

# **HARMONY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**September 19, 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**

September 12, 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 September 19, 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. Acceptance of Resignation of Ayden Williams (Seat 3); *Term Expires November 2024*
4. Consider Appointment to Fill Unexpired Term of Seat 3
  - Administration of Oath of Office (*the following will be provided in a separate package*)
  - A. Updates and Reminders: Ethics Training for Special District Supervisors and Form 1
  - B. Membership, Obligation and Responsibilities
  - C. Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees
  - D. Form 8B: Memorandum of Voting Conflict for County, Municipal and other Local Public Officers
5. Consideration of Resolution 2024-10, Electing and Removing Officers of the District and Providing for an Effective Date
6. Consideration of Fiscal Year 2025 Deficit Funding Agreement
7. Consideration of Irrigation Ownership
  - A. Bills of Sale and Limited Assignment [Irrigation Improvements]
    - I. Forestar (USA) Real Estate Group Inc.

- II. DHIR – Orlando East I LLC
  - B. Non-Exclusive Perpetual Utility Easement (Irrigation)
    - I. Forestar (USA) Real Estate Group Inc.
    - II. DHIR – Orlando East I LLC
- 8. Consideration of ERP Permit Modifications
  - A. Villages at Harmony Phase 2 Boulevard, Phase 2A and Phase 2B
  - B. Villages at Harmony Phase 2C and Phase 2D
- 9. Consideration of Resolution 2024-11, Amending Resolution 2023-13 and Declaring the District's Intent to Accept Responsibility for the Perpetual Operation, Maintenance, and Funding of the Stormwater Management System and Conservation Areas Within the District
  - A. Letter to South Florida Water Management District Regarding the Villages at Harmony Phase 2G & 2H Operating Entity Responsibilities Permit No 49-107702/App No. 240510-43777
- 10. Consideration of Resolution 2024-12, to Designate Date, Time and Place of a Public Hearing to Consider a Lake and Trespass Rule; Providing for Interim Use and Enforcement; Authorizing Publication; and Providing an Effective Date
  - A. Sample Notices of Rule Development and Rulemaking
- 11. Consideration of Goals and Objectives Reporting [HB7013 - Special Districts Performance Measures and Standards Reporting]
- 12. Consideration of Straightline Fence Pond Fencing Proposal
- 13. Ratification Items
  - A Allsmiths Services Estimate No. 2272 [Installation of Ranch Fencing, Pedestrian and Vehicle Gate at Various Locations \$5,930]
  - B. Conservation Covenant
- 14. Presentation of Audited Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank *(to potentially be provided under separate cover)*

- A. Consideration of Resolution 2024-09, Hereby Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2023

15. Acceptance of Unaudited Financial Statements as of July 31, 2024

16. Approval of July 18, 2024 Public Hearings and Regular Meeting Minutes

17. 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: October 17, 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 |                  | <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 AUKE   | <input type="checkbox"/> IN PERSON | <input type="checkbox"/> PHONE | <input type="checkbox"/> NO |

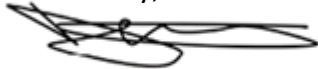
18. Board Members' Comments/Requests

19. Public Comment

20. 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**

## RESIGNATION

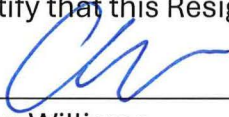
To: Board of Supervisors  
Harmony West Community Development District  
Attn: Wrathell, Hunt and Associates, LLC  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431 F

From: Ayden Williams

Date: July 19, 2024

I hereby resign as a member of the Board of Supervisors of the Harmony West Community Development District. My resignation will be deemed to be effective as of the time a quorum of the remaining members of the Board of Supervisors accepts it at a duly noticed meeting of the Board of Supervisors, effective immediately.

I certify that this Resignation has been executed by me.

  
\_\_\_\_\_  
Ayden Williams

# **HARMONY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**5**

**RESOLUTION 2024-10**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE  
HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT  
ELECTING AND REMOVING OFFICERS OF THE DISTRICT AND  
PROVIDING FOR AN EFFECTIVE DATE.**

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

**WHEREAS**, the District’s Board of Supervisors desires to elect and remove Officers of the District.

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

**SECTION 1.** The following is/are elected as Officer(s) of the District effective September 19, 2024:

\_\_\_\_\_ is elected Chair  
\_\_\_\_\_ is elected Vice Chair  
\_\_\_\_\_ is elected Assistant Secretary  
\_\_\_\_\_ is elected Assistant Secretary  
\_\_\_\_\_ is elected Assistant Secretary  
\_\_\_\_\_ is elected Assistant Secretary  
Kristen Thomas is elected Assistant Secretary

**SECTION 2.** The following Officer(s) shall be removed as Officer(s) as of September 19, 2024:

Ayden Williams                      Assistant Secretary

**SECTION 3.** The following prior appointments by the Board remain unaffected by this Resolution:

Craig Wrathell is Secretary

**Daniel Rom** is Assistant Secretary

Craig Wrathell is Treasurer

Jeff Pinder is Assistant Treasurer

**PASSED AND ADOPTED THIS 19TH DAY OF SEPTEMBER, 2024.**

ATTEST:

## HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

# **HARMONY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**6**

## FISCAL YEAR 2025 DEFICIT FUNDING AGREEMENT

This **FISCAL YEAR 2025 DEFICIT FUNDING AGREEMENT** ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

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

**FORESTAR (USA) REAL ESTATE GROUP INC.**, a Delaware corporation, the owner and developer of lands within the boundary of the District, whose mailing address is 10700 Pecan Park Blvd, Suite 150, Austin, Texas 78750 ("**Developer**").

### RECITALS

**WHEREAS**, the District was established for the purposes of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

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

**WHEREAS**, the District has adopted its annual budget for Fiscal Year 2025 ("**FY 2025 Budget**"), which begins on October 1, 2024 and ends on September 30, 2025, and has levied and imposed operations and maintenance assessments ("**O&M Assessments**") on lands within the District to fund a portion of the FY 2025 Budget; and

**WHEREAS**, the Developer has agreed to fund the cost of any "**Budget Deficit**," representing the difference between the FY 2025 Budget amount and the amount of the O&M Assessments, but subject to the terms of this Agreement.

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

1. **FUNDING.** The Developer agrees to make available to the District any monies ("**Developer Contributions**") necessary for the Budget Deficit as identified in **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developers' consent to such amendments to incorporate them herein), and within thirty (30) days of written request by the District. As a point of clarification, the District shall only request funding for the actual expenses of the District, and the Developer is not required to fund the total general fund budget in the event that actual expenses are less than the projected total general fund budget set forth in **Exhibit A**. The District shall have no obligation to repay any Developer Contribution provided hereunder.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. Amendments to

and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by any party only upon the written consent of the other(s). Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by any party under this Agreement shall entitle the other(s) to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other(s) all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

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

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

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

**HARMONY WEST COMMUNITY DEVELOPMENT  
DISTRICT**

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

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

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

**EXHIBIT A:**      FY 2025 Budget

# **HARMONY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **7AI**

**BILL OF SALE AND LIMITED ASSIGNMENT**  
**[IRRIGATION IMPROVEMENTS]**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, with an address of 10700 Pecan Park Blvd, Suite 150, Austin, Texas 78750 ("**Developer**"), **Harmony West Townhomes Homeowners Association, Inc.**, a Florida not-for-profit corporation, with an address of 811 Mabbette Street, Kissimmee, Florida 34741 ("**Townhomes Association**"), **Harmony West Homeowners Association, Inc.**, a Florida not-for-profit, with an address of 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* ("**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, Developer, Townhomes Association, Association and Grantee, intending to be legally bound, do hereby agree as follows:

1. Developer, Townhomes Association and Association hereby transfer, grant, convey, and assign to Grantee all of their respective right, title and interest of Developer, Townhomes Association and Association, 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) All of the improvements and work product identified in **Exhibit A**; and
- b) All of their respective right, title, interest, and benefit of Developer, Townhomes Association and Association, 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 improvements and work product described in **Exhibit A**.

2. Developer, Townhomes Association and Association each hereby covenants that: (i) Developer, Townhomes Association and Association is each the lawful owner of its respective interest in the Property; (ii) the Property is free from any liens or encumbrances and the Developer, Townhomes Association and Association each covenants to timely address any such liens or encumbrances with respect to their respective interests, if and when filed; (iii) Developer, Townhomes Association and Association each has good right to sell the Property; and (iv) the Developer, Townhomes Association and Association will each warranty and defend the sale of their respective interests in the Property hereby made unto the Grantee against the lawful claims and demands of all persons claiming by, through or under the Developer, Townhomes Association or Association, as the case may be.

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 Developer, Townhomes Association or Association. The District agrees that neither Developer, Townhomes Association nor Association shall be responsible or liable to the District for any defect, errors, or omissions in or relating to, their respective interests in the Property, latent or otherwise, or on account of any other conditions affecting their respective interests in the Property, **“AS IS, WHERE IS”, AND “WITH ALL FAULTS”**.

4. The Developer, Townhomes Association and Association each represents that it has no knowledge of any latent or patent defects in their respective interests 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 Developer, Townhomes Association and Association each 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: \_\_\_\_\_  
Name: \_\_\_\_\_

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

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

**STATE OF TEXAS**  
**COUNTY OF TARRANT**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by James D. Allen as Executive Vice President of Forestar (USA) Real Estate Group Inc., 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 TEXAS

(NOTARY SEAL)

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

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

**HARMONY WEST TOWNHOMES  
HOMEOWNERS ASSOCIATION, INC.**, a Florida  
not-for-profit corporation

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of (\_\_) physical presence or (\_\_) online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Harmony West Townhomes Homeowners Association, Inc., a Florida not-for-profit corporation, for and on behalf of said entity. He/She [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

NOTARY STAMP:

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

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

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

**HARMONY WEST HOMEOWNER'S  
ASSOCIATION, INC.**, a Florida not-for-profit  
corporation

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of (\_\_\_) physical presence or (\_\_\_) online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Harmony West Homeowner's Association, Inc., a Florida not-for-profit corporation, for and on behalf of said entity. He/She [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

NOTARY STAMP:

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

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

## EXHIBIT A

***Irrigation Improvements*** – All irrigation systems, including but not limited to wells, pumps, pipes, structures, fittings, valves, spray heads and related system components, located within or upon all utility easement areas including those labeled “Utility Easements” and “Drainage and Utility Easements” as identified on the plat entitled, *Harmony West Phase 1A*, as recorded at Plat Book 27, Pages 116-120, of the Official Records of Osceola County, Florida, Tracts A-1, OS-2, OS-3, OS-4, and all utility easement areas including those labeled “Utility Easements” as identified on the plat entitled, *Villages at Harmony Phase 1B*, as recorded at Plat Book 29, Pages 104 - 112, of the Official Records of Osceola County, Florida, Tracts OS-1, OS-2, OS-3, OS-4, OS-5, OS-6, P-1, SW-8A, and all utility easement areas including those labeled “Utility Easements” as identified on the plat entitled, *Harmony West Townhomes*, as recorded at Plat Book 33, Pages 46 - 49, of the Official Records of Osceola County, Florida, Tracts OS-1, OS-2, OS-6, and all utility easement areas including those labeled “Utility Easements” as identified on the plat entitled, *Villages at Harmony Phase 1C-1 and 1D*, as recorded at Plat Book 30, Pages 39-45, of the Official Records of Osceola County, Florida, Tracts OS-2, OS-4, and all utility easement areas including those labeled “Utility Easements” as identified on the plat entitled, *Villages at Harmony Phase 1C2*, as recorded at Plat Book 30, Pages 198-199, of the Official Records of Osceola County, Florida, Tracts A-1, A-2, OS-1, OS-2, OS-4, OS-9, and all utility easement areas including those labeled “Utility Easements” as identified on the plat entitled, *Villages at Harmony Phase 2A*, as recorded at Plat Book 32, Pages 148-153, of the Official Records of Osceola County, Florida, Tract OS-4, and all utility easement areas including those labeled “Drainage and Utility Easements” “Utility Easements” as identified on the plat entitled, *Villages at Harmony Phase 2B*, as recorded at Plat Book 33, Pages 76-79, of the Official Records of Osceola County, Florida, Tracts A-1, M-1, OS-1, OS-2, OS-3, OS-4, OS-5, OS-6, OS-7, OS-8, OS-9, OS-10, REC-1, and all utility easement areas including those labeled “Drainage and Utility Easements” “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.

# **HARMONY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **7A11**

**BILL OF SALE AND LIMITED ASSIGNMENT**  
**[IRRIGATION IMPROVEMENTS]**

**THIS BILL OF SALE AND LIMITED ASSIGNMENT** is made to be effective as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between **DHIR – Orlando East I LLC**, a Delaware limited liability company, with an address of 1341 Horton Circle, Arlington, Texas 76011 (“**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) All of the improvements and work product identified in **Exhibit A**; and
- b) 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 improvements and work product described in **Exhibit A**.

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 warranty 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”**”.

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.

**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**

**DHIR – ORLANDO EAST I LLC**

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

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

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

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

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this \_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_ as \_\_\_\_\_ of DHIR – Orlando East I 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: \_\_\_\_\_  
(Name of Notary Public, Printed,  
Stamped or Typed as Commissioned)

## **EXHIBIT A**

***Irrigation Improvements*** – All irrigation systems, including but not limited to wells, pumps, pipes, structures, fittings, valves, spray heads and related system components, located within Tract OS-1, OS-2, OS-6, J, and all utility easement areas including those labeled “Drainage and Utility Easements” “Utility Easements” as identified on the plat entitled, *Villages at Harmony Phase 2B*, as recorded at Plat Book 33, Pages 76-79, of the Official Records of Osceola County, Florida.

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

**7BI**

**NON-EXCLUSIVE PERPETUAL UTILITY EASEMENT**  
**(Irrigation)**

**THIS NON-EXCLUSIVE PERPETUAL UTILITY EASEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

**Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, whose address is 10700 Pecan Park Blvd, Suite 150, Austin, Texas 78750 ("**Developer**"); and

**Harmony West Townhomes Homeowners Association, Inc.**, a Florida not-for-profit corporation, whose address is 811 Mabbette Street, Kissimmee, Florida 34741 ("**Townhomes Association**"); and

**Harmony West Homeowners Association, Inc.**, a Florida not-for-profit corporation, whose address is 811 Mabbette Street, Kissimmee, Florida 34741 ("**Association**," together with Townhomes Association and Developer "**Grantor**"); and

**Harmony West Community Development District**, a local unit of special-purpose government established pursuant to Chapter 189, *Florida Statutes*, and whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**").

**Recitals**

**WHEREAS**, the District was established 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**, the Developer, Association and Townhomes Association desire to formally grant to, and/or clarify the terms of, the utility easements over the properties more particularly described herein for the purposes of the District operating and maintaining the irrigation system; and

**WHEREAS**, Developer, Townhomes Association, and Association each grant to the District a perpetual easement over the Easement Areas as defined herein, and Developer, Townhomes Association 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 all 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.

**2. GRANT OF NON-EXCLUSIVE EASEMENT.** Developer, Townhomes Association 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, Townhomes Association’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, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of the irrigation system, located within all utility easement areas including those labeled “Utility Easements” and “Drainage and Utility Easements” as identified on the plat entitled, ***Harmony West Phase 1A, as recorded at Plat Book 27, Pages 116-120, of the Official Records of Osceola County, Florida.***
- B) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of the irrigation system, located within Tracts A-1, OS-2, OS-3, OS-4, and all utility easement areas including those labeled “Utility Easements” as identified on the plat entitled, ***Villages at Harmony Phase 1B, as recorded at Plat Book 29, Pages 104 - 112, of the Official Records of Osceola County, Florida.***
- C) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of the irrigation system, located within Tracts OS-1, OS-2, OS-3, OS-4, OS-5, OS-6, P-1, SW-8A, and all utility easement areas including those labeled “Utility Easements” as identified on the plat entitled, ***Harmony West Townhomes, as recorded at Plat Book 33, Pages 46 - 49, of the Official Records of Osceola County, Florida.***
- D) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of the irrigation system, located within Tracts OS-1, OS-2, OS-6, and all utility easement areas including those labeled “Utility Easements” as identified on the plat entitled, ***Villages at Harmony Phase 1C-1 and 1D, as recorded at Plat Book 30, Pages 39-45, of the Official Records of Osceola County, Florida.***
- E) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance,

repair, reconstruction, and replacement by the District of the irrigation system, located within Tracts OS-2, OS-4, and all utility easement areas including those labeled "Utility Easements" as identified on the plat entitled, ***Villages at Harmony Phase 1C2***, as recorded at Plat Book 30, Pages 198-199, of the Official Records of Osceola County, Florida.

- F) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of the irrigation system, located within Tracts A-1, A-2, OS-1, OS-2, OS-4, OS-9, and all utility easement areas including those labeled "Utility Easements" as identified on the plat entitled, ***Villages at Harmony Phase 2A***, as recorded at Plat Book 32, Pages 148-153, of the Official Records of Osceola County, Florida.
- G) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of the irrigation system, located within Tract OS-4, and all utility easement areas including those labeled "Drainage and Utility Easements" "Utility Easements" as identified on the plat entitled, ***Villages at Harmony Phase 2B***, as recorded at Plat Book 33, Pages 76-79, of the Official Records of Osceola County, Florida.
- H) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of the irrigation system, located within Tracts A-1, M-1, OS-1, OS-2, OS-3, OS-4, OS-5, OS-6, OS-7, OS-8, OS-9, OS-10, REC-1, and all utility easement areas including those labeled "Drainage and Utility Easements" "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.

