assessments would be the sale of tax certificates (collectively, the "**Remedial Rights**"); and

**WHEREAS**, in the event the District exercises its Remedial Rights, the District will require the assignment of certain Development & Contract Rights (defined below), to complete development of the Lands to the extent that such Development & Contract Rights have not been previously assigned, transferred, or otherwise conveyed to a homebuilder or an end user resulting from the sale of certain Lands in the ordinary course of business, the City of Orlando, Orange County, the District, any applicable homeowner's association or other governing entity or association for the benefit of the Series 2023 Project (a "**Prior Transfer**"); and

**WHEREAS**, this Assignment is not intended to impair or interfere with the development of the Series 2023 Project and shall only be inchoate until becoming effective and an absolute assignment and assumption of the Development & Contract Rights, as defined below, upon failure of the Landowner to pay the 2023 Assessments levied against the Lands owned by the Landowner; provided, however, that such assignment shall only be effective and absolute to the extent that this Assignment has not been terminated earlier pursuant to the terms of this Assignment or to the extent that a Prior Transfer has not already occurred with respect to the Development & Contract Rights; and

**WHEREAS**, in the event of a transfer, conveyance or sale of any portion of the Lands (excluding the conveyance of any portion of the Lands to a homebuilder or end-user), any and all affiliated entities or successors-in-interest to the Landowner's Lands shall be subject to this Assignment, which shall be recorded in the Official Records of Orange County, Florida; and

**WHEREAS**, the rights assigned to the District hereunder shall be exercised in a manner which will not materially affect the intended development of the Series 2023 Project; and

**WHEREAS**, absent this Assignment becoming effective and absolute, it shall automatically terminate upon the earliest to occur of the following: (i) payment of the 2023 Bonds in full; (ii) Phase I Completion; or (iii) occurrence of a Prior Transfer, but only as to such portion transferred, from time to time (herein, the "**Term**").

**NOW, THEREFORE**, in consideration of the above recitals which the parties hereby agree are true and correct and are hereby incorporated by reference and other good and valuable consideration, the sufficiency of which is acknowledged, Assignor and Assignee agree as follows:

1. **Collateral Assignment.** Assignor hereby collaterally assigns to Assignee, to the extent assignable and to the extent that they are solely owned or controlled by Assignor at execution of this Agreement or acquired in the future, all of Assignor's development rights and contract rights relating to the Series 2023 Project (herein the "**Development & Contract Rights**") as security for Landowner's payment and performance and discharge of its obligation to pay the 2023 Assessments levied against the

Lands. This assignment shall become effective and absolute upon failure of the Landowner to pay the 2023 Assessments levied against the Lands owned by the Landowner. The Development & Contract Rights shall include the following as they pertain to the Series 2023 Project, but shall specifically exclude any such portion of the Development & Contract Rights which are subject to a Prior Transfer:

(a) Any declaration of covenants of a homeowner's association governing the Lands, as recorded in the Official Records of Orange County, Florida, and as the same may be amended and restated from time to time, including, without limitation, all of the right, title, interest, powers, privileges, benefits and options of the "Developer" or "Declarant" thereunder.

(b) Engineering and construction plans and specifications for grading, roadways, site drainage, stormwater drainage, signage, water distribution, waste water collection, and other improvements.

(c) Preliminary and final site plans.

(d) Architectural plans and specifications for buildings and other improvements to the Lands within the District, but solely to the extent construction of such buildings and improvements has commenced.

(e) Permits, approvals, resolutions, variances, licenses, impact fees and franchises granted by governmental authorities, or any of their respective agencies, for or affecting the Series 2023 Project and construction of improvements thereon including, but not limited to, the following:

(i) Any and all approvals, extensions, amendments, rezoning and development orders rendered by governmental authorities, including the City of Orlando and/or Orange County relating to the Series 2023 Project.

(ii) Any and all service agreements relating to utilities, water and/or wastewater, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.

(iii) Permits, more particularly described in the Engineer's Report.

(f) Permit fees, impact fees, deposits and other assessments and impositions paid by Assignor to any governmental authority or utility and capacity reservations, impact fee credits and other credits due to Assignor from any governmental authority or utility provider, including credit for any dedication or contribution of Lands by Assignor in connection with the development of the Lands or the construction of improvements thereon.

(g) Contracts with engineers, architects, land planners, landscape architects, consultants, contractors, and suppliers for or relating to the construction of the Series 2023 Project or the construction of improvements thereon, together with all warranties, guaranties and indemnities of any kind or nature associated therewith.

(h) Notwithstanding anything contained herein to the contrary, contracts and agreements with private utility providers to provide utility services to the Series 2023 Project, including the lots.

(i) All future creations, changes, extensions, revisions, modifications, substitutions, and replacements of any of the foregoing and any guarantees of performance of obligations to Assignor arising thereunder by any means, including, but not limited to, pursuant to governmental requirements, administrative or formal action by third parties, or written agreement with governmental authorities or third parties.

2. **Warranties by Assignor.** Assignor represents and warrants to Assignee that:

(a) Other than in connection with Prior Transfers, Assignor has made no assignment of the Development & Contract Rights to any person other than Assignee.

(b) To the actual knowledge of Assignor, Assignor has not done any act or omitted to do any act which will prevent Assignee from, or limit Assignee in, acting under any of the provisions hereof.

(c) To the actual knowledge of Assignor, there is no material default under the terms of the existing contracts, agreements, and other documents relating to the Development & Contract Rights, which now or hereafter affect the Lands and the Series 2023 Project (collectively, the “**Contract Documents**”), subject to any notice and cure periods, and all such Contract Documents remain in full force and effect.

(d) Any transfer, conveyance or sale of the Lands (excluding conveyance of a portion of the Lands to a homebuilder or an end user), shall subject any and all affiliated entities or successors-in-interest of the Landowners to this Assignment.

(e) Assignor is not prohibited under agreement with any other person or under any judgment or decree from the execution and delivery of this Assignment.

(f) No action has been brought or threatened which would in any way interfere with the right of Assignor to execute this Assignment and perform all of Assignor’s obligations herein contained.

3. **Covenants.** Assignor covenants with Assignee that during the Term (as defined above):

(a) Assignor will use reasonable, good faith efforts to fulfill, perform, and observe each and every material condition and covenant of Assignor relating to the Development & Contract Rights. Upon an Event of Default by Assignor, Assignor will use reasonable, good faith efforts to give notice to Assignee of any claim of default relating to the Development & Contract Rights given to or by Assignor, together with a complete copy of any such claim.

(b) The Development & Contract Rights include all of Assignor’s right to modify the Development & Contract Rights, to terminate the Development & Contract Rights, and to waive or release the performance or observance of any obligation or condition of the Development & Contract Rights; provided that no such modification, termination, waiver or release affects any of the Development & Contract Rights which pertain to lands outside of the District not relating to development of the Lands. Upon an Event of Default, the rights as outlined within this Section 3(b) shall be included as part of the Development & Contract Rights assigned to Assignee.

(c) In the event of the institution of any involuntary bankruptcy, reorganization or insolvency proceedings against the Assignor or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the Assignor, Assignor shall endeavor in good faith to have such proceedings dismissed or such appointment vacated within a period of one hundred twenty (120) days.

4. **Assignee Obligations.** Nothing herein shall be construed as an obligation on the part of the Assignee to accept any liability for all or any portion of the Development and Contract Rights unless it chooses to do so in its sole discretion. Nor shall any provision hereunder be construed to place any liability or obligation on Assignee for compliance with the terms and provisions of all or any portion of the Development and Contract Rights.

5. **Events of Default.** Any breach of the Assignor's warranties contained in Section 2 hereof or breach of covenants contained in Section 3 hereof will, after the giving of notice and an opportunity to cure (which cure period shall be at least sixty (60) days) shall constitute an Event of Default under this Assignment. An Event of Default shall also include the transfer of title to lots owned by the Landowner pursuant to a judgment of foreclosure entered by a court of competent jurisdiction in favor of the District (or its designee) or a deed in lieu of foreclosure to the District (or its designee), or the acquisition of title to such lots through the sale of tax certificates.

6. **Remedies Upon Event of Default.** Upon an Event of Default, Assignee may, as Assignee's sole and exclusive remedies, take any or all of the following actions, at Assignee's option:

(a) Perform any and all obligations of Assignor relating to the Development & Contract Rights and exercise any and all rights of Assignor therein as fully as Assignor could.

(b) Initiate, appear in, or defend any action arising out of or affecting the Development & Contract Rights.

7. **Authorization.** Upon the occurrence and during the continuation of an Event of Default, Assignor does hereby authorize and shall direct any party to any agreement relating to the Development & Contract Rights to tender performance thereunder to Assignee upon written notice and request from Assignee. Any such performance in favor of Assignee shall constitute a full release and discharge to the extent of such performance as fully as though made directly to Assignor.

8. **Amendments.** This Agreement may only be amended with the consent of all of the parties hereto and the consent of the Trustee acting at the direction of the majority owners of the outstanding 2023 Bonds.

9. **Miscellaneous.** Unless the context requires otherwise, whenever used herein, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders. The terms "person" and "party" shall include individuals, firms, associations, joint ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and combinations. Titles of paragraphs contained herein are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Assignment or the intent of any provisions hereunder. This Assignment shall be construed under Florida law.

10. **Third-Party Beneficiaries.** The Trustee for the 2023 Bonds, on behalf of the bondholders, shall be a direct third-party beneficiary of the terms and conditions of this Assignment and shall be entitled to cause the District to enforce the Assignor's obligations hereunder. In the event that the District does not promptly take Trustee's written direction under this Agreement, or the District is otherwise in default under the Indenture, the Trustee shall have the right to enforce the District's rights hereunder directly. This Assignment is solely for the benefit of the parties set forth in this Section, and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any other third party. The Trustee shall not be deemed to have assumed any obligations hereunder.

[remainder of page intentionally left blank]

**IN WITNESS WHEREOF**, Assignor and Assignee have caused this Assignment to be executed and delivered on the day and year first written above.

**ATTEST:**

**ASSIGNOR:**

**TDCP, LLC,**  
a Florida limited liability company

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Witness

STATE OF FLORIDA       )  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me by ☐ physical means or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_ 2023, by \_\_\_\_\_ as \_\_\_\_\_ of TDCP, LLC, a Florida limited liability company, of behalf of said company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

**NOTARY STAMP:**

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**ATTEST:**

**ASSIGNEE:**

**POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Richard Levey, Chairman

\_\_\_\_\_  
Witness

STATE OF FLORIDA     )  
COUNTY OF ORANGE    )

The foregoing instrument was acknowledged before me by ☐ physical means or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by Richard Levey, Chairman of Poitras East Community Development District, who is either personally known to me, or produced \_\_\_\_\_ as identification.

**NOTARY STAMP:**

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary Public

**EXHIBIT A**  
**LEGAL DESCRIPTION**

**PART A**

That part of Section 36, Township 24 South, Range 30 East, and that part of Section 31, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Northwest corner of LAUREATE PARK PARCEL N-3 PEARSON AVENUE PHASE 2, according to the plat thereof, as recorded in Plat Book 108, Pages 53 through 55, of the Public Records of Orange County, Florida; thence run the following courses and distances along the West line of said plat of LAUREATE PARK PARCEL N-3 PEARSON AVENUE PHASE 2: S37°15'22"W, 73.33 feet to the point of curvature of a curve concave Southeasterly having a radius of 372.00 feet and a chord bearing of S26°06'05"W; thence Southwesterly along the arc of said curve through a central angle of 22°18'34" for a distance of 144.85 feet to the point of tangency; S14°56'48"W, 345.53 feet to the point of curvature of a curve concave Northwesterly having a radius of 298.00 feet and a chord bearing of S28°42'24"W; thence Southwesterly along the arc of said curve through a central angle of 27°31'13" for a distance of 143.13 feet to the point of tangency; S42°28'01"W, 138.67 feet to the point of curvature of a curve concave Southeasterly having a radius of 737.00 feet and a chord bearing of S27°49'29"W; thence Southwesterly along the arc of said curve through a central angle of 29°17'03" for a distance of 376.69 feet to the Northeast corner of Parcel 534-237 Part E, as described in Exhibit "A" of Official Records Document Number 20220223957, of the Public Records of Orange County, Florida and a non-tangent line; thence departing said West line, run N89°58'02"W along the North line of said Parcel 534-237 Part E, for a distance of 1197.69 feet to the West line of the Southwest 1/4 of aforesaid Section 31; thence departing said West line, continue N89°58'02"W along said North line of Parcel 534-237 Part E, for a distance of 834.19 feet to the Northwest corner of said Parcel 534-237 Part E; thence S26°11'46"E along the West line of said Parcel 534-237 Part E, for a distance of 424.65 feet to the Southwest corner of said Parcel 534-237 Part E and the South line of the Southeast 1/4 of said Section 36; thence departing said West line, run N89°53'32"W along said South line of the Southeast 1/4 of Section 36, for a distance of 88.12 feet to the Southeast corner of Parcel 534-237 Part D, as described in Exhibit "A" of Official Records Document Number 20220223957, of the Public Records of Orange County, Florida; thence departing said South line, run N26°11'46"W along the East line of said Parcel 534-237 Part D, for a distance of 424.52 feet to the Northeast corner of said Parcel 534-237 Part D; thence run the following courses and distances along the North line of said Parcel 534-237 Part D: N89°58'02"W, 84.74 feet; S00°01'58"W, 30.00 feet; N89°58'02"W, 1399.44 feet; N18°24'04"W, 31.62 feet; N89°58'02"W, 546.63 feet to the West line of lands described in Exhibit A of Official Records Document Number 20180438396, of the Public Records of Orange County, Florida; thence departing said North line, run N31°21'13"W along said West line, 993.84 feet; thence N20°38'58"E along said West line, 1859.82 feet to the South line of lands described in Official Records Book 5620, Page 2323, of the Public Records of Orange County, Florida; thence N41°57'03"E along said South line, 684.96 feet; thence S38°30'26"E along said South line, 305.98 feet; thence N68°04'58"E along said South line, 30.94 feet to the Westerly line of the plat of LUMINARY BOULEVARD PHASE 1C, according to the plat thereof, as recorded in Plat Book 109, Pages 14 through 19, of the Public Records of Orange County, Florida and a non-tangent curve concave Southwesterly having a radius of 2214.50 feet and a chord bearing of S30°54'17"E; thence departing said South line, run the following courses and distances along the Westerly line and Southerly line of said plat of LUMINARY BOULEVARD PHASE 1C: Southeasterly along the arc of said curve through a central angle of 07°37'13" for a distance of 294.53

