

# **HARMONY WEST**

**COMMUNITY DEVELOPMENT**

**DISTRICT**

**April 18, 2024**

**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**

April 11, 2024

**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 April 18, 2024 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. Consideration of Resolution 2024-04, Approving a Proposed Budget for Fiscal Year 2024/2025 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2024-05, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2024/2025 and Providing for an Effective Date
5. Consideration of Resolution 2024-06, Ratifying the Actions of the District Manager in Redesignating the Time for Landowners' Meeting; Providing for Publication, Providing for an Effective Date
6. Ratification of Acquisition of Villages at Harmony Phases 2C & 2D Improvements
7. Acceptance of Unaudited Financial Statements as of February 29, 2024
8. Approval of March 21, 2024 Regular Meeting Minutes
9. Staff Reports
  - A. District Counsel: *Kutak Rock LLP*
  - 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: May 16, 2024 at 10:30 AM

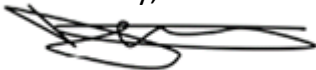
○ QUORUM CHECK

SEAT 1	SHELLEY KAERCHER	<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	AYDEN WILLIAMS	<input type="checkbox"/>	IN PERSON	<input type="checkbox"/>	PHONE	<input type="checkbox"/>	NO
SEAT 4		<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

- 10. Board Members' Comments/Requests
- 11. Public Comment
- 12. Adjournment

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

Sincerely,



Daniel Rom  
 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**

**3**

**RESOLUTION 2024-04**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2024/2025 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the Harmony West Community Development District (“**District**”) prior to June 15, 2024, the proposed operating budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2024 and ending September 30, 2025 (“**Fiscal Year 2024/2025**”); and

**WHEREAS**, the Board has considered the proposed budget and desires to set the required public hearing thereon.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT:**

**1. APPROVING PROPOSED BUDGET.** The operating budget proposed by the District Manager for Fiscal Year 2024/2025 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

**2. SETTING HEARING.** The public hearing on the approved budget is hereby declared and set for the following date, hour and location:

**DATE:** \_\_\_\_\_  
**HOUR:** 10:30 a.m.  
**LOCATION:** Johnston’s Surveying, Inc.  
900 Cross Prairie Parkway  
Kissimmee, Florida 34744

**3. TRANSMITTAL OF PROPOSED BUDGET TO LOCAL GENERAL PURPOSE GOVERNMENTS.** The District Manager is hereby directed to submit a copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above.

**4. POSTING OF PROPOSED BUDGET.** In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least (forty-five) 45 days.

**5. PUBLICATION OF NOTICE.** Notice of this public hearing shall be published in the manner prescribed in Florida law.

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

**7. EFFECTIVE DATE.** This Resolution shall take effect immediately upon adoption.

**PASSED AND ADOPTED** this 18th day of April, 2024.

ATTEST:

**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**Exhibit A:** Fiscal Year 2024/2025 Budget

**Exhibit A: Fiscal Year 2024/2025 Budget**



**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
PROPOSED BUDGET  
FISCAL YEAR 2025**

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
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**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2025**

	Fiscal Year 2024			Total Actual & Projected	Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 2/29/2024	Projected through 9/30/2024		
<b>REVENUES</b>					
Assessment levy: on-roll - gross	\$ 849,031				\$ 900,043
Allowable discounts (4%)	(33,961)				(36,002)
Assessment levy: on-roll - net	815,070	\$807,590	\$ 7,480	\$ 815,070	864,041
Assessment levy: off-roll	63,681	31,841	30,121	61,962	494,007
Lot closings	-	1,719	-	1,719	-
Buck Lake management & consulting-cost share	875	-	175	175	875
Buck Lake maintenance-cost share	7,200	4,375	2,825	7,200	7,250
Dock applications	500	-	500	500	500
Total revenues	<u>887,326</u>	<u>845,525</u>	<u>41,101</u>	<u>886,626</u>	<u>1,366,673</u>
<b>EXPENDITURES</b>					
<b>Professional &amp; administrative</b>					
Management/accounting/recording	48,000	20,000	28,000	48,000	48,000
Legal - general counsel	25,000	1,672	5,000	6,672	25,000
Engineering	10,000	559	1,500	2,059	10,000
Audit	12,150	-	5,340	5,340	7,000
Arbitrage rebate calculation	1,250	-	1,000	1,000	1,500
Dissemination agent	3,000	833	1,167	2,000	3,000
EMMA software system	-	-	1,000	1,000	1,000
Trustee	15,750	-	9,000	9,000	9,000
Telephone	200	83	117	200	200
Postage	500	44	456	500	500
Printing & binding	500	208	292	500	500
Legal advertising	1,500	80	2,920	3,000	1,500
Annual district filing fee	175	175	-	175	175
Insurance: GL & POL	7,600	7,103	-	7,103	7,814
Contingencies	750	36	714	750	750
Office supplies	750	-	750	750	750
Miscellaneous	750	-	750	750	750
Property taxes	-	5,358	-	5,358	5,000
Bank fees	750	-	-	-	-
Website					
Hosting & maintenance	705	705	-	705	705
ADA compliance	210	210	-	210	210
Property appraiser	328	408	-	408	900
Tax collector	16,981	16,136	845	16,981	18,001
Total professional & administrative	<u>146,849</u>	<u>53,610</u>	<u>58,851</u>	<u>112,461</u>	<u>142,255</u>

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
GENERAL FUND BUDGET  
FISCAL YEAR 2025**

	Fiscal Year 2024			Total Actual & Projected	Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 2/29/2024	Projected through 9/30/2024		
<b>EXPENDITURES (continued)</b>					
<b>Field operations and maintenance</b>					
Field operations manager	6,000	2,500	3,500	6,000	7,200
Field operations accounting	1,750	729	1,021	1,750	3,500
Landscaping contract labor	300,740	165,393	129,607	295,000	360,000
Insurance: property	7,882	7,284	-	7,284	8,231
Porter services - dog park	5,000	820	4,180	5,000	7,200
Playground ADA mulch	4,000	-	3,200	3,200	4,000
Backflow prevention test	150	-	150	150	150
Irrigation maintenance/repair	10,000	6,893	3,107	10,000	12,000
Plants, shrubs & mulch	38,000	8,550	29,450	38,000	70,000
Annuals	44,000	6,400	14,200	20,600	25,600
Tree trimming	28,000	-	15,000	15,000	15,000
Signage	3,500	-	500	500	4,000
General maintenance	6,000	1,120	4,380	5,500	10,000
Fence/wall repair	4,000	-	1,500	1,500	6,000
Aquatic control - waterway	14,000	6,975	4,375	11,350	16,500
Fountain maintenance	8,000	1,160	1,840	3,000	8,000
Buck Lake management & consulting-cost share	1,750	-	200	200	1,750
Buck Lake maintenance-cost share	14,400	-	14,400	14,400	14,500
Wetland monitoring and maintenance	4,800	4,800	-	4,800	4,800
Electric:					
Irrigation	54,000	6,369	13,631	20,000	72,000
Street lights	56,000	10,420	30,000	40,420	56,000
Entrance signs	3,000	598	1,602	2,200	4,500
Palm tree lights	5,000	-	-	-	1,500
Fountain	60,000	13,289	18,711	32,000	32,000
Water- irrigation	60,000	27,342	38,279	65,621	80,000
Future phases 2C-2E	-	-	-	-	400,000
Total field operations & maintenance	<u>739,972</u>	<u>270,642</u>	<u>332,833</u>	<u>608,475</u>	<u>1,224,431</u>
Total expenditures	<u>886,821</u>	<u>324,252</u>	<u>391,684</u>	<u>720,936</u>	<u>1,366,686</u>
Excess/(deficiency) of revenues over/(under) expenditures	505	521,273	(350,583)	165,690	(13)
Fund balance - beginning (unaudited)	282,040	423,461	944,734	423,461	589,151
Fund balance - ending (projected)					
Committed					
Assigned					
Playground	7,500	7,500	7,500	7,500	9,000
Sign and wall	7,000	7,000	7,000	7,000	10,000
3 months working capital	184,405	184,405	184,405	184,405	347,532
Unassigned	83,640	745,829	395,246	390,246	222,606
Fund balance - ending (projected)	<u>\$ 282,545</u>	<u>\$ 944,734</u>	<u>\$ 594,151</u>	<u>\$ 589,151</u>	<u>\$ 589,138</u>

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

**EXPENDITURES**

**Professional & administrative**

Management/accounting/recording	\$ 48,000
<p><b>Wrathell, Hunt and Associates, LLC</b>, specializes in managing Community Development Districts in the State of Florida by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all governmental requirements of the District, develop financing programs, administer the issuance of tax exempt bond financings, and operate and maintain the assets of the community. This fee is inclusive of district management and recording services; however, it has been reduced by approximately 80% for the current fiscal year due to the reduced level of activity that is anticipated.</p>	
Legal - general counsel	25,000
<p>The District's Attorney provides on-going general counsel and legal representation. As such, they are confronted with issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts. In this capacity, they provides service as a "local government lawyer," realizing that this type of local government is very limited in its scope – providing infrastructure and services to developments.</p>	
Engineering	10,000
<p>The District's Engineer provides a broad array of engineering, consulting and construction services, which assist in the crafting of sustainable solutions for the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.</p>	
Audit	7,000
<p>If certain revenue or expenditure thresholds are exceeded then Florida Statutes, Chapter 218.39 requires the District to have an independent examination of its books, records and accounting procedures.</p>	
Arbitrage rebate calculation	1,500
<p>To ensure the District's compliance with all Tax Regulations, annual computations are necessary to calculate the arbitrage rebate liability.</p>	
Dissemination agent	3,000
<p>The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934.</p>	
EMMA software system	1,000
<p>Disclosure Technology Services, LLC EMMA filing assistance software license agreement for quarterly disclosure reporting</p>	
Trustee	9,000
<p>Annual Fee paid for the service provided as Trustee, Paying Agent and Registrar for Series 2018 and Series 2023.</p>	
Telephone	200
<p>Telephone and fax machine.</p>	
Postage	500
<p>Mailing of agenda packages, overnight deliveries, correspondence, etc.</p>	
Printing & binding	500
<p>Copies, agenda package items, etc.</p>	
Legal advertising	1,500
<p>The District advertises for monthly meetings, special meetings, public hearings, bidding, etc.</p>	
Annual district filing fee	175
<p>Annual fee paid to the Florida Department of Economic Opportunity.</p>	
Insurance: GL & POL	7,814
<p>The District carries public officials liability and general liability insurance. The limit of liability is set at \$1,000,000 for public officials liability.</p>	

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
DEFINITIONS OF GENERAL FUND EXPENDITURES**

Contingencies	750
Bank charges and other miscellaneous expenses incurred during the year.	
Office supplies	750
Accounting and administrative supplies.	
Miscellaneous	750
Property taxes	5,000
Website	
Hosting & maintenance	705
ADA compliance	210
Property appraiser	900
Tax collector	18,001
Total professional & administrative	<u>142,255</u>

