

**HARMONY
COMMUNITY DEVELOPMENT DISTRICT**

**MAY 26, 2022
AGENDA PACKAGE**

**Jones Homes
3285 Songbird Circle, St. Cloud FL 34773**

Zoom: <https://zoom.us/j/4276669233>

**Call-in: 929-205-6099 Meeting ID: 4276669233#
Access Code: 4276669233 ("Harmony CDD")**



210 N. UNIVERSITY DRIVE, SUITE 702
CORAL SPRINGS, FLORIDA 33071

Harmony Community Development District



Board Members:

Teresa Kramer, Chair
 Daniel Leet, Vice-Chair
 Kerul Kassel, Assistant Secretary
 Steve Berube, Assistant Secretary
 Mike Scarborough, Assistant Secretary

Staff:

Angel Montagna, District Manager
 Timothy Qualls, District Counsel
 David Hamstra, District Engineer
 Brett Perez, Area Field Director

Meeting Order of Business Thursday, May 26, 2022 - 6:00 pm

1. **Call to Order and Roll Call**
2. **Audience Comments** *(Limited to a Maximum of 3 Minutes)*
3. **New Business**
 - A. Consideration of Landscape Services Request for Proposals *(Under Separate Cover)*
 - B. Presentation of Fiscal Year 2023 Proposed Budget *(Under Separate Cover)*
 - i. Consideration of Resolution 2022-06,
 Approving of Fiscal Year 2023 Budget, and Setting the Public Hearing
4. **Contractors' Reports**
 - A. Servello
 - i. Consideration of Servello Hurricane Authorization Form
 - ii. Consideration of Servello Ashley Pool Proposal
 - iii. Consideration of Servello Proposals #6683 and #6684, Sod replacement
 - iv. Consideration of Servello Proposal #6724, Bedding Plants
 - v. Consideration of Servello Irrigation Maintenance Proposal
5. **Consent Agenda**
 - A. Meeting Minutes of April 28, 2022
 - B. Financial Statements for April 2022
 - C. #265 Invoices and Check Register
(Invoices Available Upon Request)
6. **Staff Reports**
 - A. District Engineer's Report
 - B. District Counsel Report
 - C. Field Manager
 - i. Field Report
 - ii. Consideration of Polaris Proposal
 - iii. Consideration of Pressure Washing Proposals
7. **District Manager**
 - A. District Manager's Report
 - B. Discussion of Potential New Board Member
 - C. Number of Registered Voters - 2,146
8. **Old Business**
 - A. Discussion of Blazing Star Park Landscape Proposal
 - B. Discussion of Reconsideration of RFQ for Legal Counsel
9. **Supervisors' Requests**
10. **Adjournment**

District Office:
 313 Campus Street
 Celebration FL 34747
 407-566-1935
www.harmonycdd.org

Meeting Location:
 3285 Songbird Circle
 St. Cloud FL 34773
 Zoom: <https://zoom.us/j/4276669233>
 or Dial: 929-205-6099, ID 4276669233

Section 3

New Business

Subsection 3A

Consideration of Landscape Services Request for Proposals

{Under Separate Cover}

Subsection 3B

Presentation of Fiscal Year 2023 Proposed Budget

{Under Separate Cover}

Subsection 3Bi

**Consideration of
Resolution 2022-06,
Approval of
Fiscal Year 2023 Budget
and Setting Public Hearing**

RESOLUTION 2022-06**A RESOLUTION OF THE BOARD OF SUPERVISORS OF
THE HARMONY COMMUNITY DEVELOPMENT
DISTRICT APPROVING THE BUDGET FOR FISCAL
YEAR 2023 AND SETTING A PUBLIC HEARING
THEREON PURSUANT TO FLORIDA LAW**

WHEREAS, the District Manager has heretofore prepared and submitted to the Board a Proposed Operating and/or Debt Service Budget for Fiscal Year 2023; a copy of which is attached hereto, and

WHEREAS, the Board of Supervisors has considered said Proposed Budget and desires to set the required Public Hearing thereon;

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

1. The Budget proposed by the District Manager for Fiscal Year 2023 is hereby approved as the basis for conducting a Public Hearing to adopt said budget.
2. A Public Hearing on said approved Budget is hereby declared and set for the following date, hour and location:

Date: Thursday, July 28, 2022

Hour: 6:00 p.m.

Place: Jones Homes
3285 Songbird Circle
St. Cloud, Florida 34773

3. Notice of this Public Hearing shall be published in the manner prescribed in Florida Law.
4. In accordance with Section 189.016, Florida Statutes, the District's Secretary is further directed to post this Proposed Budget on the District's website at least two days before the Budget Hearing date, as set forth in Section 2.

Adopted this 26th day of May 2022.

Teresa Kramer, Chairman

Angel Montagna, Secretary

Section 4

Contractor's Reports

Subsection 4A

Servello

Subsection 4Ai

Consideration of Servello 2022 Form Hurricane Authorization



AUTHORIZATION TO PROCEED FOR THE 2022 HURRICANE SEASON

The 2022 Hurricane Season is upon us. In preparation for this season, we are sending all our valued *Servello Landscape Solutions* customers the Authorization to Proceed Form.

*Prices advertised are only for those who submit their Authorization to Proceed For the 2022 Hurricane Season. **BONUS:** Properties with submitted Authorizations will also benefit from Priority Attention in the order the Authorization Forms are received. If we do not have authorization, we cannot respond until we receive it.

Thank you very much for your cooperation.

AUTHORIZATION TO PROCEED FOR THE 2022 HURRICANE SEASON FORM

The undersigned, _____ (please print name),
as an authorized agent for _____ (Property Name)

Hereby authorizes work to proceed based on \$65.00* per man hour and \$45.00* per hour for basic equipment costs. The use of the bucket will be \$85.00* per hour and \$75.00* per hour for the large loader. Dump fees will be assessed. A fuel surcharge will be applied if fuel prices exceed \$4.00 per gallon. All invoicing will be directly billed to the property and late fees will be applicable should payment exceed thirty (30) days.

The undersigned further releases *Servello Landscape Solutions* from subsequent damage in attempts to remove tree debris from vehicles, buildings, etc. resulting from hurricanes.

Signature

Date

Subsection 4Aii

Consideration of Servello Proposal Ashley Pool #6611

COPY



261 Springview Commerce Drive
DeBary, FL 32713
Telephone 386-753-1100
Fax 386-753-1106

Proposal

| Date | Proposal # |
|------------|------------|
| 04/20/2022 | 6611 |

Submitted To

Harmony CDD

Brett Perez
210 North University Drive Suite 702
Coral Springs, FL 33071

Project

Harmony CDD
7360 Five Oaks Dr.
Harmony, FL 34773

Scope

We propose to furnish the following scope of work to complete Harmony CDD.

Bedding Plants

Location: Ashley Pool

Add/remove declining plant material around the outside of the pool and in front of the white gate.

On the outside left of pool, fill in the missing Viburnum along the fence and remove the hedge in front along with adding new plant material.

Benches area, remove existing plant material and install new.

Outside right side of pool, remove existing plant material and install new.

Inside of pool, fill in missing plant material.

| Description | Quantity | Unit | Price |
|--------------------------------|----------|------|----------|
| Outside left of pool | | | 0.00 |
| Demo/bed prep | 1.00 | Ea | 1,350.00 |
| Viburnum Suspensum | 6.00 | 7G | 297.00 |
| Trinette | 15.00 | 3G | 248.25 |
| Benches area | | | 0.00 |
| Trinette | 66.00 | 3G | 1,098.90 |
| Big Blue Liriope | 180.00 | 1G | 1,197.00 |
| Carissa Holly | 65.00 | 3G | 1,082.25 |
| Circle island in front of pool | | | 0.00 |
| Trinette | 25.00 | 3G | 416.25 |
| Big Blue Liriope | 114.00 | 1G | 758.10 |
| Outside right side of pool | | | 0.00 |
| Big Blue Liriope | 60.00 | 1G | 399.00 |

Harmony CDD

Bedding Plants

Location: Ashley Pool

Add/remove declining plant material around the outside of the pool and in front of the white gate.

On the outside left of pool, fill in the missing Viburnum along the fence and remove the hedge in front along with adding new plant material.

Benches area, remove existing plant material and install new.

Outside right side of pool, remove existing plant material and install new.

Inside of pool, fill in missing plant material.

| Description | Quantity | Unit | Price |
|--------------------|----------|------|----------|
| Trinette | 50.00 | 3G | 832.50 |
| Inside of pool | | | 0.00 |
| Trinette | 26.00 | 3G | 432.90 |
| Croton "Mammy" | 20.00 | 3G | 333.00 |
| Indian Hawthorn | 29.00 | 3G | 482.85 |
| Big Blue Liriope | 60.00 | 1G | 399.00 |
| Hibiscus | 1.00 | 7G | 49.50 |
| Viburnum "Awabuki" | 5.00 | 15G | 675.00 |
| Irrigation NTE | 1.00 | ea | 2,175.00 |
| Dump Fee | 1.00 | ea | 150.00 |

Subtotal Bedding Plants

12,376.50

Project Total

\$12,376.50

Harmony CDD

Proposal # 6611**Project Total**

\$12,376.50

Terms & Conditions

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrophic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

| | | | |
|-----------------------------|------------------|-----------------|-------|
| By: <u>Pedro Betancourt</u> | <u>4/20/2022</u> | Accepted: _____ | _____ |
| Servello & Son, Inc. | Date | Harmony CDD | Date |

The above prices, specifications and conditions are accepted. Not valid after 30 days. Full payment is due upon completion.

All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.

Subsection 4Aiii

Consideration of Servello Proposals Sod Replacement #6683 and #6684

COPY



261 Springview Commerce Drive
 DeBary, FL 32713
 Telephone 386-753-1100
 Fax 386-753-1106

Proposal

| Date | Proposal # |
|------------|------------|
| 05/11/2022 | 6683 |

Submitted To

Harmony CDD

Brett Perez
 210 North University Drive Suite 702
 Coral Springs, FL 33071

Project

Harmony CDD
 7360 Five Oaks Dr.
 Harmony, FL 34773

Scope

We propose to furnish the following scope of work to complete Harmony CDD.

Sod

Location: Easement adjacent to 3329 Sagebrush. Install new sod to replace old dead sod that is an eyesore.

| Description | Quantity | Unit | Price |
|-----------------------------------|----------|------|----------|
| St Augustine Floratam Strip & Lay | 1,200.00 | 1sF | 2,232.00 |

| | |
|---------------------|----------|
| Subtotal Sod | 2,232.00 |
|---------------------|----------|

| | |
|----------------------|------------|
| Project Total | \$2,232.00 |
|----------------------|------------|

Harmony CDD

Proposal # 6683**Project Total**

\$2,232.00

Terms & Conditions

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrophic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

By: Pedro Betancourt5/11/2022

Accepted: _____

Servello & Son, Inc.

Date

Harmony CDD

Date

The above prices, specifications and conditions are accepted. Not valid after 30 days. Full payment is due upon completion.

All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.

COPY



261 Springview Commerce Drive
 DeBary, FL 32713
 Telephone 386-753-1100
 Fax 386-753-1106

Proposal

| Date | Proposal # |
|------------|------------|
| 05/11/2022 | 6684 |

Submitted To

Harmony CDD

Brett Perez
 210 North University Drive Suite 702
 Coral Springs, FL 33071

Project

Harmony CDD
 7360 Five Oaks Dr.
 Harmony, FL 34773

Scope

We propose to furnish the following scope of work to complete Harmony CDD.

Sod

Location: Easement adjacent to 3329 Sagebrush. Install new sod to replace old dead sod that is an eyesore.

| Description | Quantity | Unit | Price |
|-------------------------|----------|------|----------|
| Bahia sq ft Strip & Lay | 1,200.00 | 1sF | 1,512.00 |

| | |
|---------------------|----------|
| Subtotal Sod | 1,512.00 |
|---------------------|----------|

| | |
|----------------------|------------|
| Project Total | \$1,512.00 |
|----------------------|------------|

Harmony CDD

Proposal # 6684**Project Total**

\$1,512.00

Terms & Conditions

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrophic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

| | | | |
|-----------------------------|------------------|-----------------|-------|
| By: <u>Pedro Betancourt</u> | <u>5/11/2022</u> | Accepted: _____ | _____ |
| Servello & Son, Inc. | Date | Harmony CDD | Date |

The above prices, specifications and conditions are accepted. Not valid after 30 days. Full payment is due upon completion.

All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.

Subsection 4Aiv

Consideration of Servello Proposal Bedding Plants #6724

COPY



261 Springview Commerce Drive
DeBary, FL 32713
Telephone 386-753-1100
Fax 386-753-1106

Proposal

| Date | Proposal # |
|------------|------------|
| 05/19/2022 | 6724 |

Submitted To

Harmony CDD

210 North University Drive Suite 702
Coral Springs, FL 33071

Project

Harmony CDD
7360 Five Oaks Dr.
Harmony, FL 34773

Scope

We propose to furnish the following scope of work to complete Harmony CDD.

Bedding Plants

Location: Pocket Park at Buck Lane
Removal of existing Jasmine bed and install new plant material.

| Description | Quantity | Unit | Price |
|--|----------|------|----------|
| Philodendron Xanadu | 56.00 | 3G | 1,284.64 |
| Ginger-Variegated | 8.00 | 3G | 220.00 |
| St Augustine Floratam 0 - 400 sq ft Strip & Lay | 400.00 | 1sF | 744.00 |
| Viburnum "Suspensum" | 27.00 | 3G | 476.55 |
| St Augustine Seville 1,600 - 7,200 sq ft Strip & Lay | 3,600.00 | 1sF | 6,516.00 |
| Irrigation NTE | 1.00 | ea | 2,775.00 |

Subtotal Bedding Plants

12,016.19

Project Total

\$12,016.19

Harmony CDD

Proposal # 6724**Project Total**

\$12,016.19

Terms & Conditions

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrophic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

| | | | |
|-----------------------------|------------------|-----------------|-------|
| By: <u>Pedro Betancourt</u> | <u>5/19/2022</u> | Accepted: _____ | _____ |
| Servello & Son, Inc. | Date | Harmony CDD | Date |

The above prices, specifications and conditions are accepted. Not valid after 30 days. Full payment is due upon completion.

All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.

Subsection 4Av

Consideration of Servello Proposal Irrigation Maintenance #6744

COPY



261 Springview Commerce Drive
 DeBary, FL 32713
 Telephone 386-753-1100
 Fax 386-753-1106

Proposal

| Date | Proposal # |
|------------|------------|
| 05/20/2022 | 6744 |

Submitted To

Harmony CDD

Brett Perez
 210 North University Drive Suite 702
 Coral Springs, FL 33071

Project

Harmony CDD
 7360 Five Oaks Dr.
 Harmony, FL 34773

Scope

We propose to furnish the following scope of work to complete Harmony CDD.

Irrigation Maintenance

East Lake Clock

Controller is malfunctioning and ir repairable due to power surge (potentially lightning strike). Decoders will need to be reprogrammed to this controller and function verified.

Decoders will be verified functional after controller install. If decoders are functioning there will not be other proposals. If not, then we will have to propose that separately.

| Description | Quantity | Unit | Price |
|--|----------|------|----------|
| Acc Controller For 2-Wire Decoder System | 1.00 | | 5,778.00 |
| Technician Labor | 3.00 | Hr | 195.00 |

| | |
|--|----------|
| Subtotal Irrigation Maintenance | 5,973.00 |
|--|----------|

| | |
|----------------------|-------------------|
| Project Total | \$5,973.00 |
|----------------------|-------------------|

Harmony CDD

Proposal # 6744**Project Total**

\$5,973.00

Terms & Conditions

Plant material is guaranteed for controllable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrophic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

| | | | |
|--------------------------|------------------|-----------------|-------|
| By: <u>Dewey Rose Jr</u> | <u>5/20/2022</u> | Accepted: _____ | _____ |
| Servello & Son, Inc. | Date | Harmony CDD | Date |

The above prices, specifications and conditions are accepted. Not valid after 30 days. Full payment is due upon completion.

All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.

Section 5

Consent Agenda

Subsection 5A

Meeting Minutes of April 28, 2022

Markup Review Version
Delivered Under [Separate Cover](#)

Subsection 5B

Acceptance of Financial Statements April 2022

TO: Board of Supervisors, Harmony CDD
FROM: Ruben Nesbitt, Accountant
CC: Angel Montagna, District Manager
DATE: May 26, 2022
SUBJECT: April 2022 Financials

Please find the attached April 2022 financial report. During your review, please keep in mind that the goal is for revenue to meet or exceed the annual budget and for expenditures to be at or below the annual budget. To assist with your review, an overview is provided below. Should you have any questions or require additional information, please contact me at Ruben.Nesbitt@Inframark.com.

General Fund

- Total Revenue through April is approximately 82% of the annual budget.
 - Non Ad Valorem Assessment collections are at 80.5%.
 - Sale of Surplus Equipment - Includes sale of old cell phones (\$2,171).
 - Other Miscellaneous Revenues - Includes sales tax collection allowance, and payment for Ashley Park damage.
 - Garden Lot - Includes lease payments for garden lot.
- Total Expenditures through April are at 66% of the annual budget.
 - ▶ Administrative
 - P/R-Board of Supervisors - Includes payroll for meetings through March.
 - ProfServ-Engineering - Pegasus Engineering services thru Mar 2022 and Aug 2021 services, paid in Jan 2022.
 - ProfServ-Legal Services - Young Qualls, PA general counsel.
 - ProfServ-Management Consulting - Contract with Inframark.
 - ProfServ-Recording Secretary - Inframark provides near verbatim minutes.
 - ProfServ-Special Assessment - Assessment roll services.
 - Postage and Freight - FedEx services, postage reimbursements to Inframark and survey mailing.
 - Insurance-General Liability - Egis Insurance Advisors provides auto, general liability, inland marine and property insurance.
 - Printing and Binding - Printing/copy charges, copy credit issued by Inframark Management Services
 - Misc.-Contingency - Includes Inframark management services and ancillary costs.
 - ▶ Field
 - ProfServ-Field Management - Contract with Inframark.
 - Trailer Rental - Includes monthly rental of 1 container and 1 office trailer.
 - ▶ Landscaping Services
 - Contracts-Mulch - Contract with Servello Services.
 - Contracts-Irrigation - Contract with Servello Services.
 - Contracts-Landscape - Contract with Servello Services.
 - Contracts-Shrub/Ground Cover - Contract with Servello Services.
 - R&M Irrigation - Includes various irrigation supplies and repairs by Servello Services.
 - R&M-Trees and Trimming - Includes Oct 2021 tree trimming project by Servello & Sons.
 - Miscellaneous Services - Includes Oct 2021 and Feb 2022 landscape maintenance by Servello & Sons.
 - ▶ Utilities
 - Electricity-General - Services provided by OUC.
 - Electricity-Streetlighting - Services provided by OUC.
 - Utility-Water & Sewer - Services provided by TOHO.
 - ▶ Operation & Maintenance
 - Utility-Refuse Removal - Services provided by Waste Connections of FL.
 - R&M-Ponds - Includes Dec purchase of chemicals from Nutrien Ag Solutions and Feb Buck Lake cost share agreement.
 - R&M-Pools - Includes control leases for Ashley Park and splash pad, permits, chemicals. Also includes pool resurfacing by Spies Pool.
 - R&M-Sidewalks - Includes Oct 2021 crosswalks & curbs installation by K & D Concrete and Feb 2022 pressure washer hose purchase.
 - R&M-Equipment Boats - Includes purchase of boating supplies and annual service by Advanced Marine.
 - R&M-Parks & Facilities - Various supplies and repairs, including bench pads at dog park, repairing sinking pavers, and park signage.
 - R&M-Garden Lot - Includes garden yard signs and tree trimming.
 - Misc.-Security Enhancements - Includes internet service and ancillary costs. Also includes programmed ID cards, purchased Oct 2021 and security enhancements purchased Mar 2022.
 - Reserve-Renewal & Replacement - Includes replacement of decking and railing, repair of erosion, installation of geogrid, new dog park fence and gate, reserve study, tow boat repairs, and storm pipe cleaning & CCTV.
 - ▶ Debt Service
 - Principal Debt Retirement - Principal portion of VC10 debt service assessment was transferred from the general fund to the series 2015 debt service fund and paid in May 2022.
 - Interest Expense - Interest portion of VC10 debt service assessment was transferred from the general fund to the series 2015 debt service fund and paid May 2022.
- In FY 2019, the general fund loaned the series 2015 debt service fund \$53,231.95 to cover a shortfall. This loan has been repaid.
- In FY 2020, the general fund loaned the series 2015 debt service fund \$4,658.20 to cover a shortfall in October and \$71,193.25 to cover a shortfall in April. These loans have been repaid.