feet to the point of compound curvature of a curve concave Southwesterly having a radius of 700.00 feet and a chord bearing of S24°22'13"E; thence Southeasterly along the arc of said curve through a central angle of 05°26'55" for a distance of 66.57 feet to the point of tangency; S21°38'46"E, 138.99 feet to the point of curvature of a curve concave Westerly having a radius of 78.50 feet and a chord bearing of S02°29'17"E; thence Southerly along the arc of said curve through a central angle of 38°18'57" for a distance of 52.50 feet to the point of tangency; S16°40'11"W, 69.45 feet to the point of curvature of a curve concave Easterly having a radius of 109.00 feet and a chord bearing of S11°04'05"E; thence Southerly along the arc of said curve through a central angle of 55°28'33" for a distance of 105.54 feet to the point of compound curvature of a curve concave Northeasterly having a radius of 221.50 feet and a chord bearing of S46°29'40"E; thence Southeasterly along the arc of said curve through a central angle of 15°22'36" for a distance of 59.45 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 778.50 feet and a chord bearing of S49°06'26"E; thence Southeasterly along the arc of said curve through a central angle of 10°09'04" for a distance of 137.93 feet to a non-tangent line; N51°03'22"E, 81.39 feet; N33°54'33"W, 45.39 feet to the point of curvature of a curve concave Easterly having a radius of 48.50 feet and a chord bearing of N21°00'46"W; thence Northerly along the arc of said curve through a central angle of 25°47'32" for a distance of 21.83 feet to the point of compound curvature of a curve concave Easterly having a radius of 38.00 feet and a chord bearing of N18°55'55"E; thence Northerly along the arc of said curve through a central angle of 54°05'51" for a distance of 35.88 feet to the point of compound curvature of a curve concave Southeasterly having a radius of 274.00 feet and a chord bearing of N56°35'46"E; thence Northeasterly along the arc of said curve through a central angle of 21°13'51" for a distance of 101.53 feet to the point of tangency; N67°12'42"E, 437.08 feet to the point of curvature of a curve concave Southerly having a radius of 2190.00 feet and a chord bearing of N85°00'14"E; thence Easterly along the arc of said curve through a central angle of 35°35'03" for a distance of 1360.13 feet to the point of tangency; S77°12'15"E, 123.31 feet to the Westerly line of lands described in Official Records Document Number 20200665177, of the Public Records Orange County, Florida and point of cusp of a curve concave Southeasterly having a radius of 12.50 feet and a chord bearing of S57°47'45"W; thence departing said Southerly line of the plat of LUMINARY BOULEVARD PHASE 1C, run the following courses and distances along the Westerly line and Southerly line of said lands described in Official Records Document Number 20200665177: Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 19.63 feet to the point of tangency; S12°47'45"W, 228.64 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet and a chord bearing of S06°36'39"E; thence Southerly along the arc of said curve through a central angle of 38°48'49" for a distance of 101.61 feet to the point of tangency; S26°01'03"E, 499.88 feet to the point of curvature of a curve concave Northerly having a radius of 12.50 feet and a chord bearing of S69°18'39"E; thence Easterly along the arc of said curve through a central angle of 86°35'11" for a distance of 18.89 feet to the point of reverse curvature of a curve concave Southerly having a radius of 629.00 feet and a chord bearing of N82°17'05"E; thence Easterly along the arc of said curve through a central angle of 29°46'38" for a distance of 326.90 feet to the point of tangency; S82°49'37"E, 1145.07 feet to the point of curvature of a curve concave Northerly having a radius of 12.50 feet and a chord bearing of N86°37'23"E; thence Easterly along the arc of said curve through a central angle of 21°06'01" for a distance of 4.60 feet to the West line of the plat of LAUREATE PARK PARCEL N-3 PEARSON AVENUE PHASE 1, according to the plat thereof, as recorded in Plat Book 107, Pages 46 through 49, of the Public Records of Orange County, Florida and a non-tangent line; thence departing said Southerly line, run S07°10'23"W along said West line, 414.56 feet to the point of curvature of a curve concave Westerly having a radius of 295.00 feet and a chord bearing of S22°12'52"W; thence Southerly along said West line and the arc of said curve through a

central angle of 30°04'58" for a distance of 154.89 feet to the point of tangency; thence S37°15'22"W along said West line, 26.67 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

AND

## PART B

That part of Section 36, Township 24 South, Range 30 East, and that part of Section 31, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Southeast corner of the plat of LAUREL POINTE PHASE 1, according to the plat thereof, as recorded in Plat Book 107, Pages 79 through 83, of the Public Records of Orange County, Florida; thence run the following courses and distances along the Easterly line, Northerly line and Westerly line of said plat of LAUREL POINTE PHASE 1: N28°08'38"W, 45.66 feet; N69°49'32"W, 102.39 feet; N51°05'40"W, 84.63 feet; N40°52'47"W, 85.08 feet; N30°02'56"W, 82.45 feet; N09°30'46"W, 58.00 feet; N08°10'50"W, 46.36 feet; N00°03'01"W, 90.38 feet; N06°08'35"E, 79.14 feet; N17°46'07"E, 61.17 feet; N10°11'36"E, 27.02 feet; N01°25'41"E, 51.87 feet; N17°11'57"W, 62.72 feet; N29°15'29"W, 47.06 feet; N44°47'02"W, 52.96 feet; N53°45'55"W, 21.58 feet; N74°47'42"W, 32.18 feet; N61°29'56"W, 17.66 feet; S83°06'25"W, 3.73 feet; S81°33'26"W, 52.06 feet; N72°18'20"W, 124.75 feet; N07°54'15"W, 23.22 feet; N65°27'01"W, 17.96 feet; N63°16'03"W, 83.50 feet; N36°16'31"W, 92.70 feet; N17°32'46"W, 52.16 feet; N30°44'59"W, 17.92 feet; N38°42'37"W, 46.28 feet; N31°36'43"W, 46.35 feet; N31°42'07"W, 17.48 feet; S51°34'56"W, 22.63 feet; S42°44'30"W, 40.31 feet; S51°52'03"W, 28.38 feet; S60°13'44"W, 57.72 feet; N84°02'09"W, 61.36 feet; N80°32'03"W, 10.88 feet; S84°22'56"W, 9.08 feet; S58°03'58"W, 31.42 feet; S48°31'09"W, 28.24 feet; S51°37'56"W, 51.03 feet; S63°08'01"W, 42.85 feet; S65°47'15"W, 35.09 feet; S76°01'10"W, 55.35 feet; N74°49'08"W, 44.79 feet; N69°18'36"W, 41.95 feet; S45°55'55"W, 42.99 feet; S56°29'37"W, 38.00 feet; S54°39'58"W, 36.69 feet; S67°51'25"W, 38.19 feet; S67°07'53"W, 29.72 feet; S68°28'53"W, 32.15 feet; S73°32'43"W, 49.75 feet; N87°25'02"W, 41.38 feet; S41°14'12"W, 8.85 feet; S15°31'15"W, 52.38 feet; S59°13'30"W, 46.71 feet; S42°17'58"W, 24.15 feet; S45°18'44"W, 24.70 feet; S35°33'17"W, 29.82 feet; S44°34'05"W, 57.38 feet; S50°38'39"W, 34.83 feet; S35°02'15"W, 16.33 feet; S31°21'14"W, 42.60 feet; S44°42'56"W, 52.20 feet; S49°00'47"W, 55.44 feet; S64°00'00"W, 60.97 feet; S87°00'40"W, 26.67 feet; S53°20'22"W, 43.71 feet; S78°18'56"W, 57.48 feet; N86°38'07"W, 18.02 feet; S75°44'19"W, 32.19 feet; N81°55'19"W, 58.75 feet; S59°36'45"W, 13.41 feet; N84°26'01"W, 60.18 feet; N79°44'14"W, 37.85 feet; N76°56'52"W, 27.67 feet; N84°34'28"W, 29.50 feet; S77°52'03"W, 6.82 feet; S57°33'41"W, 26.64 feet; S40°32'54"W, 56.25 feet; S63°44'51"W, 79.85 feet; S65°52'06"W, 43.42 feet; S57°16'52"W, 33.69 feet; S13°53'00"W, 16.03 feet; S46°42'35"W, 62.19 feet; S57°13'01"W, 38.32 feet; S49°09'38"W, 51.45 feet; S16°56'38"W, 34.44 feet; S56°37'21"W, 73.63 feet; S61°06'18"W, 10.73 feet; S56°29'37"W, 44.34 feet; S62°04'31"W, 31.78 feet; S54°31'11"W, 49.68 feet; S36°04'58"W, 30.42 feet; S53°37'20"W, 50.26 feet; S73°36'49"W, 32.31 feet; S64°33'42"W, 7.69 feet; S53°13'47"W, 50.46 feet; S87°54'05"W, 27.59 feet; S34°41'53"W, 53.12 feet; S14°10'27"W, 36.57 feet; S51°51'31"W, 67.45 feet; S49°40'18"W, 46.59 feet; S56°12'39"W, 31.13 feet; S49°23'55"W, 8.74 feet; S41°37'55"W, 28.19 feet; S38°39'23"E, 415.36 feet to the Southwest corner of said plat of LAUREL POINTE PHASE 1, the Northerly line of the plat of LUMINARY BOULEVARD PHASE 1B, according to the plat thereof, as recorded in Plat Book 106, Pages 104 through 107, of the Public Records of Orange County, Florida and a non-tangent

curve concave Southerly having a radius of 5060.00 feet and a chord bearing of S81°18'48"W; thence departing said Westerly line of the plat of LAUREL POINTE PHASE 1, run Westerly along said Northerly line and the arc of said curve through a central angle of 00°06'16" for a distance of 9.23 feet to the Northeast corner of Luminary Boulevard (Tract R), according to the plat of LUMINARY BOULEVARD PHASE 1C, as recorded in Plat Book 109, Pages 14 through 19, of the Public Records of Orange County, Florida and the point of tangency; thence departing said Northerly line of the plat of LUMINARY BOULEVARD PHASE 1B, run the following courses and distances along the Northerly line and Easterly line of said plat of LUMINARY BOULEVARD PHASE 1C: S81°15'40"W, 430.33 feet to the point of curvature of a curve concave Northerly having a radius of 2190.00 feet and a chord bearing of N87°58'17"W; thence Westerly along the arc of said curve through a central angle of 21°32'06" for a distance of 823.12 feet to the point of tangency; N77°12'15"W, 188.02 feet to the point of curvature of a curve concave Southerly having a radius of 2310.00 feet and a chord bearing of S84°41'15"W; thence Westerly along the arc of said curve through a central angle of 36°13'01" for a distance of 1460.16 feet to the point of tangency; S66°34'45"W, 422.76 feet to the point of curvature of a curve concave Northerly having a radius of 76.00 feet and a chord bearing of N71°32'32"W; thence Westerly along the arc of said curve through a central angle of 83°45'27" for a distance of 111.10 feet to the point of tangency; N29°39'48"W, 379.23 feet to the point of curvature of a curve concave Southwesterly having a radius of 2285.50 feet and a chord bearing of N31°59'14"W; thence Northwesterly along the arc of said curve through a central angle of 04°38'51" for a distance of 185.39 feet to the South line of lands described in Official Records Book 5620, Page 2323, of the Public Records of Orange County, Florida and the point of tangency; thence departing said Easterly line, run the following courses and distances along said South line: N68°04'58"E, 1591.22 feet; N44°15'51"E, 829.96 feet; N00°00'16"W, 244.99 feet; N31°31'51"W, 274.99 feet; N38°13'29"E, 799.96 feet to the North line of aforesaid Section 31; thence departing said South line, run N89°41'29"E along said North line, 3820.62 feet to the Westerly line of the plat of SELTEN WAY POITRAS EAST, according to the plat thereof, as recorded in Plat Book 107, Pages 113 through 115, of the Public Records of Orange County, Florida and a non-tangent curve concave Southwesterly having a radius of 60.00 feet and a chord bearing of S32°06'33"E; thence departing said North line, run the following courses and distances along said Westerly line of the plat of SELTEN WAY POITRAS EAST: Southeasterly along the arc of said curve through a central angle of 07°46'20" for a distance of 8.14 feet to the point of compound curvature of a curve concave Westerly having a radius of 176.00 feet and a chord bearing of S18°04'28"E; thence Southerly along the arc of said curve through a central angle of 20°17'50" for a distance of 62.35 feet to the point of compound curvature of a curve concave Westerly having a radius of 576.00 feet and a chord bearing of S04°27'26"E; thence Southerly along the arc of said curve through a central angle of 06°56'14" for a distance of 69.74 feet to the point of tangency; S00°59'19"E, 11.63 feet; N88°55'44"E, 3.00 feet; S00°59'19"E, 163.49 feet to the point of curvature of a curve concave Easterly having a radius of 282.00 feet and a chord bearing of S21°35'10"E; thence Southerly along the arc of said curve through a central angle of 41°11'42" for a distance of 202.75 feet to the point of tangency; S42°11'01"E, 170.84 feet to the point of curvature of a curve concave Westerly having a radius of 218.00 feet and a chord bearing of S17°28'00"E; thence Southerly along the arc of said curve through a central angle of 49°26'02" for a distance of 188.09 feet to the point of tangency; S07°15'01"W, 47.31 feet to the point of curvature of a curve concave Easterly having a radius of 282.00 feet and a chord bearing of S13°42'10"E; thence Southerly along the arc of said curve through a central angle of 41°54'22" for a distance of 206.26 feet to the point of tangency; S34°39'22"E, 107.99 feet to the point of curvature of a curve concave Southwesterly having a radius of 468.00 feet and a chord bearing of S24°57'10"E; thence Southeasterly along the arc of said curve through a central angle of 19°24'23" for a

distance of 158.51 feet to the point of tangency; S15°14'58"E, 145.26 feet to the point of curvature of a curve concave Northeasterly having a radius of 332.00 feet and a chord bearing of S30°55'54"E; thence Southeasterly along the arc of said curve through a central angle of 31°21'52" for a distance of 181.74 feet to the Northwest corner of Selten Way (Tract R), LUMINARY BOULEVARD PHASE 1A, according to the plat thereof, as recorded in Plat Book 104, Pages 97 through 100, of the Public Records of Orange County, Florida; thence departing said Westerly line of the plat of SELTEN WAY POITRAS EAST, run the following courses and distances along the Westerly line of Parcel 1 of said plat of LUMINARY BOULEVARD PHASE 1A: continue Southeasterly along the arc of said curve concave Northeasterly having a radius of 332.00 feet, a chord bearing of S47°55'56"E, through a central angle 02°38'12" for a distance of 15.28 feet to the point of tangency; S49°15'02"E, 161.32 feet to the point of curvature of a curve concave Westerly having a radius of 54.00 feet and a chord bearing of S10°07'08"E; thence Southerly along the arc of said curve through a central angle of 78°15'47" for a distance of 73.76 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 279.00 feet and a chord bearing of S34°13'52"W; thence Southwesterly along the arc of said curve through a central angle of 10°26'14" for a distance of 50.82 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 80.00 feet and a chord bearing of S45°34'39"W; thence Southwesterly along the arc of said curve through a central angle of 12°15'20" for a distance of 17.11 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 2190.00 feet and a chord bearing of S56°46'51"W; thence Southwesterly along said Westerly line of Parcel 1, the Northerly line of the aforesaid plat of LUMINARY BOULEVARD PHASE 1B, and the arc of said curve through a central angle of 10°09'03" for a distance of 387.99 feet to the point of tangency; thence S61°51'22"W along said Northerly line, 42.16 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

