

# **HARMONY WEST**

**COMMUNITY DEVELOPMENT**

**DISTRICT**

**December 15, 2022**

**BOARD OF SUPERVISORS**

**REGULAR MEETING**

**AGENDA**

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**AGENDA**  
**LETTER**

**Harmony West Community Development District**  
**OFFICE OF THE DISTRICT MANAGER**  
**2300 Glades Road, Suite 410W•Boca Raton, Florida 33431**  
**Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013**

December 8, 2022

**ATTENDEES:**  
Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

Board of Supervisors  
Harmony West Community Development District

Dear Board Members:

The Board of Supervisors of the Harmony West Community Development District will hold a Regular Meeting on December 15, 2022 at 10:30 a.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744. The agenda is as follows:


1. Call to Order/Roll Call
2. Public Comments
3. Administration of Oath of Office to Supervisors Robyn Bronson and Chris Tyree (*the following will be provided in a separate package*)
  - A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - B. Membership, Obligations and Responsibilities
  - C. Financial Disclosure Forms
    - I. Form 1: Statement of Financial Interests
    - II. Form 1X: Amendment to Form 1, Statement of Financial Interests
    - III. Form 1F: Final Statement of Financial Interests
  - D. Form 8B: Memorandum of Voting Conflict
4. Consideration of Proposals/Agreements
  - A. Aquatic Weeds, Canal Clean Up Proposal
  - B. Lake Pros, LLC, Initial Clean-Up Agreement
    - Canal Maintenance Agreement
  - C. Southern Lakes Aquatic Management, LLC, Canal Clean Up Proposal
5. Ratification Items
  - A. Acquisition Agreement

- B. Acquisition of Phase 2A Utilities Improvements
- 6. Acceptance of Unaudited Financial Statements as of October 31, 2022
- 7. Approval of Minutes
  - A. November 17, 2022 Landowners’ Meeting
  - B. November 17, 2022 Regular Meeting
- 8. Staff Reports
  - A. District Counsel: *KE Law Group, PLLC*
  - B. District Engineer: *Poulos & Bennett, LLC*
  - C. Field Operations Manager: *Association Solutions of Central Florida, Inc.*
  - D. District Manager: *Wrathell, Hunt and Associates, LLC*
    - NEXT MEETING DATE: January 19, 2023 at 10:30 AM
      - QUORUM CHECK

SEAT 1	ROBYN BRONSON	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	CHRIS TYREE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	WILLIAM FIFE	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	JOHN WIGGINS	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	ROGER VAN AUKER	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 9. Board Members’ Comments/Requests
- 10. Public Comment
- 11. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 346-5294 or Daniel Rom at (561) 909-7930.

Sincerely,  
  
 Cindy Cerbone  
 District Manager

**FOR BOARD MEMBERS & STAFF TO ATTEND BY TELEPHONE**  
**CALL-IN NUMBER: 1-888-354-0094**  
**PARTICIPANT CODE: 528 064 2804**

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4A**

# Aquatic Weed Removal

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## Harmony West Canal

Forestar John Wiggins

**Project:**

### Harmony West Canal

1064 Greenwood Blvd, Suite 200  
Lake Mary, Florida 32746



AQUATIC WEEDS

Brett Collins  
Captain

# Service Provider Information

## Company Info



Aquatic Weeds  
1115 minnesota ave  
St. Cloud, FL 34769

P: 407-205-2537  
<http://www.aquaticweeds.com>

## Contact Person

Brett Collins  
Captain  
[brett@aquaticweeds.com](mailto:brett@aquaticweeds.com)  
Cell: 407-205-2537  
Office 407-205-2537

## About Us

### THE ENVIRONMENTAL-FRIENDLY ALTERNATIVE TO AQUATIC WEED CLEANUP

We are proud to service Florida homeowners and government agencies by safely cleaning and restoring waterfront properties, lakes, waterways, canals and ponds. With our specialized aquatic work boat equipment, we can quickly remove overgrown vegetation, pond weeds and sediment to restore beauty and clear access. And you can immediately enjoy lakefront living, as it was meant to be.

Our services of mechanical harvesting are 100% chemical-free, and are the only truly safe way to remove aquatic weeds without destroying the environment, wildlife habitats, aquatic and amphibious life, not to mention causing harm to humans as well. Keep your waterways clean and your family safe with mechanical harvesting removal of pond and lake weeds.

## Aquatic Weeds Cleanup Phase 1

1. Our company will use a mechanical harvester at the site address to remove as much of the heavy vegetation as possible. It's expected that the removal of the heavy vegetation at 110,000 square feet. Vegetation will be placed on the shoreline at the site address. It will be the owner's responsibility to remove the debris.
2. NOTE: Vegetation may have root residue that may float to the surface once work is complete. Our company are not responsible for permits or replacing the grass/sod to the banks of the yard/pond/lake. Our company is not responsible after the pond/lake is clean and complete to remove the vegetation root residue that may float to the surface.
3. Proposal price is good for 30 days. Due to unforeseen growth of vegetation, price is subject to change after 30 days from proposal date.

Total Price: \$27,500.00

## Aquatic Weeds Cleanup Phase 2

1. Our company will use a mechanical harvester at the site address to remove as much of the heavy vegetation as possible. It's expected that the removal of the heavy vegetation at 145,000 square feet. Vegetation will be placed on the shoreline at the site address. It will be the owner's responsibility to remove the debris.
2. NOTE: Vegetation may have root residue that may float to the surface once work is complete. Our company are not responsible for permits or replacing the grass/sod to the banks of the yard/pond/lake. Our company is not responsible after the pond/lake is clean and complete to remove the vegetation root residue that may float to the surface.
3. Proposal price is good for 30 days. Due to unforeseen growth of vegetation, price is subject to change after 30 days from proposal date.

Total Price: \$29,750.00

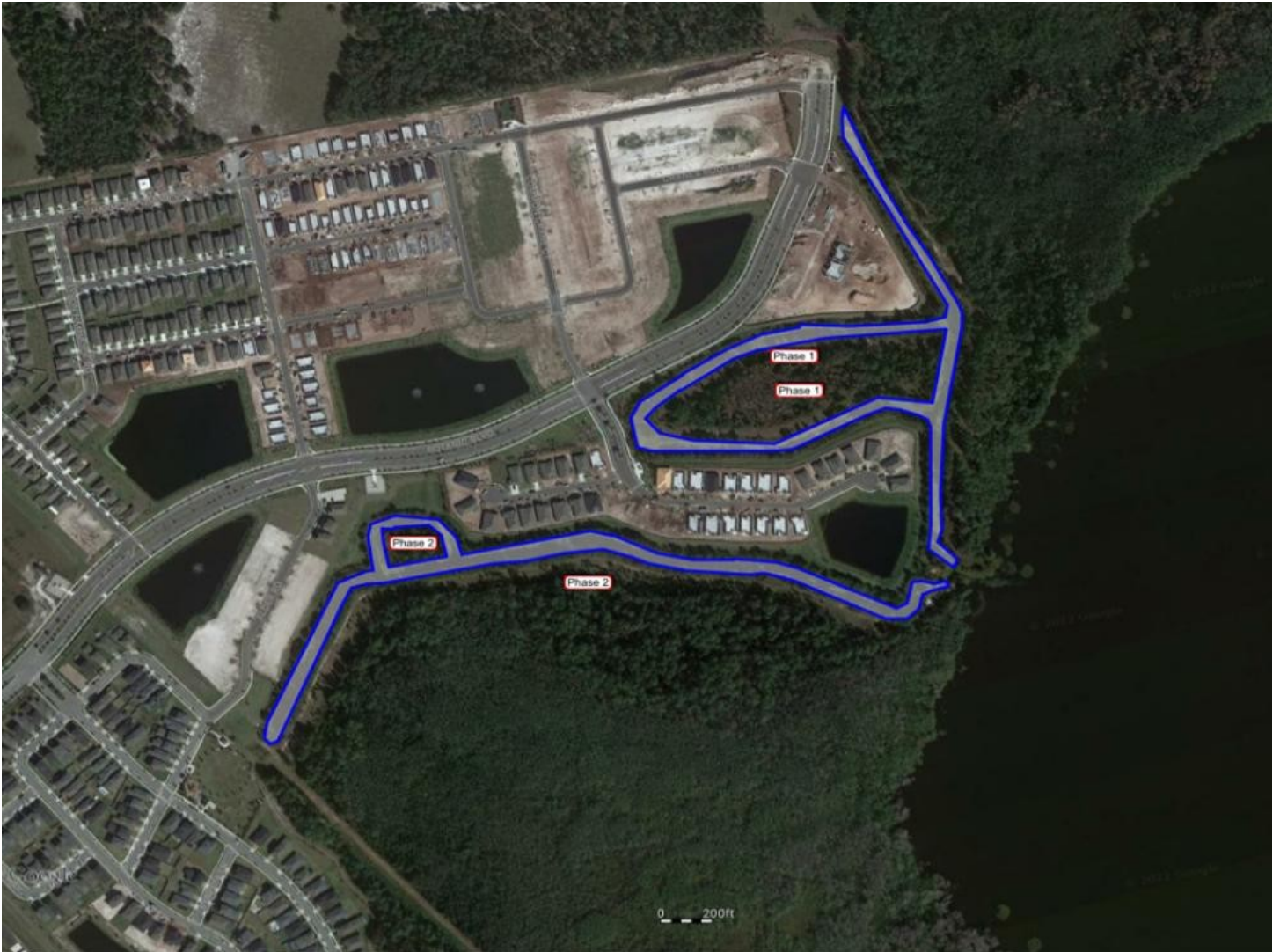
## Tree Under Brush

1. NOTE: Vegetation may have root residue that may float to the surface once work is complete. Our company are not responsible for permits or replacing the grass/sod to the banks of the yard/pond/lake. Our company is not responsible after the pond/lake is clean and complete to remove the vegetation root residue that may float to the surface.
2. Proposal price is good for 30 days. Due to unforeseen growth of vegetation, price is subject to change after 30 days from proposal date.

Total Price: \$9,600.00



## Harmony West



**Notes:**

## Image



## Notes:

## Image



## Notes:

## Image



## Notes:

## Image



## Notes:

## Image



## Notes:

## Image



## Notes:

# Price Breakdown: Harmony West Canal



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on November 01, 2022. **Job Number:** 2022-1692

Item	Description	Cost
1	Aquatic Weeds Cleanup Phase 1	\$27,500.00
2	Aquatic Weeds Cleanup Phase 2	\$29,750.00
3	Tree Under Brush	\$9,600.00
<b>Total:</b>		<b>\$66,850.00</b>

## Authorization to Proceed & Contract

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal/contract it must be in a new contract or added to this contract.

This proposal is good for 30 days from date of quote.

Aquatic Weeds Inc. reserves the right to make price adjustments should the square foot of the removal of the vegetation has grown since the last property inspection.

Please see all attachments for special conditions that may pertain to aspects of this project.

## Payment Terms

We agree to pay the total sum or balance in full upon completion of this project.

I am authorized to approve and sign this project as described in this proposal.

Date: \_\_\_\_\_

Forestar John Wiggins | Land Development  
Manager  
Harmony West Canal  
1064 Greenwood Blvd, Suite 200  
Lake Mary, Florida 32746  
[johnwiggins@forestar.com](mailto:johnwiggins@forestar.com)  
C: 407-205-3046  
O: 407-552-7934

Brett Collins | Captain  
Aquatic Weeds  
1115 minnesota ave  
St. Cloud, FL 34769  
E: [brett@aquaticweeds.com](mailto:brett@aquaticweeds.com)  
C: 407-205-2537  
P: 407-205-2537  
<http://www.aquaticweeds.com>



## Aquatic Weeds Terms and Conditions

1. I authorize this work to be done. Prices do not include electrical wiring or connections. **Aquatic Weeds does not assume any responsibility for damage to driveways, landscaping, sod, sprinkler systems, sidewalks, fences, waterlines, concrete areas, underground damages or mound stabilization, unless otherwise agreed to in writing.**
2. Approvals, Permits, Licenses, etc.: Unless otherwise agreed upon in writing Customer shall be responsible for securing, at its expense all necessary permits, approvals, easements, and judicial and/or administrative orders to enable the Company to perform the Services.
3. Aquatic Weeds may from time to time, act as an Agent on behalf of the customer to obtain all necessary permits, surveys, measurements, engineering, or any other legal requirement in order to complete this project. I understand that if additional fees or payments are required to complete this project, I fully authorize Aquatic Weeds and agree to pay any costs or fees that may be incurred.
4. Time for Performance: Aquatic Weeds (hereafter referred to as, "The Company") will not be responsible for any delay or delays that, indirectly, result from or are contributed to be Customer's failure to perform its obligations hereunder or by any cause beyond the Company's reasonable control, including but not limited to: fire, flood, or other act of god: strike or other labor disagreement: acts or requirements of governmental or other civil actions: riot, war, embargo: shortage of labor, material, or energy. If equipment, materials, personnel, or supplies remain on customer's site at Customer's request during such a period delay, invoices will be rendered in accordance with the description of work set forth herein (the "Scope of Support"), and customer will also pay the Company for all extra costs and expenses by the company.
5. Representations and Warranties of the Company: The Company shall perform the Services in material conformance with all applicable Local, State, and Federal Laws, regulations, and guidelines and in conformance with the Scope of Work.
6. Exclusion of Other Representations and Warranties: THE REPRESENTATIONS AND WARRANTIES GIVEN IN PARAGRAPH (2) ARE THE ONLY REPRESENTATIONS AND WARRANTIES GIVEN BY THE COMPANY WITH RESPECT TO THE SERVICES TO BE PERFORMED IN CONNECTION HERewith AND ARE IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES WHETHER EXPRESS, IMPLIED, OR STATUTORY INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
7. Limitations of Liability : The Company shall not be liable for any liabilities, claims, demands, expenses, or losses incurred by the Customer or other parties as a result of any claim, suit, or proceeding based on (i) changes in applicable laws or regulations after the Services are completed; (ii) acts or occurrences outside the Scope of the services; (iii) release of toxic materials or hazardous Substances to the equipment which are not a result of the gross negligence or willful misconduct of the Company; or (iv) failure of Customer to obtain required permits, licenses or approvals.
8. Terms and Methods of Payment: Unless otherwise agreed in writing, itemized invoices will be submitted for payment to Customer either (i) every week or (ii) upon completion of the Services whichever is the lesser.
  - (a) All invoices are due and payable upon receipt.
  - (b) All payments received thirty (30) days after the invoice date will be assessed a late payment service charge of 1.5% per month for each month and amount under such invoice remains unpaid, or, if lower, the maximum allowed by applicable law. All payments received will be applied first to unpaid late payment service charges and then to the invoice balance.
  - (c) The Company may, at any time or time, suspend performance of the Services or require security or other adequate assurance satisfactory to the Company, when in the Company's opinion the financial condition of Customer or other grounds for insecurity warrant such action.
9. Delinquent Payments: In the event Customer fails to make any payment when due, the Customer shall pay, in addition to all other sums payable hereunder, the reasonable costs and expenses incurred by the Company in connection with all actions taken to enforce collection or to preserve and protect its rights hereunder, whether by legal proceedings or otherwise, including, without limitation, reasonable attorneys' fees and court costs
10. Claims: Unless otherwise agreed in writing, claims relating in any way to any portion of the Services must be made promptly within two (2) days after such Services are performed and must be confirmed in writing within five (5) days thereafter. In no event shall Customer hold back payment for invoices during any period such claims are pending.
11. CANCELLATION POLICY AND REFUNDS: If the Customer decides to cancel a job or project prior to the actual work commencement, the Company will deduct all costs incurred for the project (permits, surveys, mobilization, office expenses, etc.) up to and until a written cancellation notice is received. The remaining balance of the deposit received

after expenses will be returned to the customer within 10 business days.

12. Taxes: Unless otherwise agreed in writing, Customer shall be responsible for all sales, use, excise, or other taxes.
13. Site Conditions: Customer shall furnish the following information to the Company with respect to the site on which the Services are to be performed (the "Site") : (i) the physical characteristics (ii) soil reports and subsurface investigations; (iii) legal limitations and restrictions; (iv) utility locations; (v) legal description and survey; (vi) other reports or documents which may be reasonably requested by the company. Customer shall also advise the Company of any special chemical or physical hazards associated with the Site and materials to be handled by the Company in performance of the Services.
14. Indemnification:
  - (a) Customer shall indemnify and hold Company harmless against any and all liabilities, claims, demands, expenses, or losses resulting from (i) the performance of the Services in compliance with the Customer's instructions or specifications, (ii) the negligent or intentional acts or omissions of Customer, its employees, officers, agents, directors or subcontractors, (iii) release of toxic materials or hazardous
  - (b) The Company shall indemnify and hold the customer harmless against any and all liabilities, claims, demands, expenses, or losses resulting from the negligent or intentional acts or omissions of the Company, its employees, officers, agents, directors, or subcontractors; provided, however, that the amount of such indemnification is limited to the price of the Services which gave rise to the claim for indemnification.
15. Change Orders:
  - (a) Any changes in the Scope of Services as set forth in the Scope of Work set forth herein shall be agreed to in writing between the customer and company and shall be on only mutually agreed time and financial basis.
  - (b) In an emergency affecting the safety of persons or property, the Company shall act in its own discretion, to prevent threatened damage, injury or loss. Within five (5) days after taking such action, the Company shall supply a detailed report to Customer which shall specify the emergency, the action taken, and such other information as the Company shall reasonably feel is necessary to fully explain the emergency. The Company shall invoice Customer, and the Customer shall pay for all extra costs incurred by the company in the event of such emergency unless such emergency was caused by the gross negligence or willful misconduct of Company.
16. Records and Data: All records and data generated by the Company in the performance of the Services remain the property of the Company. The Company shall retain such records and data for a period of two (2) years or such longer period required by law. If requested, copies will be provided to the Customer, at the Customer's expense.
17. Independent Contractor: Company shall perform the Services in accordance with the attached Scope of Work as approved by Customer. Customer shall have no right to exercise any control or direction over the employees or agents of the Company in connection with the services. Neither party shall have authority: (i) to employ any person as agent or employee for or on behalf of the other party or (ii) to make any representations or assume or create any obligation, expressed or implied, on behalf of the other party.
18. Entire Agreement: It is hereby further understood and agreed that the express terms of the attached Scope of Work and the Company's Terms and Conditions constitute the entire Agreement between the Customer and Company and there are no other agreements, representations, or understandings between Company and Customer relating to the Scope of Work or the Services to be performed by the Company in accordance therewith, and that all agreements, representations, and understandings of the parties with respect to the Services to be performed by the Company are merged with and superseded by the terms of the attached Scope of Work and these Terms and Conditions. No provisions of the Company's Scope of Work or the Company's Terms and Conditions may be waived, altered, or modified in any manner unless the same shall be set forth in writing and signed by a duly authorized officer of the Company. In the event that any purchase orders, requisitions, or any other notice of authorization to proceed in accordance with Scope of Work contains any provision, term or condition which is in addition to or inconsistent with any provisions herein, no inconsistent provisions, terms, or conditions shall be deemed to have been tacitly accepted by the Company by reason of the Company's commencement of Services pursuant to any such purchase orders, requisitions, or other authorization to proceed. The Company's Terms and Conditions shall supersede any such purchase orders, requisitions, or other authorization to proceed.
19. Governing Law: It is expressly agreed and stipulated that this contract shall be deemed to have been made and to be performed in the State of Florida, and all questions concerning the validity, interpretation, or performance of any of its terms or provisions, or of any rights or obligations of the parties hereto shall be governed by and resolved in accordance with the laws of said state.

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4B**



November 1, 2022

Harmony, St Cloud  
C/O Forestar

Name: William Fife, LCAM  
Phone: (407) 850-3042  
Email: [williamfife@forestar.com](mailto:williamfife@forestar.com)  
Address: 1064 Greenwood Blvd, Ste 200  
Lake Mary, FL, 32746

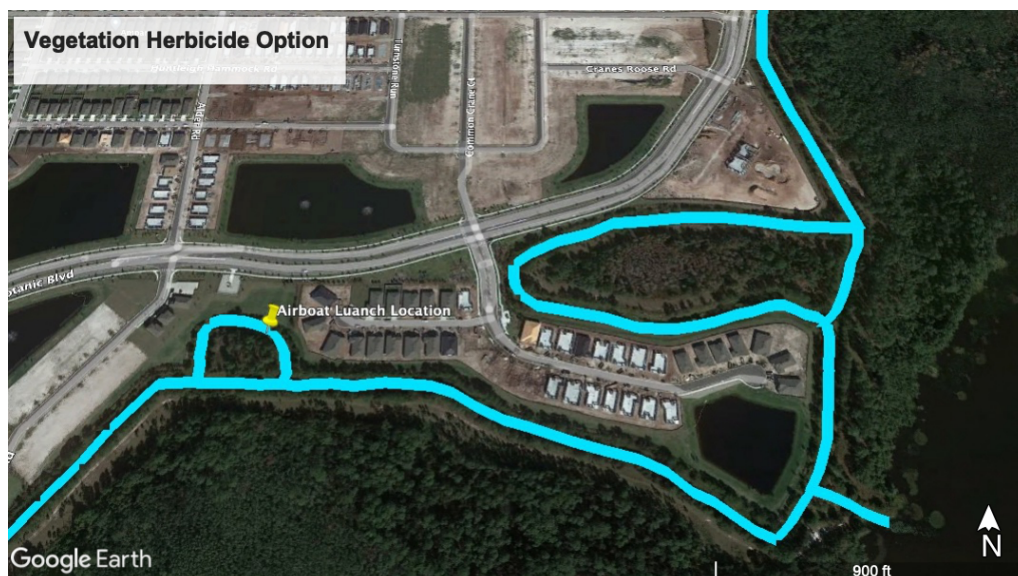
**This agreement, made by and between Lake Pros, LLC., ("Contractor") and Harmony ("Owner")**

***- Initial Clean-up Agreement-***

**Harmony, St Cloud: Canal management services for 1 canal**

- Algae and Aquatic Weed Control (4 Applications)
- Border Grass and Brush Control (4 Applications)
- Water testing (pH and Dissolved Oxygen) (4 Events)
- Casual Debris and Trash Removal (4 Events)
- Treatment Reporting (1 Report)

**1x Clean-up Investment: \$4,550.00**



3885 Shader Road, Orlando, Florida 32808

 (407) 445-2000  [www.lakepro.co](http://www.lakepro.co)

Terms and Conditions:

1. LAKE PROS monthly treatments include EPA certified herbicides applications, beneficial bacteria, casual debris clean up, and structure monitoring. Services outside of the maintenance scope will be subject to a one-time fee that is agreed upon by the CUSTOMER in writing.
2. Debris clean-up is limited to casual debris: such as cups, cans, bags, and other non-natural materials along the shoreline. Debris Clean-up service does NOT include extensive debris and trash cleanup in the event of a major storm event. (Example: Hurricane). Does NOT include construction debris, tires, shopping carts, and other large, discarded debris.
3. This agreement shall automatically renew for its original term on the anniversary starting date of this contract. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing.
4. Invoices submitted for work completed shall be paid within 30 days of receipt. If payment has not been received within 30 days, invoices will accrue an interest at 2% per month. After two consecutive months without receiving payment, the account will be put on hold.
5. CUSTOMER understands that the annual investment amount has been spread out over a twelve-month period. If the CUSTOMER puts the account on hold, or LAKE PROS puts the account on hold due to lack of payment, an additional start-up fee may be required.
6. LAKE PROS will maintain insurance coverage, which includes General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
7. The Customer agrees to inform LAKE PROS in writing if any lake or pond areas have been, or are scheduled, to be mitigated (planted with required or beneficial aquatic vegetation). Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of the agreement.
8. If at any time during the agreement, the customer is not satisfied with LAKE PROS service, the customer can cancel the agreement with a 30-day written notice.
9. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. LAKE PROS will notify the customer of such restriction. It shall be the customer's responsibility to observe the restrictions throughout the required period. The customer understands and agrees that, notwithstanding any other provision of the agreement, LAKE PROS does not assume any liability for failure by any party to be notified of, or to observe. The above regulations.
10. LAKE PROS shall not be responsible for acts beyond our control. These include, but aren't limited to, adverse weather conditions, Acts of God, Strikes, government regulations or order, acts of vandalism, theft or third-party actions.
11. The customer warrants that he or she is authorized to execute the water management agreement on behalf of the riparian owner and to hold LAKE PROS harmless for consequences of such service not arising out of the sole negligence of LAKE PROS.
12. LAKE PROS agrees to hold the customer harmless from any loss, damage, or claims arising out of the sole negligence of LAKE PROS. However, LAKE PROS shall in no event be liable to the customer or others indirect, special or consequential damages resulting from any cause whatsoever.
13. Water use restrictions ensuing treatment are rarely required. If required, LAKE PROS will notify the customer in writing. LAKE PROS will not be held responsible if customer fails to follow water use restrictions.