**EXPENDITURES (continued)**

**Field operations and maintenance**

Field operations manager	7,200
Prorated FY20 agreement + Prorated FY21 anticipated increase	
Field operations accounting	3,500
Landscaping contract labor	360,000
Basic maintenance, irrigation inspection and fertilization/pest control	
Insurance: property	8,231
Porter services - dog park	7,200
Playground ADA mulch	4,000
Backflow prevention test	150
Irrigation maintenance/repair	12,000
Plants, shrubs & mulch	70,000
Annuals	25,600
Tree trimming	15,000
Signage	4,000
General maintenance	10,000
Fence/wall repair	6,000
Aquatic control - waterway	16,500
Fountain maintenance	8,000
Buck Lake management & consulting-cost share	1,750
Buck Lake maintenance-cost share	14,500
Wetland monitoring and maintenance	4,800
Electric:	
Irrigation	72,000
Street lights	56,000
Entrance signs	4,500
Palm tree lights	1,500
Fountain	32,000
Water- irrigation	80,000
Future phases 2C-2E	400,000
Total field operations & maintenance	<u>1,224,431</u>
Total expenditures	<u><u>\$1,366,686</u></u>

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2018  
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 2/29/2024	Projected through 9/30/2024	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 568,598				\$ 568,598
Allowable discounts (4%)	(22,744)				(22,744)
Net assessment levy - on-roll	545,854	\$ 540,500	\$ 5,354	\$ 545,854	545,854
Interest	-	17,361	-	17,361	-
Total revenues	545,854	557,861	5,354	563,215	545,854
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	140,000	-	140,000	140,000	155,000
Interest	390,223	195,111	195,112	390,223	384,448
Tax collector	11,372	10,799	573	11,372	11,372
Total expenditures	541,595	205,910	335,685	541,595	550,820
Excess/(deficiency) of revenues over/(under) expenditures	4,259	351,951	(330,331)	21,620	(4,966)
<b>OTHER FINANCING SOURCES/(USES)</b>					
Transfers in	-	7	-	7	-
Total other financing sources/(uses)	-	7	-	7	-
Fund balance:					
Net increase/(decrease) in fund balance	4,259	351,958	(330,331)	21,627	(4,966)
Beginning fund balance (unaudited)	770,289	799,554	1,151,512	799,554	821,181
Ending fund balance (projected)	\$774,548	\$1,151,512	\$ 821,181	\$ 821,181	816,215
Use of fund balance:					
Debt service reserve account balance (required)					(430,093)
Interest expense - November 1, 2025					(188,543)
Projected fund balance surplus/(deficit) as of September 30, 2025					\$ 197,579

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2018 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Prepayment</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/24				192,223.75	192,223.75	7,465,000.00
05/01/25	155,000.00		4.750%	192,223.75	347,223.75	7,310,000.00
11/01/25				188,542.50	188,542.50	7,310,000.00
05/01/26	160,000.00		4.750%	188,542.50	348,542.50	7,150,000.00
11/01/26				184,742.50	184,742.50	7,150,000.00
05/01/27	170,000.00		4.750%	184,742.50	354,742.50	6,980,000.00
11/01/27				180,705.00	180,705.00	6,980,000.00
05/01/28	175,000.00		4.750%	180,705.00	355,705.00	6,805,000.00
11/01/28				176,548.75	176,548.75	6,805,000.00
05/01/29	185,000.00		4.750%	176,548.75	361,548.75	6,620,000.00
11/01/29				172,155.00	172,155.00	6,620,000.00
05/01/30	195,000.00		5.100%	172,155.00	367,155.00	6,425,000.00
11/01/30				167,182.50	167,182.50	6,425,000.00
05/01/31	205,000.00		5.100%	167,182.50	372,182.50	6,220,000.00
11/01/31				161,955.00	161,955.00	6,220,000.00
05/01/32	215,000.00		5.100%	161,955.00	376,955.00	6,005,000.00
11/01/32				156,472.50	381,472.50	6,005,000.00
05/01/33	225,000.00		5.100%	156,472.50	156,472.50	5,780,000.00
11/01/33				150,735.00	390,735.00	5,780,000.00
05/01/34	240,000.00		5.100%	150,735.00	150,735.00	5,540,000.00
11/01/34				144,615.00	394,615.00	5,540,000.00
05/01/35	250,000.00		5.100%	144,615.00	144,615.00	5,290,000.00
11/01/35				138,240.00	403,240.00	5,290,000.00
05/01/36	265,000.00		5.100%	138,240.00	138,240.00	5,025,000.00
11/01/36				131,482.50	406,482.50	5,025,000.00
05/01/37	275,000.00		5.100%	131,482.50	131,482.50	4,750,000.00
11/01/37				124,470.00	414,470.00	4,750,000.00
05/01/38	290,000.00		5.100%	124,470.00	124,470.00	4,460,000.00
11/01/38				117,075.00	422,075.00	4,460,000.00
05/01/39	305,000.00		5.250%	117,075.00	117,075.00	4,155,000.00
11/01/39				109,068.75	434,068.75	4,155,000.00
05/01/40	325,000.00		5.250%	109,068.75	109,068.75	3,830,000.00
11/01/40				100,537.50	440,537.50	3,830,000.00
05/01/41	340,000.00		5.250%	100,537.50	100,537.50	3,490,000.00
11/01/41				91,612.50	451,612.50	3,490,000.00



**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2018 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Prepayment</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/42	360,000.00		5.250%	91,612.50	91,612.50	3,130,000.00
11/01/42				82,162.50	462,162.50	3,130,000.00
05/01/43	380,000.00		5.250%	82,162.50	82,162.50	2,750,000.00
11/01/43				72,187.50	472,187.50	2,750,000.00
05/01/44	400,000.00		5.250%	72,187.50	72,187.50	2,350,000.00
11/01/44				61,687.50	481,687.50	2,350,000.00
05/01/45	420,000.00		5.250%	61,687.50	61,687.50	1,930,000.00
11/01/45				50,662.50	495,662.50	1,930,000.00
05/01/46	445,000.00		5.250%	50,662.50	50,662.50	1,485,000.00
11/01/46				38,981.25	508,981.25	1,485,000.00
05/01/47	470,000.00		5.250%	38,981.25	38,981.25	1,015,000.00
11/01/47				26,643.75	521,643.75	1,015,000.00
05/01/48	495,000.00		5.250%	26,643.75	26,643.75	520,000.00
11/01/48				13,650.00	533,650.00	520,000.00
05/01/49	520,000.00		5.250%	13,650.00	7,478,650.00	-
<b>Total</b>	<b>7,465,000.00</b>			<b>6,068,677.50</b>	<b>20,998,677.50</b>	

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
DEBT SERVICE FUND BUDGET - SERIES 2023  
FISCAL YEAR 2025**

	Fiscal Year 2024				Proposed Budget FY 2025
	Adopted Budget FY 2024	Actual through 2/29/2024	Projected through 9/30/2024	Total Actual & Projected	
<b>REVENUES</b>					
Assessment levy: on-roll	\$ 244,614				\$ 244,614
Allowable discounts (4%)	(9,785)				(9,785)
Net assessment levy - on-roll	234,829	\$ 232,320	\$ 2,509	\$ 234,829	234,829
Interest	-	3,477	3,477	6,954	-
Total revenues	234,829	235,797	5,986	241,783	234,829
<b>EXPENDITURES</b>					
<b>Debt service</b>					
Principal	55,000	-	55,000	55,000	55,000
Interest	173,266	86,633	86,633	173,266	170,998
Tax collector	4,892	4,641	251	4,892	4,892
Total expenditures	233,158	91,274	141,884	233,158	230,890
Excess/(deficiency) of revenues over/(under) expenditures	1,671	144,523	(135,898)	8,625	3,939
Beginning fund balance (unaudited)	200,378	129,379	273,902	129,379	138,004
Ending fund balance (projected)	<u>\$202,049</u>	<u>\$ 273,902</u>	<u>\$ 138,004</u>	<u>\$ 138,004</u>	<u>141,943</u>
Use of fund balance:					
Debt service reserve account balance (required)					(56,873)
Interest expense - November 1, 2025					(84,364)
Projected fund balance surplus/(deficit) as of September 30, 2025					<u>\$ 706</u>

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Prepayment</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
11/01/24				85,498.75	85,498.75	3,380,000.00
05/01/25	55,000.00		4.125%	85,498.75	140,498.75	3,325,000.00
11/01/25				84,364.38	84,364.38	3,325,000.00
05/01/26	60,000.00		4.125%	84,364.38	144,364.38	3,265,000.00
11/01/26				83,126.88	83,126.88	3,265,000.00
05/01/27	60,000.00		4.125%	83,126.88	143,126.88	3,205,000.00
11/01/27				81,889.38	81,889.38	3,205,000.00
05/01/28	60,000.00		4.125%	81,889.38	141,889.38	3,145,000.00
11/01/28				80,651.88	80,651.88	3,145,000.00
05/01/29	65,000.00		4.125%	80,651.88	145,651.88	3,080,000.00
11/01/29				79,311.25	79,311.25	3,080,000.00
05/01/30	70,000.00		4.125%	79,311.25	149,311.25	3,010,000.00
11/01/30				77,867.50	77,867.50	3,010,000.00
05/01/31	70,000.00		5.000%	77,867.50	147,867.50	2,940,000.00
11/01/31				76,117.50	76,117.50	2,940,000.00
05/01/32	75,000.00		5.000%	76,117.50	151,117.50	2,865,000.00
11/01/32				74,242.50	74,242.50	2,865,000.00
05/01/33	80,000.00		5.000%	74,242.50	154,242.50	2,785,000.00
11/01/33				72,242.50	72,242.50	2,785,000.00
05/01/34	85,000.00		5.000%	72,242.50	157,242.50	2,700,000.00
11/01/34				70,117.50	70,117.50	2,700,000.00
05/01/35	85,000.00		5.000%	70,117.50	155,117.50	2,615,000.00
11/01/35				67,992.50	67,992.50	2,615,000.00
05/01/36	90,000.00		5.000%	67,992.50	157,992.50	2,525,000.00
11/01/36				65,742.50	65,742.50	2,525,000.00
05/01/37	95,000.00		5.000%	65,742.50	160,742.50	2,430,000.00
11/01/37				63,367.50	63,367.50	2,430,000.00
05/01/38	100,000.00		5.000%	63,367.50	163,367.50	2,330,000.00
11/01/38				60,867.50	60,867.50	2,330,000.00
05/01/39	105,000.00		5.000%	60,867.50	165,867.50	2,225,000.00
11/01/39				58,242.50	58,242.50	2,225,000.00
05/01/40	110,000.00		5.000%	58,242.50	168,242.50	2,115,000.00
11/01/40				55,492.50	55,492.50	2,115,000.00
05/01/41	115,000.00		5.000%	55,492.50	170,492.50	2,000,000.00
11/01/41				52,617.50	52,617.50	2,000,000.00
05/01/42	125,000.00		5.000%	52,617.50	177,617.50	1,875,000.00
11/01/42				49,492.50	49,492.50	1,875,000.00
05/01/43	130,000.00		5.000%	49,492.50	179,492.50	1,745,000.00
11/01/43				46,242.50	46,242.50	1,745,000.00
05/01/44	135,000.00		5.300%	46,242.50	181,242.50	1,610,000.00
11/01/44				42,665.00	42,665.00	1,610,000.00
05/01/45	145,000.00		5.300%	42,665.00	187,665.00	1,465,000.00
11/01/45				38,822.50	38,822.50	1,465,000.00