# **Postras East Community Development District**

## **Form of True Up Agreements**

# **Postras East Community Development District**

**Toll Brothers**

Prepared by and return to:  
Tucker F. Mackie, Esq.  
**Kutak Rock LLP**  
107 West College Avenue  
Tallahassee, Florida 32301

**AGREEMENT BETWEEN THE POITRAS EAST COMMUNITY DEVELOPMENT  
DISTRICT AND TOLL SOUTHEAST LP COMPANY, INC., REGARDING THE TRUE-  
UP AND PAYMENT OF SERIES 2023 ASSESSMENTS**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_  
2023, by and between:

**POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Orlando, Florida (hereinafter “**District**”), and

**TOLL SOUTHEAST LP COMPANY, INC.**, a Delaware corporation, (hereinafter “**Landowner**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance of the City Council of the City of Orlando, Florida, for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Landowner is the owner of certain lands in the City of Orlando, Florida, located within the boundaries of the District, which are described in **Exhibit A** attached hereto (“**Property**”); and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, a Final Judgment was issued on August 10, 2020, validating the authority of the District to issue up to \$169,000,000 in bonded indebtedness to finance certain improvements and facilities within the District (the “**Validation Judgment**”); and

**WHEREAS**, pursuant to the Validation Judgment, the District previously issued its Not-to-Exceed \$25,000,000 Special Assessment Revenue Bond Anticipation Note, Series 2020 (the “**Series 2020 Note**”) to finance the design, construction or acquisition of certain infrastructure improvements and facilities necessitated by development within the District; and

**WHEREAS**, pursuant to the Validation Judgment, the District is presently in the process of issuing \$[24,265,000] Special Assessment Revenue Bonds, Series 2023 (the “**Series 2023 Bonds**”) to finance the design, construction or acquisition of certain infrastructure improvements and facilities necessitated by development within the District, including those previously funded by the Series 2020 Note; and

**WHEREAS**, the infrastructure improvements and facilities to be financed by the Series 2023 Bonds are more specifically described and identified in the District’s Capital Improvement Plan, as supplemented and approved by the District pursuant to the *Amended and Restated Engineer’s Report and Capital Improvement Program*, dated \_\_\_\_\_, 2022 (the “**Series 2023 Improvements**”); and

**WHEREAS**, the District has taken certain steps necessary to impose special assessments upon the benefitted lands within the District pursuant to Chapters 170, 190 and 197, *Florida Statutes*, as security for the Series 2023 Bonds; and

**WHEREAS**, the District's special assessments securing the Series 2023 Bonds were imposed on those benefitted lands within the District, including the Property, as more specifically described in Resolutions 2020-02, 2020-03, 2020-12, and 2023-[\_\_\_\_] (the “**Series 2023 Assessments**”); and

**WHEREAS**, Landowner agrees that the Property benefits from the timely design, construction or acquisition of the Series 2023 Improvements; and

**WHEREAS**, Landowner agrees that the Series 2023 Assessments which were imposed on the lands within the District, including the Property, have been validly imposed and constitute valid, legal and binding liens upon the lands within the District; and

**WHEREAS**, Landowner waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the Series 2023 Assessments within 30 days after completion of the Series 2023 Improvements; and

**WHEREAS**, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2023 Assessments on the lands within the District, including the Property; and

**WHEREAS**, the *Supplemental Assessment Methodology Report Phase 1 Project, Series 2023 Bonds*, dated \_\_\_\_\_, 2022 and attached to Resolution 2023-[\_\_\_\_] (the “**Series 2023 Assessment Report**”), provides that as the lands within the District are developed, the allocation of the amounts assessed to and constituting a lien upon the lands within the District would be calculated based upon certain density assumptions relating to the residential and non-residential units to be developed on the developable acres within the District, which assumptions were provided by Landowner; and

**WHEREAS**, Landowner intends to sell the lands within the District based on then-existing market conditions, and the actual densities developed may be more or less than the densities assumed in the Series 2023 Assessment Report; and

**WHEREAS**, the Series 2023 Assessment Report anticipates a mechanism by which the Landowner shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to Resolutions 2020-02, 2020-03, 2020-12, and 2023-[ ] (the “**Assessment Resolutions**”), the amount of such payments being in the amount equal to the par debt that is not capable of being assigned to the total number of developed units, plus any applicable interest charges and collection fees as described in the Series 2023 Assessment Report (which payments shall collectively be referenced as the “**True-Up Payment**”); and

**WHEREAS**, Landowner and the District desire to enter into an agreement to confirm Landowner’s intentions and obligations to make any and all True-Up Payment(s) related to the Series 2023 Assessments.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. VALIDITY OF ASSESSMENTS.** Landowner agrees that Assessment Resolutions have been duly adopted by the District. Landowner further agrees that the Series 2023 Assessments imposed as a lien by the District are legal, valid and binding liens. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2023 Assessments. any rights it may have to challenge, object to or otherwise fail to pay such Series 2023 Assessments.

**SECTION 3. COVENANT TO PAY.** Landowner agrees and covenants to timely pay all such Series 2023 Assessments levied and imposed by the District against its lands pursuant to Assessment Resolutions, whether the Series 2023 Assessments are collected by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, by the District, or by any other method allowable by law. Landowner further agree that to the extent Landowner fails to timely pay all Series 2023 Assessments collected directly by the District, said Series 2023 Assessments (including True-Up Payment(s)) may be placed on the tax roll by the District for collection by the County Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year. Landowner further waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the Series 2023 Assessments without interest within 30 days of completion of the Series 2023 Improvements.

#### **SECTION 4. SPECIAL ASSESSMENT REALLOCATION.**

A. *Assumptions as to Series 2023 Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner plans to construct or provide for the construction of at least [113.9] Equivalent Residential Units (“ERUs”) on the Property.

B. *Process for Reallocation of Assessments.* The Series 2023 Assessments will be reallocated as lands within the Property are platted (a “**Reallocation**”). In connection with such platting of acreage, the Series 2023 Assessments imposed on the acreage being platted will be allocated based upon the precise number of units within each product type being platted. In furtherance thereof, at such time as acreage is to be platted, Landowner covenants that such plat shall be presented to the District. The District shall allocate the Series 2023 Assessments to the product types being platted and the remaining property in accordance with the Series 2023 Assessment Report and cause such Reallocation to be recorded in the District’s Improvement Lien Book.

(i) It is an express condition of the lien established by the Assessment Resolutions that any and all plats containing any portion of the lands within the Property, shall be presented to the District for review, approval and allocation of the Series 2023 Assessments to the product types being platted and the remaining property in accordance with the Series 2023 Assessment Report. Landowner covenants to comply, or cause others to comply, with this requirement for the Reallocation. The District agrees that no further action by the Board shall be required. The District’s review of the plats shall be limited solely to the Reallocation of the Series 2023 Assessments, the enforcement of the District’s assessment lien and the enforcement of the Landowner’s respective true-up obligations hereunder. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) As acreage within the Property is platted (each such date being a “**True-Up Date**”), the District shall determine if the debt per developable acre remaining on the unplatted lands within the Property exceeds the maximum debt per developable acre of [\$17,013.00] as described in more detail in Section 3.3 of the Series 2023 Assessment Report, and if it is, a debt reduction payment in the amount of such excess debt per developable acre (the “**True-Up Payment**”) shall become immediately due and payable by Landowner that tax year in accordance with the Series 2023 Assessment Report, in addition to the regular assessment installment payable for lands owned by the Landowner. The District will ensure collection of such amounts in a timely manner in order to meet its debt services obligations, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District’s timely payments of the debt services obligations on the Series 2023 Bonds. The District shall record all True-Up Payments in its Improvement Lien book.

(iii). The foregoing is based on the District's understanding with the Landowner that the maximum debt per developable acre within the Property is [\$17,013.00]. If the strict application of the true-up methodology to any Reallocation for any plat pursuant to this section would result in assessments collected in excess of the District's total debt

service obligation for the Series 2023 Bonds, the District agrees to take appropriate action by resolution to equitably reallocate the assessments.

(iv) All Series 2023 Assessments levied run with the land, and such assessment liens include any True-Up Payment(s). The District will not release any liens on property for which True-Up Payment(s) are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within the District, any unallocated Series 2023 Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

**SECTION 5. ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Landowner's obligation to pay the Series 2023 Assessments and to abide by the requirements of the reallocation of Special Assessments, including the making of True-Up Payment(s), if required, as set forth in the Assessment Resolutions. This Agreement does not alter or affect the liens created by the Assessment Resolutions. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

**SECTION 6. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then each prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**SECTION 7. NOTICE.** All notices, requests, consents and other communications hereunder ("Notice or Notices") shall be in writing and shall be delivered via overnight delivery service, or hand delivered to the parties, as follows:

**A. If to District:** Poitras East Community Development District  
c/o PFM Group Consulting LLC  
3501 Quadrangle Blvd., Suite 270  
Orlando, Florida 32817  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue  
Tallahassee, Florida 32301  
Attn: Tucker F. Mackie

**B. If to Landowner:** Toll Southeast LP Company, Inc.  
1140 Virginia Drive  
Fort Washington, Pennsylvania 19034  
Attn: \_\_\_\_\_

**With a copy to:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address or facsimile number set forth herein. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name, address or facsimile number to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

**SECTION 8. ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon Landowner and its successors and assigns as to the Property or portions thereof, and any transferee of any portion of the Property as set forth in this Section. Landowner shall not transfer any portion of the Property to any third party, without first satisfying any True-Up Payment that results from any true-up determinations made by the District. Regardless of whether the conditions of this subsection are met, any transferee shall take title subject to the terms of this Agreement and with respect to the portion of the Property so transferred. As a point of clarification, and provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot conveyed to an end user with a home that has received a certificate of occupancy is automatically and forever released from the terms and conditions of this Agreement. Also provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot that is restricted from re-platting and is conveyed to a homebuilder or end user is automatically and forever released from the terms and conditions of this Agreement, provided however that such platted lot is not in fact re-platted.

**SECTION 9. AMENDMENT.** This Agreement shall constitute the entire agreement between the parties and may be modified in writing only by the mutual agreement of all parties.

**SECTION 10. TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party. In any event, this Agreement shall automatically terminate upon payment in full of the Series 2023 Bonds, or upon final allocation

of all Series 2023 Assessments to all property in the District subject to long-term assessments, and payment of all True-Up Payments, if required.

**SECTION 11. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

**SECTION 12. BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. Notwithstanding the foregoing or anything else herein to the contrary, this Agreement is not intended to be and shall not be binding upon an end user purchaser of a platted lot. Notwithstanding anything in this Agreement to the contrary, the trustee for the Series 2023 Bonds ("**Trustee**"), on behalf of the Series 2023 Bond holders, shall be a direct third party beneficiary of the terms and conditions of this Agreement and acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of Series 2023 Bonds then outstanding, shall be entitled to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

**SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 14. APPLICABLE LAW; VENUE.** This Agreement shall be governed by the laws of the State of Florida. Venue for any legal proceeding hereunder shall be in Orange County, Florida.

**SECTION 15. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 16. EFFECTIVE DATE.** This Agreement shall become effective after execution by the parties hereto on the date reflected above.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties execute this agreement the day and year first written above.

WITNESS

POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Richard Levey  
Title: Chairman

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by ☐ physical means or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by Richard Levey, Chairman of Poitras East Community Development District, who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped  
or Typed as Commissioned)

**TOLL SOUTHEAST LP COMPANY, INC.,** a Delaware corporation

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name of Witness)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name of Witness)

**STATE OF** \_\_\_\_\_  
**COUNTY OF** \_\_\_\_\_

The foregoing instrument was acknowledged before me by ☐ physical means or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ of Toll Southeast LP Company, Inc., a Delaware corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped  
or Typed as Commissioned)

**Exhibit A: Description of the Property**

# **Postras East Community Development District**

**TDCP**

Prepared by and return to:  
Tucker F. Mackie, Esq.  
**Kutak Rock LLP**  
107 West College Avenue  
Tallahassee, Florida 32301

**AGREEMENT BETWEEN THE POITRAS EAST COMMUNITY DEVELOPMENT  
DISTRICT AND TDCP, LLC, REGARDING THE TRUE-UP AND PAYMENT OF  
SERIES 2023 ASSESSMENTS**

**THIS AGREEMENT** is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_  
2023, by and between:

**POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the City of Orlando, Florida (hereinafter “**District**”), and

**TDCP, LLC**, a Florida limited liability company (hereinafter “**Landowner**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance of the City Council of the City of Orlando, Florida, for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure including, without limitation, surface water management systems, utilities, landscaping, and other infrastructure, authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the Landowner is the owner of certain lands in the City of Orlando, Florida, located within the boundaries of the District, which are described in **Exhibit A** attached hereto (“**Property**”); and

**WHEREAS**, the District, pursuant to Chapter 190, *Florida Statutes*, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

**WHEREAS**, a Final Judgment was issued on August 10, 2020, validating the authority of the District to issue up to \$169,000,000 in bonded indebtedness to finance certain improvements and facilities within the District (the “**Validation Judgment**”); and

**WHEREAS**, pursuant to the Validation Judgment, the District previously issued its Not-to-Exceed \$25,000,000 Special Assessment Revenue Bond Anticipation Note, Series 2020 (the “**Series 2020 Note**”) to finance the design, construction or acquisition of certain infrastructure improvements and facilities necessitated by development within the District; and

**WHEREAS**, pursuant to the Validation Judgment, the District is presently in the process of issuing \$[24,265,000] Special Assessment Revenue Bonds, Series 2023 (the “**Series 2023 Bonds**”) to finance the design, construction or acquisition of certain infrastructure improvements and facilities necessitated by development within the District, including those previously funded by the Series 2020 Note; and

**WHEREAS**, the infrastructure improvements and facilities to be financed by the Series 2023 Bonds are more specifically described and identified in the District’s Capital Improvement Plan, as supplemented and approved by the District pursuant to the *Amended and Restated Engineer’s Report and Capital Improvement Program*, dated \_\_\_\_\_, 2022 (the “**Series 2023 Improvements**”); and

**WHEREAS**, the District has taken certain steps necessary to impose special assessments upon the benefitted lands within the District pursuant to Chapters 170, 190 and 197, *Florida Statutes*, as security for the Series 2023 Bonds (the “**Series 2023 Assessments**”); and

**WHEREAS**, the Series 2023 Assessments were imposed on those benefitted lands within the District, including the Property, as more specifically described in Resolutions 2020-02, 2020-03, 2020-12, and 2023-[\_\_\_\_\_] (the “**Assessment Resolutions**”); and

**WHEREAS**, Landowner agrees that the Property benefits from the timely design, construction or acquisition of the Series 2023 Improvements; and

**WHEREAS**, Landowner agrees that the Series 2023 Assessments which were imposed on the lands within the District, including the Property, have been validly imposed and constitute valid, legal and binding liens upon the lands within the District; and

**WHEREAS**, Landowner waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the Series 2023 Assessments within 30 days after completion of the Series 2023 Improvements; and

**WHEREAS**, Landowner waives any defect in notice or publication or in the proceedings to levy, impose and collect the Series 2023 Assessments on the lands within the District, including the Property; and

**WHEREAS**, the *Supplemental Assessment Methodology Report Phase 1 Project, Series 2023 Bonds*, dated \_\_\_\_\_, 2023 and attached to Resolution 2023-[\_\_\_\_\_] (the “**Series 2023 Assessment Report**”), provides that as the lands within the District are developed, the allocation of the amounts assessed to and constituting a lien upon the lands within the District would be calculated based upon certain density assumptions relating to the residential and non-residential units to be developed on the developable acres within the District, which assumptions were provided by Landowner; and

**WHEREAS**, Landowner intends to sell the lands within the District based on then-existing market conditions, and the actual densities developed may be more or less than the densities assumed in the Series 2023 Assessment Report; and

**WHEREAS**, the Series 2023 Assessment Report anticipates a mechanism by which the Landowner shall, if required, make certain payments to the District in order to satisfy, in whole or in part, the assessments allocated and the liens imposed pursuant to the Assessment Resolutions, the amount of such payments being in the amount equal to the par debt that is not capable of being assigned to the total number of developed units, plus any applicable interest charges and collection fees as described in the Series 2023 Assessment Report (which payments shall collectively be referenced as the “**True-Up Payment**”); and

**WHEREAS**, Landowner and the District desire to enter into an agreement to confirm Landowner’s intentions and obligations to make any and all True-Up Payment(s) related to the Series 2023 Assessments.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which is hereby acknowledged, the parties agree as follows:

**SECTION 1. RECITALS.** The recitals so stated are true and correct and by this reference are incorporated into and form a material part of this Agreement.