**Customer Acceptance:**

"OWNER"

"CONTRACTOR"  
Lake Pros, LLC

Signature: \_\_\_\_\_

Signature: Chad Bass

Print: \_\_\_\_\_

Print: Chad Bass

Date: \_\_\_\_\_

Date: 11/1/22

3885 Shader Road, Orlando, Florida 32808

# Vegetation Removal Locations





*November 1, 2022*

Harvest Landing  
C/O Forestar

Name: William Fife, LCAM  
Phone: (407) 850-3042  
Email: [williamfife@forestar.com](mailto:williamfife@forestar.com)  
Address: 1064 Greenwood Blvd, Ste 200  
Lake Mary, FL, 32746

**This agreement, made by and between Lake Pros, LLC., ("Contractor") and Harmony, St. Cloud ("Owner")**

***-Canal Maintenance Agreement-***

**Harmony, St Cloud: Lake management services for 1 canal**

- Algae and Aquatic Weed Control
- Border Grass and Brush Control
- Water testing (pH and Dissolved Oxygen)
- Underwater and Floating Vegetation Control
- Casual Debris and Trash Removal
- Treatment and Inspection Reporting

**Monthly Canal Maintenance \$750.00**

**Annual Investment: \$9,000.00**

3885 Shader Road, Orlando, Florida 32808

 (407) 445-2000  [www.lakepro.co](http://www.lakepro.co)

Terms and Conditions:

1. LAKE PROS monthly treatments include EPA certified herbicides applications, beneficial bacteria, casual debris clean up, and structure monitoring. Services outside of the maintenance scope will be subject to a one-time fee that is agreed upon by the CUSTOMER in writing.
2. Debris clean-up is limited to casual debris: such as cups, cans, bags, and other non-natural materials along the shoreline. Debris Clean-up service does NOT include extensive debris and trash cleanup in the event of a major storm event. (Example: Hurricane). Does NOT include construction debris, tires, shopping carts, and other large, discarded debris.
3. This agreement shall automatically renew for its original term on the anniversary starting date of this contract. The monthly service amount may be adjusted, as agreed upon by both Parties, and set forth in writing.
4. Invoices submitted for work completed shall be paid within 30 days of receipt. If payment has not been received within 30 days, invoices will accrue an interest at 2% per month. After two consecutive months without receiving payment, the account will be put on hold.
5. CUSTOMER understands that the annual investment amount has been spread out over a twelve-month period. If the CUSTOMER puts the account on hold, or LAKE PROS puts the account on hold due to lack of payment, an additional start-up fee may be required.
6. LAKE PROS will maintain insurance coverage, which includes General Liability Property Damage, Automobile Liability, and Workman's Compensation at its own expense.
7. The Customer agrees to inform LAKE PROS in writing if any lake or pond areas have been, or are scheduled, to be mitigated (planted with required or beneficial aquatic vegetation). Emergent weed control may not be performed within mitigated areas, new or existing, unless specifically stated by separate contract or modification of the agreement.
8. If at any time during the agreement, the customer is not satisfied with LAKE PROS service, the customer can cancel the agreement with a 30-day written notice.
9. Federal and State regulations require that various water time-use restrictions be observed during and following some treatments. LAKE PROS will notify the customer of such restriction. It shall be the customer's responsibility to observe the restrictions throughout the required period. The customer understands and agrees that, notwithstanding any other provision of the agreement, LAKE PROS does not assume any liability for failure by any party to be notified of, or to observe. The above regulations.
10. LAKE PROS shall not be responsible for acts beyond our control. These include, but aren't limited to, adverse weather conditions, Acts of God, Strikes, government regulations or order, acts of vandalism, theft or third-party actions.
11. The customer warrants that he or she is authorized to execute the water management agreement on behalf of the riparian owner and to hold LAKE PROS harmless for consequences of such service not arising out of the sole negligence of LAKE PROS.
12. LAKE PROS agrees to hold the customer harmless from any loss, damage, or claims arising out of the sole negligence of LAKE PROS. However, LAKE PROS shall in no event be liable to the customer or others indirect, special or consequential damages resulting from any cause whatsoever.
13. Water use restrictions ensuing treatment are rarely required. If required, LAKE PROS will notify the customer in writing. LAKE PROS will not be held responsible if customer fails to follow water use restrictions.

**Customer Acceptance:**

"OWNER"

"CONTRACTOR"  
Lake Pros, LLC

Signature: \_\_\_\_\_

Signature: Chad Bass

Print: \_\_\_\_\_

Print: Chad Bass

Date: \_\_\_\_\_

Date: 11/1/22

3885 Shader Road, Orlando, Florida 32808



**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**4C**



Southern Lakes Aquatic Management, LLC  
3088 Dover Road  
Havana, FL 32333

November 7, 2022

Forestar (USA) Real Estate Group Inc.  
1064 Greenwood Blvd., Site 200  
Lake Mary, FL 32746

Southern Lakes Aquatic Management will provide services as follows:

- Clean up and clear out approximately 10 acres of the canal located in Harmony West

Equipment to be used:

- Aquatic harvester
- Excavator

This proposal does not include haul off of weeds.

Proposal \$21,150.00

If you have any questions regarding this Proposal, please feel free to reach out to me @ 850-895-7079.

Thank you for the opportunity to work with you.

Thank you,

Winston Fogler  
Southern Lakes Aquatic Management, LLC.

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Approval for Services

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5A**

## ACQUISITION AGREEMENT

**THIS ACQUISITION AGREEMENT (“Agreement”)** is made and entered into, by and between:

**FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, with an address of 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 (“**Developer**”), and

**HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (“**District**”).

### RECITALS

**WHEREAS**, the District was established by ordinance enacted by the Board of County Commissioners of Osceola County, Florida, pursuant to the Uniform Community Development District Act of 1980, Chapter 190, *Florida Statutes*, as amended (“**Act**”), and is validly existing under the Constitution and laws of the State of Florida; and

**WHEREAS**, the Act authorizes the District to issue bonds for the purpose, among others, of planning, financing, constructing, and acquiring certain infrastructure, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure within or without the boundaries of the District; and

**WHEREAS**, the Developer is the owner of lands within the boundaries of the District; and

**WHEREAS**, the District presently intends to finance the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities, and services known as the “**Project**” and as detailed in the *Revised Master Engineer’s Report*, dated April 21, 2022 (“**Engineer’s Report**”), attached to this Agreement as **Exhibit A**; and

**WHEREAS**, the District intends to finance all or a portion of the Project through the use of proceeds from future special assessment bonds (“**Bonds**”); and

**WHEREAS**, the District has not had sufficient monies on hand to allow the District to contract directly for: (i) the preparation of the surveys, testing, reports, drawings, plans, permits, specifications, and related documents necessary to complete the Project (“**Work Product**”); or (ii) construction and/or installation of the improvements comprising the Project (“**Improvements**”); and

**WHEREAS**, the District acknowledges the Developer’s need to commence development of the lands within the District in an expeditious and timely manner; and

**WHEREAS**, in order to avoid a delay in the commencement of the development of the Work Product and/or the Improvements, the Developer has funded, commenced, and completed and/or will complete certain of the Work Product and/or Improvements; and

**WHEREAS**, the Developer and the District are entering into this Agreement to set forth the process by which the District may acquire the Work Product, the Improvements, and any related real

property interests (“**Real Property**”) and in order to ensure the timely provision of the infrastructure and development.

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

**1. INCORPORATION OF RECITALS.** The recitals stated above are true and correct and by this reference are incorporated as a material part of this Agreement.

**2. WORK PRODUCT AND IMPROVEMENTS.** The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an “**Acquisition Date**”). Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), and the requirements of this Agreement, the District agrees to acquire completed Work Product and Improvements that are part of the Project.

- a. **Request for Conveyance and Supporting Documentation** – When Work Product or Improvements are ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the Work Product and/or Improvement and estimated cost. Additionally, Developer agrees to provide, at or prior to the applicable Acquisition Date, the following: (i) documentation of actual costs paid, (ii) instruments of conveyance such as bills of sale or such other instruments as may be requested by the District, and (iii) any other releases, warranties, indemnifications or documentation as may be reasonably requested by the District.
- b. **Costs** – Subject to any applicable legal requirements (e.g., but not limited to, those laws governing the use of proceeds from tax exempt bonds), the availability of proceeds from the Bonds, and the requirements of this Agreement, the District shall pay the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for any Work Product and/or Improvements. The District Engineer shall review all evidence of cost and shall certify to the District’s Board of Supervisors (“**Board**”) whether the cost being paid is the lesser of (i) the actual cost of creation/construction of the Work Product or Improvements, and (ii) the fair market value of the Work Product or Improvements. The District Engineer’s opinion as to cost shall be set forth in an Engineer’s Certificate which shall accompany the requisition for the funds from the District’s Trustee for the Bonds (“**Trustee**”).
- c. **Conveyances on “As Is” Basis.** Unless otherwise agreed, all conveyances of Work Product and/or Improvements shall be on an “as is” basis. That said, the Developer agrees to assign, transfer and convey to the District any and all rights the Developer may have against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

- d. ***Right to Rely on Work Product and Releases*** – The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to any Work Product conveyed hereunder, as well as all common law, statutory, and other reserved rights, including all warranties and copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall reasonably obtain all releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.
  
- e. ***Transfers to Third Party Governments; Payment for Transferred Property*** – If any item acquired is to be conveyed to a third-party governmental body, then the Developer agrees to cooperate and provide such certifications, documents, bonds, warranties, and/or forms of security as may be required by that governmental body, if any. Further, the Developer shall make reasonable efforts to first transfer such Work Product and/or Improvements to the District pursuant to the terms of this Agreement, and prior to the transfer of such Work Product and/or Improvements to the third-party governmental entity. Regardless, and subject to the terms of this Agreement, any transfer, dedication, conveyance or assignment of such Work Product and/or Improvements directly to a third-party governmental entity prior to the District's acquisition of the Work Product and/or Improvements shall be deemed a transfer to the District of such Work Product and/or Improvements and then a re-transfer to the third party governmental entity.
  
- f. ***Permits*** – The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any Improvements conveyed pursuant to this Agreement.
  
- g. ***Engineer's Certification*** – The District shall accept any completed Work Product and/or Improvements where the District Engineer (or other consulting engineer reasonably acceptable to the District), in his/her professional opinion, is able to certify that, in addition to any other requirements of law: (i) the Work Product and/or Improvements are part of the Project; (ii) the price for such Work Product and/or Improvements did not exceed the lesser of the cost of creating the Work Product and/or Improvements or the fair market value of the Work Product and/or Improvements; (iii) as to Work Product, the Work Product is capable of being used for the purposes intended by the District, and, as to any Improvements, the Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended; and (iv) as to any Improvements, all known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the

District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

**3. CONVEYANCE OF REAL PROPERTY.** The Developer agrees that it will convey to the District at or prior to the applicable Acquisition Date as determined solely by the District, by a special warranty deed or other instrument acceptable to the Board together with a metes and bounds or other description, the Real Property upon which any Improvements are constructed or which are necessary for the operation and maintenance of, and access to, the Improvements.

- a. **Cost.** The parties agree that all Real Property shall be provided to the District at no cost, unless (i) the costs for the Real Property are expressly included as part of the Project, as described in the Engineer's Report, and (ii) the purchase price for the Real Property is the lesser of the appraised value of the Real Property, based on an appraisal obtained by the District for this purpose, or the cost basis of the Real Property to the Developer.
- b. **Fee Title and Other Interests** – The District may determine in its reasonable discretion that fee title for Real Property is not necessary and in such cases shall accept such other interest in the lands upon which the Improvements are constructed as the District deems acceptable.
- c. **Developer Reservation** – Any conveyance of Real Property hereunder by special warranty deed or other instrument shall be subject to a reservation by Developer of its right and privilege to use the area conveyed to construct any Improvements and any future improvements to such area for any related purposes (including, but not limited to, construction traffic relating to the construction of the Development) not inconsistent with the District's use, occupation or enjoyment thereof.
- d. **Fees, Taxes, Title Insurance** – The Developer shall pay the cost for recording fees and documentary stamps required, if any, for the conveyance of the lands upon which the Improvements are constructed. The Developer shall be responsible for all taxes and assessments levied on the lands upon which the Improvements are constructed until such time as the Developer conveys all said lands to the District. At the time of conveyance, the Developer shall provide, at its expense, an owner's title insurance policy or other evidence of title in a form satisfactory to the District.
- e. **Boundary Adjustments** – Developer and the District agree that reasonable future boundary adjustments may be made as deemed necessary by both parties in order to accurately describe lands conveyed to the District and lands which remain in Developer's ownership. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. Developer agrees that if a court or other governmental entity determines that a re-platting of the lands within the District is necessary, Developer shall pay all costs and expenses associated with such actions.

**4. TAXES, ASSESSMENTS, AND COSTS.**

- a. **Taxes and Assessments on Property Being Acquired.** The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the County tax collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.
- i. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed.
  - ii. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.
- b. **Notice.** The parties agree to provide notice to the other within thirty (30) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes, assessments, or costs imposed on the property acquired by the District as described in subsection a. above. The Developer covenants to make any payments due hereunder in a timely manner in accord with Florida law. In the event that the Developer fails to make timely payment of any such taxes, assessments, or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.
- c. **Tax liability not created.** Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

5. **ACQUISITIONS AND BOND PROCEEDS.** The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to finance portions of work acquired hereunder. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the Project acquired by the District, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property, pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any



property owned by the Developer, or is in default under any agreements between the Developer and the District, or, further, in the event the District's bond counsel determines that any such acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing. Interest shall not accrue on any amounts owed for any prior acquisitions. Unless otherwise provided in an applicable trust indenture, and in the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and, thus does not make payment to the Developer for any unfunded acquisitions, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements described in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

**6. CONTRIBUTIONS.** In connection with the issuance of the Bonds, the District will levy debt service special assessments to secure the repayment of Bonds. As described in more detail in the District's applicable assessment reports ("**Assessment Report**"), and prior to the issuance of the Bonds, the Developer may request that such debt service special assessments be reduced for certain product types. To accomplish any such requested reduction, and pursuant to the terms of this Agreement, the Developer agrees to provide a contribution of Improvements, Work Product and/or Real Property based on appraised value, comprising a portion of the Project and to meet the minimum requirements set forth in the Assessment Report, if any. Any such contributions shall not be eligible for payment by the District hereunder.

**7. IMPACT FEE CREDITS.** [RESERVED.]

**8. UTILITY CONNECTION FEES.** [RESERVED.]

**9. DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. Any default under an applicable trust indenture for the Bonds caused by the Developer and/or its affiliates shall be a default hereunder, and the District shall have no obligation to fund the Project in the event of such a default. Notwithstanding the foregoing, neither the District nor the Developer shall be liable for any consequential, special, indirect or punitive damages due to a default hereunder. Prior to commencing any action for a default hereunder, the party seeking to commence such action shall first provide written notice to the defaulting party of the default and an opportunity to cure such default within 30 days.

**10. ATTORNEYS' FEES AND COSTS.** In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

**11. AMENDMENTS.** Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both the District and the Developer.

**12. AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer; both the District and the Developer have

complied with all the requirements of law; and both the District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

**13. NOTICES.** All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, at the addresses first set forth above. Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices 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 District and counsel for the Developer may deliver Notice on behalf of the District and the Developer, respectively. 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.

**14. ARM’S LENGTH TRANSACTION.** This Agreement has been negotiated fully between the District and the Developer as an arm’s length transaction. Both 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, both parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against either the District or the Developer.

**15. THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns.

Notwithstanding the foregoing, the Trustee, acting at the direction of the Majority Owners of the Bonds, shall have the right to directly enforce the provisions of this Agreement. The Trustee shall not be deemed to have assumed any obligations under this Agreement. This Agreement may not be assigned or materially amended, and the Project may not be materially amended, without the written consent of the Trustee, acting at the direction of the Majority Owners of the Bonds, which consent shall not be unreasonably withheld.

**16. ASSIGNMENT.** Neither the District nor the Developer may assign this Agreement or any monies to become due hereunder without the prior written approval of the other.

**17. APPLICABLE LAW AND VENUE.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in the County in which the District is located.

**18. PUBLIC RECORDS.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and treated as such in accordance with Florida law.

**19. SEVERABILITY.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, or any part of this Agreement not held to be invalid or unenforceable.

**20. 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 law, 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 by sovereign immunity or by other operation of law.


**21. HEADINGS FOR CONVENIENCE ONLY.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

**22. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute, but 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.


[THIS SPACE INTENTIONALLY LEFT BLANK]

WHEREFORE, the parties below execute the *Acquisition Agreement* to be effective as of the 8th day of December, 2022.

HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT

  
By: Chris Green  
Its: Chairperson

FORESTAR (USA) REAL ESTATE GROUP INC.

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

**Exhibit A:** *Revised Master Engineer's Report*, dated April 21, 2022

Harmony West  
Community Development District  
REVISED MASTER  
ENGINEER'S REPORT FOR  
CAPITAL IMPROVEMENTS

**Prepared For**

Harmony West Community Development District

**Date**

April 21, 2022

POULOS & BENNETT

2602 East Livingston Street | Orlando, Florida 32803 | Tel: 407.487.2594 | [www.poulosandbennett.com](http://www.poulosandbennett.com)  
FBPE Certificate of Authorization No. 28567

# Harmony West

# Community Development District

REVISED MASTER ENGINEER'S REPORT FOR CAPITAL  
IMPROVEMENTS

Osceola County, Florida

**Prepared For:**

Harmony West Community Development District

**Date:**

April 21, 2022



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Harmony West Community Development District  
Revised Master Engineer's Report for Capital Improvements

Exhibits

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**Harmony West Community Development District  
Revised Master Engineer's Report for Capital Improvements**

***Section 1 Introduction***

***1.1. Background***

The Harmony West Community Development District (the "District") Revised Master Engineer's Report for Capital Improvements (the "Report") has been prepared to assist with the financing and construction of the capital improvements contemplated to be constructed, acquired and/or installed within the District or outside of the District (the "Capital Improvement Plan" or "CIP") pursuant to requirements of Osceola County, Florida and the Toho Water Authority (TWA).

This report updates that prior *Engineer's Report for Capital Improvements*, dated May 30, 2018, which addressed the District's Capital Improvement Plan as it existed at the time. In particular, and in May of 2018, the District was comprised of 287.10 +/- acres, and was planned for 638 residential homes. Since then, and pursuant to Ordinance No. 2018-55 of the Board of County Commissioners of Osceola County, Florida, the boundaries of the District were expanded to include a total of 1,293.35 +/- acres, which are now planned for 1,771 homes.

Capital improvements reflected in the Report represent the current Capital Improvement Plan for the District. The majority of the necessary regulatory approvals have not been obtained for the Development (hereinafter defined). The remaining permits necessary to complete the Development are expected to be obtained in the future during the normal design and permitting processes. To the best of our knowledge and belief it is our opinion that the balance of the required permits are obtainable as needed. The implementation of any improvements discussed in this plan requires the final approval by regulatory and permitting agencies as outlined in Section 2 below. This report, therefore, may be amended from time to time.

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

***1.2. Location and General Description***

The District is a 1,293.35 +/- acre tract currently located in unincorporated Osceola County, Florida. More specifically, the parcel is located in portions of Sections 13 and 24, Township 26 South, Range 31 East and Sections 17, 18, 19 and 20, Township 26 South, Range 32 East lying approximately 2 miles west of U.S. 192 & 441 (S.R. 500) on the south side of Old Melbourne Highway. Please refer to Vicinity Map Exhibit 1 and Location Map Exhibit 2.

The District is proposed to be developed as a multi-phase project (the "Development"). The Development is part of the overall Harmony project and is zoned as Planned Development which has been amended multiple times through Osceola County, Florida.

At the time of the report, the Phase 1 portion of the Development, consisting of Phases 1A through 1D, and their associated infrastructure, has been completed. Portions of Phase 2, inclusive of phases 2A and 2B, are currently under construction.

**Harmony West Community Development District  
Revised Master Engineer's Report for Capital Improvements**

A more detailed breakdown of the anticipated development program is as follows:

Phase	40' Rear Loaded	40' Front Loaded	50' Rear Loaded	50' Front Loaded	60' Front Loaded	Total
1A	-	67	0	36	31	134
1B	-	60	-	158	-	218
1C-1	-	79	-	40	-	119
1C-2	-	45	-	63	-	108
1D	-	-	-	-	41	41
<b>Ph1 Subtotal</b>	<b>0</b>	<b>251</b>	<b>0</b>	<b>297</b>	<b>72</b>	<b>620</b>
2A	-	72	20	19	13	124
2B	30	24	-	34	13	101
2C	-	66	-	18	-	84
2D	-	22	12	77	-	111
2E	-	40	-	60	26	126
2F	-	81	-	50	12	143
2G	-	32	33	60	6	131
2H	-	69	-	34	-	103
2I	-	88	-	63	20	171
2J	-	16	-	19	22	57
<b>Ph2 Subtotal</b>	<b>30</b>	<b>510</b>	<b>65</b>	<b>434</b>	<b>112</b>	<b>1151</b>
<b>Total</b>	<b>30</b>	<b>761</b>	<b>65</b>	<b>731</b>	<b>184</b>	<b>1771</b>

The above unit breakdown is based upon the most current Master Plan, Exhibit 5, for the Development. While this Master Plan differs from the approved Preliminary Subdivision Plans (PSP) for the Villages at Harmony as previously approved by Osceola County on July 18, 2018, it is substantially in conformance that an amendment to the PSP is not anticipated.

The Community Development District Boundary and Legal Description are included as Exhibit 3.

**1.3. District Purpose and Scope**

The District was established for the purpose of financing, acquiring or constructing, maintaining and operating a portion of the public infrastructure necessary for community development within the District. The purpose of this report is to provide a description of the public infrastructure improvements that may be financed by the District. The District may finance, acquire and/or, construct, operate, and maintain certain public infrastructure improvements that are needed to serve the Development. A portion of the infrastructure improvements will be financed (1) with the proceeds of bonds issued by the District and/or (2) by Forestar (USA) Real Estate Group Inc., a Delaware corporation (the "Developer").

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

**1.4. Description of Land Use**

The lands within the District encompass approximately 1,293.35 +/- acres. Based on the current PD Zoning for the property, the development program currently consists of 1,771 single family homes and two (2) supporting recreational amenity site. The approved land uses within the District include the following areas outlined in the table below. Exhibit 4 provides the location of the development uses below.

**Harmony West Community Development District  
Revised Master Engineer's Report for Capital Improvements**

Proposed Development	Approximate Acres		
	Phase 1	Phase 2	Total
Private (Single Family Lots)	95.30	162.88	258.18
Stormwater	38.60	80.03	118.63
Recreational Space	9.20	5.28	14.48
Park Space	24.00	86.48	110.48
Roadways and Alleys	45.60	68.65	114.25
TWA Utility Tracts	0.20	0.51	0.71
Conservation Area & Open Water	74.20	602.42	676.63
<b>Total Acres</b>	<b>287.10</b>	<b>1,006.25</b>	<b>1,293.35</b>

***Section 2 Government Actions***

The following are the permitting agencies that will have jurisdiction for approval of construction within the District. Depending on the location and scope of each phase of project design, the individual permits that need to be obtained will need to be evaluated and not all of the permits listed below will necessarily apply to every sub-phase within the District. The property is currently located in unincorporated Osceola County and within the Toho Water Authority utility service area.

