

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

March 20, 2025

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

March 13, 2025

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 March 20, 2025 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. Discussion/Consideration: Buck Lake Related Items
 - A. March 21, 2024 Buck Lake Committee Meeting Minutes
 - B. Bio-Tech Consulting Inc., Proposal No. 25-434 for Environmental Services
 - C. Cost Details
4. Ratification Items
 - A. Acquisition of Villages at Harmony Phases 2E & 2F Improvements
 - B. United Land Services Proposal #152687 March 2025 MP Rotary Nozzle Upgrade
 - C. United Land Services Proposal #152688 April 2025 MP Rotary Nozzle Upgrade
5. Acceptance of Unaudited Financial Statements as of January 31, 2025
6. Approval of December 19, 2024 Regular Meeting Minutes
7. 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: April 17, 2025 at 10:30 AM [Presentation of FY2026 Proposed Budget]

○ QUORUM CHECK

SEAT 1	SHELLEY KAERCHER	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 2	CHRIS TYREE	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 3	KATHLEEN MYERS	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 4	KOLTON BENSON	☐ IN PERSON	☐ PHONE	☐ NO
SEAT 5	ROGER VAN AUKE	☐ IN PERSON	☐ PHONE	☐ NO

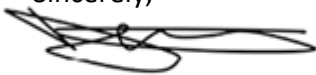
8. Board Members' Comments/Requests

9. Public Comment

10. Adjournment

Should you have any questions or concerns, please do not hesitate to contact me directly at (561) 909-7930 or Kristen Thomas at 561-517-5111.

Sincerely,



Daniel Rom
District Manager

FOR BOARD MEMBERS & STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT CODE: 8664977

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

3A

DRAFT

**MINUTES OF MEETING
HARMONY WEST CDD & HARMONY CDD
BUCK LAKE COMMITTEE**

The Members of Buck Lake Committee held a Meeting on March 21, 2024 at 10:00 a.m.,
at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

Present were:

Daniel Rom	Harmony West CDD District Manager
Kristen Thomas	Wrathell, Hunt and Associates, LLC
Jere Earlywine (via telephone)	Harmony West CDD District Counsel
Chris Tyree	Harmony West CDD Representative
Mark Le Menager	Harmony CDD Representative
Jay Baker	Bio-Tech Consulting
Angel Montagna (via telephone)	Inframark
Brenda Burress (via telephone)	Inframark

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 10:07 a.m. Harmony CDD (HCDD) Board
Member representative Mark Le Menager and Harmony West CDD (HWCCD) Board Member
representative Chris Tyree were present.

SECOND ORDER OF BUSINESS

**Review of Minutes from March 16, 2023
Committee Meeting**

Mr. Rom presented the March 16, 2023 Committee Meeting Minutes.

The following change was made:

Line 18: Change "10:36" to "10:04"

Mr. Rom stated that the revisions will be made and minutes forwarded to the HWCCD
and HCDD Boards for approval.

THIRD ORDER OF BUSINESS

**Review of Annual Meeting Committee
Items**

Mr. Rom presented the following:

A. Financial Activity for Fiscal Year 2024

Mr. Rom stated the only cost share expenses pertain to the Bio-Tech Consulting Inc. (Bio-Tech) invoices for Fiscal Year 2024. Monthly visits have been performed; however, invoices have not yet been received. Invoices will be compiled and shared periodically.

B. Current Year Treatment Plans

Mr. Rom presented the First Addendum to the Bio-Tech Consulting Agreement.

Mr. Le Menager asked Mr. Baker to describe the services Bio-Tech offers.

Mr. Baker stated that Bio-Tech manages all nuisance and exotic vegetation in the lake; herbicides are applied to vegetation, such as hydrilla and water hyacinths, via airboat to ensure that the lake does not get overgrown.

Mr. Earlywine stated that, in addition to aesthetic components, Bio-Tech ensures that the CDDs remain in compliance with their permits.

C. Buck Lake Management Plan

Mr. Rom stated the Buck Lake Management Plan was worked on extensively during the last several years by the Committee Members and Bio-Tech; no recommendations were received to change the Management Plan.

Mr. Le Menager stated the Management Plan is acceptable.

D. Buck Lake Policies

Mr. Rom presented the HCDD & HWCDD Joint Policies, which are unchanged since last year.

Mr. Le Menager stated the HCDD has no recommendations or changes at this time.

FOURTH ORDER OF BUSINESS

**Evaluation of Maintenance Services for
Fiscal Year 2025**

Mr. Rom stated that Bio-Tech reevaluated costs and determined that the monthly rate needs to increase by \$100. The cost will increase from \$1,200 per event for 12 months to \$1,300 per event for 12 months, for a total price of \$15,600. The General Project Coordination

hourly not-to-exceed total price is unchanged at \$1,750; it has not been necessary to engage General Project Coordination services over the last year.

Mr. Le Menager agreed and stated the increase seems reasonable.

Mr. Baker stated the cost increase was necessitated by an increase in herbicide prices.

Mr. Rom stated that, upon approval by the CDD Boards, Mr. Earlywine will draft an updated Amendment to the Agreement.

FIFTH ORDER OF BUSINESS

Committee Comments/Requests

There were no Committee comments or requests.

SIXTH ORDER OF BUSINESS

**Next Meeting Date: March 20, 2025 at
10:00 A.M.**

The next meeting will be held on March 20, 2025 at 10:00 a.m.

SEVENTH ORDER OF BUSINESS

Adjournment

There being nothing further to discuss, the meeting adjourned at 10:13 a.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

89
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91
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Secretary/Assistant Secretary

Chair/Vice Chair

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

3B



March 11, 2025

Daniel Rom
Wrathell, Hunt and Associates, LLC - Boca Raton
2300 Glades Road
#410W
Boca Raton, Florida 33431

Proj: Harmony West Buck Lake - 2025 Maintenance
Re: Proposal for Environmental Services - (BTC Proposal No. 25-434)

Dear Daniel:

Bio-Tech Consulting (BTC) is pleased to provide this proposal for environmental services associated with Harmony West Buck Lake - 2025 Maintenance in Osceola County. If you would like BTC to proceed with the scope outlined herein, please sign the signature block, complete the billing information section and initial where provided, then return to my attention.

Should you have any questions or require any additional information, please do not hesitate to contact this office at (407) 894-5969 or toll free at (877) 894-5969. Thank you.

Regards,
Jay Baker
Vice President

Orlando: Main Office
3025 East South Street
Orlando, FL 32803

Jacksonville Office
11235 St Johns Industrial Pkwy N
Suite 2
Jacksonville, FL 32246

Tampa Office
6011 Benjamin Road
Suite 101B
Tampa, FL 33634

Vero Beach Office
4445 N A1A
Suite 221
Vero Beach, FL 32963

Key West Office
1107 Key Plaza
Suite 259
Key West, FL 33040

Land & Aquatic
Management Operations
3825 Rouse Road
Orlando, FL 32817

407.894.5969
877.894.5969
407.894.5970 fax

**PROPOSAL FOR ENVIRONMENTAL SERVICES
HARMONY WEST BUCK LAKE - 2025 MAINTENANCE
BTC PROPOSAL No. 25-434**

1. MAINTENANCE MONTHLY - LAKESHORES (75-10)

This task will consist of herbicide treatment of nuisance and invasive exotic vegetation from the lakeshore areas. Maintenance events will occur monthly.

NOTES: \$1,400.00 per event for 12 months.

TOTAL PRICE: \$16,800.00

2. GENERAL PROJECT COORDINATION (65-0)

Project coordination will cover any requested reports, meetings, telephone calls, or other consultation as needed for the project.

Hourly Not to Exceed Total Price: \$1,750.00

Bio-Tech Consulting
Time & Materials Schedule

Expert Witness	\$350.00-\$400.00/Hour
President, John Miklos	\$250.00/hour
Vice President/Directors	\$175.00/Hour
Senior Scientist	\$150.00/Hour
Project Manager	\$150.00/Hour
Wildlife Specialist	\$140.00/Hour
Field Biologist	\$130.00/Hour
Field Technician	\$105.00/Hour
GIS	\$110.00/Hour
Administrative	\$65.00/Hour
Materials Cost	Cost + 12%

Bio-Tech Consulting's company policy requires that the Proposal for Services must be executed and returned via fax, email or post prior to initiation of any work associated with this scope and/or project. The client will only be billed for the tasks and/or hours completed. Fees and all other charges will be billed monthly or as the work progresses and the net amount shall be due at the time of invoicing. Any Time and Materials work is based on the above rates and any actual costs incurred. Any work requested outside of this Proposal for Services described above would require either an additional contract or authorization for Time and Materials. Please note that the hourly rates are subject to the current year's pricing. Any balance remaining unpaid after 30 days of initial invoicing will be subject to an interest charge of 12% APR (not to exceed the maximum rate allowable by law). The client agrees that any balance remaining unpaid after 90 days from the date of the initial invoicing shall be deemed in default. The client further agrees that in the event payment is not made and the amount is referred to a Collection Agency and/or an attorney, to pay all cost of collection, including but not limited to, all collection agency fees, attorney's fees, paralegal fees, court costs, and investigative fees. It is also agreed that if legal action is necessary to collect on the account, the State of Florida, Orange County, will retain jurisdiction and venue over the matter. Client confirms project limits as outlined/illustrated in this agreement, accepts the general conditions attached herein and agrees that Bio-Tech Consulting, LLC, and its staff and assigns, have full access to the identified property, for the purposes of completing the tasks identified in the above Proposal for Services.