**3. INCONSISTENT USE.** Grantor agrees and covenants that it shall not grant or exercise any rights in the property inconsistent with, or which interfere with, the rights herein accorded to District. Grantor shall be free to make any use of the property which is consistent with District's intended use.

**4. DEFAULT.** A default by any party under this Utility Easement 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.

**5. MODIFICATION; WAIVER.** No modification or amendment of this Utility Easement may be made except by written agreement between the parties. No failure by any person or entity now or hereafter bound by this Utility Easement to insist upon the strict performance of any covenant, duty, agreement or condition of this Utility Easement, or to exercise any right or remedy upon a breach of this Utility Easement, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. Any person or entity now or hereafter bound by

any provision of this Utility Easement may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto; provided, however, that such waiver must be affected by a written instrument signed by the waiving party.

**6. ATTORNEYS' FEES.** In the event that either party seeks to enforce this Utility Easement 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.

**7. 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 Utility Easement shall be effective and valid only if in writing, signed by the party giving notice 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 (or to such other place as any party may by notice to the others specify):

**To District:** Harmony West Community Development District  
c/o Wrathell, Hunt and Associates LLC  
2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: Daniel Rom

**With a copy to:** Kutak Rock, LLP  
107 W. College Ave  
Tallahassee, Florida 32301  
Attn: District Counsel

**To Developer:** Forestar (USA) Real Estate Group Inc.  
10700 Pecan Park Blvd, Suite 150  
Austin, Texas 78750

**To Townhomes Association:** Harmony West Townhomes Homeowners Association, Inc.  
811 Mabbette Street  
Kissimmee, Florida 34741

**To Association:** Harmony West Homeowners Association, Inc.  
811 Mabbette Street  
Kissimmee, Florida 34741

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 District and counsel for Grantor may deliver Notice on behalf of District and Grantor.

**8. THIRD PARTIES.** This Utility Easement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Utility Easement. Nothing in this Utility Easement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Utility Easement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Utility Easement against any interfering third party. Nothing contained in this Utility Easement shall limit or impair the District's right to protect its rights from interference by a third party.

**9. CONTROLLING LAW.** This Utility Easement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue shall be in Osceola County, Florida.

**10. PUBLIC RECORDS.** Grantor understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Utility Easement are public records and are to be treated as such in accordance with Florida law.

**11. BINDING EFFECT.** This Utility Easement and all of the provisions of this Utility Easement 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 Area.

**12. 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 Utility Easement, 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.

**13. SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared to be severable.

**14. 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.

**15. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each party on the date written herein.

**[Signatures on Next Page]**

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

**FORESTAR (USA) REAL ESTATE GROUP INC.,** a  
Delaware corporation

|                     |                                 |
|---------------------|---------------------------------|
| _____               | By: _____                       |
| Witness Name: _____ | Name: James D. Allen            |
| Address: _____      | Title: Executive Vice President |
| _____               |                                 |

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of ( ☐ ) physical presence or ( ☐ ) online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by James D. Allen, as Executive Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, for and on behalf of said entity. He/She [ ☐ ] is personally known to me or [ ☐ ] produced \_\_\_\_\_ as identification.

NOTARY STAMP:

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

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

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

**HARMONY WEST TOWNHOMES HOMEOWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of ( ) physical presence or ( ) online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Harmony West Townhomes Homeowners Association, Inc., a Florida not-for-profit corporation, for and on behalf of said entity. He/She [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

NOTARY STAMP:

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

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

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

**HARMONY WEST HOMEOWNER’S ASSOCIATION,  
INC.**, a Florida not-for-profit corporation

|                     |              |
|---------------------|--------------|
| _____               | By: _____    |
| Witness Name: _____ | Name: _____  |
| Address: _____      | Title: _____ |
| _____               |              |

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of (\_\_\_) physical presence or (\_\_\_) online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of Harmony West Homeowner’s Association, Inc., a Florida not-for-profit corporation, for and on behalf of said entity. He/She [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

NOTARY STAMP:

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

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

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

**HARMONY WEST COMMUNITY DEVELOPMENT  
DISTRICT**

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

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman, Board of Supervisors

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

Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of (\_\_\_) physical presence or (\_\_\_) online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as Chairman of the Board of Supervisors of the Harmony West Community Development District, special-purpose unit of local government, for and on behalf of said entity. He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

NOTARY STAMP:

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

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

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

**7BII**

**NON-EXCLUSIVE PERPETUAL UTILITY EASEMENT  
(Irrigation)**

**THIS NON-EXCLUSIVE PERPETUAL UTILITY EASEMENT** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between:

**DHIR - ORLANDO EAST I LLC**, a Delaware limited liability company, whose address is 1341 Horton Circle, Arlington, Texas 76011 ("**Developer**"); and

**Harmony West Community Development District**, a local unit of special-purpose government established pursuant to Chapter 189, *Florida Statutes*, and whose address is c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**").

**Recitals**

**WHEREAS**, the District was established 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**, the Developer desires to formally grant to, and/or clarify the terms of, the utility easements over the properties more particularly described herein for the purposes of the District operating and maintaining the irrigation system; and

**WHEREAS**, Developer grants to the District a perpetual easement over the Easement Areas as defined herein, and Developer is agreeable to granting such an easement on the terms and conditions set forth herein.

**NOW, THEREFORE**, for good and valuable consideration and the mutual covenants of all 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.

**2. GRANT OF NON-EXCLUSIVE EASEMENT.** Developer grants to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below ("**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, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of the irrigation system, located within Tract OS-1, OS-2, OS-6, J, and all utility easement areas including those labeled "Drainage and Utility Easements" "Utility Easements" as identified on the plat entitled, ***Villages at Harmony Phase 2B, as recorded at Plat Book 33, Pages 76-79, of the Official Records of Osceola County, Florida.***

**3. INCONSISTENT USE.** Developer agrees and covenants that it shall not grant or exercise any rights in the property inconsistent with, or which interfere with, the rights herein accorded to District. Developer shall be free to make any use of the property which is consistent with District's intended use.

**4. DEFAULT.** A default by any party under this Utility Easement 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.

**5. MODIFICATION; WAIVER.** No modification or amendment of this Utility Easement may be made except by written agreement between the parties. No failure by any person or entity now or hereafter bound by this Utility Easement to insist upon the strict performance of any covenant, duty, agreement or condition of this Utility Easement, or to exercise any right or remedy upon a breach of this Utility Easement, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. Any person or entity now or hereafter bound by any provision of this Utility Easement may, but shall be under no obligation to, waive any of its rights or any conditions to its obligations hereunder, or any duty, obligation or covenant of any other party hereto; provided, however, that such waiver must be affected by a written instrument signed by the waiving party.

**6. ATTORNEYS' FEES.** In the event that either party seeks to enforce this Utility Easement 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.

**7. 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 Utility Easement shall be effective and valid only if in writing, signed by the party giving notice 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 (or to such other place as any party may by notice to the others specify):

**To District:**

Harmony West Community Development District  
c/o Wrathell, Hunt and Associates LLC

2300 Glades Road, Suite 410W  
Boca Raton, Florida 33431  
Attn: Daniel Rom

**With a copy to:** Kutak Rock, LLP  
107 W. College Ave  
Tallahassee, Florida 32301  
Attn: District Counsel

**To Developer:** DHIR – Orlando East I, LLC  
1341 Horton Circle  
Arlington, Texas 76011

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 District and counsel for Developer may deliver Notice on behalf of District and Developer.

**8. THIRD PARTIES.** This Utility Easement is solely for the benefit of the formal parties hereto, and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Utility Easement. Nothing in this Utility Easement, expressed or implied, is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy, or claim under or by reason of this Utility Easement or any of the provisions or conditions hereof. The District shall be solely responsible for enforcing its rights under this Utility Easement against any interfering third party. Nothing contained in this Utility Easement shall limit or impair the District's right to protect its rights from interference by a third party.

**9. CONTROLLING LAW.** This Utility Easement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida. Venue shall be in Osceola County, Florida.

**10. PUBLIC RECORDS.** Developer understands and agrees that all documents of any kind provided to the District or to District staff in connection with this Utility Easement are public records and are to be treated as such in accordance with Florida law.

**11. BINDING EFFECT.** This Utility Easement and all of the provisions of this Utility Easement 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 Area.

**12. 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 Utility Easement, 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.

**13. SEVERABILITY.** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained therein are not materially prejudiced and if the intentions of the parties can continue to be affected. To that end, this Agreement is declared to be severable.

**14. 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.

**15. ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and has been entered into voluntarily and with independent advice and legal counsel, and has been executed by the authorized representative of each party on the date written herein.

**[Signatures on Next Page]**

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

**DHIR – ORLANDO EAST I, LLC** a Delaware  
limited liability company

|                     |              |
|---------------------|--------------|
| _____               | By: _____    |
| Witness Name: _____ | Name: _____  |
| Address: _____      | Title: _____ |
| _____               |              |

\_\_\_\_\_  
Witness Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of (\_\_\_) physical presence or (\_\_\_) online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as \_\_\_\_\_ of DHIR – Orlando East I, LLC, a Delaware limited liability company, for and on behalf of said entity. He/She [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

NOTARY STAMP:

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

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

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

**HARMONY WEST COMMUNITY DEVELOPMENT  
DISTRICT**

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

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Chairman, Board of Supervisors

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

Address: \_\_\_\_\_  
\_\_\_\_\_

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

The foregoing instrument was acknowledged before me by means of (\_\_\_) physical presence or (\_\_\_) online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by \_\_\_\_\_, as Chairman of the Board of Supervisors of the Harmony West Community Development District, special-purpose unit of local government, for and on behalf of said entity. He [ ] is personally known to me or [ ] produced \_\_\_\_\_ as identification.

NOTARY STAMP:

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

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

# **HARMONY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**8A**

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# Application for Individual and Conceptual Approval Environmental Resource Permit, State 404 Program Permit, and Authorization to Use State-Owned Submerged Lands

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Florida Department of Environmental Protection/  
Water Management Districts  
Effective December 22, 2020



## Instructions for Use of This Form:

This form is designed to assist you in submitting a complete application. All applications must include Section A- General Information for All Activities. Sections B through H list typical information that is needed based on the proposed activities and are only required as applicable. Part 1-C of Section A will guide you to the correct sections needed based on your proposed activities. Applicants are advised to consult Chapter 62-330, F.A.C., and the Environmental Resource Permit Applicant's Handbook Volumes I and II for information regarding the ERP permitting process and requirements while preparing their application. Internet addresses for Chapter 62-330, F.A.C., and the Applicant's Handbook, Agency contact information, and additional instructions for this form can be found in Attachment 1.

## What Sections of the Application Must I Fill Out?

| Type of Activity                                                                    | Section A | Section B | Section C    | Section D | Section E    | Section F    | Section G | Section H | Section I               |
|-------------------------------------------------------------------------------------|-----------|-----------|--------------|-----------|--------------|--------------|-----------|-----------|-------------------------|
| Fill in wetlands or waters for a single family residence?                           | Y         | Y         | N            | N         | N            | N            | N         | N         | Y, if in assumed waters |
| Docks, shoreline stabilization, seawalls associated with a single family residence? | Y         | Y         | N            | N         | N            | Y, as needed | N         | N         | Y, if in assumed waters |
| Wetland impacts (other than association with an individual residence)?              | Y         | N         | Y            | N         | N            | N            | N         | N         | Y, if in assumed waters |
| Boating facilities, a marina, jetty, reef, or dredging?                             | Y         | N         | Y            | Y         | N            | Y, as needed | N         | N         | Y, if in assumed waters |
| Any work on state owned submerged land?                                             | Y         | N         | Y            | N         | N            | Y            | N         | N         | Y, if in assumed waters |
| Construction of a stormwater management system?                                     | Y         | N         | Y, as needed | N         | Y            | N            | N         | N         | N                       |
| Constructing a mitigation bank?                                                     | Y         | N         | Y            | N         | Y, as needed | N            | Y         | N         | Y, if in assumed waters |
| Creating a mine?                                                                    | Y         | N         | Y, as needed | N         | N            | N            | N         | Y         | Y, if in assumed waters |

**If you have any questions, or would like assistance completing this form, please contact the staff of the nearest office of either the Florida Department of Environmental Protection (DEP) or a Water Management District (WMD) (see Attachment 2).**

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## Section A: General Information for All Activities

---

### Part 1: Name, Application Type, Location, and Description of Activity

A. Name of project, including phase if applicable: The Villages at Harmony Phase 2 Boulevard and Phases 2A-2B

B. This is for (check all that apply):

- ☐ Construction and operation of **new** works, activities, and/ or a stormwater management system
- ☐ **Conceptual Approval** of proposed works, activities and/ or a stormwater management system
- ☒ Modification or alteration of **existing** works, activities, and/or a stormwater management system. Provide the existing DEP or WMD permit #, if known: **49-105415-P**

Note: Minor modifications do not require completion of this form, and may instead be requested by letter in accordance with section 6.2 of Applicant's Handbook Volume I.

- ☐ **Maintenance or repair** of works, activities, and/ or a stormwater management system previously permitted by the DEP or WMD. Provide existing permit #, if known:
- ☐ Abandonment or removal of works, activities, and/ or a stormwater management system. Provide existing DEP or WMD permit #, if known:

- ☐ Operation of an **existing unpermitted** work, activity, and/or stormwater management system.

- ☐ Construction of additional phases of a permitted work, activity, or system.

Provide the existing DEP or WMD permit #, if known:

- ☐ A State 404 Program authorization:

☐ Exemption    ☐ General Permit    ☐ Individual Permit

If requesting an Exemption or General Permit provide Rule #, if known:

☐

**By checking this box**, I hereby voluntarily waive, in accordance with Rule

62-330.090(8), F.A.C., the agency action deadlines in section 5.5.3 of Volume I in the event my project also requires a State 404 Program authorization (other than an exemption) under Chapter 62-331, F.A.C., and request that the agency actions for the ERP and State 404 Program authorizations be issued at the same time. (This is strongly recommended to ensure consistency, and to reduce the potential need for project modifications to resolve inconsistencies that may occur when the agency actions are issued at different times.) If this box is checked and the Agency(ies) determines that no State 404 Program authorization is required, the Agency will continue to abide by section 5.5.3 of Volume I.

C. **List the type of activities proposed. Check all that apply, and provide the supplemental information requested in each of the referenced application sections.** Please also reference Applicant's Handbook Volumes I and II for the type of information that may be needed.

- ☐ Activities associated with one single-family residence, duplex, triplex, or quadruplex that do not qualify for an exemption or a General Permit: **Provide the information requested in Section B. Do not complete Section C.**
- ☐ Activities within wetlands or surface waters, or within 25 feet of a wetland or surface water, (not including the activities associated with an individual single-family residence). Examples include dredging, filling, outfall structures, docks, piers, over-water structures, shoreline stabilization, mitigation, reclamation, and restoration/enhancement. **Provide the information requested in Section C.**
- ☐ Activities within navigable or flowing surface waters such as a multi-slip dock or marina, dry storage facility, dredging, bridge, breakwaters, reefs, or other offshore structures: **In addition to Section C, also provide the information requested in Section D.**
- ☐ Activities that are (or may be) located within, on, or over state-owned submerged lands (See Chapter 18-21, F.A.C. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=18-21>): **In addition to Section B or C, also provide the information requested in Section F.**
- ☐ Construction or alteration of a stormwater management system serving residential, commercial, transportation, industrial, agricultural, or other land uses, or a solid waste facility (excluding mines that are regulated by DEP). **Provide the information requested in Section E.**
- ☐ Creation or modification of a Mitigation Bank (refer to Chapter 62-342, F.A.C. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-342>): **Provide the information requested in Section G.**
- ☐ Mines (as defined in Section 2.0 of Applicant's Handbook Volume I) that are regulated by the DEP: **Provide the information requested in Section H.**
- ☒ Other, describe: Revisions to include Operation and Maintenance entities.

Please contact the Agency to determine which additional sections of the application are needed. See Attachment 2 for Agency contacts.

D. Describe in general terms the proposed project, system, works, or other activities. For permit modifications, please briefly describe the changes requested to the permit:

Per SFWMD request, we provide information related to the Operation and Maintenance. Osceola County will own, operate and maintain the roadways and associated storm sewer facilities within the publicly dedicated rights-of-way. The CDD (Harmony West Community Development District), will own, operate and maintain the stormwater management Tracts SW-1, SW-2, SW-3 and SW-4, and those drainage pipes and facilities located with the drainage easements throughout the project.

E. Project/Activity Street/Road Address or other location (if applicable):

City:  County(ies):  Zip:

Note: For utility, road, or ditch/canal activities, provide a starting and ending point using street names and nearest house numbers or provide length of project in miles along named streets or highways.