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
SERIES 2023 AMORTIZATION SCHEDULE**

	<b>Principal</b>	<b>Prepayment</b>	<b>Coupon Rate</b>	<b>Interest</b>	<b>Debt Service</b>	<b>Bond Balance</b>
05/01/46	150,000.00		5.300%	38,822.50	188,822.50	1,315,000.00
11/01/46				34,847.50	34,847.50	1,315,000.00
05/01/47	160,000.00		5.300%	34,847.50	194,847.50	1,155,000.00
11/01/47				30,607.50	30,607.50	1,155,000.00
05/01/48	170,000.00		5.300%	30,607.50	200,607.50	985,000.00
11/01/48				26,102.50	26,102.50	985,000.00
05/01/49	175,000.00		5.300%	26,102.50	201,102.50	810,000.00
11/01/49				21,465.00	21,465.00	810,000.00
05/01/50	185,000.00		5.300%	21,465.00	206,465.00	625,000.00
11/01/50				16,562.50	16,562.50	625,000.00
05/01/51	195,000.00		5.300%	16,562.50	211,562.50	430,000.00
11/01/51				11,395.00	11,395.00	430,000.00
05/01/52	210,000.00		5.300%	11,395.00	221,395.00	220,000.00
11/01/52				5,830.00	5,830.00	220,000.00
05/01/53	220,000.00		5.300%	5,830.00	225,830.00	-
<b>Total</b>	<b>3,380,000.00</b>			<b>3,227,570.04</b>	<b>6,607,570.04</b>	

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
ASSESSMENT COMPARISON  
PROJECTED FISCAL YEAR 2025 ASSESSMENTS**

<b>On-Roll Assessments - 2018 Bond Area</b>					
<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2025</b>			<b>FY 2024</b>
		<b>O&amp;M</b>	<b>DS</b>	<b>Total</b>	<b>Total</b>
		<b>Assessment per Unit</b>	<b>Assessment per Unit</b>	<b>Assessment per Unit</b>	<b>Assessment per Unit</b>
SF 40'	251	\$ 1,065.14	\$ 778.64	\$ 1,843.78	\$ 1,783.41
SF 50'	297	1,065.14	973.29	2,038.43	1,978.06
SF 60'	72	1,065.14	1,167.95	2,233.09	2,172.72
<b>Total</b>	<b>620</b>				

<b>On-Roll Assessments - 2023 Bond Area - Phases 2A &amp; 2B</b>					
<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2025</b>			<b>FY 2024</b>
		<b>O&amp;M</b>	<b>DS</b>	<b>Total</b>	<b>Total</b>
		<b>Assessment per Unit</b>	<b>Assessment per Unit</b>	<b>Assessment per Unit</b>	<b>Assessment per Unit</b>
SF 40'	126	\$ 1,065.14	\$ 967.70	\$ 2,032.84	\$ 1,972.47
SF 50'	73	1,065.14	1,182.75	2,247.89	2,187.52
SF 60'	26	1,065.14	1,397.80	2,462.94	2,402.57
<b>Total</b>	<b>225</b>				

<b>Off-Roll Assessments - Future Bond Area - Phases 2C Through 2F</b>					
<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2025</b>			<b>FY 2024</b>
		<b>O&amp;M</b>	<b>DS</b>	<b>Total</b>	<b>Total</b>
		<b>Assessment per Unit</b>	<b>Assessment per Unit</b>	<b>Assessment per Unit</b>	<b>Assessment per Unit</b>
SF 40'	209	\$ 1,000.17	\$ -	\$ 1,000.17	\$ 68.77
SF 50'	217	1,000.17	-	1,000.17	68.77
SF 60'	38	1,000.17	-	1,000.17	68.77
<b>Total</b>	<b>464</b>				

<b>Off-Roll Assessments - Future Bond Area - Phases 2G Through 2J</b>					
<b>Product/Parcel</b>	<b>Units</b>	<b>FY 2025</b>			<b>FY 2024</b>
		<b>O&amp;M</b>	<b>DS</b>	<b>Total</b>	<b>Total</b>
		<b>Assessment per Unit</b>	<b>Assessment per Unit</b>	<b>Assessment per Unit</b>	<b>Assessment per Unit</b>
SF 40'	205	\$ 64.78		\$ 64.78	\$ 68.77
SF 50'	209	64.78		64.78	68.77
SF 60'	48	64.78		64.78	68.77
<b>Total</b>	<b>462</b>				

**GRAND TOTAL**                      **1,771**

# **HARMONY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**4**

**RESOLUTION 2024-05**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2024/2025 AND PROVIDING FOR AN EFFECTIVE DATE**

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

**WHEREAS**, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

**WHEREAS**, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

**WHEREAS**, the Board desires to adopt the Fiscal Year 2024/2025 meeting schedule attached as **Exhibit A**.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT:**

1. **ADOPTING FISCAL YEAR 2024/2025 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2024/2025 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 18th day of April, 2024.

ATTEST:

**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

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

\_\_\_\_\_  
Chair/Vice Chair, Board of Supervisors

**EXHIBIT "A"**

<b>HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT</b>		
<b>BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE</b>		
<b>LOCATION</b>		
<i>Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744</i>		
<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 17, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>November 5, 2024</b>	<b>Landowners' Meeting</b>	<b>1:00 PM</b>
<b>November 21, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>December 19, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>January 16, 2025</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>February 20, 2025</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>March 20, 2025</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>April 17, 2025</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>May 15, 2025</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>June 17, 2025*</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>July 17, 2025</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>August 21, 2025</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>September 18, 2025</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>

**\*Exception**

*The June meeting is on the Juneteenth holiday.*



# **HARMONY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2024-06**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT RATIFYING THE ACTIONS OF THE DISTRICT MANAGER IN REDESIGNATING THE TIME FOR LANDOWNERS' MEETING; PROVIDING FOR PUBLICATION, PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, Harmony West Community Development District (the "District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, being situated entirely within Osceola County, Florida; and

**WHEREAS**, the District's Board of Supervisors (the "Board") previously adopted Resolution 2023-03, Designating a Date, Time, and Location for Landowners' Meeting; Providing for Publication, Providing for an Effective Date [SEAT 4]; and

**WHEREAS**, the Board desires to ratify its actions in redesignating the time of the Landowners' Meeting and the District Manager's action in providing the required notice landowners' meeting and election, proxy, ballot form and instructions, attached hereto as Exhibit A.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The actions of the District Manager in redesignating the time of the Landowners' Meeting and providing the notice are hereby ratified. Resolution 2024-03 is hereby amended to reflect that the time of Landowners' Meeting as declared in Resolution 2024-03 is redesignated to 1:00 p.m., on November 5, 2024 at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

**SECTION 2.** Except as otherwise provided herein, all of the provisions of Resolution 2024-03 continue in full force and effect.

**SECTION 3.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED THIS 18TH DAY OF APRIL, 2024.**

**ATTEST:**

**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

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Chair/Vice Chair, Board of Supervisors

## Exhibit A

**NOTICE OF LANDOWNERS' MEETING AND ELECTION AND MEETING OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT**

Notice is hereby given to the public and all landowners within Harmony West Community Development District (the "District") in Osceola County, Florida, advising that a meeting of landowners will be held for the purpose of electing one (1) person to the District Board of Supervisors. Immediately following the landowners' meeting, there will be convened a meeting of the Board of Supervisors for the purpose of considering certain matters of the Board to include election of certain District officers, and other such business which may properly come before the Board.

DATE: November 5, 2024

TIME: 1:00 p.m.

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

Each landowner may vote in person or by written proxy. Proxy forms may be obtained upon request at the office of the District Manager, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. At said meeting, each landowner or his or her proxy shall be entitled to nominate persons for the position of Supervisor and cast one vote per acre of land, or fractional portion thereof, owned by him or her and located within the District for each person to be elected to the position of Supervisor. A fraction of an acre shall be treated as one acre, entitling the landowner to one vote with respect thereto. Platted lots shall be counted individually and rounded up to the nearest whole acre. The acreage of platted lots shall not be aggregated for determining the number of voting units held by a landowner or a landowner's proxy. At the landowners' meeting, the landowners shall select a person to serve as the meeting chair and who shall conduct the meeting.

The landowners' meeting and the Board of Supervisors meeting are open to the public and will be conducted in accordance with the provisions of Florida law. One or both of the meetings may be continued to a date, time, and place to be specified on the record at such meeting. A copy of the agenda for these meetings may be obtained from 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431. There may be an occasion where one or more supervisors will participate by telephone.

Any person requiring special accommodations to participate in these meetings is asked to contact the District Office at (877) 276-0889, at least 48 hours before the hearing. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

A person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that such person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

\_\_\_\_\_  
District Manager

Run Date(s): \_\_\_\_\_ & \_\_\_\_\_

PUBLISH: ONCE A WEEK FOR 2 CONSECUTIVE WEEKS, THE LAST DAY OF PUBLICATION TO BE NOT FEWER THAN 14 DAYS OR MORE THAN 28 DAYS BEFORE THE DATE OF ELECTION, IN A NEWSPAPER WHICH IS IN GENERAL CIRCULATION IN THE AREA OF THE DISTRICT

**INSTRUCTIONS RELATING TO LANDOWNERS' MEETING OF  
HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT  
FOR THE ELECTION OF SUPERVISORS**

DATE OF LANDOWNERS' MEETING: **November 5, 2024**

TIME: **1:00 p.m.**

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

Pursuant to Chapter 190, Florida Statutes, and after a Community Development District ("**District**") has been established and the landowners have held their initial election, there shall be a subsequent landowners' meeting for the purpose of electing members of the Board of Supervisors ("**Board**") every two years until the District qualifies to have its board members elected by the qualified electors of the District. The following instructions on how all landowners may participate in the election are intended to comply with Section 190.006(2)(b), Florida Statutes.

A landowner may vote in person at the landowners' meeting, or the landowner may nominate a proxy holder to vote at the meeting in place of the landowner. Whether in person or by proxy, each landowner shall be entitled to cast one vote per acre of land owned by him or her and located within the District, for each position on the Board that is open for election for the upcoming term. A fraction of an acre shall be treated as one (1) acre, entitling the landowner to one vote with respect thereto. Please note that a particular parcel of real property is entitled to only one vote for each eligible acre of land or fraction thereof; therefore, two or more people who own real property in common, that is one acre or less, are together entitled to only one vote for that real property.

At the landowners' meeting, the first step is to elect a chair for the meeting, who may be any person present at the meeting. The landowners shall also elect a secretary for the meeting who may be any person present at the meeting. The secretary shall be responsible for the minutes of the meeting. The chair shall conduct the nominations and the voting. If the chair is a landowner or proxy holder of a landowner, he or she may nominate candidates and make and second motions. Candidates must be nominated and then shall be elected by a vote of the landowners. Nominees may be elected only to a position on the Board that is open for election for the upcoming term.

This year, one (1) seat on the Board will be up for election by landowners. The candidate shall be elected for a term of four (4) years, with the term of office commencing upon election.

A proxy is available upon request. To be valid, each proxy must be signed by one of the legal owners of the property for which the vote is cast and must contain the typed or printed name of the individual who signed the proxy; the street address, legal description of the property or tax parcel identification number; and the number of authorized votes. If the proxy authorizes more than one vote, each property must be listed and the number of acres of each property must be included. The signature on a proxy does not need to be notarized.