**SECTION 2. VALIDITY OF ASSESSMENTS.** Landowner agrees that the Assessment Resolutions have been duly adopted by the District. Landowner further agrees that the Series 2023 Assessments imposed as a lien by the District are legal, valid and binding liens. Landowner hereby waives and relinquishes any rights it may have to challenge, object to or otherwise fail to pay such Series 2023 Assessments.

**SECTION 3. COVENANT TO PAY.** Landowner agrees and covenants to timely pay all such Series 2023 Assessments levied and imposed by the District against its lands pursuant to the Assessment Resolutions, whether the Series 2023 Assessments are collected by the Tax Collector pursuant to Section 197.3632, *Florida Statutes*, by the District, or by any other method allowable by law. Landowner further agrees that to the extent Landowner fails to timely pay all Series 2023 Assessments collected directly by the District, said Series 2023 Assessments (including True-Up Payment(s)) may be placed on the tax roll by the District for collection by the County Tax Collector pursuant to Section 197.3632, *Florida Statutes*, in any subsequent year. Landowner further waives any rights it may have under Section 170.09, *Florida Statutes*, to prepay the Series 2023 Assessments without interest within 30 days of completion of the Series 2023 Improvements.

**SECTION 4. SPECIAL ASSESSMENT REALLOCATION.**

A. *Assumptions as to Series 2023 Assessments.* As of the date of the execution of this Agreement, Landowner has informed the District that Landowner plans to construct or provide for the construction of at least [252.65] Equivalent Residential Units (“**ERUs**”) on the Property.

B. *Process for Reallocation of Assessments.* The Series 2023 Assessments will be reallocated as lands within the Property are platted (a “**Reallocation**”). In connection with such

platting of acreage, the Series 2023 Assessments imposed on the acreage being platted will be allocated based upon the precise number of units within each product type being platted. In furtherance thereof, at such time as acreage is to be platted, Landowner covenants that such plat shall be presented to the District. The District shall allocate the Series 2023 Assessments to the product types being platted and the remaining property in accordance with the Series 2023 Assessment Report and cause such Reallocation to be recorded in the District's Improvement Lien Book.

(i) It is an express condition of the lien established by the Assessment Resolutions that any and all plats containing any portion of the lands within the Property, shall be presented to the District for review, approval and allocation of the Series 2023 Assessments to the product types being platted and the remaining property in accordance with the Series 2023 Assessment Report. Landowner covenants to comply, or cause others to comply, with this requirement for the Reallocation. The District agrees that no further action by the Board shall be required. The District's review of the plats shall be limited solely to the Reallocation of the Series 2023 Assessments, the enforcement of the District's assessment lien and the enforcement of the Landowner's respective true-up obligations hereunder. Nothing herein shall in any way operate to or be construed as providing any other plat and plan approval or disapproval powers to the District.

(ii) As acreage within the Property is platted (each such date being a "**True-Up Date**"), the District shall determine if the debt per developable acre remaining on the unplatted lands within the Property exceeds the maximum debt per developable acre of [\$17,013.00] as described in more detail in Section 3.3 of the Series 2023 Assessment Report, and if it is, a debt reduction payment in the amount of such excess debt per developable acre (the "**True-Up Payment**") shall become immediately due and payable by Landowner that tax year in accordance with the Series 2023 Assessment Report, in addition to the regular assessment installment payable for lands owned by the Landowner for that tax year. The District will ensure collection of such amounts in a timely manner in order to meet its debt services obligations, and in all cases, Landowner agrees that such payments shall be made in order to ensure the District's timely payments of the debt services obligations on the Series 2023 Bonds. The District shall record all True-Up Payments in its Improvement Lien book. Notwithstanding anything to the contrary set forth above, in the event Landowner is not in agreement with the determination by the District that a True Up Payment is due and owing (or the amount of the True Up Payment), Landowner may make the True Up Payment required by the district under protest, and such payment shall not waive Landowner's right to challenge the District's required True Up Payment. If after such challenge by Landowner it is determined that all or any portion of the True Up Payment made under protest to the District by Landowner was in excess of the correct True Up Payment, if any, the District shall promptly refund such excess payment to the Landowner.

(iii). The foregoing is based on the District's understanding with the Landowner that the maximum debt per developable acre within the Property is [\$17,013.00]. If the strict application of the true-up methodology to any Reallocation for any plat pursuant to this section would result in assessments collected in excess of the District's total debt

service obligation for the Series 2023 Bonds, the District agrees to take appropriate action by resolution to equitably reallocate the assessments. Further, the District agrees that nothing herein prohibits the development of more than [252.65] ERUs in the District. In no event shall the District collect Series 2023 Assessments pursuant to Assessment Resolutions in excess of the total debt service related to the Series 2023 Improvements, including all costs of financing and interest. The District, however, may collect Series 2023 Assessments in excess of the annual debt service related to the Series 2023 Improvements, including all costs of financing and interest, which shall be applied to prepay the Series 2023 Bonds.

(iv) All Series 2023 Assessments levied run with the land, and such assessment liens include any True-Up Payment(s). The District will not release any liens on property for which True-Up Payment(s) are due, until payment has been satisfactorily made. Further, upon the District's review of the final plat for the developable acres within the District, any unallocated Series 2023 Assessments shall become due and payable and must be paid prior to the District's approval of that plat. This true-up process applies for both plats and/or re-plats.

**SECTION 5. ENFORCEMENT.** This Agreement is intended to be an additional method of enforcement of Landowner's obligation to pay the Series 2023 Assessments and to abide by the requirements of the reallocation of special assessments, including the making of True-Up Payment(s), if required, as set forth in the Assessment Resolutions. This Agreement does not alter or affect the liens created by the Assessment Resolutions. A default by either party under this Agreement shall entitle any other party to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

**SECTION 6. RECOVERY OF COSTS AND FEES.** In the event either party is required to enforce this Agreement by court proceedings or otherwise, then each prevailing party, as determined by the applicable court or other dispute resolution provider, shall be entitled to recover from the non-prevailing party all fees and costs incurred, including reasonable attorneys' fees and costs incurred prior to or during any litigation or other dispute resolution and including all fees and costs incurred in appellate proceedings.

**SECTION 7. NOTICE.** All notices, requests, consents and other communications hereunder ("Notice or Notices") shall be in writing and shall be delivered via overnight delivery service, or hand delivered to the parties, as follows:

**A. If to District:** Poitras East Community Development District  
c/o PFM Group Consulting LLC  
3501 Quadrangle Blvd., Suite 270  
Orlando, Florida 32817  
Attn: District Manager

**With a copy to:** Kutak Rock LLP  
107 West College Avenue

Tallahassee, Florida 32301  
Attn: Tucker F. Mackie

**B. If to Landowner:**

TDCP, LLC  
6900 Tavistock Lakes Boulevard, Suite 200  
Orlando, FL 32827  
Attn:

**With a copy to:**

Holland & Knight LLP  
200 South Orange Avenue, Suite 2600  
Orlando, Florida 32801  
Attn: Sara Bernard

Except as otherwise provided herein, any Notice shall be deemed received only upon actual delivery at the address set forth herein. Notices hand delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days' written notice to the parties and addressees set forth herein.

Notwithstanding the foregoing, to the extent Florida law requires notice to enforce the collection of assessments placed on property by the District, then the provision of such notice shall be in lieu of any additional notice required by this Agreement.

**SECTION 8. ASSIGNMENT.** This Agreement shall constitute a covenant running with title to the Property, binding upon Landowner and its successors and assigns as to the Property or portions thereof, and any transferee of any portion of the Property as set forth in this Section. Landowner shall not transfer any portion of the Property to any third party, without first satisfying any True-Up Payment that results from any true-up determinations made by the District. Regardless of whether the conditions of this subsection are met, any transferee shall take title subject to the terms of this Agreement and with respect to the portion of the Property so transferred. As a point of clarification, and provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot conveyed to an end user with a home that has received a certificate of occupancy, or its equivalent, is automatically and forever released from the terms and conditions of this Agreement. Also provided that any True-Up Payment is first made (which may be confirmed from an estoppel letter issued by the District through its District Manager), any platted lot that is restricted from re-platting and is conveyed to a homebuilder or end user is automatically and forever released from the terms and conditions of this Agreement, provided however that such platted lot is not in fact re-platted.

**SECTION 9. AMENDMENT.** This Agreement shall constitute the entire agreement between the parties and may be modified in writing only by the mutual agreement of all parties.

**SECTION 10. TERMINATION.** This Agreement shall continue in effect until it is rescinded in writing by the mutual assent of each party. In any event, this Agreement shall automatically terminate upon payment in full of the Series 2023 Bonds, or upon final allocation of all Series 2023 Assessments to all property in the District subject to long-term assessments, and payment of all True-Up Payments, if required.

**SECTION 11. NEGOTIATION AT ARM'S LENGTH.** This Agreement has been negotiated fully between the parties as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against either party.

**SECTION 12. BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns. Notwithstanding the foregoing or anything else herein to the contrary, this Agreement is not intended to be and shall not be binding upon an end user purchaser of a platted lot. Notwithstanding anything in this Agreement to the contrary, the trustee for the Series 2023 Bonds ("**Trustee**"), on behalf of the Series 2023 Bond holders, shall be a direct third party beneficiary of the terms and conditions of this Agreement and acting at the direction of and on behalf of the bondholders owning a majority of the aggregate principal amount of Series 2023 Bonds then outstanding, shall be entitled to enforce the Landowner's obligations hereunder. The Trustee shall not be deemed to have assumed any obligations under this Agreement.

**SECTION 13. LIMITATIONS ON GOVERNMENTAL LIABILITY.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, *Florida Statutes*, or other statute, and nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

**SECTION 14. APPLICABLE LAW; VENUE.** This Agreement shall be governed by the laws of the State of Florida. Venue for any legal proceeding hereunder shall be in Orange County, Florida.

**SECTION 15. EXECUTION IN COUNTERPARTS.** This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

**SECTION 16. EFFECTIVE DATE.** This Agreement shall become effective after execution by the parties hereto on the date reflected above.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

WITNESS

POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Richard Levey  
Title: Chairman

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by ☐ physical means or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by Richard Levey, Chairman of Poitras East Community Development District, who is either personally known to me, or produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped  
or Typed as Commissioned)

**TDCP, LLC**, a  
Florida limited liability company

**WITNESSES:**

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name of Witness)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name of Witness)

**STATE OF FLORIDA**  
**COUNTY OF ORANGE**

The foregoing instrument was acknowledged before me by ☐ physical means or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_ of TDCP, LLC, a Florida limited liability company, on behalf of said company. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped  
or Typed as Commissioned)

**Exhibit A: Description of the Property**

**EXHIBIT A**

**PROPERTY**

**PART A**

That part of Section 36, Township 24 South, Range 30 East, and that part of Section 31, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Northwest corner of LAUREATE PARK PARCEL N-3 PEARSON AVENUE PHASE 2, according to the plat thereof, as recorded in Plat Book 108, Pages 53 through 55, of the Public Records of Orange County, Florida; thence run the following courses and distances along the West line of said plat of LAUREATE PARK PARCEL N-3 PEARSON AVENUE PHASE 2: S37°15'22"W, 73.33 feet to the point of curvature of a curve concave Southeasterly having a radius of 372.00 feet and a chord bearing of S26°06'05"W; thence Southwesterly along the arc of said curve through a central angle of 22°18'34" for a distance of 144.85 feet to the point of tangency; S14°56'48"W, 345.53 feet to the point of curvature of a curve concave Northwesterly having a radius of 298.00 feet and a chord bearing of S28°42'24"W; thence Southwesterly along the arc of said curve through a central angle of 27°31'13" for a distance of 143.13 feet to the point of tangency; S42°28'01"W, 138.67 feet to the point of curvature of a curve concave Southeasterly having a radius of 737.00 feet and a chord bearing of S27°49'29"W; thence Southwesterly along the arc of said curve through a central angle of 29°17'03" for a distance of 376.69 feet to the Northeast corner of Parcel 534-237 Part E, as described in Exhibit "A" of Official Records Document Number 20220223957, of the Public Records of Orange County, Florida and a non-tangent line; thence departing said West line, run N89°58'02"W along the North line of said Parcel 534-237 Part E, for a distance of 1197.69 feet to the West line of the Southwest 1/4 of aforesaid Section 31; thence departing said West line, continue N89°58'02"W along said North line of Parcel 534-237 Part E, for a distance of 834.19 feet to the Northwest corner of said Parcel 534-237 Part E; thence S26°11'46"E along the West line of said Parcel 534-237 Part E, for a distance of 424.65 feet to the Southwest corner of said Parcel 534-237 Part E and the South line of the Southeast 1/4 of said Section 36; thence departing said West line, run N89°53'32"W along said South line of the Southeast 1/4 of Section 36, for a distance of 88.12 feet to the Southeast corner of Parcel 534-237 Part D, as described in Exhibit "A" of Official Records Document Number 20220223957, of the Public Records of Orange County, Florida; thence departing said South line, run N26°11'46"W along the East line of said Parcel 534-237 Part D, for a distance of 424.52 feet to the Northeast corner of said Parcel 534-237 Part D; thence run the following courses and distances along the North line of said Parcel 534-237 Part D: N89°58'02"W, 84.74 feet; S00°01'58"W, 30.00 feet; N89°58'02"W, 1399.44 feet; N18°24'04"W, 31.62 feet; N89°58'02"W, 546.63 feet to the West line of lands described in Exhibit A of Official Records Document Number 20180438396, of the Public Records of Orange County, Florida; thence departing said North line, run N31°21'13"W along said West line, 993.84 feet; thence N20°38'58"E along said West line, 1859.82 feet to the South line of lands described in Official Records Book 5620, Page 2323, of the Public Records of Orange County, Florida; thence N41°57'03"E along said South line, 684.96 feet; thence S38°30'26"E along said South line, 305.98 feet; thence N68°04'58"E along said South line, 30.94 feet to the Westerly line of the plat of LUMINARY BOULEVARD PHASE 1C, according to the plat thereof, as recorded in Plat