F. Project location map and Section, Township, and Range information (use additional sheets if needed):

**Please attach a location map showing the location and boundaries of the proposed activity in relation to major intersections or other landmarks. The map should also contain a north arrow and a graphic scale; show Section(s), Township(s), and Range(s); and must be of sufficient detail to allow a person unfamiliar with the site to find it.**

Township:     
Section(s):  Township:  Range:

1. Section(s):  Township:  Range:

G. Latitude (DMS)  Longitude (DMS)  (Taken from central

H. Tax Parcel Identification Number(s):

[Number may be obtained from property tax bill or from the county property appraiser's office; if on multiple parcels, provide multiple Tax Parcel Identification Numbers]

I. Directions to Site (from major roads; include distances and landmarks as applicable):

J. Project area or phase area:  acres

K. Name of waterbody(ies) (if known) in which activities will occur or into which the system will discharge:

Buck Lake.

The following questions (M-O) are not applicable to activities related to an individual single-family residence, including a dock, pier, and/or seawall associated with that residence.

L. Is it part of a larger plan of development or sale? ☒ yes ☐ no

M. Impervious or semi-impervious area excluding wetlands and other surface waters (if applicable):

acres or  square feet

N. Volume of water the system is capable of impounding (if applicable):

|                      |                      |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> |

## Part 2: Supplemental Information, and Permit History

A. Is this an application to modify an existing Environmental Resource Permit or to construct or implement part of a multi-phase project, such as a project with a Conceptual Approval permit? ☒ Yes ☐ No (If you answered "yes", please provide permit numbers below):

| Agency | Date      | Permit/Application No.  | Project Name                                              |
|--------|-----------|-------------------------|-----------------------------------------------------------|
| SFWMD  | 9/22/2021 | 49-105415-P/210301-5480 | The Villages at Harmony Phases 2A, 2B & Botanic Boulevard |
|        |           |                         |                                                           |
|        |           |                         |                                                           |
|        |           |                         |                                                           |
|        |           |                         |                                                           |

B. Indicate if there have been any **pre-application meeting(s)** with the DEP, WMD, or delegated local government, or other discussions, meetings, or coordination with other stakeholders or agencies about the proposed project, system or activity. If so, please provide the date(s), location(s) of the meeting, and the name(s) of Agency staff that attended the meeting(s):

| Agency | Date | Location | Meeting Attendees |
|--------|------|----------|-------------------|
|        |      |          |                   |
|        |      |          |                   |
|        |      |          |                   |
|        |      |          |                   |

- C. **Attach a depiction (plan and section views), which clearly shows the works or other activities proposed to be constructed.** Use multiple sheets, if necessary, a scale sufficient to show the location and type of works, and include a north arrow and a key to any symbols used. **Specific information to be included in the plans is based on the activities proposed and is further described in Sections B-H.** However, supplemental information may be required based on the specific circumstances or location of the proposed works or other activities.

- D. Processing Fee: **Please submit the application processing fee along with this application form and supplemental information.** Processing fees vary based on the size of the activity, the type of permit applied for, and the reviewing Agency. Please reference Appendix D of Applicant's Handbook Volume I to determine the appropriate fee.

### Part 3: Applicant and Associated Parties Information

Instructions: Please complete the following sections. For corporations, list a person who is a registered agent or officer of the corporation who has the legal authority to bind the corporation.

**A. Applicant (Entity Must Have Sufficient Real Property Interest)**

☐ This is a Contact Person for Additional Information

Last Name:  First Name:  Middle Initial:   
Title:  Company:   
Address:   
City:  State:  Zip:   
Home Telephone:  Work Telephone:   
Cell Phone:  E-mail Address:

**Correspondence will be sent via email,** unless you check here to receive it via US Mail: ☐

**B. Land Owner(S) (If Different or in Addition to Applicant)**

☐ Check here if land owner is also a co-applicant

Last Name:  First Name:  Middle Initial:   
Title:  Company:   
Address:   
City:  State:  Zip:   
Home Telephone:  Work Telephone:   
Cell Phone:  E-mail Address:

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

**C. Operation and Maintenance Entity(see Applicant's Handbook I, Section 12.3)**

Last Name:  Stangle, II First Name: Raymond Middle Initial:   
Title:  Administrator Company:  Osceola County  
Address:  1 Courthouse Square, Suite 1400  
City:  Kissimmee State:  Zip:  34741  
Home Telephone:  Work Telephone:  407-742-0200  
Cell Phone:  E-mail Address:  Raymond.Stangle@osceola.org

CDD: Daniel Rom, District Manager - Harmony West Community Development District  
2300 Glades Rd, Suite 410W Boca Raton, FL 33431 romd@whhassociates.com (561)571-0010

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

**D. Co-Applicant (If Different or In Addition to Applicant and Owner)**

Last Name:  Stangle, II First Name: Raymond Middle Initial:   
Title:  Administrator Company:  Osceola County  
Address:  1 Courthouse Square, Suite 1400  
City:  Kissimmee State:  FL Zip:  34741  
Home Telephone:  Work Telephone:  407-742-0200  
Cell Phone:  E-mail Address:  Raymond.Stangle@osceola.org

CDD: Daniel Rom, District Manager - Harmony West Community Development District  
2300 Glades Rd, Suite 410W Boca Raton, FL 33431 romd@whhassociates.com (561)571-0010

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

**E. Registered Professional Consultant**

☒ This is a contact person for additional information

Last Name:  Stehli First Name: Marc Middle Initial:  D  
Title:  Project Engineer Company:  Poulos & Bennett, LLC  
Address:  2602 E. Livingston Street  
City:  Orlando State:  FL Zip:  32803  
Home Telephone:  Work Telephone:  407-487-2594  
Cell Phone:  E-mail Address:  mstehli@poulosandbennett.com

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

**Environmental Consultant**

☐ This is a contact person for additional information

|                 |                      |                 |                      |                 |                      |
|-----------------|----------------------|-----------------|----------------------|-----------------|----------------------|
| Last Name:      | <input type="text"/> | First Name:     | <input type="text"/> | Middle Initial: | <input type="text"/> |
| Title:          | <input type="text"/> | Company:        | <input type="text"/> |                 |                      |
| Address:        | <input type="text"/> |                 |                      |                 |                      |
| City:           | <input type="text"/> | State:          | <input type="text"/> | Zip:            | <input type="text"/> |
| Home Telephone: | <input type="text"/> | Work Telephone: | <input type="text"/> |                 |                      |
| Cell Phone:     | <input type="text"/> | E-mail Address: | <input type="text"/> |                 |                      |

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

**F. Agent Authorized to Secure Permit (If Different from Consultant)**

|                 |                      |                 |                      |                 |                      |
|-----------------|----------------------|-----------------|----------------------|-----------------|----------------------|
| Last Name:      | <input type="text"/> | First Name:     | <input type="text"/> | Middle Initial: | <input type="text"/> |
| Title:          | <input type="text"/> | Company:        | <input type="text"/> |                 |                      |
| Address:        | <input type="text"/> |                 |                      |                 |                      |
| City:           | <input type="text"/> | State:          | <input type="text"/> | Zip:            | <input type="text"/> |
| Home Telephone: | <input type="text"/> | Work Telephone: | <input type="text"/> |                 |                      |
| Cell Phone:     | <input type="text"/> | E-mail Address: | <input type="text"/> |                 |                      |

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

If necessary, please add additional pages for other contacts and property owners related to this project.

**G. Real Property Interest**

- a. Permits are only issued to entities having sufficient real property interest as described in Section 4.2.3(d) of Applicant's Handbook Volume I. **Please attach evidence of the applicant's real property interest over the land upon which the activities subject to the application will be conducted, including mitigation areas (if applicable).** Refer to Sections 4.2.3(d)-(e) for sufficient real property interest documentation.

- b. For activities that require a recorded notice in accordance with rule 62-330.090(7), F.A.C., please provide either the complete legal description of the property or a copy of the pages of the document recorded in the public records that contains the complete legal description. If the land upon which the proposed activities are to occur is not owned by the applicant, the applicant must also provide copies of any right-of-way, leases, easements, or other legal agreement which authorizes the applicant to perform the activities on those lands.

## Part 4: Signatures and Authorization to Access Property

Instructions: For multiple applicants please provide a separate Part 4 for each applicant. For corporations, the application must be signed by a person authorized to bind the corporation. A person who has sufficient real property interest (see Section 4.2.3(d) of Applicant's Handbook Volume I) is required in (B) to authorize access to the property, except when the applicant has the power of eminent domain.

**A.** By signing this application form, I am applying for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto does not relieve me of any obligation for obtaining any other required federal, state, water management district, or local permit prior to commencement of construction. I agree to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a different responsible operation and maintenance entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Typed/Printed Name of Applicant or  
Applicant's Authorized Agent

Signature of Applicant or Applicant's  
Authorized Agent

Date

(Corporate Title if applicable)

### **B. Certification of Sufficient Real Property Interest And Authorization For Staff To Access The Property:**

**I certify that:**

☐ **I possess sufficient real property interest in or control, as defined in Section 4.2.3 (d) of Applicant's Handbook Volume I**, over the land upon which the activities described in this application are proposed and I have legal authority to grant permission to access those lands. I hereby grant permission, evidenced by my signature below, for staff of the Agency to access, inspect, and sample the lands and waters of the property as necessary for the review of the proposed works and other activities specified in this application, upon advance notice. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review, inspection, and/ or sampling. Further, if a permit is granted, upon advance notice, I agree to provide entry to the project site for such agents or personnel with proper identification to determine compliance with permit conditions and permitted plans and specifications.

**OR**

☐ I represent an entity having **the power of eminent domain and condemnation authority**, and I/we shall make appropriate arrangements to enable staff of the Agency to legally access, inspect, and sample the property as described above.

Typed/Printed Name

Signature

Date

(Corporate Title if applicable)

**C. Designation of Authorized Agent (If Applicable):**

I hereby designate and authorize \_\_\_\_\_ to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirements which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S., and 18 U.S.C. Section 1001.

Typed/Printed Name of Applicant

\_\_\_\_\_  
Signature of Applicant

Date

(Corporate Title if applicable)

**PART 4: SIGNATURES AND AUTHORIZATION TO ACCESS PROPERTY**

A. By signing this application form, I am applying for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto, does not relieve of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a different responsible operation and maintenance entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Daniel Rom

Typed/Printed Name of Applicant or  
Applicant's Authorized AgentSignature of Applicant or Applicant's  
Authorized Agent

Date

Harmony West Community Development District - District Manager

(Corporate Title if applicable)

**B. CERTIFICATION OF SUFFICIENT REAL PROPERTY INTEREST AND AUTHORIZATION FOR STAFF TO ACCESS THE PROPERTY:****I certify that:**

☐ ***I possess sufficient real property interest in or control, as defined in Section 4.2.3 (d) of Applicant's Handbook Volume I***, over the land upon which the activities described in this application are proposed and I have legal authority to grant permission to access those lands. I hereby grant permission, evidenced by my signature below, for staff of the Agency and the U.S. Army Corps of Engineers to access, inspect, and sample the lands and waters of the property as necessary for the review of the proposed works and other activities specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review, inspection, and/ or sampling. Further, I agree to provide entry to the project site for such agents or personnel to monitor and inspect permitted work if a permit is granted.

**OR**

☐ I represent an entity having ***the power of eminent domain and condemnation authority***, and I/we shall make appropriate arrangements to enable staff of the Agency and the U.S. Army Corps of Engineers to access, inspect, and sample the property as described above.

Daniel Rom

Typed/Printed Name

Signature

Date

Harmony West Community Development District - District Manager

(Corporate Title if applicable)

**C. DESIGNATION OF AUTHORIZED AGENT (IF APPLICABLE):**

I hereby designate and authorize Marc Stehli, PE / Poulos & Bennett, LLC to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirements which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Daniel Rom

Typed/Printed Name of Applicant

Signature of Applicant

Date

Harmony West Community Development District - District Manager

(Corporate Title if applicable)

# **HARMONY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **8B**

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# Application for Individual and Conceptual Approval Environmental Resource Permit, State 404 Program Permit, and Authorization to Use State-Owned Submerged Lands

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Florida Department of Environmental Protection/  
Water Management Districts  
Effective December 22, 2020



## Instructions for Use of This Form:

This form is designed to assist you in submitting a complete application. All applications must include Section A- General Information for All Activities. Sections B through H list typical information that is needed based on the proposed activities and are only required as applicable. Part 1-C of Section A will guide you to the correct sections needed based on your proposed activities. Applicants are advised to consult Chapter 62-330, F.A.C., and the Environmental Resource Permit Applicant's Handbook Volumes I and II for information regarding the ERP permitting process and requirements while preparing their application. Internet addresses for Chapter 62-330, F.A.C., and the Applicant's Handbook, Agency contact information, and additional instructions for this form can be found in Attachment 1.

## What Sections of the Application Must I Fill Out?

| Type of Activity                                                                    | Section A | Section B | Section C    | Section D | Section E    | Section F    | Section G | Section H | Section I               |
|-------------------------------------------------------------------------------------|-----------|-----------|--------------|-----------|--------------|--------------|-----------|-----------|-------------------------|
| Fill in wetlands or waters for a single family residence?                           | Y         | Y         | N            | N         | N            | N            | N         | N         | Y, if in assumed waters |
| Docks, shoreline stabilization, seawalls associated with a single family residence? | Y         | Y         | N            | N         | N            | Y, as needed | N         | N         | Y, if in assumed waters |
| Wetland impacts (other than association with an individual residence)?              | Y         | N         | Y            | N         | N            | N            | N         | N         | Y, if in assumed waters |
| Boating facilities, a marina, jetty, reef, or dredging?                             | Y         | N         | Y            | Y         | N            | Y, as needed | N         | N         | Y, if in assumed waters |
| Any work on state owned submerged land?                                             | Y         | N         | Y            | N         | N            | Y            | N         | N         | Y, if in assumed waters |
| Construction of a stormwater management system?                                     | Y         | N         | Y, as needed | N         | Y            | N            | N         | N         | N                       |
| Constructing a mitigation bank?                                                     | Y         | N         | Y            | N         | Y, as needed | N            | Y         | N         | Y, if in assumed waters |
| Creating a mine?                                                                    | Y         | N         | Y, as needed | N         | N            | N            | N         | Y         | Y, if in assumed waters |

**If you have any questions, or would like assistance completing this form, please contact the staff of the nearest office of either the Florida Department of Environmental Protection (DEP) or a Water Management District (WMD) (see Attachment 2).**

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## Section A: General Information for All Activities

---

### Part 1: Name, Application Type, Location, and Description of Activity

A. Name of project, including phase if applicable: The Villages at Harmony Phases 2C & 2D

B. This is for (check all that apply):

- ☐ Construction and operation of **new** works, activities, and/ or a stormwater management system
- ☐ **Conceptual Approval** of proposed works, activities and/ or a stormwater management system
- ☒ Modification or alteration of **existing** works, activities, and/or a stormwater management system. Provide the existing DEP or WMD permit #, if known: **49-105415-P**

Note: Minor modifications do not require completion of this form, and may instead be requested by letter in accordance with section 6.2 of Applicant's Handbook Volume I.

- ☐ **Maintenance or repair** of works, activities, and/ or a stormwater management system previously permitted by the DEP or WMD. Provide existing permit #, if known:
- ☐ Abandonment or removal of works, activities, and/ or a stormwater management system. Provide existing DEP or WMD permit #, if known:

- ☐ Operation of an **existing unpermitted** work, activity, and/or stormwater management system.

- ☐ Construction of additional phases of a permitted work, activity, or system.

Provide the existing DEP or WMD permit #, if known:

- ☐ A State 404 Program authorization:

☐ Exemption    ☐ General Permit    ☐ Individual Permit

If requesting an Exemption or General Permit provide Rule #, if known:

☐

**By checking this box**, I hereby voluntarily waive, in accordance with Rule

62-330.090(8), F.A.C., the agency action deadlines in section 5.5.3 of Volume I in the event my project also requires a State 404 Program authorization (other than an exemption) under Chapter 62-331, F.A.C., and request that the agency actions for the ERP and State 404 Program authorizations be issued at the same time. (This is strongly recommended to ensure consistency, and to reduce the potential need for project modifications to resolve inconsistencies that may occur when the agency actions are issued at different times.) If this box is checked and the Agency(ies) determines that no State 404 Program authorization is required, the Agency will continue to abide by section 5.5.3 of Volume I.

C. **List the type of activities proposed. Check all that apply, and provide the supplemental information requested in each of the referenced application sections.** Please also reference Applicant's Handbook Volumes I and II for the type of information that may be needed.

- ☐ Activities associated with one single-family residence, duplex, triplex, or quadruplex that do not qualify for an exemption or a General Permit: **Provide the information requested in Section B. Do not complete Section C.**
- ☐ Activities within wetlands or surface waters, or within 25 feet of a wetland or surface water, (not including the activities associated with an individual single-family residence). Examples include dredging, filling, outfall structures, docks, piers, over-water structures, shoreline stabilization, mitigation, reclamation, and restoration/enhancement. **Provide the information requested in Section C.**
- ☐ Activities within navigable or flowing surface waters such as a multi-slip dock or marina, dry storage facility, dredging, bridge, breakwaters, reefs, or other offshore structures: **In addition to Section C, also provide the information requested in Section D.**
- ☐ Activities that are (or may be) located within, on, or over state-owned submerged lands (See Chapter 18-21, F.A.C. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=18-21>): **In addition to Section B or C, also provide the information requested in Section F.**
- ☐ Construction or alteration of a stormwater management system serving residential, commercial, transportation, industrial, agricultural, or other land uses, or a solid waste facility (excluding mines that are regulated by DEP). **Provide the information requested in Section E.**
- ☐ Creation or modification of a Mitigation Bank (refer to Chapter 62-342, F.A.C. <https://www.flrules.org/gateway/ChapterHome.asp?Chapter=62-342>): **Provide the information requested in Section G.**
- ☐ Mines (as defined in Section 2.0 of Applicant's Handbook Volume I) that are regulated by the DEP: **Provide the information requested in Section H.**
- ☒ Other, describe: Revisions to include Operation and Maintenance entities.