Permitting Agencies & Permits Required

1. Osceola County
  - a. Site Development Plan
  - b. Final Plat
  
2. South Florida Water Management District (SFWMD)
  - a. Environmental Resource Permit
  - b. Water Use Permit (Dewatering)
  
3. Toho Water Authority
  - a. Final Engineering for Water, Reclaim and Sewer Utilities
  
4. Florida Department of Environmental Protection (FDEP)
  - a. Water Distribution System
  - b. Sanitary Sewer Collection and Transmission System
  - c. National Pollutant Discharge Elimination System (NPDES)
  
5. Federal Emergency Management Agency
  - a. Letter of Map Revision
  
6. Army Corp of Engineers
  - a. Dredge and Fill Permit

**Harmony West Community Development District  
Revised Master Engineer's Report for Capital Improvements**

7. State of Florida Department of Transportation
  - a. Driveway Connection Permit
  - b. Utility Permit
8. Florida Fish and Wildlife Conservation Commission (FWC)
9. Florida Gas

***Section 3 Infrastructure Benefit***

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

- Project wide public benefits
- Incidental public benefits

The project wide public benefits are provided by infrastructure improvements that serve all lands in the District. These public infrastructure improvements include construction of the master stormwater management system, the sanitary sewer, potable water, and reclaimed water mains, roadway network, offsite roadway and utility improvements, recreational facilities, and landscape and irrigation improvements within the District boundary. Stated differently, the Capital Improvement Plan constitutes a system of improvements that will provide benefits, both general, and special and peculiar, to all 1,293.35+/- acres within the District. However some incidental public benefits include those benefits received by the general public who do not necessarily reside on land owned or within the District.

The proposed capital improvements identified in this report are intended to provide specific benefit to the assessable real property within the boundaries of the District. As the property is undeveloped, with the exception of the prior and current construction activities, the construction and maintenance of the proposed infrastructure improvements are necessary and will benefit the property for the intended use as a residential community. The District can construct, acquire, own, operate and/or maintain any portion or all of the proposed infrastructure. The Developer and/or other party/parties may construct and fund the infrastructure not funded by the District.

***Section 4 Capital Improvement Plan***

The District capital improvements will connect and interact with the adjacent offsite roads, potable water, reclaimed water, and sanitary sewer systems. The proposed infrastructure improvements addressed by this Report include elements internal and external to the District. The elements include the master stormwater management and drainage systems, roadway improvements, landscaping, street lighting, pavement markings and signage, as well as potable water main, reclaimed water main and sanitary sewer extensions required to provide utility service to the District. Detailed descriptions of the proposed capital improvements are provided in the following sections and Exhibits 4 through 5 and 8 through 11. Exhibit 12, details the estimate of probable construction costs associated with the District's Capital Improvement Plan.

The Capital Improvement Plan will be constructed and financed in logical segments, as property within the District is developed by the Developer. The District anticipates issuing multiple series of bonds to fund all or a portion of the Capital Improvement Plan.

## ***Section 5 Description of Capital Improvement Plan***

### ***5.1 Roadway Improvements***

As indicated above but subject to the next sentence, the District will fund all roadway construction internal and external to the District consisting of local roadways and alleys. The Developer will fund the construction of Botanic Boulevard through the Development subject to reimbursement through mobility fee credits with Osceola County. The Developer will pay all costs associated with Botanic Boulevard and related drainage/stormwater improvements for which mobility fee credits are payable pursuant to Osceola County's criteria. The costs for such improvements are not included in Exhibit 12. Exhibit 4 - Public and Private Improvements and Exhibit 5 – Master Plan, provides a graphical representation of the proposed roadway improvements. All local roadways will be open to the public.

### ***5.2 Stormwater Management***

As indicated above, the District may fund the construction of the master stormwater management system for the lands within the District. This system is made up of wet detention stormwater treatment ponds, control structures, spreader swales, inlets, manholes and storm pipes. The proposed ponds and outfall structures will be designed to provide water quality treatment and attenuation in accordance with Osceola County and the South Florida Water Management District regulations. The stormwater management system will be designed to accommodate on-site runoff in addition to offsite flows which have historically entered the project site. Exhibit 6, Stormwater Drainage Map provides a graphical representation of the currently proposed stormwater management system.

### ***5.3 100-Year Floodplain***

Pursuant to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM) panels 12097C 0285G dated June 18, 2013, portions of the project site are located within the 100-year Flood Hazard Area (FHA), Zone A – 100-year floodplain with no established base flood elevation. Exhibit 7, FEMA 100-Year Floodplain details the floodplain limits relative to the District boundaries.

Please note that a Letter of Map Revision (LOMR) is currently being processed through FEMA. This LOMR will establish the base flood elevation for Buck Lake at 70.3' NAVD 88.

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

### ***5.4 Potable Water Distribution System***

The District may fund the construction of the water distribution system within the District and those portions outside the District, though none currently contemplated, as required to connect to existing or proposed offsite facilities. The potable water system will be conveyed to, and owned and maintained by, the TWA once it has been certified complete. The water mains within the District will be sized to provide water to residents and amenity centers of the District and will be required to be designed and constructed based on an approved Master Utility Plan (MUP). Exhibit 8 and 9, Offsite Utilities Infrastructure and Potable Water Distribution System Map, provides a graphical representation of the contemplated water mains to be constructed within the District.

## **Harmony West Community Development District Revised Master Engineer's Report for Capital Improvements**

### ***5.5 Reclaimed Water Distribution System***

The District may fund the construction of the reclaimed water distribution system within the District and those portions outside the District, though none currently contemplated, as required to connect to existing or proposed offsite facilities. The reclaimed water system will be conveyed to, and owned and maintained by, the TWA once it has been certified complete by the District. The reclaimed water mains serving the District will be sized to provide reclaimed water to the lot boundaries and common areas within the District and will be required to be designed and constructed based on an approved MUP. Exhibits 8 and 10, Offsite Utilities Infrastructure and Reclaimed Water Distribution System Map, provide a graphical representation of the existing and proposed offsite reclaimed water system and onsite system contemplated within the District.

### ***5.6 Wastewater System***

The District may fund the construction of the gravity sewer, force main, and lift station infrastructure within the District and those portions outside the District required to connect to existing or proposed offsite facilities. The wastewater system will be conveyed to, and owned and maintained by, the TWA once it has been certified complete by the District. The sewer collection mains, lift stations and force mains serving the District will be sized to provide wastewater service to the residents and amenity centers of the District, and will be required to be designed and constructed based on an approved MUP. Exhibits 8 and 11, Offsite Utilities Infrastructure and Wastewater System Map, provide a graphical representation of the proposed offsite wastewater system and onsite system contemplated within the District.

### ***5.7 Parks, Landscape & Hardscape***

The District will fund parks, landscape and hardscape construction within roadways and common areas which may include perimeter landscape buffers, master signage, way finding signage, entry hardscape features, entry landscape, amenity area and park area features, landscape and hardscape, pedestrian/multi-purpose trails, and street trees. The District will own and maintain the foregoing improvements.

### ***5.8 Undergrounding of Electrical Distribution and Street Lights***

The development will also include underground electric and street lighting. The street lighting system will be constructed in cooperation with Osceola County, Orlando Utility Commission ("OUC") and the Developer. The District will fund as part of the Capital Improvement Plan the cost to trench the underground installation only. Leasing and monthly service charges associated with the upgraded street lighting fixtures along roadways within the District will not be financed through bond proceeds. Orlando Utility Commission and the appropriate community entity will own and maintain the electric and street light infrastructure. The District will lease the street lights through an agreement with OUC and fund the lights with annual operations and maintenance assessments.

### ***5.9 Professional and Inspection Fees***

For the design, permitting and construction of the proposed District Capital Improvement Plan, professional services are required by various consultants. The consultant services may include, but are not limited to, civil engineering, geotechnical engineering, planning, environmental, surveying, and landscape architect. During construction, the various permitting agencies will observe and inspect the project. Each of the agencies will charge an inspection fee to cover the costs associated with an inspector visiting the site to observe construction progress and confirm that the project is constructed in accordance with their respective approved plans, permits, rules, and regulations. The Professional Services and Inspections Fees

**Harmony West Community Development District  
Revised Master Engineer’s Report for Capital Improvements**

are included as Soft Costs for the District Capital Improvement Plan.

***Section 6 Ownership and Maintenance***

Capital Improvements Plan	Ownership	Maintenance
Onsite Roadway Improvements	County	County
Offsite Roadway Improvements	FDOT/County	FDOT/County
Master Stormwater Management System	District	HOA/District
Potable Water Distribution System	Toho Water Authority	Toho Water Authority
Sanitary Sewer System	Toho Water Authority	Toho Water Authority
Reclaimed Water Distribution System	Toho Water Authority	Toho Water Authority
Parks, Landscaping, Irrigation and Signage	District	HOA/District
Amenity Site	District	HOA/District
Street Lighting/Electrical	Orlando Utility Commission	Orlando Utility Commission

1. Roadway, landscape/hardscape/irrigation, and amenities improvements, if behind hard-gates, will not be part of the CIP.
2. The developer reserves the right to finance any of the improvements outlined above, and have such improvements owned and maintained by a property owner’s or homeowner’s association (in which case such items would not be part of the CIP), the District or a third-party.
3. A third-party, or an applicable property owner’s or homeowner’s association may elect to maintain any District-owned improvements, subject to the terms of an agreement with the District.

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

Real property interests – i.e., either fee simple title or perpetual easements – for lands within the District needed for construction, operation, and maintenance of District facilities will be conveyed and/or dedicated by the owner thereof to the District or other public entity at no cost.

***Section 8 Estimate of Probable Capital Improvement Costs***

The Estimate of Probable Capital Improvement Plan Costs is provided in Exhibit 12. Costs associated with construction of the improvements described in this Report have been estimated based on the best available information. Other soft costs include portions of the surveying, design and engineering for the described work, regulatory permitting inspection fees and materials testing. In addition, a reasonable project contingency estimate has been included.

Please note that the costs are preliminary in nature and subject to change based on final engineering, permitting, and changes in the Concept Plan and construction cost due to market fluctuation.

***Section 9 Conclusions and Summary Opinion***

The Capital Improvement Plan as described is necessary for the functional development of the property within the District as required by the applicable local governmental agencies. The planning and design of the infrastructure will be in accordance with current governmental regulatory requirements. The public

**Harmony West Community Development District  
Revised Master Engineer's Report for Capital Improvements**

infrastructure as described in this Report will serve its intended function provided the construction is in substantial compliance with the future design and permits which will be required by the District for the various jurisdictional entities outlined earlier in this report. In addition to the annual non-ad valorem assessments to be levied and collected to pay debt service on the proposed bonds, the District will levy and collect an annual "Operating and Maintenance" assessment to be determined, assessed and levied by the District's Board of Supervisors upon the assessable real property within the District, for the purpose of defraying the cost and expenses of maintaining District-owned improvements. Alternatively, the CDD can also consider contracting with the HOA to have the HOA budget for the maintenance of CDD improvements.

All of the improvements comprising the Capital Improvement Plan are required by applicable development approvals issued pursuant to Section 380.06, Florida Statutes. The Capital Improvement Plan, and any cost estimates set forth herein, do not include any earthwork, grading or other improvements on private lots or property. Regarding any fill generated by construction of the Capital Improvement Plan, and that is not used as part of the Capital Improvement Plan, such fill will only be placed on-site at the expense of the developer where the cost of doing so is less expensive than hauling such fill off-site.

The construction costs for the District's Capital Improvement Plan in this report are based on the Master Plan for the District as currently proposed. In our professional opinion, and to the best of our knowledge and belief, the costs provided herein for the District are reasonable to complete the construction of the infrastructure improvements described herein. All of the proposed infrastructure Capital Improvement Plan costs are public improvements or community facilities as set forth in sections 190.012(1) and (2) of the Florida Statutes.

The summary of probable infrastructure construction costs is only an opinion and not a guaranteed maximum price. Historical costs, actual bids and information from other professionals or contractors have been used in the preparation of this Report. Contractors who have contributed in providing the cost data included in this Report are reputable entities with experience in Central Florida. It is therefore our opinion that the construction of the proposed District Capital Improvement Plan can be completed at the costs as stated.

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

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

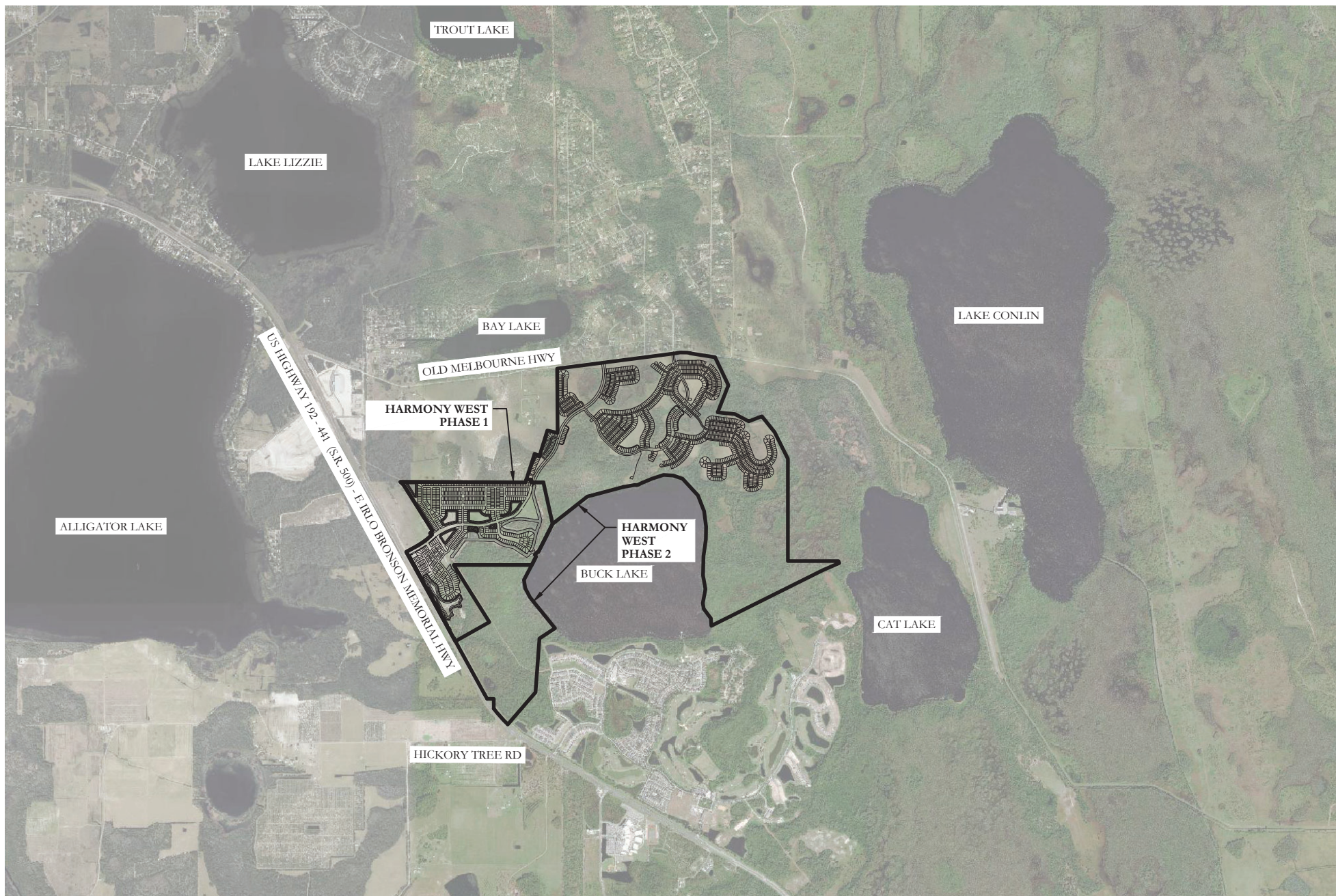


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Marc D. Stehli, PE  
State of Florida Professional Engineer No. 52781

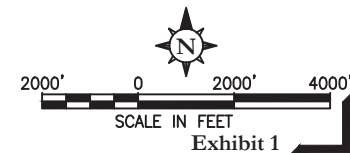


# Exhibits

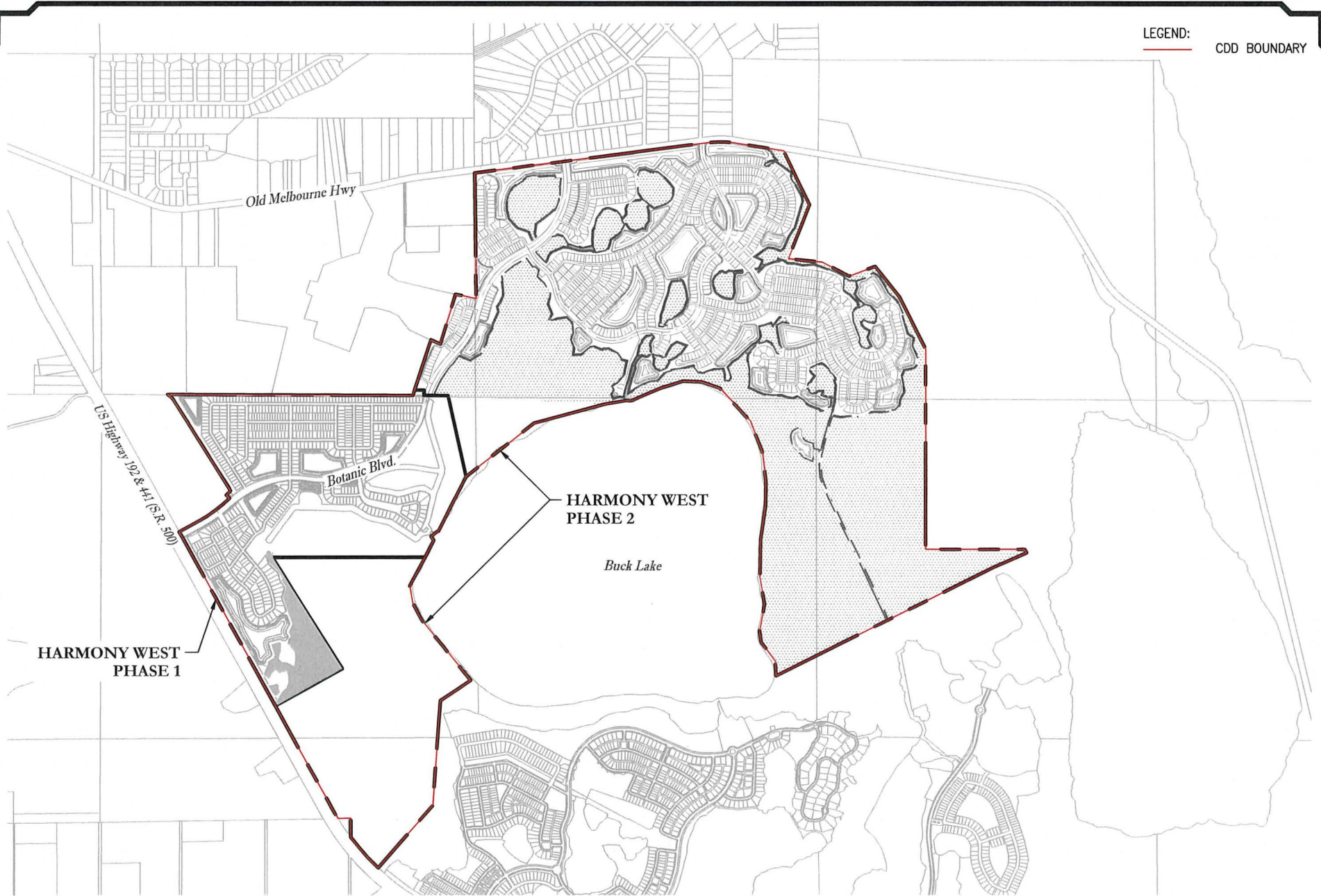


Vicinity Map

# Harmony West CDD

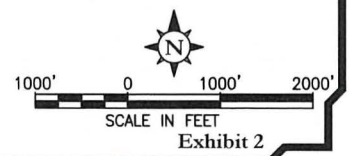


LEGEND:  
CDD BOUNDARY



Location Map

# Harmony West CDD



April 18, 2022  
P & B Job No.: 17-084

2602 E. Livingston St.  
Orlando, Florida 32803-407-487-2594

**POULOS & BENNETT**

www.poulosandbennett.com  
Certificate of Authorization No. 28567

Z:\2018\18-012 HARMONY WEST CDD\CADD\EXHIBIT & FIGS\CDD-PHASE 1 & 2\EXHIBIT 2 - LOCATION MAP


# SKETCH OF DESCRIPTION

A portion of Sections 13, 24 and 25, Township 26 South, Range 31 East and a portion of Sections 17, 18, 19 and 20, Township 26 South, Range 32 East, Osceola County, Florida being more particularly described as follows:

BEGIN at the Northeast corner of the Northwest 1/4 of Section 24, Township 26 South, Range 31 East; thence run N89°45'20"W, along the North line of said Section 24, a distance of 1,610.94 feet; thence run S55°19'37"E, a distance of 48.11 feet; thence run S45°17'29"E, a distance of 46.56 feet; thence run S36°02'44"E, a distance of 47.73 feet; thence run S32°10'47"E, a distance of 1652.30 feet; thence run S43°58'59"W, a distance of 97.14 feet; thence run S46°01'01"E, a distance of 69.61 feet to a point on a Non Tangent curve, concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Southwesterly along the arc of said curve a distance of 572.22 feet (Chord Bearing = S53°08'32"W, Chord = 570.35 feet); thence run S61°10'41"W, a distance of 372.89 feet, to a point on the East Right of Way line of U.S. Highway No. 192 & 441; thence run the following (2) courses along said East Right of Way line: RUN S28°49'40"E, a distance of 4,953.01 feet to a point on a non tangent curve, concave to the Northeast, having a Radius of 3,786.83 feet and a Central Angle of 02°28'27"; thence run Southeasterly along the arc of said curve, a distance of 163.53 feet (Chord Bearing = S29°46'57"E, Chord = 163.52 feet) to the North line of Lot 35, The Seminole Land and Investment Company's (Incorporated) Subdivision of Section 25, Township 26 South, Range 31 East, as Filed and Recorded in Plat Book B, Page 58 of the Public Records of Osceola County, Florida; thence run N89°19'29"E, along said North line and Easterly extension thereof, a distance of 198.87 feet to the East line of a 35' Platted right of way per The Seminole Land and Investment Company's (Incorporated) Subdivision of Section 25, Township 26 South, Range 31 East, as Filed and Recorded in Plat Book B, Page 58 of the Public Records of Osceola County, Florida; thence run S00°04'21"E, along said Right of Way line, a distance of 297.74 feet to a point on the East Right of Way line of U.S. Highway No. 192 & 441 and point on a non tangent curve, concave to the Northeast, having a Radius of 3,786.83 feet and a Central Angle of 09°46'11"; thence run Southeasterly along the arc of said curve and said East Right of Way line, a distance of 645.71 feet (Chord Bearing = S41°34'47"E, Chord = 644.93 feet); thence run N40°51'29"E, a distance of 1,296.84 feet; thence run N04°08'40"E, a distance of 1,641.35 feet; thence run N56°09'51"E, a distance of 570.57 feet; thence run N39°13'52"W, a distance of 667.67 feet; thence run N38°57'47"W, a distance of 538.81 feet; thence run N27°21'05"W, a distance of 316.06 feet; thence run N09°42'22"W, a distance of 261.13 feet; thence run N28°18'30"E, a distance of 508.18 feet; thence run N26°50'03"E, a distance of 290.56 feet; thence run N30°57'02"W, a distance of 74.79 feet; thence run N48°51'04"E, a distance of 117.06 feet; thence run N81°35'58"E, a distance of 23.74 feet; thence run N26°50'03"E, a distance of 952.92 feet; thence run N51°48'18"E, a distance of 1,353.02 feet; thence run N74°58'16"E, a distance of 1,134.21 feet; thence run N80°15'17"E, a distance of 351.38 feet; thence run S80°34'15"E, a distance of 55.21 feet; thence run N75°03'58"E, a distance of 54.57 feet; thence run N63°32'40"E, a distance of 84.55 feet; thence run N66°40'05"E, a distance of 376.47 feet; thence run N72°26'23"E, a distance of 369.98 feet; thence run S86°54'28"E, a distance of 296.07 feet; thence run S70°48'57"E, a distance of 291.89 feet; thence run S42°39'47"E, a distance of 702.24 feet; thence run S21°34'08"E, a distance of 514.89 feet; thence run S07°05'17"E, a distance of 467.66 feet; thence run S00°47'47"W, a distance of 395.47 feet; thence run S08°30'03"W, a distance of 514.86 feet; thence run S01°17'49"W, a distance of 590.21 feet; thence run S10°04'43"E, a distance of 420.30 feet; thence run S10°31'40"W, a distance of 430.35 feet; thence run S09°13'48"E, a distance of 179.12 feet; thence run S36°26'41"E, a distance of 365.54 feet; thence run S03°08'07"E, a distance of 226.51 feet; thence run N63°28'20"E, a distance of 3,792.18 feet; thence run N66°20'55"E, a distance of 558.81 feet; thence run N26°19'21"W, a distance of 62.37 feet; thence run S90°00'00"W, a distance of 1,544.48 feet; thence run N00°00'00"E, a distance of 3,121.92 feet; thence run N26°19'21"W, a distance of 907.87 feet; thence run N38°50'11"W, a distance of 613.74 feet; thence run S69°29'52"W, a distance of 431.45 feet; thence run N62°42'16"W, a distance of 473.32 feet; thence run N84°21'06"W, a distance of 530.40 feet; thence run N21°33'05"E, a distance of 894.66 feet; thence run N25°28'06"W, a distance of 938.98 feet to a point on the South Right of Way line of State Road 500-A, Old Melbourne Highway; thence, along said South Right of Way line the following three (3) courses: run N80°46'21"W, a distance of 771.89 feet to a point on a non tangent curve, concave to the South, having a Radius of 1,382.69 feet and a Central Angle of 16°39'07"; thence run Westerly along the arc of said curve, a distance of 401.85 feet (Chord Bearing = N89°03'10"W, Chord = 400.44 feet); thence run S82°35'29"W, a distance of 3,686.09 feet; thence run S00°30'30"E, a distance of 809.15 feet; thence run S00°31'45"E, a distance of 1,149.86 feet; thence run N76°59'29"W, a distance of 327.33 feet; thence run S16°51'13"W, a distance of 814.05 feet; thence run N64°49'23"W, a distance of 165.03 feet; thence run S17°43'23"W, a distance of 915.07 feet to a point on said North line of Section 24; thence run N89°45'32"W, along said North line, a distance of 2,205.89 feet to the POINT OF BEGINNING.