Book 109, Pages 14 through 19, of the Public Records of Orange County, Florida and a non-tangent curve concave Southwesterly having a radius of 2214.50 feet and a chord bearing of S30°54'17"E; thence departing said South line, run the following courses and distances along the Westerly line and Southerly line of said plat of LUMINARY BOULEVARD PHASE 1C: Southeasterly along the arc of said curve through a central angle of 07°37'13" for a distance of 294.53 feet to the point of compound curvature of a curve concave Southwesterly having a radius of 700.00 feet and a chord bearing of S24°22'13"E; thence Southeasterly along the arc of said curve through a central angle of 05°26'55" for a distance of 66.57 feet to the point of tangency; S21°38'46"E, 138.99 feet to the point of curvature of a curve concave Westerly having a radius of 78.50 feet and a chord bearing of S02°29'17"E; thence Southerly along the arc of said curve through a central angle of 38°18'57" for a distance of 52.50 feet to the point of tangency; S16°40'11"W, 69.45 feet to the point of curvature of a curve concave Easterly having a radius of 109.00 feet and a chord bearing of S11°04'05"E; thence Southerly along the arc of said curve through a central angle of 55°28'33" for a distance of 105.54 feet to the point of compound curvature of a curve concave Northeasterly having a radius of 221.50 feet and a chord bearing of S46°29'40"E; thence Southeasterly along the arc of said curve through a central angle of 15°22'36" for a distance of 59.45 feet to the point of reverse curvature of a curve concave Southwesterly having a radius of 778.50 feet and a chord bearing of S49°06'26"E; thence Southeasterly along the arc of said curve through a central angle of 10°09'04" for a distance of 137.93 feet to a non-tangent line; N51°03'22"E, 81.39 feet; N33°54'33"W, 45.39 feet to the point of curvature of a curve concave Easterly having a radius of 48.50 feet and a chord bearing of N21°00'46"W; thence Northerly along the arc of said curve through a central angle of 25°47'32" for a distance of 21.83 feet to the point of compound curvature of a curve concave Easterly having a radius of 38.00 feet and a chord bearing of N18°55'55"E; thence Northerly along the arc of said curve through a central angle of 54°05'51" for a distance of 35.88 feet to the point of compound curvature of a curve concave Southeasterly having a radius of 274.00 feet and a chord bearing of N56°35'46"E; thence Northeasterly along the arc of said curve through a central angle of 21°13'51" for a distance of 101.53 feet to the point of tangency; N67°12'42"E, 437.08 feet to the point of curvature of a curve concave Southerly having a radius of 2190.00 feet and a chord bearing of N85°00'14"E; thence Easterly along the arc of said curve through a central angle of 35°35'03" for a distance of 1360.13 feet to the point of tangency; S77°12'15"E, 123.31 feet to the Westerly line of lands described in Official Records Document Number 20200665177, of the Public Records Orange County, Florida and point of cusp of a curve concave Southeasterly having a radius of 12.50 feet and a chord bearing of S57°47'45"W; thence departing said Southerly line of the plat of LUMINARY BOULEVARD PHASE 1C, run the following courses and distances along the Westerly line and Southerly line of said lands described in Official Records Document Number 20200665177: Southwesterly along the arc of said curve through a central angle of 90°00'00" for a distance of 19.63 feet to the point of tangency; S12°47'45"W, 228.64 feet to the point of curvature of a curve concave Easterly having a radius of 150.00 feet and a chord bearing of S06°36'39"E; thence Southerly along the arc of said curve through a central angle of 38°48'49" for a distance of 101.61 feet to the point of tangency; S26°01'03"E, 499.88 feet to the point of curvature of a curve concave Northerly having a radius of 12.50 feet and a chord bearing of S69°18'39"E; thence Easterly along the arc of said curve through a central angle of 86°35'11" for a distance of 18.89 feet to the point of reverse curvature of a curve concave Southerly having a radius of 629.00 feet and a chord bearing of N82°17'05"E; thence Easterly along the arc of said curve through a central angle of 29°46'38" for a distance of 326.90

feet to the point of tangency; S82°49'37"E, 1145.07 feet to the point of curvature of a curve concave Northerly having a radius of 12.50 feet and a chord bearing of N86°37'23"E; thence Easterly along the arc of said curve through a central angle of 21°06'01" for a distance of 4.60 feet to the West line of the plat of LAUREATE PARK PARCEL N-3 PEARSON AVENUE PHASE 1, according to the plat thereof, as recorded in Plat Book 107, Pages 46 through 49, of the Public Records of Orange County, Florida and a non-tangent line; thence departing said Southerly line, run S07°10'23"W along said West line, 414.56 feet to the point of curvature of a curve concave Westerly having a radius of 295.00 feet and a chord bearing of S22°12'52"W; thence Southerly along said West line and the arc of said curve through a central angle of 30°04'58" for a distance of 154.89 feet to the point of tangency; thence S37°15'22"W along said West line, 26.67 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

AND

## PART B

That part of Section 36, Township 24 South, Range 30 East, and that part of Section 31, Township 24 South, Range 31 East, Orange County, Florida, described as follows:

BEGIN at the Southeast corner of the plat of LAUREL POINTE PHASE 1, according to the plat thereof, as recorded in Plat Book 107, Pages 79 through 83, of the Public Records of Orange County, Florida; thence run the following courses and distances along the Easterly line, Northerly line and Westerly line of said plat of LAUREL POINTE PHASE 1: N28°08'38"W, 45.66 feet; N69°49'32"W, 102.39 feet; N51°05'40"W, 84.63 feet; N40°52'47"W, 85.08 feet; N30°02'56"W, 82.45 feet; N09°30'46"W, 58.00 feet; N08°10'50"W, 46.36 feet; N00°03'01"W, 90.38 feet; N06°08'35"E, 79.14 feet; N17°46'07"E, 61.17 feet; N10°11'36"E, 27.02 feet; N01°25'41"E, 51.87 feet; N17°11'57"W, 62.72 feet; N29°15'29"W, 47.06 feet; N44°47'02"W, 52.96 feet; N53°45'55"W, 21.58 feet; N74°47'42"W, 32.18 feet; N61°29'56"W, 17.66 feet; S83°06'25"W, 3.73 feet; S81°33'26"W, 52.06 feet; N72°18'20"W, 124.75 feet; N07°54'15"W, 23.22 feet; N65°27'01"W, 17.96 feet; N63°16'03"W, 83.50 feet; N36°16'31"W, 92.70 feet; N17°32'46"W, 52.16 feet; N30°44'59"W, 17.92 feet; N38°42'37"W, 46.28 feet; N31°36'43"W, 46.35 feet; N31°42'07"W, 17.48 feet; S51°34'56"W, 22.63 feet; S42°44'30"W, 40.31 feet; S51°52'03"W, 28.38 feet; S60°13'44"W, 57.72 feet; N84°02'09"W, 61.36 feet; N80°32'03"W, 10.88 feet; S84°22'56"W, 9.08 feet; S58°03'58"W, 31.42 feet; S48°31'09"W, 28.24 feet; S51°37'56"W, 51.03 feet; S63°08'01"W, 42.85 feet; S65°47'15"W, 35.09 feet; S76°01'10"W, 55.35 feet; N74°49'08"W, 44.79 feet; N69°18'36"W, 41.95 feet; S45°55'55"W, 42.99 feet; S56°29'37"W, 38.00 feet; S54°39'58"W, 36.69 feet; S67°51'25"W, 38.19 feet; S67°07'53"W, 29.72 feet; S68°28'53"W, 32.15 feet; S73°32'43"W, 49.75 feet; N87°25'02"W, 41.38 feet; S41°14'12"W, 8.85 feet; S15°31'15"W, 52.38 feet; S59°13'30"W, 46.71 feet; S42°17'58"W, 24.15 feet; S45°18'44"W, 24.70 feet; S35°33'17"W, 29.82 feet; S44°34'05"W, 57.38 feet; S50°38'39"W, 34.83 feet; S35°02'15"W, 16.33 feet; S31°21'14"W, 42.60 feet; S44°42'56"W, 52.20 feet; S49°00'47"W, 55.44 feet; S64°00'00"W, 60.97 feet; S87°00'40"W, 26.67 feet; S53°20'22"W, 43.71 feet; S78°18'56"W, 57.48 feet; N86°38'07"W, 18.02 feet; S75°44'19"W, 32.19 feet; N81°55'19"W, 58.75 feet; S59°36'45"W, 13.41 feet; N84°26'01"W, 60.18 feet;

N79°44'14"W, 37.85 feet; N76°56'52"W, 27.67 feet; N84°34'28"W, 29.50 feet; S77°52'03"W, 6.82 feet; S57°33'41"W, 26.64 feet; S40°32'54"W, 56.25 feet; S63°44'51"W, 79.85 feet; S65°52'06"W, 43.42 feet; S57°16'52"W, 33.69 feet; S13°53'00"W, 16.03 feet; S46°42'35"W, 62.19 feet; S57°13'01"W, 38.32 feet; S49°09'38"W, 51.45 feet; S16°56'38"W, 34.44 feet; S56°37'21"W, 73.63 feet; S61°06'18"W, 10.73 feet; S56°29'37"W, 44.34 feet; S62°04'31"W, 31.78 feet; S54°31'11"W, 49.68 feet; S36°04'58"W, 30.42 feet; S53°37'20"W, 50.26 feet; S73°36'49"W, 32.31 feet; S64°33'42"W, 7.69 feet; S53°13'47"W, 50.46 feet; S87°54'05"W, 27.59 feet; S34°41'53"W, 53.12 feet; S14°10'27"W, 36.57 feet; S51°51'31"W, 67.45 feet; S49°40'18"W, 46.59 feet; S56°12'39"W, 31.13 feet; S49°23'55"W, 8.74 feet; S41°37'55"W, 28.19 feet; S38°39'23"E, 415.36 feet to the Southwest corner of said plat of LAUREL POINTE PHASE 1, the Northerly line of the plat of LUMINARY BOULEVARD PHASE 1B, according to the plat thereof, as recorded in Plat Book 106, Pages 104 through 107, of the Public Records of Orange County, Florida and a non-tangent curve concave Southerly having a radius of 5060.00 feet and a chord bearing of S81°18'48"W; thence departing said Westerly line of the plat of LAUREL POINTE PHASE 1, run Westerly along said Northerly line and the arc of said curve through a central angle of 00°06'16" for a distance of 9.23 feet to the Northeast corner of Luminary Boulevard (Tract R), according to the plat of LUMINARY BOULEVARD PHASE 1C, as recorded in Plat Book 109, Pages 14 through 19, of the Public Records of Orange County, Florida and the point of tangency; thence departing said Northerly line of the plat of LUMINARY BOULEVARD PHASE 1B, run the following courses and distances along the Northerly line and Easterly line of said plat of LUMINARY BOULEVARD PHASE 1C: S81°15'40"W, 430.33 feet to the point of curvature of a curve concave Northerly having a radius of 2190.00 feet and a chord bearing of N87°58'17"W; thence Westerly along the arc of said curve through a central angle of 21°32'06" for a distance of 823.12 feet to the point of tangency; N77°12'15"W, 188.02 feet to the point of curvature of a curve concave Southerly having a radius of 2310.00 feet and a chord bearing of S84°41'15"W; thence Westerly along the arc of said curve through a central angle of 36°13'01" for a distance of 1460.16 feet to the point of tangency; S66°34'45"W, 422.76 feet to the point of curvature of a curve concave Northerly having a radius of 76.00 feet and a chord bearing of N71°32'32"W; thence Westerly along the arc of said curve through a central angle of 83°45'27" for a distance of 111.10 feet to the point of tangency; N29°39'48"W, 379.23 feet to the point of curvature of a curve concave Southwesterly having a radius of 2285.50 feet and a chord bearing of N31°59'14"W; thence Northwesterly along the arc of said curve through a central angle of 04°38'51" for a distance of 185.39 feet to the South line of lands described in Official Records Book 5620, Page 2323, of the Public Records of Orange County, Florida and the point of tangency; thence departing said Easterly line, run the following courses and distances along said South line: N68°04'58"E, 1591.22 feet; N44°15'51"E, 829.96 feet; N00°00'16"W, 244.99 feet; N31°31'51"W, 274.99 feet; N38°13'29"E, 799.96 feet to the North line of aforesaid Section 31; thence departing said South line, run N89°41'29"E along said North line, 3820.62 feet to the Westerly line of the plat of SELTEN WAY POITRAS EAST, according to the plat thereof, as recorded in Plat Book 107, Pages 113 through 115, of the Public Records of Orange County, Florida and a non-tangent curve concave Southwesterly having a radius of 60.00 feet and a chord bearing of S32°06'33"E; thence departing said North line, run the following courses and distances along said Westerly line of the plat of SELTEN WAY POITRAS EAST: Southeasterly along the arc of said curve through a central angle of 07°46'20" for a distance of 8.14 feet to the point of compound curvature of a curve concave Westerly having a radius of 176.00 feet and a chord bearing of S18°04'28"E; thence Southerly along the