MUTUALLY UNDERSTOOD AND AGREED:



John Miklos, President
Bio-Tech Consulting, LLC

March 11, 2025

Date

Authorized Signatory

Date

INITIAL:  (BTC) _____ (Client)

MANDATORY

Billing/Accounts Payable Contact:

Billing Information: Name: _____
 Title: _____
 Company: _____
 Address: _____

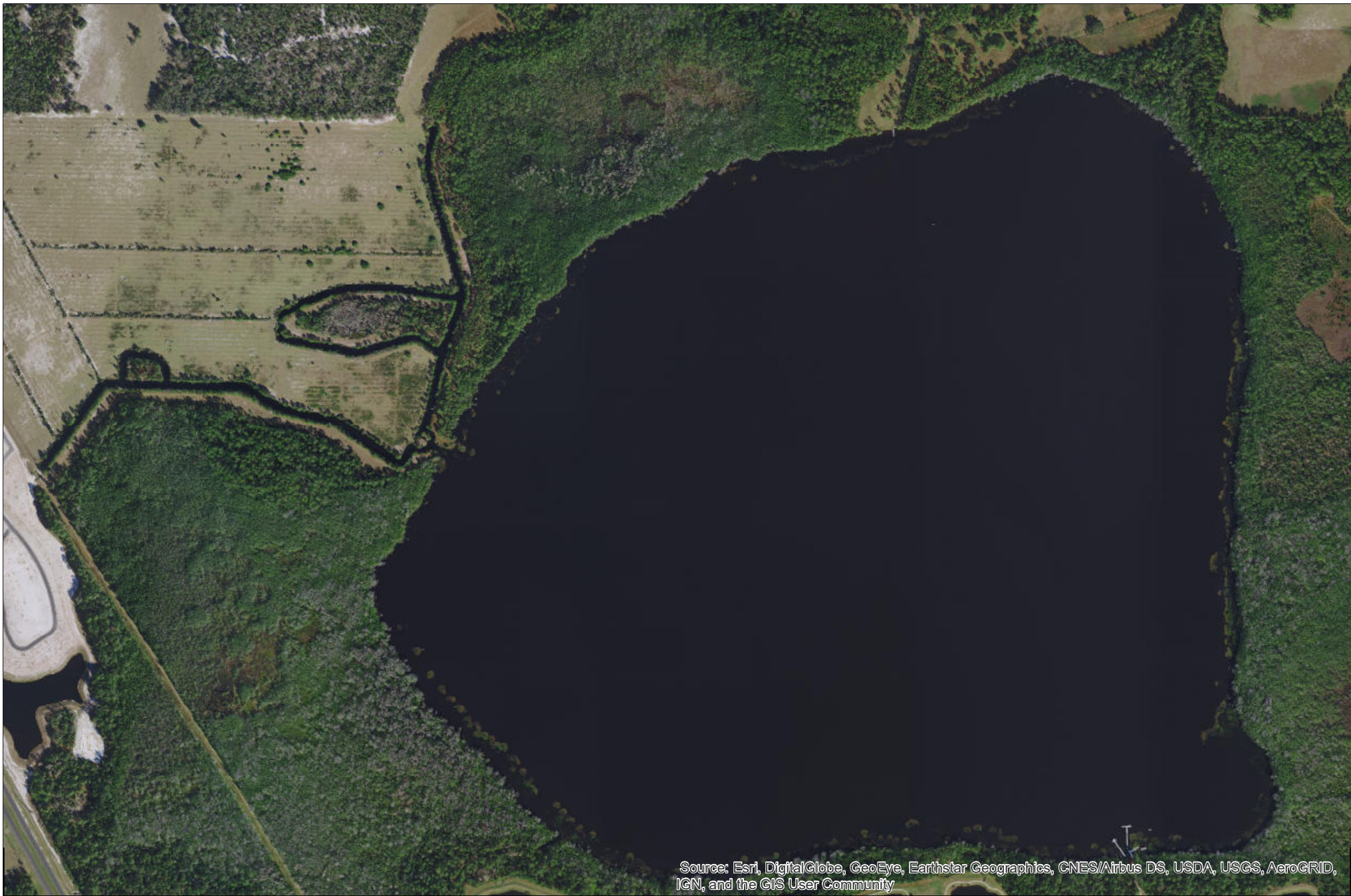
 Phone: _____
 Cell: _____
 Fax: _____
 E-mail: _____

☐

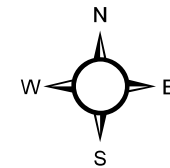
Please check here if you prefer to receive a paper invoice

Landowner/Access Contact Information:

Name: _____
Phone: _____
Gate Code: _____
Access Point: _____
Tenants Present: _____
Other Relevant Information:



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



Bio-Tech Consulting, LLC
General Contract Conditions

SECTION 1: RESPONSIBILITIES

1.1 Bio-Tech Consulting, LLC heretofore referred to as the “Consultant” has the responsibility for providing the services described under the “Scope of Services” section. The work is to be performed according to accepted standards of care and is to be completed in a timely manner.

1.2 The “Client”, or a duly authorized representative, is responsible for providing the Consultant with a clear understanding of the project nature and scope. The Client shall supply the Consultant with sufficient and adequate information, including, but not limited to, maps, site plans, reports, surveys and designs, to allow the Consultant to properly complete the specified services. The Client shall also communicate changes in the nature and scope of the project as soon as possible during performance of the work so that the changes can be incorporated into the work product.

SECTION 2: STANDARD OF CARE

2.1 Services performed by the Consultant under this Agreement are expected by the Client to be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant’s profession practicing contemporaneously under similar conditions in the locality of the project. No other warranty, expressed or implied, is made.

2.2 The Client recognizes that conditions may vary from those observed at locations where observations and analysis has occurred, and that site conditions may change with time. Data, Interpretations, and recommendations by the Consultant will be based solely on information available to the Consultant at the time of service. The Consultant is responsible for those data, interpretations, and recommendations, but will not be responsible for other parties’ interpretations or use of the information developed.

SECTION 3: SITE ACCESS AND SITE CONDITIONS

3.1 Client will grant or obtain free access to the site for all equipment and personnel necessary for the Consultant to perform the work set forth in this Agreement. The Client will notify any and all possessors of the project site that Client has granted Consultant free access to the site. The Consultant will take reasonable precautions to minimize damage to the site, but it is understood by Client that, in the normal course of work, some damage may occur, and the correction of such damage is not part of this Agreement unless so specified in the Proposal.

SECTION 4: SAMPLE OWNERSHIP AND DISPOSAL

4.1 Any samples obtained from the project during performance of the work shall remain the property of the Client.

4.2 The Consultant will dispose of or return to Client all remaining samples 60 days after submission of report covering those samples. Further storage or transfer of samples can be made at Client’s expense upon Client’s prior written request.

SECTION 5: BILLING AND PAYMENT

5.1 Consultant will submit invoices to Client monthly or upon completion of services. Invoices will show charges for different personnel and expense classification.

5.2 Payment is due 30 days after presentation of invoice and is past due 31 days from invoice date. Client agrees to pay a finance charge of one percent (1%) per month, or the maximum rate allowed by law, on past due accounts.

5.3 If the Consultant incurs any expenses to collect overdue billing on invoices, the sums paid by the Consultant for reasonable attorney's fees, court costs, Consultant's time, Consultant's expenses, and interest will be due and owing by the Client.

SECTION 6: OWNERSHIP OF DOCUMENTS

6.1 All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by the Consultant, as instruments of service, shall remain the property of the Consultant.

6.2 Client agrees that all reports and other work furnished to the Client or his agents, which are not paid for, will be returned upon demand and will not be used by the Client for any purpose.

6.3 The Consultant will retain all pertinent records relating to the services performed for a period of five years following submission of the report, during which period the records will be made available to the Client at all reasonable times.

SECTION 7: DISCOVERY OF UNANTICIPATED HAZARDOUS MATERIALS

7.1 Client warrants that a reasonable effort has been made to inform Consultant of known or suspected hazardous materials on or near the project site.

7.2 Under this agreement, the term hazardous materials will include hazardous materials (40 CFR 172.01), hazardous wastes (40 CFR 261.2), hazardous substances (40 CFR 300.6), petroleum products, polychlorinated biphenyls and asbestos.

7.3 Hazardous materials may exist at a site where there is no reason to believe they could or should be present. Consultant and Client agree that the discovery of unanticipated hazardous materials constitutes a changed condition mandating a renegotiation of the scope of work. Consultant and Client also agree that the discovery of unanticipated hazardous materials may make it necessary for Consultant to take immediate measures to protect health and safety. Client agrees to compensate Consultant for any equipment decontamination or other costs incident to the discovery of unanticipated hazardous waste.

7.4 Consultant agrees to notify Client when unanticipated hazardous materials or suspected hazardous materials are encountered. Client agrees to make any disclosures required by law to the appropriate governing agencies. Client also agrees to hold Consultant harmless for any and all consequences of disclosure made by Consultant which are required by governing law. In the event the project site is not owned by Client, Client recognizes that it is the Client's responsibility

to inform the property owner of the discovery of unanticipated hazardous materials or suspected hazardous materials.

7.5 Notwithstanding any other provision of the Agreement, Client waives any claim against Consultant, and to the maximum extent permitted by law, agrees to defend, indemnify, and save Consultant harmless from any claim, liability, and/or defense costs for injury or loss arising from Consultant's discovery of unanticipated hazardous materials or suspected hazardous materials including any costs created by delay of the project and any cost associated with possible reduction of the property's value. Client will be responsible for ultimate disposal of any samples secured by the Consultant which are found to be contaminated.