LESS THE FOLLOWING DESCRIBED PARCEL ON SHEET 2

SHEET 1 OF 5

DATE	5/09/2018 (rev)	SHEET INDEX		 <p>900 Shady Lane, Kissimmee, Florida 34744-8695 Tel. (407) 847-2179 Fax (407) 847-3140</p> <p><i>R.D.B.</i> 5/09/18</p> <p>RICHARD D. BROWN, P.S.M. #5700 (DATE)</p> <p>NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.</p>
SCALE	1" = 2000'	SHEET 1-2	DESCRIPTION	
F.B.	PAGE	SHEET 3	SKETCH	
SECTION	13, 24, 25 & 17-20	SHEET 4	TABLES	
TWP.	26 S., RNG. 31 & 32 E.	SHEET 5	DETAIL	
JOB NO.	15-052B			

District Boundary Map and Legal Description

## Harmony West Phase 2 CDD

**POULOS & BENNETT**

# SKETCH OF DESCRIPTION

LESS THE FOLLOWING DESCRIBED PARCEL:

EXISTING CDD PARCEL

A parcel of land lying in a portion of Sections 13 & 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East, thence run S89°45'20"E, along said North line of Section 24, a distance of 998.41 feet to the POINT OF BEGINNING; thence continue S89°45'20"E along said line, a distance of 1,610.94 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'36"E, a distance of 373.83 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 23.74 feet; thence run S48°52'23"W, a distance of 117.11 feet; thence run S30°59'42"E, a distance of 74.82 feet; thence run S26°50'03"W, a distance of 290.56 feet; thence run N90°00'00"W, a distance of 2,380.11 feet; thence run S31°54'38"E, a distance of 672.14 feet; thence run S32°05'35"E, a distance of 1,378.24 feet; thence run S60°42'18"W, a distance of 1,189.74 feet to a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500); thence run N28°49'40"W, along said East Right of Way line, a distance of 3,107.06 feet; thence run N61°10'41"E, a distance of 372.89 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Northeasterly along the Arc of said curve, a distance of 572.22 feet (Chord Bearing = N53°08'32"E, Chord = 570.35 feet); thence run N46°01'01"W, a distance of 69.61 feet; thence run N43°58'59"E, a distance of 97.14 feet; thence run N32°10'47"W, a distance of 1,652.30 feet; thence run N36°02'44"W, a distance of 47.73 feet; thence run N45°17'29"W, a distance of 46.56 feet; thence run N55°19'37"W, a distance of 48.11 feet to the POINT OF BEGINNING.

Containing 1,006.25 acres, more or less.

SHEET 2 OF 5

DATE	5/09/2018 (rev)	SHEET INDEX	
SCALE	1" = 2000'	SHEET 1-2	DESCRIPTION
F.B.	PAGE	SHEET 3	SKETCH
SECTION	13, 24, 25 & 17-20	SHEET 4	TABLES
TWP.	26 S., RNG. 31 & 32 E.	SHEET 5	DETAIL
JOB NO.	15-052B		

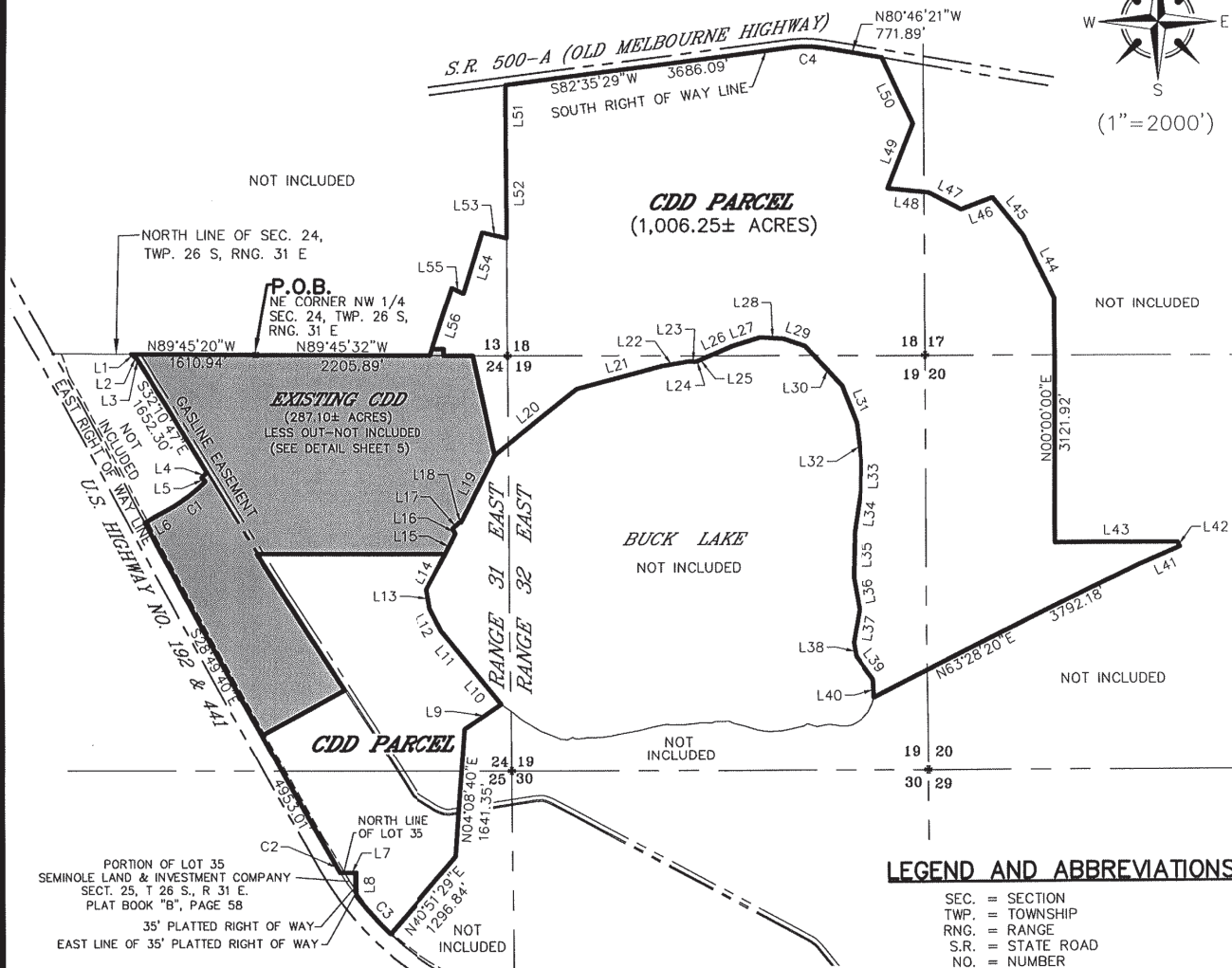
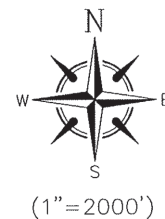
**JOHNSTON'S**  
SURVEYING INC.  
900 Shady Lane, Kissimmee, Florida 34744-8695  
Tel. (407) 847-2179 Fax (407) 847-3140

District Boundary Map and Legal Description

## Harmony West Phase 2 CDD

**POULOS & BENNETT**

# SKETCH OF DESCRIPTION



### LEGEND AND ABBREVIATIONS

- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- S.R. = STATE ROAD
- NO. = NUMBER
- LB = LICENSED BUSINESS
- R/W = RIGHT OF WAY
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- TEL. = TELEPHONE
- F.B. = FIELD BOOK
- P.B. = PLAT BOOK
- ± = PLUS OR MINUS
- & = AND

### NOTES:

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 2011 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS), REFERENCE BEARING BEING S28°49'40"E ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 192 & 441 (S.R. 500).

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY

NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: NICK SHOOPMAN, HARMONY FLORIDA LAND, LLC

SHEET 3 OF 5

DATE	5/09/2018 (rev)	SHEET INDEX	
SCALE	1" = 2000'	SHEET 1-2	DESCRIPTION
F.B.	PAGE	SHEET 3	SKETCH
SECTION	13, 24, 25 & 17-20	SHEET 4	TABLES
TWP.	26 S., RNG. 31 & 32 E.	SHEET 5	DETAIL
JOB NO.	15-052B		

## JOHNSTON'S SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695  
Tel. (407) 847-2179 Fax (407) 847-6140

District Boundary Map and Legal Description

# Harmony West Phase 2 CDD

**POULOS & BENNETT**

## SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S55°19'37"E	48.11'
L2	S45°17'29"E	46.56'
L3	S36°02'44"E	47.73'
L4	S43°58'59"W	97.14'
L5	S46°01'01"E	69.61'
L6	S61°10'41"W	372.89'
L7	N89°19'29"E	198.87'
L8	S00°04'21"E	297.74'
L9	N56°09'51"E	570.57'
L10	N39°13'52"W	667.67'
L11	N38°57'47"W	538.81'
L12	N27°21'05"W	316.06'
L13	N09°42'22"W	261.13'
L14	N28°18'30"E	508.18'
L15	N26°50'03"E	290.56'
L16	N30°57'02"W	74.79'
L17	N48°51'04"E	117.06'
L18	N81°35'58"E	23.74'
L19	N26°50'03"E	952.92'
L20	N51°48'18"E	1353.02'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L21	N74°58'16"E	1134.21'
L22	N80°15'17"E	351.38'
L23	S80°34'15"E	55.21'
L24	N75°03'58"E	54.57'
L25	N63°32'40"E	84.55'
L26	N66°40'05"E	376.47'
L27	N72°26'23"E	369.98'
L28	S86°54'28"E	296.07'
L29	S70°48'57"E	291.89'
L30	S42°39'47"E	702.24'
L31	S21°34'08"E	514.89'
L32	S07°05'17"E	467.66'
L33	S00°47'47"W	395.47'
L34	S08°30'03"W	514.86'
L35	S01°17'49"W	590.21'
L36	S10°04'43"E	420.30'
L37	S10°31'40"W	430.35'
L38	S09°13'48"E	179.12'
L39	S36°26'41"E	365.54'
L40	S03°08'07"E	226.51'

LINE TABLE		
LINE #	DIRECTION	LENGTH
L41	N66°20'55"E	558.81'
L42	N26°19'21"W	62.37'
L43	N90°00'00"W	1544.48'
L44	N26°19'21"W	907.87'
L45	N38°50'11"W	613.74'
L46	S69°29'52"W	431.45'
L47	N62°42'16"W	473.32'
L48	N84°21'06"W	530.40'
L49	N21°33'05"E	894.66'
L50	N25°28'06"W	938.98'
L51	S00°30'30"E	809.15'
L52	S00°31'45"E	1149.86'
L53	N76°59'29"W	327.33'
L54	S16°51'13"W	814.05'
L55	N64°49'23"W	165.03'
L56	S17°43'23"W	915.07'

CURVE TABLE						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHD. LENGTH	CHD. BEARING
C1	572.22	2040.00	016°04'17"	288.00	570.35	S53°08'32"W
C2	163.53	3786.83	002°28'27"	81.78	163.52	S29°46'57"E
C3	645.71	3786.83	009°46'11"	323.64	644.93	S41°34'47"E
C4	401.85	1382.69	016°39'07"	202.35	400.44	N89°03'10"W

REQUESTED BY: NICK SHOOPMAN, HARMONY FLORIDA LAND, LLC

SHEET 4 OF 5

DATE	5/09/2018 (rev)	SHEET INDEX	
SCALE	1" = 2000'	SHEET 1-2	DESCRIPTION
F.B.	PAGE	SHEET 3	SKETCH
SECTION	13, 24, 25 & 17-20	SHEET 4	TABLES
TWP.	26 S. RNG. 31 & 32 E.	SHEET 5	DETAIL
JOB NO.	15-052B		

**JOHNSTON'S**  
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695  
Tel. (407) 847-2179 Fax (407) 847-6140

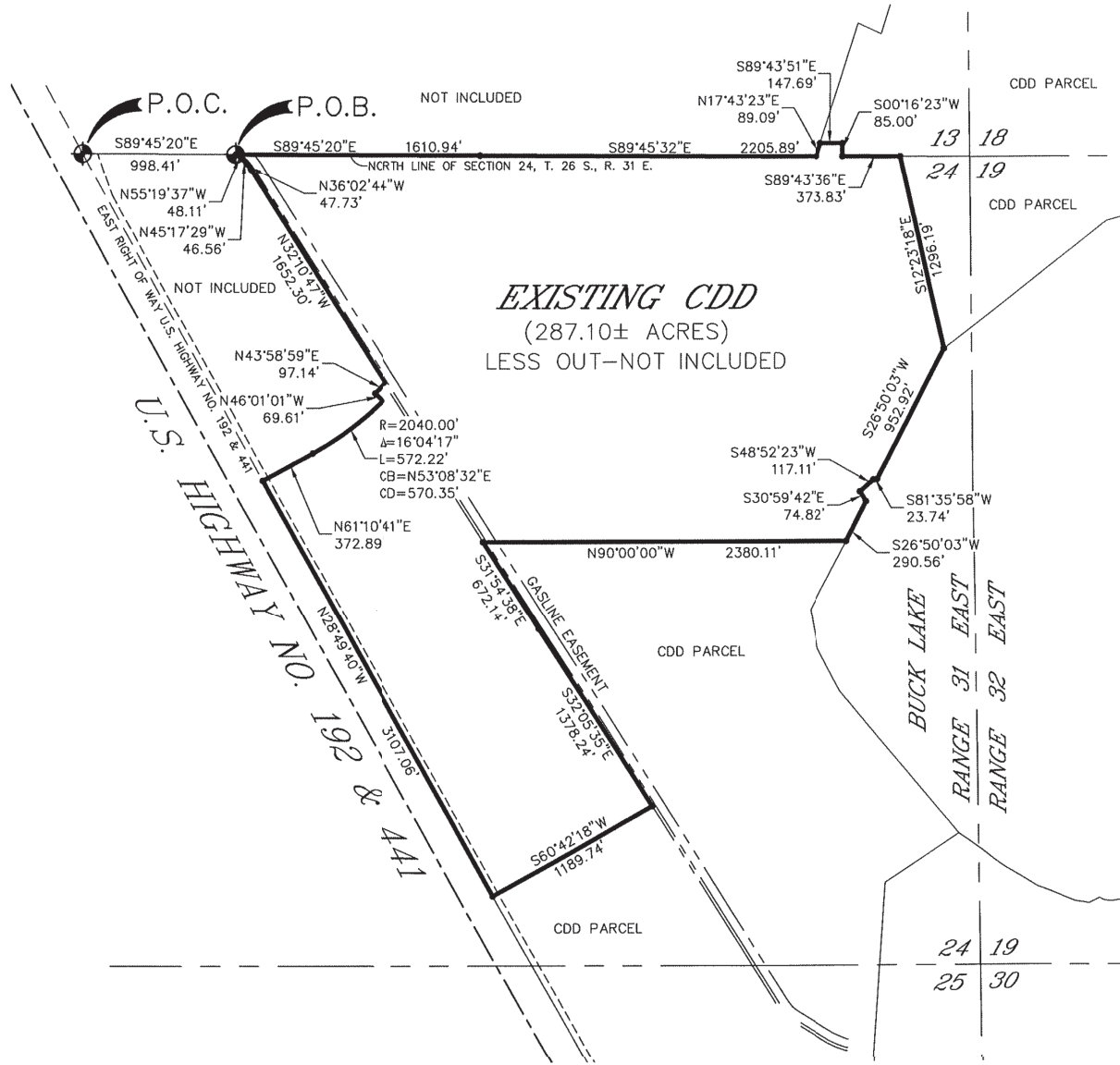
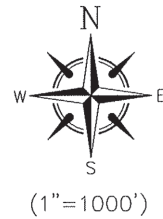
District Boundary Map and Legal Description

## Harmony West Phase 2 CDD

**POULOS & BENNETT**

# SKETCH OF DESCRIPTION

## LESS OUT DETAIL



REQUESTED BY: NICK SHOOPMAN, HARMONY FLORIDA LAND, LLC

SHEET 5 OF 5

DATE	5/09/2018 (rev)	SHEET INDEX	
SCALE	1" = 2000'	SHEET 1-2	DESCRIPTION
F.B.	PAGE	SHEET 3	SKETCH
SECTION	13, 24, 25 & 17-20	SHEET 4	TABLES
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JOB NO.	15-052B		

### JOHNSTON'S SURVEYING INC

900 Shady Lane, Kissimmee, Florida 34744-8695  
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District Boundary Map and Legal Description

## Harmony West Phase 2 CDD

**POULOS & BENNETT**



# SKETCH OF DESCRIPTION

SEE SHEET 2 OF 2 FOR SKETCH

## LEGAL DESCRIPTION CDD PARCEL

A parcel of land lying in a portion of Sections 13 & 24, Township 26 South, Range 31 East, Osceola County, Florida, being more particularly described as follows:

Commencing at a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500) and the North line of Section 24, Township 26 South, Range 31 East, thence run S89°45'20"E, along said North line of Section 24, a distance of 998.41 feet to the POINT OF BEGINNING; thence continue S89°45'20"E along said line, a distance of 1,610.94 feet; thence run S89°45'32"E, a distance of 2,205.89 feet; thence run N17°43'23"E, a distance of 89.09 feet; thence run S89°43'51"E, a distance of 147.69 feet; thence run S00°16'23"W, a distance of 85.00 feet; thence run S89°43'36"E, a distance of 373.83 feet; thence run S12°23'18"E, a distance of 1,296.19 feet; thence run S26°50'03"W, a distance of 952.92 feet; thence run S81°35'58"W, a distance of 23.74 feet; thence run S48°52'23"W, a distance of 117.11 feet; thence run S30°59'42"E, a distance of 74.82 feet; thence run S26°50'03"W, a distance of 290.56 feet; thence run N90°00'00"W, a distance of 2,380.11 feet; thence run S31°54'38"E, a distance of 672.14 feet; thence run S32°05'35"E, a distance of 1,378.24 feet; thence run S60°42'18"W, a distance of 1,189.74 feet to a point on the East Right of Way line of U.S. Highway No. 192-441 (S.R. 500); thence run N28°49'40"W, along said East Right of Way line, a distance of 3,107.06 feet; thence run N61°10'41"E, a distance of 372.89 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 2,040.00 feet and a Central Angle of 16°04'17"; thence run Northeasterly along the Arc of said curve, a distance of 572.22 feet (Chord Bearing = N53°08'32"E, Chord = 570.35 feet); thence run N46°01'01"W, a distance of 69.61 feet; thence run N43°58'59"E, a distance of 97.14 feet; thence run N32°10'47"W, a distance of 1,652.30 feet; thence run N36°02'44"W, a distance of 47.73 feet; thence run N45°17'29"W, a distance of 46.56 feet; thence run N55°19'37"W, a distance of 48.11 feet to the POINT OF BEGINNING.

Containing 287.10 acres, more or less.

**NOTES:**

BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE. (NAD 83, 2011 ADJUSTMENT) AS DETERMINED FROM GLOBAL POSITIONING SYSTEM (GPS), REFERENCE BEARING BEING N28°49'40"W ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. HIGHWAY 192 & 441 (S.R. 500).

THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY

NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: **ANNA, TRAMMEL WEBB**

SHEET 1 OF 2

DATE	8/03/16	REVISIONS
SCALE	1" = 1000'	PERIMETER 8/16/16
F.B.	PAGE	LEGAL 1/03/17
SECTION	24	
TWP.	26 S., RNG. 31 E.	
JOB NO.	15-052-CDD-SL	

**JOHNSTON'S**  
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695  
Tel. (407) 847-2179 Fax (407) 847-6140

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

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

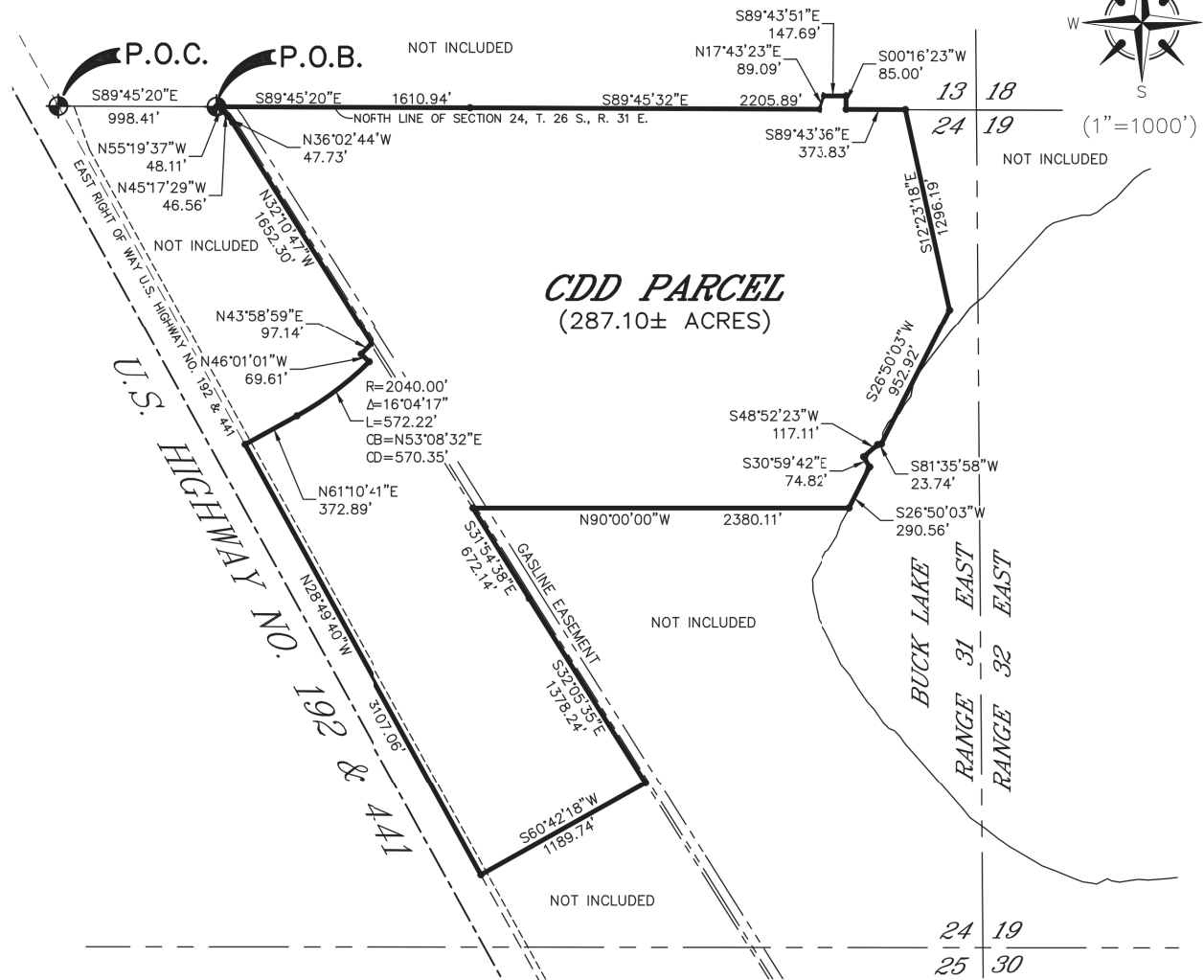
District Boundary Map and Legal Description

## Harmony West Phase 1 CDD

**POULOS & BENNETT**

# SKETCH OF DESCRIPTION

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION



## LEGEND AND ABBREVIATIONS

- T. = TOWNSHIP
- R. = RANGE
- NO. = NUMBER
- LB = LICENSED BUSINESS
- R/W = RIGHT OF WAY
- P.S.M. = PROFESSIONAL SURVEYOR AND MAPPER
- TEL. = TELEPHONE
- F.B. = FIELD BOOK
- P.B. = PLAT BOOK
- ± = PLUS OR MINUS
- & = AND

REQUESTED BY: ANNA, TRAMMEL WEBB

SHEET 2 OF 2

DATE	8/03/16	REVISIONS	
SCALE	1" = 1000'	PERIMETER	8/16/16
F.B.	PAGE	LEGAL	1/03/17
SECTION	24		
TWP.	26 S., RNG. 31 E.		
JOB NO.	15-052-CDD-SL		

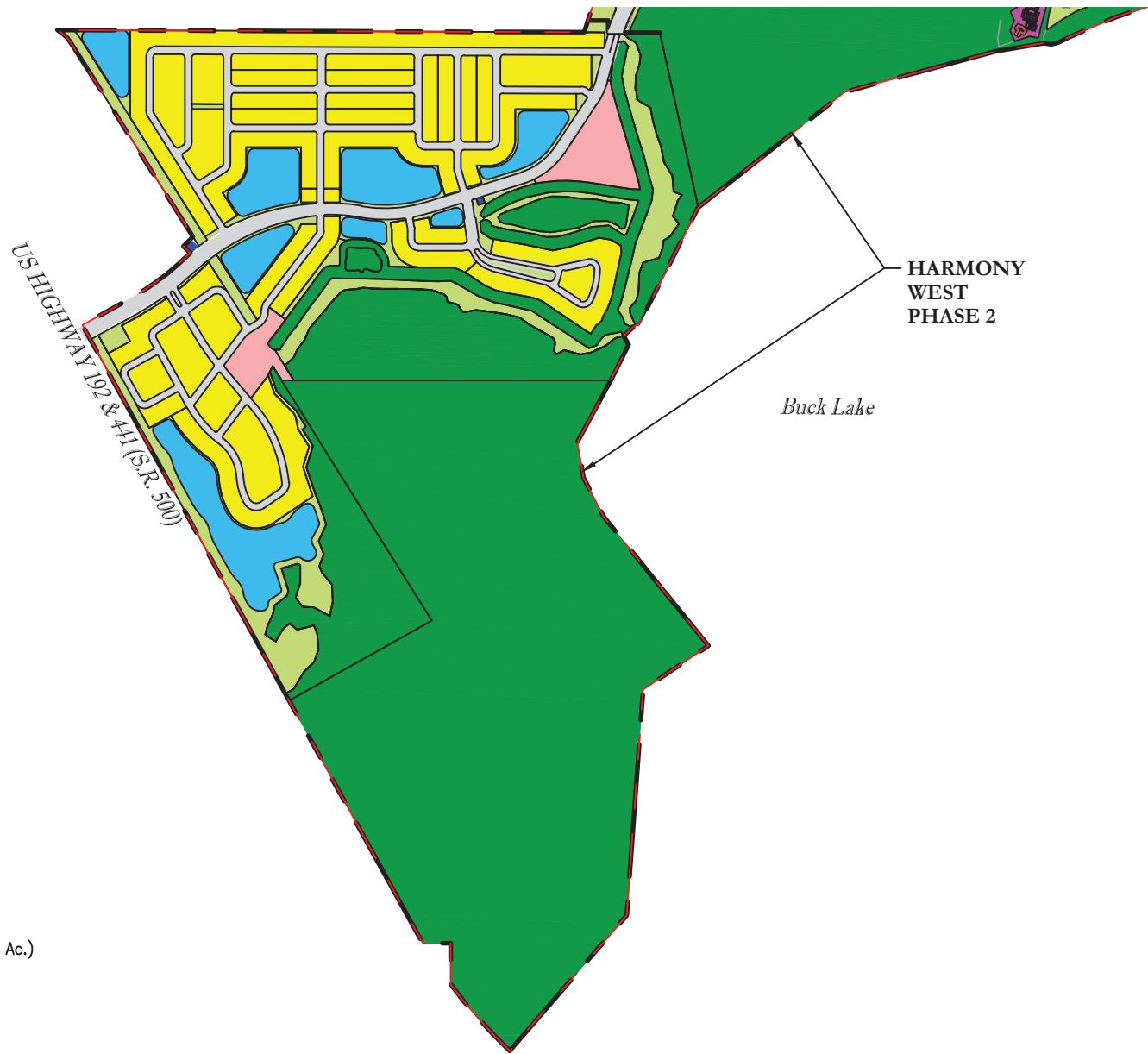
## JOHNSTON'S SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8695  
Tel. (407) 847-2179 Fax (407) 847-6140

District Boundary Map and Legal Description

# Harmony West Phase 1 CDD

**POULOS & BENNETT**











HARMONY WEST PHASE 2

Buck Lake

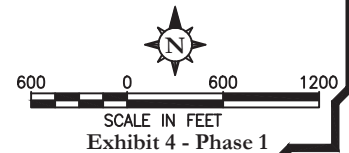
US HIGHWAY 192 & 441 (S.R. 500)

LEGEND:

-  CDD BOUNDARY (287.10 Ac.)
-  PRIVATE (95.32 Ac.)
-  CDD OPEN SPACE (74.21 Ac.)
-  CONSERVATION AREA & OPEN WATER (299.64 Ac.)
-  RECREATIONAL AREA (9.23 Ac.)
-  CDD STORMWATER TRACTS (38.59 Ac.)
-  COUNTY ROADS & UTILITIES (45.61 Ac.)
-  TOHO WATER AUTHORITY UTILITY (0.19 Ac.)

NOTE:  
CONCEPT PLAN SUBJECT TO REVISION AS APPROVED BY COUNTY.

Proposed Public and Private Uses Within CDD  
**Harmony West Phase 1 CDD**

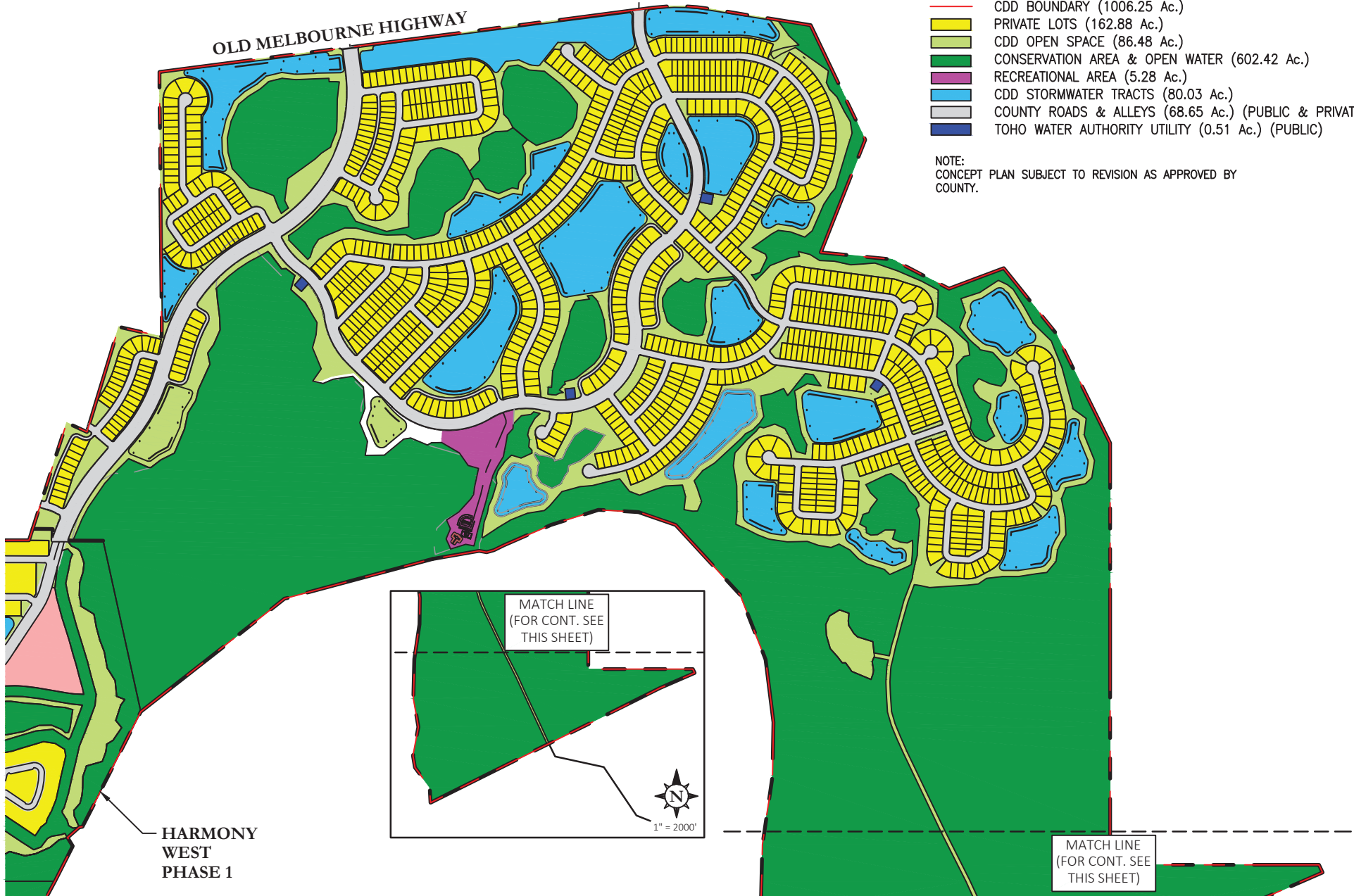


OLD MELBOURNE HIGHWAY

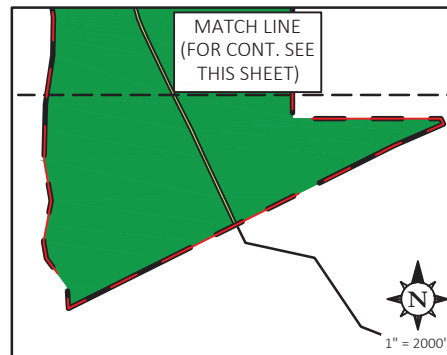
LEGEND:

- CDD BOUNDARY (1006.25 Ac.)
- PRIVATE LOTS (162.88 Ac.)
- CDD OPEN SPACE (86.48 Ac.)
- CONSERVATION AREA & OPEN WATER (602.42 Ac.)
- RECREATIONAL AREA (5.28 Ac.)
- CDD STORMWATER TRACTS (80.03 Ac.)
- COUNTY ROADS & ALLEYS (68.65 Ac.) (PUBLIC & PRIVATE)
- TOHO WATER AUTHORITY UTILITY (0.51 Ac.) (PUBLIC)

NOTE:  
CONCEPT PLAN SUBJECT TO REVISION AS APPROVED BY COUNTY.



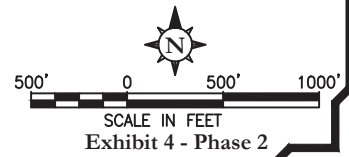
HARMONY WEST  
PHASE 1



MATCH LINE  
(FOR CONT. SEE  
THIS SHEET)

Proposed Public and Private Uses Within CDD

## Harmony West Phase 2 CDD








HARMONY WEST PHASE 2

Buck Lake

US HIGHWAY 192 & 441 (S.R. 500)

**PLACE TYPES**

**SINGLE FAMILY RESIDENTIAL**

-  40' LOTS
-  50' LOTS
-  60' LOTS

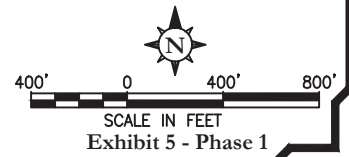
**OPEN SPACE DISTRICT**

-  CONSERVATION AREA
-  RECREATIONAL AREA
-  STORMWATER AREA
-  OPEN SPACE
-  LIFT STATION TRACTS
-  FRAMEWORK ROADS
-  CDD BOUNDARY




NOTE:  
CONCEPT PLAN SUBJECT TO REVISION AS APPROVED BY COUNTY.








Concept Plan

# Harmony West Phase 1 CDD



OLD MELBOURNE HIGHWAY

- PLACE TYPES**  
**SINGLE FAMILY RESIDENTIAL**  
 40' LOTS  
 50' LOTS  
 60' LOTS

- OPEN SPACE DISTRICT**  
 CONSERVATION AREA  
 RECREATIONAL AREA  
 STORMWATER AREA  
 OPEN SPACE  
 LIFT STATION TRACTS  
 FRAMEWORK ROADS  
 CDD BOUNDARY

NOTE:  
 CONCEPT PLAN SUBJECT TO REVISION AS  
 APPROVED BY COUNTY.



HARMONY  
 WEST  
 PHASE 1

MATCH LINE  
 (FOR CONT. SEE  
 THIS SHEET)

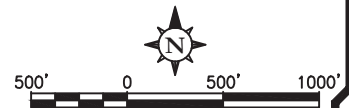


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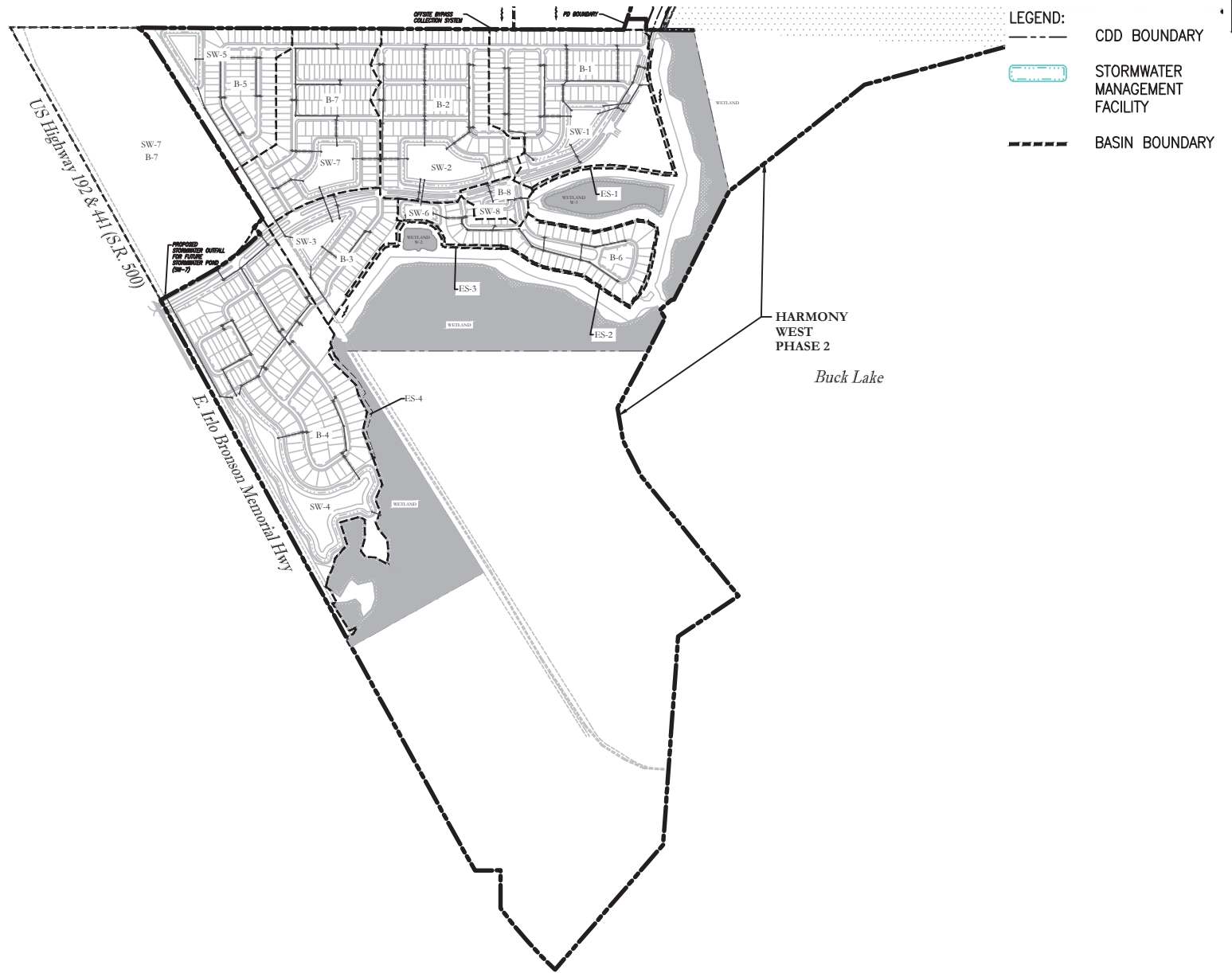
MATCH LINE  
 (FOR CONT. SEE  
 THIS SHEET)

Master Plan

# Harmony West Phase 2 CDD



SCALE IN FEET  
 Exhibit 5 - Phase 2

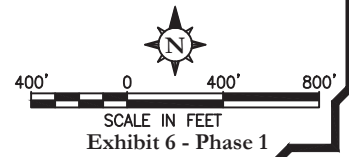


Stormwater Drainage Map

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# Harmony West Phase 1 CDD

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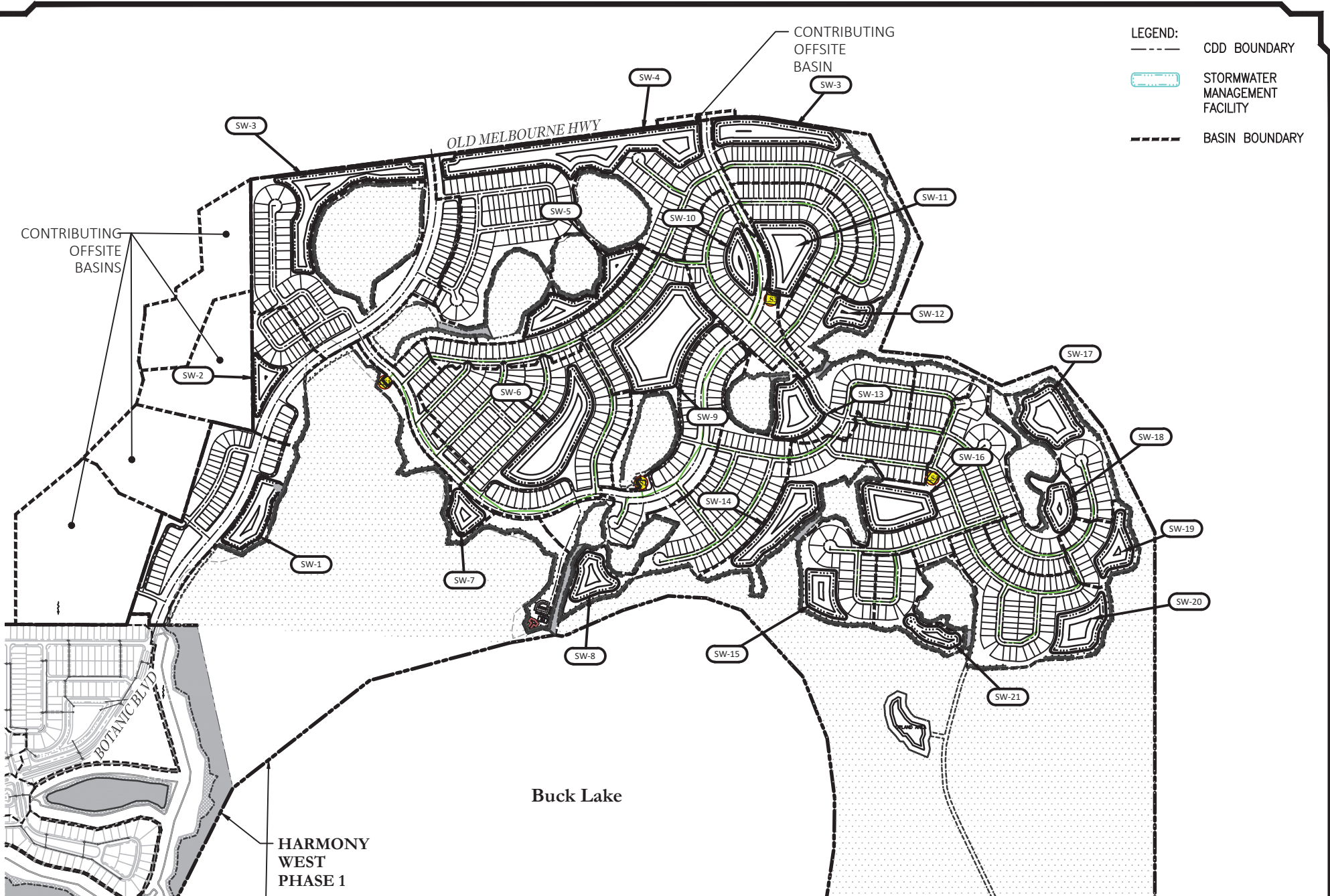