HARMONY
Community Development District

Financial Report

April 30, 2022

Prepared by



HARMONYCommunity Development District

Table of Contents**FINANCIAL STATEMENTS**

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| Statement of Revenues, Expenditures and Changes in Fund Balances | |
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SUPPORTING SCHEDULES

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HARMONY
Community Development District

Financial Statements

(Unaudited)

April 30, 2022

HARMONY
Community Development District

Governmental Funds

Balance Sheet
April 30, 2022

| ACCOUNT DESCRIPTION | GENERAL FUND | SERIES 2014 DEBT SERVICE FUND | SERIES 2015 DEBT SERVICE FUND | TOTAL |
|--|---------------------|----------------------------------|----------------------------------|---------------------|
| <u>ASSETS</u> | | | | |
| Cash - Checking Account | \$ 578,049 | \$ - | \$ - | \$ 578,049 |
| Accounts Receivable | 35 | - | - | 35 |
| Due From Other Funds | - | 38,975 | 26,713 | 65,688 |
| Investments: | | | | |
| Money Market Account | 1,404,155 | - | - | 1,404,155 |
| Interest Account | - | 248,275 | 211,241 | 459,516 |
| Prepayment Account | - | 81,952 | 501,755 | 583,707 |
| Reserve Fund | - | 607,313 | 340,000 | 947,313 |
| Revenue Fund | - | 360,953 | 153,724 | 514,677 |
| Sinking fund | - | 665,000 | 385,000 | 1,050,000 |
| TOTAL ASSETS | \$ 1,982,239 | \$ 2,002,468 | \$ 1,618,433 | \$ 5,603,140 |
| <u>LIABILITIES</u> | | | | |
| Accounts Payable | \$ 146,900 | \$ - | \$ - | \$ 146,900 |
| Accrued Expenses | 12,000 | - | - | 12,000 |
| Sales Tax Payable | 319 | - | - | 319 |
| Deposits | 250 | - | - | 250 |
| Due To Other Funds | 65,688 | - | - | 65,688 |
| TOTAL LIABILITIES | 225,157 | - | - | 225,157 |
| <u>FUND BALANCES</u> | | | | |
| Restricted for: | | | | |
| Debt Service | - | 2,002,468 | 1,618,433 | 3,620,901 |
| Assigned to: | | | | |
| Operating Reserves | 401,042 | - | - | 401,042 |
| Reserves-Renewal & Replacement | 23,270 | - | - | 23,270 |
| Reserves - Sidewalks & Alleyways | 251,484 | - | - | 251,484 |
| Reserves-Uninsured Repairs | 50,000 | - | - | 50,000 |
| Unassigned: | 1,031,286 | - | - | 1,031,286 |
| TOTAL FUND BALANCES | \$ 1,757,082 | \$ 2,002,468 | \$ 1,618,433 | \$ 5,377,983 |
| TOTAL LIABILITIES & FUND BALANCES | \$ 1,982,239 | \$ 2,002,468 | \$ 1,618,433 | \$ 5,603,140 |

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2022

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|---------------------------------------|-----------------------------|------------------------|------------------------|-----------------------------|
| <u>REVENUES</u> | | | | |
| Interest - Investments | \$ 2,814 | \$ 1,645 | \$ 1,028 | \$ (617) |
| Interest - Tax Collector | - | - | 5 | 5 |
| Special Assmnts- Tax Collector | 1,876,213 | 1,876,213 | 1,510,306 | (365,907) |
| Special Assessments-Tax Collector-VC1 | (22,435) | (22,435) | - | 22,435 |
| Special Assmnts- Discounts | (75,048) | (75,048) | (56,152) | 18,896 |
| Sale of Surplus Equipment | - | - | 2,171 | 2,171 |
| Other Miscellaneous Revenues | - | - | 162 | 162 |
| Access Cards | 1,200 | 700 | 480 | (220) |
| Facility Revenue | 600 | 350 | 3,538 | 3,188 |
| User Facility Revenue | 15,000 | 8,750 | 16,745 | 7,995 |
| Garden Lot | - | - | 1,207 | 1,207 |
| TOTAL REVENUES | 1,798,344 | 1,790,175 | 1,479,490 | (310,685) |
| <u>EXPENDITURES</u> | | | | |
| <u>Administration</u> | | | | |
| P/R-Board of Supervisors | 14,000 | 8,169 | 5,400 | 2,769 |
| FICA Taxes | 1,071 | 623 | 413 | 210 |
| ProfServ-Arbitrage Rebate | 1,200 | 600 | - | 600 |
| ProfServ-Dissemination Agent | 1,500 | 1,500 | 1,500 | - |
| ProfServ-Engineering | 20,000 | 11,669 | 79,176 | (67,507) |
| ProfServ-Legal Services | 65,000 | 37,919 | 24,000 | 13,919 |
| ProfServ-Mgmt Consulting | 69,250 | 40,397 | 40,358 | 39 |
| ProfServ-Property Appraiser | 392 | 392 | 751 | (359) |
| ProfServ-Recording Secretary | 3,300 | 1,925 | 1,925 | - |
| ProfServ-Special Assessment | 8,822 | 8,822 | 8,822 | - |
| ProfServ-Trustee Fees | 10,160 | - | - | - |
| Auditing Services | 4,400 | 4,400 | - | 4,400 |
| Postage and Freight | 1,000 | 581 | 157 | 424 |
| Rental - Meeting Room | 2,750 | 1,603 | - | 1,603 |
| Insurance - General Liability | 27,762 | 27,762 | 18,281 | 9,481 |
| Printing and Binding | 500 | 294 | (299) | 593 |
| Legal Advertising | 1,000 | 581 | 205 | 376 |
| Misc-Records Storage | 1,500 | 875 | 264 | 611 |
| Misc-Assessment Collection Cost | 37,524 | 37,524 | 29,083 | 8,441 |
| Misc-Contingency | 5,000 | 2,919 | 1,254 | 1,665 |
| Annual District Filing Fee | 175 | 175 | 175 | - |
| Total Administration | 276,306 | 188,730 | 211,465 | (22,735) |
| <u>Field</u> | | | | |
| ProfServ-Field Management | 338,872 | 197,673 | 197,675 | (2) |
| Trailer Rental | 6,960 | 4,060 | 4,060 | - |
| Total Field | 345,832 | 201,733 | 201,735 | (2) |

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2022

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|---|-----------------------------|------------------------|------------------------|-----------------------------|
| <u>Landscape Services</u> | | | | |
| Contracts-Mulch | 62,220 | 36,295 | 35,833 | 462 |
| Contracts-Irrigation | 26,400 | 15,400 | 15,631 | (231) |
| Contracts - Landscape | 272,300 | 158,844 | 157,641 | 1,203 |
| Cntrs-Shrub/Grnd Cover Annual Svc | 161,110 | 93,982 | 93,072 | 910 |
| R&M-Irrigation | 15,000 | 8,750 | 18,139 | (9,389) |
| R&M-Trees and Trimming | 40,000 | 23,331 | 21,100 | 2,231 |
| Miscellaneous Services | 35,000 | 20,419 | 5,695 | 14,724 |
| Total Landscape Services | 612,030 | 357,021 | 347,111 | 9,910 |
| <u>Utilities</u> | | | | |
| Electricity - General | 37,000 | 21,581 | 19,756 | 1,825 |
| Electricity - Streetlights | 110,000 | 64,169 | 60,527 | 3,642 |
| Utility - Water & Sewer | 180,000 | 105,000 | 93,904 | 11,096 |
| Total Utilities | 327,000 | 190,750 | 174,187 | 16,563 |
| <u>Operation & Maintenance</u> | | | | |
| Utility - Refuse Removal | 3,000 | 1,750 | 1,647 | 103 |
| R&M-Ponds | 3,500 | 2,044 | 2,589 | (545) |
| R&M-Pools | 32,000 | 18,669 | 99,494 | (80,825) |
| R&M-Roads & Alleyways | 2,000 | 1,169 | - | 1,169 |
| R&M-Sidewalks | 15,000 | 8,750 | 11,676 | (2,926) |
| R&M-Vehicles | 15,000 | 8,750 | 3,385 | 5,365 |
| R&M-User Supported Facility | 20,000 | 11,669 | 1,627 | 10,042 |
| R&M-Equipment Boats | 6,000 | 3,500 | 3,533 | (33) |
| R&M-Parks & Facilities | 25,000 | 14,581 | 16,663 | (2,082) |
| R&M-Garden Lot | - | - | 1,214 | (1,214) |
| Miscellaneous Services | 1,100 | 644 | - | 644 |
| Misc-Contingency | 8,000 | 4,669 | 8,959 | (4,290) |
| Security Enhancements | 5,700 | 3,325 | 4,006 | (681) |
| Op Supplies - Fuel, Oil | 4,000 | 2,331 | 1,839 | 492 |
| Cap Outlay - Vehicles | 30,000 | 30,000 | - | 30,000 |
| Reserve - Renewal&Replacement | 23,040 | 23,040 | 85,153 | (62,113) |
| Reserve - Sidewalks & Alleyways | 43,500 | 43,500 | - | 43,500 |
| Total Operation & Maintenance | 236,840 | 178,391 | 241,785 | (63,394) |
| <u>Debt Service</u> | | | | |
| Principal Debt Retirement | 12,868 | 12,868 | 12,868 | - |
| Interest Expense | 13,732 | 13,732 | 13,732 | - |
| Total Debt Service | 26,600 | 26,600 | 26,600 | - |
| TOTAL EXPENDITURES | 1,824,608 | 1,143,225 | 1,202,883 | (59,658) |

HARMONY

Community Development District

General Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2022

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|--|-----------------------------|------------------------|------------------------|-----------------------------|
| Excess (deficiency) of revenues | | | | |
| Over (under) expenditures | (26,264) | 646,950 | 276,607 | (370,343) |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | |
| Contribution to (Use of) Fund Balance | (26,264) | - | - | - |
| TOTAL FINANCING SOURCES (USES) | (26,264) | - | - | - |
| Net change in fund balance | \$ (26,264) | \$ 646,950 | \$ 276,607 | \$ (370,343) |
| FUND BALANCE, BEGINNING (OCT 1, 2021) | 1,480,475 | 1,480,475 | 1,480,475 | |
| FUND BALANCE, ENDING | \$ 1,454,211 | \$ 2,127,425 | \$ 1,757,082 | |

HARMONY

Community Development District

Series 2014 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2022

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|--|-----------------------------|------------------------|------------------------|-----------------------------|
| <u>REVENUES</u> | | | | |
| Interest - Investments | \$ 62 | \$ 35 | \$ 42 | \$ 7 |
| Special Assmnts- Tax Collector | 1,230,013 | 1,230,013 | 1,000,815 | (229,198) |
| Special Assmnts- Prepayment | - | - | 81,011 | 81,011 |
| Special Assmnts- Discounts | (49,201) | (49,201) | (37,209) | 11,992 |
| TOTAL REVENUES | 1,180,874 | 1,180,847 | 1,044,659 | (136,188) |
| <u>EXPENDITURES</u> | | | | |
| <u>Administration</u> | | | | |
| Misc-Assessment Collection Cost | 24,600 | 24,600 | 19,272 | 5,328 |
| Total Administration | 24,600 | 24,600 | 19,272 | 5,328 |
| <u>Debt Service</u> | | | | |
| Principal Debt Retirement | 670,000 | - | - | - |
| Principal Prepayments | - | - | 15,000 | (15,000) |
| Interest Expense | 497,313 | 248,657 | 248,656 | 1 |
| Total Debt Service | 1,167,313 | 248,657 | 263,656 | (14,999) |
| TOTAL EXPENDITURES | 1,191,913 | 273,257 | 282,928 | (9,671) |
| Excess (deficiency) of revenues Over (under) expenditures | (11,039) | 907,590 | 761,731 | (145,859) |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | |
| Contribution to (Use of) Fund Balance | (11,039) | - | - | - |
| TOTAL FINANCING SOURCES (USES) | (11,039) | - | - | - |
| Net change in fund balance | \$ (11,039) | \$ 907,590 | \$ 761,731 | \$ (145,859) |
| FUND BALANCE, BEGINNING (OCT 1, 2021) | 1,240,737 | 1,240,737 | 1,240,737 | |
| FUND BALANCE, ENDING | \$ 1,229,698 | \$ 2,148,327 | \$ 2,002,468 | |

HARMONY

Community Development District

Series 2015 Debt Service Fund

Statement of Revenues, Expenditures and Changes in Fund Balances
For the Period Ending April 30, 2022

| ACCOUNT DESCRIPTION | ANNUAL ADOPTED BUDGET | YEAR TO DATE BUDGET | YEAR TO DATE ACTUAL | VARIANCE (\$) FAV(UNFAV) |
|--|-----------------------------|------------------------|------------------------|-----------------------------|
| <u>REVENUES</u> | | | | |
| Interest - Investments | \$ 43 | \$ 21 | \$ 27 | \$ 6 |
| Special Assmnts- Tax Collector | 856,710 | 856,710 | 685,964 | (170,746) |
| Special Assmnts- Other | 26,600 | 26,600 | 26,600 | - |
| Special Assmnts- Prepayment | - | - | 497,347 | 497,347 |
| Special Assmnts- Discounts | (34,269) | (34,269) | (25,504) | 8,765 |
| TOTAL REVENUES | 849,084 | 849,062 | 1,184,434 | 335,372 |
| <u>EXPENDITURES</u> | | | | |
| <u>Administration</u> | | | | |
| Misc-Assessment Collection Cost | 17,134 | 17,134 | 13,209 | 3,925 |
| Total Administration | 17,134 | 17,134 | 13,209 | 3,925 |
| <u>Debt Service</u> | | | | |
| Principal Debt Retirement | 390,000 | - | - | - |
| Principal Prepayments | - | - | 160,000 | (160,000) |
| Interest Expense | 430,606 | 215,303 | 215,303 | - |
| Total Debt Service | 820,606 | 215,303 | 375,303 | (160,000) |
| TOTAL EXPENDITURES | 837,740 | 232,437 | 388,512 | (156,075) |
| Excess (deficiency) of revenues Over (under) expenditures | 11,344 | 616,625 | 795,922 | 179,297 |
| <u>OTHER FINANCING SOURCES (USES)</u> | | | | |
| Contribution to (Use of) Fund Balance | 11,344 | - | - | - |
| TOTAL FINANCING SOURCES (USES) | 11,344 | - | - | - |
| Net change in fund balance | \$ 11,344 | \$ 616,625 | \$ 795,922 | \$ 179,297 |
| FUND BALANCE, BEGINNING (OCT 1, 2021) | 822,511 | 822,511 | 822,511 | |
| FUND BALANCE, ENDING | \$ 833,855 | \$ 1,439,136 | \$ 1,618,433 | |

HARMONY
Community Development District

Supporting Schedules

April 30, 2022

HARMONY

Community Development District

Non-Ad Valorem Special Assessments
Osceola County Tax Collector - Monthly Collection Report
For the Fiscal Year Ending September 30, 2022

| | | | | | Allocation by Fund | | |
|-----------------------------------|---------------------|------------------------------|------------------|-----------------------|---------------------|-------------------------------|-------------------------------|
| Date Received | Net Amount Received | Discount/ (Penalties) Amount | Collection Cost | Gross Amount Received | General Fund | Series 2014 Debt Service Fund | Series 2015 Debt Service Fund |
| ASSESSMENTS LEVIED FY 2022 | | | | \$ 3,924,167 | \$ 1,853,780 | \$ 1,228,420 | \$ 841,966 |
| Allocation % | | | | 100% | 47.24% | 31.30% | 21.46% |
| 11/22/21 | \$ 288,449 | \$ 12,264 | \$ 5,887 | \$ 306,599 | \$ 144,838 | \$ 95,978 | \$ 65,784 |
| 11/26/21 | \$ 13,417 | \$ 726 | \$ 274 | \$ 14,417 | \$ 6,811 | \$ 4,513 | \$ 3,093 |
| 12/08/21 | \$ 1,953,498 | \$ 83,057 | \$ 39,867 | \$ 2,076,422 | \$ 980,904 | \$ 650,003 | \$ 445,516 |
| 12/09/21 | \$ 1,872 | \$ 4 | \$ 38 | \$ 1,914 | \$ 904 | \$ 599 | \$ 411 |
| 12/22/21 | \$ 417,110 | \$ 17,654 | \$ 8,512 | \$ 443,277 | \$ 209,405 | \$ 138,763 | \$ 95,109 |
| 01/10/22 | \$ 57,709 | \$ 1,821 | \$ 1,178 | \$ 60,708 | \$ 28,678 | \$ 19,004 | \$ 13,025 |
| 01/10/22 | \$ 6,160 | \$ 194 | \$ 126 | \$ 6,480 | \$ 3,061 | \$ 2,028 | \$ 1,390 |
| 02/08/22 | \$ 365 | \$ 12 | \$ 7 | \$ 383 | \$ 181 | \$ 120 | \$ 82 |
| 02/09/22 | \$ 115,291 | \$ 2,691 | \$ 2,353 | \$ 120,335 | \$ 56,846 | \$ 37,670 | \$ 25,819 |
| 03/10/22 | \$ 38,281.87 | \$ 423.68 | \$ 781.26 | \$ 39,486.81 | \$ 18,653.61 | \$ 12,360.94 | \$ 8,472.26 |
| 04/08/22 | \$ 118,384.03 | \$ 19.08 | \$ 2,416.00 | \$ 120,819.11 | \$ 57,075.06 | \$ 37,821.19 | \$ 25,922.86 |
| 04/08/22 | \$ 6,119.52 | \$ - | \$ 124.89 | \$ 6,244.41 | \$ 2,949.87 | \$ 1,954.75 | \$ 1,339.80 |
| TOTAL | \$ 3,016,656 | \$ 118,865 | \$ 61,564 | \$ 3,197,085 | \$ 1,510,306 | \$ 1,000,815 | \$ 685,964 |

Collected in %

81%

| | | | | |
|--------------------------|-------------------|-------------------|-------------------|-------------------|
| TOTAL OUTSTANDING | \$ 727,081 | \$ 343,474 | \$ 227,605 | \$ 156,002 |
|--------------------------|-------------------|-------------------|-------------------|-------------------|

Note (1): Variance due to prepayments being received during budget process.