arc of said curve through a central angle of  $20^{\circ}17'50''$  for a distance of 62.35 feet to the point of compound curvature of a curve concave Westerly having a radius of 576.00 feet and a chord bearing of  $S04^{\circ}27'26''E$ ; thence Southerly along the arc of said curve through a central angle of  $06^{\circ}56'14''$  for a distance of 69.74 feet to the point of tangency;  $S00^{\circ}59'19''E$ , 11.63 feet;  $N88^{\circ}55'44''E$ , 3.00 feet;  $S00^{\circ}59'19''E$ , 163.49 feet to the point of curvature of a curve concave Easterly having a radius of 282.00 feet and a chord bearing of  $S21^{\circ}35'10''E$ ; thence Southerly along the arc of said curve through a central angle of  $41^{\circ}11'42''$  for a distance of 202.75 feet to the point of tangency;  $S42^{\circ}11'01''E$ , 170.84 feet to the point of curvature of a curve concave Westerly having a radius of 218.00 feet and a chord bearing of  $S17^{\circ}28'00''E$ ; thence Southerly along the arc of said curve through a central angle of  $49^{\circ}26'02''$  for a distance of 188.09 feet to the point of tangency;  $S07^{\circ}15'01''W$ , 47.31 feet to the point of curvature of a curve concave Easterly having a radius of 282.00 feet and a chord bearing of  $S13^{\circ}42'10''E$ ; thence Southerly along the arc of said curve through a central angle of  $41^{\circ}54'22''$  for a distance of 206.26 feet to the point of tangency;  $S34^{\circ}39'22''E$ , 107.99 feet to the point of curvature of a curve concave Southwesterly having a radius of 468.00 feet and a chord bearing of  $S24^{\circ}57'10''E$ ; thence Southeasterly along the arc of said curve through a central angle of  $19^{\circ}24'23''$  for a distance of 158.51 feet to the point of tangency;  $S15^{\circ}14'58''E$ , 145.26 feet to the point of curvature of a curve concave Northeasterly having a radius of 332.00 feet and a chord bearing of  $S30^{\circ}55'54''E$ ; thence Southeasterly along the arc of said curve through a central angle of  $31^{\circ}21'52''$  for a distance of 181.74 feet to the Northwest corner of Selten Way (Tract R), LUMINARY BOULEVARD PHASE 1A, according to the plat thereof, as recorded in Plat Book 104, Pages 97 through 100, of the Public Records of Orange County, Florida; thence departing said Westerly line of the plat of SELTEN WAY POITRAS EAST, run the following courses and distances along the Westerly line of Parcel 1 of said plat of LUMINARY BOULEVARD PHASE 1A: continue Southeasterly along the arc of said curve concave Northeasterly having a radius of 332.00 feet, a chord bearing of  $S47^{\circ}55'56''E$ , through a central angle  $02^{\circ}38'12''$  for a distance of 15.28 feet to the point of tangency;  $S49^{\circ}15'02''E$ , 161.32 feet to the point of curvature of a curve concave Westerly having a radius of 54.00 feet and a chord bearing of  $S10^{\circ}07'08''E$ ; thence Southerly along the arc of said curve through a central angle of  $78^{\circ}15'47''$  for a distance of 73.76 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 279.00 feet and a chord bearing of  $S34^{\circ}13'52''W$ ; thence Southwesterly along the arc of said curve through a central angle of  $10^{\circ}26'14''$  for a distance of 50.82 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 80.00 feet and a chord bearing of  $S45^{\circ}34'39''W$ ; thence Southwesterly along the arc of said curve through a central angle of  $12^{\circ}15'20''$  for a distance of 17.11 feet to the point of compound curvature of a curve concave Northwesterly having a radius of 2190.00 feet and a chord bearing of  $S56^{\circ}46'51''W$ ; thence Southwesterly along said Westerly line of Parcel 1, the Northerly line of the aforesaid plat of LUMINARY BOULEVARD PHASE 1B, and the arc of said curve through a central angle of  $10^{\circ}09'03''$  for a distance of 387.99 feet to the point of tangency; thence  $S61^{\circ}51'22''W$  along said Northerly line, 42.16 feet to the POINT OF BEGINNING. This description is based on Florida State Plane Coordinate System East Zone, average combined scale factor of 0.99994883912, NAD 83 Datum (2011 adjustment) and all distances are grid dimensions.

# **Postras East Community Development District**

**Pressure Washing Proposal with Berman**

## WORK AUTHORIZATION FOR MAINTENANCE SERVICES

This Work Authorization (the "Work Authorization"), dated December 15, 2022, 2020, authorizes certain work in accordance with that certain *AGREEMENT BETWEEN THE POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT AND BERMAN CONSTRUCTION, LLC FOR GENERAL MAINTENANCE SERVICES* (the "Agreement"), dated August, 2020, by and between:

**Poitras East Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in the City of Orlando, Florida, and whose mailing address is 12051 Corporate Boulevard, Orlando, Florida 32817 (the "**District**"); and

**Berman Construction, LLC**, a Florida limited liability company, with a mailing address of 9801 Lake Nona Club Drive, Orlando, Florida 32827 (hereinafter "Contractor", together with District the "**Parties**").

**Section 1. Scope of Services.** Contractor shall provide pressure washing maintenance services, as set forth in the attached **Exhibit A**, which is incorporated herein by reference, all in accordance with the terms of the Agreement (collectively, the "**Services**").

**Section 2. Compensation and Term.** It is understood and agreed that the payment of compensation for the Services under this Work Authorization shall be in the amount and for the term set forth in the attached **Exhibit A**, and in the manner set forth in the Agreement.

**Section 3. Acceptance.** Acceptance of this Work Authorization will authorize the Contractor to complete the Services as outlined above and is indicated by the signature of the authorized representative of the District and the Contractor in the spaces provided below. Contractor shall commence the aforesaid Services as provided herein and shall perform the same in accordance with the terms and conditions of the Agreement, which, except to the extent expressly altered or changed in this Work Authorization, remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Work Authorization to be executed the day and year first above written.

Jennifer L. Walden  
Secretary

**POITRAS EAST COMMUNITY DEVELOPMENT  
DISTRICT**

Richard Levey

By: Richard Levey  
Its: Chairman

**BERMAN CONSTRUCTION, LLC**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

**Exhibit A:** Proposal/Scope of Services



**BERMAN**

**Date of proposal: December 15, 2022**

**Client: Poitras East Community Development District**

**Project: Pressure Washing**

**Scope: Pressure washing roundabout and walls**

Berman proposes the following scope of work and specifications:

**A. Pressure washing roundabout and walls** – Supply all materials, equipment, and labor to pressure wash the roundabout and entry walls closest to Narcoosee Rd. on Luminary Blvd.

**Total Project Costs \$ 550.00**

**Estimated Time of Completion-** Work will be completed in the most expedient time frame possible.

**Payment Schedule:** Upon Completion

**Additional Notes:**

Berman Construction State of Florida CGC # 1518721

All labor work is guaranteed for 1 year. Any work defects due to poor craftsmanship will be repaired at contractor's expense. Any defect or poor craftsmanship of an installed product will be subject to manufacturer's warranty. If any dispute arises as a result of this contract, then parties agree to seek binding arbitration as outlined by State of FL contracting policies. Berman Property Maintenance & Construction/ Berman Construction LLC is not responsible for damage to personal property as a result of accepted construction practices and such was not caused from negligent behavior or practices.

**Revision and Approval Policy:** Please contact our office upon receipt and approval of this contract, and any questions you might have. Due to availability and cost of material at this time, this proposal is only valid for 14 days, starting on the date of the proposal. Should you accept the terms outlined above please sign below and return. We can then schedule your services at that time. This proposal will become binding once executed by both parties.

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Agent for owner (print name and signature)

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Berman Property Maintenance & Construction

By, Katie Harmer, Vice President

# **Postras East Community Development District**

**Operation and Maintenance Expenditures Paid in  
December 2022 in an amount totaling \$39,151.87**

**POITRAS EAST**  
**COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817  
PHONE: (407) 723-5900 • FAX: (407) 723-5901

**Operation and Maintenance Expenditures**  
**For Board Approval**

Attached please find the check register listing Operations and Maintenance expenditures paid from December 1, 2022 through December 31, 2022. This does not include expenditures previously approved by the Board.

The total items being presented:      **\$39,151.87**

Approval of Expenditures:

\_\_\_\_\_

\_\_\_\_\_ Chairman

\_\_\_\_\_ Vice Chairman

\_\_\_\_\_ Assistant Secretary

**Postras East CDD**  
**AP Check Register (Current by Bank)**  
Check Dates: 12/1/2022 to 12/31/2022

Check No.	Date	Status*	Vendor ID	Payee Name	Amount
<b>BANK ID: FCB - FLORIDA COMMUNITY BANK</b>					<b>001-101-0000-00-01</b>
**1352	12/12/22		BROWNI	Brownies Septic and Plumbing	\$150.00
1353	12/12/22		DONMC	Donald W McIntosh Associates	\$513.75
1354	12/12/22		KUTAK	Kutak Rock	\$3,842.50
1355	12/12/22		ORLSEN	Orlando Sentinel	\$253.25
1356	12/12/22		PFMGC	PFM Group Consulting	\$2,917.48
1357	12/12/22		ULS	United Land Services	\$3,454.50
1358	12/16/22		CEPRA	Cepira Landscape	\$3,368.17
1359	12/16/22		PFMGC	PFM Group Consulting	\$2,970.22
1360	12/16/22		USIC	USIC Locating Services	\$556.86
1361	12/21/22		CEPRA	Cepira Landscape	\$5,246.09
1362	12/21/22		RLEVEY	Richard Levey	\$200.00
1363	12/21/22		DELUXE	Deluxe	\$125.00
1364	12/29/22		BERMAN	Berman Construction	\$1,000.00
1365	12/29/22		BROWNI	Brownies Septic and Plumbing	\$150.00
1366	12/29/22		DONMC	Donald W McIntosh Associates	\$643.13
1367	12/29/22		KUTAK	Kutak Rock	\$2,702.52
1368	12/29/22		ORLSEN	Orlando Sentinel	\$234.50
1369	12/29/22		ULS	United Land Services	\$9,238.00
<b>BANK FCB REGISTER TOTAL:</b>					<b>\$37,565.97</b>
<b>GRAND TOTAL :</b>					<b>\$37,565.97</b>

37,565.97	Checks 1352-1369
1,585.90	PA 177 - OUC paid online
39,151.87	O&M cash spent

\* Check Status Types: "P" - Printed ; "M" - Manual ; "V" - Void ( Void Date ); "A" - Application; "E" - EFT  
\*\* Denotes broken check sequence.

## Postras East Community Development District

### Payment Authorization #175

12/2/2022

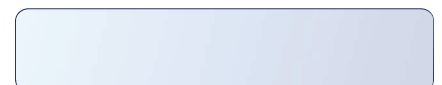
Item No.	Payee	Invoice Number	General Fund
1	<b>Berman Construction</b> December Administrator & Irrigation Specialist	32783	\$ 1,000.00
2	<b>Brownies Septic and Plumbing</b> Monthly Lift Station Maintenance	i100483	\$ 150.00
3	<b>Donald W McIntosh Associates</b> Engineering Services Through 11/04/2022	43440	\$ 513.75
4	<b>Kutak Rock</b> General Counsel Through 10/31/2022	3140897	\$ 3,842.50
5	<b>Orlando Sentinel</b> Legal Advertising on 11/08/2022 (Ad: 7320728)	OSC63398380	\$ 253.25
6	<b>PFM Group Consulting</b> DM Fee: November 2022 October Reimbursables	DM-11-2022-41 OE-EXP-11-2022-23	\$ 2,916.67 \$ 0.81
7	<b>United Land Services</b> November Monthly Landscaping 1B December Monthly Landscaping 1A December Monthly Landscaping 1B	ULS-36385 ULS-36490 ULS-36491	\$ 3,454.50 \$ 2,329.00 \$ 6,909.00

**TOTAL**

**\$ 21,369.48**



Chairperson

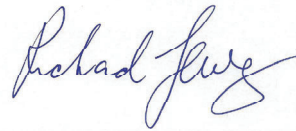


## Postras East Community Development District

### Payment Authorization #176

12/9/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Cepra Landscape</b>		
	November Selten Way Landscaping	ORL3735	\$ 3,368.17
*	<del>November Pearson South Landscaping</del>	<del>ORL3736</del>	<del>\$ 1,877.92</del>
2	<b>PFM Group Consulting</b>		
	DM Fee: December 2022	DM-12-2022-42	\$ 2,916.67
	October Billable Expenses	122914	\$ 53.55
3	<b>USIC</b>		
	Locating Services Through 10/31/2022	547580	\$ 310.68
	Locating Services Through 11/30/2022	554115	\$ 246.18
<b>TOTAL</b>			<b>\$ 8,773.17</b>



Chairperson

\* Per Tricia Lynch at Cepra, they did not start Pearson until December, so invoice ORL3736 for November can be disregarded.

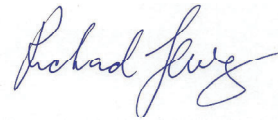


## Poitras East Community Development District

### Payment Authorization #177

12/16/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Cepira Landscape</b>		
	December Pearson South Landscaping	ORL3753	\$ 1,877.92
	December Selten Way Landscaping	ORL3754	\$ 3,368.17
2	<b>OUC</b>		
	Acct: 2989510986 ; Service 11/01/2022 - 12/01/2022	--	\$ 1,585.90
3	<b>Supervisor Fees - 12/13/2022 Meeting</b>		
	Richard Levey	--	\$ 200.00
<b>TOTAL</b>			<b>\$ 7,031.99</b>



Chairperson




## Poitras East Community Development District

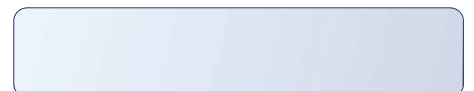
### Payment Authorization #178

12/23/2022

Item No.	Payee	Invoice Number	General Fund
1	<b>Brownies Septic and Plumbing</b> Monthly Lift Station Maintenance	i101731	\$ 150.00
2	<b>Deluxe Corporation</b> Check Order	557760	\$ 125.00
3	<b>Donald W McIntosh Associates</b> Engineering Services Through 12/02/2022	43561	\$ 643.13
4	<b>Kutak Rock</b> General Counsel Through 11/30/2022	3155879	\$ 2,702.52
5	<b>Orlando Sentinel</b> Legal Advertising on 12/05/2022 (Ad: 7334797)	OSC64856300	\$ 234.50
<b>TOTAL</b>			<b>\$ 3,855.15</b>



Chairperson



# **Postras East Community Development District**

**Requisition Nos. 2020-210 – 2020-225 Paid in  
December 2022 in an amount totaling \$2,293,671.50**

# **POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT**

DISTRICT OFFICE • 3501 QUADRANGLE BLVD STE 270 • ORLANDO, FL 32817

PHONE: (407) 723-5900 • FAX: (407) 723-5901

## **Requisition Recap For Board Approval**

Attached please find the listing of requisitions approved to be paid from bond funds from December 1, 2022 through December 31, 2022. This does not include requisitions previously approved by the Board.

<b>REQUISITION NO.</b>	<b>PAYEE</b>	<b>AMOUNT</b>
S2020-210	Atlantic TNG	\$8,462.00
S2020-211	Ceptra Landscape	\$10,425.61
S2020-212	Core & Main	\$64,960.44
S2020-213	Donald W McIntosh Associates	\$26,103.74
S2020-214	HTFL	\$8,700.00
S2020-215	Jr. Davis Construction Co.	\$529,317.01
S2020-216	Kutak Rock	\$360.50
S2020-217	World Electric Supply	\$3,898.13
S2020-218	Boggy Creek Improvement District	\$49.15
S2020-219	Jr. Davis Construction Co.	\$207,765.81
S2020-220	GAI Consultants	\$7,108.62
S2020-221	Jr. Davis Construction Co.	\$619,453.69
S2020-222	Donald W McIntosh Associates	\$12,909.50
S2020-223	Kittelsohn & Associates	\$508.50
S2020-224	Kutak Rock	\$210.00
S2020-225	Jr. Davis Construction Co.	\$793,438.80
		<b>\$2,293,671.50</b>

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUISITION FOR PAYMENT  
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 2, 2022	REQUISITION NO:	210
PAYEE:	Atlantic TNG, LLC	AMOUNT DUE:	\$8,462.00
ADDRESS:	PO Box 729 Sarasota, FL 34230	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none"><li>• Invoice 145469 for Centerline Dr Segment F Construction Materials – <b>\$3,275.00</b></li><li>• Invoice 145620 for Centerline Dr Segment F Construction Materials – <b>\$1,965.00</b></li><li>• Invoice 145649 for Centerline Dr Segment F Construction Materials – <b>\$3,222.00</b></li></ul>		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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

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

It is hereby represented by the undersigned that the Board of the District has approved this requisition or has approved the specific contract with respect to which disbursements pursuant to this requisition are due and payable.