**LANDOWNER PROXY**

**HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT  
OSCEOLA COUNTY, FLORIDA  
LANDOWNERS' MEETING - NOVEMBER 5, 2024**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, the fee simple owner of the lands described herein, hereby constitutes and appoints \_\_\_\_\_ (“Proxy Holder”) for and on behalf of the undersigned, to vote as proxy at the meeting of the landowners of the Harmony West Community Development District to be held at 1:00 p.m., on November 5, 2024, at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744, and at any adjournments thereof, according to the number of acres of unplatted land and/or platted lots owned by the undersigned landowner that the undersigned would be entitled to vote if then personally present, upon any question, proposition, or resolution or any other matter or thing that may be considered at said meeting including, but not limited to, the election of members of the Board of Supervisors. Said Proxy Holder may vote in accordance with his or her discretion on all matters not known or determined at the time of solicitation of this proxy, which may legally be considered at said meeting.

Any proxy heretofore given by the undersigned for said meeting is hereby revoked. This proxy is to continue in full force and effect from the date hereof until the conclusion of the landowners’ meeting and any adjournment or adjournments thereof, but may be revoked at any time by written notice of such revocation presented at the landowners’ meeting prior to the proxy holder’s exercising the voting rights conferred herein.

\_\_\_\_\_  
Printed Name of Legal Owner

\_\_\_\_\_  
Signature of Legal Owner

\_\_\_\_\_  
Date

<u>Parcel Description</u>	<u>Acreage</u>	<u>Authorized Votes</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel. If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

**Total Number of Authorized Votes:** \_\_\_\_\_

NOTES: Pursuant to Section 190.006(2)(b), Florida Statutes, a fraction of an acre is treated as one (1) acre entitling the landowner to one vote with respect thereto. Moreover, two (2) or more persons who own real property in common that is one acre or less are together entitled to only one vote for that real property.

If the fee simple landowner is not an individual, and is instead a corporation, limited liability company, limited partnership or other entity, evidence that the individual signing on behalf of the entity has the authority to do so should be attached hereto (e.g., bylaws, corporate resolution, etc.).

**OFFICIAL BALLOT**

**HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT  
OSCEOLA COUNTY, FLORIDA  
LANDOWNERS' MEETING - NOVEMBER 5, 2024**

**For Election (1 Supervisor):** The candidate will receive a four (4)-year term, with the term of office for the successful candidate commencing upon election.

The undersigned certifies that he/she/it is the fee simple owner of land, or the proxy holder for the fee simple owner of land, located within the Harmony West Community Development District and described as follows:

<b><u>Description</u></b>	<b><u>Acreage</u></b>
_____	_____
_____	_____
_____	_____

[Insert above the street address of each parcel, the legal description of each parcel, or the tax identification number of each parcel.] [If more space is needed, identification of parcels owned may be incorporated by reference to an attachment hereto.]

or

**Attach Proxy.**

I, \_\_\_\_\_, as Landowner, or as the proxy holder of \_\_\_\_\_ (Landowner) pursuant to the Landowner's Proxy attached hereto, do cast my votes as follows:

<b>SEAT</b>	<b>NAME OF CANDIDATE</b>	<b>NUMBER OF VOTES</b>
4		

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

Signed: \_\_\_\_\_

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

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

**6**



February 22, 2024

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 Phases 2C & 2D Improvements

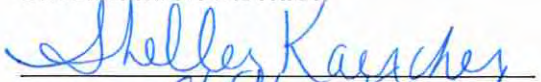
Dear Cindy,

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:

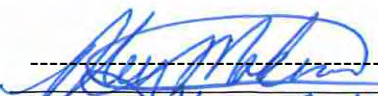
- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay from bond proceeds the amount identified in **Exhibit A** attached hereto, which represents the actual cost of constructing and/or creating the Improvements and Work Product. Subject to 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 or Toho Water Authority.

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: Shelley Kaercher  
Title: Chair

Sincerely,  
FORESTAR (USA) REAL ESTATE GROUP INC.

  
Name: Alex Madison  
Title: V.P. of Real Estate & Development

[SIGNATURE ON FOLLOWING PAGE]

February 22, 2024

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 Phases 2C & 2D  
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.
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Agreed to by:  
**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

[SIGNATURE ON PRIOR PAGE]

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

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

  
Name: **James D. Allen**  
Title: **Executive Vice President & CFO**

**EXHIBIT A**

**Description of Villages at Harmony Phases 2C & 2D Improvements**

**Utilities** - 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), House Finch Road, Barred Owl Lane, Mottled Duck Drive, Cattle Egret Drive, Painted Bunting Way, Carib Grackle Drive, Cuckoos Way, and "Drainage and Utility Easement," as identified in the plat known as *Villages at Harmony Phase 2C and 2D*, as recorded at Plat Book 34, Pages 62 - 67, of the Official Records of Osceola County, Florida.

**Roadways** - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements - within or upon rights-of-way designated as House Finch Road, Barred Owl Lane, Mottled Duck Drive, Cattle Egret Drive, Painted Bunting Way, Carib Grackle Drive, Cuckoos Way, as identified in the plat known as *Villages at Harmony Phase 2C and 2D*, as recorded at Plat Book 34, Pages 62 - 67, of the Official Records of Osceola County, Florida.

**Surface Water Management** – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within Tracts CE-1, CE-2, and CE-3 (Conservation Easement), Tracts SW-5, SW-6, SW-7 and SW-8 (Stormwater), Tract A-1 (Alley), House Finch Road, Barred Owl Lane, Mottled Duck Drive, Cattle Egret Drive, Painted Bunting Way, Carib Grackle Drive, Cuckoos Way and the "Drainage and Utility Easement," as identified on the plat entitled, *Villages at Harmony Phase 2C and 2D*, as recorded at Plat Book 34, Pages 62 - 67, of the Official Records of Osceola County, Florida.

**Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phases 2C & 2D of the project as described in the *Revised Master Engineer's Report for Capital Improvements*, dated April 21, 2022.

Description	CDD Eligible Amount	Paid to Date	Balance Owed	Retainage
Potable Water	\$877,156.50	\$877,156.50	\$0.00	\$0.00
Wastewater	\$1,315,082.24	\$1,315,082.24	\$0.00	\$0.00
Reclaimed Water	\$551,085.93	\$551,085.93	\$0.00	\$0.00
Roadways	\$2,082,108.13	\$2,082,108.13	\$0.00	\$0.00
Surface Water Management	\$1,444,893.94	\$1,444,893.94	\$0.00	\$0.00
<b>TOTAL:</b>	<b>\$6,270,326.74</b>	<b>\$6,270,326.74</b>	<b>\$0.00</b>	<b>\$0.00</b>


**CORPORATE DECLARATION REGARDING COSTS PAID**  
**[VILLAGES AT HARMONY PHASES 2C & 2D 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**.

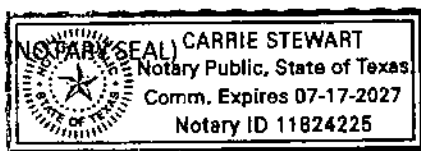
**IN WITNESS WHEREOF**, the undersigned has executed this certificate for and on behalf of the Developer as of the 28th day of February, 2024.

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

  
Name: James D. Allen  
Title: Executive Vice President & CFO

STATE OF TEXAS  
COUNTY OF TARRANT

The foregoing instrument was sworn and subscribed before me by means of  physical presence or  online notarization this 28 day of FEB, 2024, by James D. Allen as CFO 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 Phases 2C & 2D Improvements**

**Utilities** - 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), House Finch Road, Barred Owl Lane, Mottled Duck Drive, Cattle Egret Drive, Painted Bunting Way, Carib Grackle Drive, Cuckoos Way, and "Drainage and Utility Easement," as identified in the plat known as *Villages at Harmony Phase 2C and 2D*, as recorded at Plat Book 34, Pages 62 - 67, of the Official Records of Osceola County, Florida.

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**Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phases 2C & 2D of the project as described in the *Revised Master Engineer's Report for Capital Improvements*, dated April 21, 2022.

<b>Description</b>	<b>CDD Eligible Amount</b>	<b>Paid to Date</b>	<b>Balance Owed</b>	<b>Retainage</b>
Potable Water	\$877,156.50	\$877,156.50	\$0.00	\$0.00
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<b>TOTAL:</b>	<b>\$6,270,326.74</b>	<b>\$6,270,326.74</b>	<b>\$0.00</b>	<b>\$0.00</b>

**CONTRACTOR ACKNOWLEDGMENT AND RELEASE**  
**[VILLAGES AT HARMONY PHASES 2C & 2D IMPROVEMENTS]**

**THIS ACKNOWLEDGMENT & RELEASE (“Release”)** is made to be effective the 23<sup>RD</sup> day of FEBRUARY, 2024, by **Blue Ox Enterprises, LLC (“Contractor”)**, with an address of 500 North Way, Sanford, Florida 32773, 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 those certain *Florida Independent Contractor Agreement for Land Development (Fixed Price Award)* (“**Contract**”), both dated February 22, 2023 and 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.

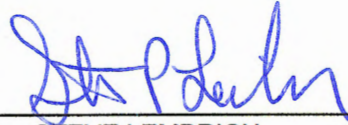
2. **ACQUISITION OF IMPROVEMENTS.** Contractor acknowledges that the District is acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

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.

**BLUE OX ENTERPRISES, LLC**



By: STEVE LEMBRICH  
Its: OWNER

STATE OF FLORIDA  
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 23RD day of FEBRUARY, 2024, by STEVE LEMBRICH as OWNER of BLUE OX ENTERPRISES, 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.



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

(NOTARY SEAL)

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



**EXHIBIT A**

**Description of Villages at Harmony Phases 2C & 2D Improvements**

**Utilities** - 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), House Finch Road, Barred Owl Lane, Mottled Duck Drive, Cattle Egret Drive, Painted Bunting Way, Carib Grackle Drive, Cuckoos Way, and "Drainage and Utility Easement," as identified in the plat known as *Villages at Harmony Phase 2C and 2D*, as recorded at Plat Book 34, Pages 62 - 67, of the Official Records of Osceola County, Florida.

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<b>TOTAL:</b>	<b>\$6,270,326.74</b>	<b>\$6,270,326.74</b>	<b>\$0.00</b>	<b>\$0.00</b>



**DISTRICT ENGINEER'S CERTIFICATE**  
**[VILLAGES AT HARMONY PHASES 2C & 2D IMPROVEMENTS]**

February 22, 2024

Board of Supervisors  
Harmony West Community Development District

Ladies and Gentlemen:

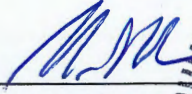
The undersigned is a representative of Poulos & Bennett, LLC ("**District Engineer**"), as District Engineer for the Harmony West Community Development District ("**District**") and does hereby make the following certifications in connection with the District's acquisition from Forestar (USA) Real Estate 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.