HARMONY

Community Development District

Cash and Investment Report*April 30, 2022***General Fund**

| <u>Account Name</u> | <u>Bank Name</u> | <u>Investment Type</u> | <u>Maturity</u> | <u>Yield</u> | <u>Balance</u> |
|-----------------------------|------------------|------------------------|-----------------|--------------|--------------------|
| Checking Account- Operating | Bank United | Checking Account | n/a | 0.00% | \$578,049 |
| Money Market Account | BankUnited | Money Market Account | n/a | 0.15% | \$1,404,155 |
| Subtotal | | | | | \$1,982,204 |

Debt Service and Capital Projects Funds

| <u>Account Name</u> | <u>Bank Name</u> | <u>Investment Type</u> | <u>Maturity</u> | <u>Yield</u> | <u>Balance</u> |
|-----------------------------|------------------|--------------------------------------|-----------------|--------------|--------------------|
| Series 2014 Interest Fund | US Bank | US Bank Governmental Obligation Fund | n/a | 0.05% | \$248,275 |
| Series 2014 Prepayment Fund | US Bank | US Bank Governmental Obligation Fund | n/a | 0.005% | \$81,952 |
| Series 2014 Reserve Fund | US Bank | US Bank Governmental Obligation Fund | n/a | 0.005% | \$607,313 |
| Series 2014 Revenue Fund | US Bank | US Bank Governmental Obligation Fund | n/a | 0.005% | \$360,953 |
| Series 2014 Sinking Fund | US Bank | US Bank Governmental Obligation Fund | n/a | 0.005% | \$665,000 |
| Series 2015 Interest Fund | US Bank | US Bank Open-Ended Commercial Paper | n/a | 0.05% | \$211,241 |
| Series 2015 Prepayment Fund | US Bank | US Bank Open-Ended Commercial Paper | n/a | 0.005% | \$501,755 |
| Series 2015 Reserve Fund | US Bank | US Bank Open-Ended Commercial Paper | n/a | 0.005% | \$340,000 |
| Series 2015 Revenue Fund | US Bank | US Bank Open-Ended Commercial Paper | n/a | 0.005% | \$153,724 |
| Series 2015 Sinking Fund | US Bank | US Bank Open-Ended Commercial Paper | n/a | 0.005% | \$385,000 |
| Subtotal | | | | | \$3,555,211 |
| Total | | | | | \$5,537,415 |

Subsection 5C

#265 Invoices and Check Register

Harmony

Community Development District

General Fund

Invoice Approval Report # 265

May 18, 2022

| Payee | Invoice Number | A= Approval R= Ratification | Invoice Amount |
|----------------------------------|---------------------|--------------------------------|----------------|
| BEE AND BEE INC. | 050422 | R | \$ 1,000.00 |
| | | Vendor Total | \$ 1,000.00 |
| BOWMAN and BLAIR ECOLOGY | 544 | R | \$ 6,690.00 |
| | 506 | R | \$ 1,200.00 |
| | | Vendor Total | \$ 7,890.00 |
| BRIGHT HOUSE NETWORKS - ACH | 028483401040722 ACH | R | \$ 123.98 |
| | 028483501043022 ACH | R | \$ 114.98 |
| | | Vendor Total | \$ 238.96 |
| CARDMEMBER SERVICE | 042522-1777 ACH | R | \$ 1,457.21 |
| | | Vendor Total | \$ 1,457.21 |
| FEDEX | 7-728-64037 | R | \$ 14.96 |
| | 7-744-30694 | R | \$ 21.60 |
| | | Vendor Total | \$ 36.56 |
| GENESIS BERRIOS | 042722 | R | \$ 250.00 |
| | | Vendor Total | \$ 250.00 |
| INFRAMARK, LLC | 76488 | R | \$ 35,410.90 |
| | | Vendor Total | \$ 35,410.90 |
| KATRINA S SCARBOROUGH | 2018516 | R | \$ 750.85 |
| | | Vendor Total | \$ 750.85 |
| ORLANDO SENTINEL | 046958802000 | R | \$ 274.93 |
| | | Vendor Total | \$ 274.93 |
| ORLANDO UTILITIES COMMISSION-ACH | 040822-9921 ACH | R | \$ 11,709.54 |
| | | Vendor Total | \$ 11,709.54 |
| PEGASUS ENGINEERING, LLC | 226020 | A | \$ 11,335.30 |
| | | Vendor Total | \$ 11,335.30 |
| POOLSURE | 101295629743 | R | \$ 496.50 |
| | 101295629874 | R | \$ 80.25 |
| | 101295630149 | R | \$ 285.00 |
| | 101295630151 | R | \$ 285.00 |
| | | Vendor Total | \$ 1,146.75 |

Harmony

Community Development District

General Fund

Invoice Approval Report # 265

May 18, 2022

| Payee | Invoice Number | A= Approval R= Ratification | Invoice Amount |
|----------------------------|-----------------|--------------------------------|----------------|
| SERVELLO & SONS INC | 21496 | R | \$ 40,935.34 |
| | 21559 | R | \$ 2,233.00 |
| | 21633 | R | \$ 990.88 |
| | 21787 | R | \$ 872.35 |
| | Vendor Total | | \$ 45,031.57 |
| SPIES POOL LLC | 380431 | R | \$ 11,577.50 |
| | Vendor Total | | \$ 11,577.50 |
| STEPHANIE ANDERSON | 050622 | R | \$ 250.00 |
| | Vendor Total | | \$ 250.00 |
| TOHO WATER AUTHORITY - ACH | 040122-8389 ACH | R | \$ 11,354.04 |
| | Vendor Total | | \$ 11,354.04 |
| WASTE CONNECTIONS OF FL. | 1386316W460 | R | \$ 240.00 |
| | Vendor Total | | \$ 240.00 |
| YOUNG QUALLS, P.A. | 16482 | A | \$ 4,000.00 |
| | Vendor Total | | \$ 4,000.00 |
| Total Invoices \$ | | | 143,954.11 |

Section 6

Staff Reports


Subsection 6A

District Engineer's Report

**COPY**

PROJECT MEMORANDUM

To: Harmony Community Development District Board of Supervisors

From: David Hamstra, P.E., CFM 
District Engineer

Date: May 19, 2022

Re: **Harmony Community Development District**

Subject: **District Engineer Report #11**

The purpose of this project memorandum is to briefly describe current and upcoming assignments.

Garden Road

Based on the April 28, 2022, CDD Board of Supervisors meeting, Pegasus Engineering (David Hamstra) was instructed to post-pone a public bid advertisement until after the follow-up budget workshop at which time a decision will be made whether or not to move forward with the project.

RV and Boat Storage Area

On Wednesday March 23, 2022, Pegasus Engineering (David Hamstra and Greg Teague) submitted the Site Development Plan application with construction plans and supporting documents to Osceola County. On Monday, May 9, 2022, Osceola County (Paula Archer) transmitted the following review comments to Greg Teague:

Transportation

1. PD19-00035 Master Plan shows a multi-use trail along the access road for this project, therefore, please revise to include trail.

GIS

1. The Legal Description provided on the Cover Sheet does not match the subject site acreage or legal description on the application page. Please update all documents with the same subject site acreage and legal description.

911

1. Please correct the address from 7370 Five Oaks Drive to Five Oaks Drive. Also, remove Garden Road from all site plans. It is a street name that does not exist. Resubmit with corrections. Any further questions can be sent to 911addressing@osceola.org or 407-742-5911.

Zoning

1. Cover Page: Change to reference the Planned Development to the most current version: PD21-00008.

Based on the May 12, 2022, CDD Budget Workshop, the Board of Supervisors directed Pegasus Engineering to cease work on this project until after a decision is made at the follow-up budget workshop scheduled for May 24, 2022.

Neighborhoods C-1 and C-2 Milling and Resurfacing Alleyways

On Sunday, May 15, 2022, the project was advertised in the Orlando Sentinel and the documents were uploaded to DemandStar. As of May 18, 2022, nine (9) contractors have downloaded the bid documents from DemandStar. The following is the current schedule:

- Advertisement Date:..... May 15, 2022
- Deadline for Bidder Questions..... June 16, 2022
- Deadline for Bid Submittal..... June 23, 2022 at 10:00 am
- Preliminary Bid Evaluation..... June 30, 2022
- Bid Award..... July 28, 2022

The Estates

On Saturday, May 7, 2022, Pegasus Engineering (David Hamstra) conducted another follow-up site inspection. Based on the site inspection, Pegasus Engineering shall coordinate with the following parties to address the outstanding tasks:

- Continue to coordinate with Regatta Homes to address the sediment and erosion control issues associated with 7132 Oak Glen Trail (Lot 27) and 7144 Oak Glen Trail (Lot 32).



- Continue to coordinate with Millenia Holding Group (Jaime Rodriguez) to address the sediment and erosion control issues, as well as removing the clearing and grubbing debris, associated with 7134 Oak Glen Trail (Lot 28) and 7136 Oak Glen Trail (Lot 29).



- Coordinate with Osceola County Road and Bridge to replace the top of the existing underdrain clean-out between 7157 and 7159 Oak Glen Trail.



- Evaluate potential improvements to address the standing water behind 7134, 7136, and 7138 Oak Glen Trail.

On Friday, May 13, 2022, Atlantic Pipe Services (APS) completed their CCTV inspection program and the cleaning of the remaining storm pipes and drainage inlets. On Wednesday, May 18, 2022, APS prepared and mailed-out the final CCTV inspection reports and digital files to Pegasus Engineering for their review.

House Bill No. 53 (Public Works Bill)

Refer to **Attachment "A"** for a proposal from Pegasus Engineering to prepare and submit the 20-year Stormwater Needs Analysis Report to the Office of Economic and Demographic Research (EDR). Upon completion of the 20-year Stormwater Need Analysis Report, Pegasus Engineering shall submit to Osceola County on or before June 30, 2022. After all of the submitted reports are reviewed, a compiled version will be submitted by County staff to EDR by July 31, 2022.

Wetland Conservation Areas

On Tuesday, April 26, 2022, Bowman and Blair Ecology and Design, Inc. (Catherine Bowman) finalized and submitted the new Baseline Monitoring Report to the South Florida Water Management District (SFWMD) (Stefan Pierre).

Dog Park

Pegasus Engineering (Beth Whitehart) shall coordinate with Inframark (Brett Perez) to prepare construction plans and secure a contractor to coordinate with the Toho Water Authority to approve the installation and inspection of the water service line to the Dog Park.

Billy's Trail

Upon completion of the homes along Billy's Trail and removal of the sediments, Pegasus Engineering shall utilize the survey drawing to depict recommended drainage and grading improvements to connect the new alignment to the existing Billy's Trail alignment.

Atwood Drive

During a recent storm event, a homeowner sent an email describing localized flooding associated with Atwood Drive which is the roadway that internally connects South Lake and East Lake. On Saturday, April 16, 2022, Pegasus Engineering (David Hamstra) conducted a site inspection of the reported problem area. Within the CDD open space between the Atwood Drive and the stormwater pond to the east, there is a topographic low area that collects rainfall and some limited runoff from higher area which creates the observed ponding. The CDD may consider regrading this area to prevent rainfall and runoff from accumulating within the CDD open space.



Reserve Study

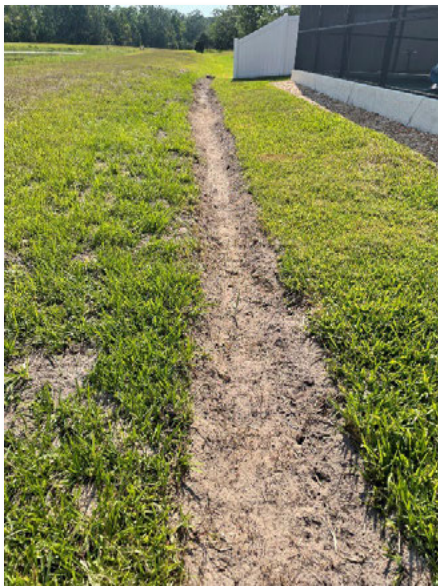
Pegasus Engineering (David Hamstra) and Inframark (Angel Montagna) shall coordinate with Florida Reserve Study and Appraisals (Steve Swartz) to ensure that the future capital costs are representative of current construction costs. Specifically, the unit costs within the study will be updated after bids have been received for several capital projects.

Stormwater Management System

Prior to the start of the typical wet season (June 2022), Pegasus Engineering (David Hamstra) shall conduct a site inspection of each control structure to confirm if maintenance is required to ensure proper conveyance of the discharge during a significant storm event.

Cherry Hill Rear Yard Swale Repairs

The past few weeks, Inframark (Brett Perez and Vincent Morrell) completed the initial swale regrading. Inframark is currently coordinating with a vendor to sod the area.



Harmony Community Development District
District Engineer Report #11
May 19, 2022
Page 7

Sidewalk Maintenance Program

Pegasus Engineering (David Hamstra) shall coordinate with the Chairman (Teresa Kramer) and Inframark (Brett Perez) to update the sidewalk maps.

END OF MEMO

cc: Angel Montagna, Inframark Services
Brett Perez, Inframark Services
Vincent Morrell, Inframark Services
Tim Qualls, Young Qualls, P.A.
Greg Teague, Pegasus Engineering
Pegasus Project File MSC-22055

Attachment “A”

Pegasus Engineering
House Bill 53 Proposal



May 18, 2022

MSC-22055

Ms. Angel Montagna, LCAM
Central Regional Manager
Inframark Infrastructure Management Services
313 Campus Street
Celebration, Florida 34747

**Re: Florida House Bill 53
First Round of Stormwater 20-Year Needs Analysis**

Subj: Harmony CDD 2022-2042 Stormwater Needs Analysis Report

Dear Angel:

Please find herein a proposal for your review and approval associated with the preparation of the 2022-2042 Stormwater Needs Analysis Report.

As part of the 2021 regular session, the Legislature recognized the need for a long-term planning process for stormwater and wastewater by passing House Bill 53. Section 403.9302, F.S., of the House Bill directs municipalities and special districts that provide a stormwater management system or program, to develop a 20-year stormwater needs analysis, every five years.

To fulfill the statutory requirements for the first cycle of reports, the Harmony Community Development District (CDD) is required to submit the Stormwater 20-Year Needs Analysis to Osceola County by June 30, 2022. In turn, Osceola County will compile the reports for the various municipalities', special districts, and CDD's, including their own, and submit them to the Florida Legislature Office of Economic and Demographic Research (EDR) and to the Department of Environmental Protection (FDEP) by July 31, 2022. EDR will then publish an analysis of the stormwater submissions in the 2023 edition of the Annual Assessments of Florida's Water Resources and Conservation Lands.

The preparation of the Stormwater 20-Year Needs Analysis will involve the following tasks to be performed by Pegasus Engineering:

1. Conduct a kick-off meeting with Inframark staff to discuss the requirements of the analysis report.
2. Perform continuing coordination efforts, including conference calls, e-mail correspondence, and discussions with Inframark, Osceola County, EDR, and FDEP, as necessary, to coordinate, plan and manage the project.

Ms. Angel Montagna, LCAM

May 18, 2022

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3. Prepare a data request to Inframark that may include:

- Stormwater Maintenance Records for the preceding five years
- Stormwater Financial Reports for operation and capital improvement for the preceding five years
- Service Area Extents

4. Prepare the Stormwater Needs Analysis Report, covering the period from October 1, 2021, to September 30, 2042, based on the following eight (8) parts:

- Part 1: Detailed description of the Stormwater Management Program (Section 403.9302(3)(a), F.S.), including: narrative description, current stormwater program activities, and current stormwater program operation and maintenance activities.
- Part 2: Detailed description of the Stormwater Management System and its facilities and projects (Section 403.9302(3)(a), F.S.).
- Part 3: The number of current and projected residents served calculated in 5-year increments (Section 403.9302(3)(b), F.S.) – task to be coordinated directly with EDR.
- Part 4: The current and projected service area for the Stormwater Management Program/ Stormwater Management System (Section 403.9302(3)(c) F.S.).
- Part 5: The current and projected cost of providing services calculated in 5-year increments (Section 403.9302(3)(d), F.S.), including Routine Operation and Maintenance, Future Expansion (Committed Funding Source), and Future Expansion with No Identified Funding Source.
- Part 6: The estimated remaining useful life of each facility or its major components (Section 403.9302(3)(e), F.S.).
- Part 7: The most recent 5-year history of annual contributions to, expenditures from, and balances of any capital account for maintenance or expansion of any facility or its major components. (Section 403.9302(3)(f), F.S.), classified under the following four categories of expenditures: routing and operation and maintenance, expansion, and replacement of aging infrastructure.
- Part 8: The CDD's plan to fund the maintenance or expansion of any facility or its major components. The plan must include historical and estimated future revenues and expenditures with an evaluation of how the local government expects to close any projected funding gap (Section 403.9302(3)(g), F.S.).

Ms. Angel Montagna, LCAM
May 18, 2022
Page 3

5. Submit a Draft Stormwater Needs Analysis Report to the CDD for review and approval.
6. Address review comments by the CDD on the Draft Stormwater Needs Analysis Report and prepare a final version of the document.
7. Submit the Final Stormwater Needs Analysis Report to Osceola County on or before June 30, 2022, for inclusion in the County's submittal to EDR and FDEP.
8. Address any review comments by Osceola County, EDR or FDEP related to the submitted Stormwater Needs Analysis Report, if any, and provide an updated version of the report.