Please contact the Agency to determine which additional sections of the application are needed. See Attachment 2 for Agency contacts.

D. Describe in general terms the proposed project, system, works, or other activities. For permit modifications, please briefly describe the changes requested to the permit:

Per SFWMD request, we provide information related to the Operation and Maintenance. Osceola County will own, operate and maintain the roadways and associated storm sewer facilities within the publicly dedicated rights-of-way. The CDD (Harmony West Community Development District), will own, operate and maintain the stormwater management Tracts SW-5, SW-6, SW-7 and SW-8 and those drainage pipes and facilities located within the drainage easements throughout the project.

E. Project/Activity Street/Road Address or other location (if applicable):

City:  County(ies):  Zip:

Note: For utility, road, or ditch/canal activities, provide a starting and ending point using street names and nearest house numbers or provide length of project in miles along named streets or highways.

F. Project location map and Section, Township, and Range information (use additional sheets if needed):

**Please attach a location map showing the location and boundaries of the proposed activity in relation to major intersections or other landmarks. The map should also contain a north arrow and a graphic scale; show Section(s), Township(s), and Range(s); and must be of sufficient detail to allow a person unfamiliar with the site to find it.**

Section(s):  Township:  Range:  Land Grant name, if applicable:   
Section(s):  Township:  Range:

1. Section(s):  Township:  Range:

G. Latitude (DMS)  Longitude (DMS)  (Taken from central location of the activity). Explain source for obtaining latitude and longitude (i.e. U.S.G.S. Quadrangle Map, GPS, online resource):

H. Tax Parcel Identification Number(s):

[Number may be obtained from property tax bill or from the county property appraiser's office; if on multiple parcels, provide multiple Tax Parcel Identification Numbers]

I. Directions to Site (from major roads; include distances and landmarks as applicable):

From US 192: take Botanic Blvd to phase 2C/2D boundary.

J. Project area or phase area:  acres

K. Name of waterbody(ies) (if known) in which activities will occur or into which the system will discharge:

Discharge via interconnected wetlands to Buck Lake.

The following questions (M-O) are not applicable to activities related to an individual single-family residence, including a dock, pier, and/or seawall associated with that residence.

L. Is it part of a larger plan of development or sale? ☒ yes ☐ no

M. Impervious or semi-impervious area excluding wetlands and other surface waters (if applicable):

acres or  square feet

N. Volume of water the system is capable of impounding (if applicable):

Normal Pool:  acre-feet. Depth  ft.

Maximum Pool:  acre-feet. Depth  ft.

## Part 2: Supplemental Information, and Permit History

A. Is this an application to modify an existing Environmental Resource Permit or to construct or implement part of a multi-phase project, such as a project with a Conceptual Approval permit? ☒ Yes ☐ No (If you answered "yes", please provide permit numbers below):

| Agency | Date      | Permit/Application No.  | Project Name                                              |
|--------|-----------|-------------------------|-----------------------------------------------------------|
| SFWMD  | 9/22/2021 | 49-105415-P/210301-5480 | The Villages at Harmony Phases 2A, 2B & Botanic Boulevard |
|        |           |                         |                                                           |
|        |           |                         |                                                           |
|        |           |                         |                                                           |
|        |           |                         |                                                           |

B. Indicate if there have been any **pre-application meeting(s)** with the DEP, WMD, or delegated local government, or other discussions, meetings, or coordination with other stakeholders or agencies about the proposed project, system or activity. If so, please provide the date(s), location(s) of the meeting, and the name(s) of Agency staff that attended the meeting(s):

| Agency | Date | Location | Meeting Attendees |
|--------|------|----------|-------------------|
|        |      |          |                   |
|        |      |          |                   |
|        |      |          |                   |
|        |      |          |                   |

- C. **Attach a depiction (plan and section views), which clearly shows the works or other activities proposed to be constructed.** Use multiple sheets, if necessary, a scale sufficient to show the location and type of works, and include a north arrow and a key to any symbols used. **Specific information to be included in the plans is based on the activities proposed and is further described in Sections B-H.** However, supplemental information may be required based on the specific circumstances or location of the proposed works or other activities.

- D. Processing Fee: **Please submit the application processing fee along with this application form and supplemental information.** Processing fees vary based on the size of the activity, the type of permit applied for, and the reviewing Agency. Please reference Appendix D of Applicant's Handbook Volume I to determine the appropriate fee.

### Part 3: Applicant and Associated Parties Information

Instructions: Please complete the following sections. For corporations, list a person who is a registered agent or officer of the corporation who has the legal authority to bind the corporation.

**A. Applicant (Entity Must Have Sufficient Real Property Interest)**

☐ This is a Contact Person for Additional Information

Last Name:  First Name:  Middle Initial:   
Title:  Company:   
Address:   
City:  State:  Zip:   
Home Telephone:  Work Telephone:   
Cell Phone:  E-mail Address:

**Correspondence will be sent via email,** unless you check here to receive it via US Mail: ☐

**B. Land Owner(S) (If Different or in Addition to Applicant)**

☐ Check here if land owner is also a co-applicant

Last Name:  First Name:  Middle Initial:   
Title:  Company:   
Address:   
City:  State:  Zip:   
Home Telephone:  Work Telephone:   
Cell Phone:  E-mail Address:

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

**C. Operation and Maintenance Entity(see Applicant's Handbook I, Section 12.3)**

Last Name:  Stangle, II First Name: Raymond Middle Initial:   
Title:  Administrator Company:  Osceola County  
Address:  1 Courthouse Square, Suite 1400  
City:  Kissimmee State:  FL Zip:  34741  
Home Telephone:  Work Telephone:  407-742-0200  
Cell Phone:  E-mail Address:  Raymond.Stangle@osceola.org

CDD: Daniel Rom, District Manager - Harmony West Community Development District  
2300 Glades Rd, Suite 410W Boca Raton, FL 33431 romd@whhassociates.com (561)571-0010

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

**D. Co-Applicant (If Different or In Addition to Applicant and Owner)**

Last Name:  Stangle, II First Name: Raymond Middle Initial:   
Title:  Administrator Company:  Osceola County  
Address:  1 Courthouse Square, Suite 1400  
City:  Kissimmee State:  FL Zip:  34741  
Home Telephone:  Work Telephone:  407-742-0200  
Cell Phone:  E-mail Address:  Raymond.Stangle@osceola.org

CDD: Daniel Rom, District Manager - Harmony West Community Development District  
2300 Glades Rd, Suite 410W Boca Raton, FL 33431 romd@whhassociates.com (561)571-0010

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

**E. Registered Professional Consultant**

☒ This is a contact person for additional information

Last Name:  Stehli First Name: Marc Middle Initial:  D  
Title:  Project Engineer Company:  Poulos & Bennett, LLC  
Address:  2602 E. Livingston Street  
City:  Orlando State:  FL Zip:  32803  
Home Telephone:  Work Telephone:  407-487-2594  
Cell Phone:  E-mail Address:  mstehli@poulosandbennett.com

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

**Environmental Consultant**

☐ This is a contact person for additional information

|                 |                      |                 |                      |                 |                      |
|-----------------|----------------------|-----------------|----------------------|-----------------|----------------------|
| Last Name:      | <input type="text"/> | First Name:     | <input type="text"/> | Middle Initial: | <input type="text"/> |
| Title:          | <input type="text"/> | Company:        | <input type="text"/> |                 |                      |
| Address:        | <input type="text"/> |                 |                      |                 |                      |
| City:           | <input type="text"/> | State:          | <input type="text"/> | Zip:            | <input type="text"/> |
| Home Telephone: | <input type="text"/> | Work Telephone: | <input type="text"/> |                 |                      |
| Cell Phone:     | <input type="text"/> | E-mail Address: | <input type="text"/> |                 |                      |

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

**F. Agent Authorized to Secure Permit (If Different from Consultant)**

|                 |                      |                 |                      |                 |                      |
|-----------------|----------------------|-----------------|----------------------|-----------------|----------------------|
| Last Name:      | <input type="text"/> | First Name:     | <input type="text"/> | Middle Initial: | <input type="text"/> |
| Title:          | <input type="text"/> | Company:        | <input type="text"/> |                 |                      |
| Address:        | <input type="text"/> |                 |                      |                 |                      |
| City:           | <input type="text"/> | State:          | <input type="text"/> | Zip:            | <input type="text"/> |
| Home Telephone: | <input type="text"/> | Work Telephone: | <input type="text"/> |                 |                      |
| Cell Phone:     | <input type="text"/> | E-mail Address: | <input type="text"/> |                 |                      |

Correspondence will be sent via email, unless you check here to receive it via US Mail: ☐

If necessary, please add additional pages for other contacts and property owners related to this project.

**G. Real Property Interest**

- a. Permits are only issued to entities having sufficient real property interest as described in Section 4.2.3(d) of Applicant's Handbook Volume I. **Please attach evidence of the applicant's real property interest over the land upon which the activities subject to the application will be conducted, including mitigation areas (if applicable).** Refer to Sections 4.2.3(d)-(e) for sufficient real property interest documentation.

- b. For activities that require a recorded notice in accordance with rule 62-330.090(7), F.A.C., please provide either the complete legal description of the property or a copy of the pages of the document recorded in the public records that contains the complete legal description. If the land upon which the proposed activities are to occur is not owned by the applicant, the applicant must also provide copies of any right-of-way, leases, easements, or other legal agreement which authorizes the applicant to perform the activities on those lands.

## Part 4: Signatures and Authorization to Access Property

Instructions: For multiple applicants please provide a separate Part 4 for each applicant. For corporations, the application must be signed by a person authorized to bind the corporation. A person who has sufficient real property interest (see Section 4.2.3(d) of Applicant's Handbook Volume I) is required in (B) to authorize access to the property, except when the applicant has the power of eminent domain.

**A.** By signing this application form, I am applying for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto does not relieve me of any obligation for obtaining any other required federal, state, water management district, or local permit prior to commencement of construction. I agree to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a different responsible operation and maintenance entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Typed/Printed Name of Applicant or  
Applicant's Authorized Agent

Signature of Applicant or Applicant's  
Authorized Agent

Date

(Corporate Title if applicable)

### **B. Certification of Sufficient Real Property Interest And Authorization For Staff To Access The Property:**

**I certify that:**

☐ **I possess sufficient real property interest in or control, as defined in Section 4.2.3 (d) of Applicant's Handbook Volume I**, over the land upon which the activities described in this application are proposed and I have legal authority to grant permission to access those lands. I hereby grant permission, evidenced by my signature below, for staff of the Agency to access, inspect, and sample the lands and waters of the property as necessary for the review of the proposed works and other activities specified in this application, upon advance notice. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review, inspection, and/ or sampling. Further, if a permit is granted, upon advance notice, I agree to provide entry to the project site for such agents or personnel with proper identification to determine compliance with permit conditions and permitted plans and specifications.

**OR**

☐ I represent an entity having **the power of eminent domain and condemnation authority**, and I/we shall make appropriate arrangements to enable staff of the Agency to legally access, inspect, and sample the property as described above.

Typed/Printed Name

Signature

Date

(Corporate Title if applicable)

**C. Designation of Authorized Agent (If Applicable):**

I hereby designate and authorize \_\_\_\_\_ to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirements which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S., and 18 U.S.C. Section 1001.

Typed/Printed Name of Applicant

\_\_\_\_\_  
Signature of Applicant

Date

(Corporate Title if applicable)

**PART 4: SIGNATURES AND AUTHORIZATION TO ACCESS PROPERTY**

A. By signing this application form, I am applying for the permit and any proprietary authorizations identified above, according to the supporting data and other incidental information filed with this application. I am familiar with the information contained in this application and represent that such information is true, complete and accurate. I understand this is an application and not a permit, and that work prior to approval is a violation. I understand that this application and any permit issued or proprietary authorization issued pursuant thereto, does not relieve of any obligation for obtaining any other required federal, state, water management district or local permit prior to commencement of construction. I agree to operate and maintain the permitted system unless the permitting agency authorizes transfer of the permit to a different responsible operation and maintenance entity. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Daniel Rom

Typed/Printed Name of Applicant or  
Applicant's Authorized AgentSignature of Applicant or Applicant's  
Authorized Agent

Date

Harmony West Community Development District - District Manager

(Corporate Title if applicable)

**B. CERTIFICATION OF SUFFICIENT REAL PROPERTY INTEREST AND AUTHORIZATION FOR STAFF TO ACCESS THE PROPERTY:****I certify that:**

☐ ***I possess sufficient real property interest in or control, as defined in Section 4.2.3 (d) of Applicant's Handbook Volume I***, over the land upon which the activities described in this application are proposed and I have legal authority to grant permission to access those lands. I hereby grant permission, evidenced by my signature below, for staff of the Agency and the U.S. Army Corps of Engineers to access, inspect, and sample the lands and waters of the property as necessary for the review of the proposed works and other activities specified in this application. I authorize these agents or personnel to enter the property as many times as may be necessary to make such review, inspection, and/ or sampling. Further, I agree to provide entry to the project site for such agents or personnel to monitor and inspect permitted work if a permit is granted.

**OR**

☐ I represent an entity having ***the power of eminent domain and condemnation authority***, and I/we shall make appropriate arrangements to enable staff of the Agency and the U.S. Army Corps of Engineers to access, inspect, and sample the property as described above.

Daniel Rom

Typed/Printed Name

Signature

Date

Harmony West Community Development District - District Manager

(Corporate Title if applicable)

**C. DESIGNATION OF AUTHORIZED AGENT (IF APPLICABLE):**

Marc Stehli, PE / Poulos & Bennett, LLC  
I hereby designate and authorize \_\_\_\_\_ to act on my behalf, or on behalf of my corporation, as the agent in the processing of this application for the permit and/or proprietary authorization indicated above; and to furnish, on request, supplemental information in support of the application. In addition, I authorize the above-listed agent to bind me, or my corporation, to perform any requirements which may be necessary to procure the permit or authorization indicated above. I understand that knowingly making any false statement or representation in this application is a violation of Section 373.430, F.S. and 18 U.S.C. Section 1001.

Daniel Rom

Typed/Printed Name of Applicant

Signature of Applicant

Date

Harmony West Community Development District - District Manager

(Corporate Title if applicable)

# **HARMONY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

9

## RESOLUTION 2024-11

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2023-13 AND DECLARING THE DISTRICT'S INTENT TO ACCEPT RESPONSIBILITY FOR THE PERPETUAL OPERATION, MAINTENANCE, AND FUNDING OF THE STORMWATER MANAGEMENT SYSTEM AND CONSERVATION AREAS WITHIN THE DISTRICT.

**WHEREAS**, the Harmony West Community Development District ("**District**") is a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* and for the purpose of providing, operating and maintaining infrastructure improvements, facilities and services to the lands within the District; and

**WHEREAS**, the District is a perpetual, government entity that operates in the public interest, is governed by the public records laws, open government laws, and code of ethics of the State of Florida; and

**WHEREAS**, the District is authorized to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems, facilities, and basic infrastructures for storm water management and conservation improvements, and any related interest in real or personal property, pursuant to its establishing ordinance and Section 190.012(1)(f), *Florida Statutes*; and

**WHEREAS**, the District's operations and maintenance special assessments are a reliable source of funding which are enforced in the same manner as county taxes, and constitute a lien on the property against which assessed from the date of imposition thereof until paid, coequal with the lien of state, county, municipal, and school board taxes, pursuant to Section 190.021, *Florida Statutes*; and

**WHEREAS**, the South Florida Water Management District has issued one or more permits for the construction and operation of the water management system and conservation areas at Harmony West; and

**WHEREAS**, as part of the District's capital improvement plan, the District intends to finance, construct, acquire, operate and maintain the stormwater improvements and conservation areas within the Harmony West District boundaries (together, "**Improvements**"), and desires to be added to any applicable approvals and/or permits as a "Co-Applicant" such that, upon transfer of the projects from the construction to operation phase, the District can assume operation and maintenance responsibility for the Improvements; and

**WHEREAS**, accordingly, and to help facilitate the above-referenced approval and permitting processes, the District desires now to declare its intention to serve as the operation and maintenance entity for the Improvements, in accordance with the plan ("**Plan**") attached hereto as **Exhibit "A;"** and

**WHEREAS**, the District is authorized to perpetually operate and maintain stormwater improvements and conservation areas within its boundaries, and desires to perpetually operate and maintain Improvements in accordance with the Plan, and to levy annual assessments for the purpose of operating and maintaining the Improvements and to ensure funds will be available if needed for corrective action; and

**WHEREAS**, upon transfer of the Improvements to the operation phase, the District desires to accept responsibility as the perpetual maintenance entity responsible for operating, maintaining and funding the Improvements in accordance with all applicable regulations.