All invoice(s) are on file with the District from the vendor of the property acquired or services rendered with respect to which disbursement is hereby requested.

POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT

BY:   
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made, and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY:   
DISTRICT ENGINEER John T. Townsend, PE

**RECEIVED**

By Amanda Lane at 9:32 am, Dec 07, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUISITION FOR PAYMENT  
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 2, 2022	REQUISITION NO:	211
PAYEE:	Ceptra Landscape	AMOUNT DUE:	\$10,425.61
ADDRESS:	PO Box 865 Oakland, FL 34760	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none"><li>• Invoice 646 for Selton Way Hurricane Nicole Work – <b>\$4,278.43</b></li><li>• Invoice 648 for Pearson Hurricane Nicole Work – <b>\$6,147.18</b></li></ul>		

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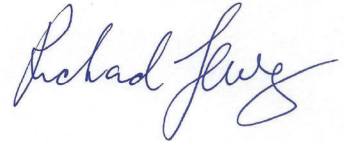
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POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT

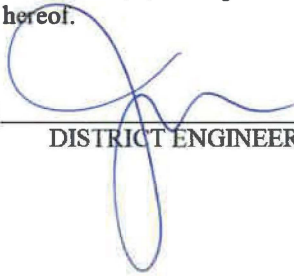
BY: \_\_\_\_\_  
CHAIRMAN or VICE CHAIRMAN



**DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES**

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BY: \_\_\_\_\_  
DISTRICT ENGINEER John T. Townsend, PE



**RECEIVED**

By Amanda Lane at 9:32 am, Dec 07, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUISITION FOR PAYMENT  
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 2, 2021	REQUISITION NO:	212
PAYEE:	Core & Main	AMOUNT DUE:	\$64,960.44
ADDRESS:	PO Box 28330 St. Louis, MO 63146	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none"><li>• Invoice R064893 for EASTMAS EASTMSTRINF PH1 Construction Materials – <b>\$33,635.31</b></li><li>• Invoice R064948 for EASTMAS EASTMSTRINF PH1 Construction Materials – <b>\$33,554.26</b></li><li>• Invoice R614602 for EASTMAS EASTMSTRINF PH1 Construction Materials – <b>(\$2,229.13)</b></li></ul>		

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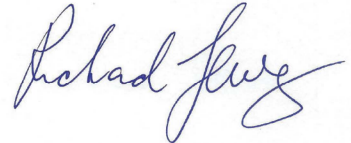
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POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT



BY: \_\_\_\_\_  
CHAIRMAN or VICE CHAIRMAN

**DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES**

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BY: \_\_\_\_\_  
DISTRICT ENGINEER John T. Townsend, PE

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUISITION FOR PAYMENT  
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 2, 2022	REQUISITION NO:	213
PAYEE:	Donald W McIntosh Associates Inc	AMOUNT DUE:	\$26,103.74
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none"><li>• Invoice 43441 for Project 18124 (Poitras East CDD) Engineering Services Through 11/04/2022 – <b>\$9,881.25</b></li><li>• Invoice 43442 for Project 20695 (Pearson Avenue (Street A) – Phase 2) Engineering Services Through 11/04/2022 – <b>\$6,784.46</b></li><li>• Invoice 43444 for Project 21555 (Poitras East Master Infrastructure Phase 1C) Engineering Services Through 11/04/2022 – <b>\$780.48</b></li><li>• Invoice 43445 for Project 21556 (Poitras East Master Infrastructure Phase 1D) Engineering Services Through 11/04/2022 – <b>\$905.55</b></li><li>• Invoice 43446 for Project 22614 (Selten Way – Luminary Boulevard Phase 1D) Engineering Services Through 11/04/2022 – <b>\$7,752.00</b></li></ul>		

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POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT



BY: \_\_\_\_\_  
CHAIRMAN or VICE CHAIRMAN

**DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES**

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BY: \_\_\_\_\_  
DISTRICT ENGINEER John T. Townsend, PE

**RECEIVED**

By Amanda Lane at 9:32 am, Dec 07, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUISITION FOR PAYMENT  
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 2, 2022	REQUISITION NO:	214
PAYEE:	HTFL, Inc.	AMOUNT DUE:	\$8,700.00
ADDRESS:	70 Harrison Road Lake Placid, FL 33852	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 10337 for Luminary 1-C Services		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

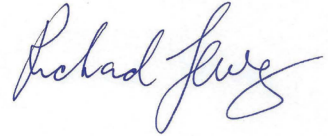
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POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT



BY: \_\_\_\_\_  
CHAIRMAN or VICE CHAIRMAN

**DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES**

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BY: \_\_\_\_\_  
DISTRICT ENGINEER John T. Townsend, PE

**RECEIVED**

By Amanda Lane at 9:32 am, Dec 07, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUISITION FOR PAYMENT  
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 2, 2022	REQUISITION NO:	215
PAYEE:	Jr. Davis Construction Co.	AMOUNT DUE:	\$529,317.01
ADDRESS:	210 Hangar Road Kissimmee, FL 34741	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none"><li>• Invoice 128517 (Pay Application #6) for Project 2107 (Pearson Ave PH2) Through 10/31/2022 – <b>\$197,654.44</b></li><li>• Invoice 128538 (Pay Application #13) for Project 2089 (Poitras East Master Infrs PH1C) Through 10/25/2022 – <b>\$331,662.57</b></li></ul>		

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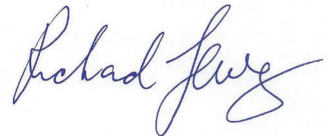
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POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT

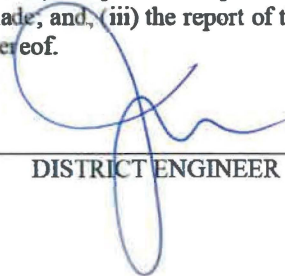
BY: \_\_\_\_\_  
CHAIRMAN or VICE CHAIRMAN



**DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES**

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BY: \_\_\_\_\_  
DISTRICT ENGINEER John T. Townsend, PE



**RECEIVED**

By Amanda Lane at 9:32 am, Dec 07, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUISITION FOR PAYMENT  
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 2, 2022	REQUISITION NO:	216
PAYEE:	Kutak Rock	AMOUNT DUE:	\$360.50
ADDRESS:	PO Box 30057 Omaha, NE 68103-1157	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 3140898 for Project 15623-2 (Project Construction) Through 10/31/2022		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT

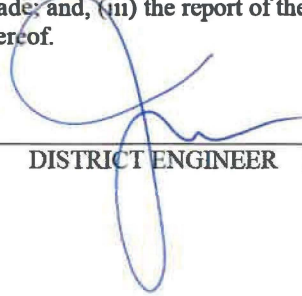
BY: \_\_\_\_\_  
CHAIRMAN or VICE CHAIRMAN



**DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES**

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BY: \_\_\_\_\_  
DISTRICT ENGINEER John T. Townsend, PE



**RECEIVED**

By Amanda Lane at 9:32 am, Dec 07, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUISITION FOR PAYMENT  
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 2, 2022	REQUISITION NO:	217
PAYEE:	World Electric Supply	AMOUNT DUE:	\$3,898.13
ADDRESS:	PO Box 741020 Atlanta, GA 30374-1020	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice S048409273.001 for SEG F-3 Construction Materials		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT

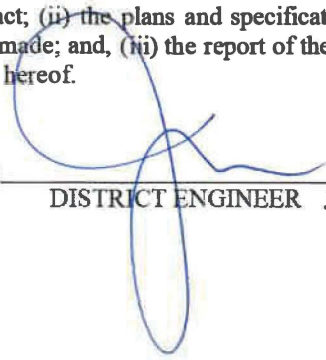
BY: \_\_\_\_\_  
CHAIRMAN or VICE CHAIRMAN



**DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES**

The undersigned District Engineer hereby certifies that this disbursement is for a cost of the Project and is consistent with: (i) the applicable or construction contract; (ii) the plans and specifications for the portion of the Project with respect to which such disbursement is being made; and, (iii) the report of the District Engineer, as such report shall have been amended or modified as of the date hereof.

BY: \_\_\_\_\_  
DISTRICT ENGINEER John T. Townsend, PE



**RECEIVED**

By Amanda Lane at 9:32 am, Dec 07, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUISITION FOR PAYMENT  
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 9, 2022	REQUISITION NO:	218
PAYEE:	Boggy Creek Improvement District	AMOUNT DUE:	\$49.15
ADDRESS:	c/o PFM Group Consulting 3501 Quadrangle Boulevard, Ste. 270 Orlando, FL 32817	FUND:	<u>Acquisition/Construction</u>
ITEM:	Reimbursement for Construction-Related Legal Advertising, Split Between Boggy Creek, Greenway, Myrtle Creek, Poitras East, and Midtown, Paid to Orlando Sentinel Out of Boggy Creek Series 2018 Construction Funds (Reference OSC64086566 ; Ad: 7325229), Req. 2018-277		

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POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT

BY:   
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  12/12/22  
DISTRICT ENGINEER John T. Townsend, PE

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUISITION FOR PAYMENT  
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 9, 2022	REQUISITION NO:	219
PAYEE:	Jr. Davis Construction Co.	AMOUNT DUE:	\$207,765.81
ADDRESS:	210 Hangar Road Kissimmee, FL 34741	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none"><li>• Invoice 128553 (Pay Application #13) for Project 2082 (Poitras East Master Infrst 1D) Through 10/31/2022 – <b>\$113,165.05</b></li><li>• Invoice 128554 (Pay Application #14) for Project 2082 (Poitras East Master Infrst 1D) Through 10/31/2022 – <b>\$94,600.76</b></li></ul>		

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POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT

BY: \_\_\_\_\_  
CHAIRMAN or VICE CHAIRMAN



**DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES**

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BY: \_\_\_\_\_  
DISTRICT ENGINEER John T. Townsend, PE

12/12/22

**RECEIVED**

By Amanda Lane at 1:42 pm, Dec 12, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUISITION FOR PAYMENT  
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 16, 2022	REQUISITION NO:	220
PAYEE:	GAI Consultants Inc	AMOUNT DUE:	\$7,108.62
ADDRESS:	618 E. South Street, Suite 700 Orlando, FL 32801	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 2182413 for Project R201019.00 (Pearson Avenue (Street A) Phase 2) Services Through 11/19/2022		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.


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POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT

BY:   
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  12/16/22  
DISTRICT ENGINEER Jeffrey J. Newton, PE

**RECEIVED**

By Amanda Lane at 2:31 pm, Dec 19, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUISITION FOR PAYMENT  
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 16, 2022	REQUISITION NO:	221
PAYEE:	Jr. Davis Construction Co.	AMOUNT DUE:	\$619,453.69
ADDRESS:	210 Hangar Road Kissimmee, FL 34741	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 128599 (Pay Application #7) for Project 2107 (Pearson Ave PH2) Through 11/30/2022		

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POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT

BY:   
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  12/16/22  
DISTRICT ENGINEER Jeffrey J. Newton, PE

**RECEIVED**

By Amanda Lane at 2:31 pm, Dec 19, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUISITION FOR PAYMENT  
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 23, 2022	REQUISITION NO:	222
PAYEE:	Donald W McIntosh Associates Inc	AMOUNT DUE:	\$12,909.50
ADDRESS:	2200 Park Avenue North Winter Park, FL 32789	FUND:	<u>Acquisition/Construction</u>
ITEM:	<ul style="list-style-type: none"><li>• Invoice 43562 for Project 18124 (Poitras East CDD) Engineering Services Through 12/02/2022 – \$6,850.00</li><li>• Invoice 43563 for Project 20695 (Pearson Avenue (Street A) – Phase 2) Engineering Services Through 12/02/2022 – \$4,372.64</li><li>• Invoice 43566 for Project 21555 (Poitras East Master Infrastructure Phase 1C) Engineering Services Through 12/02/2022 – \$1,450.98</li><li>• Invoice 43567 for Project 21556 (Poitras East Master Infrastructure Phase 1D) Engineering Services Through 12/02/2022 – \$235.88</li></ul>		

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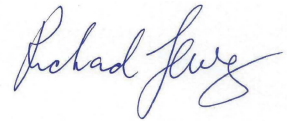
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POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT



BY: \_\_\_\_\_  
CHAIRMAN or VICE CHAIRMAN

**DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES**

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BY:  12/23/22  
DISTRICT ENGINEER Jeffrey J. Newton, PE

**RECEIVED**

By Amanda Lane at 2:15 pm, Dec 24, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUISITION FOR PAYMENT  
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 23, 2022	REQUISITION NO:	223
PAYEE:	Kittelsohn & Associates	AMOUNT DUE:	\$508.50
ADDRESS:	PO Box 40847 Portland, OR 97240	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 132316 for Project 262690 (Narcoossee & Luminary Post Design) Through 11/30/2022		

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POITRAS EAST COMMUNITY  
DEVELOPMENT DISTRICT

BY:   
CHAIRMAN or VICE CHAIRMAN

DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY:  12/23/22  
DISTRICT ENGINEER Jeffrey J. Newton, PE

**RECEIVED**

By Amanda Lane at 2:15 pm, Dec 24, 2022

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUISITION FOR PAYMENT  
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 23, 2022	REQUISITION NO:	224
PAYEE:	Kutak Rock	AMOUNT DUE:	\$210.00
ADDRESS:	PO Box 30057 Omaha, NE 68103-1157	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 3155881 for Project 15623-2 (Project Construction) Through 11/30/2022		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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DEVELOPMENT DISTRICT

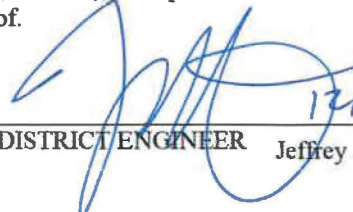
BY: \_\_\_\_\_  
CHAIRMAN or VICE CHAIRMAN



**DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES**

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BY: \_\_\_\_\_  
DISTRICT ENGINEER Jeffrey J. Newton, PE

  
12/23/22

POITRAS EAST COMMUNITY DEVELOPMENT DISTRICT  
REQUISITION FOR PAYMENT  
2020 NOTE ACQUISITION AND CONSTRUCTION ACCOUNT

DATE:	December 23, 2022	REQUISITION NO:	225
PAYEE:	Jr. Davis Construction Co.	AMOUNT DUE:	\$793,438.80
ADDRESS:	210 Hangar Road Kissimmee, FL 34741	FUND:	<u>Acquisition/Construction</u>
ITEM:	Invoice 128646 (Pay Application #14) for Project 2089 (Poitras East Master Infrs PH1C) Through 11/25/2022		

The undersigned hereby certifies that obligations in the stated amount set forth above have been incurred by the District, that each disbursement set forth above is a proper charge against the 2020 Acquisition and Construction Account, referenced above, that each disbursement set forth above was incurred in connection with the acquisition and the construction of the 2020 Project (herein after the "Project") and each represents a Cost of the Project, and has not previously been paid.