The above-described services will be performed for an hourly not-to-exceed fee amount of **\$6,500** in accordance with Pegasus' current fee schedule:

| Staff Member | Anticipated Manhours (hours) | Current Hourly Rate (\$/hour) | Total |
|--------------------------------------|------------------------------|-------------------------------|-------------------|
| Project Manager, Hamstra, P.E. | 4 | \$195.00 | \$780.00 |
| Sr. Project Engineer, Saavedra, P.E. | 20 | \$180.00 | \$3,600.00 |
| Project Engineer, Whikehart, P.E. | 4 | \$150.00 | \$600.00 |
| CADD Technician, Greenough | 12 | \$100.00 | \$1,200.00 |
| Clerical, Villanueva | 4 | \$80.00 | \$320.00 |
| Total Fee | | | \$6,500.00 |

We look forward to the opportunity to serve the CDD on this important assignment to allow for the CDD's compliance with this important requirement established by the Florida Legislature. If you have any questions, please contact me directly at 407-992-9160, extension 309, or by email at david@pegasusengineering.net.

Very truly yours,

PEGASUS ENGINEERING, LLC

David W. Hamstra, P.E., CFM
Principal / Stormwater Department Manager

cc: Leylah Saavedra, Pegasus Engineering

Ms. Angel Montagna, LCAM
May 18, 2022
Page 4

Florida House Bill 53
First Round of Stormwater 20-Year Needs Analysis
Harmony CDD
2022-2042 Stormwater Needs Analysis Report

Approved for Pegasus Engineering, LLC


Fursan Munjed, P.E.

Principal
Officer's Title

March 18, 2022
Date

This proposal is hereby accepted and authorization to proceed is hereby given
(Please return one executed copy of this proposal for our Pegasus Engineering records).

Authorized Signature

Officer's Title

Date

Subsection 6B

District Counsel Report

YOUNG QUALLS, P.A.
ATTORNEYS AND COUNSELORS AT LAW

216 South Monroe Street
Tallahassee, Florida 32301

Reply To:
Post Office Box 1833
Tallahassee, FL 32302-1833

Telephone: (850) 222-7206
Facsimile: (850) 765-4451

Harmony Community Development District
May 2022 General Counsel Report
05.26.2022

- I. Servello Landscape and Grounds Maintenance Addendum for additional service areas at an additional \$3,360.00 annually
 - Completed and sent to District Manager for review.
- II. Servello proposal #6580 for Blazing Star
 - Per District Manager, approval has been placed on hold.
- III. Proposal from AWM
 - Awaiting proposal from District Manager
- IV. Harmony Deeds/Ownership Records
 - We have compiled all deeds we were able to find in our records. By way of reminder, we are NOT the custodian of your public records. We have requested any deeds your custodian of records finds so that we may compare the same with our records. We will then compare with the official records.
 - We did speak with a real estate attorney and will provide an update at the meeting.
- V. Landscape Request for Proposal
 - See attached memorandum concerning the appropriate review and evaluation of responses to the landscape RFP.



CFN 2016029318
Bk 4920 Pgs 2792-2794 (3 Pgs)
DATE: 03/01/2016 12:25:17 PM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$27.00
DEED DOC \$0.70

This instrument prepared by
and should be returned to:

David L. Evans, Jr., Esq.
BAKER & HOSTETLER LLP
SunTrust Center, Suite 2300
200 South Orange Avenue
Orlando, Florida 32801
(407) 649-4000

DEED OF DEDICATION

State of Florida
Osceola County
(H-2 Plat)

THIS DEED OF DEDICATION, made and given this 29th day of February, 2016, by **BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP**, a Florida limited liability limited partnership, whose post office address is c/o Starwood Land Ventures, LLC, 6310 Capital Drive, Suite 130, Lakewood Ranch, Florida 34202 (hereinafter called the "Grantor") to **HARMONY COMMUNITY DEVELOPMENT DISTRICT**, a limited special and single purpose local government created by Chapter 190, Florida Statutes, and established by County Ordinance, being situated in Osceola County, and whose address is 610 Sycamore Street, Suite 140, Celebration, Florida 34747 ("Grantee").

(Whenever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, hereby further evidences the dedication to the perpetual use of Grantee for the proper uses and purposes of Grantee and does hereby confirm the remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, described as follows, as originally set forth in that certain Plat entitled HARMONY NEIGHBORHOOD H-2 recorded in Plat Book 24 at Pages 36-39 of the Public Records of Osceola County Florida:

Tracts H2-100, H2-200 and H2-300 as described in that certain Plat entitled HARMONY NEIGHBORHOOD H-2 (the "Plat") recorded in Plat Book 24 at Pages 36-39 of the Public Records of Osceola County Florida (the "Property").

The conveyance, dedication and acceptance of the Property is made subject to all of the terms and conditions of the Plat, including, but not limited to, the rights and easements reserved by and granted to the Grantor, its grantees, successors and assigns, pursuant to the Plat.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining to the proper use, benefit and behoof of the said Grantee forever.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]


IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

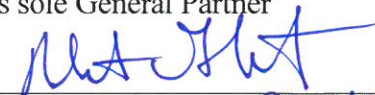
Signed, sealed and delivered
in the presence of:


"Grantor"

Birchwood Acres Limited Partnership, LLLP,
a Florida limited liability limited partnership

By: VII GP Harmony, L.L.C., a
Delaware limited liability company
as its sole General Partner


Signature of Witness
Print Name: Lori E. Joyce

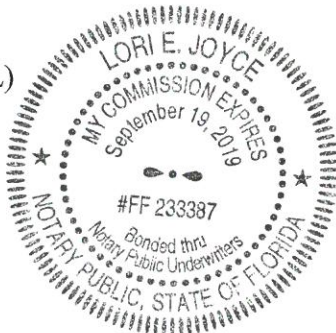
By: 
Print Name: Robert Glantz
Its: Authorized Agent

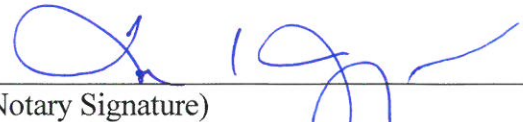

Signature of Witness
Print Name: Kathie Maloney

State of Florida)
)ss.
County of Manatee)

The foregoing instrument was acknowledged before me this 26 day of February 2016, by Robert Glantz, as Authorized Agent of VII GP Harmony, L.L.C., a Delaware limited liability company, as the sole General Partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)




(Notary Signature)

Lori E. Joyce

(Notary Name Printed)

NOTARY PUBLIC

Commission No. FF 233387

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kristen K. Idle, Esq.
Godbold, Downing, Bill, & Rentz, P.A.
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789

SPECIAL WARRANTY DEED

~~September~~ ^{October} THIS SPECIAL WARRANTY DEED is made and executed this 7th day of ~~September~~, 2019, by **Harmony Florida Land LLC**, a Delaware limited liability company, whose address is 1750 W. Broadway, Suite 111, Oviedo, Florida 32765, hereinafter called "**Grantor**," to **Harmony Community Development District**, a limited special and single purpose local government created by Chapter 190, Florida Statutes, having a mailing address of 313 Campus Street, Celebration, Florida 34747, hereinafter called "**Grantee**";

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Osceola County, Florida as shown and more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Property**").

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, and that said land is subject to all restrictions, reservations and easements of record, provided that this shall not serve to reimpose same, except real property taxes accruing subsequent to December 31, 2018.

IN WITNESS WHEREOF Grantor executed this Special Warranty Deed in favor of Grantee as of the day, month and year first above written.

Signed, sealed and delivered
in the presence of:

Harmony Florida Land LLC, a Delaware
limited liability company

By: 
Richard Jerman, Vice President

Sign: 
Print: Kristy Horan


Sign: Kristen K. Idle
Print: Kristen K. Idle

STATE OF FLORIDA

County of ORANGE

The foregoing instrument was acknowledged before me this 2nd day of OCTOBER, 2019, by Richard Jerman, as Vice President of HARMONY FLORIDA LAND LLC, a Delaware limited liability company, on behalf of the company.

[NOTARIAL SEAL]

Notary: 
Print Name: _____
Notary Public, State of _____
My commission expires: _____



☒ Personally Known OR ☐ Produced Identification
Type of Identification Produced _____

EXHIBIT A

THE PROPERTY

Tract VC-1, BIRCHWOOD "VC-1" TRACT, according to the plat thereof, as recorded in Plat Book 14, Pages 173-174, Public Records of Osceola County, Florida.

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kristen K. Idle, Esq.
Godbold, Downing, Bill, & Rentz, P.A.
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed this 30 day of August, 2019, by **Harmony Florida Land LLC**, a Delaware limited liability company, whose address is 1750 W. Broadway, Suite 111, Oviedo, Florida 32765, hereinafter called **"Grantor,"** to **Harmony West Community Development District**, a limited special and single purpose local government created by Chapter 190, Florida Statutes, having a mailing address of c/o Wrathell Hunt & Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431, hereinafter called **"Grantee";**

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Osceola County, Florida as shown and more particularly described on **Exhibit A** attached hereto and incorporated herein (the **"Property"**).

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, and that said land is subject to all restrictions, reservations and easements of record, provided that this shall not serve to reimpose same, except real property taxes accruing subsequent to December 31, 2018.

IN WITNESS WHEREOF Grantor executed this Special Warranty Deed in favor of Grantee as of the day, month and year first above written.

Signed, sealed and delivered
in the presence of:

Harmony Florida Land LLC, a Delaware
limited liability company

By: [Signature]
Denver Marlow, Vice President

Sign: [Signature]
Print: RICHARD A. JERMAN

Sign: [Signature]
Print: JENNIFER JERMAN

STATE OF FLORIDA

County of SEMINOLE

The foregoing instrument was acknowledged before me this 29 day of AUGUST, 2019, by Denver Marlow, as Vice President of HARMONY FLORIDA LAND LLC, a Delaware limited liability company, on behalf of the company.

[NOTARIAL SEAL]



Notary: [Signature]
Print Name: JENNIFER JERMAN
Notary Public, State of FLORIDA
My commission expires: 10/24/22

☒ Personally Known OR ☐ Produced Identification
Type of Identification Produced _____

EXHIBIT A**THE PROPERTY**

A parcel known as Buck Lake lying below the Ordinary High Water line thereof in Sections 18 and 19, Township 26 South, Range 32 East and Section 24, Township 26 South, Range 31 East, Osceola County, Florida and being more particularly described as follows:

Commence at the Northeast corner of Section 24, Township 26 South, Range 31 East; thence run S00°29'53"E, along the East line of said Section, a distance of 1172.17 feet for the POINT OF BEGINNING; thence along the Ordinary High Water line generally approximated by the following courses and distances: run N35°05'51"E, a distance of 254.25 feet; thence run N51°34'06"E, a distance of 278.43 feet; thence run N67°14'14"E, a distance of 340.20 feet; thence run N57°32'26"E, a distance of 272.05 feet; thence run N42°14'27"E, a distance of 174.02 feet; thence run N66°53'07"E, a distance of 257.35 feet; thence run N81°59'06"E, a distance of 354.40 feet; thence run S86°00'16"E, a distance of 109.72 feet; thence run N74°14'19"E, a distance of 85.44 feet; thence run N61°47'53"E, a distance of 157.28 feet; thence run N80°42'37"E, a distance of 268.99 feet; thence run N88°23'01"E, a distance of 186.62 feet; thence run N64°08'16"E, a distance of 343.04 feet; thence run N69°26'07"E, a distance of 375.43 feet; thence run N71°19'10"E, a distance of 186.77 feet; thence run S74°54'58"E, a distance of 186.75 feet; thence run S76°55'42"E, a distance of 155.85 feet; thence run S56°03'34"E, a distance of 160.27 feet; thence run S64°31'57"E, a distance of 168.06 feet; thence run S48°21'40"E, a distance of 212.77 feet; thence run S35°19'37"E, a distance of 287.07 feet; thence run S37°09'48"E, a distance of 216.48 feet; thence run S20°48'45"E, a distance of 317.57 feet; thence run S04°52'22"E, a distance of 234.92 feet; thence run S03°02'47"W, a distance of 138.21 feet; thence run S11°05'36"E, a distance of 302.92 feet; thence run S03°12'25"W, a distance of 128.76 feet; thence run S12°26'54"W, a distance of 216.27 feet; thence run S05°13'56"W, a distance of 530.08 feet; thence run S04°03'08"W, a distance of 522.29 feet; thence run S00°44'43"E, a distance of 646.21 feet; thence run S10°12'06"E, a distance of 458.36 feet; thence run S54°35'41"E, a distance of 188.84 feet; thence run S11°47'10"E, a distance of 278.87 feet to a point on the North line of Wetland 4-2; thence along said North line the following courses and distances: run S17°31'25"W, a distance of 88.55 feet; thence run S27°43'51"W, a distance of 109.83 feet; thence run S41°53'52"W, a distance of 94.17 feet; thence run S54°31'55"W, a distance of 59.54 feet; thence run S56°13'57"W, a distance of 59.37 feet; thence run S62°08'42"W, a distance of 65.39 feet; thence run S79°53'36"W, a distance of 73.17 feet; thence run N88°39'50"W, a distance of 77.34 feet; thence run N78°43'26"W, a distance of 78.68 feet; thence run N85°33'25"W, a distance of 57.49 feet; thence run S84°28'55"W, a distance of 58.94 feet; thence run S77°17'31"W, a distance of 104.65 feet; thence run N72°44'13"W, a distance of 84.45 feet; thence run S00°00'00"E, a distance of 26.95 feet; thence run S90°00'00"W, a distance of 55.84 feet; thence run N09°34'14"W, a distance of 30.26 feet; thence run S54°01'43"W, a distance of 33.28 feet; thence run S77°46'23"W, a distance of 166.76 feet; thence run S77°55'25"W, a distance of 116.36 feet; thence run S86°47'43"W, a distance of 163.61 feet; thence run N81°49'04"W, a distance of 137.81 feet; thence run N71°54'22"W, a distance of 92.88 feet; thence run N73°48'35"W, a distance of 124.88 feet; thence run N75°49'53"W, a distance of 112.64 feet; thence run N65°05'33"W, a distance of 72.22 feet; thence run S83°21'19"W, a distance of 70.14 feet; thence run N89°51'30"W, a distance of 97.46 feet; thence run S67°05'49"W, a distance of 48.11 feet; thence run N86°45'02"W, a distance of 104.02 feet; thence run S83°48'43"W, a distance of 248.12 feet; thence run N89°46'44"W, a distance of 141.24 feet; thence run N84°24'05"W, a distance of 77.09 feet; thence run S78°36'14"W, a distance of 103.83 feet; thence run S76°07'35"W, a distance of 122.05 feet; thence run S75°01'37"W, a distance of 114.82 feet; thence run S79°20'34"W, a distance of 145.66 feet; thence run S80°19'48"W, a distance of 149.89 feet; thence run S77°13'23"W, a distance of 89.20 feet; thence run S83°37'44"W, a distance of 119.57 feet; thence run S85°39'58"W, a distance of 109.78 feet; thence run N85°56'43"W, a distance of 64.32 feet; thence run S81°44'42"W, a distance of 62.17 feet; thence run S81°06'11"W, a distance of 56.15 feet; thence run N81°21'34"W, a distance of 51.55 feet; thence run N61°02'45"W, a distance of 29.11 feet; thence run S63°41'20"W, a distance of 76.06 feet; thence run N80°27'48"W, a distance of 28.56 feet; thence run N81°24'08"W, a distance of 61.97

feet; thence run N69°08'38"W, a distance of 51.41 feet; thence run N67°32'36"W, a distance of 135.29 feet; thence run N69°28'57"W, a distance of 85.66 feet; thence run N59°12'13"W, a distance of 127.31 feet; thence run N59°22'01"W, a distance of 115.08 feet; thence run N55°11'26"W, a distance of 84.52 feet; thence run N51°15'42"W, a distance of 99.46 feet; thence run N54°41'52"W, a distance of 122.85 feet; thence run N38°15'01"W, a distance of 47.80 feet; thence run N45°19'00"W, a distance of 947.04 feet to the Northwest corner of said Wetland W4-2; thence continue along said Ordinary High Water Line as generally approximated by the following courses and distances: run N28°55'52"W, a distance of 617.03 feet; thence run N10°20'48"W, a distance of 269.13 feet; thence run N30°23'16"E, a distance of 851.48 feet; thence run N24°49'14"E, a distance of 559.41 feet; thence run N38°48'31"E, a distance of 595.49 feet; thence run N35°05'51"E, a distance of 125.21 feet to the POINT OF BEGINNING.

This instrument prepared by
and should be returned to:

David L. Evans, Jr., Esq.
BAKER & HOSTETLER LLP
SunTrust Center, Suite 2300
200 South Orange Avenue
Orlando, Florida 32801
(407) 649-4000

DEED OF DEDICATION

State of Florida
Osceola County
(O-1 Plat)

THIS DEED OF DEDICATION, made and given this 21st day of JUNE, 2017, by **BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP**, a Florida limited liability limited partnership, whose post office address is c/o Starwood Land Ventures, LLC, 6310 Capital Drive, Suite 130, Lakewood Ranch, Florida 34202 (hereinafter called the "Grantor") to **HARMONY COMMUNITY DEVELOPMENT DISTRICT**, a limited special and single purpose local government created by Chapter 190, Florida Statutes, and established by County Ordinance, being situated in Osceola County, and whose address is 313 Campus Street, Celebration, Florida 34747 ("Grantee").

(Whenever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, hereby further evidences the dedication to the perpetual use of Grantee for the proper uses and purposes of Grantee and does hereby confirm the remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, described as follows, as originally set forth in that certain Plat entitled HARMONY NEIGHBORHOOD O-1 recorded in Plat Book 25 at Pages 76-82 of the Public Records of Osceola County Florida:

Tract O-100, Tract O-300, Tract O-400 and Tract O-600 as described in that certain Plat entitled HARMONY NEIGHBORHOOD O-1 (the "Plat") recorded in Plat Book 25 at Pages 76-82 of the Public Records of Osceola County Florida (the "Property").