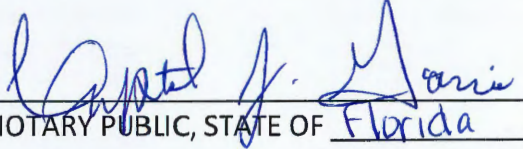
POULOS & BENNETT, LLC

  
\_\_\_\_\_  
Marc Stehli, P.E.  
Florida Registration No. 52781  
District Engineer



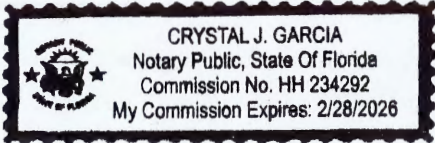
STATE OF Florida  
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 22<sup>nd</sup> day of February, 2024, 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.

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

(NOTARY SEAL)

Name: Crystal J Garcia  
(Name of Notary Public, Printed,  
Stamped or Typed as Commissioned)



**EXHIBIT A**

**Description of Villages at Harmony Phases 2C & 2D Improvements**

**Utilities** - 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), House Finch Road, Barred Owl Lane, Mottled Duck Drive, Cattle Egret Drive, Painted Bunting Way, Carib Grackle Drive, Cuckoos Way, and "Drainage and Utility Easement," as identified in the plat known as *Villages at Harmony Phase 2C and 2D*, as recorded at Plat Book 34, Pages 62 - 67, of the Official Records of Osceola County, Florida.

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**BILL OF SALE AND LIMITED ASSIGNMENT**  
**[VILLAGES AT HARMONY PHASES 2C & 2D IMPROVEMENTS]**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of the 21 day of February, 2024, 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

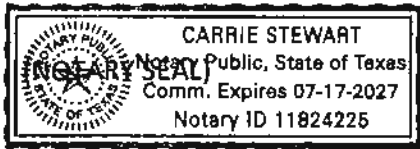
[Signature]  
Name: James D. Allen  
Title: Executive Vice President & CFO

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 28 day of FEB, 2024, by James D Allen as CFO 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)



**EXHIBIT A**

**Description of Villages at Harmony Phases 2C & 2D Improvements**

**Utilities** - 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), House Finch Road, Barred Owl Lane, Mottled Duck Drive, Cattle Egret Drive, Painted Bunting Way, Carib Grackle Drive, Cuckoos Way, and "Drainage and Utility Easement," as identified in the plat known as *Villages at Harmony Phase 2C and 2D*, as recorded at Plat Book 34, Pages 62 - 67, of the Official Records of Osceola County, Florida.

**Roadways** - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements - within or upon rights-of-way designated as House Finch Road, Barred Owl Lane, Mottled Duck Drive, Cattle Egret Drive, Painted Bunting Way, Carib Grackle Drive, Cuckoos Way, as identified in the plat known as *Villages at Harmony Phase 2C and 2D*, as recorded at Plat Book 34, Pages 62 - 67, of the Official Records of Osceola County, Florida.

**Surface Water Management** – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within Tracts CE-1, CE-2, and CE-3 (Conservation Easement), Tracts SW-5, SW-6, SW-7 and SW-8 (Stormwater), Tract A-1 (Alley), House Finch Road, Barred Owl Lane, Mottled Duck Drive, Cattle Egret Drive, Painted Bunting Way, Carib Grackle Drive, Cuckoos Way and the "Drainage and Utility Easement," as identified on the plat entitled, *Villages at Harmony Phase 2C and 2D*, as recorded at Plat Book 34, Pages 62 - 67, of the Official Records of Osceola County, Florida.

**Work Product** – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the public improvements for Phases 2C & 2D of the project as described in the *Revised Master Engineer's Report for Capital Improvements*, dated April 21, 2022.

<b>Description</b>	<b>CDD Eligible Amount</b>	<b>Paid to Date</b>	<b>Balance Owed</b>	<b>Retainage</b>
Potable Water	\$877,156.50	\$877,156.50	\$0.00	\$0.00
Wastewater	\$1,315,082.24	\$1,315,082.24	\$0.00	\$0.00
Reclaimed Water	\$551,085.93	\$551,085.93	\$0.00	\$0.00
Roadways	\$2,082,108.13	\$2,082,108.13	\$0.00	\$0.00
Surface Water Management	\$1,444,893.94	\$1,444,893.94	\$0.00	\$0.00
<b>TOTAL:</b>	<b>\$6,270,326.74</b>	<b>\$6,270,326.74</b>	<b>\$0.00</b>	<b>\$0.00</b>

**BILL OF SALE**  
**[VILLAGES AT HARMONY PHASES 2C & 2D ROADWAY IMPROVEMENTS]**

HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT (Grantor), in the County of Osceola, State of Florida, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, sell, transfer, and deliver unto OSCEOLA COUNTY, FLORIDA (Grantee) the following:

***Roadways*** - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements - within or upon rights-of-way designated as House Finch Road, Barred Owl Lane, Mottled Duck Drive, Cattle Egret Drive, Painted Bunting Way, Carib Grackle Drive, Cuckoos Way, as identified in the plat known as *Villages at Harmony Phase 2C and 2D*, as recorded at Plat Book 34, Pages 62 - 67, of the Official Records of Osceola County, Florida.

To have and to hold the same to Osceola County, Florida, and its successors and assigns, to their use forever.

And the Grantor hereby covenants with the Grantee that the Grantor is the lawful owner of the said goods, that they are free from all encumbrances, that the Grantor has good right to sell the same as aforesaid, and that the Grantor will warrant and defend the same against the lawful claims and demands of all persons.

[CONTINUED ON FOLLOWING PAGE]



**SIGNATURE PAGE TO BILL OF SALE**  
**[VILLAGES AT HARMONY PHASES 2C & 2D ROADWAY IMPROVEMENTS]**

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 2nd day of February, 2024.

**WITNESSES**

**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

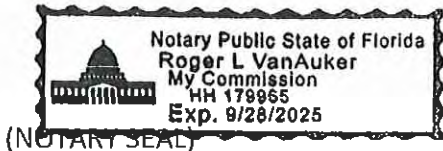
By: [Signature]  
Name: THOMAS J. BRADLEY

[Signature]  
Name: Shelley Kaercher  
Title: Chair

By: [Signature]  
Name: Justin Starr

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

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2nd day of February, 2024, by Shelley Kaercher as Chair of Harmony West C.D.D., who is personally known to me or has produced \_\_\_\_\_ as identification.



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

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

**BILL OF SALE AND GENERAL ASSIGNMENT**  
**[PHASES 2C & 2D UTILITIES IMPROVEMENTS]**

THIS BILL OF SALE AND GENERAL ASSIGNMENT (this "Assignment") is made and entered into as of this 22nd day of February, 2024, by and between **HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes whose address is 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 (hereafter referred to as "**Grantor**"), 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 pose office address is 951 Martin Luther King Boulevard, Kissimmee, Florida 34741, (hereinafter referred to as "**Grantee**").

**BACKGROUND STATEMENT**

Grantor owns certain water and wastewater improvements for the Grantor's project. This instrument is intended to convey the interest of Grantor in and to all of such improvements and work product to Grantee.

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

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee the property more specifically described herein (hereafter, collectively, the "**Personal and Intangible Property**"), to have and to hold all of said Personal and Intangible Property for its own use, and benefit forever:

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), House Finch Road, Barred Owl Lane, Mottled Duck Drive, Cattle Egret Drive, Painted Bunting Way, Carib Grackle Drive, Cuckoos Way, and "Drainage and Utility Easement," as identified in the plat known as *Villages at Harmony Phase 2C and 2D*, as recorded at Plat Book 34, Pages 62 - 67, of the Official Records of Osceola County, Florida.

2. Grantor agrees that to the extent that title to any of the Personal and Intangible Property is evidenced by, or transferable by execution or delivery of, certificates of title or other similar documentation, then Grantor will, upon demand, execute and deliver all such certificates or similar instruments.
3. In furtherance of this Assignment, Grantor hereby acknowledges that from this date Grantee has succeeded to all of its right, title, and standing to:

- a. receive all rights and benefits pertaining to all rights, title, interests, and benefits transferred and assigned hereby;
  - b. institute and prosecute all proceedings and take all action that Grantee, in its sole discretion, may deem necessary or proper to collect, assert, or enforce any claim, right, or title of any kind in and to any and all rights, title, interests, and benefits transferred and assigned hereby; and
  - c. defend and compromise any and all such actions, suits, or proceedings relating to such transferred and assigned rights, title, interests, and benefits and do all other such acts and things in relation thereto as Grantee, in its sole discretion, shall deem advisable.
4. Grantor hereby warrants the following:
- a. that Grantor is the lawful owner of the Personal and Intangible Property;
  - b. that the Personal and Intangible Property is free of all liens and encumbrances; and
  - c. that Grantor has no knowledge of any defects in the Personal and Intangible Property.
5. Grantor also agrees to warrant and repair any defects in design or workmanship to Grantee's satisfaction for a period of one (1) year from the date hereof.
6. Nothing in this Assignment shall be construed as a waiver of Grantee's limitations on liability provided in Section 768.28, Florida Statutes.
7. This Assignment shall be governed by, and construed under, the laws of the State of Florida.
8. This Assignment shall inure to the benefit of, and be binding upon, the respective legal representatives, successors, and assigns of the parties hereto.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered  
in the presence of:

**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**, a local unit of  
special-purpose government

Witnesses:

Sherry J. Beggs  
Name: Sherry J. Beggs  
Address: 1067 Stewart Blvd  
# 200

By: Shelley Kaercher  
Name: Shelley Kaercher  
Title: Chair

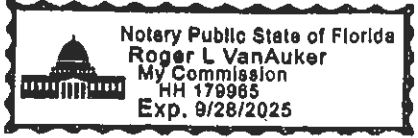
Justin Starr  
Name: Justin Starr  
Address: 1064 Greenwood Blvd  
Suite 200 Lake Mary, FL 32746

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of  physical presence  
or  online notarization, this 26 day of February, 2024, by Shelley Kaercher  
as Chairperson of the Harmony West Community Development District Board of Directors, a local  
unit of special-purpose government, on behalf of the district. He/She is  personally known to  
me or  has produced \_\_\_\_\_ as identification.

(SEAL)

Roger L. VanAuker  
(Official Notary Signature)  
Name: \_\_\_\_\_



This instrument was prepared by:

(This space reserved for Clerk)

Jere Earlywine  
Kutak Rock LLP  
107 W College Ave  
Tallahassee, Florida 32301

**QUIT CLAIM DEED**

THIS QUIT CLAIM DEED is made to be effective as of the 6<sup>th</sup> day of February, 2024, by and between **FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware limited liability company, with a mailing 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*, being situated in Osceola County, Florida, and whose mailing address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**Grantee**").

**WITNESSETH**

That Grantor, for good and valuable consideration, the receipt and sufficiency of which are 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 the County of Osceola, State of Florida, and more particularly described below ("**Property**"):

**Tracts CE-1, CE-2, and CE-3 (Conservation Easement), Tracts SW-5, SW-6, SW-7, and SW-8 (Stormwater), and Tract OS-11 (Open Space), as identified on the plat entitled, *Villages at Harmony Phase 2C and 2D*, as recorded at Plat Book 34, Pages 62-67, of the Official Records of Osceola County, Florida.**

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.

This Quit Claim Deed is further subject to the additional terms and conditions set forth on **Exhibit "A"** attached hereto and incorporated herein by reference all of which shall be deemed covenants which touch and concern and run with title to the Property and shall be binding upon Grantee and its successors and assigns.