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

1. **RECITALS.** The foregoing statement of background and purpose is hereby adopted as part of this Resolution for all purposes.

2. **PERPETUAL OPERATION, MAINTENANCE AND FUNDING OBLIGATION.** The District acknowledges and agrees that, upon transfer of the Improvements from the construction to operation phase, the District will perpetually operate, maintain and fund the Improvements as described in the Plan. The District agrees to fund such operational and maintenance activities through the annual levy of maintenance special assessments as authorized under Section 190.021(3), *Florida Statutes*.

3. **ANNUAL LEVY OF MAINTENANCE SPECIAL ASSESSMENTS.** Upon transfer of Improvements to the operation phase, the District, as a part of its annual operations and maintenance budget, will levy maintenance special assessments for the perpetual operation and maintenance of the Improvements in amounts necessary to comply with the Plan. These funds may not be used for any purpose other than providing funding for the Improvements in accordance with the Plan.

4. **CONFLICTS.** This Resolution is intended to amend and restate Resolution 2023-13, which otherwise remains in full force and effect.

5. **EFFECTIVE DATE.** This Resolution shall take immediate effect upon its adoption.

**APPROVED** and **ADOPTED** this 19th day of September, 2024.

**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

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Secretary/Assistant Secretary

---

Chair/Vice Chair, Board of Supervisors

## **EXHIBIT A**

### **MAINTENANCE PLAN FOR IMPROVEMENTS**

The Improvements include the District's stormwater improvements, conservation areas, and any related appurtenances (e.g., signage, etc.).

#### **Weekly:**

- Common mowing of the pond banks on a weekly basis (or every other week from March 1 through November 1), and weeding, edging and tree trimming will be done on an as needed basis.

#### **Monthly:**

- Conduct any monitoring and maintenance of any ponds and stormwater improvements to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.

#### **Quarterly:**

- Conduct any monitoring and maintenance of conservation areas to ensure that the District is in compliance with applicable laws, permits, easements, and other requirements.

#### **Yearly:**

- Visual inspection of stormwater facilities and repair as needed.
- Visual inspection of landscaping and other improvements to ensure that no dangerous conditions exist.

# **HARMONY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **9A**

# 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

August 26, 2024

South Florida Water Management District

**Submitted via E-Permitting**

Subject: The Villages at Harmony Phase 2G & 2H  
Osceola County SDP24-0052  
SFWMD Permit No. 49-107702 / App No. 240510-43777  
Operating Entity Responsibilities

To Whom It May Concern:

Please accept this letter as written confirmation that the Harmony West Community Development District will own, operate and maintain in perpetuity the stormwater management tracts SW-13, SW-14, SW-15 and SW-16 and those drainage pipes and facilities located with the drainage easements throughout the Project.

Sincerely,



Daniel Rom, District Manager  
Harmony West Community Development District  
2300 Glades Road, Suite 410W  
Boca Raton, FL 33431

# **HARMONY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **10**

**RESOLUTION 2024-12**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT TO DESIGNATE DATE, TIME AND PLACE OF A PUBLIC HEARING TO CONSIDER A LAKE AND TRESPASS RULE; PROVIDING FOR INTERIM USE AND ENFORCEMENT; AUTHORIZING PUBLICATION; AND PROVIDING 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's Board of Supervisors ("**Board**") is authorized by Section 190.011(5), *Florida Statutes*, to adopt rules and orders pursuant to Chapter 120, *Florida Statutes*; and

**WHEREAS**, the Board desires to consider the adoption of a rule addressing the use of the District's lakes, and authorizing trespass and other enforcement ("**Lake and Trespass Rule**");

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

**1. PUBLIC HEARING; AUTHORIZING INTERIM USE.** A Public Hearing will be held to adopt the Lake and Trespass Rule on \_\_\_\_\_, 2024, at \_\_\_\_\_.m., \_\_\_\_\_.

In order to ensure the health, safety and welfare of District residents and the public, the Lake and Trespass Rule shall be immediately in force and effect on an interim basis, and through the time of the public hearing.

**2. PUBLICATION.** The District Secretary is directed to publish notice of the hearing in accordance with Section 120.54, *Florida Statutes*.

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

**PASSED AND ADOPTED** this 19th day of September, 2024.

ATTEST:

**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

**Exhibit A:** Lake and Trespass Rule

## EXHIBIT A

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### PROPOSED LAKE AND TRESPASS RULE

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#### Introduction

1. The Harmony West Community Development District (the “**District**”) owns certain real property, including but not limited to stormwater retention ponds (“**Ponds**”) comprising a portion of the District’s stormwater management system (“**Stormwater Management System**”), conservation and mitigation areas, and other open spaces (“**District Property**”).
2. The Ponds, as identified in **Attachment A** attached hereto, are components of the Stormwater Management System and are designed to function as retention ponds to facilitate the District’s treatment of stormwater run-off and overflow. As a result, contaminants may be present in the water. The Stormwater Management System is not intended or maintained for recreational purposes.
3. The District’s conservation and mitigation areas, common areas and open spaces are not intended or maintained for recreational use by motorized vehicles.
4. Nothing herein shall prohibit or limit the District’s ability to operate and maintain District Property consistent with the requirements of the applicable permits and approvals, and applicable law.
5. The District is not responsible for injury or damage to persons or property, including accidental death, resulting from the use of District Property.

#### Use of District’s Stormwater Management System

1. Swimming or wading, boating or use of other watercrafts (whether motorized or non-motorized, flotation devices, etc.), or other recreational activities in the Stormwater Management System by any person is prohibited. However, shoreline fishing is permitted on a catch and release basis from sunrise until sunset.
2. Pets are not allowed in the Stormwater Management System.
3. No docks or other structures, whether permanent or temporary, may be constructed and placed in or around the Stormwater Management System unless properly permitted and approved by the District and other applicable governmental agencies.
4. No foreign materials may be disposed of in the Stormwater Management System, including, but not limited to: tree branches, paint, cement, oils, soap suds, building materials, chemicals, fertilizers, or any other material that is not naturally occurring or which may be detrimental to the system.
5. Any hazardous condition concerning the Stormwater Management System must immediately be reported to the District Manager and the proper authorities.
6. Property owners and residents are responsible for their tenants’, guests’ and invitees’ adherence to these policies.
7. NOTE: Nothing in this section is intended to change existing rules/policies governing Buck Lake.

#### Unauthorized Vehicle Use on District Property

1. The District prohibits the use of unauthorized vehicles on District Property.

### **Trespass Authorization**

1. District Staff, including the District's and any of the staff or representatives of the District Manager, have the authority to act on behalf of the District with respect to the enforcement of the District's rules and policies, including but not limited to taking any actions necessary to the enforcement and/or prosecution of a trespass violation on behalf of the District and pursuant to Florida law.
2. In addition, the District Manager is authorized to issue to the District's residents and to the County Sheriff's Office a trespass letter, providing authorization with respect to the enforcement of trespass laws as they relate to the District's prohibition of activities within the Stormwater Management System or on District Property.

### **Additional Enforcement; Penalties/Fines**

For any violation of this Rule, and pursuant to Sections 190.012(3), 120.69, F.S., the District shall have the right to impose a fine of up to the amount of \$1,000 per violation and collect such fine and attorney's fees as provided pursuant to Florida law.

### **Severability**

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

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

**10A**

**NOTICE OF RULE DEVELOPMENT FOR LAKE AND TRESPASS RULE OF THE  
HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT**

In accord with Chapters 120 and 190, *Florida Statutes*, the Harmony West Community Development District (“**District**”) hereby gives notice of its intention to develop its proposed “**Lake and Trespass Rule**,” which address among other things, recreational uses of the District’s lakes and waterways, and provides for enforcement authority. The purpose and effect of the proposed Lake and Trespass Rule is to provide for efficient and effective operations of the District’s properties.

Specific laws implemented for the rule includes Sections 190.035, 190.011, 190.012, 120.54, 120.69 and 120.81, *Florida Statutes* (2024).

A copy of the proposed Lake and Trespass Rule may be obtained by contacting the District Manager, c/o Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889.

Daniel Rom, District Manager  
Harmony West Community Development District

Run Date: \_\_\_\_\_, 2024

PUBLISH: [AT LEAST 29 DAYS PRIOR TO ADOPTION DATE; AT LEAST ONE DAY PRIOR TO NOTICE OF RULEMAKING]

**NOTICE OF RULEMAKING REGARDING THE LAKE AND TRESPASS RULE OF THE  
HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT**

A public hearing will be conducted by the Board of Supervisors of the Harmony West Community Development District ("**District**") on \_\_\_\_\_, 2024 at \_\_\_\_\_.m. at \_\_\_\_\_.

In accordance with Chapters 120 and 190, Florida Statutes, the District hereby gives the public notice of its intent to adopt its proposed "**Lake and Trespass Rule**," which address among other things, recreational uses of the District's lakes and waterways, and provides for enforcement authority. The purpose and effect of the proposed Lake and Trespass Rule is to provide for efficient and effective operations of the District's properties. Prior notice of rule development was published in the \_\_\_\_\_ on \_\_\_\_\_, 2024.

Specific legal authority for the rule includes Sections 190.035, 190.011, 190.012, 120.54, 120.69 and 120.81, *Florida Statutes* (2020).

A copy of the proposed Lake and Trespass Rule may be obtained by contacting the District Manager at Wrathell, Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, (877) 276-0889 ("**District Manager's Office**").

Any person who wishes to provide the District with a proposal for a lower cost regulatory alternative as provided by Section 120.541(1), Florida Statutes, must do so in writing within twenty-one (21) days after publication of this notice to the District Manager's Office.

This public hearing may be continued to a date, time, and place to be specified on the record at the hearing without additional notice. If anyone chooses to appeal any decision of the Board with respect to any matter considered at a public hearing, such person will need a record of the proceedings and should accordingly ensure that a verbatim record of the proceedings is made which includes the testimony and evidence upon which such appeal is to be based. At the hearing, staff or Supervisors may participate in the public hearing by speaker telephone.

Pursuant to the provisions of the Americans with Disabilities Act, any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Manager's Office at least forty-eight (48) hours prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8771 or 1-800-955-8770 for aid in contacting the District Manager's Office.

Daniel Rom, District Manager  
Harmony West Community Development District

**Run Date:** \_\_\_\_\_

**PUBLISH: [AT LEAST 28 DAYS PRIOR TO ADOPTION DATE]**

# **HARMONY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

**11**

## **Memorandum**

**To:** Board of Supervisors

**From:** District Management

**Date:** September 19, 2024

**RE:** HB7013 - Special Districts Performance Measures and Standards Reporting

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To enhance accountability and transparency, new regulations were established for all special districts, by the Florida Legislature, during their 2024 legislative session. Starting on October 1, 2024, or by the end of the first full fiscal year after its creation (whichever comes later), each special district must establish goals and objectives for each program and activity, as well as develop performance measures and standards to assess the achievement of these goals and objectives. Additionally, by December 1 each year (initial report due on December 1, 2025), each special district is required to publish an annual report on its website, detailing the goals and objectives achieved, the performance measures and standards used, and any goals or objectives that were not achieved.

District Management has identified the following key categories to focus on for Fiscal Year 2025 and develop statutorily compliant goals for each:

- Community Communication and Engagement
- Infrastructure and Facilities Maintenance
- Financial Transparency and Accountability

Additionally, special districts must provide an annual reporting form to share with the public that reflects whether the goals & objectives were met for the year. District Management has streamlined these requirements into a single document that meets both the statutory requirements for goal/objective setting and annual reporting.

The proposed goals/objectives and the annual reporting form are attached as exhibit A to this memo. District Management recommends that the Board of Supervisors adopt these goals and objectives to maintain compliance with HB7013 and further enhance their commitment to the accountability and transparency of the District.

## **Exhibit A:** Goals, Objectives and Annual Reporting Form

**HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT**  
**Performance Measures/Standards & Annual Reporting Form**  
**October 1, 2024 – September 30, 2025**

**1. COMMUNITY COMMUNICATION AND ENGAGEMENT**

**Goal 1.1      Public Meetings Compliance**

**Objective:** Hold at least two (2) regular Board of Supervisor meetings per year to conduct CDD related business and discuss community needs.

**Measurement:** Number of public board meetings held annually as evidenced by meeting minutes and legal advertisements.

**Standard:** A minimum of two (2) regular board meetings was held during the fiscal year.

**Achieved:** Yes ☐ No ☐

**Goal 1.2      Notice of Meetings Compliance**

**Objective:** Provide public notice of each meeting at least seven days in advance, as specified in Section 190.007(1), using at least two communication methods.

**Measurement:** Timeliness and method of meeting notices as evidenced by posting to CDD website, publishing in local newspaper and via electronic communication.

**Standard:** 100% of meetings were advertised with 7 days' notice per statute on at least two mediums (i.e., newspaper, CDD website, electronic communications).

**Achieved:** Yes ☐ No ☐

**Goal 1.3      Access to Records Compliance**

**Objective:** Ensure that meeting minutes and other public records are readily available and easily accessible to the public by completing monthly CDD website checks.

**Measurement:** Monthly website reviews will be completed to ensure meeting minutes and other public records are up to date as evidenced by District Management's records.

**Standard:** 100% of monthly website checks were completed by District Management.

**Achieved:** Yes ☐ No ☐

## 2. **INFRASTRUCTURE AND FACILITIES MAINTENANCE**

### **Goal 2.1 District Infrastructure and Facilities Inspections**

**Objective:** District Engineer will conduct an annual inspection of the District's infrastructure and related systems.

**Measurement:** A minimum of one (1) inspection completed per year as evidenced by district engineer's report related to district's infrastructure and related systems.

**Standard:** Minimum of one (1) inspection was completed in the Fiscal Year by the district's engineer.

**Achieved:** Yes ☐ No ☐

## 3. **FINANCIAL TRANSPARENCY AND ACCOUNTABILITY**

### **Goal 3.1 Annual Budget Preparation**

**Objective:** Prepare and approve the annual proposed budget by June 15 and final budget was adopted by September 30 each year.

**Measurement:** Proposed budget was approved by the Board before June 15 and final budget was adopted by September 30 as evidenced by meeting minutes and budget documents listed on CDD website and/or within district records.

**Standard:** 100% of budget approval and adoption were completed by the statutory deadlines and posted to the CDD website.

**Achieved:** Yes ☐ No ☐

### **Goal 3.2      Financial Reports**

**Objective:** Publish to the CDD website the most recent versions of the following documents: annual audit, current fiscal year budget with any amendments, and most recent financials within the latest agenda package.

**Measurement:** Annual audit, previous years' budgets, and financials are accessible to the public as evidenced by corresponding documents on the CDD website.

**Standard:** CDD website contains 100% of the following information: most recent annual audit, most recently adopted/amended fiscal year budget, and most recent agenda package with updated financials.

**Achieved:** Yes ☐ No ☐

### **Goal 3.3      Annual Financial Audit**

**Objective:** Conduct an annual independent financial audit per statutory requirements and publish the results to the CDD website for public inspection and transmit said results to the State of Florida.

**Measurement:** Timeliness of audit completion and publication as evidenced by meeting minutes showing board approval and annual audit is available on the CDD website and transmitted to the State of Florida.

**Standard:** Audit was completed by an independent auditing firm per statutory requirements and results were posted to the CDD website and transmitted to the State of Florida.