SECTION 8: RISK ALLOCATION

8.1 Unless a Client specific certificate of liability insurance is requested at time of proposal acceptance, Client agrees that Consultant's liability for any damage on account of any error, omission or other professional negligence will be limited to a maximum of \$10,000.

SECTION 9: INSURANCE

9.1 The Consultant represents and warrants that it and its agents, staff and Consultants employed by it, is and are protected by or exempt from worker's compensation insurance and that Consultant has such coverage under public liability and property damage insurance policies which the Consultant deems to be adequate. Certificates for all such policies of insurance shall be provided to Client upon request in writing. Within the limits and conditions of such insurance, Consultant agrees to indemnify and save Client harmless from and against loss, damage, or liability arising from negligent acts by Consultant, its agents, staff, and consultants employed by it. The Consultant shall not be responsible for any loss, damage or liability beyond the amounts, limits, and conditions of such insurance or the limits described in Section 8, whichever is less. The Client agrees to defend, indemnify and save consultant harmless for loss, damage or liability arising from acts by client, client's agent, staff, and other consultants employed by Client.

SECTION 10: DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in controversy between Consultant and Client arising out of or in any way related to this Agreement will be submitted to 'alternative dispute resolution' (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law.

10.2 If a dispute at law arises related to the services provided under this Agreement and that dispute requires litigation instead of ADR as provided above, then: (a) the claim will be brought and tried in judicial jurisdiction of the court of the county where Consultant's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction, and (b) the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorney's fees, and other claim related expenses.

SECTION 11: TERMINATION

11.1 This agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination shall not be effective if that substantial failure has been remedied before expiration of the period specified in the written notice. In the event of termination, Consultant shall be paid for services performed pursuant to this agreement through the date of termination.

11.2 In the event of termination or suspension for more than (3) three months, prior to completion of all reports contemplated by this Agreement, Consultant may complete such analyses and records as are necessary to complete his files and also complete a report on the services performed to the date of notice of termination or suspension. The Consultant shall be entitled to payment for services for said completion, including all direct costs associated in completing such analyses, records and reports.

SECTION 12: ASSIGNS

12.1 Neither the Client nor the Consultant may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent of the other party.

SECTION 13: GOVERNING LAW AND SURVIVAL

13.1 The laws of the State of Florida will govern the validity of these terms, their interpretation and performance.

13.2 If any of the provisions contained in this Agreement are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions will not be impaired. Limitations of liability and indemnities will survive termination of this Agreement for any cause.

HARMONY WEST

COMMUNITY DEVELOPMENT DISTRICT

3C

Harmony West CDD

INVOICE

2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone 561.571.0010 Fax 561.571.0013

DATE: 20-Dec-2024
INVOICE # 122024
FOR: *Buck Lake Cost
Shared Expenses*

Bill To:

Harmony CDD
3500 Harmony Square Drive W.
Harmony, FL 34773

DESCRIPTION	AMOUNT
Aquatic Management Consulting - total cost share expenses	\$ 6,000.00
General Coordination - total cost share	175.00
Gross total cost share	\$ 6,175.00
NET TOTAL	\$ 3,087.50

Make all checks payable to Harmony West CDD



Invoice

Invoice #: 173971

Invoice Date: 6/19/2023

Project Manager: JEB

Project #: 1277-01 Ha...

Contract #: 21-1034

Bill To:

Harmony West CDD Buck Lake
2300 Glades Rd
Suite 410W
Boca Raton, FL 33431

537.003

001

202.005

Project Name: Harmony West Buck Lake
(21-1034)

Terms:

Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
5/30/2023	75-03	Initial Maintenance	3,500.00	3,500.00	3,500.00	0	100.00%	0.00
	75-10	Monthly Maintenance - Lakeshore	14,400.00	1,200.00	12,000.00	1	91.67%	1,200.00
Cost-share								

We appreciate your business!

Current Charges

\$1,200.00

Payments/Credits

\$0.00

Invoice Total

\$1,200.00



Bio-Tech Consulting Inc.

Environmental and Permitting Services
3025 E. South Street | Orlando, FL 32803
(407) 894-5969 | info@btc-inc.com
(877) 894-5969 | www.bio-techconsulting.com

Invoice

Invoice #: 174538
Invoice Date: 8/2/2023
Project Manager: JEB
Project #: 1277-01 Ha...
Contract #: 23-093

Bill To:**537.003****Project Name:** Harmony West Buck Lake
(23-093)

Harmony West CDD Buck Lake
2300 Glades Rd
Suite 410W
Boca Raton, FL 33431

Terms:

Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
6/27/2023	75-10	Monthly Maintenance - Lakeshores				1.0		
7/25/2023	75-10	Monthly Maintenance - Lakeshores				1.0		
	75-10	Monthly Maintenance - Lakeshores - ***TOTAL***	14,400.00	1,200.00		2.0	16.67%	2,400.00
	65-00	General Coordination - ***TOTAL***	1,750.00	175.00		1.0	10.00%	175.00
3/15/2023	65-00VPD	General Coordination - double check reports/Committee meeting				0.5		
3/16/2023	65-00VPD	General Coordination - double check reports/Committee meeting				0.5		
Cost-share								
Current Charges								\$2,575.00

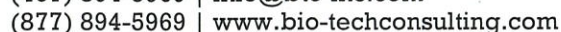
We appreciate your business!

Payments/Credits

\$0.00

Invoice Total

\$2,575.00



*****We appreciate your business!*****

Invoice

Invoice #: 177495
 Invoice Date: 12/19/2023
 Project Manager: JEB
 Project #: 1277-01 Har...
 Contract #: 23-093

Bill To:
 Harmony West CDD Buck Lake
 2300 Glades Rd
 Suite 410W
 Boca Raton, FL 33431

Project Name: Harmony West Buck Lake
 (23-093)

Terms: Net 30

Date	Item	Description	Rate	Qty	Total
10/31/2023	75-10	Monthly Maintenance - Lakeshores		1	
11/28/2023	75-10	Monthly Maintenance - Lakeshores		1	
	75-10	Monthly Maintenance - Lakeshores -	1,200.00	2	2,400.00
		TOTAL			
11/20/2023	65-00	General Coordination - Lynn Hayes-Inframark	175.00	0.5	87.50

Harmony CDD only.
 No cost-share; not related
 to Buck Lake agreement.

We appreciate your business!

Current Charges \$2,487.50

Payments/Credits \$0.00

Invoice Total \$2,487.50



Invoice

3025 E. South Street | Orlando, FL 32803
(407) 894-5969 | info@btc-inc.com
(877) 894-5969 | www.bio-techconsulting.com

Invoice #: 178014
Invoice Date: 4/9/2024
Project Manager: JEB
Project #: 1277-01 Ha...
Contract #: 23-093

Bill To:

Harmony West CDD Buck Lake
2300 Glades Rd
Suite 410W
Boca Raton, FL 33431

Project Name: Harmony West Buck Lake
(23-093)

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount
✓ 12/11/2023	75-10	Monthly Maintenance - Lakeshores				1.0		
✓ 1/8/2024	75-10	Monthly Maintenance - Lakeshores				1.0		
✓ 2/27/2024	75-10	Monthly Maintenance - Lakeshores				1.0		
	75-10	Monthly Maintenance - Lakeshores -	14,400.00	1,200.00	7,200.00	3.0	75.00%	3,600.00
		TOTAL						
	65-00	General Coordination -	1,750.00	175.00	262.50	1.0	25.00%	175.00
		TOTAL						
✓ 12/5/2023	65-00VPD	General Coordination				0.5		
		Lynn Hayes-Inframark, Daniel						
		Rom-HWCDD						
✓ 12/6/2023	65-00VPD	General Coordination				0.5		
		Lynn Hayes-Inframark, Daniel						
		Rom-HWCDD						

Buck Lake
Gen. Coord.

We appreciate your business!

Current Charges \$3,775.00

Payments/Credits \$0.00

Invoice Total \$3,775.00



Environmental and Permitting

3025 E. South Street | Orlando, FL 32803
(407) 894-5969 | info@btc-inc.com
(877) 894-5969 | www.bio-techconsulting.com

Invoice

Invoice #: 180116
Invoice Date: 6/14/2024
Project Manager: JEB
Project #: 1277-01 Ha...
Contract #: 23-093

Bill To:

Harmony West CDD Buck Lake
2300 Glades Rd
Suite 410W
Boca Raton, FL 33431

Project Name: Harmony West Buck Lake
(23-093)

Terms: Net 30

Date	Item #	Description	Contract	Rate	Prev	Qty	Total %	Amount	
✓ 4/29/2024	75-10 65-00	Monthly Maintenance - Lakeshores General Coordination	14,400.00 1,750.00	1,200.00 1,750.00	10,800.00 437.50	1 0	83.33% 25.00%	1,200.00 0.00	Buck Lake

We appreciate your business!

Current Charges \$1,200.00

Payments/Credits \$0.00

Invoice Total \$1,200.00



*****We appreciate your business!*****

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS A

January 10, 2025

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

Re: Letter Agreement for Acquisition of Villages at Harmony Phases 2E & 2F Improvements

Dear Cindy,

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

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

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

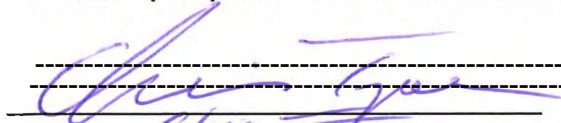
Agreed to by:

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**


Name: Shelley Kaercher
Title: Chair

Sincerely,

FORESTAR (USA) REAL ESTATE GROUP INC.