**POULOS & BENNETT**

April 18, 2022  
P & B Job No.: 18-012

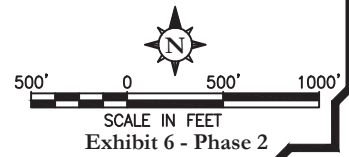
2602 E. Livingston St.  
Orlando, Florida 32803- 407.487.2594

www.poulosandbennett.com  
Certificate of Authorization No. 28567



Stormwater Drainage Map

# Harmony West Phase 2 CDD



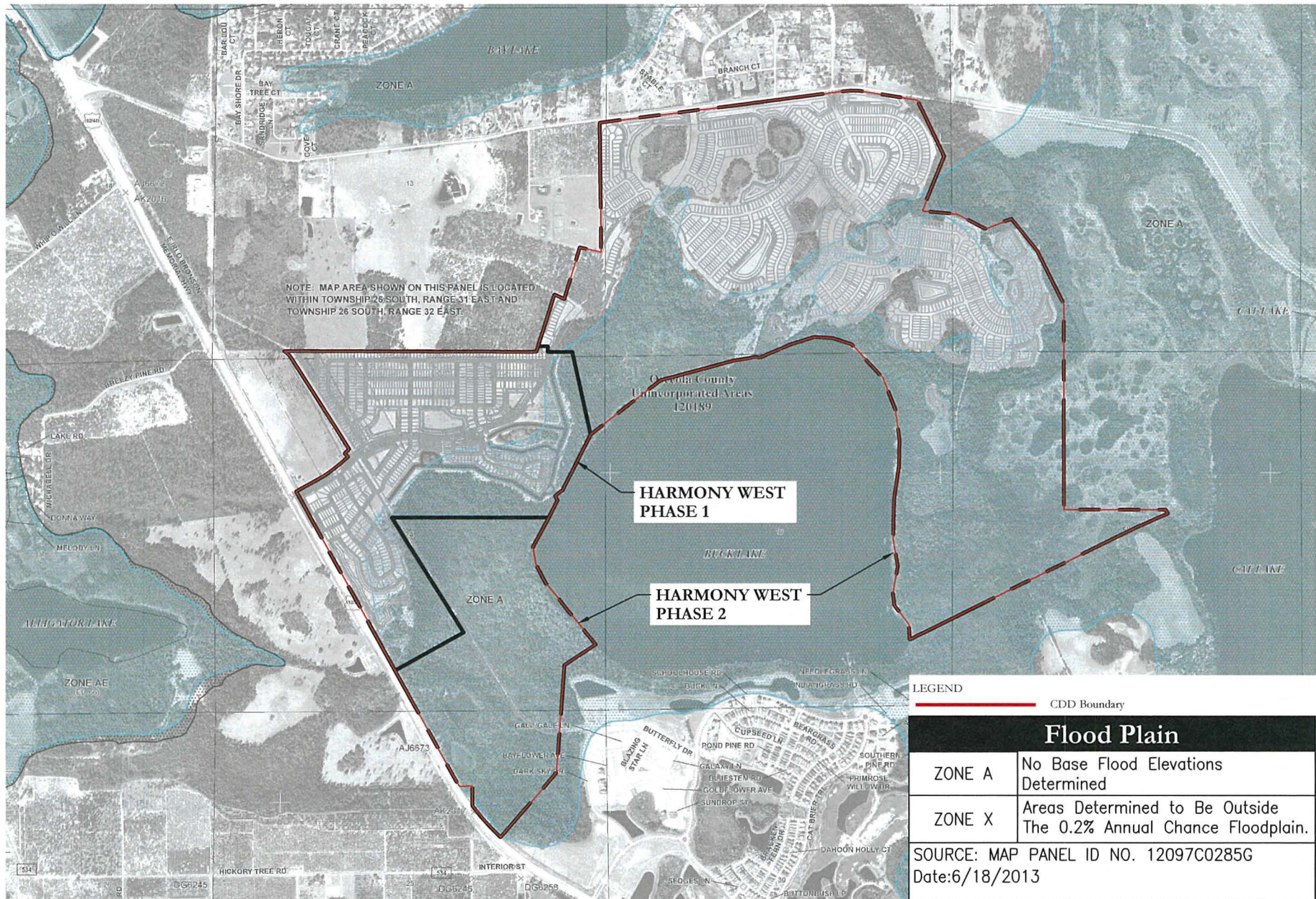
April 18, 2022  
P & B Job No.: 17-084

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

**POULOS & BENNETT**

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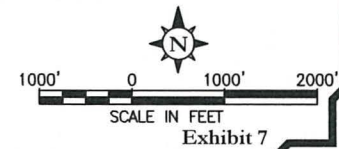
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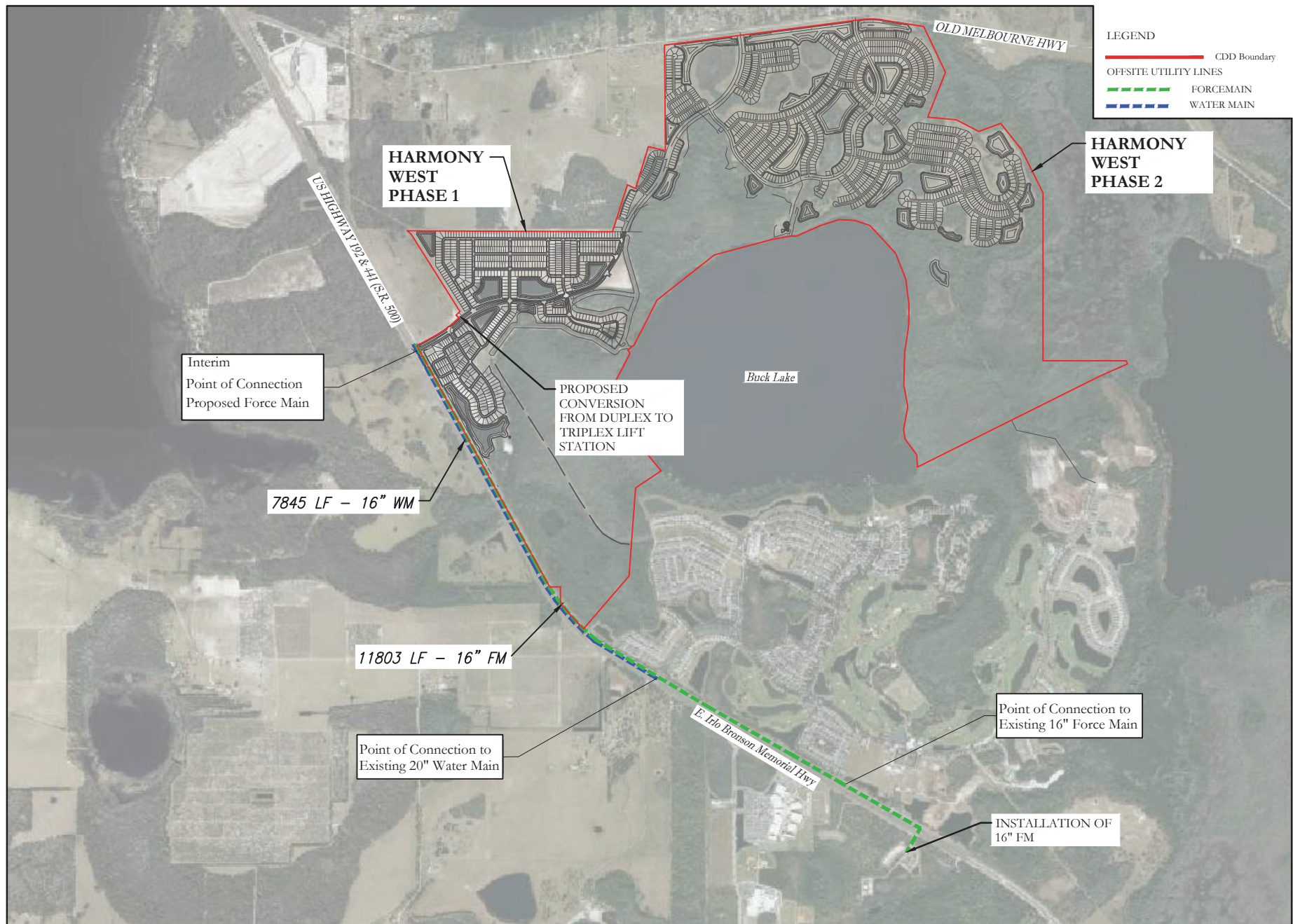
**POULOS & BENNETT**

April 18, 2022  
P & B Job No.: 17-084

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

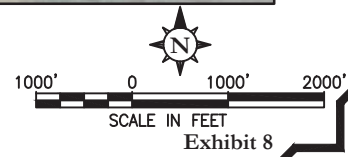
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Offsite Utilities Infrastructure

# Harmony West CDD





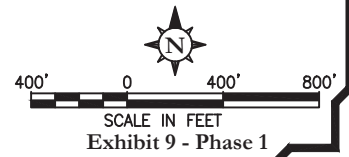
HARMONY WEST  
PHASE 2  
*Buck Lake*

192/441 - E. Ilo Bronson Memorial Hwy

LEGEND:  
 - - - CDD BOUNDARY  
 ——— WATER MAIN

Potable Water Distribution System

# Harmony West Phase 1 CDD



April 22, 2022  
P & B Job No.: 17-084

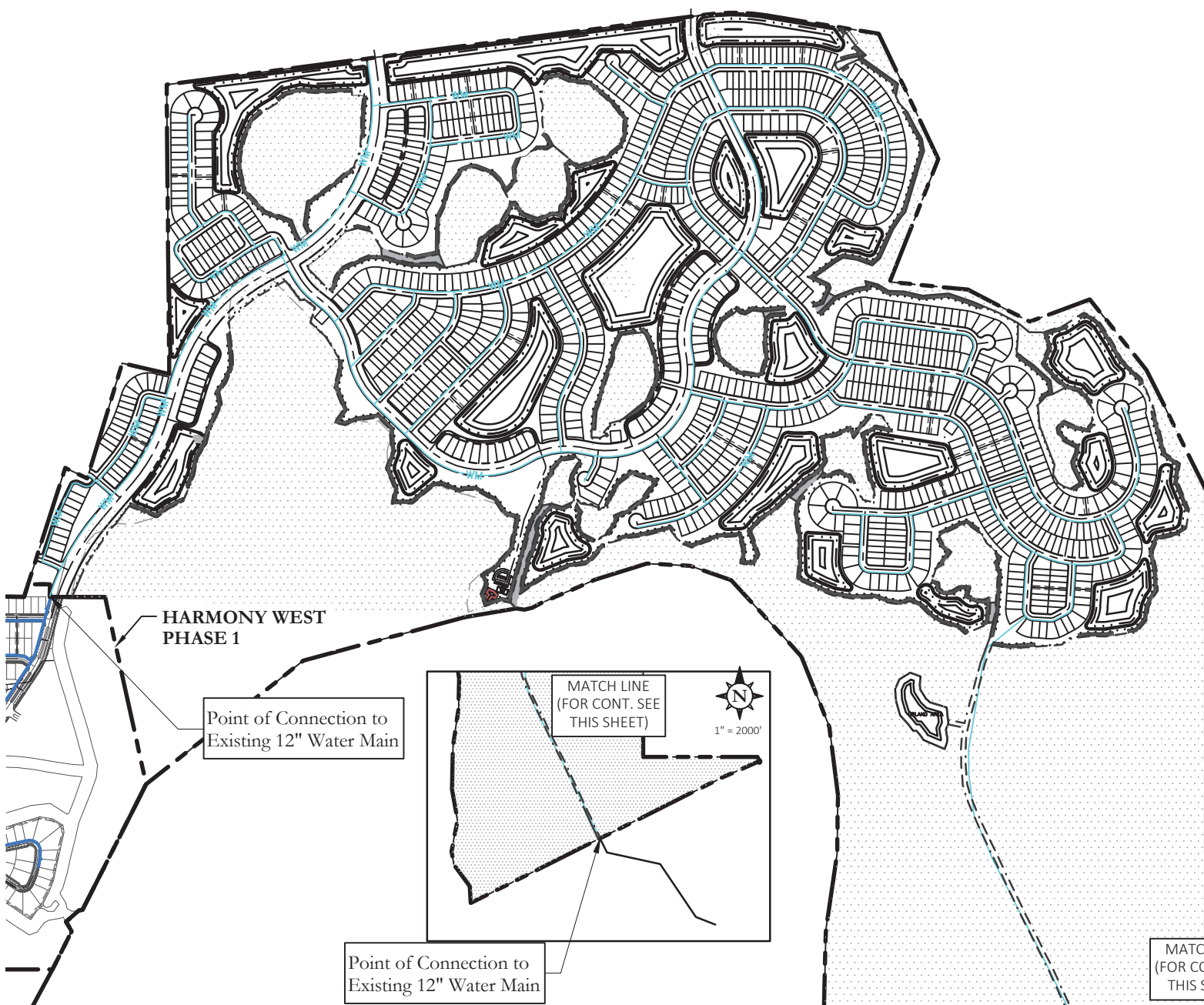
2602 E. Livingston St.  
Orlando, Florida 32803- 407.487.2594

**POULOS & BENNETT**

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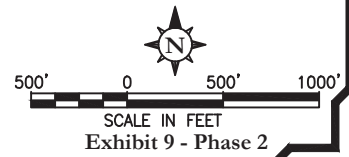
Z:\2018\18-012 HARMONY WEST CDD\CAD\EXH & FIGS\CDD-PHASE 1 & 2\EXHIBIT 9 - POTABLE WATER DISTRIBUTION SYSTEM

LEGEND:  
 CDD BOUNDARY  
 WATER MAIN



Potable Water Distribution System

# Harmny West Phase 2 CDD



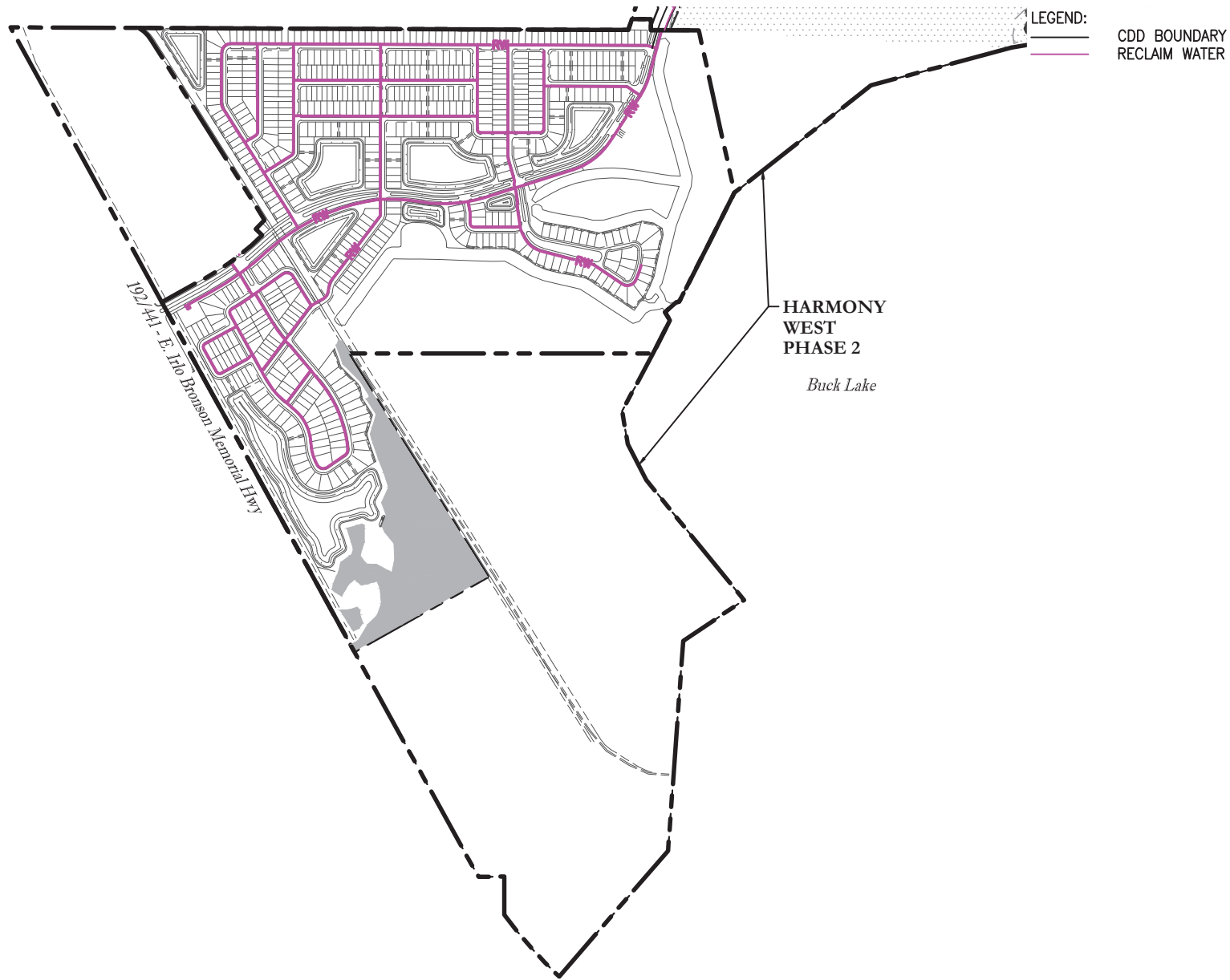
April 22, 2022  
 P & B Job No.: 17-084

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

**POULOS & BENNETT**

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Z:\2018\18-012 HARMONY WEST CDD\CAD\EXH & FIGS\CDD-PHASE 1 & 2\EXHIBIT 9 - POTABLE WATER DISTRIBUTION SYSTEM

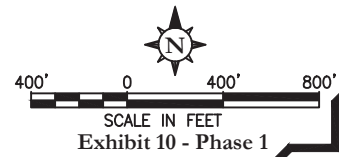


Reclaim Water Distribution System

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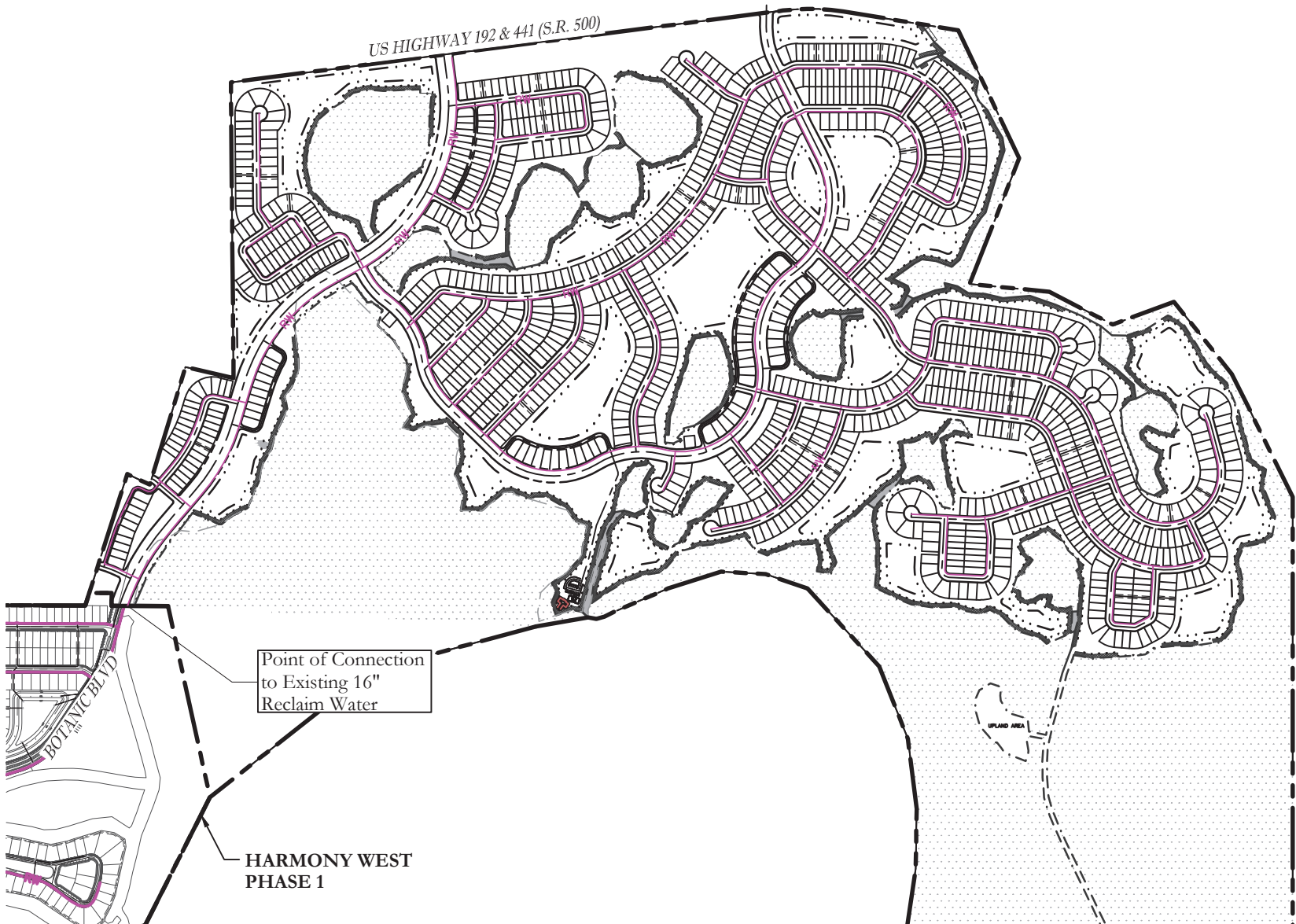
## Harmony West Phase 1 CDD

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LEGEND:  
 ——— CDD BOUNDARY  
 ——— RECLAIM WATER

US HIGHWAY 192 & 441 (S.R. 500)



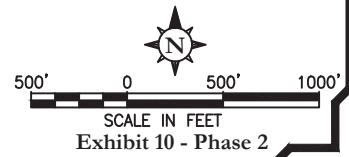
Point of Connection  
to Existing 16"  
Reclaim Water

HARMONY WEST  
PHASE 1

UPLAND AREA

Reclaim Water Distribution System

# Harmony West Phase 2 CDD



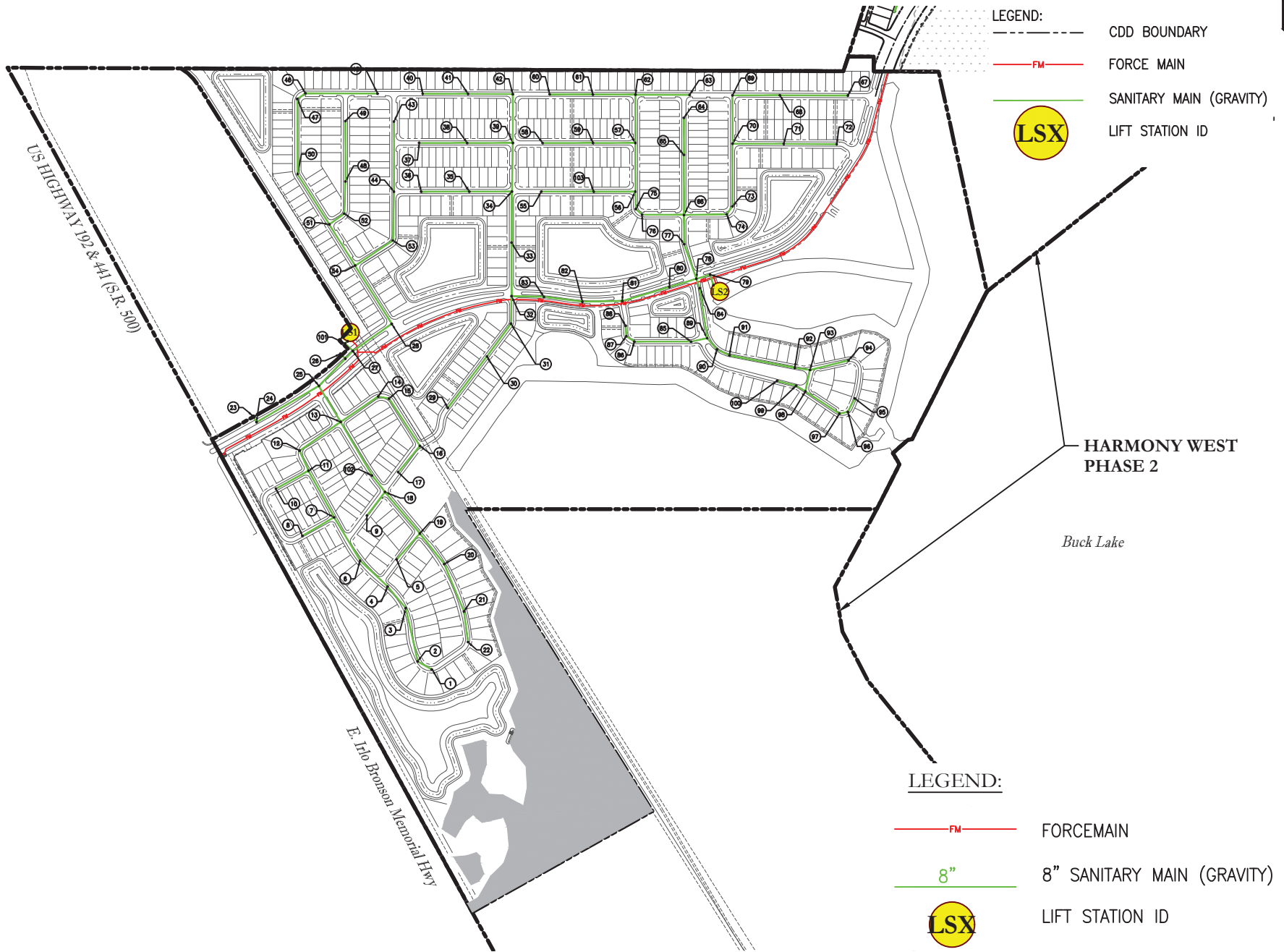
April 22, 2022  
P & B Job No.: 17-084





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Z:\2018\18-012 HARMONY WEST CDD\CAD\EXH & FIGS\CDD-PHASE 1 & 2\EXHIBIT 10 - RECLAIM WATER DISTRIBUTION SYSTEM