The conveyance, dedication and acceptance of the Property is made subject to all of the terms and conditions of the Plat, including, but not limited to, the rights and easements reserved by and granted to the Grantor, its grantees, successors and assigns, pursuant to the Plat.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining to the proper use, benefit and behoof of the said Grantee forever.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

"Grantor"

Birchwood Acres Limited Partnership, LLLP,
a Florida limited liability limited partnership

By: VII GP Harmony, L.L.C., a
Delaware limited liability company
as its sole General Partner

By: [Signature]
Print Name: Robert Glantz
Its: Authorized Agent

[Signature]

Signature of Witness

Print Name: Lori E. Joyce

[Signature]

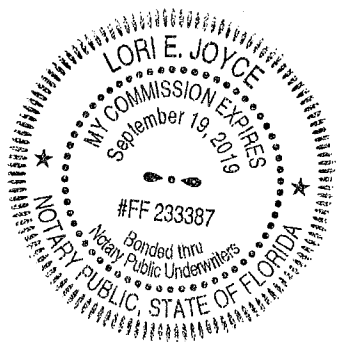
Signature of Witness

Print Name Jennifer LaFemina

State of Florida)
)ss.
County of Manatee)

The foregoing instrument was acknowledged before me this 21 day of June, 2017, by Robert Glantz, as Authorized Agent of VII GP Harmony, L.L.C., a Delaware limited liability company, as the sole General Partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



[Signature]
(Notary Signature)

Lori E. Joyce

(Notary Name Printed)

NOTARY PUBLIC

Commission No. FF 233397

**THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:**

Kristen K. Idle, Esq.
Godbold, Downing, Bill, & Rentz, P.A.
222 W. Comstock Avenue, Suite 101
Winter Park, Florida 32789

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made and executed this 7th day of October, 2019, by **Harmony Florida Land LLC**, a Delaware limited liability company, whose address is 1750 W. Broadway, Suite 111, Oviedo, Florida 32765, hereinafter called "**Grantor**," to **Harmony Community Development District**, a limited special and single purpose local government created by Chapter 190, Florida Statutes, having a mailing address of 313 Campus Street, Celebration, Florida 34747, hereinafter called "**Grantee**";

WITNESSETH:

That Grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the Grantee, all that certain land situated in Osceola County, Florida as shown and more particularly described on **Exhibit A** attached hereto and incorporated herein (the "**Property**").

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

TO HAVE AND TO HOLD, the same in fee simple forever.

AND, the Grantor hereby covenants with the Grantee that it is lawfully seized of the Property in fee simple; that it has good right and lawful authority to sell and convey the Property; that it hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor, and that said land is subject to all restrictions, reservations and easements of record, provided that this shall not serve to reimpose same, except real property taxes accruing subsequent to December 31, 2018.

IN WITNESS WHEREOF Grantor executed this Special Warranty Deed in favor of Grantee as of the day, month and year first above written.

Signed, sealed and delivered
in the presence of:

Harmony Florida Land LLC, a Delaware
limited liability company

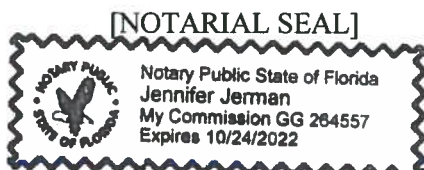
By: [Signature]
Denver Marlow, Vice President

Sign: [Signature]
Print: RICHARD A. JERMAN
Sign: [Signature]
Print: JENNIFER JERMAN

STATE OF FLORIDA

County of SEMIWOLE

The foregoing instrument was acknowledged before me this 29 day of AUGUST, 2019, by Denver Marlow, as Vice President of HARMONY FLORIDA LAND LLC, a Delaware limited liability company, on behalf of the company.



Notary: [Signature]
Print Name: JENNIFER JERMAN
Notary Public, State of FLORIDA
My commission expires: 10/24/22

☒ Personally Known OR ☐ Produced Identification
Type of Identification Produced _____

EXHIBIT A**THE PROPERTY****LEGAL DESCRIPTION (Wetland 4-2)**

A portion of Section 19, Township 26 South, Range 32 East and Section 24, Township 26 South, Range 31 East, Osceola County, Florida being more particularly described as follows:

Commence at the Southwest corner of Section 19, Township 26 South, Range 32 East; thence N00°19'04"W, along the West line of said Section 19, a distance of 351.11 feet to the POINT OF BEGINNING; thence run S75°12'33"E, a distance of 27.05 feet; thence run S68°48'29"E, a distance of 69.00 feet; thence run S60°47'25"E, a distance of 73.78 feet; thence run S63°38'40"E, a distance of 97.40 feet; thence run S75°31'08"E, a distance of 129.28 feet; thence run S77°38'37"E, a distance of 115.21 feet; thence run S84°14'24"E, a distance of 111.16 feet; thence run S80°47'15"E, a distance of 133.71 feet; thence run S66°11'21"E, a distance of 103.43 feet; thence run S88°49'46"E, a distance of 104.15 feet; thence run S56°16'43"E, a distance of 31.15 feet; thence run N89°25'25"E, a distance of 84.76 feet; thence run N74°26'58"E, a distance of 56.28 feet; thence run N88°10'24"E, a distance of 19.94 feet; thence run N67°13'49"E, a distance of 50.46 feet; thence run S85°25'39"E, a distance of 126.04 feet; thence run S87°12'26"E, a distance of 68.50 feet; thence run S86°12'52"E, a distance of 39.81 feet; thence run N77°03'54"E, a distance of 69.96 feet; thence run N73°41'16"E, a distance of 85.41 feet; thence run N75°42'18"E, a distance of 128.72 feet; thence run N80°17'28"E, a distance of 109.82 feet; thence run N57°10'13"E, a distance of 93.51 feet; thence run N48°51'09"E, a distance of 128.17 feet; thence run N76°07'32"E, a distance of 83.73 feet; thence run N74°37'28"E, a distance of 134.24 feet; thence run N89°44'37"E, a distance of 88.59 feet; thence run N82°52'09"E, a distance of 83.51 feet; thence run N65°23'09"E, a distance of 76.30 feet; thence run S89°31'56"E, a distance of 70.42 feet; thence run N63°08'45"E, a distance of 43.40 feet; thence run N79°58'21"E, a distance of 86.10 feet; thence run S85°26'46"E, a distance of 144.54 feet; thence run N77°04'25"E, a distance of 97.27 feet; thence run S24°30'31"E, a distance of 77.53 feet; thence run S81°43'31"E, a distance of 74.59 feet; thence run S23°26'45"E, a distance of 45.82 feet; thence run S08°32'20"E, a distance of 67.49 feet; thence run S51°28'04"E, a distance of 90.65 feet; thence run S43°32'44"E, a distance of 65.55 feet; thence run S38°39'42"E, a distance of 96.90 feet; thence run S55°55'10"E, a distance of 72.55 feet; thence run S76°09'25"E, a distance of 72.75 feet; thence run N84°13'47"E, a distance of 84.72 feet; thence run N88°59'15"E, a distance of 110.66 feet; thence run N78°13'33"E, a distance of 58.23 feet; thence run N81°45'37"E, a distance of 99.94 feet; thence run N60°19'14"E, a distance of 63.78 feet; thence run N39°17'26"E, a distance of 74.37 feet; thence run N06°08'25"W, a distance of 70.53 feet; thence run N06°28'51"E, a distance of 49.29 feet; thence run N12°28'23"E, a distance of 51.63 feet; thence run N45°53'05"E, a distance of 24.38 feet; thence run N16°59'30"W, a distance of 111.46 feet; thence run N06°01'43"W, a distance of 65.84 feet; thence run N28°11'58"E, a distance of 39.73 feet; thence run S16°38'48"E, a distance of 94.69 feet; thence run S25°47'53"E, a distance of 119.32 feet; thence run S29°47'50"E, a distance of 79.13 feet; thence run S87°42'09"E, a distance of 25.58 feet; thence run N51°17'36"E, a distance of 31.62 feet; thence run N44°53'54"E, a distance of 23.93 feet; thence run S44°51'46"E, a distance of 83.68 feet; thence run S70°41'13"E, a distance of 46.83 feet; thence run N30°33'54"E, a distance of 58.62 feet; thence run N83°38'44"E, a distance of 32.91 feet; thence run S57°28'02"E, a distance of 36.99 feet; thence run N43°11'43"E, a distance of 39.64 feet; thence run N72°16'26"E, a distance of 68.78 feet; thence run N89°44'44"E, a distance of 28.07 feet; thence run S43°22'20"E, a distance of 59.17 feet; thence run S42°24'57"E, a distance of 30.13 feet; thence run N87°46'05"E, a distance of 52.54 feet; thence run N82°00'00"E, a distance of 72.48 feet; thence run N68°16'48"E, a distance of 130.14 feet; thence run N62°54'13"E, a distance of 63.75 feet; thence run N69°59'15"E, a distance of 86.69 feet; thence run N56°48'10"E,

a distance of 42.42 feet; thence run S66°13'25"E, a distance of 38.96 feet; thence run N84°13'51"E, a distance of 78.82 feet; thence run S77°25'45"E, a distance of 56.48 feet; thence run N25°02'50"W, a distance of 609.33 feet; thence run S89°09'48"W, a distance of 0.60 feet; thence run S17°31'25"W, a distance of 88.55 feet; thence run S27°43'51"W, a distance of 109.83 feet; thence run S41°53'52"W, a distance of 94.17 feet; thence run S54°31'55"W, a distance of 59.54 feet; thence run S56°13'57"W, a distance of 59.37 feet; thence run S62°08'42"W, a distance of 65.39 feet; thence run S79°53'36"W, a distance of 73.17 feet; thence run N88°39'50"W, a distance of 77.34 feet; thence run N78°43'28"W, a distance of 78.88 feet; thence run N85°33'25"W, a distance of 57.49 feet; thence run S84°28'55"W, a distance of 58.94 feet; thence run S77°17'31"W, a distance of 104.65 feet; thence run N72°44'13"W, a distance of 84.45 feet; thence run S00°00'00"E, a distance of 26.95 feet; thence run S90°00'00"W, a distance of 55.84 feet; thence run N09°34'14"W, a distance of 30.28 feet; thence run S54°01'43"W, a distance of 33.28 feet; thence run S77°46'23"W, a distance of 166.76 feet; thence run S77°55'25"W, a distance of 116.36 feet; thence run S86°47'43"W, a distance of 163.61 feet; thence run N81°49'04"W, a distance of 137.81 feet; thence run N71°54'22"W, a distance of 92.88 feet; thence run N73°48'35"W, a distance of 124.88 feet; thence run N75°49'53"W, a distance of 112.64 feet; thence run N65°05'33"W, a distance of 72.22 feet; thence run S83°21'19"W, a distance of 70.14 feet; thence run N89°51'30"W, a distance of 97.48 feet; thence run S67°05'49"W, a distance of 48.11 feet; thence run N86°45'02"W, a distance of 104.02 feet; thence run S83°48'43"W, a distance of 248.12 feet; thence run N89°46'44"W, a distance of 141.24 feet; thence run N84°24'05"W, a distance of 77.09 feet; thence run S78°36'14"W, a distance of 103.83 feet; thence run S76°07'35"W, a distance of 122.05 feet; thence run S75°01'37"W, a distance of 114.82 feet; thence run S79°20'34"W, a distance of 145.66 feet; thence run S80°19'48"W, a distance of 149.89 feet; thence run S77°13'23"W, a distance of 89.20 feet; thence run S83°37'44"W, a distance of 119.57 feet; thence run S85°39'58"W, a distance of 109.78 feet; thence run N85°56'43"W, a distance of 64.32 feet; thence run S81°44'42"W, a distance of 62.17 feet; thence run S81°06'11"W, a distance of 56.15 feet; thence run N81°21'34"W, a distance of 51.55 feet; thence run N61°02'45"W, a distance of 29.11 feet; thence run S63°41'20"W, a distance of 76.06 feet; thence run N80°27'48"W, a distance of 28.56 feet; thence run N81°24'08"W, a distance of 61.97 feet; thence run N69°08'38"W, a distance of 51.41 feet; thence run N67°32'36"W, a distance of 135.29 feet; thence run N69°28'57"W, a distance of 85.66 feet; thence run N59°12'13"W, a distance of 127.31 feet; thence run N59°22'01"W, a distance of 115.08 feet; thence run N55°11'26"W, a distance of 84.52 feet; thence run N51°15'42"W, a distance of 99.46 feet; thence run N54°41'52"W, a distance of 122.85 feet; thence run N38°15'01"W, a distance of 47.80 feet; thence run S40°54'55"W, a distance of 704.36 feet; thence run N60°41'50"E, a distance of 29.51 feet; thence run N86°55'34"E, a distance of 77.02 feet; thence run N52°58'49"E, a distance of 69.70 feet; thence run S80°04'47"E, a distance of 64.23 feet; thence run N64°19'08"E, a distance of 76.29 feet; thence run S80°17'28"E, a distance of 109.17 feet; thence run S66°04'58"E, a distance of 120.09 feet; thence run S75°12'33"E, a distance of 72.55 feet to the POINT OF BEGINNING.

Prepared by:
Jay E. Baker
Bio-Tech Consulting, Inc.
3025 East South Street
Orlando, FL 32803

Return original or certified recorded document to:
(Insert name and address
of WMD or DEP)
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33401

Deed of Conservation Easement Third Party Beneficiary Rights to the U.S. Army Corps of Engineers

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this 13th day of November, 2018, by Harmony CDD ("Grantor") whose mailing address is 313 Campus Street to the South Florida Water Management District ("Grantee") with third party enforcement rights to the U.S. Army Corps of Engineers ("Corps") ("Third Party Beneficiary"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined); the term "Grantee" shall include any successor or assignee of Grantee; and the term "Third Party Beneficiary" shall include any successor or assignee of the Third Party Beneficiary.

WITNESSETH

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

WHEREAS, Permit No. 49-01058-P ("Permit") and any modifications thereto issued by the Grantee authorizes certain activities which could affect wetlands or other surface waters in or of the State of Florida; and

WHEREAS, the U.S. Army Corps of Engineers Permit No. SAJ-2000-00414 ("Corps Permit") authorizes certain activities in the waters of the United States and requires this site protection instrument over the lands identified in Exhibit B as mitigation for such activities;

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes (F.S.), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, solely to off-set or prevent adverse impacts to natural resources, fish and wildlife, and wetland functions; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual



Conservation Easement for and in favor of the Grantee upon the Conservation Easement Area which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

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

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) and any Management Plan attached hereto as Exhibit "C" ("Management Plan") which has been approved in writing by the Grantee, shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein or in the Management Plan (if any), any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area (except as authorized or required by the Permit (or any modification thereof) or in a Management Plan which has been approved in writing by the Grantee):

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

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

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

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

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

iii. Activities authorized by the Permit or described in the Management Plan or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

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

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

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

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

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

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto), Management Plan, or the intent and purposes of this Conservation Easement.

5. **Rights of the U.S. Army Corps of Engineers ("Corps").** The Corps, as a third-party beneficiary, shall have the right to enforce the terms and conditions of this Conservation Easement, including:

a. The right to take action to preserve and protect the environmental value of the Conservation Easement Area;

b. The right to prevent any activity on or use of the Conservation Easement Area that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use;

c. The right to enter upon and inspect the Conservation Easement Area in a reasonable manner and at reasonable times to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this Conservation Easement; and

d. The right to enforce this Conservation Easement by injunction or proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein; to prevent the occurrence of any of the prohibited activities set forth herein, and the right to require Grantor, or its successors or assigns, to restore such areas or features of the Conservation Easement Area that may be damaged by any inconsistent activity or use or unauthorized activities.

The Grantor, including their successors or assigns, shall provide the Corps at least 60 days advance notice in writing before any action is taken to amend, alter, release, or revoke this Conservation Easement. The Grantee shall provide reasonable notice and an opportunity to comment or object to the release or amendment to the Corps. The Grantee shall consider any comments or objections from the Corps when making the final decision to release or amend this Conservation Easement.

6. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

7. **Grantee's and Third Party Beneficiary's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee and Third Party Beneficiary shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the

Conservation Easement Area.

8. **Enforcement.** Enforcement of the terms, provisions, and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

9. **Third Party Beneficiary's Enforcement Rights.** The Third Party Beneficiary of this Conservation Easement shall have all the rights of the Grantee under this Conservation Easement, including third party enforcement rights of the terms, provisions, and restrictions of this Conservation Easement. Third Party Beneficiary's enforcement of the terms, provisions, and restrictions shall be at the discretion of the Third Party Beneficiary, and any forbearance on behalf of the Third Party Beneficiary to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Third Party Beneficiary's rights hereunder. Third Party Beneficiary shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

10. **Taxes.** When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

11. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

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

13. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement (or incorporate the terms and restrictions by reference) in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

14. **Written Notice.** All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

15. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which shall be filed in the public records in Osceola County, Florida.

16. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Osceola County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

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

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are

inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, ("Grantor") has hereunto set its authorized hand this 31st day of January, 2019.

☐ A Florida corporation or ☒ (choose one) Harmony Community Development District

By: _____
(Signature)

Name: Steve Berube

Title: Chair

Signed, sealed and delivered in our presence as witnesses:

By: [Signature]
(Signature)

By: [Signature]
(Signature)

Name: Timothy R. Qualls
(Print)

Name: STEVEN N. BOYO
(Print)

STATE OF FLORIDA
COUNTY OF Oseeda

On this 31st day of January, 2019, before me, the undersigned notary public, personally appeared Steve Berube, the person who subscribed to the foregoing instrument, as the Chair (title), of Harmony CDD (choose one) (corporation), a Florida corporation, or ☒ Harmony Community Development District (choose one) and acknowledged that he/she executed the same on behalf of said corporation, or ☒ Harmony CDD (choose one) and that he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

Kristen Ilise Suit
(Signature)

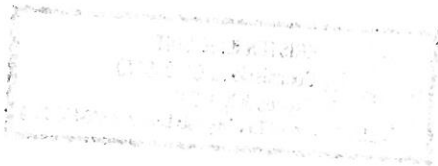
Kristen Ilise Suit
(Name)

My Commission Expires: 07/04/2022



Mortgagee (Lender) Joinder, Consent, and Subordination

For Ten Dollars (\$10.00) and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, _____, the owner and holder of a mortgage dated _____, given by _____ ("Mortgagor/Borrower") to _____ ("Mortgagee/Lender"), encumbering the real property described on Exhibit "B" attached hereto ("Conservation Easement Area"), which is recorded in Official Records Book _____ at Page _____, (together with that certain Assignment of Leases and Rents recorded in Official Records Book _____, at Page _____, and those certain UCC-1 Financing Statement(s) recorded in Official Records Book _____, at Page _____, all in the Public Records of _____ County, Florida (said mortgage, assignment of leases and rents, and UCC-1 Financing Statements, as modified, are hereinafter referred to as the "Mortgage"), hereby joins in, consents to and subordinates the lien of its Mortgage, as it has been, and as it may be, modified, amended and assigned from time to time, to the foregoing Conservation Easement granted to the _____, as said Conservation Easement may be modified, amended, and assigned from time to time, with the intent that the Mortgage shall be subject and subordinate to the Conservation Easement.





CFM 2016029320
 Bk 4920 Pgs 2798-2800 (3 Pgs)
 DATE: 03/01/2016 12:25:17 PM
 ARMANDO RAMIREZ, CLERK OF COURT
 OSCEOLA COUNTY
 RECORDING FEES \$27.00
 DEED DOC \$0.70

This instrument prepared by
 and should be returned to:

David L. Evans, Jr., Esq.
 BAKER & HOSTETLER LLP
 SunTrust Center, Suite 2300
 200 South Orange Avenue
 Orlando, Florida 32801
 (407) 649-4000

DEED OF DEDICATION

State of Florida
Osceola County
 (G-H-F Plat)

THIS DEED OF DEDICATION, made and given this 29th day of February, 2016, by **BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP**, a Florida limited liability limited partnership, whose post office address is c/o Starwood Land Ventures, LLC, 6310 Capital Drive, Suite 130, Lakewood Ranch, Florida 34202 (hereinafter called the "Grantor") to **HARMONY COMMUNITY DEVELOPMENT DISTRICT**, a limited special and single purpose local government created by Chapter 190, Florida Statutes, and established by County Ordinance, being situated in Osceola County, and whose address is 610 Sycamore Street, Suite 140, Celebration, Florida 34747 ("Grantee").