Name: Chris Lee
Title: Vice President
[SIGNATURE ON FOLLOWING PAGE]

January 10, 2025

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

Re: Letter Agreement for Acquisition of Villages at Harmony Phases 2E & 2F
Improvements

Dear Cindy,

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

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

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

Sincerely,
FORESTAR (USA) REAL ESTATE GROUP INC.

[SIGNATURE ON PRIOR PAGE]

Name: _____
Title: _____


Name: James D. Allen
Title: Executive Vice President

EXHIBIT A

Description of Villages at Harmony Phases 2E & 2F Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Nottingham Reel Court, House Finch Road, Barred Owl Lane, Sadie Bay Road, Grey Moss Drive, Elio Hammock Drive, Cow Prairie Road, Tract RW-1 (Additional Right of Way), Tract LS-1 (Lift Station), all "Drainage and Utility Easements," and all "Utility Easements," as identified in the plat known as *Villages at Harmony Phase 2E and 2F*, as recorded at Plat Book 36, Pages 8 - 15, of the Official Records of Osceola County, Florida.

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Description	CDD Eligible Amount	Paid to Date	Balance Owed	Retainage
Potable Water	\$1,111,875.85	\$965,553.47	\$39,038.66	\$107,283.72
Wastewater	\$2,089,023.44	\$1,822,845.21	\$63,639.87	\$202,538.36
Reclaimed Water	\$643,584.33	\$557,381.92	\$24,541.09	\$61,931.32
Roadways	\$2,655,578.87	\$1,981,799.99	\$453,578.61	\$220,200.27
Surface Water Management	\$1,446,772.92	\$1,282,358.38	\$21,930.27	\$142,484.27
TOTAL:	\$7,947,105.41	\$6,609,938.97	\$602,728.50	\$734,437.94

CORPORATE DECLARATION REGARDING COSTS PAID
[VILLAGES AT HARMONY PHASES 2E & 2F IMPROVEMENTS]

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

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

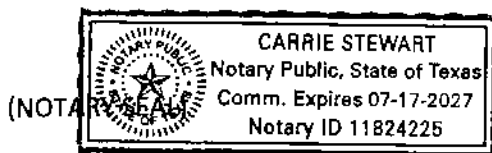
IN WITNESS WHEREOF, the undersigned has executed this certificate for and on behalf of the Developer as of the 21 day of January, 2025.

FORESTAR (USA) REAL ESTATE GROUP INC.


Name: James D. Allen
Title: Executive Vice President

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was sworn and subscribed before me by means of ☒ physical presence or ☐ online notarization this 21 day of January, 2025, by James D. Allen as Executive Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.




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

EXHIBIT A

Description of Villages at Harmony Phases 2E & 2F Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Nottingham Reel Court, House Finch Road, Barred Owl Lane, Sadie Bay Road, Grey Moss Drive, Elio Hammock Drive, Cow Prairie Road, Tract RW-1 (Additional Right of Way), Tract LS-1 (Lift Station), all "Drainage and Utility Easements," and all "Utility Easements," as identified in the plat known as *Villages at Harmony Phase 2E and 2F*, as recorded at Plat Book 36, Pages 8 - 15, of the Official Records of Osceola County, Florida.

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Description	CDD Eligible Amount	Paid to Date	Balance Owed	Retainage
Potable Water	\$1,111,875.85	\$965,553.47	\$39,038.66	\$107,283.72
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TOTAL:	\$7,947,105.41	\$6,609,938.97	\$602,728.50	\$734,437.94

CONTRACTOR ACKNOWLEDGMENT AND RELEASE
[VILLAGES AT HARMONY PHASES 2E & 2F IMPROVEMENTS]

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made to be effective the 10th day of January, 2025, by The Briar Team LLC ("Contractor"), with an address of 4570 Orange Boulevard, Sanford, Florida 32771, in favor of the **Harmony West Community Development District** ("District"), which is a local unit of special-purpose government situated in Osceola County, Florida, and having offices at 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

RECITALS

3/19/24 **WHEREAS**, pursuant to those certain construction agreements dated 3/19/24 and 3/19/24, between Contractor and Forestar (USA) Real Estate Group Inc., ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

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

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

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

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

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

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

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

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

THE BRIAR TEAM LLC

Richard Harbach
By: Richard Harbach
Its: CFO

STATE OF Florida
COUNTY OF Seville

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 10th day of January, 2025, by Richard Harbach as CFO of The Briar Team, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Melissa Leigh Harley
NOTARY PUBLIC, STATE OF Florida
Name: Melissa Leigh Harley
(Name of Notary Public, Printed,
Stamped or Typed as Commissioned)

(NOTARY SEAL)



EXHIBIT A

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TOTAL:	\$7,947,105.41	\$6,609,938.97	\$602,728.50	\$734,437.94

DISTRICT ENGINEER'S CERTIFICATE
[VILLAGES AT HARMONY PHASES 2E & 2F IMPROVEMENTS]

January 9th, 2025

Board of Supervisors
Harmony West Community Development District

Ladies and Gentlemen:

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

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

[CONTINUED ON FOLLOWING PAGE]

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

POULOS & BENNETT, LLC

M. Stehli

Marc Stehli, P.E.

Florida Registration No. 52281

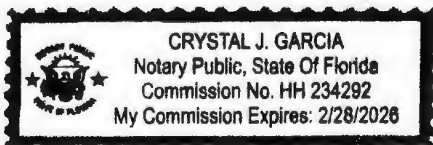
District Engineer

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 9th day of January, 2025, by Marc Stehli as District Engineer of Poulos & Bennett, LLC, and with authority to execute the foregoing on behalf of the entit(ies) identified above, and who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Crystal J. Garcia
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)



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

EXHIBIT A

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BILL OF SALE AND LIMITED ASSIGNMENT
[VILLAGES AT HARMONY PHASES 2E & 2F IMPROVEMENTS]

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective as of the 9 day of January, 2025, by and between **Forestar (USA) Real Estate Group Inc.**, a Delaware corporation, with an address of 10700 Pecan Park Boulevard, Suite 150, Austin, Texas 78750 ("**Grantor**"), and **Harmony West Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431.

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

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

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

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

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

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

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

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

[CONTINUED ON FOLLOWING PAGE]

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

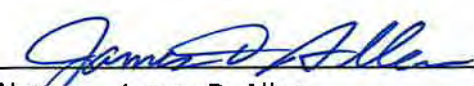
Signed, sealed and delivered by:

WITNESSES

FORESTAR (USA) REAL ESTATE GROUP INC.

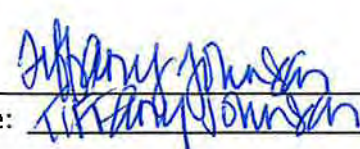
By: 

Name: VICTORIA WALKER



Name: James D. Allen

Title: Executive Vice President

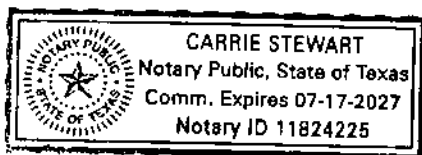
By: 

Name: Tiffany Johnson

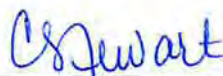
STATE OF TEXAS

COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 21 day of JANUARY 2025, 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 SEAL)



NOTARY PUBLIC, STATE OF TEXAS

Name: CARRIE STEWART

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

EXHIBIT A

Description of Villages at Harmony Phases 2E & 2F Improvements

Utilities - All wastewater lines, potable water lines and reclaimed water lines, including but not limited to all pipes, structures, fittings, valves, services, tees, laterals to the point of connection, manholes, lift stations, facilities, equipment and appurtenances thereto, located within or upon the rights-of-way designated as Nottingham Reel Court, House Finch Road, Barred Owl Lane, Sadie Bay Road, Grey Moss Drive, Elio Hammock Drive, Cow Prairie Road, Tract RW-1 (Additional Right of Way), Tract LS-1 (Lift Station), all "Drainage and Utility Easements," and all "Utility Easements," as identified in the plat known as *Villages at Harmony Phase 2E and 2F*, as recorded at Plat Book 36, Pages 8 - 15, of the Official Records of Osceola County, Florida.

Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements - within or upon rights-of-way designated as Nottingham Reel Court, House Finch Road, Barred Owl Lane, Sadie Bay Road, Grey Moss Drive, Elio Hammock Drive, Cow Prairie Road, Tract RW-1 (Additional Right of Way), as identified in the plat known as *Villages at Harmony Phase 2E and 2F*, as recorded at Plat Book 36, Pages 8 - 15, of the Official Records of Osceola County, Florida.

Surface Water Management – All drainage and surface water management systems, including but not limited to sod, surface water control structures, and pipes, located within or upon the rights-of-way designated as Nottingham Reel Court, House Finch Road, Barred Owl Lane, Sadie Bay Road, Grey Moss Drive, Elio Hammock Drive, Cow Prairie Road, Tract RW-1 (Additional Right of Way), Tracts C-5 and C-6 (Conservation Tracts), Tracts SW-9, SW-10, SW-7, SW-11 and SW-12 (Stormwater Tracts), all "Drainage and Utility Easements," and all "Utility Easements," as identified on the plat entitled, *Villages at Harmony Phase 2E and 2F*, as recorded at Plat Book 36, Pages 8 - 15, of the Official Records of Osceola County, Florida.