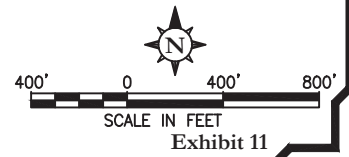


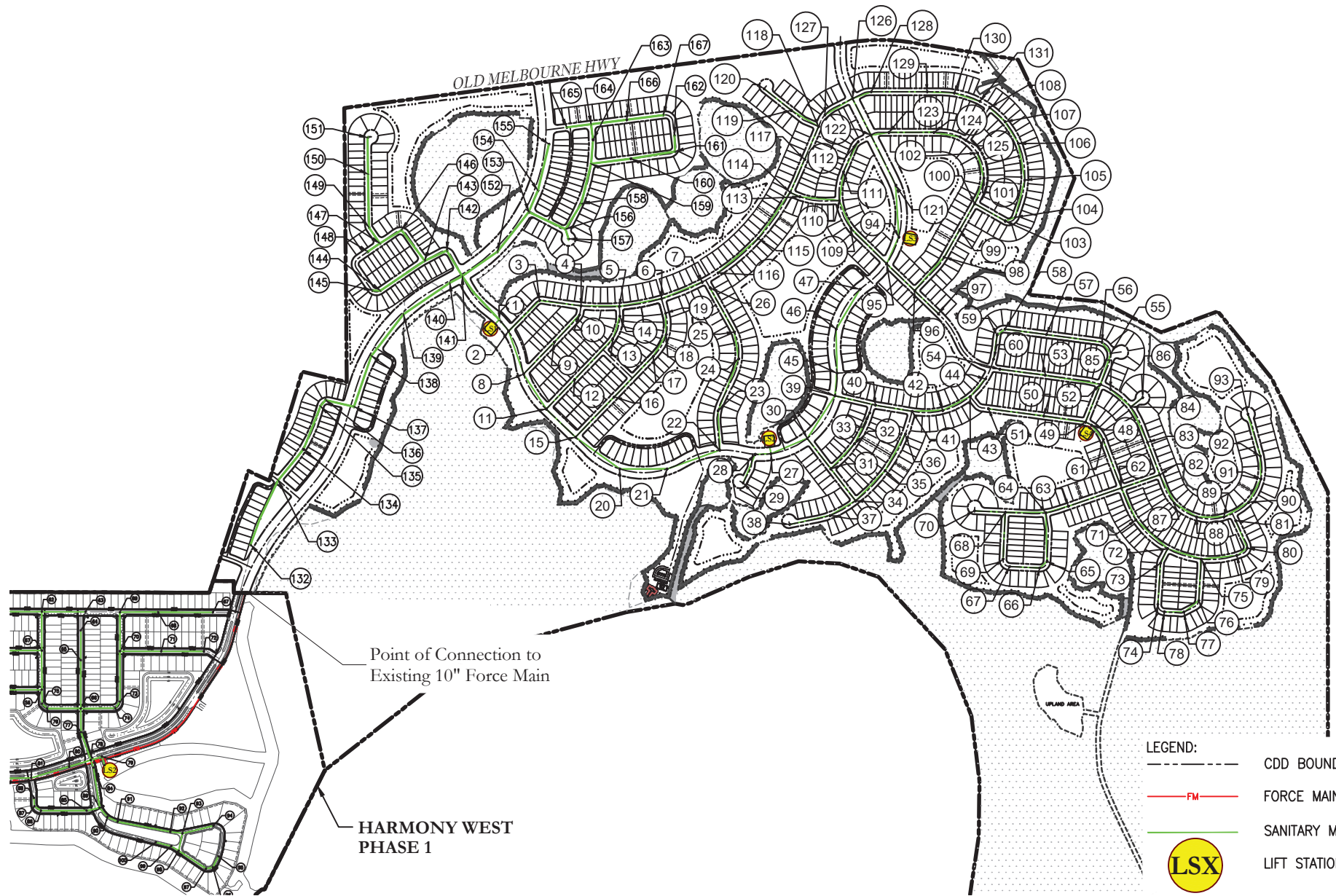
- LEGEND:
-  CDD BOUNDARY
  -  FORCE MAIN
  -  SANITARY MAIN (GRAVITY)
  -  LIFT STATION ID





- LEGEND:
-  FORCEMAIN
  -  8" SANITARY MAIN (GRAVITY)
  -  LIFT STATION ID

Overall Wastewater Collection System

# Harmony West Phase 1 CDD





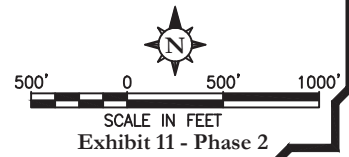
- LEGEND:**
-  CDD BOUNDARY
  -  FM FORCE MAIN
  -  SANITARY MAIN (GRAVITY)
  -  LIFT STATION ID

Point of Connection to Existing 10" Force Main

HARMONY WEST PHASE 1

Wastewater Collection System

# Harmony West Phase 2 CDD



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Certificate of Authorization No. 28567

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

April 22, 2022  
P & B Job No.: 17-084



**EXHIBIT 12**  
**Harmony West CDD**  
**Estimate of Probable Capital Improvement Costs**  
**April 21, 2022**

Facility	Estimated Costs		
	Phase 1	Phase 2	Total
Undergrounding of Electrical Facilities	\$650,000	\$2,302,000	\$2,952,000
Roadways (Pavement and Drainage System)	\$5,795,337	\$16,616,220	\$22,411,557
Stormwater Ponds (Pond Excavation, Dewatering, Sod & Outfall Structures)	\$4,750,125	\$7,022,126	\$11,772,251
Potable Water Distribution (Pipes, Fittings, Valves, etc.)	\$3,000,681	\$5,189,100	\$8,189,781
Sanitary Sewer System (Lift Stations, Pipes, Fittings, Valves, Structures)	\$4,443,479	\$10,003,500	\$14,446,979
Reclaimed Water Distribution (Pipes, Fittings, Valves, etc.)	\$1,238,641	\$3,628,100	\$4,866,741
Parks, Landscape and Hardscape	\$6,575,918	\$8,000,000	\$14,575,918
<b>Subtotal</b>	<b>\$26,454,181</b>	<b>\$52,761,046</b>	<b>\$79,215,227</b>
Professional Fees (15%)	\$2,645,418	\$5,276,105	\$7,921,523
<b>Total</b>	<b>\$29,099,599</b>	<b>\$58,037,151</b>	<b>\$87,136,750</b>

Notes:

1) All costs and expenses for roadways (or portions of roadways) involving the grant of mobility credits by Osceola County shall be paid for by the Developer and are not included in this cost opinion. In no instance shall construction of a roadway (or portion of roadway) be funded by the CDD if mobility credits are to be granted to the Developer by the County.

2) A 15% contingency has been included within the costs.

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**5B**

December 9, 2022

Harmony West Community Development District  
c/o Cindy Cerbone, District Manager  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Villages at Harmony Phase 2A Utilities Improvements


Dear Cindy,

Pursuant to the *Acquisition Agreement*, dated December 8, 2022 ("**Acquisition Agreement**"), by and between the Harmony West Community Development District ("**District**") and Forestar (USA) Real Estate Group Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements and Work Product. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the request of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to post any maintenance bonds or other forms of security required for the turnover of the Improvements to the County.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:  
**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

  
Name: Chris Tyler  
Title: President

Sincerely,  
**FORESTAR (USA) REAL ESTATE GROUP INC.**

[SIGNATURE ON FOLLOWING PAGE]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

December 9, 2022

Harmony West Community Development District  
c/o Cindy Cerbone, District Manager  
Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431

Re: Letter Agreement for Acquisition of Villages at Harmony Phase 2A Utilities Improvements

Dear Cindy,

Pursuant to the *Acquisition Agreement*, dated December 8, 2022 ("**Acquisition Agreement**"), by and between the Harmony West Community Development District ("**District**") and Forestar (USA) Real Estate Group Inc. ("**Developer**"), you are hereby notified that the Developer has completed and wishes to sell ("**Sale**") to the District certain "**Improvements**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements and Work Product. Subject to the terms of the Acquisition Agreement, this amount will be processed by requisition and paid to Developer upon availability of bond proceeds.
- Notwithstanding anything to the contrary herein, certain amounts, as identified in **Exhibit A**, may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed under the contract, and to ensure that no liens are placed on the Improvements. Subject to the terms of the Acquisition Agreement, the District may process the remaining amounts owed by requisition and pay the Developer upon availability of bond proceeds and upon proof of payment by the Developer to the Contractor of the remaining amounts.
- The Developer agrees, at the request of the District, to assist with the transfer of any permits or similar approvals, as well as other work product, necessary for the operation of the Improvements, and to post any maintenance bonds or other forms of security required for the turnover of the Improvements to the County.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Agreed to by:  
**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

Sincerely,  
**FORESTAR (USA) REAL ESTATE GROUP INC.**

[SIGNATURE ON PRIOR PAGE] \_\_\_\_\_

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

Title: \_\_\_\_\_



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

Title: \_\_\_\_\_

**EXHIBIT A**

**Description of Villages at Harmony Phase 2A Utilities Improvements**

All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract A-1 (Alley E), Tract A-2 (Alley D), Botanic Boulevard, Barn Swallow Way, Yellow Warbler Bend, Reddish Egret Bend, Street F, and Audubon Osprey Cove, Tract LS-1 (Lift Station), and the "Utility Easements," as identified in the plat known as *Villages at Harmony Phase 2A*, as recorded at Plat Book 32, Pages 148 - 153, of the Official Records of Osceola County, Florida.

<b>Description</b>	<b>CDD Eligible Amount</b>	<b>Paid to Date</b>	<b>Balance Owed</b>	<b>Retainage</b>
<b>Potable Water</b>	\$805,834.66	\$718,686.84	\$7,293.68	\$79,854.14
<b>Wastewater</b>	\$1,728,641.39	\$1,516,133.81	\$44,048.21	\$168,459.37
<b>Reclaimed Water</b>	\$860,894.80	\$772,554.86	\$2,500.52	\$85,839.42
<b>TOTAL:</b>	<b>\$3,395,370.85</b>	<b>\$3,007,375.51</b>	<b>\$53,842.41</b>	<b>\$334,152.93</b>

**CORPORATE DECLARATION REGARDING COSTS PAID**  
**[VILLAGES AT HARMONY PHASE 2A UTILITIES IMPROVEMENTS]**

**FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation ("**Developer**"), does hereby certify to the Harmony West Community Development District ("**District**"), a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes*:

1. Developer is the developer of certain lands within District.
2. The *Revised Master Engineer's Report for Capital Improvements*, dated April 21, 2022 ("**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
3. Developer has expended funds to develop and/or acquire certain of the public infrastructure improvements and work product described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those improvements and work product that have been completed to date and states the amounts that Developer has spent on those improvements and work product.
4. Except for the balance to finish and/or retainage set forth in **Exhibit A**, no money is owed to any contractors or subcontractors for any work performed on the completed improvements.
5. The Developer acknowledges that the District intends to rely on this Declaration for purposes of acquiring the infrastructure improvements and work product identified in **Exhibit A**.

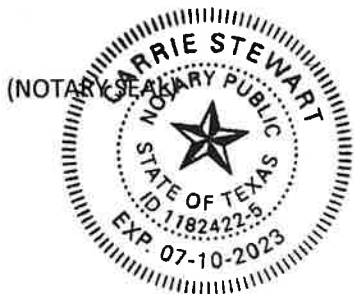
**IN WITNESS WHEREOF**, the undersigned has executed this certificate for and on behalf of the Developer as of the 2nd day of December, 2022.

**FORESTAR (USA) REAL ESTATE GROUP INC.**

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

STATE OF TEXAS  
COUNTY OF TARRANT

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 2 day of DECEMBER, 2022, by JAMES ALLEN as CEO of Forestar (USA) Real Estate Group Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



  
\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS  
Name: CARRIE STEWART  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**EXHIBIT A**

**Description of Villages at Harmony Phase 2A Utilities Improvements**

All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract A-1 (Alley E), Tract A-2 (Alley D), Botanic Boulevard, Barn Swallow Way, Yellow Warbler Bend, Reddish Egret Bend, Street F, and Audubon Osprey Cove, Tract LS-1 (Lift Station), and the "Utility Easements," as identified in the plat known as *Villages at Harmony Phase 2A*, as recorded at Plat Book 32, Pages 148 - 153, of the Official Records of Osceola County, Florida.

<b>Description</b>	<b>CDD Eligible Amount</b>	<b>Paid to Date</b>	<b>Balance Owed</b>	<b>Retainage</b>
<b>Potable Water</b>	\$805,834.66	\$718,686.84	\$7,293.68	\$79,854.14
<b>Wastewater</b>	\$1,728,641.39	\$1,516,133.81	\$44,048.21	\$168,459.37
<b>Reclaimed Water</b>	\$860,894.80	\$772,554.86	\$2,500.52	\$85,839.42
<b>TOTAL:</b>	<b>\$3,395,370.85</b>	<b>\$3,007,375.51</b>	<b>\$53,842.41</b>	<b>\$334,152.93</b>

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE**  
**[VILLAGES AT HARMONY PHASE 2A UTILITIES IMPROVEMENTS]**

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 5<sup>th</sup> day of December, 2022, by The Briar Team, LLC ("Contractor"), with an address of 4570 Orange Boulevard, Sanford, Florida 32771, in favor of the **Harmony West Community Development District** ("District"), which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**RECITALS**

WHEREAS, pursuant to that certain Independent Contractor Agreement ("Contract") dated 2-8-2022 and between Contractor and Forestar (USA) Real Estate Group Inc., ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("Improvements"); and

WHEREAS, Developer may in the future convey the Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

**NOW, THEREFORE**, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

3. **WARRANTY.** Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.

4. **CERTIFICATION.** Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this



document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$ 387,995.35 (including balance to finish and retainage) related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

THE BRIAR TEAM, LLC

[Signature]  
By: Richard Herbert  
Its: Contractor

STATE OF Florida  
COUNTY OF Seaside

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 5th day of December, 2022, by Richard Herbert as Contractor of The Briar Team, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, STATE OF \_\_\_\_\_

Name: Melissa Leigh Harley  
(Name of Notary Public, Printed,  
Stamped or Typed as Commissioned)

(NOTARY SEAL)



**EXHIBIT A**

**Description of Villages at Harmony Phase 2A Utilities Improvements**

All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract A-1 (Alley E), Tract A-2 (Alley D), Botanic Boulevard, Barn Swallow Way, Yellow Warbler Bend, Reddish Egret Bend, Street F, and Audubon Osprey Cove, Tract LS-1 (Lift Station), and the "Utility Easements," as identified in the plat known as *Villages at Harmony Phase 2A*, as recorded at Plat Book 32, Pages 148 - 153, of the Official Records of Osceola County, Florida.

<b>Description</b>	<b>CDD Eligible Amount</b>	<b>Paid to Date</b>	<b>Balance Owed</b>	<b>Retainage</b>
<b>Potable Water</b>	\$805,834.66	\$718,686.84	\$7,293.68	\$79,854.14
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**DISTRICT ENGINEER'S CERTIFICATE**  
**[VILLAGES AT HARMONY PHASE 2A UTILITIES IMPROVEMENTS]**

December 6, 2022

Board of Supervisors  
Harmony West Community Development District

Ladies and Gentlemen:

The undersigned is a representative of Poulos & Bennett, LLC ("**District Engineer**"), as District Engineer for the Harmony West Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Forestar (USA) Real Estate Group Inc. ("**Developer**") as to certain public infrastructure "**Improvements**" and "**Work Product**" as further detailed in **Exhibit A**. The undersigned, an authorized representative of the District Engineer, hereby certifies that:

1. I have reviewed the Improvements and Work Product. I have further reviewed certain documentation relating to the same, including but not limited to certain invoices, plans, and other documents.
2. The Improvements and Work Product are within the scope of the District's capital improvement plan as set forth in the District's *Revised Master Engineer's Report for Capital Improvements*, dated April 21, 2022 ("**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and, subject to the design specifications, are capable of performing the functions for which they were intended. I am not aware of any defects in the Improvements.
4. The total costs associated with the Improvements and Work Product are as set forth in **Exhibit A**. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or acquire the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

[CONTINUED ON FOLLOWING PAGE]

6. With this document, I hereby certify that it is appropriate at this time for the District to acquire the Improvements and Work Product.

**POULOS & BENNETT, LLC**

M. D. Stehli 12/6/22

Marc Stehli, P.E.

Florida Registration No. 52781

District Engineer

STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 6th day of December, 2022, by Marc Stehli as District Engineer of Poulos & Bennett, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

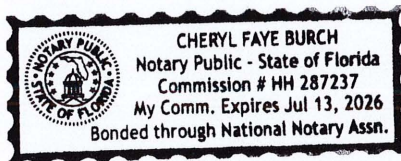
Cheryl Burch

NOTARY PUBLIC, STATE OF Florida

Name: Cheryl Burch

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

(NOTARY SEAL)



**EXHIBIT A**

**Description of Villages at Harmony Phase 2A Utilities Improvements**

All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract A-1 (Alley E), Tract A-2 (Alley D), Botanic Boulevard, Barn Swallow Way, Yellow Warbler Bend, Reddish Egret Bend, Street F, and Audubon Osprey Cove, Tract LS-1 (Lift Station), and the "Utility Easements," as identified in the plat known as *Villages at Harmony Phase 2A*, as recorded at Plat Book 32, Pages 148 - 153, of the Official Records of Osceola County, Florida.

<b>Description</b>	<b>CDD Eligible Amount</b>	<b>Paid to Date</b>	<b>Balance Owed</b>	<b>Retainage</b>
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**BILL OF SALE AND LIMITED ASSIGNMENT**  
**[VILLAGES AT HARMONY PHASE 2A UTILITIES IMPROVEMENTS]**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of the 9<sup>th</sup> day of December, 2022, by and between **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, with an address of 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 (“**Grantor**”), and **Harmony West Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“**District**” or “**Grantee**”) whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following property (together, “**Property**”) as described below to have and to hold for Grantee’s own use and benefit forever:

- a. **Improvements** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the improvements identified in **Exhibit A**.
- b. **Work Product** – All of the right, title, interest, and benefit the Grantor, if any, in, to, and under the work product identified in **Exhibit A**.
- c. **Additional Rights** – All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the foregoing work product and improvements.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Grantor.

3. Without waiving any of the rights against third parties granted herein, the Property is being conveyed to the District in its as-is condition, without representation or warranty of any kind from Grantor. The District agrees that Grantor shall not be responsible or liable to the District for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as the District is purchasing the Property, “**AS IS, WHERE IS**”, AND “**WITH ALL FAULTS**”. The District, on its own behalf and on behalf of anyone claiming by, through or under the District and on behalf of it

successors and assigns, to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor from any and all claims, loss, costs, expense or judgments of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which the District may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor, its affiliates, successors and assigns, relating to this letter agreement, the transaction contemplated hereby, and/or the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of transfer of the Property. Grantor shall not be liable for any damages whatsoever, including but not limited to special, direct, indirect, consequential, or other damages resulting or arising from or relating to the ownership, use, condition, location, development, maintenance, repair, or operation of the Property.

4. The Grantor represents that it has no knowledge of any latent or patent defects in the Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

5. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

**[CONTINUED ON FOLLOWING PAGE]**

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

By: [Signature]  
Name: VICTORIA WALKER

[Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: [Signature]  
Name: CARRIE STEWART

STATE OF TEXAS  
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 2 day of December, 2022, by James Allen as CEO of Forestar, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

[Signature]  
NOTARY PUBLIC, STATE OF TEXAS  
Name: CARRIE STEWART  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)





**BILL OF SALE**  
**[VILLAGES AT HARMONY PHASE 2A UTILITIES IMPROVEMENTS]**  
**CDD FORM**

KNOW ALL MEN BY THESE PRESENTS:

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

TO HAVE AND TO HOLD the same unto Toho, its successors and assigns forever.

And the Seller, on behalf of itself and its successors, hereby covenants to and with Toho, its successors and assigns, that it has not previously conveyed the Purchased Assets to any other person or entity.

And Toho has been given the opportunity to inspect, or has inspected, the Purchased Assets and agrees to accept the Purchased Assets in its existing state and location.

**IN WITNESS WHEREOF**, the Seller and Toho hereto execute this document on the date and year written below their signatures.

**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

**TOHOPEKALIGA WATER AUTHORITY**

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

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

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: Chairman

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT "A"**  
**LEGAL DESCRIPTION OF PROPERTY**

All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Tract A-1 (Alley E), Tract A-2 (Alley D), Botanic Boulevard, Barn Swallow Way, Yellow Warbler Bend, Reddish Egret Bend, Street F, and Audubon Osprey Cove, Tract LS-1 (Lift Station), and the "Utility Easements," as identified in the plat known as *Villages at Harmony Phase 2A*, as recorded at Plat Book 32, Pages 148 - 153, of the Official Records of Osceola County, Florida.

Prepared by and after recording return to:  
KE Law Group, PLLC  
2016 Delta Boulevard, Suite 101  
Tallahassee, Florida 32303

## QUIT CLAIM DEED

**THIS QUIT CLAIM DEED** is made between **HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* (“District” or “Grantor”) whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, and **TOHOPEKALIGA WATER AUTHORITY**, an independent special district established and created pursuant to Chapter 189, *Florida Statutes*, by special act of the Florida Legislature, whose post office address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741 (“Grantee”).

### WITNESSETH:

**GRANTOR**, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable considerations to Grantors in hand paid by said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described parcel of land, situate, lying and being in Osceola County, Florida, to-wit:

#### ***LEGAL DESCRIPTION FOR LIFT STATION PARCEL***

**See attached Exhibit “A” incorporated herein by reference.**

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

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

**[Remainder of page intentionally left blank. Signature page to follow.]**

**IN WITNESS WHEREOF**, the Grantor has duly caused the execution of this Quit Claim Deed as of the date set forth below.

**WITNESSES**

**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Chairman

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

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this \_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as Chairman of the Harmony West Community Development District, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.