(Whenever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, hereby further evidences the dedication to the perpetual use of Grantee for the proper uses and purposes of Grantee and does hereby confirm the remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, described as follows, as originally set forth in that certain Plat entitled HARMONY NEIGHBORHOODS G-H-F recorded in Plat Book 19 at Pages 163-176 of the Public Records of Osceola County Florida:

Alley Tracts A/C-1, A/C-2, A/C-3, A/C-4, A/C-5, A/C-6, A/C-7, A/C-8, A/C-9, and A/C-10;

L/U Tracts L/U-1, L/U-2, L/U-3, L/U-4, L/U-5, L/U-6, L/U-7, L/U-8, L/U-9, L/U-

10, L/U-11, L/U-12, L/U-13, L/U-14, L/U-15, L/U-16, L/U-17, L/U-18, L/U-19, L/U-20, L/U-21, L/U-22, L/U-23, L/U-24, L/U-25, L/U-26, L/U-27, L/U-28, L/U-29, L/U-30, L/U-31, L/U-32, L/U-33, L/U-34, and L/U-35;

Park Tracts 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10;

Landscape Buffer Tracts 1 and 2;

Conservation Area; and

Retention Area;

as described in that certain Plat entitled HARMONY NEIGHBORHOODS G-H-F (the "G-H-F Plat") recorded in Plat Book 19 at Pages 163-176 of the Public Records of Osceola County Florida (the "Property"), expressly and specifically subject to the replatting and modification of any such tracts and/or areas pursuant to that certain (i) Plat entitled HARMONY NEIGHBORHOOD H-1 recorded in Plat Book 23 at Pages 22-27 of the Public Records of Osceola County Florida, (ii) Plat entitled HARMONY NEIGHBORHOOD H-2 recorded in Plat Book 24 at Pages 36-39 of the Public Records of Osceola County Florida, and/or (iii) Plat entitled HARMONY NEIGHBORHOOD F recorded in Plat Book 24 at Pages 32-35 of the Public Records of Osceola County Florida.

The conveyance, dedication and acceptance of the Property is made subject to all of the terms and conditions of the G-H-F Plat, including, but not limited to, the rights and easements reserved by and granted to the Grantor, its grantees, successors and assigns, pursuant to the G-H-F Plat.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining to the proper use, benefit and behoof of the said Grantee forever.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

"Grantor"

Birchwood Acres Limited Partnership, LLLP,
a Florida limited liability limited partnership

By: VII GP Harmony, L.L.C., a
Delaware limited liability company
as its sole General Partner

By: [Signature]
Print Name: Robert Glantz
Its: Authorized Agent

[Signature]
Signature of Witness
Print Name: Lori E. Joyce

[Signature]
Signature of Witness
Print Name Kathie Maloney

State of Florida)
)ss.
County of Manatee)

The foregoing instrument was acknowledged before me this 26 day of February, 2016, by Robert Glantz, as Authorized Agent of VII GP Harmony, L.L.C., a Delaware limited liability company, as the sole General Partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



[Signature]
(Notary Signature)
Lori E. Joyce

(Notary Name Printed)
NOTARY PUBLIC
Commission No. FF 233387



CFN 2015042002
Bk 4753 Pgs 2625-2627 (3 Pgs)
DATE: 03/25/2015 11:09:13 AM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$27.00
DEED DOC \$0.70

This instrument prepared by
and should be returned to:

David L. Evans, Jr., Esq.
BAKER & HOSTETLER LLP
SunTrust Center, Suite 2300
200 South Orange Avenue
Orlando, Florida 32801
(407) 649-4000

DEED OF DEDICATION

State of Florida
Osceola County
(H-1 Plat)

THIS DEED OF DEDICATION, made and given this 20 day of March, 2015, by **BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP**, a Florida limited liability limited partnership, whose post office address is 3500 Harmony Square West, Harmony, Florida 34733 (hereinafter called the "Grantor") to **HARMONY COMMUNITY DEVELOPMENT DISTRICT**, a limited special and single purpose local government created by Chapter 190, Florida Statutes, and established by County Ordinance, being situated in Osceola County, and whose address is 610 Sycamore Street, Suite 140, Celebration, Florida 34747 ("Grantee").

(Whenever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, hereby further evidences the dedication to the perpetual use of Grantee for the proper uses and purposes of Grantee and does hereby confirm the remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, described as follows, as originally set forth in that certain Plat entitled HARMONY NEIGHBORHOOD H-1 recorded in Plat Book 23 at Pages 22-27 of the Public Records of Osceola County Florida:

Alley Tracts "A", "B" and "C",

L/U Tracts "D", "E", "F", "G", "H", "I", "J" and "K,



Retention Tracts "L" and "M",

Park Tract "N", and

Open Space Tracts "O" and "P"

as described in that certain Plat entitled HARMONY NEIGHBORHOOD H-1 (the "Plat") recorded in Plat Book 23 at Pages 22-27 of the Public Records of Osceola County Florida (the "Property").

The conveyance, dedication and acceptance of the Property is made subject to all of the terms and conditions of the Plat, including, but not limited to, the rights and easements reserved by and granted to the Grantor, its grantees, successors and assigns, pursuant to the Plat..

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining to the proper use, benefit and behoof of the said Grantee forever.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

"Grantor"

Birchwood Acres Limited Partnership, LLLP,
a Florida limited liability limited partnership

By: VII GP Harmony, L.L.C., a
Delaware limited liability company
as its sole General Partner

By: [Signature]
Print Name: Robert Glantz
Its: Authorized Agent

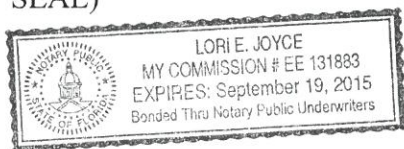
[Signature]
Signature of Witness
Print Name: Lori E. Joyce

[Signature]
Signature of Witness
Print Name Tracy Griffith

State of Florida)
)ss.
County of Osceola)

The foregoing instrument was acknowledged before me this 20 day of March, 2015, by Robert Glantz, as Authorized Agent of VII GP Harmony, L.L.C., a Delaware limited liability company, as the sole General Partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



[Signature]
(Notary Signature)

Lori E. Joyce
(Notary Name Printed)
NOTARY PUBLIC
Commission No. _____



CFN 2016029319
Bk 4920 Pgs 2795-2797 (3 Pgs)
DATE: 03/01/2016 12:25:17 PM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$27.00
DEED DOC \$0.70

This instrument prepared by
and should be returned to:

David L. Evans, Jr., Esq.
BAKER & HOSTETLER LLP
SunTrust Center, Suite 2300
200 South Orange Avenue
Orlando, Florida 32801
(407) 649-4000

DEED OF DEDICATION

State of Florida
Osceola County
(F Plat)

THIS DEED OF DEDICATION, made and given this 29th day of February, 2016, by **BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP**, a Florida limited liability limited partnership, whose post office address is 3500 Harmony Square West, Harmony, Florida 34733 (hereinafter called the "Grantor") to **HARMONY COMMUNITY DEVELOPMENT DISTRICT**, a limited special and single purpose local government created by Chapter 190, Florida Statutes, and established by County Ordinance, being situated in Osceola County, and whose address is 610 Sycamore Street, Suite 140, Celebration, Florida 34747 ("Grantee").

(Whenever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, hereby further evidences the dedication to the perpetual use of Grantee for the proper uses and purposes of Grantee and does hereby confirm the remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, described as follows, as originally set forth in that certain Plat entitled HARMONY NEIGHBORHOOD F recorded in Plat Book 24 at Pages 32-35 of the Public Records of Osceola County Florida:

Tracts F100, F200 and F400 as described in that certain Plat entitled HARMONY NEIGHBORHOOD H-1 (the "Plat") recorded in Plat Book 24 at Pages 32-35 of the Public Records of Osceola County Florida (the "Property").

The conveyance, dedication and acceptance of the Property is made subject to all of the terms and conditions of the Plat, including, but not limited to, the rights and easements reserved by and granted to the Grantor, its grantees, successors and assigns, pursuant to the Plat.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining to the proper use, benefit and behoof of the said Grantee forever.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]


IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

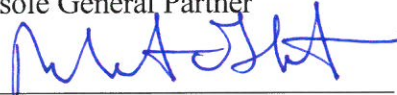
Signed, sealed and delivered
in the presence of:

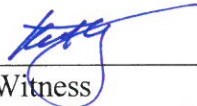
"Grantor"

Birchwood Acres Limited Partnership, LLLP,
a Florida limited liability limited partnership

By: VII GP Harmony, L.L.C., a
Delaware limited liability company
as its sole General Partner


Signature of Witness
Print Name: Lori E. Joyce

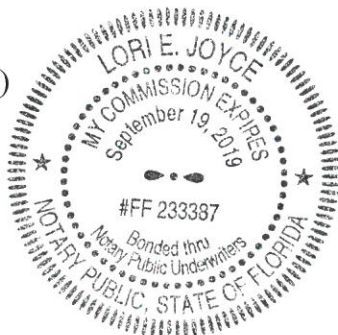
By: 
Print Name: Robert Glantz
Its: Authorized Agent


Signature of Witness
Print Name: Kathie Maloney

State of Florida)
)ss.
County of Manatee)

The foregoing instrument was acknowledged before me this 26 day of February, 2016, by Robert Glantz, as Authorized Agent of VII GP Harmony, L.L.C., a Delaware limited liability company, as the sole General Partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)




(Notary Signature)

Lori E. Joyce
(Notary Name Printed)
NOTARY PUBLIC
Commission No. FF 233387



CFN 2016029317
Bk 4920 Pgs 2789-2791 (3 Pgs)
DATE: 03/01/2016 12:25:17 PM
ARMANDO RAMIREZ, CLERK OF COURT
OSCEOLA COUNTY
RECORDING FEES \$27.00
DEED DOC \$0.70

This instrument prepared by
and should be returned to:

David L. Evans, Jr., Esq.
BAKER & HOSTETLER LLP
SunTrust Center, Suite 2300
200 South Orange Avenue
Orlando, Florida 32801
(407) 649-4000

DEED OF DEDICATION

State of Florida
Osceola County
(I Plat)

THIS DEED OF DEDICATION, made and given this 29th day of February, 2016, by **BIRCHWOOD ACRES LIMITED PARTNERSHIP, LLLP**, a Florida limited liability limited partnership, whose post office address is c/o Starwood Land Ventures, LLC, 6310 Capital Drive, Suite 130, Lakewood Ranch, Florida 34202 (hereinafter called the "Grantor") to **HARMONY COMMUNITY DEVELOPMENT DISTRICT**, a limited special and single purpose local government created by Chapter 190, Florida Statutes, and established by County Ordinance, being situated in Osceola County, and whose address is 610 Sycamore Street, Suite 140, Celebration, Florida 34747 ("Grantee").

(Whenever used herein the terms "Grantor" and "Grantee" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH:

That the said Grantor, for and in consideration of the sum of Ten Dollars (\$10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, hereby further evidences the dedication to the perpetual use of Grantee for the proper uses and purposes of Grantee and does hereby confirm the remise, release and quit-claim unto the said Grantee forever, all the right, title, interest, claim and demand which the said Grantor has in and to the following described lot, piece or parcel of land, described as follows, as originally set forth in that certain Plat entitled HARMONY NEIGHBORHOOD I recorded in Plat Book 24 at Pages 110-119 of the Public Records of Osceola County Florida:

Tracts I-500, I-600, I-700, I-800, I-900, I-1000, I-1100, I-1200 and I-1300 as described in that certain Plat entitled HARMONY NEIGHBORHOOD I (the "Plat") recorded in Plat Book 24 at Pages 110-119 of the Public Records of Osceola County Florida (the "Property").



The conveyance, dedication and acceptance of the Property is made subject to all of the terms and conditions of the Plat, including, but not limited to, the rights and easements reserved by and granted to the Grantor, its grantees, successors and assigns, pursuant to the Plat.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining to the proper use, benefit and behoof of the said Grantee forever.

[Remainder of Page Intentionally Left Blank; Signature Page to Follow.]

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

"Grantor"

Birchwood Acres Limited Partnership, LLLP,
a Florida limited liability limited partnership

By: VII GP Harmony, L.L.C., a
Delaware limited liability company
as its sole General Partner

By: [Signature]
Print Name: Robert Glantz
Its: Authorized Agent

[Signature]
Signature of Witness
Print Name: Lori E. Joyce

[Signature]
Signature of Witness
Print Name Kathie Maloney

State of Florida)
)ss.
County of Manatee)

The foregoing instrument was acknowledged before me this 26 day of February 2016, by Robert Glantz, as Authorized Agent of VII GP Harmony, L.L.C., a Delaware limited liability company, as the sole General Partner of Birchwood Acres Limited Partnership, LLLP, a Florida limited liability limited partnership, on behalf of the partnership. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)



[Signature]
(Notary Signature)

Lori E. Joyce

(Notary Name Printed)

NOTARY PUBLIC

Commission No. FF 233387

This instrument prepared by
and returned to:

Grant T. Downing, Esq.
Godbold, Downing, Bill & Rentz, P.A.
222 W. Comstock Ave., Suite 101
Winter Park, Florida 32789

-----[SPACE ABOVE THIS LINE FOR RECORDING DATA]-----

QUIT CLAIM DEED

THIS QUIT CLAIM DEED executed the 2 day of November, 2020, by **EAST LAKES OF HARMONY COMMUNITY ASSOCIATION, INC.**, a Florida corporation not for profit, whose address is 811 Mabbette Street, Kissimmee, Florida 34741 (the "Grantor"), to **HARMONY COMMUNITY DEVELOPMENT DISTRICT**, a limited special and single purpose local government created by Chapter 190, Florida Statutes, having a mailing address of 313 Campus Street, Celebration, Florida 34747 (hereinafter referred to as "Grantee").

W I T N E S S E T H:

That the Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quit-claim unto the Grantee forever, all the right, title and interest, claim and demand which the said Grantor has in and to that certain land situate in Osceola County, Florida, more particularly described as follows:

Please see Exhibit "A" attached hereto.

TO HAVE AND TO HOLD, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or equity, to the only proper use, benefit and behoof of the said Grantee forever.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered
in the presence of:

"GRANTOR"

**EAST LAKES OF HARMONY
COMMUNITY ASSOCIATION, INC.,** a
Florida corporation not for profit

Sign: [Signature]
Print: Dennis Minton

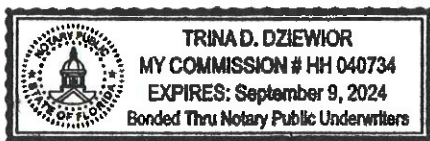
By: [Signature]
Print Name: Richard A. Jerman
Its: President

Sign: [Signature]
Print: William Haynie

STATE OF FLORIDA

COUNTY OF Seminole

This instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 2 day of November, 2020, by Richard A. Jerman, the President of East Lakes of Harmony Community Association, Inc., a Florida corporation not for profit, on behalf of said corporation.



[Signature]
Notary Public, State of Florida

Trina D Dziewior
(Print, Type or Stamp Commissioned Name)

☒ Personally Known **OR** ☐ Produced Identification
Type of Identification Produced _____

SKETCH OF DESCRIPTION PARCEL

LEGAL DESCRIPTION

A parcel of land lying in a portion of Section 20, Township 26 South, Range 32 East, Osceola County, Florida and a portion of Tract-I/J, HARMONY PHASE THREE, as filed and recorded in Plat Book 20, Pages 120 through 128 of the Public Records of Osceola County, Florida; Being more particularly described as follows:

Beginning at the Northwest corner of TRACT J-500, HARMONY NEIGHBORHOOD J, as Filed and Recorded in Plat Book 27, Pages 49 through 53 of the Public Records of Osceola County, Florida, thence run the following six (6) courses along the North line of said HARMONY NEIGHBORHOOD J: S85°39'20"E, a distance of 65.25 feet; thence run N32°40'59"E, a distance of 29.46 feet; thence run N66°21'50"E, a distance of 65.98 feet; thence run N88°39'01"E, a distance of 95.17 feet; thence run S79°34'42"E, a distance of 409.85 feet; thence run S68°40'48"E, a distance of 187.42 feet; thence run N47°18'24"W, departing said North line, a distance of 79.98 feet; thence run N61°27'31"W, a distance of 56.62 feet; thence run N68°38'39"W, a distance of 49.68 feet; thence run N80°17'49"W, a distance of 187.40 feet; thence run N79°12'59"W, a distance of 175.57 feet; thence run N86°14'06"W, a distance of 64.62 feet; thence run S86°05'57"W, a distance of 180.61 feet to a point on the Westerly line of TRACT I/J, HARMONY PHASE THREE, as filed and recorded in Plat Book 20, Pages 120 through 128 of the Public Records of Osceola County, Florida and a point on a non tangent curve, concave to the Northwest, having a Radius of 85.00 feet and a Central Angle of 59°43'03"; thence run Southwesterly along the arc of said curve and said Westerly line, a distance of 88.59 feet (Chord Bearing = S42°52'18"W, Chord = 84.64 feet) to the POINT OF BEGINNING.

Containing 25,246.91 square feet or 0.58 acres, more or less.

NOTES

BEARINGS AS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, EAST ZONE, (NAD 83, 1990 ADJUSTMENT)
THIS SURVEYOR HAS NOT MADE A SEARCH OF THE PUBLIC RECORDS FOR EASEMENTS, RESTRICTIONS, RESERVATIONS AND/OR RIGHT OF WAYS
THIS SKETCH IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY
NO CORNERS WERE SET AS A PART OF THIS SKETCH.