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

Description	CDD Eligible Amount	Paid to Date	Balance Owed	Retainage
Potable Water	\$1,111,875.85	\$965,553.47	\$39,038.66	\$107,283.72
Wastewater	\$2,089,023.44	\$1,822,845.21	\$63,639.87	\$202,538.36
Reclaimed Water	\$643,584.33	\$557,381.92	\$24,541.09	\$61,931.32
Roadways	\$2,655,578.87	\$1,981,799.99	\$453,578.61	\$220,200.27
Surface Water Management	\$1,446,772.92	\$1,282,358.38	\$21,930.27	\$142,484.27
TOTAL:	\$7,947,105.41	\$6,609,938.97	\$602,728.50	\$734,437.94

BILL OF SALE
[VILLAGES AT HARMONY PHASES 2E & 2F ROADWAY IMPROVEMENTS]

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

Roadways - All public roads, pavement, curbing and other physical improvements – including but not limited to landscaping elements - within or upon rights-of-way designated as Nottingham Reel Court, House Finch Road, Barred Owl Lane, Sadie Bay Road, Grey Moss Drive, Elio Hammock Drive, Cow Prairie Road, Tract RW-1 (Additional Right of Way), as identified in the plat known as *Villages at Harmony Phase 2E and 2F*, as recorded at Plat Book 36, Pages 8 - 15, of the Official Records of Osceola County, Florida.

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

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

[CONTINUED ON FOLLOWING PAGE]

SIGNATURE PAGE TO BILL OF SALE
[VILLAGES AT HARMONY PHASES 2E & 2F ROADWAY IMPROVEMENTS]

IN WITNESS WHEREOF, the SELLER has hereunto set its hand and seal, by and through its duly authorized representatives, this 10 day of January, 2025.

WITNESSES

By: [Signature]
Name: Alex Madison

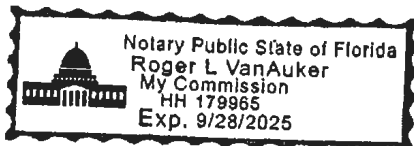
By: [Signature]
Name: Kolton Benson

**HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT**

[Signature]
Name: Shelley Kaercher
Title: Chair

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 10 day of January, 2025, by Shelley Kaercher as Chair of Harmony West Community Development District who is personally known to me or has produced _____ as identification.



(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida

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

This instrument was prepared by:

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

(This space reserved for Clerk)

SPECIAL WARRANTY DEED
[VILLAGES AT HARMONY PHASE 2E AND 2F]

THIS SPECIAL WARRANTY DEED is made to be effective as of the 22 day of January 2025, by and between:

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

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

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Osceola, State of Florida, and more particularly below ("Property"):

Tract RW-1 (Additional Right of Way), Tracts C-5 and C-6 (Conservation Tracts), Tracts SW-9, SW-10, SW-7, SW-11 and SW-12 (Stormwater Tracts), Villages at Harmony Phase 2E and 2F, as recorded at Plat Book 36, Pages 8 - 15, of the Official Records of Osceola County, Florida.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey

said land. Further, the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

RESERVATION OF EASEMENT

GRANTOR hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all drainage, hardscaping, landscaping, irrigation, wetland and related improvements, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor's to maintain, repair or replace any part of the Property or improvements located thereon.

This Special Warranty Deed is subject to the terms and conditions of **Exhibit A**.

[CONTINUED ON FOLLOWING PAGE]

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

WITNESS

FORESTAR (USA) REAL ESTATE GROUP
INC.

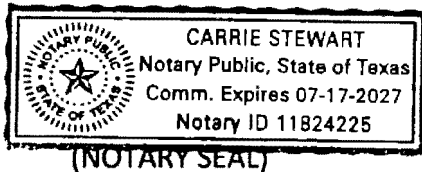
By: *Victoria Walker*
Name: VICTORIA WALKER
Address: 2221 ELAMAR
ARL, TX 76006

By: *James D. Allen*
Name: James D. Allen
Title: Executive Vice President

By: *Jeffrey Johnson*
Name: JEFFREY JOHNSON
Address: 2221 ELAMAR
Arlington, TX 76006

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of January, 2025, by James D. Allen, as Executive Vice President of FORESTAR (USA) REAL ESTATE GROUP INC., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



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

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

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE

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

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

- (b) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is acquiring the

Property **"AS IS, WHERE IS", AND "WITH ALL FAULTS"**. Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims (hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of the delivery and acceptance of this Special Warranty Deed. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Special Warranty Deed. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

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

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

(e) Grantee Parties. The term "*Grantee Party*" or "*Grantee Parties*" means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner's heirs,

successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

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

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

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

This instrument was prepared by:

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

(This space reserved for Clerk)

SPECIAL WARRANTY DEED
[VILLAGES AT HARMONY PHASE 2E AND 2F]

THIS SPECIAL WARRANTY DEED is made to be effective as of the 22 day of January 2025, by and between:

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

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

SPECIAL WARRANTY GRANT OF FEE TITLE

WITNESS THAT GRANTOR, for good and valuable consideration in hand paid by Grantee, the receipt and sufficiency whereof are hereby acknowledged, grants, bargains and conveys to Grantee forever, all of the right, title, interest, claim and demand which the Grantor have in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Osceola, State of Florida, and more particularly below ("Property"):

Tract LS-1 (Lift Station), Villages at Harmony Phase 2E and 2F, as recorded at Plat Book 36, Pages 8 - 15, of the Official Records of Osceola County, Florida.

TOGETHER with all of the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and to have and to hold the same in fee simple forever. Such conveyance is subject to all matters of record; however, reference hereto shall not operate to re-impose the same.

The Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple and that the Grantor has good right and lawful authority to sell and convey said land. Further, the Grantor hereby warrant the title to said land and will defend the same against the lawful claims of all persons or entities whomsoever claiming by, through or under

Grantor, but against none other. Additionally, the Grantor warrants that it has complied with the provisions of Section 196.295, *Florida Statutes*.

Subject to and without waiving the provisions of that certain "Affidavit of Owner" and "Affidavit of Non-Foreign Status (FIRPTA)" executed by Grantor on or about the same date of this Special Warranty Deed, and upon which Grantee has relied in accepting this Special Warranty Deed, this Special Warranty Deed is subject to the terms and conditions of **Exhibit A**.

[CONTINUED ON FOLLOWING PAGE]

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

WITNESS

FORESTAR (USA) REAL ESTATE GROUP
INC.

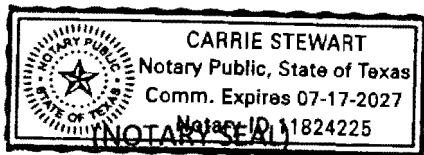
By: *Victoria Walker*
Name: VICTORIA WALKER
Address: 2221 E LAMAR
ARL, TX 76010

By: *James D. Allen*
Name: James D. Allen
Title: Executive Vice President

By: *William Johnson*
Name: William Johnson
Address: 2221 E LAMAR
Arlington, TX 76010

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of January, 2025, by James D. Allen, as Executive Vice President of FORESTAR (USA) REAL ESTATE GROUP INC., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



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

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

EXHIBIT A

ADDITIONAL TERMS AND CONDITIONS OF CONVEYANCE

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

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

- (j) RELEASE AND WAIVER OF CLAIMS. Grantee agrees that Grantor shall not be responsible or liable to Grantee for any defect, errors, or omissions in or relating to the development and/or entitlement of, or construction of improvements on or related to, the Property, latent or otherwise, or on account of any other conditions affecting the Property, as Grantee is acquiring the

Property **"AS IS, WHERE IS", AND "WITH ALL FAULTS"**. Grantee, on its own behalf and on behalf of anyone claiming by, through or under Grantee and on behalf of all other Grantee Parties (hereinafter defined), to the maximum extent permitted by applicable law, irrevocably and unconditionally waives, releases, discharges and forever acquits the Grantor Parties (hereinafter defined) from any and all Claims (hereinafter defined) of any nature whatsoever known or unknown, suspected or unsuspected, fixed or contingent, which Grantee may now or hereafter have, own, hold or claim to have, own or hold, or at any time heretofore may have had, owned, held or claimed to have, own or hold, against Grantor or any of the Grantor Parties, relating to the Property, including, without limitation, the physical condition of the Property, the environmental condition of the Property, the entitlements for the Property, any hazardous materials that may be on or within the Property and any other conditions existing, circumstances or events occurring on, in, about or near the Property whether occurring before, after or at the time of the delivery and acceptance of this Special Warranty Deed. Grantee agrees that the waivers and releases set forth above extend to all Claims of any nature and kind whatsoever, known or unknown, suspected or not suspected, and shall be effective upon the delivery and acceptance of this Special Warranty Deed. **WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTEE, FOR ITSELF AND ON BEHALF OF THE GRANTEE PARTIES, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAWS, WITH RESPECT TO ALL OR A PART OF THE PROPERTY, HEREBY EXPRESSLY WAIVES, RELEASES AND RELINQUISHES ANY AND ALL CLAIMS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE AGAINST GRANTOR AND/OR ANY ONE OR MORE OF THE GRANTOR PARTIES, WHETHER KNOWN OR UNKNOWN, WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE PRESENCE OR EXISTENCE OF HAZARDOUS MATERIALS AT, ON, IN, NEAR, UNDER, OR ABOUT THE PROPERTY, OR WITH RESPECT TO ANY PAST, PRESENT, OR FUTURE VIOLATIONS OF ENVIRONMENTAL LAWS, INCLUDING, WITHOUT LIMITATION (I) ANY AND ALL RIGHTS GRANTEE OR ANY GRANTEE PARTY MAY NOW OR HEREAFTER HAVE TO SEEK CONTRIBUTION FROM GRANTOR OR ANY GRANTOR PARTIES UNDER SECTION 113(F) OF OR OTHERWISE UNDER CERCLA, AS AMENDED, INCLUDING BY THE SUPERFUND AMENDMENTS AND REAUTHORIZATION ACT OF 1986 (42 U.S.C. §9613), AS THE SAME MAY BE FURTHER AMENDED OR REPLACED BY ANY SIMILAR LAW, RULE OR REGULATION; (II) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, NOW OR HEREAFTER EXISTING, WITH RESPECT TO THE PROPERTY UNDER SECTION 107 OF CERCLA (42 U.S.C. §9607); AND (III) ANY AND ALL CLAIMS, WHETHER KNOWN OR UNKNOWN, AND WHETHER BASED ON STRICT LIABILITY OR OTHERWISE, UNDER OTHER APPLICABLE ENVIRONMENTAL LAWS OR BASED ON NUISANCE, TRESPASS OR ANY OTHER COMMON LAW OR STATUTORY PROVISIONS.** Grantee further acknowledges and agrees that each of these releases shall be given full force and effect according to each of its expressed terms and provisions, including but not limited to those relating to unknown, unforeseen, and/or unsuspected claims, damages, and causes of action. To the maximum extent permitted by applicable law, these covenants releasing Grantor and the Grantor Parties shall be a covenant running with the Property and shall be binding upon Grantee and each of the Grantee Parties.