**NOTE: Nothing herein shall be construed to waive Grantor's consideration in the improvements located on the Property, or any rights that the Grantor may have under any acquisition agreement(s) between the Grantor and Grantee and for payment by the Grantee for such improvements. Instead, Grantor reserves all such rights, and payment for any improvements shall be governed by separate conveyance documents between the parties and evidenced by a final bill of sale.**

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Grantor has caused these presents to be executed to be effective as of the day and year first above written.

Signed, sealed and delivered  
in the presence of:

FORESTAR (USA) REAL ESTATE GROUP INC.

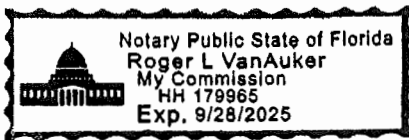
*Anthony Thompson*  
Print Name: Anthony Thompson  
Address: 1064 Greenwood Road, Lake Mary 32746

By: *Chris Tyne*  
Name: Chris Tyne  
Title: President

*Joshua Travis*  
Print Name: Joshua Travis  
Address: 1064 Greenwood Blvd, Lake Mary 32746

STATE OF Florida  
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 6<sup>th</sup> day of February, 2024, by Chris Tyne, as President of Forestar (USA) Real Estate Group Inc., on its behalf. Who  is personally known to me or  produced \_\_\_\_\_ as identification.



*Roger VanAuker*  
Notary Public, State of Florida

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

## EXHIBIT A

### ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE

As a material inducement to Grantor conveying the Property to Grantee, Grantor and Grantee covenant and agree as set forth in this Exhibit "A". Grantee acknowledges and agrees by its acceptance of this Deed that but for Grantee's agreement to these provisions, Grantor would not have conveyed the Property to Grantee.

(a) DISCLAIMERS. GRANTOR HEREBY CONVEYS THE PROPERTY TO GRANTEE "AS IS", "WHERE IS", AND "WITH ALL FAULTS" AND WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED. GRANTOR HEREBY SPECIFICALLY DISCLAIMS ANY AND ALL WARRANTIES, GUARANTIES, PROMISES, COVENANTS, AGREEMENTS, OR REPRESENTATIONS OF ANY NATURE WHATSOEVER, PAST, PRESENT, OR FUTURE AS TO OR CONCERNING THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE WHICH MIGHT BE IMPLIED AT LAW. Grantee acknowledges that Grantee has had the opportunity to conduct a feasibility study of the Property prior to its acceptance of this Deed. The Property is hereby accepted by Grantee in its then-present condition, "AS IS, WHERE IS, AND WITH ALL FAULTS". Without limiting the foregoing, Grantee acknowledges and agrees that Grantor has not made, has disclaimed, does not make and does specifically disclaim any representations, warranties, promises, covenants, agreements or guaranties of any kind or character whatsoever, whether express or implied, oral, written, past, present or future, of, as to, concerning or with respect to (i) the value, nature, quality or physical or other condition of the Property, including, without limitation, the water, soil and geology, and/or the environmental condition of the Property; (ii) the income to be derived from the Property; (iii) the water, soil, and geology, the suitability thereof and/or of the Property for any and all activities and uses which Grantee may elect to conduct; (iv) the compliance of or by the Property or its operations with any applicable laws, rules, ordinances, or regulations of any applicable governmental authority; (v) the habitability, merchantability, marketability, suitability, profitability, developability, or fitness for a particular purpose of the Property; (vi) the manner or quality of the construction or materials, if any, incorporated into the Property; or (vii) the manner, quality or state of repair of the Property. GRANTOR HAS NOT MADE, HAS DISCLAIMED, DOES NOT MAKE AND DOES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS REGARDING COMPLIANCE WITH ANY ENVIRONMENTAL LAWS OR ANY LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS OR ANY OTHER APPLICABLE LAWS, INCLUDING THE PRESENCE OR ABSENCE OF HAZARDOUS SUBSTANCES IN OR ON THE PROPERTY. Grantee further acknowledges that it shall rely solely on its own investigation of the Property and not on any information provided or to be provided by Grantor, and that Grantee's acceptance of this Deed shall constitute acceptance of the Property by Grantee "AS IS" and waiver of all objections or claims against Grantor (including, but not limited to, any right or claim of contribution) arising from or related to the matters set forth above in items (i) through (vii) above. Grantee further acknowledges and agrees that any information provided or to be provided with respect to the Property was obtained from a variety of sources and that Grantor has not made any independent investigation or verification of such information, makes no representations as to the accuracy or completeness of such information, and does not have and shall not have any duty to provide updates regarding such information or otherwise ensure the availability of any such updated information to Grantee. Grantor is not and shall not be liable or bound in any manner by any verbal or written statements, representations or information pertaining to the Property or the operation thereof, furnished by any real estate broker, agent, employee, servant, engineer, surveyor or other third party.

(b) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee 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 Grantee is acquiring the Property "AS IS, WHERE IS", AND "WITH ALL FAULTS". Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims (hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or

contingent, which Grantee 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 or any of the Grantor Parties, relating to 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 the delivery and acceptance of this Deed. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Deed. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

(c) Claims. The term "*Claim*" or "*Claims*" means any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages, judgments, losses, demands, orders, penalties, settlements, costs, fines, penalties, forfeitures and expenses of any kind or nature whatsoever (including, without limitation, attorneys' fees and costs and all litigation, mediation, arbitration and other dispute resolution costs and expenses) and includes expenses of enforcing any indemnification, defense or hold harmless obligations under this Exhibit "A", and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise.

(d) Grantee Affiliates. The term "*Grantee Affiliate*" or "*Grantee Affiliates*" means and includes: (i) any parent, subsidiary, or affiliate entity of Grantee and each such entity's and Grantee's employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives and their respective heirs, successors, and assigns, and (ii) any contractor, subcontractor, engineer, architect, broker, agent, or other party hired or retained by Grantee in connection with the marketing, design, or construction of improvements on the Property.

(e) Grantee Parties. The term "*Grantee Party*" or "*Grantee Parties*" means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner's heirs, successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

(f) Grantor Parties. The term "*Grantor Party*" or "*Grantor Parties*" means and includes (i) Grantor, Forestar (USA) Real Estate Group Inc., and any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc. and (ii) all employees, officers, directors, members, managers, shareholders, partners, attorneys, agents, and representatives of Grantor, of



Forestar (USA) Real Estate Group Inc., and of any parent, subsidiary, or affiliate entity of Grantor and/or Forestar (USA) Real Estate Group Inc.

(g) GRANTEE'S INDEMNITY OF GRANTOR. GRANTEE HEREBY AGREES TO INDEMNIFY, PROTECT, DEFEND (WITH COUNSEL ACCEPTABLE TO GRANTOR), SAVE AND HOLD HARMLESS GRANTOR AND EACH OF THE GRANTOR PARTIES FROM AND AGAINST ANY AND ALL CLAIMS OF ANY NATURE ASSERTED, INCURRED OR BROUGHT AGAINST GRANTOR OR ANY GRANTOR PARTY BY GRANTEE OR ANY GRANTEE PARTY IN ANY WAY RELATING TO, CONNECTED WITH, OR ARISING OUT OF, DIRECTLY OR INDIRECTLY, THIS DEED, THE PROPERTY, OR THE OWNERSHIP, LEASING, USE, OPERATION, MAINTENANCE, MANAGEMENT, DEVELOPMENT, CONSTRUCTION, AND MARKETING OF THE PROPERTY AND ANY STRUCTURES AND/OR OTHER IMPROVEMENTS CONSTRUCTED THEREON, WHETHER THE SAME BE AT LAW, IN EQUITY OR OTHERWISE. GRANTEE'S INDEMNIFICATION OF GRANTOR AND THE GRANTOR PARTIES AS PROVIDED HEREIN EXPRESSLY INCLUDES CLAIMS ARISING FROM, RELATED TO, OR CAUSED BY IN WHOLE OR IN PART GRANTOR'S COMPARATIVE, CONTRIBUTORY, OR SOLE NEGLIGENCE, WHETHER ACTIVE OR PASSIVE, BUT NOT INCLUDING GRANTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR GRANTOR'S BREACH OF ANY OF ANY REPRESENTATION, WARRANTY, OR COVENANT IN THIS DEED.

**Sovereign Immunity.** Regardless of anything in the Deed, or herein, to the contrary, nothing in the Deed, or herein, shall be deemed to waive the Grantee's limitations of liability established under Section 768.28, Florida Statutes or other applicable law.

This instrument was prepared by:

Jere Earlywine, Esq.  
Kutak Rock LLP  
107 W College Avenue  
Tallahassee, Florida 32301

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**EASEMENT AGREEMENT  
[VILLAGES AT HARMONY PHASES 2C & 2D]**

THIS EASEMENT AGREEMENT is made and entered into this 22nd day of February, 2024, by and among:

**Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, the owner and developer of lands within the boundary of the District, and whose mailing address is 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Developer**"); and

**Harmony West Homeowners Association, Inc.**, a Florida non-for-profit corporation, and whose mailing address is 811 Mabbette Street, Kissimmee, Florida 34741 ("**Association**"); and

**Harmony West Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, being situated in Osceola County, Florida, and whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, #410w, Boca Raton, Florida 33431 ("**District**" or "**Grantee**").

**WITNESSETH:**

**WHEREAS**, the District was established 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 plan, finance, construct, install, operate and/or maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements, and other improvements and uses within the boundaries of the District; and

**WHEREAS**, by virtue of those certain plats identified as *Villages at Harmony Phase 2C and 2D*, as recorded at Plat Book 34, Pages 62 - 67, of the Official Records of Osceola County, Florida, among other documents, Developer has dedicated easements to the District over the areas and for the purposes more particularly depicted and described on the Plat; and

**WHEREAS**, Developer desires to formally grant to, and/or clarify the terms of, the District easements over the properties being more particularly described herein (collectively, "**Easement Areas**") for the purposes more particularly described here; and

**WHEREAS**, Developer and District acknowledge that use of the Easement Areas is necessary for the District to carry out its essential purpose; and

**WHEREAS**, the District has requested that Developer and Association each grant to the District a perpetual easement over the Easement Areas and Developer and Association are agreeable to granting such an easement on the terms and conditions set forth herein, to the extent of their respective interests therein, if any.

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

1. **Recitals**. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. **Grant of Non-Exclusive Easement**. Developer and Association hereby each grant to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below – to the extent of the Developer’s and Association’s respective interests, if any - (“Easement Areas”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “Easement”):

A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, and the construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within all drainage easement areas including those labeled Tract A-1 and the “Drainage and Utility Easements,” as identified on the plat entitled, *Villages at Harmony Phase 2C and 2D*, as recorded at Plat Book 34, Pages 62 - 67, of the Official Records of Osceola County, Florida; and

3. **Inconsistent Use**. Developer and Association each agree and covenant that they shall not exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein afforded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

4. **Beneficiaries of Easement Rights**. This Easement Agreement shall be for the non-exclusive benefit and use of Grantee and its permitted employees, agents, assignees, contractors (and their subcontractors, employees and materialmen), or representatives for the purposes contemplated herein, and no third party shall have any rights under this Easement Agreement.