**Achieved:** Yes ☐ No ☐

---

District Manager

---

Chair/Vice Chair, Board of Supervisors

---

Print Name

---

Print Name

---

Date

---

Date

# **HARMONY WEST**

## **COMMUNITY DEVELOPMENT DISTRICT**

# **12**

# STRAIGHTLINE FENCE

DATE: 8/9/24

1621 13th Street  
St. Cloud, FL

407-593-1888

www.BESTPRICEFENCE.com

PROPOSAL / CONTRACT

CUSTOMER NAME: Harmony West CDD c/o Association  
nearist  
ADDRESS: 2940 Hooded Crane Cove St. Cloud, FL 34773  
PHONE HOME: 407-847-2280 EMAIL: info@myhoasolution.com  
INVOICE# \_\_\_\_\_ INSTALLER: \_\_\_\_\_

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PVC</b><br>PVC Feet _____<br>Height 4' <input type="checkbox"/> 5' <input type="checkbox"/> 6' <input type="checkbox"/><br>T&G Privacy <input type="checkbox"/><br>Privacy With Lattice <input type="checkbox"/><br>Color _____<br>Gate _____ Size _____<br>Gate _____ Size _____<br>Gate _____ Size _____<br>Flat Cap <input type="checkbox"/> Bal Cap <input type="checkbox"/><br>Gothic <input type="checkbox"/> New Eng. <input type="checkbox"/><br>Coachman <input type="checkbox"/> Tear Drop <input type="checkbox"/> | <b>Custom PVC</b><br>PVC Feet _____<br>Height 4' <input type="checkbox"/> 5' <input type="checkbox"/> 6' <input type="checkbox"/><br>T&G Privacy <input type="checkbox"/><br>Privacy With Lattice <input type="checkbox"/><br>Color _____<br>Gate _____ Size _____<br>Gate _____ Size _____<br>Gate _____ Size _____<br>Flat Cap <input type="checkbox"/> Bal Cap <input type="checkbox"/><br>Gothic <input type="checkbox"/> New Eng. <input type="checkbox"/><br>Coachman <input type="checkbox"/> Tear Drop <input type="checkbox"/> | <b>ALUMINUM</b><br>Aluminum Feet <u>393'</u><br>Height 4' <input checked="" type="checkbox"/> 5' <input type="checkbox"/> 6' <input type="checkbox"/><br>Flat <input checked="" type="checkbox"/> Spear <input type="checkbox"/><br>Other Style <u>3 rail</u><br>Residential <input checked="" type="checkbox"/> Commercial <input type="checkbox"/><br>Black <input checked="" type="checkbox"/> White <input type="checkbox"/><br>Gate <u>1</u> Size <u>8' Double Drive</u><br>Gate _____ Size _____<br>Gate _____ Size _____ | <b>WOOD</b><br>Wood Feet _____<br>Cypress <input type="checkbox"/> PT Pine <input type="checkbox"/> Pres. Plus <input type="checkbox"/><br>BOB <input type="checkbox"/> STKD <input type="checkbox"/> CUSTOM <input type="checkbox"/><br>Other Style _____<br>Height 6' <input type="checkbox"/> 8' <input type="checkbox"/><br>Picket 1/2" x 4" <input type="checkbox"/> 1"x4" <input type="checkbox"/><br>Runner 2" x 4" <input type="checkbox"/><br>Gate _____ Size _____<br>Gate _____ Size _____<br>Gate _____ Size _____<br>Gothic Top <input type="checkbox"/> Traditional Top <input type="checkbox"/> Other <input type="checkbox"/> | <b>CHAIN LINK</b><br>Chain Link Feet _____<br>Height 4' <input type="checkbox"/> 5' <input type="checkbox"/> 6' <input type="checkbox"/><br>Other Height _____<br>Residential <input type="checkbox"/> Commercial <input type="checkbox"/><br>Galvanized <input type="checkbox"/><br>Black Vinyl <input type="checkbox"/> Green Vinyl <input type="checkbox"/><br>Gate _____ Size _____<br>Gate _____ Size _____<br>Gate _____ Size _____ |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Good Side In ☒ Out ☐  
Fence to Follow Contour of Ground ☒  
Fence to be Level ☐  
Remove existing Fence \_\_\_\_\_ Ft. No ☒  
Fence Line to be Cleared by Straightline Fence ☐  
Fence Line to be Cleared by Owner ☐  
Corner Lot Yes ☐ No ☒  
Permit Needed Yes ☐ No ☐  
Jurisdiction \_\_\_\_\_

Special Instructions: All posts set in concrete

Straightline Fence will assist the customer, upon request, in determining where the fence is to be erected, but under no circumstances does Straightline Fence assume any responsibility concerning property lines or in anyway guarantee their accuracy. If property pins cannot be located, it is recommended that the customer have the property surveyed.  
Straightline Fence will assume the responsibility for locating underground cables and utilities however, Straightline Fence is not responsible for any sprinklers or other unmarked buried lines or objects.  
Payment is due at the time of completion of work, and a finance charge of 1 1/2% per month shall be applied to all accounts not paid in full within 10 days of completion. All material will remain the property of Straightline Fence until payment is received in full. Right of access and removal is granted to Straightline Fence in the event of nonpayment per the terms of this contract. The customer agrees to pay all interest and any cost incurred in the collection of this debt including reasonable attorney fees.  
If the buyer refuses to allow the seller to begin or complete work already begun, or to accept materials contracted for, Buyer agrees to pay Seller liquidated damages of a sum equal to 33 1/3% of entire contract price, plus cost of materials and labor already furnished or in progress. "Warranty may be voided if sign is removed".  
Customer assumes all responsibility for obtaining homeowners association approval for the type and location of fence.

**ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, OR MATERIAL SUPPLIERS OR NEGLECTS TO MAKE OTHER LEGALLY REQUIRED PAYMENTS. THE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR SUBCONTRACTOR MAY HAVE FAILED TO PAY. FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX AND IT IS RECOMMENDED THAT WHENEVER A SPECIFIC PROBLEM ARISES, YOU CONSULT AN ATTORNEY.**

## NOTICE TO PURCHASERS OF WOOD FENCES:

Wood fence materials are rough mill cut pieces. Wood fence has a tendency to shrink and warp in hot, humid weather and small gaps will appear between boards. Cracks in the wood are a common and accepted occurrence. Straightline Fence will only guarantee the workmanship on wood fences for one year.

I HAVE READ AND UNDERSTAND THE ABOVE CLAUSE: X

FINANCED AMOUNT: \$ Resi 5/8" picket Corn 3/4" picket  
CONTRACT AMOUNT: \$ 10,625 \$14,000 X  
DOWN PAYMENT: \$ 3,625 \$4,000  
BALANCE DUE  
UPON COMPLETION: \$ 7,000 \$10,000

APPROVED AND ACCEPTED FOR CUSTOMER

CUSTOMER

DATE

ACCEPTED FOR STRAIGHTLINE FENCE

SALESPERSON

DATE

KC Jones



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

**RATIFICATION**  
**ITEMS**

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

**13A**

ESTIMATE

Allsmiths Services  
3960 Hickory Tree Rd  
Saint Cloud, FL 34772

allsmiths.info@gmail.com  
+1 (321) 246-4534



Bill to  
Harmony West CDD  
2300 Glades Road  
Suite 410W  
Boca Raton, FL 33431

Ship to  
Harmony West CDD  
2300 Glades Road  
Suite 410W  
Boca Raton, FL 33431

Estimate details

Estimate no.: 2272  
Estimate date: 07/23/2024  
Expiration date: 08/03/2024

| #  | Date | Product or service | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Amount     |
|----|------|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
| 1. |      | Services           | <p>Installation of ranch fencing, pedestrian and vehicle gate at various locations.</p> <p>Areas listed below:-</p> <ul style="list-style-type: none"><li>- Gas line area - 45ft total</li><li>- Hooded Crane area - 35ft total</li><li>- Clubhouse area - 60ft total</li></ul> <p>Scope of Works:-</p> <ul style="list-style-type: none"><li>- clear landscape in fence/gate pathway</li><li>- dig holes in the ground every 8ft, leaving space for a 3ft pedestrian gate and 16th vehicle gate.</li><li>- install 4" x 4" treated wood into the outer holes, leaving 4ft above ground and secure with concrete.</li><li>- install 6"x 6" treated wood into the hole, ready for vehicle gate and secure with concrete</li><li>- install three rows of 1" x 6" treated wood between each post except pedestrian and vehicle gate areas.</li><li>- Install hinge to 6" x 6" treated wood</li><li>- install 16ft vehicle utility gate at Gas Line area, and 8ft gates at Hooded Crane and Clubhouse areas</li><li>- build three 3ft pedestrian gates and install in fence at all three areas.</li><li>- Secure to post using hinges</li><li>- Dispose of debris</li><li>- install a coded lock on each vehicle gate.</li></ul> | \$5,930.00 |

MATERIALS AND LABOR

|       |            |
|-------|------------|
| Total | \$5,930.00 |
|-------|------------|

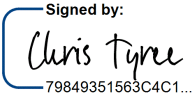
Note to customer

We appreciate your business. Please find your estimate details here.  
Feel free to contact us if you have any questions.

Have a great day!  
Allsmiths Services

|             |            |
|-------------|------------|
| Expiry date | 08/03/2024 |
|-------------|------------|

Signed by:

  
79849351563C4C1...

|             |          |
|-------------|----------|
| Chris Tyree | 8/5/2024 |
|-------------|----------|

Certificate Of Completion

|                                                                                                             |               |                         |
|-------------------------------------------------------------------------------------------------------------|---------------|-------------------------|
| Envelope Id: 8F355CD9F7504B6FB3DBBA06E358A1D0                                                               |               | Status: Completed       |
| Subject: Complete with DocuSign: HWE CDD est 2272 - ranch fencing pedestrian gate and vehicle gate at va... |               |                         |
| Source Envelope:                                                                                            |               |                         |
| Document Pages: 2                                                                                           | Signatures: 1 | Envelope Originator:    |
| Certificate Pages: 4                                                                                        | Initials: 0   | Daniel Rom              |
| AutoNav: Enabled                                                                                            |               | , FL 33463              |
| Envelopeld Stamping: Enabled                                                                                |               | romd@whhassociates.com  |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada)                                                           |               | IP Address: 8.17.47.234 |

Record Tracking

|                     |                        |                    |
|---------------------|------------------------|--------------------|
| Status: Original    | Holder: Daniel Rom     | Location: DocuSign |
| 8/5/2024 8:10:50 AM | romd@whhassociates.com |                    |

| Signer Events                                                                                  | Signature                                                                                                                                                                                                        | Timestamp                                                                               |
|------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|
| Chris Tyree<br>ChrisTyree@forestar.com<br>Security Level: Email, Account Authentication (None) | <div>Signed by:<br/><br/>79849351563C4C1...</div><br>Signature Adoption: Pre-selected Style<br>Using IP Address: 174.58.217.188 | Sent: 8/5/2024 8:11:32 AM<br>Viewed: 8/5/2024 8:18:34 AM<br>Signed: 8/5/2024 8:18:52 AM |

Electronic Record and Signature Disclosure:  
Accepted: 8/5/2024 8:18:34 AM  
ID: 768d9046-763f-4f92-a933-e0cdf04fa1d1

| In Person Signer Events                    | Signature        | Timestamp           |
|--------------------------------------------|------------------|---------------------|
| Editor Delivery Events                     | Status           | Timestamp           |
| Agent Delivery Events                      | Status           | Timestamp           |
| Intermediary Delivery Events               | Status           | Timestamp           |
| Certified Delivery Events                  | Status           | Timestamp           |
| Carbon Copy Events                         | Status           | Timestamp           |
| Witness Events                             | Signature        | Timestamp           |
| Notary Events                              | Signature        | Timestamp           |
| Envelope Summary Events                    | Status           | Timestamps          |
| Envelope Sent                              | Hashed/Encrypted | 8/5/2024 8:11:32 AM |
| Certified Delivered                        | Security Checked | 8/5/2024 8:18:34 AM |
| Signing Complete                           | Security Checked | 8/5/2024 8:18:52 AM |
| Completed                                  | Security Checked | 8/5/2024 8:18:52 AM |
| Payment Events                             | Status           | Timestamps          |
| Electronic Record and Signature Disclosure |                  |                     |

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Daniel Rom (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

#### **How to contact Daniel Rom:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [romd@whhassociates.com](mailto:romd@whhassociates.com)

#### **To advise Daniel Rom of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [romd@whhassociates.com](mailto:romd@whhassociates.com) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

#### **To request paper copies from Daniel Rom**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [romd@whhassociates.com](mailto:romd@whhassociates.com) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

#### **To withdraw your consent with Daniel Rom**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to [romd@whhassociates.com](mailto:romd@whhassociates.com) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Daniel Rom as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Daniel Rom during the course of your relationship with Daniel Rom.

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

**13B**

This instrument was prepared by:

Kutak Rock LLP  
107 W. College Ave.  
Tallahassee, Florida 32301

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## CONSERVATION COVENANT

**THIS CONSERVATION COVENANT** ("Covenant") is \_\_\_\_ day of \_\_\_\_\_, 2024, and is recorded by HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT ("Grantor") whose mailing address is c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, and in favor of THE TAXPAYERS, PROPERTY OWNERS AND CITIZENS OF THE HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT (together, "Grantee"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Property" (as hereinafter defined) and the term "Grantee" shall include any successor or assignee of Grantee.

## WITNESSETH

**WHEREAS**, the Grantor is the fee simple owner of certain lands situated in Osceola County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

**WHEREAS**, Grantor desires to preserve the Property in perpetuity in its natural condition; and

**NOW, THEREFORE**, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual covenant for and in favor of the Grantee upon the area of the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever. The scope, nature, and character of this Covenant shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Covenant.

2. **Purpose.** It is the purpose of this Covenant to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife. Those wetland and upland areas included in this Covenant are to be retained and maintained in the manner set forth herein.

3. **Prohibited Uses.** Except for activities that are permitted or required to maintain surface water management improvements, or natural habitat, any activity on or use of the Property inconsistent with the purpose of this Covenant is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service.

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas;  
and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Property, including the right to engage or to permit or invite others to engage in all uses of the Property that are not prohibited herein and which are not inconsistent with the intent and purposes of this Covenant.

5. **No Dedication.** No right of access by the general public to any portion of the Property is conveyed by this Covenant.

6. **Limitation of Liability.** Nothing herein shall be construed to waive and/or modify the limitations of liability for the District as set forth in Section 768.28, Florida Statutes.

7. **Severability.** If any provision of this Covenant or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Covenant shall not be affected thereby, as long as the purpose of the Covenant is preserved.

8. **Recordation.** Grantor shall record this Covenant in timely fashion in the Official Records of Osceola County, Florida.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Covenant shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF, Grantor has hereunto set its authorized hand this \_\_\_\_ day of \_\_\_\_\_, 2024.

WITNESS

HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT

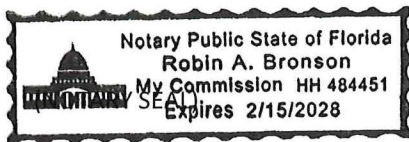
By: Anthony Thompson  
Name: Anthony Thompson  
Address: 1064 Greenwood Blvd #200  
Lake Mary, FL 32746

By: Shelley Kaercher  
Name: Shelley Kaercher  
Title: Chairperson

By: [Signature]  
Name: Joshua Travis  
Address: 1064 Greenwood Blvd #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 20th day of August, 2024, by Shelley Kaercher, Chairperson of HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT, who appeared before me this day in person, and who is either personally known to me, or produced \_\_\_\_\_ as identification.



R. Bronson  
NOTARY PUBLIC, STATE OF Florida  
Name: R. Bronson  
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

**EXHIBIT A**

[LEGAL DESCRIPTION AND SKETCH OF PROPERTY]

# WETLAND EXHIBIT

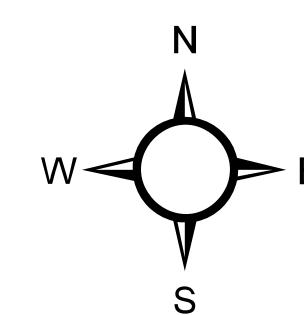
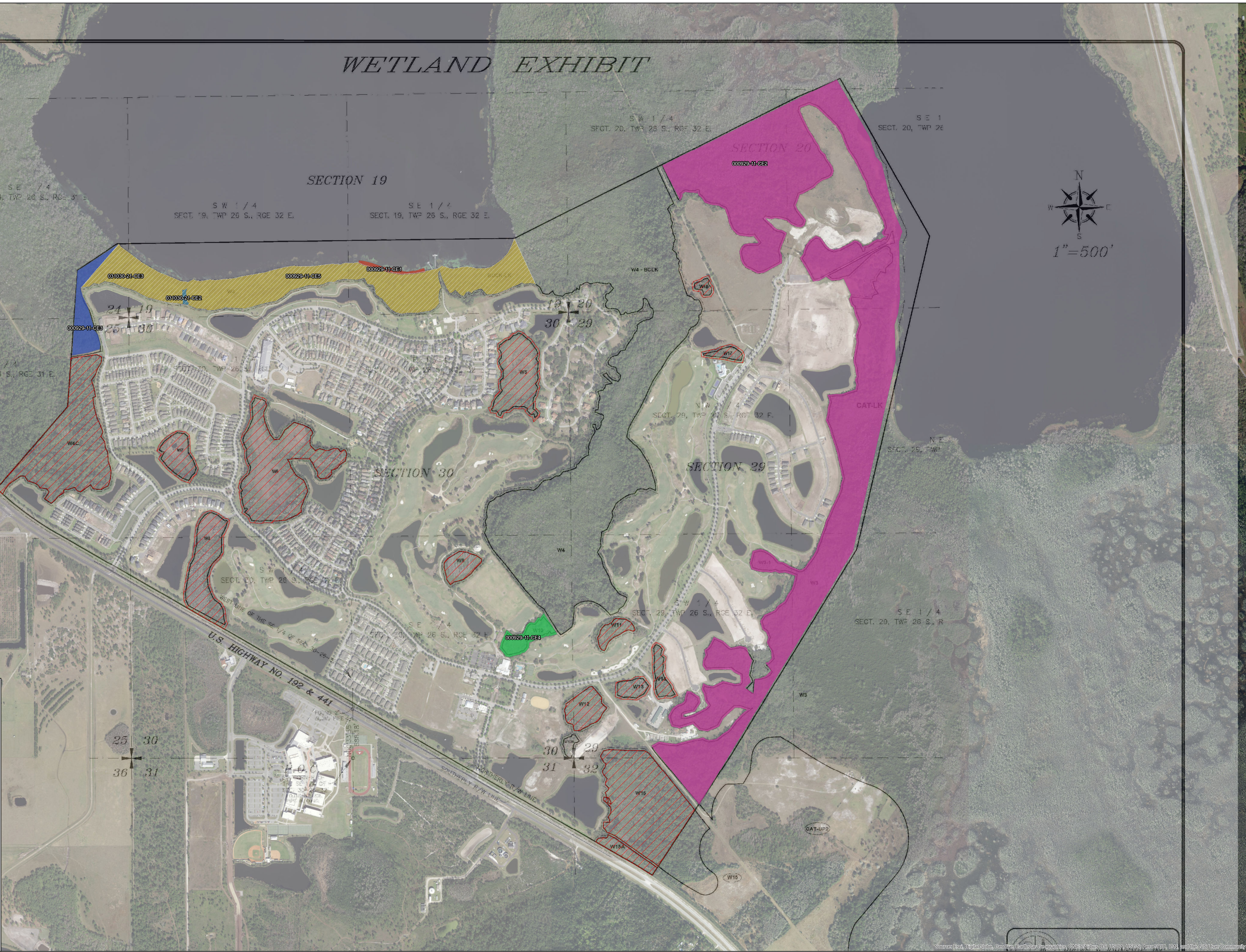