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DEVELOPMENT DISTRICT

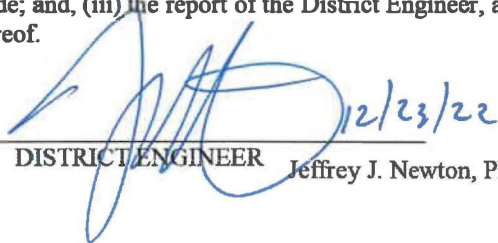
BY: \_\_\_\_\_  
CHAIRMAN or VICE CHAIRMAN



DISTRICT ENGINEER'S APPROVAL FOR PROJECT EXPENDITURES

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BY: \_\_\_\_\_ 12/23/22  
DISTRICT ENGINEER Jeffrey J. Newton, PE



# **Postras East Community Development District**

**Work Authorization/Proposed Services  
(if applicable)**

# **Postras East Community Development District**

## **District's Financial Position and Budget to Actual YTD**

**Poitras East CDD**  
Statement of Financial Position  
As of 12/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<b><u>Assets</u></b>				
<b><u>Current Assets</u></b>				
General Checking Account	\$169,901.57			\$169,901.57
Alleyway & Infrastructure Capital Res.	50,039.52			50,039.52
Assessments Receivable	301,783.96			301,783.96
Series 2020 Debt Service Reserve		\$1,601,583.74		1,601,583.74
Series 2020 Interest		174.14		174.14
Total Current Assets	<u>\$521,725.05</u>	<u>\$1,601,757.88</u>	<u>\$0.00</u>	<u>\$2,123,482.93</u>
<b>Total Assets</b>	<u><u>\$521,725.05</u></u>	<u><u>\$1,601,757.88</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,123,482.93</u></u>
<b><u>Liabilities and Net Assets</u></b>				
<b><u>Current Liabilities</u></b>				
Accounts Payable	\$2,329.00			\$2,329.00
Deferred Revenue	301,783.96			301,783.96
Accounts Payable			\$167,175.43	167,175.43
Retainage Payable			473,559.31	473,559.31
Total Current Liabilities	<u>\$304,112.96</u>	<u>\$0.00</u>	<u>\$640,734.74</u>	<u>\$944,847.70</u>
<b>Total Liabilities</b>	<u><u>\$304,112.96</u></u>	<u><u>\$0.00</u></u>	<u><u>\$640,734.74</u></u>	<u><u>\$944,847.70</u></u>
<b><u>Net Assets</u></b>				
Net Assets, Unrestricted	(\$63,275.11)			(\$63,275.11)
Net Assets - General Government	306,072.20			306,072.20
Current Year Net Assets - General Government	(25,185.00)			(25,185.00)
Net Assets, Unrestricted		\$1,238,693.26		1,238,693.26
Current Year Net Assets, Unrestricted		363,064.62		363,064.62
Net Assets, Unrestricted			(\$2,444,277.84)	(2,444,277.84)
Current Year Net Assets, Unrestricted			1,803,543.10	1,803,543.10
<b>Total Net Assets</b>	<u><u>\$217,612.09</u></u>	<u><u>\$1,601,757.88</u></u>	<u><u>(\$640,734.74)</u></u>	<u><u>\$1,178,635.23</u></u>
<b>Total Liabilities and Net Assets</b>	<u><u>\$521,725.05</u></u>	<u><u>\$1,601,757.88</u></u>	<u><u>\$0.00</u></u>	<u><u>\$2,123,482.93</u></u>

**Poitras East CDD**  
Statement of Activities  
As of 12/31/2022

	General Fund	Debt Service Fund	Capital Projects Fund	Total
<b><u>Revenues</u></b>				
On-Roll Assessments	\$9,798.79			\$9,798.79
Off-Roll Assessments	49,641.99			49,641.99
Other Income & Other Financing Sources	103.85			103.85
Debt Proceeds		\$643,935.43		643,935.43
Other Income & Other Financing Sources			\$306,533.13	306,533.13
Debt Proceeds			3,893,505.58	3,893,505.58
Total Revenues	<u>\$59,544.63</u>	<u>\$643,935.43</u>	<u>\$4,200,038.71</u>	<u>\$4,903,518.77</u>
<b><u>Expenses</u></b>				
Supervisor Fees	\$600.00			\$600.00
D&O Insurance	2,694.00			2,694.00
Trustee Services	5,648.38			5,648.38
Management	8,750.01			8,750.01
Engineering	1,156.88			1,156.88
District Counsel	6,545.02			6,545.02
Assessment Administration	7,500.00			7,500.00
Postage & Shipping	0.81			0.81
Legal Advertising	1,533.52			1,533.52
Meeting Room	53.55			53.55
Office Supplies	125.00			125.00
Dues, Licenses, and Fees	175.00			175.00
Electric	359.27			359.27
Water Reclaimed	2,494.37			2,494.37
General Insurance	3,294.00			3,294.00
Property & Casualty	10,903.00			10,903.00
Irrigation Parts	685.00			685.00
Landscaping Maintenance & Material	28,293.76			28,293.76
Liftstation Maintenance	1,066.86			1,066.86
Personnel Leasing Agreement	3,000.00			3,000.00
Interest Payments (Series 2020)		\$280,945.26		280,945.26
Engineering			\$39,013.24	39,013.24
District Counsel			570.50	570.50
Legal Advertising			157.80	157.80
Contingency			2,356,755.47	2,356,755.47
Total Expenses	<u>\$84,878.43</u>	<u>\$280,945.26</u>	<u>\$2,396,497.01</u>	<u>\$2,762,320.70</u>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>				
Interest Income	\$148.80			\$148.80
Interest Income		\$74.45		74.45
Interest Income			\$1.40	1.40
Total Other Revenues (Expenses) & Gains (Losses)	<u>\$148.80</u>	<u>\$74.45</u>	<u>\$1.40</u>	<u>\$224.65</u>
<b>Change In Net Assets</b>	<b>(\$25,185.00)</b>	<b>\$363,064.62</b>	<b>\$1,803,543.10</b>	<b>\$2,141,422.72</b>
<b>Net Assets At Beginning Of Year</b>	<u><b>\$242,797.09</b></u>	<u><b>\$1,238,693.26</b></u>	<u><b>(\$2,444,277.84)</b></u>	<u><b>(\$962,787.49)</b></u>
<b>Net Assets At End Of Year</b>	<u><u><b>\$217,612.09</b></u></u>	<u><u><b>\$1,601,757.88</b></u></u>	<u><u><b>(\$640,734.74)</b></u></u>	<u><u><b>\$1,178,635.23</b></u></u>

**Poitras East CDD**  
Budget to Actual  
For the Month Ending 12/31/2022

	Year To Date			FY 2023 Adopted Budget	Percentage Spent
	Actual	Budget	Variance		
<b><u>Revenues</u></b>					
On-Roll Assessments	\$ 9,798.79	\$ 90,306.25	\$ (80,507.46)	\$ 361,225.00	20.05%
Off-Roll Assessments	49,641.99	-	49,641.99	-	
Other Income & Other Financing Sources	103.85	-	103.85	-	
Carryforward Revenue	12,875.00	12,875.00	-	51,500.00	25.00%
<b>Net Revenues</b>	<b>\$ 72,419.63</b>	<b>\$ 103,181.25</b>	<b>\$ (30,761.62)</b>	<b>\$ 412,725.00</b>	<b>17.55%</b>
<b><u>General &amp; Administrative Expenses</u></b>					
Supervisor Fees	\$ 600.00	\$ 1,200.00	\$ (600.00)	\$ 4,800.00	12.50%
D&O Insurance	2,694.00	756.25	1,937.75	3,025.00	89.06%
Trustee Services	5,648.38	1,500.00	4,148.38	6,000.00	94.14%
Management	8,750.01	8,750.00	0.01	35,000.00	25.00%
Engineering	1,156.88	3,000.00	(1,843.12)	12,000.00	9.64%
Dissemination Agent	-	1,250.00	(1,250.00)	5,000.00	0.00%
Property Appraiser	-	50.00	(50.00)	200.00	
District Counsel	6,545.02	7,500.00	(954.98)	30,000.00	21.82%
Assessment Administration	7,500.00	1,875.00	5,625.00	7,500.00	100.00%
Reamortization Schedules	-	62.50	(62.50)	250.00	0.00%
Audit	-	1,500.00	(1,500.00)	6,000.00	0.00%
Arbitrage Calculation	-	125.00	(125.00)	500.00	0.00%
Travel and Per Diem	-	75.00	(75.00)	300.00	0.00%
Telephone	-	12.50	(12.50)	50.00	0.00%
Postage & Shipping	0.81	125.00	(124.19)	500.00	0.16%
Copies	-	250.00	(250.00)	1,000.00	0.00%
Legal Advertising	1,533.52	3,000.00	(1,466.48)	12,000.00	12.78%
Bank Fees	-	45.00	(45.00)	180.00	0.00%
Miscellaneous	-	1,628.75	(1,628.75)	6,515.00	0.00%
Meeting Room	53.55	100.00	(46.45)	400.00	13.39%
Office Supplies	125.00	62.50	62.50	250.00	50.00%
Web Site Maintenance	-	705.00	(705.00)	2,820.00	0.00%
Holiday Decorations	-	250.00	(250.00)	1,000.00	0.00%
Dues, Licenses, and Fees	175.00	43.75	131.25	175.00	100.00%
<b>Total General &amp; Administrative Expenses</b>	<b>\$ 34,782.17</b>	<b>\$ 33,866.25</b>	<b>\$ 915.92</b>	<b>\$ 135,465.00</b>	<b>25.68%</b>
<b><u>Field Operations</u></b>					
<b>Electric Utility Services</b>					
Electric	\$ 359.27	\$ 1,250.00	\$ (890.73)	\$ 5,000.00	7.19%
<b>Water-Sewer Combination Services</b>					
Water Reclaimed	2,494.37	7,500.00	(5,005.63)	30,000.00	8.31%
<b>Other Physical Environment</b>					
General Insurance	3,294.00	925.00	2,369.00	3,700.00	89.03%
Property & Casualty Insurance	10,903.00	2,200.00	8,703.00	8,800.00	123.90%
Other Insurance	-	25.00	(25.00)	100.00	0.00%
Irrigation Repairs	685.00	3,750.00	(3,065.00)	15,000.00	4.57%
Landscaping Maintenance & Material	28,293.76	13,290.00	15,003.76	53,160.00	53.22%
Tree Trimming	-	125.00	(125.00)	500.00	0.00%
Flower & Plant Replacement	-	1,875.00	(1,875.00)	7,500.00	0.00%
Contingency	-	7,000.00	(7,000.00)	28,000.00	0.00%
<b>Road &amp; Street Facilities</b>					
Entry and Wall Maintenance	-	750.00	(750.00)	3,000.00	0.00%
Hardscape Maintenance	-	1,250.00	(1,250.00)	5,000.00	0.00%
Alleyway Maintenance	-	2,500.00	(2,500.00)	10,000.00	0.00%
Streetlights	-	6,250.00	(6,250.00)	25,000.00	0.00%
Accent Lighting	-	125.00	(125.00)	500.00	0.00%
Liftstation Maintenance	1,066.86	3,750.00	(2,683.14)	15,000.00	7.11%
<b>Parks &amp; Recreation</b>					
Personnel Leasing Agreement	3,000.00	3,000.00	-	12,000.00	25.00%
<b>Reserves</b>					
Infrastructure Capital Reserve	-	10,000.00	(10,000.00)	40,000.00	0.00%
Alleyway Reserve	-	3,750.00	(3,750.00)	15,000.00	0.00%
<b>Total Field Operations Expenses</b>	<b>\$ 50,096.26</b>	<b>\$ 69,315.00</b>	<b>\$ (19,218.74)</b>	<b>\$ 277,260.00</b>	<b>18.07%</b>
<b>Total Expenses</b>	<b>\$ 84,878.43</b>	<b>\$ 103,181.25</b>	<b>\$ (18,302.82)</b>	<b>\$ 412,725.00</b>	<b>20.57%</b>
<b><u>Other Revenues (Expenses) &amp; Gains (Losses)</u></b>					
Interest Income	\$ 148.80	\$ -	\$ 148.80	\$ -	
<b>Total Other Revenues (Expenses) &amp; Gains (Losses)</b>	<b>\$ 148.80</b>	<b>\$ -</b>	<b>\$ 148.80</b>	<b>\$ -</b>	
<b>Net Income (Loss)</b>	<b>\$ (12,310.00)</b>	<b>\$ -</b>	<b>\$ (12,310.00)</b>	<b>\$ -</b>	

Poitras East CDD  
Cash Flow

Beg. Cash		FY22 Inflows	FY22 Outflows	FY23 Inflows	FY23 Outflows	End. Cash
10/1/2021	15,902.20	-	(175.00)	-	-	6,667.23
11/1/2021	6,667.23	234,738.59	(22,019.87)	-	-	217,527.95
12/1/2021	217,527.95	25,997.11	(17,413.74)	-	-	226,111.32
1/1/2022	226,111.32	31,563.90	(3,946.31)	-	-	253,728.91
2/1/2022	253,728.91	1,819.39	(7,722.54)	-	-	247,825.76
3/1/2022	247,825.76	76,935.85	(15,641.93)	-	-	309,119.68
4/1/2022	309,119.68	14,219.44	(36,002.99)	-	-	287,336.13
5/1/2022	287,336.13	21,687.04	(10,146.33)	-	-	298,876.84
6/1/2022	298,876.84	1,051.12	(15,971.96)	-	-	283,956.00
7/1/2022	283,956.00	3.35	(10,822.80)	-	(60.00)	273,076.55
8/1/2022	273,076.55	3.62	(20,571.60)	-	-	252,508.57
9/1/2022	252,508.57	20.60	(37,748.09)	-	(16,891.00)	197,890.08
10/1/2022	197,890.08	-	(10,742.01)	2.55	(10,591.67)	176,558.95
11/1/2022	176,558.95	-	(11,329.64)	2,872.00	(15,751.04)	152,350.27
12/1/2022	152,350.27	-	-	56,703.17	(39,151.87)	169,901.57
1/1/2023	169,901.57	-	-	-	-	169,901.57 as of 01/10/2023
		408,040.01	(221,189.81)	59,577.72	(82,445.58)	