5. **Binding Effect**. This Easement Agreement and all of the provisions, representations, covenants, and conditions contained herein shall be binding upon and inure to the benefit of the Parties hereto and shall run with the land, and be binding upon, and for the benefit of, successors and assigns in interest to the Easement Area.

6. **Default**. A default by any Party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

7. **Enforcement of Agreement**. In the event that either District, Developer or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys’

fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. 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 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 Developer and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association and Grantee, respectively.

9. **Assignment.** Neither party may assign, transfer or license all or any portion of its real property rights under this Easement Agreement without the prior written consent of the other party. Any assignments attempted to be made by any party without the prior written approval of the other party are void. Notwithstanding the foregoing, nothing herein shall prevent Grantee from assigning its maintenance obligations for the stormwater improvements within the Easement Areas to a third party without the consent of the Developer and Association.

10. **Controlling Law; Venue.** This Easement Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida. The Parties consent to and agree that the exclusive venue for any dispute arising hereunder shall be in Osceola County, Florida.

11. **Public Records.** Developer and Association understand and agree that all documents of any kind provided to Grantee or to District staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

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

13. **Binding Effect.** This Easement Agreement and all of the provisions thereof shall inure to the benefit of and be binding upon the Parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

14. **Authorization.** By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

15. **Amendments.** Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by both Parties hereto.

16. **Entire Agreement.** This instrument shall constitute the final and complete expression of the agreement between the Parties relating to the subject matter of this Easement Agreement.

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

**[SIGNATURES ON NEXT PAGE]**

IN WITNESS WHEREOF, Developer, Association and Grantee have caused these presents to be executed on the day and year first above written.

WITNESS

FORESTAR (USA) REAL ESTATE GROUP INC.

By: Victoria Walker  
Name: VICTORIA WALKER  
Address: 2221 E LAMAR BLVD  
Suite 700  
APL, TX 76006  
By: Carrie Stewart  
Name: CARRIE STEWART  
Address: \_\_\_\_\_

By: James D. Allen  
Name: James D. Allen  
Title: Executive Vice President & CFO

STATE OF TEXAS  
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 28 day of FEB, 2024, by James D. Allen as CFO of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



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

[Signatures continue on following page]

WITNESS

HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT

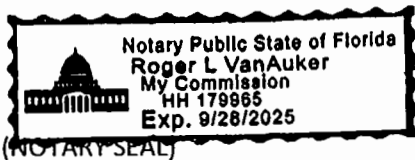
By: [Signature]  
Name: Tammy Brady  
Address: 1067 Greenwood Blvd  
# 200

By: [Signature]  
Name: Shelley Kaercher  
Title: Chair

By: [Signature]  
Name: Justin Starr  
Address: 1064 Greenwood Blvd  
Suite 200 Lake Mary, FL 32746

STATE OF Florida  
COUNTY OF Sevier

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 26 day of February, 2024, by Shelley Kaercher as Chair of the Harmony West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, 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: \_\_\_\_\_  
(Name of Notary Public, Printed, Stamped or  
Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

WITNESS

HARMONY WEST HOMEOWNERS' ASSOCIATION, INC.

By: [Signature]  
Name: HARMO J BRADLEY  
Address: 1064 Greenwood Blvd  
#200

By: [Signature]  
Name: Shelley Kaecher  
Title: President

By: [Signature]  
Name: Justin Starr  
Address: 1064 Greenwood Blvd  
Sub 200 Lake Mary, FL 32746

STATE OF Florida  
COUNTY OF Summit

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 27 day of February, 2024, by President as Shelley Kaecher of Harmony West Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, 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 \_\_\_\_\_

(NOTARY SEAL)

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





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

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

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
FEBRUARY 29, 2024**

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
FEBRUARY 29, 2024**

	General Fund	Debt Service Fund Series 2018	Debt Service Fund Series 2023	Capital Projects Fund Series 2018	Capital Projects Fund Series 2023	Total Governmental Funds
<b>ASSETS</b>						
Cash	\$1,028,185	\$ -	\$ -	\$ -	\$ -	\$ 1,028,185
Investments						
Revenue	-	717,012	232,394	-	-	949,406
Reserve	-	430,094	56,873	-	-	486,967
Prepayment	-	7	-	-	-	7
Capitalized interest	-	4	1,080	-	-	1,084
Construction	-	-	-	-	54	54
Cost of issuance	-	7	1,718	-	-	1,725
Accounts receivable	14,201	-	-	-	-	14,201
Due from other	2,408	-	-	-	-	2,408
Due from general fund	-	4,388	1,886	-	-	6,274
Utility deposit	9,585	-	-	-	-	9,585
Total assets	<u>\$1,054,379</u>	<u>\$1,151,512</u>	<u>\$ 293,951</u>	<u>\$ -</u>	<u>\$ 54</u>	<u>\$ 2,499,896</u>
<b>LIABILITIES AND FUND BALANCES</b>						
Liabilities:						
Accounts payable on-site	\$ 75,715	\$ -	\$ -	\$ -	\$ -	\$ 75,715
Accounts payable off-site	10,155	-	-	-	-	10,155
Due to Developer	-	-	20,049	-	-	20,049
Due to debt service fund	6,274	-	-	-	-	6,274
Landowner advance	3,300	-	-	-	-	3,300
Total liabilities	<u>95,444</u>	<u>-</u>	<u>20,049</u>	<u>-</u>	<u>-</u>	<u>115,493</u>
<b>DEFERRED INFLOWS OF RESOURCES</b>						
Deferred receipts	14,201	-	-	-	-	14,201
Total deferred inflows of resources	<u>14,201</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>14,201</u>
Fund balances:						
Restricted						
Debt service	-	1,151,512	273,902	-	-	1,425,414
Capital projects	-	-	-	-	54	54
Committed						
Playground	7,500	-	-	-	-	7,500
Sign and wall	7,000	-	-	-	-	7,000
3 months working capital	184,405	-	-	-	-	184,405
Unassigned	745,829	-	-	-	-	745,829
Total fund balances	<u>944,734</u>	<u>1,151,512</u>	<u>273,902</u>	<u>-</u>	<u>54</u>	<u>2,370,202</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,054,379</u>	<u>\$ 1,151,512</u>	<u>\$ 293,951</u>	<u>\$ -</u>	<u>\$ 54</u>	<u>\$ 2,499,896</u>

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year to Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 5,905	\$ 807,590	\$ 815,070	99%
Assessment levy: off-roll	-	31,841	63,681	50%
Lot closings	825	1,719	-	N/A
Buck Lake mgmt & consulting cost-share	-	-	875	0%
Buck Lake maintenance cost-share	-	4,375	7,200	61%
Dock applications	-	-	500	0%
Total revenues	<u>6,730</u>	<u>845,525</u>	<u>887,326</u>	95%
<b>EXPENDITURES</b>				
<b>Professional &amp; administrative</b>				
Management fees	4,000	20,000	48,000	42%
Legal - general counsel	1,269	1,672	25,000	7%
Engineering	559	559	10,000	6%
Audit	-	-	12,150	0%
Arbitrage rebate calculation	-	-	1,250	0%
Dissemination fee	167	833	3,000	28%
Trustee	-	-	15,750	0%
Telephone	17	83	200	42%
Postage	11	44	500	9%
Printing & binding	42	208	500	42%
Legal advertising	80	80	1,500	5%
Annual district filing fee	-	175	175	100%
Insurance	-	7,103	7,600	93%
Contingencies	-	36	750	5%
Office supplies	-	-	750	0%
Miscellaneous	-	-	750	0%
Property taxes	-	5,358	-	N/A
Bank fees	-	-	750	0%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
Total professional & administrative	<u>6,145</u>	<u>37,066</u>	<u>129,540</u>	29%

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	<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	2,500	6,000	42%
Field operations accounting	146	729	1,750	42%
Landscaping contract labor	58,247	165,393	300,740	55%
Insurance: property	-	7,284	7,882	92%
Porter services - dog park	-	820	5,000	16%
Playground ADA mulch	-	-	4,000	0%
Backflow prevention test	-	-	150	0%
Irrigation maintenance / repair	853	6,893	10,000	69%
Plants, shrubs & mulch	8,550	8,550	38,000	23%
Annuals	6,400	6,400	44,000	15%
Tree trimming	-	-	28,000	0%
Signage	-	-	3,500	0%
General maintenance	-	1,120	6,000	19%
Fountain maintenance	-	1,160	8,000	15%
Fence / wall repair	-	-	4,000	0%
Aquatic control - waterway	4,185	6,975	14,000	50%
Wetland monitoring & maintenance	3,600	4,800	4,800	100%
Buck lake mgmt & consulting cost-share	-	-	1,750	0%
Buck lake maintenance cost-share	-	-	14,400	0%
Electric:				
Irrigation	-	6,369	54,000	12%
Street lights	-	10,420	56,000	19%
Entrance signs	-	598	3,000	20%
Palm tree lights	-	-	5,000	0%
Fountain electricity	-	13,289	60,000	22%
Water irrigation	20,339	27,342	60,000	46%
Total field operations and maintenance	<u>102,820</u>	<u>270,642</u>	<u>739,972</u>	37%
<b>Other fees &amp; charges</b>				
Property appraiser	408	408	328	124%
Tax collector	118	16,136	16,981	95%
Total other fees & charges	<u>526</u>	<u>16,544</u>	<u>17,309</u>	96%
Total expenditures	<u>109,491</u>	<u>324,252</u>	<u>886,821</u>	37%
Excess/(deficiency) of revenues over/(under) expenditures	(102,761)	521,273	505	
Net change in fund balances	(102,761)	521,273	505	
Fund balances - beginning	1,047,495	423,461	282,040	
Fund balances - ending				
Playground	7,500	7,500	7,500	
Sign and wall	7,000	7,000	7,000	
3 months working capital	184,405	184,405	184,405	
Unassigned	745,829	745,829	83,640	
Fund balances - ending	<u>\$ 944,734</u>	<u>\$ 944,734</u>	<u>\$ 282,545</u>	

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2018  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 3,952	\$ 540,500	\$ 545,854	99%
Interest	4,780	17,361	-	N/A
Total revenues	<u>8,732</u>	<u>557,861</u>	<u>545,854</u>	102%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	140,000	0%
Interest	-	195,111	390,223	50%
Tax collector	79	10,799	11,372	95%
Total expenditures	<u>79</u>	<u>205,910</u>	<u>541,595</u>	38%
Excess/(deficiency) of revenues over/(under) expenditures	8,653	351,951	4,259	
<b>OTHER FINANCING SOURCES/(USES)</b>				
Transfer in	7	7	-	N/A
Total other financing sources	<u>7</u>	<u>7</u>	<u>-</u>	N/A
Net change in fund balances	8,660	351,958	4,259	
Fund balances - beginning	1,142,852	799,554	770,289	
Fund balances - ending	<u>\$ 1,151,512</u>	<u>\$ 1,151,512</u>	<u>\$ 774,548</u>	