REQUESTED BY: HARMONY FLORIDA LAND, LLC

SEE SHEET 2 OF 3 FOR SKETCH OF DESCRIPTION

| | | |
|----------------|----------------|--------------|
| DATE OF SKETCH | 4/23/19 | REVISIONS |
| SCALE | 1" = 200' | |
| F.S. | PAGE | |
| SECTION | 20 | |
| TWP. 26 | S., RNC. 32 | E. |
| JOB NO. | 17-061 BERM SL | SHEET 1 OF 3 |

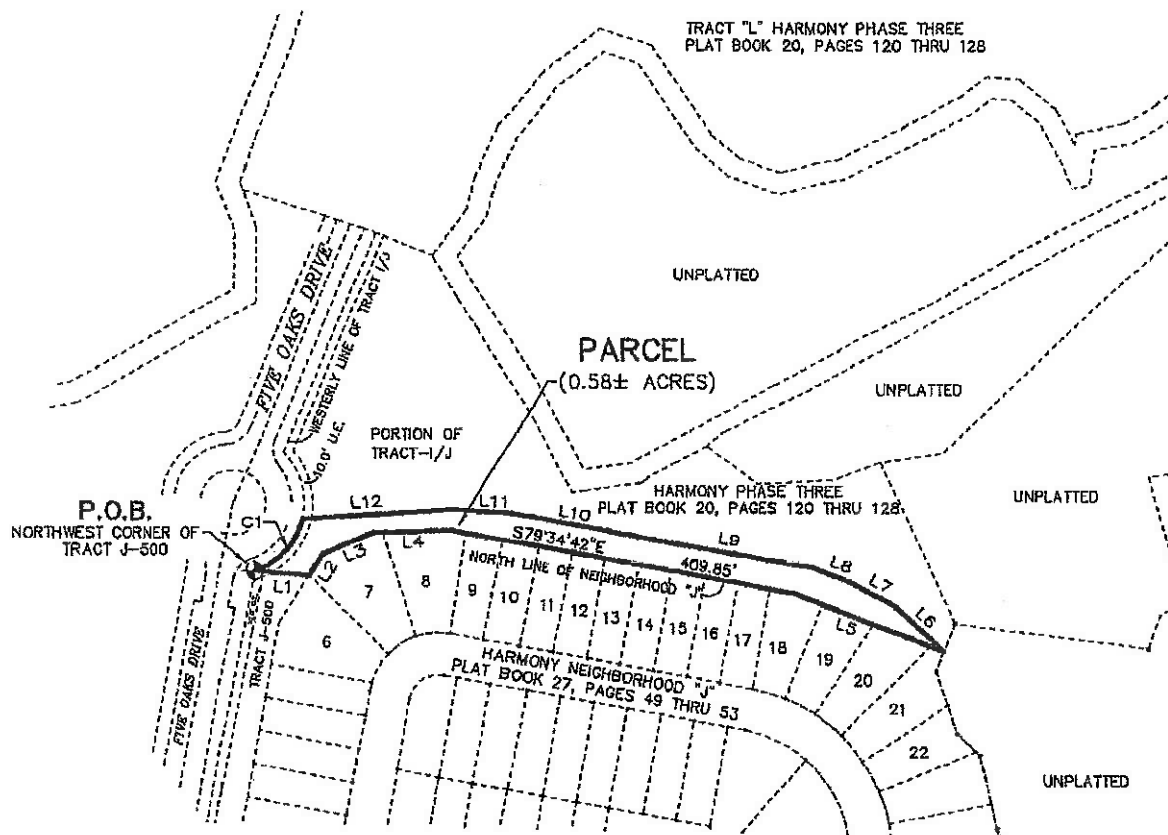
JOHNSTON'S
SURVEYING INC.

900 Shady Lane, Kissimmee, Florida 34744-8898
Tel. (407) 847-2179 Fax (407) 847-6140

[Signature] 4/23/19
RICHARD D. BROWN, P.S.M. #5700 (DATE)

NOTE: NOT VALID WITHOUT RAISED SURVEYOR'S SEAL.

SCALE 1"=200'



| | |
|--------|--------------------------------------|
| L.B. | LICENSED BUSINESS |
| SEC. | SECTION |
| TWP. | TOWNSHIP |
| RNG. | RANGE |
| O.R.B. | OFFICIAL RECORDS BOOK |
| PG. | PAGE |
| R/W | RIGHT OF WAY |
| Δ | CENTRAL ANGLE |
| R | RADIUS |
| L | LENGTH |
| CB | CHORD DISTANCE |
| CD | CHORD BEARING |
| FDOT | FLORIDA DEPARTMENT OF TRANSPORTATION |
| EXST. | EXISTING |
| NAD | NORTH AMERICAN DATUM |
| F.B. | FIELD BOOK |
| DEPT. | DEPARTMENT |

| | |
|--------|----------------------------------|
| TEL. | TELEPHONE |
| NO. | NUMBER |
| # | NUMBER |
| P.S.W. | PROFESSIONAL SURVEYOR AND MAPPER |
| R.L.S. | REGISTERED LAND SURVEYOR |
| CI | CURVE NUMBER |
| LI | LINE NUMBER |
| E | PROPERTY LINE |
| ● | DESCRIPTIVE POINT |
| U.E. | UTILITY EASEMENT |
| N&D | NAIL AND DISK |
| ID | IDENTIFICATION |
| CM | CONCRETE MONUMENT |
| (P) | PLAT |
| C.R. | COUNTY ROAD |
| P.O.C | POINT OF COMMENCEMENT |
| P.O.B | POINT OF BEGINNING |

JOHNSTON'S
SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-8895
Tel. (407) 847-2179 Fax (407) 847-6140

SKETCH OF DESCRIPTION PARCEL

| CURVE TABLE | | | | | | |
|-------------|--------|--------|------------|---------|--------------|--------------|
| CURVE # | LENGTH | RADIUS | DELTA | TANGENT | CHORD LENGTH | CHD. BEARING |
| C1 | 88.59 | 85.00 | 059°43'03" | 48.80 | 84.64 | S42°52'18"W |

| LINE TABLE | | |
|------------|-------------|---------|
| LINE # | DIRECTION | LENGTH |
| L1 | S85°39'20"E | 65.25' |
| L2 | N32°40'59"E | 29.46' |
| L3 | N66°21'50"E | 65.98' |
| L4 | N88°39'01"E | 95.17' |
| L5 | S68°40'48"E | 187.42' |
| L6 | N47°18'24"W | 79.98' |
| L7 | N61°27'31"W | 56.62' |
| L8 | N68°38'39"W | 49.68' |
| L9 | N80°17'49"W | 187.40' |
| L10 | N79°12'59"W | 175.57' |
| L11 | N86°14'06"W | 64.62' |
| L12 | S86°05'57"W | 180.61' |

JOHNSTON'S
SURVEYING INC.
900 Shady Lane, Kissimmee, Florida 34744-8695
Tel. (407) 847-2179 Fax (407) 847-8140

YOUNG QUALLS, P.A.
ATTORNEYS AND COUNSELORS AT LAW

216 South Monroe Street
Tallahassee, Florida 32301

Reply To:
Post Office Box 1833
Tallahassee, FL 32302-1833

Telephone: (850) 222-7206
Facsimile: (850) 765-4451

MEMORANDUM

To: Harmony CDD Board of Supervisors
From: Young Qualls, P.A.
Date: May 18, 2022
Re: Request for Proposals Evaluation Guidance

QUESTION PRESENTED

Provide information concerning bid protests and other considerations in light of the upcoming Request for Proposals (“RFP”) evaluation and selection for landscape and irrigation maintenance services.

ANSWER

In order to ensure that the District completes a fair Request for Proposals (valuation and selection for landscape and irrigation maintenance services, it should make sure it does the following:

1. Stick strictly to the evaluation criteria when completing the evaluation (do not waive or create new requirements after bids have been submitted);
2. Reject all bids which are non-responsive and contain material irregularities (those which confer a competitive advantage on one bidder over others); and only waive technical irregularities within bids that will not confer a competitive advantage on any bidder;
3. Make sure that awarded bidder is responsible; and
4. Make sure that its evaluations under all criteria are reasonable and rationally supported.

DISCUSSION

State Procurement Law

Harmony will have to follow state procurement law when procuring landscape maintenance services, since the value of its contract is going to be over \$250,000. Contracts for maintenance services for any district facility or project are subject to competitive solicitation requirements when the amount thereof to be paid by the district exceeds \$195,000.¹ The District shall adopt rules,

¹ See §190.33(3), Fla. Stat. (2021); §287.017(4) Fla. Stat. (2021).

policies, or procedures establishing competitive solicitation procedures for maintenance services.² Contracts for other services shall not be subject to competitive solicitation unless the district adopts a rule, policy, or procedure applying competitive solicitation procedures to said contracts.³ Contracts for maintenance services costing over \$195,000 are subject to competitive solicitation requirements.⁴

Requirements are listed in §287.057: Procurement of Commodities or Contractual Services.⁵ “Any competitive solicitation shall be made available simultaneously to all vendors, must include the time and date for the receipt of bids, proposals, or replies and of the public opening, and must include all contractual terms and conditions applicable to the procurement, including the criteria to be used in determining acceptability and relative merit of the bid [...].”⁶

Competitive Solicitation Process

The competitive solicitation process is broken down to three main processes: (i) Invitation to Bid, (ii) Request for Proposals, and (iii) Invitation to Negotiate.

1. Invitation to Bid

The first main process is an Invitation to Bid (“ITB”).⁷ ITB should be used when the agency is capable of specifically defining the scope of work for which a contractual service is required or establishing precise specifications defining the actual commodity or group of commodities required. All invitations to bid must include: (1) a detailed description of the commodities or contractual services sought, and (2) if the agency contemplates renewal of the contract, a statement to that effect. Bids submitted in response to an ITB in which the agency contemplates renewal of the contract must include the price for each year for which the contract may be renewed.

Evaluation of bids must include consideration of the total cost for each year of the contract, including renewal years, as submitted by the vendor. The contract shall be awarded to the responsible and responsive vendor who submits the lowest responsive bid. Harmony will want to use the ITB process to procure landscape maintenance services if it is able to specifically define the scope of work it is looking for.

2. Request for Proposals

The second main process is Request for Proposals (“RFP”).⁸ An agency should use an RFP whenever the purposes and uses for which the commodity, group of commodities, or contractual

² See §287.017(4).

³ *Id.*

⁴ See §190.33(3).

⁵ See §287.057.

⁶ *Id.*

⁷ See §287.057(1)(a), Fla. Stat. (2021).

⁸ See §287.057(1)(b), Fla. Stat. (2021).

service being sought can be specifically defined and the agency can identify necessary deliverables.⁹

For a RFP, a contract should be awarded to the responsible and responsive vendor whose proposal is determined in writing to be the most advantageous to the state, taking into consideration the price and other criteria set forth in the RFP.¹⁰ An agency may choose to use an RFP when it is not possible to specifically define the scope of work for a one-to-one comparison of the vendors or where an agency seeks professional or technical expertise requiring a qualitative evaluation of vendors. Harmony will want to use the RFP process to procure landscape maintenance services if it is unable to specifically define the scope of work it is looking for but is able to specifically define the purposes and uses for the landscape maintenance services it is seeking.

3. Invitation to Negotiate

The third and final competitive process is an Invitation to Negotiate (“ITN”).¹¹ A state agency should use an ITN when it seeks to determine the best method for achieving a specific goal or solving a particular problem and to identify one or more vendors with whom the agency will negotiate to receive the best value.¹² The contract ensuing from an ITN should be awarded to the responsible and responsive vendor that the agency determines will provide the best value to the state, based on the selection criteria.¹³

“Best value” is defined by statute as “the highest overall value to the state based on objective factors that include, but are not limited to, price, quality, design, and workmanship.”¹⁴ An agency may choose to use an ITN where negotiations with vendors is necessary to achieve the best value for the state or where the specific goal or particular problem is highly complex. Often agencies use an ITN when procuring enterprise technology solutions. Various exceptions exist to a state agency’s requirement for competitive purchases. Harmony will want to use the ITN process to procure landscape maintenance services if there is a specific problem it is trying to fix or specific goal it is trying to achieve regarding landscaping maintenance and it wants to find one or more vendors whom it can negotiate down to receive the best value.

A. Sticking to Criteria in Evaluation

When evaluating bid proposals, the District must stick strictly to the criteria set out in the RFP. A District cannot waive or change specifications once all bids have been submitted.¹⁵ “To be acceptable, a proposal must represent an offer to provide the exact thing called for in the request for proposals, so that acceptance of the proposal will bind the contractor in accordance with the

⁹ *Id.*

¹⁰ See §287.057(1)(b)4., Fla. Stat. (2021).

¹¹ See §287.057(1)(c), Fla. Stat. (2021).

¹² *Id.*

¹³ See §287.057(1)(c)4., Fla. Stat. (2021).

¹⁴ See §287.012(4), Fla. Stat. (2021).

¹⁵ *City of Miami Beach v. Klinger*, 179 So.2d 864, 866 (Fla. 3d DCA 1965).

material terms and conditions of the request for proposals.”).¹⁶ In other words, “an agency cannot award a contract to an offeror ‘that did not meet the mandatory requirements of the solicitation.’”¹⁷

For example, in *City of Miami Beach*, the city solicited bids for leasing of a marina and one of the bid proposals contained terms that differed substantially from the specifications.¹⁸ The city selected the proposal because it found the proposal’s terms more favorable. A competitor’s bid protest argued successfully that it would have submitted an alternative proposal had it known it could do so.¹⁹

Ignoring specification requirements is also unacceptable as doing so “operates to disadvantage vendors who met the requirement.”²⁰ Not only that, but it also operates to the disadvantage of any potential vendors who did not submit proposals because they did not comply with the requirement.²¹

While preference may be given to individual criteria, it would be improper to give individual criteria such weight that could be found that the District acted arbitrarily or capriciously. Ultimately, it is within the discretion of the agency to consider factors that it deems pertinent to the selection of the most qualified firm.²²

B. Bid Responsiveness and Irregularities

Another consideration is the determination of the responsiveness of each bid. A responsive bid is one that adheres to all the material specifications of the solicitation of the bid.²³ A solicitation term is “material” where: (1) it is express in the solicitation; and (2) it serves a “substantive purpose.”²⁴

The District has the ability to waive any technical or immaterial irregularities within bids, but if the bid contains a material irregularity, it must be rejected for being non-responsive. Whether an irregularity within a bid is considered material depends on: “whether the variation affects the amount of the bid by giving the bidder an advantage or benefit not enjoyed by the other bidders.”²⁵

Bid protests can be grounded on the basis that either a winning bid should have been found to be non-responsive, or alternatively, that a losing bid was incorrectly found to be non-

¹⁶ *Centech Grp., Inc. v. United States*, 554 F.3d 1029, 1037 (Fed. Cir. 2009).

¹⁷ *IAP Worldwide Servs., Inc. v. United States*, No. 21-1570C, 2022 WL 1021781, at *14 (Fed. Cl. Mar. 28, 2022); *DigiFlight, Inc. v. United States*, 150 Fed. Cl. 650, 657 (2020).

¹⁸ *Supra* note 15.

¹⁹ *Id.*

²⁰ *Miami Elevator Co. v. Manatee County School Board*, Case No. 98-4474BID (DOAH Nov. 23, 1998).

²¹ *Id.*

²² Op. Att’y Gen. Fla. 2002-03.

²³ *System Development Corp. v. Dept. of Health & Rehabilitative Services*, 423 So.2d 433, 434 (Fla. 1st DCA 1982).

²⁴ *ManTech Advanced Sys. Int’l, Inc. v. United States*, 141 Fed. Cl. 493, 506 (2019) (citing *Bus. Integra, Inc. v. United States*, 116 Fed. Cl. 328, 333–36 (2014)).

²⁵ *Harry Pepper & Associates, Inc. v. City of Cape Coral*, 352 So.2d 1190, 1193 (Fla. 2d DCA 1978).

responsive.²⁶ It is possible that a disappointed bidder will file a bid protest if they are unhappy with the outcome and have reason to argue that the contract was not awarded in fairness.

For example, in *Logistics Health*, a disappointed bidder filed a bid protest following the United States Army's award of a service contract to another bidder.²⁷ The disappointed bidder argued that there was a difference in price in bids attributable to prices in the base year, during which it was likely successful bidder would perform no procedures. Regardless, the court found that the government followed requirements of solicitation in awarding the contract, and the government was not required to ignore solicitation and attempt to do its own true relative cost analysis.²⁸ The court also found that the Army's acceptance of successful bidder's provider network size was not arbitrary and capricious as a matter of law.²⁹

Another example can be seen in *City of Sweetwater*, where the lowest responsible bidder on a public improvements contract brought an action against the city after the city awarded its contract to another bidder.³⁰ The court granted judgement in favor of lowest responsible bidder, and the city appealed. The District Court of Appeal held that city was required to award the contract to lowest responsible bidder.³¹

C. Responsibility

Responsibility is another category under which the District will be able to evaluate proposers. A responsible proposer is one who “has the capability in all respects to perform fully the contract requirements and has the integrity and reliability which will assure good faith performance.”³² It will be very difficult for a proposer to successfully challenge the District's decision that a proposer is not responsible, but that does not mean that a bid protest cannot be entered on these grounds. A recent decision shows that a bidder can be found to be not responsible on the basis of inadequate performance during a previous contract.³³

The District's discretion with respect to public contracts may not be exercised arbitrarily or capriciously, rather, its judgement must be based on facts reasonably tending to support its conclusion.³⁴ “So long as such a public agency acts in good faith, even though they may reach a conclusion on facts upon which reasonable men may differ, the courts will not generally interfere with their judgment, even though the decision reached may appear to some persons to be erroneous.”³⁵ Even under competitive bidding requirements, contracts must be awarded as a function of the reasonable exercise of power as a matter of public policy and fidelity to the public trust.³⁶

²⁶ *Id.*

²⁷ *Logistics Health, Inc. v. United States*, 154 Fed. Cl. 51 (2021).

²⁸ *Id.*

²⁹ *Id.*

³⁰ *City of Sweetwater v. Solo Const. Corp.*, 823 So. 2d 798 (Fla. Dist. Ct. App. 2002).

³¹ *Id.*

³² Fla. Stat. § 287.012(25) (2016).

³³ *Miami-Dade County v. Church & Tower, Inc.*, 715 So. 2d 1084, 1086 (Fla. 3d Dist. Ct. App. 1998).

³⁴ *Culpepper v. Moore*, 40 So. 2d 366 (Fla. 1949).

³⁵ *Id.* at 370.

³⁶ *Marriott Corporation v. Metropolitan Dade County*, 383 So. 2d 662, 663 (Fla. 3d DCA 1980).

An arbitrary decision is "one not supported by facts or logic."³⁷ To act capriciously is to act "without thought or reason or irrationally."³⁸ If agency action is "justifiable under any analysis that a reasonable person would use to reach a decision of similar importance, . . . the decision is neither arbitrary nor capricious."³⁹

As long as the District's evaluation as to which vendor presents the best overall value is reasonable and rationally supported, it will be upheld. The: "[District's] interpretation need not be the sole possible interpretation or even the most desirable one; it need only be within the range of possible interpretations."⁴⁰

³⁷ *Bd. of Clinical Lab'y Pers. v. Fla. Ass'n of Blood Banks*, 721 So. 2d 317 (Fla. Dist. Ct. App. 1998)

³⁸ *Id.*

³⁹ *Dravo Basic Materials Co. v. Dept. of Transportation*, 602 So.2d 632, 634 (Fla. 2d DCA 1992).

⁴⁰ *Orange Park Kennel Club, Inc. v. Dep't of Bus. & Prof'l Regulation*, 644 So. 2d 574, 576 (Fla. 1st Dist. Ct. App. 1994).