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

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

(m) Grantee Parties. The term *"Grantee Party"* or *"Grantee Parties"* means and includes: (i) any Grantee Affiliate; (ii) any future owner of any portion of the Property, such owner's heirs,

successors and assigns; and (iii) any other party who asserts a Claim against Grantor or any Grantor Party if such Claim is made by, through, or under Grantee.

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

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

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

This instrument was prepared by:

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

**EASEMENT AGREEMENT
[VILLAGES AT HARMONY PHASES 2E & 2F]**

THIS EASEMENT AGREEMENT is made and entered into this 22 day of January, 2025, by and among:

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

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

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

WITNESSETH:

WHEREAS, the District was established pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, as amended ("**Act**"), and is validly existing under the Constitution and laws of the State of Florida; and

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

WHEREAS, by virtue of those certain plats identified as ***Villages at Harmony Phase 2E and 2F***, as recorded at Plat Book 36, Pages 8 - 15, of the Official Records of Osceola County, Florida, among other documents, Developer has dedicated easements to the District over the areas and for the purposes more particularly depicted and described on the Plat; and

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

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

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

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

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

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

A) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, and the construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities, located within all drainage easement areas including those labeled "**Drainage and Utility Easements,**" and all "**Utility Easements,**" as identified in the plat known as *Villages at Harmony Phase 2E and 2F*, as recorded at Plat Book 36, Pages 8 - 15, of the Official Records of Osceola County, Florida; and

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

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

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

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

7. **Enforcement of Agreement.** In the event that either District, Developer or Association seek to enforce this Easement Agreement by court proceedings or otherwise, then the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees, paralegal fees, and expert witness fees and costs for trial, alternative dispute resolution or appellate proceedings.

8. **Notices.** Any notice, demand, consent, authorization, request, approval, or other communication that any party is required, or may desire, to give to or make upon the other party pursuant to this Easement Agreement shall be effective and valid only if in writing and delivered personally to the other Parties or sent by express 24-hour guaranteed courier or delivery service or by certified mail of the United States Postal Service, postage prepaid and return receipt requested, addressed to the other party as follows at the addresses first set forth above (or to such other place as any party may by notice to the others specify). Notice shall be deemed given when received, except that if delivery is not accepted, notice shall be deemed given on the date of such non-acceptance. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving notice would otherwise expire on a non-business day, the notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the Developer and Association and counsel(s) for Grantee may deliver Notice on behalf of the Developer and Association and Grantee, respectively.

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

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

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

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

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

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

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

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

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

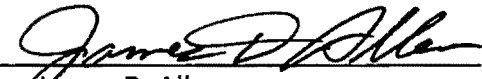
[SIGNATURES ON NEXT PAGE]

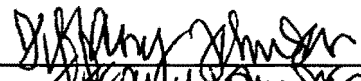
IN WITNESS WHEREOF, Developer, Association and Grantee have caused these presents to be executed on the day and year first above written.

WITNESS

FORESTAR (USA) REAL ESTATE GROUP
INC.

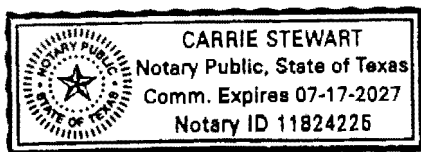
By: 
Name: VICTORIA WALKER
Address: 2221 E LAMAR
ARL, TX 76012

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

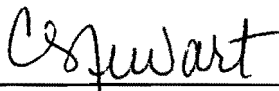
By: 
Name: CARRIE STEWART
Address: 2221 E LAMAR
ARLINGTON, TX 76012

STATE OF TEXAS
COUNTY OF TARRANT

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 21 day of JANUARY, 2025, by James D. Allen a Executive Vice President of Forestar (USA) Real Estate Group Inc., a Delaware corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)


NOTARY PUBLIC, STATE OF TEXAS

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

[Signatures continue on following page]

WITNESS

HARMONY WEST HOMEOWNERS
ASSOCIATION, INC.

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

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

By: [Signature]
Name: Kolton Benson
Address:
1064 Greenwood Blvd Suite 200
LAKE MARY, FL 32746

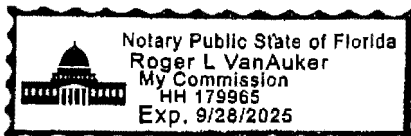
STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of January, 2025, by Shelley Kaercher as President of Harmony West Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced as identification.

[Signature]
NOTARY PUBLIC, STATE OF Florida

(NOTARY SEAL)

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



[Signatures continue on following page]

WITNESS

HARMONY WEST COMMUNITY
DEVELOPMENT DISTRICT

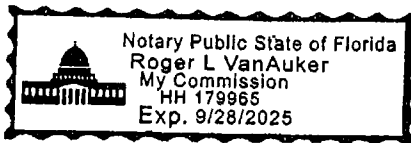
By: [Signature]
Name: Alex Madison
Address:
1064 Greenwood Blvd, Suite 200
Lake Mary, FL, 32746

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

By: [Signature]
Name: Kolton Benson
Address:
1064 Greenwood Blvd Suite 200
LAKE MARY, FL 32746

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of January, 2025, by Shelley Kaercher as Chair of the Harmony West Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, on behalf of said entity, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF Florida

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

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

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS B



Proposal #152687

Date: 2/24/2025

Tony Roberts

Customer:

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

Property:

Harmony West CDD
Botanic Blvd & Adler Rd
St Cloud, FL 34773

March 2025 upgrade MP Rotary nozzles from 1000 to 2000 for proper coverage

March 2025 Upgrade MP rotary nozzles from 1000 to 2000 for proper coverage

Labor and materials

Upgrade MP Rotary nozzles from 1000 to 2000 for proper coverage

Repairs Proposed		\$6,000.00
Irrigation Repair		\$6,000.00
PROJECT TOTAL:		\$6,000.00

Terms & Conditions

By _____

Tony Roberts

Date 2/24/2025

United Land Services

By Shelley Kaercher

Date 2/26/2025

Harmony West CDD

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

RATIFICATION
ITEMS C



Proposal #152688

Date: 2/24/2025

Tony Roberts

Customer:

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

Property:

Harmony West CDD
Botanic Blvd & Adler Rd
St Cloud, FL 34773

April 2025 upgrade MP Rotary nozzles from 1000 to 2000 for proper coverage

April 2025 Upgrade MP rotary nozzles from 1000 to 2000 for proper coverage

Labor and materials

Upgrade MP Rotary nozzles from 1000 to 2000 for proper coverage

Repairs Proposed		\$6,000.00
Irrigation Repair		\$6,000.00
PROJECT TOTAL:		\$6,000.00