**Legend**

Original Conservation Easement ORB 2637\_988

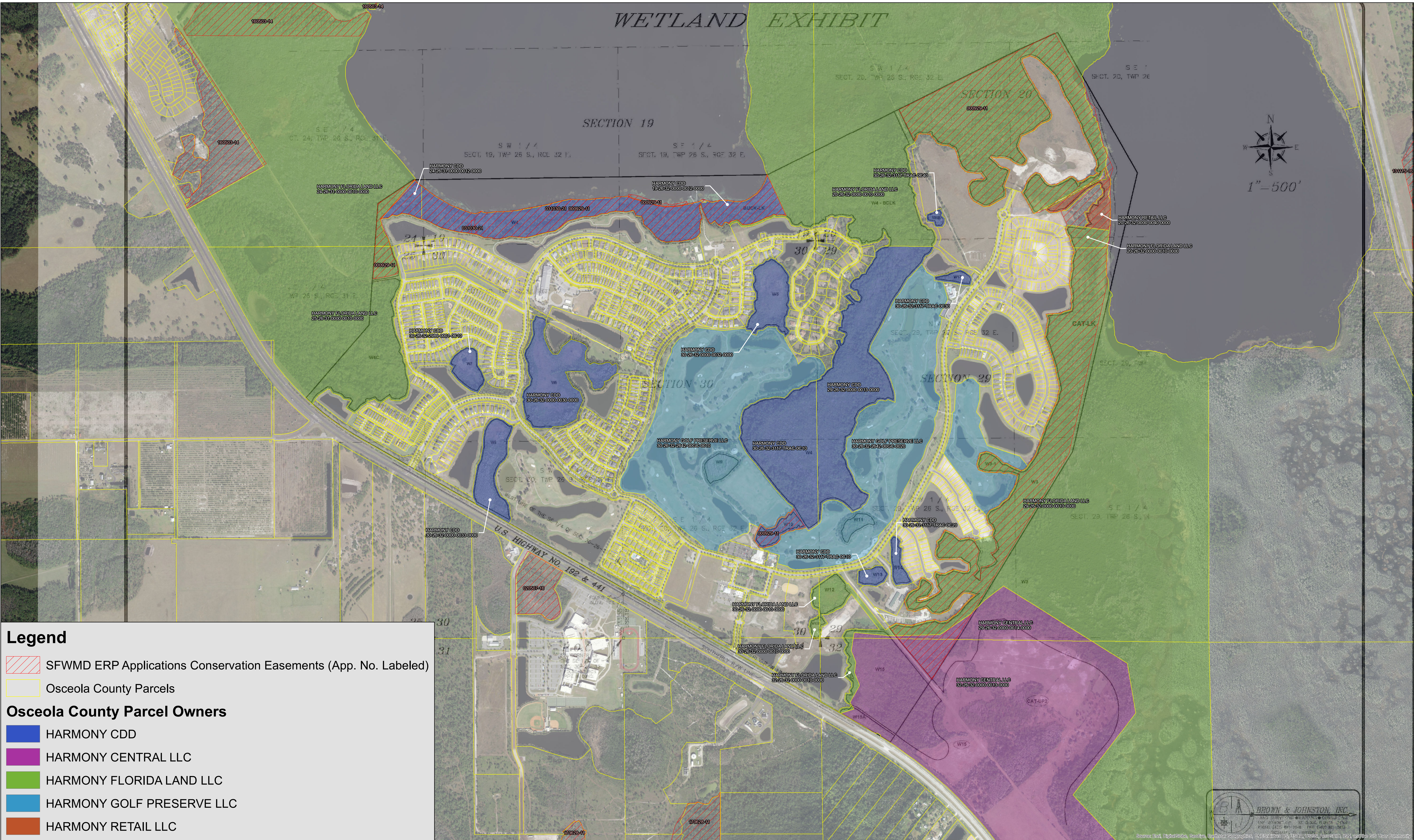
**SFWMD ERP App. CE (CE Numbers)**

- 000929-11-CE1
- 000929-11-CE2
- 000929-11-CE3
- 000929-11-CE4
- 000929-11-CE5
- 031030-21-CE2
- 031030-21-CE3





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community



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

**14A**

**RESOLUTION 2024-09**

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE HARMONY  
WEST COMMUNITY DEVELOPMENT DISTRICT HEREBY ACCEPTING  
THE AUDITED FINANCIAL STATEMENTS FOR THE FISCAL YEAR ENDED  
SEPTEMBER 30, 2023**

**WHEREAS**, the District's Auditor, Berger, Toombs, Elam, Gaines & Frank, has heretofore prepared and submitted to the Board, for accepting, the District's Audited Financial Statements for Fiscal Year 2023;

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

1. The Audited Financial Statements for Fiscal Year 2023, heretofore submitted to the Board, is hereby accepted for Fiscal Year 2023, for the period ending September 30, 2023; and

2. A verified copy of said Audited Financial Statements for Fiscal Year 2023 shall be attached hereto as an exhibit to this Resolution, in the District's "Official Record of Proceedings".

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

**HARMONY WEST COMMUNITY  
DEVELOPMENT DISTRICT**

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

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

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

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

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
FINANCIAL STATEMENTS  
UNAUDITED  
JULY 31, 2024**

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
BALANCE SHEET  
GOVERNMENTAL FUNDS  
JULY 31, 2024**

|                                                                       | General<br>Fund   | Debt<br>Service<br>Fund<br>Series 2018 | Debt<br>Service<br>Fund<br>Series 2023 | Capital<br>Projects<br>Fund<br>Series 2018 | Capital<br>Projects<br>Fund<br>Series 2023 | Total<br>Governmental<br>Funds |
|-----------------------------------------------------------------------|-------------------|----------------------------------------|----------------------------------------|--------------------------------------------|--------------------------------------------|--------------------------------|
| <b>ASSETS</b>                                                         |                   |                                        |                                        |                                            |                                            |                                |
| Cash                                                                  | \$ 506,643        | \$ -                                   | \$ -                                   | \$ -                                       | \$ -                                       | \$ 506,643                     |
| Investments                                                           |                   |                                        |                                        |                                            |                                            |                                |
| Revenue                                                               | -                 | 414,300                                | 100,527                                | -                                          | -                                          | 514,827                        |
| Reserve                                                               | -                 | 430,094                                | 56,873                                 | -                                          | -                                          | 486,967                        |
| Prepayment                                                            | -                 | 7                                      | -                                      | -                                          | -                                          | 7                              |
| Capitalized interest                                                  | -                 | 4                                      | 1,102                                  | -                                          | -                                          | 1,106                          |
| Construction                                                          | -                 | -                                      | -                                      | -                                          | 56                                         | 56                             |
| Cost of issuance                                                      | -                 | 7                                      | 1,753                                  | -                                          | -                                          | 1,760                          |
| Accounts receivable                                                   | 229               | -                                      | -                                      | -                                          | -                                          | 229                            |
| Due from other                                                        | 2,408             | -                                      | -                                      | -                                          | -                                          | 2,408                          |
| Due from debt service fund 201                                        | 1,022             | -                                      | -                                      | -                                          | -                                          | 1,022                          |
| Due from debt service fund 202                                        | 439               | -                                      | -                                      | -                                          | -                                          | 439                            |
| Due from Forestar Real Estate G                                       | 27,714            | -                                      | -                                      | -                                          | -                                          | 27,714                         |
| Utility deposit                                                       | 10,260            | -                                      | -                                      | -                                          | -                                          | 10,260                         |
| Total assets                                                          | <u>\$ 548,715</u> | <u>\$ 844,412</u>                      | <u>\$ 160,255</u>                      | <u>\$ -</u>                                | <u>\$ 56</u>                               | <u>\$ 1,553,438</u>            |
| <b>LIABILITIES AND FUND BALANCES</b>                                  |                   |                                        |                                        |                                            |                                            |                                |
| Liabilities:                                                          |                   |                                        |                                        |                                            |                                            |                                |
| Due to Developer                                                      | \$ -              | \$ -                                   | \$ 20,049                              | \$ -                                       | \$ -                                       | \$ 20,049                      |
| Due to general fund                                                   | -                 | 1,022                                  | 439                                    | -                                          | -                                          | 1,461                          |
| Landowner advance                                                     | 3,300             | -                                      | -                                      | -                                          | -                                          | 3,300                          |
| Total liabilities                                                     | <u>3,300</u>      | <u>1,022</u>                           | <u>20,488</u>                          | <u>-</u>                                   | <u>-</u>                                   | <u>24,810</u>                  |
| <b>DEFERRED INFLOWS OF RESOURCES</b>                                  |                   |                                        |                                        |                                            |                                            |                                |
| Deferred receipts                                                     | 27,714            | -                                      | -                                      | -                                          | -                                          | 27,714                         |
| Total deferred inflows of resources                                   | <u>27,714</u>     | <u>-</u>                               | <u>-</u>                               | <u>-</u>                                   | <u>-</u>                                   | <u>27,714</u>                  |
| Fund balances:                                                        |                   |                                        |                                        |                                            |                                            |                                |
| Restricted                                                            |                   |                                        |                                        |                                            |                                            |                                |
| Debt service                                                          | -                 | 843,390                                | 139,767                                | -                                          | -                                          | 983,157                        |
| Capital projects                                                      | -                 | -                                      | -                                      | -                                          | 56                                         | 56                             |
| Playground                                                            | 7,500             | -                                      | -                                      | -                                          | -                                          | 7,500                          |
| Sign and wall                                                         | 7,000             | -                                      | -                                      | -                                          | -                                          | 7,000                          |
| 3 months working capital                                              | 184,405           | -                                      | -                                      | -                                          | -                                          | 184,405                        |
| Unassigned                                                            | 318,796           | -                                      | -                                      | -                                          | -                                          | 318,796                        |
| Total fund balances                                                   | <u>517,701</u>    | <u>843,390</u>                         | <u>139,767</u>                         | <u>-</u>                                   | <u>56</u>                                  | <u>1,500,914</u>               |
| Total liabilities, deferred inflows of resources<br>and fund balances | <u>\$ 548,715</u> | <u>\$ 844,412</u>                      | <u>\$ 160,255</u>                      | <u>\$ -</u>                                | <u>\$ 56</u>                               | <u>\$ 1,553,438</u>            |

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED JULY 31, 2024**

|                                          | Current<br>Month | Year to<br>Date | Budget         | % of<br>Budget |
|------------------------------------------|------------------|-----------------|----------------|----------------|
| <b>REVENUES</b>                          |                  |                 |                |                |
| Assessment levy: on-roll                 | \$ 6             | \$ 816,929      | \$ 815,070     | 100%           |
| Assessment levy: off-roll                | -                | 31,841          | 63,681         | 50%            |
| Lot closings                             | -                | 4,126           | -              | N/A            |
| Interest and miscellaneous               | -                | 2,000           | -              | 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</u>         | <u>859,271</u>  | <u>887,326</u> | 97%            |
| <b>EXPENDITURES</b>                      |                  |                 |                |                |
| <b>Professional &amp; administrative</b> |                  |                 |                |                |
| Management fees                          | 4,000            | 40,000          | 48,000         | 83%            |
| Legal - general counsel                  | -                | 5,556           | 25,000         | 22%            |
| Engineering                              | 225              | 1,107           | 10,000         | 11%            |
| Audit                                    | -                | -               | 12,150         | 0%             |
| Arbitrage rebate calculation             | -                | -               | 1,250          | 0%             |
| Dissemination fee                        | 167              | 1,667           | 3,000          | 56%            |
| Trustee                                  | -                | 4,246           | 15,750         | 27%            |
| Telephone                                | 17               | 167             | 200            | 84%            |
| Postage                                  | 1,038            | 1,127           | 500            | 225%           |
| Printing & binding                       | 42               | 417             | 500            | 83%            |
| Legal advertising                        | 1,196            | 1,475           | 1,500          | 98%            |
| Annual district filing fee               | -                | 175             | 175            | 100%           |
| Insurance                                | -                | 7,103           | 7,600          | 93%            |
| Contingencies                            | 28               | 64              | 750            | 9%             |
| Office supplies                          | -                | -               | 750            | 0%             |
| Miscellaneous                            | -                | -               | 750            | 0%             |
| Bank fees                                | -                | -               | 750            | 0%             |
| Website                                  |                  |                 |                |                |
| Hosting & maintenance                    | -                | 705             | 705            | 100%           |
| ADA compliance                           | -                | 210             | 210            | 100%           |
| EMMA software service                    | -                | 1,000           | -              | N/A            |
| Total professional & administrative      | <u>6,713</u>     | <u>65,019</u>   | <u>129,540</u> | 50%            |

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
GENERAL FUND  
FOR THE PERIOD ENDED JULY 31, 2024**

|                                                                  | Current<br>Month  | Year to<br>Date   | Budget            | % of<br>Budget |
|------------------------------------------------------------------|-------------------|-------------------|-------------------|----------------|
| <b>Field operations and maintenance</b>                          |                   |                   |                   |                |
| Field operations manager                                         | 500               | 5,000             | 6,000             | 83%            |
| Field operations accounting                                      | 146               | 1,458             | 1,750             | 83%            |
| Landscaping contract labor                                       | 47,836            | 349,546           | 300,740           | 116%           |
| Insurance: property                                              | 184               | 7,468             | 7,882             | 95%            |
| Porter services - dog park                                       | 410               | 2,870             | 5,000             | 57%            |
| Playground ADA mulch                                             | -                 | 6,750             | 4,000             | 169%           |
| Backflow prevention test                                         | -                 | -                 | 150               | 0%             |
| Irrigation maintenance / repair                                  | 2,224             | 21,266            | 10,000            | 213%           |
| Plants, shrubs & mulch                                           | -                 | 10,056            | 38,000            | 26%            |
| Annuals                                                          | -                 | 13,440            | 44,000            | 31%            |
| Tree trimming                                                    | -                 | 2,311             | 28,000            | 8%             |
| Signage                                                          | -                 | -                 | 3,500             | 0%             |
| General maintenance                                              | 9,410             | 29,555            | 6,000             | 493%           |
| Fountain maintenance                                             | 580               | 2,320             | 8,000             | 29%            |
| Fence / wall repair                                              | -                 | -                 | 4,000             | 0%             |
| Aquatic control - waterway                                       | 2,670             | 18,600            | 14,000            | 133%           |
| Wetland monitoring & maintenance                                 | 400               | 11,975            | 4,800             | 249%           |
| Buck lake mgmt & consulting cost-share                           | -                 | -                 | 1,750             | 0%             |
| Buck lake maintenance cost-share                                 | 6,087             | 11,062            | 14,400            | 77%            |
| Electric:                                                        |                   |                   |                   |                |
| Irrigation                                                       | 1,764             | 13,552            | 54,000            | 25%            |
| Street lights                                                    | 3,216             | 27,058            | 56,000            | 48%            |
| Entrance signs                                                   | 1,676             | 8,483             | 3,000             | 283%           |
| Palm tree lights                                                 | -                 | -                 | 5,000             | 0%             |
| Fountain electricity                                             | 9,198             | 62,008            | 60,000            | 103%           |
| Water irrigation                                                 | 14,320            | 73,145            | 60,000            | 122%           |
| Total field operations and maintenance                           | <u>100,621</u>    | <u>677,923</u>    | <u>739,972</u>    | 92%            |
| <b>Other fees &amp; charges</b>                                  |                   |                   |                   |                |
| Property appraiser                                               | -                 | 408               | 328               | 124%           |
| Tax collector                                                    | -                 | 16,323            | 16,981            | 96%            |
| Uncoded expense                                                  | -                 | 5,358             |                   |                |
| Total other fees & charges                                       | <u>-</u>          | <u>22,089</u>     | <u>17,309</u>     | 128%           |
| Total expenditures                                               | <u>107,334</u>    | <u>765,031</u>    | <u>886,821</u>    | 86%            |
| <br>Excess/(deficiency) of revenues<br>over/(under) expenditures | <br>(107,328)     | <br>94,240        | <br>505           |                |
| <br>Net change in fund balances                                  | <br>(107,328)     | <br>94,240        | <br>505           |                |
| Fund balances - beginning                                        | 625,029           | 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                                                       | 318,796           | 318,796           | 83,640            |                |
| Fund balances - ending                                           | <u>\$ 517,701</u> | <u>\$ 517,701</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 JULY 31, 2024**