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

(NOTARY SEAL)

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

**EXHIBIT A  
LEGAL DESCRIPTION FOR  
LIFT STATION PARCEL**

TRACT LS-1 (LIFT STATION)

VILLAGES AT HARMONY PHASE 2A, PLAT BOOK 32, PAGES 148 THROUGH 153, A REPLAT OF A PORTION OF TRACT W-1B, VILLAGES AT HARMONY PHASE 1B PLAT BOOK 29, PAGES 104 THROUGH 112 A REPLAT OF A PORTION OF TRACT FD-1, VILLAGES AT HARMONY PHASE 1C-2, PLAT BOOK 30, PAGES 198 AND 199. SECTION 24, TOWNSHIP 26 SOUTH, RANGE 31 EAST, A PORTION OF THE WEST ½ OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 32 EAST OSCEOLA COUNTY, FLORIDA.

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**UNAUDITED**  
**FINANCIAL**  
**STATEMENTS**

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
OCTOBER 31, 2022**

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
OCTOBER 31, 2022**

	General Fund	Debt Service Fund Series 2018	Debt Service Fund	Capital Projects Fund Series 2018	Total Governmental Funds
<b>ASSETS</b>					
Cash	\$ 232,374	\$ -	\$ -	\$ -	\$ 232,374
Investments					
Revenue	-	295,732	-	-	295,732
Reserve	-	430,094	-	-	430,094
Construction	-	-	-	7	7
Due from Developer	-	-	1,158	-	1,158
Due from general fund	-	33,917	-	-	33,917
Due from debt service fund 201	1,528	-	-	-	1,528
Utility deposit	8,856	-	-	-	8,856
Prepaid expense	11,961	-	-	-	11,961
Total assets	<u>\$ 254,719</u>	<u>\$ 759,743</u>	<u>\$ 1,158</u>	<u>\$ 7</u>	<u>\$ 1,015,627</u>
<b>LIABILITIES AND FUND BALANCES</b>					
Liabilities:					
Accounts payable on-site	\$ 52,196	\$ -	\$ -	\$ -	\$ 52,196
Accounts payable off-site	3,609	-	1,158	-	4,767
Due to Developer	-	-	19,341	-	19,341
Due to general fund	-	1,528	-	-	1,528
Due to debt service fund	33,917	-	-	-	33,917
Landowner advance	3,300	-	-	-	3,300
Total liabilities	<u>93,022</u>	<u>1,528</u>	<u>20,499</u>	<u>-</u>	<u>115,049</u>
Fund balances:					
Restricted					
Debt service	-	758,215	(19,341)	-	738,874
Capital projects	-	-	-	7	7
Committed					
Playground	6,000	-	-	-	6,000
Sign and wall	4,000	-	-	-	4,000
3 months working capital	147,445	-	-	-	147,445
Unassigned	4,252	-	-	-	4,252
Total fund balances	<u>161,697</u>	<u>758,215</u>	<u>(19,341)</u>	<u>7</u>	<u>900,578</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 254,719</u>	<u>\$ 759,743</u>	<u>\$ 1,158</u>	<u>\$ 7</u>	<u>\$ 1,015,627</u>



**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ -	\$ -	\$ 516,556	0%
Assessment levy: off-roll	-	-	272,210	0%
Buck Lake mgmt & consulting cost-share	-	-	2,175	0%
Buck Lake maintenance cost-share	-	-	7,200	0%
Total revenues	<u>-</u>	<u>-</u>	<u>798,141</u>	0%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management fees	4,000	4,000	48,000	8%
Legal - general counsel	-	-	25,000	0%
Engineering	-	-	10,000	0%
Audit	-	-	11,350	0%
Arbitrage rebate calculation	-	-	750	0%
Dissemination fee	167	167	2,000	8%
Trustee	-	-	10,500	0%
Telephone	17	17	200	9%
Postage	-	-	500	0%
Printing & binding	42	42	500	8%
Legal advertising	269	269	1,200	22%
Annual district filing fee	175	175	175	100%
Insurance	-	-	7,661	0%
Contingencies	-	-	750	0%
Website				
Hosting & maintenance	705	705	705	100%
ADA compliance	210	210	210	100%
Total professional & administrative	<u>5,585</u>	<u>5,585</u>	<u>119,501</u>	5%

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Field operations and maintenance</b>				
Field operations manager	500	500	6,000	8%
Field operations accounting	146	146	1,750	8%
Landscaping contract labor	-	-	310,000	0%
Landscaping consultant	-	-	12,000	0%
Insurance: property	-	-	5,630	0%
Porter services - dog park	-	-	4,920	0%
Playground ADA mulch	-	-	4,000	0%
Backflow prevention test	-	-	150	0%
Irrigation maintenance / repair	-	-	7,000	0%
Plants, shrubs & mulch	-	-	23,000	0%
Annuals	-	-	44,000	0%
Tree trimming	-	-	15,000	0%
Signage	-	-	2,500	0%
General maintenance	-	-	5,500	0%
Fountain Maintenance	-	-	2,000	0%
Fence / wall repair	-	-	4,000	0%
Aquatic control - waterway	-	-	27,300	0%
Wetland monitoring & maintenance	-	-	6,000	0%
Buck lake mgmt & consulting cost-share	-	-	3,300	0%
Buck lake maintenance cost-share	-	-	14,400	0%
Electric:				
Irrigation	-	-	27,000	0%
Street lights	-	-	28,000	0%
Entrance signs	-	-	3,000	0%
Palm tree lights	-	-	5,000	0%
Fountain electricity	-	-	12,000	0%
Water irrigation	-	-	35,000	0%
Total field operations and maintenance	<u>646</u>	<u>646</u>	<u>608,450</u>	0%
<b>Other fees &amp; charges</b>				
Property appraiser	-	-	83	0%
Tax collector	-	-	10,762	0%
Total other fees & charges	<u>-</u>	<u>-</u>	<u>10,845</u>	0%
Total expenditures	<u>6,231</u>	<u>6,231</u>	<u>738,796</u>	1%
Excess/(deficiency) of revenues over/(under) expenditures	(6,231)	(6,231)	59,345	
Fund balances - beginning	167,928	167,928	110,328	
Fund balances - ending				
Playground	6,000	6,000	6,000	
Sign and wall	4,000	4,000	4,000	
3 months working capital	147,445	147,445	147,445	
Unassigned	4,252	4,252	12,228	
Fund balances - ending	<u>\$ 161,697</u>	<u>\$ 161,697</u>	<u>\$ 169,673</u>	

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2018  
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
<b>REVENUES</b>				
Assessment levy: on-roll	\$ -	\$ -	\$ 545,854	0%
Interest	1,180	1,180	-	N/A
Total revenues	<u>1,180</u>	<u>1,180</u>	<u>545,854</u>	0%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	135,000	0%
Interest	-	-	395,791	0%
Tax collector	-	-	11,372	0%
Total debt service	<u>-</u>	<u>-</u>	<u>542,163</u>	0%
Excess/(deficiency) of revenues over/(under) expenditures	1,180	1,180	3,691	
Fund balances - beginning	<u>757,035</u>	<u>757,035</u>	<u>665,482</u>	
Fund balances - ending	<u>\$ 758,215</u>	<u>\$ 758,215</u>	<u>\$ 669,173</u>	

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND  
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	Current Month	Year To Date
<b>REVENUES</b>	\$ -	\$ -
Total revenues	-	-
<b>EXPENDITURES</b>	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	(19,341)	(19,341)
Fund balances - ending	\$ (19,341)	\$ (19,341)

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2018  
FOR THE PERIOD ENDED OCTOBER 31, 2022**

	Current Month	Year To Date
<b>REVENUES</b>	\$ -	\$ -
Total revenues	-	-
<b>EXPENDITURES</b>	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	7	7
Fund balances - ending	\$ 7	\$ 7

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**A**

**DRAFT**

**MINUTES OF MEETING  
HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT**

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A Landowners' Meeting of the Harmony West Community Development District was held on November 17, 2022 at 10:30 a.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

**Present at the meeting:**

Daniel Rom	District Manager/Proxy Holder
Jere Earlywine (via telephone)	District Counsel
Ashley Ligas (via telephone)	KE Law Group, PLLC
Katie Ibarra (via telephone)	KE Law Group, PLLC
Mark Hills	Field Operations Manager
Miguel Lugo	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 10:30 a.m.

**SECOND ORDER OF BUSINESS**

**Affidavit/Proof of Publication**

The proof of publication was included for informational purposes.

**THIRD ORDER OF BUSINESS**

**Election of Chair to Conduct Landowners' Meeting**

Mr. Rom served as Chair to conduct the Landowners' meeting.

**FOURTH ORDER OF BUSINESS**

**Election of Supervisors [Seats 1, 2, 4]**

**A. Nominations**

Mr. Rom stated he is the Proxy Holder on behalf of Forestar (USA) Real Estate Group Inc., dated November 15, 2022 and signed by Chris Tyree, a confirmed officer of the company.

Mr. Rom nominated the following:

38 Seat 1 Robyn Bronson

39 Seat 2 Chris Tyree

40 Seat 4 John Wiggins

41 No other nominations were made.

42 **B. Casting of Ballots**

43 • **Determine Number of Voting Units Represented**

44 A total of 366 voting units were represented.

45 • **Determine Number of Voting Units Assigned by Proxy**

46 All 366 voting units were assigned by proxy to Mr. Daniel Rom by the Landowner,

47 Forestar (USA) Real Estate Group Inc.

48 Mr. Rom cast the following votes:

49 Seat 1 Robyn Bronson 366 votes

50 Seat 2 Chris Tyree 366 votes

51 Seat 4 John Wiggins 365 votes

52 **C. Ballot Tabulation and Results**

53 Mr. Rom reported the following ballot tabulation, results and term lengths:

54 Seat 1 Robyn Bronson 366 votes 4-Year Term

55 Seat 2 Chris Tyree 366 votes 4-Year Term

56 Seat 4 John Wiggins 365 votes 2-Year Term

57

58 **FIFTH ORDER OF BUSINESS**

**Landowners' Questions/Comments**

59

60 There were no Landowners' questions or comments.

61

62 **SIXTH ORDER OF BUSINESS**

**Adjournment**

63

64 There being nothing further to discuss, the meeting adjourned at 10:34 a.m.



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Secretary/Assistant Secretary

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Chair/Vice Chair

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**MINUTES**

**B**

**DRAFT**  
**MINUTES OF MEETING**  
**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Harmony West Community Development District held a Regular Meeting on November 17, 2022, immediately following the adjournment of the Landowner’s Meeting, scheduled to commence at 10:30 a.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

**Present were:**

William Fife	Vice Chair
Roger Van Auker	Assistant Secretary
John Wiggins	Assistant Secretary

**Also present were:**

Daniel Rom	District Manager
Jere Earlywine (via telephone)	District Counsel
Mark Hills	Field Operations Manager
Miguel Lugo	Resident

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 10:36 a.m. Supervisor Wiggins was elected at the Landowners’ Election held just prior to this meeting and the Oath of Office was administered to Mr. Wiggins prior to this meeting. Supervisors Fife, Wiggins and Van Auker were present. Supervisors Tyree and Bronson were not present.

**SECOND ORDER OF BUSINESS**

**Public Comments**

Resident Miguel Lugo stated he attended the HOA meeting and feels there is confusion about the CDD and HOA responsibilities and a communication to residents might help.

Discussion ensued regarding providing a map depicting the areas of responsibility to residents via e-blast or a newsletter. Mr. Hills stated he would address the issue.

**THIRD ORDER OF BUSINESS**

**Administration of Oath of Office to Newly Elected Supervisors *(the following will be provided in a separate package)***

40 Mr. Rom reiterated that the Oath of Office was administered to Mr. Wiggins before the  
41 meeting and it will be administered to Mr. Tyree and Mr. Bronson at a future meeting.

42 **A. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**

43 **B. Membership, Obligations and Responsibilities**

44 **C. Financial Disclosure Forms**

45 **I. Form 1: Statement of Financial Interests**

46 **II. Form 1X: Amendment to Form 1, Statement of Financial Interests**

47 **III. Form 1F: Final Statement of Financial Interests**

48 **D. Form 8B: Memorandum of Voting Conflict**

49

50 **FOURTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-01,  
Canvassing and Certifying the Results of  
the Landowners’ Election of Supervisors  
Held Pursuant to Section 190.006(2),  
Florida Statutes, and Providing for an  
Effective Date**

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57 Mr. Rom presented Resolution 2023-01 and recapped the Landowners’ Election results:

58	Seat 1	Robyn Bronson	366 votes	4-Year Term
59	Seat 2	Chris Tyree	366 votes	4-Year Term
60	Seat 4	John Wiggins	365 votes	2-Year Term

61

**On MOTION by Mr. Van Auker and seconded by Mr. Wiggins, with all in favor,  
Resolution 2023-01, Canvassing and Certifying the Results of the Landowners’  
Election of Supervisors Held Pursuant to Section 190.006(2), Florida Statutes,  
and Providing for an Effective Date, was adopted.**

66  
67

68 **FIFTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-02,  
Designating Certain Officers of the District,  
and Providing for an Effective Date**

69  
70  
71

72 Mr. Rom presented Resolution 2023-02. Mr. Van Auker nominated the following slate:

73	Chair	Chris Tyree
74	Vice Chair	William Fife
75	Secretary	Craig Wrathell
76	Assistant Secretary	John Wiggins

77	Assistant Secretary	Robyn Bronson
78	Assistant Secretary	Roger Van Auker
79	Assistant Secretary	Cindy Cerbone
80	Assistant Secretary	Daniel Rom

81 No other nominations were made. Prior appointments by the Board for Treasurer and  
 82 Assistant Treasurer remain unaffected by this Resolution.

83

**On MOTION by Mr. Fife and seconded by Mr. Van Auker, with all in favor, Resolution 2022-02, Designating Certain Officers of the District, as nominated, and Providing for an Effective Date, was adopted.**

87

88

**SIXTH ORDER OF BUSINESS**

**Consideration of Fiscal Year 2022/2023 Deficit Funding Agreement**

90

91

92 Mr. Rom presented the Fiscal Year 2022/2023 Deficit Funding Agreement. Fiscal Year  
 93 2022 ended on September 30, 2022 and, as anticipated, total expenditures exceeded budget  
 94 due to landscaping changes, necessitating a Budget Amendment. A Deficit Funding Agreement  
 95 is required to address Landowner contributions. Mr. Earlywine stated any amounts funded  
 96 under the Agreement can be included in the Fiscal Year 2023 budget and repaid to the  
 97 Landowner, as described in Section 1.

98

**On MOTION by Mr. Fife and seconded by Mr. Van Auker, with all in favor, the Fiscal Year 2022/2023 Deficit Funding Agreement, was approved.**

99

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**SEVENTH ORDER OF BUSINESS**

**Consideration of Resolution 2023-03, Relating to the Amendment of the General Fund Portion of the Budget for the Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022; and Providing for an Effective Date**

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110 Mr. Rom presented Resolution 2023-03. He reviewed the Amended Fiscal Year 2022  
 111 budget noting items that caused expenditures to exceed budget. The \$15,000 "Engineering-  
 112 stormwater analysis" expenditure was not budgeted as the requirement was enacted after the  
 113 Fiscal Year 2022 budget was adopted. "Legal advertising" was over budget due to Public  
 114 Hearing advertisements. The "Plants, shrubs & mulch" and "Irrigation" line items exceeded

115 budget due to new construction phases. "Fountain electricity" was another unbudgeted  
116 expense. Mr. Van Auker stated that line item might be revisited due to the projected cost.

117

**On MOTION by Mr. Wiggins and seconded by Mr. Fife, with all in favor, Resolution 2023-03, Relating to the Amendment of the General Fund Portion of the Budget for the Fiscal Year Beginning October 1, 2021 and Ending September 30, 2022; and Providing for an Effective Date, was adopted.**

122

123

**EIGHTH ORDER OF BUSINESS**

**Consideration of Service Agreements/  
Proposals**

125

126

**A. United Land Services, Services Agreement Addendum [Phase II Ponds A&B]**

128 Mr. Rom presented the Land Services, Services Agreement Addendum.

129

**On MOTION by Mr. Fife and seconded by Mr. Van Auker, with all in favor, the Land Services, Services Agreement Addendum for Phase II Ponds A & B, in the annual amount of \$6,660, in substantial form and authorizing Staff to prepare an Addendum to the existing Agreement and for the Chair or Vice Chair to execute, was approved.**

135

136

137 Mr. Fife stated he will work with United Land to obtain pricing for landscape  
138 maintenance for all Phase II ponds. Mr. Earlywine will draft an Addendum to the contract.

**B. Lake Pros, LLC, Maintenance Agreement [Ponds 1-6]**

140 Mr. Rom presented the Lake Pros, LLC, Maintenance Agreement for Ponds 1 through 6.

141 Mr. Earlywine noted minor revisions were necessary, including the addition of E-Verify.

142

**On MOTION by Mr. Wiggins and seconded by Mr. Van Auker, with all in favor, the Lake Pros, LLC, Maintenance Agreement for Ponds 1 through 6, in the annual amount of \$7,140, substantial form, and authorizing Staff to prepare an Addendum to the existing Agreement and for the Chair or Vice Chair to execute, was approved.**

148

149

**C. Bio-Tech Consulting Inc., Proposal for Environmental Services [The Villages at  
151 Harmony Phases 2A, 2B - M&M]**

152 Mr. Rom presented the Bio-Tech Consulting Inc., Proposal for Environmental Services  
153 for monitoring and maintenance. Because Buck Lake serves the canals and vice versa and  
154 because of the Permit, engaging the same vendor servicing Buck Lake was recommended.

155 Discussion ensued regarding the proposal, whether to perform a cleanout first and the  
156 need to meet the conditions of the Permit Requirements to avoid a noncompliance letter.

157

**On MOTION by Mr. Wiggins and seconded by Mr. Van Auker, with all in favor, the Bio-Tech Consulting Inc., Proposal for Environmental Services for monitoring and maintenance of Phase 2A and 2B canals, in substantial form, authorizing Staff to prepare an Addendum to the existing Agreement and authorizing the Chair or Vice Chair to execute, was approved.**

163

164

165 Mr. Rom stated proposals for the initial cleanout will be presented at the next meeting  
166 and a decision will be needed quickly, this is a noncompliance item.

167 Discussion ensued regarding construction and roadways in the vicinity of the gas  
168 pipeline, canal access and a possible encroachment agreement.

169

170 **NINTH ORDER OF BUSINESS**

**Ratification Items**

171

172 **A. SOLitude Lake Management, LLC, Annual Renewal Services Extension for October and**  
173 **November 2022**

174 Mr. Rom presented the SOLitude Lake Management, LLC, Annual Renewal Services  
175 Extension for October and November 2022, previously executed by the Vice Chair.

176

**On MOTION by Mr. Van Auker and seconded by Mr. Fife, with all in favor, the SOLitude Lake Management, LLC, Annual Renewal Services Extension for October and November 2022, in the amount of \$2,350, was ratified.**

180

**On MOTION by Mr. Van Auker and seconded by Mr. Wiggins, with all in favor, terminating the SOLitude Lake Management, LLC, contract, was approved.**

183

184

185 **B. Allsmiths Services, Estimate No. 2125 for Pressure Washing Maintenance [Osprey and**  
186 **Harmony West Entrance Signage, Walls and Towers]**

187 Mr. Rom presented Allsmiths Services Estimate No. 2125, executed by Mr. Rom within  
188 the District Manager’s spending authority threshold and on basis of need and urgency.

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**On MOTION by Mr. Wiggins and seconded by Mr. Van Auker, with all in favor, Allsmiths Services Estimate No. 2125 for pressure washing maintenance of the Osprey and Harmony West entrance signage, walls and towers, in the amount of \$1,640, was ratified.**

Mr. Hills stated the maintenance crew is maintaining the area but was out of service because of a power outage at the front entrance due to a billing issue that was since addressed. In the future, the expenditure needs to be included in the budget.

**C. Allsmiths Services, Estimate No. 2135 for Painting Right Side Community Frontage Fencing**

Mr. Rom presented Allsmiths Services, Estimate No. 2135, executed by Mr. Rom within the District Manager’s spending authority threshold and on basis of need and urgency.

**On MOTION by Mr. Wiggins and seconded by Mr. Fife, with all in favor, Allsmiths Services Estimate No. 2135 for painting the right side of the community frontage fencing, in the amount of \$4,635, was ratified.**

**TENTH ORDER OF BUSINESS Acceptance of Unaudited Financial Statements as of September 30, 2022**

Mr. Rom presented the Unaudited Financial Statements as of September 30, 2022.

**On MOTION by Mr. Wiggins and seconded by Mr. Fife, with all in favor, the Unaudited Financial Statements as of September 30, 2022, were accepted.**

**ELEVENTH ORDER OF BUSINESS Approval of August 18, 2022 Public Hearings and Regular Meeting Minutes**

Mr. Rom presented the August 18, 2022 Public Hearings and Regular Meeting Minutes.

The following change was made:

Line 21: Change “Wrathell, Hunt and Associates, LLC” to “KE Law Group, PLLC

**On MOTION by Mr. Wiggins and seconded by Mr. Fife, with all in favor, the August 18, 2022 Public Hearings and Regular Meeting Minutes, as amended, were approved.**



229 TWELFTH ORDER OF BUSINESS

Staff Reports

230

231 A. District Counsel: *KE Law Group, PLLC*

232 B. District Engineer: *Poulos & Bennett, LLC*

233 There were no reports from District Counsel or the District Engineer.

234 C. Field Operations Manager: *Association Solutions of Central Florida Inc.*

235 Mr. Hills reported the following:

236 ➤ The dog refuse stations were damaged during the storm; replacements were ordered  
237 and should be received and installed next week.

238 ➤ The CDD is looking much better and landscaping is vastly improved.

239 ➤ A streetlight repairs request was submitted and received. Two streetlights are missing  
240 heads and one was mangled during the storm as an unsecured trampoline became a projectile.  
241 The trampoline was photographed in the yard since it is an HOA violation. If the CDD is billed  
242 for the lights, the homeowner can be held responsible for the light replacement cost.

243 D. District Manager: *Wrathell, Hunt and Associates, LLC*

244 • NEXT MEETING DATE: December 15, 2022 at 10:30 A.M.

245 ○ QUORUM CHECK

246 The next meeting will be held on December 15, 2022, unless cancelled.

247

248 THIRTEENTH ORDER OF BUSINESS

Board Members' Comments/Requests

249

250 There were no Board Members' comments or requests.

251

252 FOURTEENTH ORDER OF BUSINESS

Public Comments

253

254 Mr. Lugo stated the Buck Lake Committee March 16, 2023 meeting is scheduled at 11:00  
255 a.m., and the Buena Lago CDD meeting normally follows. Mr. Rom stated the Buena Lago CDD  
256 meeting will follow the Harmony West CDD meeting and the Buck Lake Committee will meet  
257 after Buena Lago CDD. Per Mr. Earlywine, a January meeting regarding bonds will be necessary.

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259 FIFTEENTH ORDER OF BUSINESS

Adjournment

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262 On MOTION by Mr. Fife and seconded by Mr. Wiggins, with all in favor, the  
263 meeting adjourned at 11:15 a.m.

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Secretary/Assistant Secretary

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Chair/Vice Chair

**HARMONY WEST**  
**COMMUNITY DEVELOPMENT DISTRICT**

**STAFF**  
**REPORTS**

## HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

### BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE

#### LOCATION

*Johnston's Surveying, Inc., 900 Cross Prairie Parkway Kissimmee, Florida 34744*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 20, 2022 <b>CANCELED</b>	Regular Meeting	10:30 AM
November 17, 2022	Landowners' Meeting & Regular Meeting	10:30 AM
December 15, 2022	Regular Meeting	10:30 AM
January 19, 2023	Regular Meeting	10:30 AM
February 16, 2023	Regular Meeting	10:30 AM
March 16, 2023	Regular Meeting	10:30 AM
<b>March 16, 2023</b>	<b>Buck Lake Committee Meeting</b>	<b>11:00 AM</b>
April 20, 2023	Regular Meeting	10:30 AM
May 18, 2023	Regular Meeting	10:30 AM
June 15, 2023	Regular Meeting	10:30 AM
July 20, 2023	Regular Meeting	10:30 AM
August 17, 2023	Public Hearing & Regular Meeting	10:30 AM
September 21, 2023	Regular Meeting	10:30 AM