Terms & Conditions

By _____
Tony Roberts
Date 2/24/2025
United Land Services

By Shelley Kaercher
Date 2/26/2025
Harmony West CDD

HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JANUARY 31, 2025**

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JANUARY 31, 2025**

	General Fund	Debt Service Fund Series 2018	Debt Service Fund Series 2023	Capital Projects Fund Series 2023	Capital Projects Fund Series 2025	Total Governmental Funds
ASSETS						
Cash	\$1,437,271	\$ -	\$ -	\$ -	\$ -	\$ 1,437,271
Investments						
Revenue	-	765,127	244,432	-	-	1,009,559
Reserve	-	430,094	56,873	-	-	486,967
Prepayment	-	7	-	-	-	7
Capitalized interest	-	4	1,128	-	-	1,132
Construction	-	-	-	57	-	57
Cost of issuance	-	7	1,794	-	-	1,801
Due from other	2,408	-	-	-	-	2,408
Due from general fund	-	6,524	2,814	-	-	9,338
Due from Forestar Real Estate G	25,135	-	-	-	-	25,135
Utility deposit	10,260	-	-	-	-	10,260
Total assets	<u>\$1,475,074</u>	<u>\$1,201,763</u>	<u>\$ 307,041</u>	<u>\$ 57</u>	<u>\$ -</u>	<u>\$ 2,983,935</u>
LIABILITIES AND FUND BALANCES						
Liabilities:						
Accounts payable on-site	\$ 128,064	\$ -	\$ -	\$ -	\$ -	\$ 128,064
Accounts payable off-site	6,946	-	-	-	-	6,946
Contracts payable	-	-	-	-	6,203,952	6,203,952
Due to Developer	-	-	20,049	-	-	20,049
Due to debt service fund	6,524	-	-	-	-	6,524
Due to debt service fund - Series 2023	2,814	-	-	-	-	2,814
Tax payable	31	-	-	-	-	31
Landowner advance	3,300	-	-	-	-	3,300
Total liabilities	<u>147,679</u>	<u>-</u>	<u>20,049</u>	<u>-</u>	<u>6,203,952</u>	<u>6,371,680</u>
DEFERRED INFLOWS OF RESOURCES						
Deferred receipts	25,135	-	-	-	-	25,135
Unearned revenue	72,650	-	-	-	-	72,650
Total deferred inflows of resources	<u>97,785</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>97,785</u>
Fund balances:						
Restricted						
Debt service	-	1,201,763	286,992	-	-	1,488,755
Capital projects	-	-	-	57	(6,203,952)	(6,203,895)
Playground	9,000	-	-	-	-	9,000
Sign and wall	10,000	-	-	-	-	10,000
3 months working capital	324,539	-	-	-	-	324,539
Unassigned	886,071	-	-	-	-	886,071
Total fund balances	<u>1,229,610</u>	<u>1,201,763</u>	<u>286,992</u>	<u>57</u>	<u>(6,203,952)</u>	<u>(3,485,530)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 1,475,074</u>	<u>\$ 1,201,763</u>	<u>\$ 307,041</u>	<u>\$ 57</u>	<u>\$ -</u>	<u>\$ 2,983,935</u>
Total liabilities and fund balances	<u>\$ 1,475,074</u>	<u>\$ 1,201,763</u>	<u>\$ 307,041</u>	<u>\$ 57</u>	<u>\$ -</u>	<u>\$ 2,983,935</u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 12,209	\$ 988,948	\$1,002,493	99%
Assessment levy: off-roll	145,300	145,300	290,614	50%
Lot closings	253,627	253,627	-	N/A
Buck Lake mgmt & consulting cost-share	88	88	875	10%
Buck Lake maintenance cost-share	-	-	7,250	0%
Dock applications	-	-	500	0%
Total revenues	<u>411,224</u>	<u>1,387,963</u>	<u>1,301,732</u>	107%
EXPENDITURES				
Professional & administrative				
Supervisors fees	15	31	-	N/A
Management fees	4,000	16,000	48,000	33%
Supervisors	200	400	-	N/A
Legal - general counsel	1,050	3,042	25,000	12%
Engineering	-	-	10,000	0%
Audit	-	-	7,000	0%
Arbitrage rebate calculation	-	-	1,500	0%
Dissemination fee	167	667	3,000	22%
Trustee	-	-	9,000	0%
Telephone	17	67	200	34%
Postage	12	42	500	8%
Printing & binding	42	167	500	33%
Legal advertising	-	411	1,500	27%
Annual district filing fee	-	175	175	100%
Insurance	-	-	7,814	0%
Contingencies	-	203	750	27%
Office supplies	-	-	750	0%
Miscellaneous	-	-	750	0%
Website				
Hosting & maintenance	-	705	705	100%
ADA compliance	-	210	210	100%
EMMA software service	-	1,000	1,000	100%
Total professional & administrative	<u>5,503</u>	<u>23,120</u>	<u>118,354</u>	20%

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year to Date	Budget	% of Budget
Field operations and maintenance				
Field operations manager	1,000	2,500	7,200	35%
Field operations accounting	292	1,167	3,500	33%
Landscaping contract labor	38,497	158,087	465,000	34%
Insurance: property	-	-	8,231	0%
Porter services - dog park	750	3,000	11,200	27%
Playground ADA mulch	-	-	9,000	0%
Backflow prevention test	-	-	150	0%
Irrigation maintenance / repair	42	9,119	22,000	41%
Plants, shrubs & mulch	36,715	40,601	87,000	47%
Annuals	7,040	7,040	28,100	25%
Tree trimming	-	-	26,500	0%
Signage	-	-	6,500	0%
General maintenance	-	4,963	17,000	29%
Fountain maintenance	580	1,160	15,000	8%
Fence / wall repair	-	14,175	9,500	149%
Aquatic control - waterway	2,260	9,040	24,500	37%
Wetland monitoring & maintenance	600	5,250	4,800	109%
Buck lake mgmt & consulting cost-share	-	-	1,750	0%
Buck lake maintenance cost-share	3,500	3,500	14,500	24%
Electric:				
Irrigation	2,027	7,548	94,000	8%
Street lights	3,239	12,929	78,000	17%
Entrance signs	1,964	7,304	7,500	97%
Palm tree lights	-	-	1,500	0%
Fountain electricity	11,511	39,198	66,000	59%
Water irrigation	16,338	54,970	121,000	45%
Landscape enhancement	-	24,621	-	N/A
Total field operations and maintenance	<u>126,355</u>	<u>406,172</u>	<u>1,129,431</u>	36%
Other fees & charges				
Property appraiser	367	367	1,044	35%
Tax collector	227	19,762	20,885	95%
Property taxes	-	1,884	5,000	
Total other fees & charges	<u>594</u>	<u>22,013</u>	<u>26,929</u>	82%
Total expenditures	<u>132,452</u>	<u>451,305</u>	<u>1,274,714</u>	35%
 Excess/(deficiency) of revenues over/(under) expenditures	 278,772	 936,658	 27,018	
 Net change in fund balances	 278,772	 936,658	 27,018	
Fund balances - beginning	950,838	292,952	589,151	
Fund balances - ending				
Playground	9,000	9,000	9,000	
Sign and wall	10,000	10,000	10,000	
3 months working capital	324,539	324,539	324,539	
Unassigned	886,071	886,071	272,630	
Fund balances - ending	<u>\$1,229,610</u>	<u>\$1,229,610</u>	<u>\$ 616,169</u>	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2018
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 6,648	\$ 538,466	\$ 545,854	99%
Interest	2,422	11,359	-	N/A
Total revenues	<u>9,070</u>	<u>549,825</u>	<u>545,854</u>	101%
EXPENDITURES				
Debt service				
Principal	-	-	155,000	0%
Interest	-	192,224	384,448	50%
Tax collector	124	10,760	11,372	95%
Total expenditures	<u>124</u>	<u>202,984</u>	<u>550,820</u>	37%
Excess/(deficiency) of revenues over/(under) expenditures	8,946	346,841	(4,966)	
Net change in fund balances	8,946	346,841	(4,966)	
Fund balances - beginning	1,192,817	854,922	821,181	
Fund balances - ending	<u>\$ 1,201,763</u>	<u>\$ 1,201,763</u>	<u>\$ 816,215</u>	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2023
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date	Budget	% of Budget
REVENUES				
Assessment levy: on-roll	\$ 2,868	\$ 232,280	\$ 234,829	99%
Interest	298	1,823	-	N/A
Total revenues	<u>3,166</u>	<u>234,103</u>	<u>234,829</u>	100%
EXPENDITURES				
Debt service				
Principal	-	-	55,000	0%
Interest	-	85,499	170,998	50%
Tax collector	53	4,641	4,892	95%
Total expenditures	<u>53</u>	<u>90,140</u>	<u>230,890</u>	39%
Excess/(deficiency) of revenues over/(under) expenditures	3,113	143,963	3,939	
Fund balances - beginning	283,879	143,029	138,004	
Fund balances - ending	<u>\$ 286,992</u>	<u>\$ 286,992</u>	<u>\$ 141,943</u>	

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2023
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
EXPENDITURES	<u>-</u>	<u>-</u>
Total expenditures	<u>-</u>	<u>-</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	-
Fund balances - beginning	57	57
Fund balances - ending	<u><u>\$ 57</u></u>	<u><u>\$ 57</u></u>

**HARMONY WEST
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2025
FOR THE PERIOD ENDED JANUARY 31, 2025**

	Current Month	Year To Date
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay	<u>6,203,952</u>	<u>6,203,952</u>
Total expenditures	<u>6,203,952</u>	<u>6,203,952</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 (6,203,952)	 (6,203,952)
 Fund balances - beginning	 -	 -
Fund balances - ending	<u><u>\$ (6,203,952)</u></u>	<u><u>\$ (6,203,952)</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 a Regular Meeting on December 19, 2024 at 10:30 a.m., at Johnston's Surveying, Inc., 900 Cross Prairie Parkway, Kissimmee, Florida 34744.

Present were:

Shelley Kaercher	Chair
Kolton Benson	Assistant Secretary
Kathleen Myers	Assistant Secretary

Also present:

Daniel Rom	District Manager
Kristen Thomas (via telephone)	Wrathell, Hunt and Associates, LLC
Ashley Ligas (via telephone)	District Counsel
Cynthia Wilhelm (via telephone)	Bond Counsel

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Rom called the meeting to order at 10:43 a.m.