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
DEBT SERVICE FUND SERIES 2023  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year To Date	Budget	% of Budget
<b>REVENUES</b>				
Assessment levy: on-roll	\$ 1,699	\$ 232,320	\$ 234,829	99%
Interest	1,214	3,477	-	N/A
Total revenues	<u>2,913</u>	<u>235,797</u>	<u>234,829</u>	100%
<b>EXPENDITURES</b>				
<b>Debt service</b>				
Principal	-	-	55,000	0%
Interest	-	86,633	173,266	50%
Tax collector	35	4,641	4,892	95%
Total expenditures	<u>35</u>	<u>91,274</u>	<u>233,158</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	2,878	144,523	1,671	
Fund balances - beginning	271,024	129,379	200,378	
Fund balances - ending	<u>\$ 273,902</u>	<u>\$ 273,902</u>	<u>\$ 202,049</u>	

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2018  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year To Date
<b>REVENUES</b>	\$ -	\$ -
Total revenues	-	-
<b>EXPENDITURES</b>	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	-
<b>OTHER FINANCING SOURCES/(USES)</b>		
Transfer out	(7)	(7)
Total other financing sources/(uses)	(7)	(7)
Net change in fund balances	(7)	(7)
Fund balances - beginning	7	7
Fund balances - ending	\$ -	\$ -



**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023  
FOR THE PERIOD ENDED FEBRUARY 29, 2024**

	Current Month	Year To Date
<b>REVENUES</b>		
Interest	\$ -	\$ 54
Total revenues	-	54
<b>EXPENDITURES</b>	-	-
Total expenditures	-	-
Excess/(deficiency) of revenues over/(under) expenditures	-	54
Fund balances - beginning	54	-
Fund balances - ending	\$ 54	\$ 54

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

**MINUTES**

**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 March 21, 2024 at 10:30 a.m., at Johnston’s Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

**Present were:**

Shelley Kaercher	Chair
Chris Tyree	Vice Chair
Ayden Williams	Assistant Secretary

**Also present:**

Daniel Rom	District Manager
Kristen Thomas	Wrathell, Hunt and Associates, LLC
Jere Earlywine (via telephone)	District Counsel
Mark Hills	Field Operations Manager
Emily Mock	Public

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 10:33 a.m. Supervisors Kaercher, Tyree and Williams were present. Supervisor Van Auker was not present. One seat was vacant.

**SECOND ORDER OF BUSINESS**

**Public Comments**

No members of the public spoke.

**THIRD ORDER OF BUSINESS**

**Consideration of Pool Approval [2668 Swooping Swallow]**

Mr. Rom stated, the agenda item heading incorrectly states Swooping Swallow; however, the correct street is Swooping Sparrow and the documentation reflects the correct information. He recalled that, at the last meeting, the Board considered a request to remove two sections of fence to access the homeowner’s backyard from Botanic Boulevard to install a pool and the CDD Board advised the homeowner to first seek County approval, which has now been granted.

41 Mr. Rom stated the HOA also granted approval. He noted that the CDD Agreement  
42 requires a \$2,000 deposit for replacement of landscape on the CDD easement. The Agreement  
43 provides for 30 days to complete the work. The consensus is that the amount of time might  
44 need to be extended. Upon completion, the CDD has the right to inspect and the CDD will be  
45 named as an additional insured.

46 The Board and Staff discussed the Agreement, including increasing the restoration time  
47 to 90 days, sufficiency of the deposit, sidewalk repair, landscaping and the homeowner’s  
48 responsibility for repairing curb damage.

49 Mr. Earlywine stated he can insert “curb” into section 3C.

50 Asked how the area will be secured during lulls in construction, Mr. Hills stated he  
51 advised the homeowner that caution tape will be required. It was noted that contractors install  
52 orange fencing during construction.

53 Mr. Tyree stated a construction schedule is needed and the License Agreement should  
54 be tied to the construction schedule so that 30 days after the pool receives the Certificate of  
55 Occupancy (CO), repairs will be 100% complete. He predicted the process will take eight to ten  
56 weeks.

57

58 **On MOTION by Mr. Tyree and seconded by Ms. Kaercher, with all in favor, the**  
59 **request to remove portions of fence to access property to install a pool at 2668**  
60 **Swooping Sparrow Drive, and the License Agreement, as amended and subject**  
61 **to a construction schedule and final completion date, were approved.**

62

63

64 **FOURTH ORDER OF BUSINESS** Discussion/ Consideration: Buck Lake  
65 Related Items

66

67 **A. March 16, 2023 Buck Lake Committee Meeting Minutes**

68 The following change was made:

69 Line 18: Change “10:36” to “10:04”

70 **B. Bio- Tech Consulting Inc., Proposal No. 24-523 for Environmental Services**

71 Mr. Rom stated that the Committee did not object to Bio-Tech’s increase of \$100 per  
72 month for environmental services. District Counsel will draft an Amendment to the Bio-Tech  
73 Agreement.

74 **C. Cost Details**

75 Mr. Rom stated that Bio-Tech sent invoices for November and December 2023; other  
76 invoices are pending and will be provided as backup. When six months of receipts have been  
77 received, a Cost Share Invoice will be sent to Harmony CDD for its portion of the expense.

78

79 **On MOTION by Mr. Tyree and seconded by Mr. Williams, with all in favor, the**  
80 **March 16, 2023 Buck Lake Committee Meeting Minutes, as amended, were**  
81 **approved.**

82

83 **On MOTION by Mr. Tyree and seconded by Ms. Kaercher, with all in favor, Bio-**  
84 **Tech Consulting Inc., Proposal No. 24-523 for Environmental Services, and**  
85 **authorizing District Counsel to draft an Amendment to the Agreement, were**  
86 **approved.**

87

88

89 **FIFTH ORDER OF BUSINESS**

**Ratification Items**

90

91 Mr. Rom presented the following:

- 92 **A. Proposal #74950 (Supply/Install Mulch in CDD Common Planting Areas (Phase One))**
- 93 **B. Lake Pros, LLC Second Amendment to Agreement for Aquatic Maintenance Services**
- 94 **C. Allsmiths, LLC Agreement for Services [Bridges]**

95 Mr. Rom recalled that the Board reviewed a proposal for removal of Bridge #1 and,  
96 when it was learned that three bridges need to be removed, a not-to-exceed amount of  
97 \$10,000 was approved. When the site was inspected, it was discovered that Bridges #2 and #3  
98 are twice the size of Bridge #1, so the cost was greater than \$10,000. The cost for dismantling  
99 and removing all three bridges totaled \$15,740. The expenditure, which was within the Vice  
100 Chair and District Manager’s spending authority, was approved by the Vice Chair.

- 101 **D. United Land Services Second Amendment to Landscape & Irrigation Services**  
102 **Agreement**

103 Mr. Rom stated the Amendment to the Agreement pertains to Phase 2C, for which the  
104 additional monthly pricing is estimated at \$4,100.50; the additional yearly pricing totals  
105 \$49,206.

106 Mr. Tyree stated, while the ligustrums and magnolias on the first half of the Boulevard  
107 from 192 to the Amenity Center look great, he thinks the ones on the back half of the Boulevard  
108 are thinning. He wondered if the ligustrums were sheared for fullness and if some blood scale is  
109 present.

110 Mr. Hills stated David will do a walkthrough next week.

111

112 **On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor,**  
113 **United Land Services Proposal #74950 for Supply and Installation of Mulch in**  
114 **Phase One CDD Common Planting Areas, in the amount of \$28,560; Lake Pros,**  
115 **LLC Second Amendment to Agreement for Aquatic Maintenance Services, in**  
116 **the monthly amount of \$225 for an annual amount of \$2,700; the Allsmiths LLC**  
117 **Agreement for Services for Bridges, in the amount of \$15,740; and the United**  
118 **Land Services Second Amendment to Landscape & Irrigation Services**  
119 **Agreement, at a monthly amount of \$4,100.50 for an annual amount of**  
120 **\$49,206, were ratified.**

121

122

123 **SIXTH ORDER OF BUSINESS**

**Acceptance of Unaudited Financial  
Statements as of January 31, 2024**

124

125

126 Mr. Rom stated a \$4,375 check was received for the Buck Lake maintenance cost share.

127 He noted that the proposed Fiscal Year 2025 budget will be discussed at the next meeting;

128 there are some questions relating to potential new phases of construction.

129 Mr. Tyree stated that information regarding new phases will likely be provided at the

130 next meeting; the majority of the next phase of construction will not be online until the Fiscal

131 Year 2026 budget. A \$300,000 "New Phases" line item will be added to the Fiscal Year 2025

132 budget.

133

134 **On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, the**  
135 **Unaudited Financial Statements as of January 31, 2024, were accepted.**

136

137

138 **SEVENTH ORDER OF BUSINESS**

**Approval of January 18, 2024 Regular  
Meeting Minutes**

139

140

141 The minutes were approved at this time, as presented, but were reconsidered later in

142 the meeting following Item 8C.

143

144 **On MOTION by Mr. Tyree and seconded by Ms. Kaercher, with all in favor, the**  
145 **January 18, 2024 Regular Meeting Minutes, as presented, were approved.**

146

147

148 **EIGHTH ORDER OF BUSINESS**

**Staff Reports**

149

150 A. District Counsel: Kutak Rock LLP

151 B. District Engineer: Poulos & Bennett, LLC

152 There were no District Counsel or District Engineer reports.

153 C. Field Operations Manager: Association Solutions of Central Florida, Inc.

154 Mr. Hills reported the following:

155 ➤ Landscaping has vastly improved in recent months. Section 2C was turned over last  
156 week and cut for the first time this week.

157 ➤ CDD playgrounds and parks have no issues.

158 ➤ The water fountain seems to break every six weeks.

159 ➤ The front entrance sign was pressure washed and cleaned this week.

160 ▪ Discussion resumed: Approval of January 18, 2024 Regular Meeting Minutes

161 The following changes were made:

162 Lines 65, 71, 76 and 77: Change “Shelly” to “Shelley”

163

164 **On MOTION by Mr. Tyree and seconded by Ms. Kaercher, with all in favor, the**  
165 **January 18, 2024 Regular Meeting Minutes, as amended, were approved.**

166

167

168 D. District Manager: Wrathell, Hunt and Associates, LLC

169 • NEXT MEETING DATE: April 18, 2024 at 10:30 AM

170 ○ QUORUM CHECK

171 The next meeting will be on April 18, 2024, unless cancelled.

172

173 NINTH ORDER OF BUSINESS

Board Members’ Comments/Requests

174

175 There were no Board Members’ comments or requests.

176

177 TENTH ORDER OF BUSINESS

Public Comment

178

179 No members of the public spoke.

180

181 ELEVENTH ORDER OF BUSINESS

Adjournment

182

183 **On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, the**  
184 **meeting adjourned at 10:52 a.m.**

185  
186  
187  
188  
189  
190

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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 2023/2024 MEETING SCHEDULE**

**LOCATION**

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

<b>DATE</b>	<b>POTENTIAL DISCUSSION/FOCUS</b>	<b>TIME</b>
<b>October 19, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>November 13, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>1:00 PM</b>
<b>November 16, 2023</b> <i>Rescheduled to November 13, 2023</i>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>December 21, 2023 CANCELED</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>January 18, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>February 15, 2024 CANCELED</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>March 21, 2024</b>	<b>Buck Lake Committee Meeting</b>	<b>10:00 AM</b>
<b>March 21, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>April 18, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>May 16, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>June 20, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>July 18, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>August 15, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>
<b>September 19, 2024</b>	<b>Regular Meeting</b>	<b>10:30 AM</b>