Subsection 6C

Field Manager

Subsection 6Ci

Field Report

HARMONY CDD MONTHLY INSPECTION MAY 2022

Monday, May 9, 2022

36 Issues Identified



ISSUE 1 - WEST ENTRANCE

Assigned To Servello

Dried plants.

Plants not dry or stressed, Fire Cracker plants with freeze damaged that will be cut back to produce new growth.



ISSUE 2 - HARMONY EAST ENTRANCE TOWER

Assigned To Servello

Empty Spots.

Will proposed Blue Daze to install due to the width of the bed.



ISSUE 3 - HARMONY EAST ENTRANCE TOWER

Assigned To Servello

Empty Spots.

Will proposed Blue Daze to install due to the width of the bed.



ISSUE 4 - SWIM CLUB

Assigned To Servello

Empty spot and not mulched.

Proposed and email sent on 04/14, proposal #6587.



ISSUE 5 - SWIM CLUB

Assigned To Servello

Empty spots.

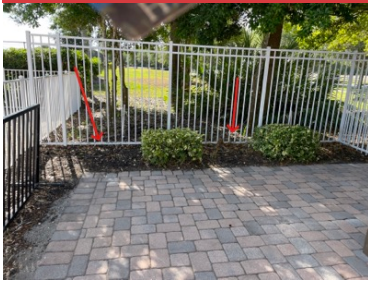
Proposed and email sent on 04/14, proposal #6587.

**ISSUE 6 - SWIM CLUB**

Assigned To Servello

Empty spots and dried palm tree leaves.

Empty spots proposed on 04/14th, proposal #6587. Palms trees are not dry, they are due for contracted trimming and schedule for the week of the 16th.

**ISSUE 7 - SWIM CLUB**

Assigned To Servello

Empty spots.

Proposed and email sent on 02/08, proposal #6365.

**ISSUE 8 - SWIM CLUB**

Assigned To Servello

Dried Palm tree leaves.

Palm not dry, due for contracted trimming and scheduled for the week of the 16th.

**ISSUE 9 - SWIM CLUB**

Assigned To Servello

Dried plant leaves.

Palms not dry, due to for trimming to remove dead frons.

**ISSUE 10 - SWIM CLUB**

Assigned To Servello

Empty spots and plants is on the way to be dried.

Proposed and email sent on 02/08 , proposal #6365.

**ISSUE 11 - SWIM CLUB**

Assigned To Servello

Dried palm tree leaves and intrusive plant tangled in the tree.

Palms not dry, due for contracted trimming and vines will be removed during trimming. Scheduled for the week of the 16th.

**ISSUE 12 - SWIM CLUB**

Assigned To Servello

Empty spots and dried tree.

Proposed and email sent on 02/28, proposal #6365.

**ISSUE 13 - CLAY BRICK RD (TOWNHOMES)**

Assigned To Servello

This area need to be mowed.

Not part of the CDD, Golf Course property.



ISSUE 14 - CLAY BRICK (SCHOOL BRIDGE)

Assigned To Servello

Tall plants and intrusive weed growing, need to be mowed.

Still in progress and will be completed the week of the 16th.



ISSUE 15 - ASHLEY POOL PARK

Assigned To Servello

Empty spots.

Proposed and email sent on 04/20, proposal #6611.



ISSUE 16 - ASHLEY POOL PARK

Assigned To Servello

Dried plants and empty spots.

Proposed and email sent on 04/20, proposal #6611.



ISSUE 17 - ASHLEY POOL PARK

Assigned To Servello

Empty spots.

Proposed and email sent on 04/20, proposal #6611.



ISSUE 18 - ASHLEY POOL PARK

Assigned To Servello

Empty spots.

Proposed and email sent on 04/20, proposal #6611.



ISSUE 19 - POND PINE PARK (BUCK LAKESHORE)

Assigned To Servello

Weeds growing between pavers, need to be sprayed.

Weeds will be sprayed.



ISSUE 20 - POND PINES PARK (BUCK LAKESHORE)

Assigned To Servello

Ant nest throughout the park, need to be sprayed.

Horticultural Division treated entire property on 05/04. Will retreat throughout as necessary.



ISSUE 21 - BUCK LN (SECOND FOOT BRIDGE)

Assigned To Servello

Plants on the way to be dried.

Will pull dead Muhly grass during schedule service visit the week of the 16th.

**ISSUE 22 - BUCK LAKESHORE (SECOND FOOT BRIDGE)**

Assigned To Servello

Tall grass, needs to be sprayed near the pond.

Beds will be sprayed the week of the 16th during regular service visit.

**ISSUE 23 - BUCK LAKESHORE (SECOND FOOT BRIDGE)**

Assigned To Servello

Tree branches covering the Foot Bridge, need to trimmed.

Completed

**ISSUE 24 - WEST ENTRANCE**

Assigned To Servello

Lawn burned, left side.

Will inspect the week of the 16th.

**ISSUE 25 - WEST ENTRANCE**

Assigned To Servello

Lawn burned, right side.

Will inspect the week of the 16th.

**ISSUE 26 - BUCK LAKESHORE**

Assigned To Servello

Lawn burned.

Not a St. Augustine area, mixture of Bahia grass and a mixture of miscellaneous weeds. Will inspect to see if it's irrigated.

**ISSUE 27 - BUCK LAKESHORE**

Assigned To Servello

Area need to be mowed.

Completed

**ISSUE 28 - SOCCER COURT**

Assigned To Servello

Lawn burned.

Will inspect for irrigation issues but highly used for recreational purposes.

**ISSUE 29 - POND PINES RD. (MEDIAN)**

Assigned To Servello

Lawn burned.

Completed, grass runners blocked the head.

**ISSUE 30 - DOG PARK (PRIMROSE WILLOW)**

Assigned To Servello

Palm tree need to be trimmed.

Scheduled for the week of the 16th.

**ISSUE 31 - DOG PARK (PRIMROSE WILLOW)**

Assigned To Servello

Intrusive plant growing around palm tree.

Will remove as much as we can but very common among Sable Palms.

**ISSUE 32 - DOG PARK (PRIMROSE WILLOW)**

Assigned To Servello

Dried palm tree leaves.

Not dry, needs to be trimmed and scheduled for the week of the 16th.

**ISSUE 33 - BEARGRASS RD PARK**

Assigned To Servello

Park between Primrose Willow Dr with Beargrass Rd, the lawn is burned.

Low pressure and previously emailed over to Vincient. We will further inspect the week of the 16th.

**ISSUE 34 - TOWN SQUARE (LEFT SIDE)**

Assigned To Servello

Burned spots in the lawn.

Typical drought stress in open areas, added a B program to water more.



ISSUE 35 - TOWN SQUARE (RIGHT SIDE)

Assigned To Servello

Burned spots in the lawn.

Typical drought stress in open areas, added a B program to water more.



ISSUE 36 - TOWN SQUARE (FRONT SWIMCLUB)

Assigned To Servello

Burned spots in the lawn.

Typical drought stress in open areas, added a B program to water more.

Subsection 6Cii

Consideration of Polaris Proposal



COPY

Polaris Sales Inc., Medina, MN 55340
gov.info@polaris.com
 Phone: 866-468-7783 Fax: 763-847-8288
www.polaris.com/gov

QUOTE

Contact Information

Name: Brett Perez
 Email: brett.perez@inframark.com
 Phone: 4074330515
 Fax:
 Bill To: HARMONY COMMUNITY DEVELOPMENT DISTRICT
 FL 34773
 Ship To:
 FL 34773

Quote Number: QUO-37071-T6J7L2
 Revision #: 0
 Date: 5/2/2022 4:17 PM
 Quote Expires: 6/1/2022
 Contract Name: Polaris Direct
 Contract #:
 Expiration Date:
 Cage: 3FP69
 Duns#: 123399383
 Tax ID#: 41-1921490
 Customer#:

| Freight | Delivery Terms | Payment Terms | Payment Methods |
|--|----------------|---------------|----------------------------------|
| FOB Destination-CONUS US Continental (CONUS) Only | 240 Days | Net 30 | Visa Mastercard Wire Check |

| Item # | QTY | Description | Open Mkt | MSRP | Discount Price | Extended |
|------------|-----|------------------------------------|----------|-------------|----------------|-------------|
| D22P2AD4B4 | 1 | Pro XD Full-Size Diesel - 50 State | No | \$18,099.00 | \$17,396.15 | \$17,396.15 |

Comments:

| | |
|-----------------|-------------|
| SUBTOTAL | \$17,396.15 |
| INSTALL* | \$0.00 |
| FREIGHT | \$0.00 |
| TAX | \$0.00 |
| TOTAL | \$17,396.15 |

*Installation Pricing is Open Market

Vehicle model year and color are subject to change dependent upon delivery date.

Acceptance and Payment Information



COPY

Polaris Sales Inc., Medina, MN 55340

gov.info@polaris.com

Phone: 866-468-7783 Fax: 763-847-8288

www.polaris.com/govQUOTE

To accept the above quotation, please provide a purchase order via email (gov.info@polaris.com) and include the following:

- Bill to Address
 - Billing Phone Number
 - Ship to Address
 - Point of Contact for Delivery
 - Point of Contact E-Mail
 - Point of Contact Phone
 - Quote Number
 - Alternate Point of Contact if applicable
-

If you would like to submit payment via credit card, please call (866) 468-7783 to process payment during our hours of operation from 8:30 AM to 4:30 PM CST Monday through Friday. We accept Visa, Mastercard & American Express.

Subsection 6Ciii

Consideration of Pressure Washing Proposals



May 12, 2022

Harmony CDD

ATTEN: Vincent Morrell

7360 5 Oaks Dr.

Harmony, FL. 34771

Phone: 407.361.3559

Email: Vincent.morrell@inframark.com

Xtreme H2O Solutions LLC is proud to submit a bid to the following company:

Harmony CDD

Soft Wash Entire Metal Roofs of buildings to remove any discoloration, mold and debris

Swim Club Roof _____ \$850.00

Ashley Park Pool Cabana Roof _____ \$750.00

Catbrier Gazebo Roof _____ \$250.00

Oak Glen Gazebo Roof _____ \$350.00

Cost of Lift (1 Day) _____ \$1500.00

Total_____ \$3700.00

Cost of lift is an approximate price. If lift charges are less than pricing quoted above

The charges will be adjusted off the total. Xtreme H2O does not upcharge equipment rental.

Water will be provided by Xtreme H2O Solutions.

Invoice is due upon completion of work.

If bid is accepted, please sign and return and proof of Full License and Insurance will be provided. Along with W-9 and any other requirements.

Chris Depuy

Owner/Operator

Xtremeh2osolutions@gmail.com

407.928.9483

Signature Page

Print of Xtreme H2O Rep. _____

Signature of Xtreme H2O Rep. _____

Date _____

Print of Harmony CDD Rep. _____

Signature of Harmony CDD Rep. _____

Date _____

Accept

Decline

Estimate

Date: May 4, 2022

No. 1974

Martz Pressure Washing

1828 EDISON DRIVE

ST. CLOUD, Florida 34771

(321) 201-1964 Office

www.martzpressurewashing.com

martzpressurewashing@gmail.com

Presented To:

Harmony CDD

7360 5 Oaks Drive

St. Cloud, FL 34773

| Description of Service | Qty | Each | Amount |
|--|-----|--------|--------|
| METAL ROOF TREATMENT (POOL HOUSE 5 OAKS DRIVE): Our low pressure roof treatment restores the look of your roof to like-new appearance and helps prevent damage by eliminating black streaks and neutralizing algae and moss. We protect all landscape by covering the plants if there are no gutters to protect from the runoff, we also bag all gutter downspouts to collect the solution so it does not drain into plant beds or grass. *Our roof cleanings come with a 1 year mold free warranty. | 1 | 449.00 | 449.00 |
| METAL ROOF TREATMENT (POOL HOUSE FORTY BANKS ROAD): Our low pressure roof treatment restores the look of your roof to like-new appearance and helps prevent damage by eliminating black streaks and neutralizing algae and moss. We protect all landscape by covering the plants if there are no gutters to protect from the runoff, we also bag all gutter downspouts to collect the solution so it does not drain into plant beds or grass. *Our roof cleanings come with a 1 year mold free warranty. | 1 | 449.00 | 449.00 |
| METAL ROOF TREATMENT (GAZEBO CAT BRIAR TR): Our low pressure roof treatment restores the look of your roof to like-new appearance and helps prevent damage by eliminating black streaks and neutralizing algae and moss. We protect all landscape by covering the plants if there are no gutters to protect from the runoff, we also bag all gutter downspouts to collect the solution so it does not drain into plant beds or grass. *Our roof cleanings come with a 1 year mold free warranty. | 1 | 149.00 | 149.00 |
| METAL ROOF TREATMENT (GAZEBO OAK GLEN TRAIL): Our low pressure roof treatment restores the look of your roof to like-new appearance and helps prevent damage by eliminating black streaks and neutralizing algae and moss. We protect all landscape by covering the plants if there are no gutters to protect from the runoff, we also bag all gutter downspouts to collect the solution so it does not drain into plant beds or grass. *Our roof cleanings come with a 1 year mold free warranty. | 1 | 149.00 | 149.00 |

| | |
|-------|----------|
| Total | 1,196.00 |
|-------|----------|

Thank you for allowing us the opportunity to present our service to you!

**PRESSURE WASHER TOTAL CLEANER LLC**

9440 Atlas Dr
 Saint Cloud, FL 34773 US
 3217329407
 PRESSUREWTCLLC@HOTMAIL.COM
 www.pressurewashertotalcleaner.com

Estimate

ADDRESS

HARMONY CDD
 ATTN VINCENT MORRELL
 INFRAMARK
 313 CAMPUS ST
 CELEBRATION, FL 34747

ESTIMATE # 1491**DATE 04/20/2022**

| DESCRIPTION | QTY | RATE | AMOUNT |
|---|-------|-----------|--------|
| SOFT WASH , HARMONY CDD SWIM CLUB 7255 5 OAKS DR | 2,550 | 0.25 | 637.50 |
| CONSISTS OF A GENTLE WASH THAT KILLS AND ELIMINATES MOLD AND MILDEW | | | |
| SOFT WASH , HARMONY CDD 7124 SQUARE DR S | 2,900 | 0.25 | 725.00 |
| CONSISTS OF A GENTLE WASH THAT KILLS AND ELIMINATES MOLD AND MILDEW | | | |
| SOFT WASH , HARMONY CDD GAZEBO | 650 | 0.2692308 | 175.00 |
| CONSISTS OF A GENTLE WASH THAT KILLS AND ELIMINATES MOLD AND MILDEW | | | |
| UNDER 1000SQFT (MIN CHARGE 500-1000) | | | |
| SOFT WASH , HARMONY CDD GAZEBO SMALL | 225 | 0.5555556 | 125.00 |
| CONSISTS OF A GENTLE WASH THAT KILLS AND ELIMINATES MOLD AND MILDEW | | | |
| UNDER 1000SQFT (MIN CHARGE 500<) | | | |

50% DEPOSIT REQUIRED TO START.

SUBTOTAL**1,662.50**

PRESSURE WASHER TOTAL CLEANER LLC, is not responsible for leaks windows and doors, landscape damage by application of corrosive chemical, paint damage to walls, doors and floors furniture and carpet

BEFORE AND AFTER PICS AND VIDEOS AVAILABLE.

TAX
TOTAL

0.00

\$1,662.50

Accepted By

Accepted Date









Section 7

District Manager

[illegible]

[illegible]

[illegible]

[illegible]

Subsection 7C

**Number of
Registered
Voters - 2,146**

COPY

MARY JANE ARRINGTON
OSCEOLA COUNTY SUPERVISOR OF ELECTIONS

April 19, 2022

Ms. Sandra H. Demarco
Recording Manager
Inframark Infrastructure Management Services
210 N. University Drive
Suite 702
Coral Springs, FL 33071

RE: Harmony Community Development District – Registered Voters

Dear Ms. Demarco:

Thank you for your letter of April 1, 2022, requesting confirmation of the number of registered voters within the Harmony Community Development District as of April 15, 2022.

The number of registered voters within the Harmony CDD is 2,146 as of April 15, 2022.

If I can be of further assistance, please contact me at 407.742.6000.

Respectfully yours,

A handwritten signature in blue ink that reads "Mj Arrington".

Mary Jane Arrington
Supervisor of Elections

*Vote
Osceola*

Section 8

Old Business

Subsection 8A

Discussion of Blazing Star Park Landscape Proposal

COPY



261 Springview Commerce Drive
 DeBary, FL 32713
 Telephone 386-753-1100
 Fax 386-753-1106

Proposal

| Date | Proposal # |
|------------|------------|
| 04/14/2022 | 6580 |

Submitted To

Harmony CDD

Brett Perez
 210 North University Drive Suite 702
 Coral Springs, FL 33071

Project

Harmony CDD
 7360 Five Oaks Dr.
 Harmony, FL 34773

Scope

We propose to furnish the following scope of work to complete Harmony CDD.

Bedding Plants

Blazing Star Park

Remove old declining plant material and install new plants. Install Fire Cracker in beds to replace missing plants.

| Description | Quantity | Unit | Price |
|----------------------|----------|------|----------|
| Fire Cracker | 27.00 | 3G | 449.55 |
| Ligustrum Jack Frost | 44.00 | 3G | 732.60 |
| Juniper Parsoni | 35.00 | 3G | 582.75 |
| Flax Lily | 286.00 | 1G | 1,901.90 |
| Irrigation NTE | 1.00 | ea | 462.60 |

Subtotal Bedding Plants

4,129.40

Project Total

\$4,129.40

Harmony CDD

Proposal # 6580**Project Total**

\$4,129.40

Terms & Conditions

Plant material is guaranteed for controlable insects and disease only when a horticulture program is in place through Servello & Son, Inc. Plant damage due to drought is only covered when an irrigation agreement is in place through Servello & Son, Inc. and the Client signs off on needed repairs as they are brought to the Clients attention. Servello & Son, Inc. will not be responsible for plant damage due to catastrophic events such as: Hurricanes, Floods, Fire, Lightning, Freeze, and severe drought (no recorded rainfall for 30 days). Irrigation parts will be guaranteed against defect and improper installation for a period of (1) one year.

All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Any alteration or deviation from the above specifications will be executed only upon written authorization and billed accordingly. Servello & Son, Inc. is a drug free workplace and carries workers compensation insurance.

| | | | |
|-----------------------------|------------------|-----------------|-------|
| By: <u>Pedro Betancourt</u> | <u>4/14/2022</u> | Accepted: _____ | _____ |
| Servello & Son, Inc. | Date | Harmony CDD | Date |

The above prices, specifications and conditions are accepted. Not valid after 30 days. Full payment is due upon completion.

All jobs equal to or totaling a price of \$10,000.00 and above: A minimum 40% draw is required to schedule and start the job.