Supervisors Kaercher, Myers and Benson were present. Supervisors Tyree and Van Auker were not present.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

Consideration of Resolution 2025-07, Delegating to the Chairman of the Board of Supervisors of Harmony West Community Development District (the "District") the Authority to Approve the Sale, Issuance and Terms of Sale of Harmony West Community Development District Special Assessment Revenue Bonds, Series 2025 (Assessment Area Three), as a Single Series

40 of Bonds Under the Master Trust Indenture
41 (the "Series 2025 Bonds") in Order to
42 Finance the Assessment Area Three
43 Project; Establishing the Parameters for
44 the Principal Amounts, Interest Rates,
45 Maturity Dates, Redemption Provisions
46 and Other Details Thereof; Approving the
47 Form of and Authorizing the Chairman to
48 Accept the Bond Purchase Contract for the
49 Series 2025 Bonds; Approving a Negotiated
50 Sale of the Series 2025 Bonds to the
51 Underwriter; Ratifying the Master Trust
52 Indenture and Approving the Form of Third
53 Supplemental Trust Indenture and
54 Authorizing the Execution and Delivery
55 Thereof by Certain Officers of the District;
56 Appointing a Trustee, Paying Agent and
57 Registrar for the Series 2025 Bonds;
58 Approving the Form of the Series 2025
59 Bonds; Approving the Form of and
60 Authorizing the Use of the Preliminary
61 Limited Offering Memorandum and
62 Limited Offering Memorandum Relating to
63 the Series 2025 Bonds; Approving the Form
64 of the Continuing Disclosure Agreement
65 Relating to the Series 2025 Bonds;
66 Authorizing Certain Officers of the District
67 to Take All Actions Required and to
68 Execute and Deliver All Documents,
69 Instruments and Certificates Necessary In
70 Connection With the Issuance, Sale and
71 Delivery of the Series 2025 Bonds;
72 Authorizing the Vice Chairman and
73 Assistant Secretaries to Act in the Stead of
74 the Chairman or the Secretary, as the Case
75 May Be; Specifying the Application of the
76 Proceeds of the Series 2025 Bonds;
77 Authorizing Certain Officers of the District
78 to Take All Actions and Enter into All
79 Agreements Required in Connection with
80 the Acquisition and Construction of the
81 Assessment Area Three Project; and
82 Providing an Effective Date
83

Ms. Wilhelm presented Resolution 2025-07, known as the Delegated Award Resolution, which accomplishes the following:

➤ Delegates to the Chair authority to enter in to a Bond Purchase Contract as long as the terms of the Contract are within the parameters set forth.

➤ Approves, in substantial form, certain documents necessary to market, price and sell the bonds, including the Bond Purchase Contract, Supplemental Indenture, Preliminary Limited Offering Memorandum and the Continuing Disclosure Agreement.

➤ Sets forth the parameters within which the Chair is authorized to execute the Bond Purchase Contract, as follows:

Maximum Principal Amount: Not to Exceed \$10,000,000

Maximum Coupon Rate: Maximum Statutory Rate

Underwriting Discount: Maximum 2.0%

Not to Exceed Maturity Date: Maximum Allowed by Law

Redemption Provisions: The Series 2025 Bonds shall be subject to redemption as set forth in the form of Series 2025 Bond attached to the form of Supplemental Indenture attached hereto.

Ms. Wilhelm discussed the purpose of the various documents being approved, in substantial form, and adopted via Resolution 2025-07, in the process to effectuate bond issuance. All documents are standard in form.

On MOTION by Ms. Kaercher and seconded by Mr. Benson, with all in favor, Resolution 2025-07, Delegating to the Chairman of the Board of Supervisors of Harmony West Community Development District (the "District") the Authority to Approve the Sale, Issuance and Terms of Sale of Harmony West Community Development District Special Assessment Revenue Bonds, Series 2025 (Assessment Area Three), as a Single Series of Bonds Under the Master Trust Indenture (the "Series 2025 Bonds") in Order to Finance the Assessment Area Three Project; Establishing the Parameters for the Principal Amounts, Interest Rates, Maturity Dates, Redemption Provisions and Other Details Thereof; Approving the Form of and Authorizing the Chairman to Accept the Bond Purchase Contract for the Series 2025 Bonds; Approving a Negotiated Sale of the Series 2025 Bonds to the Underwriter; Ratifying the Master Trust Indenture

and Approving the Form of Third Supplemental Trust Indenture and Authorizing the Execution and Delivery Thereof by Certain Officers of the District; Appointing a Trustee, Paying Agent and Registrar for the Series 2025 Bonds; Approving the Form of the Series 2025 Bonds; Approving the Form of and Authorizing the Use of the Preliminary Limited Offering Memorandum and Limited Offering Memorandum Relating to the Series 2025 Bonds; Approving the Form of the Continuing Disclosure Agreement Relating to the Series 2025 Bonds; Authorizing Certain Officers of the District to Take All Actions Required and to Execute and Deliver All Documents, Instruments and Certificates Necessary In Connection With the Issuance, Sale and Delivery of the Series 2025 Bonds; Authorizing the Vice Chairman and Assistant Secretaries to Act in the Stead of the Chairman or the Secretary, as the Case May Be; Specifying the Application of the Proceeds of the Series 2025 Bonds; Authorizing Certain Officers of the District to Take All Actions and Enter into All Agreements Required in Connection with the Acquisition and Construction of the Assessment Area Three Project; and Providing an Effective Date, with all documents in substantial form, was adopted.

FOURTH ORDER OF BUSINESS

Consideration of Resolution 2025-08, Setting Forth the Specific Terms of the District's Special Assessment Revenue Bonds, Series 2025; Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update This Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date

Ms. Ligas presented Resolution 2025-08, which is the Supplemental Assessment Resolution for the Series 2025 bonds for Assessment Area Three, which accomplishes the following:

- Supplements the Master Assessment Resolution.

- Ties the Assessment Area Three assessments to the Series 2025 bonds.
- Adopts the Third Supplemental Engineer's Report and the Final Third Supplemental Special Assessment Methodology Report, which outlines the Methodology for the Assessment Area Three assessments.

On MOTION by Ms. Kaercher and seconded by Ms. Myers, with all in favor, Resolution 2025-08, Setting Forth the Specific Terms of the District's Special Assessment Revenue Bonds, Series 2025; Making Certain Additional Findings and Confirming and/or Adopting an Engineer's Report and a Supplemental Assessment Report; Delegating Authority to Prepare Final Reports and Update This Resolution; Confirming the Maximum Assessment Lien Securing the Bonds; Addressing the Allocation and Collection of the Assessments Securing the Bonds; Addressing Prepayments; Addressing True-Up Payments; Providing for the Supplementation of the Improvement Lien Book; and Providing for Conflicts, Severability and an Effective Date, was adopted.

FIFTH ORDER OF BUSINESS

Consideration of Issuer's Counsel Documents (2025 Bonds)

Ms. Ligas presented the following Issuer's Counsel Documents and explained the purpose of each:

- A. Collateral Assignment Agreement
- B. Completion Agreement
- C. Declaration of Consent
- D. Supplemental Disclosure of Public Finance
- E. Notice of Special Assessments/Governmental Lien of Record
- F. True-Up Agreement

On MOTION by Ms. Kaercher and seconded by Mr. Benson, with all in favor, the Issuer's Counsel Documents for the 2025 Bonds, including the Collateral Assignment Agreement, Completion Agreement, Declaration of Consent, Supplemental Disclosure of Public Finance, Notice of Special Assessments/Governmental Lien of Record and True-Up Agreement, were approved.

SIXTH ORDER OF BUSINESS**Ratification Items**

Mr. Rom presented the following:

- A. United Land Services Proposal 139268 [Mulching of CDD Areas \$36,244]**
- B. Deficit Funding Agreement**

On MOTION by Ms. Kaercher and seconded by Ms. Myers, with all in favor, United Land Services Proposal 139268 for Mulching of CDD Areas, in the amount of \$36,244 and the Deficit Funding Agreement, were ratified.

SEVENTH ORDER OF BUSINESS**Consideration of FMSbonds, Inc. Rule G-17 Disclosure Letter**

On MOTION by Ms. Kaercher and seconded by Mr. Benson, with all in favor, the FMSbonds, Inc. Rule G-17 Disclosure Letter, was approved.

EIGHTH ORDER OF BUSINESS**Acceptance of Unaudited Financial Statements as of October 31, 2024**

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

NINTH ORDER OF BUSINESS**Approval of November 21, 2024 Public Hearing and Regular Meeting Minutes**

On MOTION by Ms. Kaercher and seconded by Mr. Benson, with all in favor, the November 21, 2024 Public Hearing and Regular Meeting Minutes, as presented, were approved.

TENTH ORDER OF BUSINESS**Staff Reports**

- A. District Counsel: Kutak Rock LLP**
- B. District Engineer: Poulos & Bennett, LLC**
- C. Field Operations Manager: Association Solutions of Central Florida, Inc.**

234 There were no District Counsel, District Engineer or Field Operations Manager reports.

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

236 • **NEXT MEETING DATE: January 16, 2025 at 10:30 AM**

237 ○ **QUORUM CHECK**

238 The next meeting will be held on January 16, 2025, unless canceled.

239

240 **ELEVENTH ORDER OF BUSINESS**

Board Members' Comments/Requests

241

242 There were no Board Members' comments or requests.

243

244 **TWELFTH ORDER OF BUSINESS**

Public Comment

245

246 No members of the public spoke.

247

248 **THIRTEENTH ORDER OF BUSINESS**

Adjournment

249

250 **On MOTION by Ms. Kaercher and seconded by Ms. Myers, with all in favor, the**
251 **meeting adjourned at 10:59 a.m.**

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[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

257
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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
October 17, 2024 CANCELED	Regular Meeting	10:30 AM
November 5, 2024	Landowners' Meeting	1:00 PM
November 21, 2024	Regular Meeting	10:30 AM
December 19, 2024	Regular Meeting	10:30 AM
January 16, 2025 CANCELED	Regular Meeting	10:30 AM
February 20, 2025 CANCELED	Regular Meeting	10:30 AM
March 20, 2025	Buck Lake Committee Meeting	10:00 AM
March 20, 2025	Regular Meeting	10:30 AM
April 17, 2025	Regular Meeting	10:30 AM
May 15, 2025	Regular Meeting	10:30 AM
July 17, 2025	Regular Meeting	10:30 AM
August 21, 2025	Regular Meeting	10:30 AM
September 18, 2025	Regular Meeting	10:30 AM