|                                                              | Current<br>Month  | Year To<br>Date   | Budget            | % of<br>Budget |
|--------------------------------------------------------------|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>                                              |                   |                   |                   |                |
| Assessment levy: on-roll                                     | \$ 4              | \$ 546,750        | \$ 545,854        | 100%           |
| Interest                                                     | 3,388             | 38,226            | -                 | N/A            |
| Total revenues                                               | <u>3,392</u>      | <u>584,976</u>    | <u>545,854</u>    | 107%           |
| <b>EXPENDITURES</b>                                          |                   |                   |                   |                |
| <b>Debt service</b>                                          |                   |                   |                   |                |
| Principal                                                    | -                 | 140,000           | 140,000           | 100%           |
| Interest                                                     | -                 | 390,223           | 390,223           | 100%           |
| Tax collector                                                | -                 | 10,924            | 11,372            | 96%            |
| Total expenditures                                           | <u>-</u>          | <u>541,147</u>    | <u>541,595</u>    | 100%           |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 3,392             | 43,829            | 4,259             |                |
| <b>OTHER FINANCING SOURCES/(USES)</b>                        |                   |                   |                   |                |
| Transfer in                                                  | -                 | 7                 | -                 | N/A            |
| Total other financing sources                                | <u>-</u>          | <u>7</u>          | <u>-</u>          | N/A            |
| Net change in fund balances                                  | 3,392             | 43,836            | 4,259             |                |
| Fund balances - beginning                                    | 839,998           | 799,554           | 770,289           |                |
| Fund balances - ending                                       | <u>\$ 843,390</u> | <u>\$ 843,390</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 JULY 31, 2024**

|                                                              | Current<br>Month  | Year To<br>Date   | Budget            | % of<br>Budget |
|--------------------------------------------------------------|-------------------|-------------------|-------------------|----------------|
| <b>REVENUES</b>                                              |                   |                   |                   |                |
| Assessment levy: on-roll                                     | \$ 2              | \$ 235,006        | \$ 234,829        | 100%           |
| Interest                                                     | 640               | 8,344             | -                 | N/A            |
| Total revenues                                               | <u>642</u>        | <u>243,350</u>    | <u>234,829</u>    | 104%           |
| <b>EXPENDITURES</b>                                          |                   |                   |                   |                |
| <b>Debt service</b>                                          |                   |                   |                   |                |
| Principal                                                    | -                 | 55,000            | 55,000            | 100%           |
| Interest                                                     | -                 | 173,266           | 173,266           | 100%           |
| Tax collector                                                | -                 | 4,696             | 4,892             | 96%            |
| Total expenditures                                           | <u>-</u>          | <u>232,962</u>    | <u>233,158</u>    | 100%           |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | 642               | 10,388            | 1,671             |                |
| Fund balances - beginning                                    | <u>139,125</u>    | <u>129,379</u>    | <u>200,378</u>    |                |
| Fund balances - ending                                       | <u>\$ 139,767</u> | <u>\$ 139,767</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 JULY 31, 2024**

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

**HARMONY WEST  
COMMUNITY DEVELOPMENT DISTRICT  
STATEMENT OF REVENUES, EXPENDITURES,  
AND CHANGES IN FUND BALANCES  
CAPITAL PROJECTS FUND SERIES 2023  
FOR THE PERIOD ENDED JULY 31, 2024**

|                                                              | Current<br>Month    | Year To<br>Date     |
|--------------------------------------------------------------|---------------------|---------------------|
| <b>REVENUES</b>                                              |                     |                     |
| Interest                                                     | \$ -                | \$ 56               |
| Total revenues                                               | <u>-</u>            | <u>56</u>           |
| <b>EXPENDITURES</b>                                          | <u>-</u>            | <u>-</u>            |
| Total expenditures                                           | <u>-</u>            | <u>-</u>            |
| Excess/(deficiency) of revenues<br>over/(under) expenditures | -                   | 56                  |
| Fund balances - beginning                                    | 56                  | -                   |
| Fund balances - ending                                       | <u><u>\$ 56</u></u> | <u><u>\$ 56</u></u> |

**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 Public Hearings and a Regular Meeting on July 18, 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  | District Counsel                   |
| Mark Hills      | Field Operations Manager           |
| Lauren Reindl   | Resident                           |
| John L. Stevens | Resident                           |
| Kathy Myers     | Resident                           |
| Robyn Bronson   | Resident                           |

**FIRST ORDER OF BUSINESS**

**Call to Order/Roll Call**

Mr. Rom called the meeting to order at 10:37 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**

Several residents expressed concern about individuals, including unsupervised teenagers, who are fishing, trespassing, cursing and behaving confrontationally on the lake bank easement and on private property behind homes. Intruders made derogatory comments on resident security cameras and were observed fishing, harassing wildlife and catching alligators in the pond, despite warning signs. Cars have parked illegally on grass.

It was noted that law enforcement has not been responsive.

The Sheriff's misconception that the CDD will not enforce trespassing arose from an email stating the Board took no action, and how best to address the matter, were discussed.

Mr. Tyree stated, while the main HOA Amenity Center and future amenities will be private and maintained by the HOA, the ponds are public infrastructure. While fishing is permitted, destruction of personal property and harassment of wildlife are not. The Florida Fish and Wildlife Commission (FWC) is the appropriate agency to address wildlife concerns and to apply consequences to violators.

Mr. Rom stated the email advised that, in the past, the Board chose not to enforce rules against fishing.

Mr. Earlywine discussed the rulemaking process and noted that CDD designees can be the CDD's point of contact when law enforcement is issuing a trespass violation to trespassers on CDD property.

Mr. Tyree noted that the FWC is strict; in the past FWC Officials installed cameras, collected evidence and instituted patrols in order to build a case against violators.

Discussion ensued regarding enforcement of rules broken by members of the public and the CDD's right to establish fines and collect attorney's fees from violators.

Mr. Tyree stated that the FWC is the most appropriate entity to contact first regarding enforcement on public waterways. If problems continue, the CDD will have no choice but to shut down fishing and/or hunting in the area.

Mr. Earlywine stated the CDD can implement rules on its property. It was noted that shutting down use of the stormwater ponds will not affect the public waterway.

It was noted that signs were installed for public safety and insurance reasons and that trespassers were observed parking on County property. A resident stated that trespassers cut a path down to Buck Lake in the vicinity of a path to a storm drain area.

Mr. Tyree will meet with affected residents and inspect the area after the meeting.

Discussion ensued regarding enforcing the prohibition against trespassing. It was noted that a "No Trespassing" sign is posted in the area.

**On MOTION by Mr. Tyree and seconded by Ms. Kaercher, with all in favor, the meeting recessed at 11:09 a.m.**

**On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, the meeting reconvened at 11:27 a.m.**

▪ **Discussion: Gate Installation on Harmony West Trails**

**This item, previously the Seventh Order of Business, was presented out of order.**

The Board and Staff discussed two areas of concern where members of the public access a pedestrian walkway into the preserve area, and made the following comments and observations:

➤ Access points on Alder Road and Botanic Boulevard are used by pedestrians, e-bicycles, four wheelers, golf carts and four-wheel drive trucks hauling canoes and boats seeking access to Buck Lake.

➤ Trash is left by those using the lake.

➤ Two signs in the area contradict each other; as one advises the public to use the area at their own risk and the other advises the public that trespassers will be prosecuted. I

➤ Pedestrian trails are not being used for pedestrian purposes.

➤ Trespassers entered Buck Lake from Botanic Boulevard and remained at the lake, partying as late as 4:00 a.m.

➤ The area in question includes jurisdictional wetlands.

➤ Vehicles park illegally at the mailboxes in the middle of the night to access the area.

The consensus was to install gates and other measures to prevent vehicular access; Staff access will be provided for maintenance.

**On MOTION by Mr. Tyree and seconded by Ms. Kaercher, with all in favor, installing lockable gates and providing for Staff access, in a not-to-exceed amount of \$6,000, was approved.**

Discussion ensued regarding the prohibition of motorized boats on canals; kayaks, canoes and electric trolling motors are permitted.

Mr. Tyree stated the Buck Lake Management Agreement governs Buck Lake and the waterways leading to Buck Lake. Rules are very strict and mandate that fishing is prohibited in Buck Lake on Tuesdays, which is a rest day for the lake, but not the retention ponds.

Mr. Rom will make sure the Agreement is transmitted to homeowners.

Mr. Earlywine stated Harmony CDD manages Buck Lake under the Agreement; he will email the Agreement to Mr. Rom, and the Agreement is likely also on their website. He believes that they have more elaborate policies and procedures, as the lake is actively managed.

**THIRD ORDER OF BUSINESS****Public Hearing to Consider the Adoption of  
the Fiscal Year 2024/2025 Budget**

**Mr. Tyree left the meeting briefly at 11:35 a.m., and quorum was temporarily lost.**

The consensus was for Mr. Rom to review the budget but to delay the Public Hearing until Mr. Tyree returns.

**A. Proof/Affidavit of Publication****B. Consideration of Resolution 2024-07, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date**

Mr. Rom reviewed the changes to the proposed Fiscal Year 2025 budget, as discussed at the last meeting, highlighting any line item increases, decreases and adjustments, and explained the reasons for any changes. The Chair worked with Staff to break down a general line item to the appropriate "Field operations" line items. Because only \$310,000 of the \$400,000 line item needed to be expended, assessments previously noticed to Landowners will be less than noticed.

**Mr. Tyree rejoined the meeting at 11:39 a.m., and a quorum was restored.**

**On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, the Public Hearing was opened.**

No affected property owners or members of the public spoke.

**On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, the Public Hearing was closed.**

**On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, Resolution 2024-07, Relating to the Annual Appropriations and Adopting the Budget(s) for the Fiscal Year Beginning October 1, 2024, and Ending September 30, 2025; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.**

**FOURTH ORDER OF BUSINESS**

Public Hearing to Hear Comments and Objections on the Imposition of Maintenance and Operation Assessments to Fund the Budget for Fiscal Year 2024/2025, Pursuant to Florida Law

**A. Proof/Affidavit of Publication****B. Mailed Notice(s) to Property Owners**

These items were included for informational purposes.

**C. Consideration of Resolution 2024-08, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date**

Mr. Rom presented Resolution 2024-08, which allows the CDD to utilize the services of the Property Appraiser and Tax Collector.

**On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, the Public Hearing was opened.**

No affected property owners or members of the public spoke.

**On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, the Public Hearing was closed.**

**On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, Resolution 2024-08, Making a Determination of Benefit and Imposing Special Assessments for Fiscal Year 2024/2025; Providing for the Collection and Enforcement of Special Assessments, Including but Not Limited to Penalties and Interest Thereon; Certifying an Assessment Roll; Providing for Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an Effective Date, was adopted.**

**FIFTH ORDER OF BUSINESS**

Consideration of CFL Landscape Services Inc., Invoice #2185 [Irrigation T&M]

Mr. Rom presented CFL Landscape Services Inc., Invoice #2185 for irrigation work related to a median repair on May 31, 2024, which was already performed.

On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, CFL Landscape Services Inc., Invoice #2185, in the amount of \$3,200, was approved.

## SIXTH ORDER OF BUSINESS

## Ratification Items

### A. United Land Services Proposals

- I. #95220 [Installation of 90 Yards of Playground Mulch]
- II. #101525 [2024 May MI Repairs]

On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, United Land Services Proposal #95220, in the amount of \$6,750, and United Land Services Proposal #101525, in the amount of \$1,784.07, were ratified.

### B. Allsmiths Services Estimates

- I. No. 2259 [Main Entrance Wall and Columns Painting \$4,985]
- II. No. 2260 [Painting of Seven Inside Columns \$2,595]
- III. No. 2261 [Repainting Black Fence Areas \$1,380]

On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, Allsmiths Services Estimates No. 2259, No. 2260 and No. 2261, as presented, were ratified.

### C. Lake Pros, LLC Amendments to Agreement for Aquatic Maintenance Services

- I. Third Amendment [Ponds 14 and 16]
- II. Fourth Amendment [Pond 17]

On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, the Lake Pros, LLC Third Amendment for Ponds 14 and 16 and Fourth Amendment for Pond 17 to the Agreement for Aquatic Maintenance Services, were ratified.

**D. Cascade Fountains Div. Fountain Design Group, Inc., Fountain Maintenance Proposal #7027 [Quarterly Cleaning on Seven (7) Lake Fountains]**

**On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, Cascade Fountains Div. Fountain Design Group, Inc., Fountain Maintenance Proposal #7027 for Quarterly Cleaning on Seven (7) Lake Fountains, at a quarterly cost of \$665, was ratified.**

**SEVENTH ORDER OF BUSINESS**

**Discussion: Gate Installation on Harmony West Trails**

This item was discussed during the Second Order of Business.

**EIGHTH ORDER OF BUSINESS**

**Discussion: Fishing and Hunting Activity in CDD-Owned Stormwater Ponds**

This item was discussed during the Second Order of Business.

**NINTH ORDER OF BUSINESS**

**Discussion: Florida Gas Transmission Company, LLC, 5-day FERC**

Ms. Thomas stated she received a call last week advising that a notice should have been received from Florida Gas Transmission Company, LLC (FGT) to provide five-day notice of construction in the existing easement related to the natural gas pipeline regulated by the Florida Energy Regulatory Commission (FERC). The District Engineer, Staff and Mr. Tyree reviewed the letter and everything seems to be in order. FGT understands that it will replace anything that it breaks. A water test will be done and when additional piping is installed or original piping is upgraded, a 73,000-gallon water test will be performed. The Agreement states that FGT will fix, maintain and restore the original structure to its original condition. The Agreement was sent to Mr. Earlywine for review.

Mr. Earlywine suggested adding an insurance requirement, a provision for attorney's fees and a right to inspect. He stated that FGT already has a Gas Easement Agreement, so it has a right to access and perform the work.

Mr. Rom stated that Mr. Hills was asked to take photographs before work begins.

Staff will work with Mr. Hills to have the HOA send an e-blast to inform homeowners.

On MOTION by Mr. Tyree and seconded by Ms. Kaercher, with all in favor, the Florida Gas Transmission Company, LLC Agreement, in substantial form and to be amended as discussed, and authorizing the Chair or Vice Chair to execute, was approved.

**TENTH ORDER OF BUSINESS**

Presentation of Audited Financial Report for the Fiscal Year Ended September 30, 2023, Prepared by Berger, Toombs, Elam, Gaines & Frank

This item was deferred.

**ELEVENTH ORDER OF BUSINESS**

Consideration of Resolution 2024-09, Hereby Accepting the Audited Financial Statements for the Fiscal Year Ended September 30, 2023

This item was deferred.

**TWELFTH ORDER OF BUSINESS**

Acceptance of Unaudited Financial Statements as of May 31, 2024

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

**THIRTEENTH ORDER OF BUSINESS**

Approval of April 18, 2024 Regular Meeting Minutes

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

**FOURTEENTH ORDER OF BUSINESS**

Staff Reports

A. District Counsel: Kutak Rock LLP

B. District Engineer: Poulos & Bennett, LLC

There were no District Counsel or District Engineer reports.

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

Mr. Hills reported the following:

- The front wall was painted. The columns and black fencing look really good.
- There are no problems at the playgrounds or the parks.
- A few areas of dead sod were caused by irrigation problems. A proposal for replacement was requested from United. Irrigation issues are being addressed.

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

- **818 Registered Voters in District as of April 15, 2024**

Mr. Rom stated that one candidate qualified to run in the General Election. The Board and Staff look forward to welcoming a resident to the Board.

- **NEXT MEETING DATE: August 15, 2024 at 10:30 AM**

- **QUORUM CHECK**

The next meeting will be held on August 15, 2024; it is unlikely to be canceled.

**FIFTEENTH ORDER OF BUSINESS**

**Board Members' Comments/Requests**

There were no Board Members' comments or requests.

**SIXTEENTH ORDER OF BUSINESS**

**Public Comment**

A resident stated that one of the trees behind the mail station is missing and two are dead. Mr. Hills will inspect the area where live oak trees should be present.

Discussion ensued regarding damaged trees by the lake and possible causes of the damage, including deer rutting and trespasser vandalism. The area will be inspected.

**SEVENTEENTH ORDER OF BUSINESS**

**Adjournment**

|                                                                                                                           |
|---------------------------------------------------------------------------------------------------------------------------|
| <p><b>On MOTION by Ms. Kaercher and seconded by Mr. Tyree, with all in favor, the meeting adjourned at 11:54 a.m.</b></p> |
|---------------------------------------------------------------------------------------------------------------------------|

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

\_\_\_\_\_  
Chair/Vice Chair

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

**STAFF**  
**REPORTS**

| HARMONY WEST COMMUNITY DEVELOPMENT DISTRICT                                            |                            |                 |
|----------------------------------------------------------------------------------------|----------------------------|-----------------|
|                                                                                        |                            |                 |
| BOARD OF SUPERVISORS FISCAL YEAR 2024/2025 MEETING SCHEDULE                            |                            |                 |
|                                                                                        |                            |                 |
| LOCATION                                                                               |                            |                 |
| <i>Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744</i> |                            |                 |
|                                                                                        |                            |                 |
| DATE                                                                                   | POTENTIAL DISCUSSION/FOCUS | TIME            |
|                                                                                        |                            |                 |
| <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>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> |
|                                                                                        |                            |                 |